

Dated: - 21-11-2011
Tender Inquiry No. CO-IT/BPR-Security/2011-2012/1
Due date &Time : 12-12-2011 by 1300 hrs
Date and time of opening: 12-12-2011 after 1430 hrs



Request for Proposal for Wireless Messaging Solution (SMS Solution)

LIC of India
IT/BPR, Central Office,
2nd Floor, Jeevan Seva Annexe,
Santacruz (W), S V Road,
Mumbai - 400 054

Email: smsbid@licindia.com

**LIC of India
IT/BPR, Central Office,
2nd Floor, Jeevan Seva Annexe,
Santacruz (W), S V Road, Mumbai - 400 054**

Subject: Invitation of Bids for Wireless Messaging Solution (SMS Solution)

On behalf of term “Life Insurance Corporation of India” means, a statutory Corporation established under Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021 (hereinafter referred to as “LIC” or “LIC of India”), sealed tenders are invited from the reputed and well experienced service providers or an authorized reseller/ selling agent/ distributor for:

Wireless Messaging Solution (SMS Solution)

The RFP includes following documents.

- a) Part A: Standard Clauses and instructions for bidders
- b) Part B: Procedure for selection of successful bidder
- c) Part C: Bid proposals and Forms
- d) Part D: Terms of Reference
- e) Part E: Summary of Important Information

For above required solution i.e., Wireless Messaging Solution (SMS Solution), sealed bids in two separate sealed covers in two parts, i.e. Part – I (Technical Bid) and Part - II (Commercial Bid – Indicative Price) are invited up to 12th December 2011 by 1300 hrs. (last date of submission) to be submitted at the above address for integration, maintenance and support of a SMS solution for push/ pull SMS messages in “General Text”, to customers, agents, employees etc. of LIC of India.

Bids received after the stipulated time even on the Due date or incomplete in any respect are liable to be rejected.

The Technical Bid (Part – I) for both items will be opened at 12th December 2011 by 1430 hrs at the Information Technology Department (hereinafter “IT Dept.”) located at the above address.

Commercial Bid - Indicative Price (Part-II) will be opened on a subsequent date. Final commercial bid will be through online reverse auction which will be communicated separately only to the bidders in writing who have successfully qualified in Technical Bids. However, both the parts (I & II) have to be submitted together.

The acceptance of any bid or otherwise will rest with LIC of India which reserves the right to reject any or all the bids which do not fulfill all or any of the conditions and are incomplete in any respect without assigning any reason whatsoever.

Executive Director (IT/BPR)

CONTENTS

Sr. No.	Part No.	Section No.	Particulars	Page No.
1.	Part A	1	General Instructions and Clauses	4
2.		2	Instructions for Bidders	8
3.	Part B	3	Procedure for Selection of Successful Bidder	23
4.	Part C	4	Bid Proposals and Forms	24
5.	Part D	5	Terms of Reference :- Introduction, Background, Objective of RFP	35
6.	Part E	-	Summary of Important Information	37

Section 1- General Instructions and Clauses

- 1.1** Participation in this RFP process will mean that the bidder has accepted all clauses of this tender and subsequent modification(s) to this RFP, if, any.
- 1.2** Bids which are not accompanied by a duly signed copy of these terms and conditions will not be entertained under any circumstances.
- 1.3** The Bidder shall bear all costs associated with the preparation and submission of its bid and LIC will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the Respondents and Life Insurance Corporation of India until successful bidder is selected at the end of online reverse auction.
- 1.4** The Bidder is expected to study carefully all instructions, statements, forms, terms and specifications in this RFP or modifications or clarifications thereto, if, any. Failure to furnish all information required in bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While LIC has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for Bidders. Furthermore, during the RFP process, LIC has disclosed or will disclose in the RFP or clarifications as applicable, available information relevant to the Work to the extent, detail, and accuracy allowed by prevailing circumstances. Subject to the proviso in the previous sentence, LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the Work in order for Bidders to submit viable Proposals. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any addenda, nor of its being comprehensive or exhaustive.
- 1.5** Participation in this Bid will imply that the Bidder has accepted all the terms and conditions and subsequent modifications, if, any, of this Bid document. As such the bidder will have to submit a forwarding letter with technical bid as given in this RFP.
- 1.6** All the communication with bidders will be done through the official mail-id smsbid@licindia.com with the mail-id of contact person provided by the bidder in technical bid. LIC may also send communication by fax or letter or post such communications under "Tenders" section in LIC's website www.licindia.in.
- 1.7** Any notice by one party to the other, pursuant to the bidding process / Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to "The ED (IT/BPR), LIC of India, IT Department, 2nd floor, Jeevan Seva Annex, S.V. Road, Santacruz, Mumbai 400054" with a copy to "Assistant Secretary (IT/BPR/Security), LIC of India, IT Department, 2nd floor, Jeevan Seva Annex, S.V. Road, Santacruz, Mumbai 400054."
- 1.8** Non-refundable Bid processing fee of Rs. 10,000/- will have to be submitted along with the technical bid in the form of Demand Draft drawn in favour of Life Insurance Corporation of India, payable at Mumbai, issued by a Nationalized/Scheduled Bank. Bidders need to pay only one bid processing fee under this RFP.
- 1.9** Arithmetical errors will be rectified on the following basis:
 - 1.9.1** If, there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.
 - 1.9.2** If, there is discrepancy between amount in words and figures, amount in words will prevail.

- 1.10** Canvassing in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to canvassing are liable to be rejected.
- 1.11** No price variation/adjustment or any other escalation will be entertained after submission of bids.
- 1.12** Overwriting/correction in the commercial bid are not permitted and any such overwriting in commercial bid will lead to its rejection.
- 1.13** The bidder whose bid is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though LIC may elect to modify / withdraw / cancel the RFP.
- 1.14 Assignment:** - The Bidder shall not assign in whole or in part, the obligations to perform under the contract, except with Corporation's prior express consent.
- 1.15 Dispute:** - In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability the same shall be referred to a person to be nominated by LIC whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- 1.16 Force Majeure:** -
- 1.16.1 Definition:** -
- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
 - b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
 - c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- 1.16.2 No Breach of Contract:** - The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 1.16.3 Measures to be Taken :** -
- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any case not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the "LIC", shall either:
 - i. demobilize,; or
 - ii. continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 1.15.

1.17 Non Disclosure Agreement: - The successful bidder will have to execute a Non-Disclosure Agreement as per Annexure 'F' immediately after close of online reverse auction.

1.18 Copyright Violations and Patent Rights: -The Bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all Software supplied by the Bidder. The Bidder shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Software package.

1.19 Limitations of liability: - Except in cases of criminal negligence or wilful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract value with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.20 Pricing Committee meeting: - LIC reserves the right to call the L1 vendor for price negotiations, if, required. Notwithstanding the above, the decision of LIC of India shall be final and binding on the vendor. It shall be incumbent upon all vendors to keep all matters relating to the discussions between LIC and themselves, confidential. LIC reserves the right to re-negotiate the rates **with** the vendor, whenever there is an announcement of reduction in rates by the Regulator (TRAI).

1.21 Rights reserved by LIC :-

1.21.1 No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids. However LIC reserves the right to extend the last date and time for submission of the bids at its own discretion.

1.21.2 If, at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the bidder from bidding prospectively for a period to be decided by LIC and take any other action as may be deemed necessary.

1.21.3 LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.

- 1.21.4** If, in view of LIC, it is found that a bid is not containing sufficient information to permit a thorough analysis, is liable to be rejected.
- 1.21.5** LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- 1.21.6** Bids not conforming to the requirements of the RFP may not be considered by LIC. However, LIC reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the Corporation, the best interests of LIC would be served. However, this will be done before opening of the commercial tender(s).
- 1.21.7** To Assist in Technical Evaluation, LIC reserves the right to call for any clarification from any/all bidder during the evaluation of the bids. Such clarifications should be submitted only in writing. **However, no other correspondence on bids will be entertained.**
- 1.21.8** Further, LIC shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of award of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by LIC at its sole discretion.
- 1.21.9** The decision of LIC in all such matters will be final and binding on all bidders participating in this bid.
- 1.21.10** LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- 1.22 Evaluation criteria:** - Evaluation of the responses to the RFP and subsequent selection of the successful bidder(s) will be done as per process and criterion mentioned in Part – B and acceptance of information provided by bidder for the purpose of evaluation is entirely at the discretion of LIC and will be binding on the bidders. Its decision shall be final and no correspondence about the decision shall be entertained by the corporation.
- 1.23 Confidentiality:** - The contents of this RFP and the supporting documentation are confidential to LIC and are provided solely for the purpose of response to the RFP.
- 1.24 Negligence:** - If, the bidder neglects to execute Complete Application/Services/SMS Solution including the installation of server / infrastructure with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him / request made to him in writing by LIC in connection with the Application/Services/SMS solution or shall contravene the provisions of General Terms and Conditions, LIC shall have the right to cancel the purchase order holding the bidder liable for the damages that LIC may sustain in this behalf. Thereafter LIC may make good the failure at the risk and cost of the bidder.
- 1.25 Disclaimer:** - This RFP is not an offer by LIC of India, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of LIC with the Bidder.
- 1.26** The bidder shall comply with all statutory instructions / guidelines issued by IRDA/TRAI/GOI/or any other government authority/regulator from time to time and will hold LIC indemnified against any action / penalties imposed. The solution should be capable of providing extracts from records as may be required by LIC or Law enforcement agencies.

2 Part A - Section 2: - Instructions for Bidders: -

2.1 Definitions: - In this Tender document, the following terms shall be interpreted as indicated:

- 2.1.1** The term “Life Insurance Corporation of India” means, a statutory Corporation established under Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021(hereinafter referred to as “LIC” or “LIC of India”), which expression shall, unless repugnant to the context and meaning thereof, shall mean its successors, permitted assignees), represented by its designated official
- 2.1.2** The term “Bid” will mean this tender document.
- 2.1.3** The term “Contract” means the agreement signed by successful bidder and LIC at the conclusion of bidding process.
- 2.1.4** The term “Vendor” or “Bidder” means the firm or the company participating in this bid.
- 2.1.5** The term “TOTAL CONTRACT VALUE” means the grand total of Commercial bid after conclusion of online reverse auction and/or price negotiation if, applicable.
- 2.1.6** The term “Order/ Purchase Order (PO)” means the P O issued in favor of the successful Bidder(s).
- 2.1.7** The term “Service” (also called as “Solution” or “Project” in this RFP) means providing SMS Solution by implementation of all the updated means, such as Hardware and Software, and also testing, maintenance, and carrying out other obligations, as elaborated in this document.
- 2.1.8** “Successful Bidder” or “L1 Bidder” means the bidder who is found to be the L1 (lowest) bidder after conclusion of online reverse auction subject to compliance of all conditions of this RFP.
- 2.1.9** The term “Letter of Intent” means the letter/fax/e-mail or any memorandum communicating to the successful bidder intimating his selection as successful bidder.
- 2.1.10** The term “Acceptance of Tender” means the letter/fax/e-mail or any memorandum communicating to LIC regarding Acceptance of Tender.
- 2.1.11** “Date of Acceptance of Tender” means the date on which “Acceptance of Tender” is communicated to LIC either through fax / e-mail/ letter.
- 2.1.12** Any communication with bidder will be deemed to be complete, if, the communication is sent through fax or email or Register post letter.
- 2.1.13** A registered corporate in India, means registered under the Companies act 1956, and should be registered under all other statutes, wherever necessary with the Central and / or state government or its instrumentalities.

2.2 Brief Description of Solution: - Wireless Messaging Solution (SMS Solution) will include following services, which are not exhaustive but indicative, more services may be added to this list in future:

- 2.2.1** HTTP / HTTPS / FTP / SMPP Interface, Back up for Push messaging, Black listing and Purging of Lists of Invalid Numbers, DND Numbers
- 2.2.2** The solution should provide all the facilities as mentioned in expected deliverables and scope of work mentioned in this RFP (Section 2.20 and 2.21)

- 2.2.3 The solution must offer a retry as well as re-routing mechanism and a job scheduling mechanism
- 2.2.4 The dedicated infrastructure must have a cumulative throughput of at least 1000 SMS / sec.
- 2.2.5 Bidder should provide dedicated onsite and remote support for LIC.
- 2.2.6 The SMS software should be scalable to meet the requirements of LIC for the next 5 years
- 2.2.7 Capability to interface the SMS solution with new applications, middleware / Enterprises Application Interface (EAI) solution LIC may introduce in the future. The SMS solution should have the capability to meet this requirement without any change in its functionality.
- 2.2.8 Short Code/ Virtual Solution
- 2.2.9 Long Code/ Virtual Solution
- 2.2.10 Reservation and activation of existing 14 keywords for both short code and long code
- 2.2.11 Additional Keywords – 10 per year

2.3 Bidding will take place under two-bid system for Wireless Messaging Solution (SMS Solution). The bidder will have to submit technical bid and commercial bid as per conditions mentioned in sub-section 2.6, 2.7 and 2.8 below.

2.4 Two Stage Bidding Process: -

- 2.4.1 The response to the present tender is to be submitted by way of Two Stage Bidding Process. The Technical bid/ Commercial bid (Indicative Price) with the relevant information/ documents/ acceptance of all terms and conditions strictly as described in this RFP will have to be submitted.
- 2.4.2 Technical bids will be opened first on the date and time stipulated in summary of important information in this RFP document. Bidders conforming to each criterion given in both part-I and II will be technically qualified and commercial bids of only these bidders will be opened. The date and time of opening of commercial bids and date of online reverse auction will be conveyed to technically qualified bidders separately.
- 2.4.3 The commercial bids of the Bidders who do not conform to minimum eligibility criterion will not be opened.
- 2.4.4 If, short-listed, the Bidder should be willing to participate in the online reverse auction to be conducted by LIC's authorized service provider on behalf of the LIC. Short listed Bidders will be trained by LIC's authorized service provider for this purpose, and they should also be willing to abide by the E-business rules for reverse auction framed by LIC.

2.5 Pre-bid meeting: -

- 2.5.1 A Pre-bid meeting will be held with all the interested bidders on 29th November 2011 at 1100 hrs. at the address given in the summary of important information.
- 2.5.2 Maximum two authorized representatives from each bidder/firm are allowed to attend the pre-bid meeting and the details of such persons should be mailed to LIC by 26th November 2011, 2.00 pm.
- 2.5.3 The bidders should send their queries in writing so as to reach us latest by 25th November 2011, 2.00 pm. to the e-mail id mentioned in Summary of Important Information. Queries not received within the specified time will not be entertained.

2.5.4 Responses to clarifications sought by the bidders about the tender document and approved modifications (if, any) issued by LIC will become part of the tender document. The modifications (if, any) would be uploaded as a corrigendum to the tender on our website www.licindia.in.

2.6 **Technical Bid:** - The Technical bid is divided into two parts viz. (a) Minimum Eligibility Criterion for bidders and (b) Minimum technical and functional requirements criterion. Bidders should submit both duly filled in hard copy as well as soft copy in a CD of part-I and II.

Part- I: Minimum Eligibility Criteria for bidders

Sr. No.	Minimum Eligibility Criteria for bidders
1.	<p>The bidder should be :</p> <p>A registered corporate in India or a registered corporate telecom service provider company in India having the capacity to provide services under the scope of this RFP</p> <p style="text-align: center;">OR</p> <p>A company/statutory body owned by Central/State Government company having the capacity to provide services under the scope of this RFP</p> <p>The bidder should submit the valid sales tax/VAT registration certificate and Service Tax registration certificate as a proof of above.</p>
2.	<p>The bidder should be in the business of SMS SOLUTION PROVIDER for a minimum period of three (3) years.</p>
3.	<p>The bidder should have completed at least ten (10) projects (in India) on text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years Documentary proof (purchase order or customer certificate etc.) and undertaking that all above mentioned services were part of solution should be submitted along with the bid. Bidder should submit details like, name of contact person and other contact details for above projects.</p>
4.	<p>The bidder should have tie-ups with at least three major national mobile operators for delivery/retry/re-routing of messages so that, in the event of failure (technical failure or winding up of business etc.) of any particular Carrier, the delivery of messages does not suffer.</p> <p>Note: LIC will not enter into any contract with any Carrier or Service Provider. The bidder shall be the single point of contact for LIC for all services procured under this RFP. LIC will also not register as tele-marketer for any service covered under this RFP.</p>
5.	<p>The bidder so selected should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party. The bidder should be the legal owner of the software or packages of the solution it intends to provide to LIC of India. The bidder should not be a mere System Integrator, using third party tool(s) for the solution. The bidder should provide the source codes to LIC.</p>
6.	<p>Bidder must have had a minimum turnover of Rs. 12 Crores in each of the last three financial years(2008-2009, 2009-2010 and 2010-2011) from SMS related business and should also have made profit(before tax) in the last one of those three years. Attested copies of audited Balance sheet and Profit and Loss account to be attached. If, turnover from SMS related business is not shown separately, a certificate from appointed statutory auditors of the company should be enclosed.</p>

7.	There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder or its tie-up partner.
----	--

The documentary evidence in respect of above would be essential as given in Annexure A. Technical bids not accompanied by documentary evidence will be rejected.

Part- II: The Minimum technical and functional requirements criterion for “**Wireless Messaging Solution (SMS Solution)**” keeping in mind the deliverables and product specifications are as per Annexure B. **The bidder must confirm that solution to be provided should qualify for all these technical specifications.**

2.7 Commercial Bid: -

- 2.7.1** The format of the commercial bid is provided in Annexure C. The same is to be submitted with relevant details.
- 2.7.2** For arriving at Number of SMS sent following criterion is to be used as per existing convention. In case there is any change in these established conventions in future, the same will be changed here.
- 2.7.2.1** Any normal English alphabets and character based text/push/pull SMS containing up to 160 characters sent to any GSM mobile phone in India will be counted as 1 SMS.
- 2.7.2.2** Any normal English alphabets and character based text/push/pull SMS containing up to 140 characters sent to any CDMA mobile phone in India will be counted as 1 SMS.
- 2.7.2.3** Any Unicode message containing up to 70 characters to any GSM or CDMA mobile phone in India will be counted as 1 SMS.
- 2.7.3** Soft copy of the commercial bid in a CD is also to be submitted along with hard copy.
- 2.7.4** L1 price will be determined by online reverse-auction bidding on a date stipulated by LIC. The date of online reverse-auction bidding will be conveyed to technically qualified vendors separately.
- 2.7.5** For each component, the prices quoted should be inclusive of all costs **except** service tax, local tax, cess, levies, octroi etc.
- 2.7.6** All the amounts, quotes should be Indian Rupees.
- 2.7.7** The approximations of Push SMS messages in following 2 categories for future period is as under:

SMS Category	Existing average Volume (per month)	Volume Estimates (Dec 2012) (per month)**	Volume Estimates (Dec 2013) (per month)**	Volume Estimates (Dec 2014) (per month)**
High Priority SMS messages (Transactional)	20 Lacs	30 Lacs	50 Lacs	80 Lacs
Promotional SMS messages	80 lacs.	2 Cr.	4 Cr.	6 Cr.

- 2.7.8** The above volume estimates are based upon estimates of past data. LIC neither guarantees the estimated volumes, nor shall it assume any responsibility, should the actual volumes deviate from the estimations.

2.8 Submission of Bids: -

- 2.8.1** The technical specifications along with the minimum eligibility criteria should be placed in one envelope, sealed and super scribed with “TECHNICAL BID – Wireless Messaging Solution (SMS Solution)”.
- 2.8.2** The Commercial Bid Should be placed in a separate envelope, sealed and super scribed with “COMMERCIAL BID for Wireless Messaging Solution (SMS Solution)”
- 2.8.3** These envelopes containing the technical specifications (along with minimum eligibility criteria) and commercial Bid should be placed in another envelope with superscription “BID for Wireless Messaging Solution (SMS Solution)” and should be deposited in the Tender Box available at the address given in Summary of Important Information before stipulated deadline.
- 2.8.4** The bidder should submit all the requirements as called for in the form of soft copies on CD (i.e. bidder’s documents, annexure etc.) as well as all hard copies (bidder’s documents, annexure, certificates etc.)
- 2.8.5** Each page of bid (technical and commercial) should have been signed by an authorised person in whose name power of Attorney/ authorization is issued under the seal of the bidder (Letter of power of attorney or authorisation should be submitted along with the bid). Also each page should be stamped with company seal.
- 2.8.6** All the documents in technical bid should be arranged in the order given below.
- a.** Covering letter (Cover Note).
 - b.** Bid submission letter as per format given in Annexure I
 - c.** Technical Bid part I as per format given in Annexure A
 - d.** Technical Bid part II as per format given in Annexure B
 - e.** Details to be given as per formats given in Annexure D, Annexure E and Annexure J.
 - f.** Proof of Registration details of the company
 - g.** Proof of Sales Tax/VAT registration number & date of registration
 - h.** Proof of Service tax registration no. & date of registration
 - i.** Tie-up Certificate from Carriers (GSM & CDMA)
 - j.** Balance sheet and profit and Loss statement for the last 3 financial years to be enclosed
 - k.** Hard copy of all requirements for technical compliance duly signed and stamped.
 - l.** Power of Attorney/ authorization under the seal of the bidder in the name of the person signing the documents.
 - m.** Soft copy of all requirements for technical compliance on a CD.
- 2.8.7** All the documents in commercial bid should be arranged in the order given below.
- a.** Covering letter (Cover Note)
 - b.** Hard copy of Commercial Bid as per format given in Annexure C duly signed and stamped.
 - c.** Soft copy of Commercial Bid on a CD.
- 2.8.8** It will be bidder’s responsibility to ensure that all requirements mentioned in the tender are complied with and there is no duplication of documents.

- 2.8.9 Each page of the bid response (Technical or commercial bid, annexures thereto) or any clarification submitted to LIC should be numbered, signed and stamped.
- 2.8.10 LIC will not in any way be responsible for late submission or delivery at any other address other than that mentioned above.
- 2.8.11 **Non-adherence to above clauses may result in rejection of bid by LIC.**

2.9 Reverse Auction: -

- 2.9.1 LIC shall provide web based E-tender system for reverse auction. Negotiation, if, any shall be done through online reverse auction with pre-qualified bidders, if, there are more than one pre-qualified bidders.
- 2.9.2 The L1 bidder will be decided by online reverse auction for which web-based e-tender platform will be made available by LIC to all technically qualified bidders. The date and time of online reverse auction will be decided by LIC and will be communicated to all technically qualified bidders separately.
- 2.9.3 The bidder quoting lowest price at the end of the online reverse auction will be declared as L1 bidder.
- 2.9.4 The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by comptroller of Certifying Authority (CCA) as per Information Technology Act 2000 as amended from time to time.
- 2.9.5 LIC reserves the right to accept the lowest bid either in full or part thereof or totally reject the bid. LIC may distribute the tendered scope to more than one bidder at any of the locations.
- 2.9.6 LIC reserves the right to have multiple vendors as per internal and external business requirement provided other vendors match the price quoted by L-1. Users will have the option to choose service provided by any of these vendors.
- 2.9.7 In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves right to negotiate price with the lone bidder.

2.10 All flow charts, documents, manuals, catalogues and information furnished by the bidder as a part of technical or commercial bid or clarification to queries raised by LIC shall become the property of LIC.

2.11 Decision of the competent authority in all matters with regard to this tender will be final and binding on all Bidders participating in this Bid.

2.12 Earnest Money Deposit (EMD) in the form of Bank Draft: -

- 2.12.1 The Bidder should submit to LIC along with the technical Bid a Bank Draft of Rs.5,00,000 (Five Lakhs Only) in favour of LIC of India payable at Mumbai towards the Earnest Money Deposit. The Bank Draft should be from any Nationalized Bank valid up to 31.05.2012.
- 2.12.2 The Earnest Money Deposit will be refunded to the unsuccessful bidders after completion of this bidding process.
- 2.12.3 The Earnest Money Deposit will be refunded to the successful Bidder after submission of Performance Bank Guarantee.
- 2.12.4 The Earnest Money Deposit will be forfeited if,:
 - 2.12.4.1 The bidder withdraws his bid at any time after submission of the bid but before the issue of Purchase Order.
 - OR
 - 2.12.4.2 The bidder fails or refuses to fulfil his contractual obligations after the award of the purchase order (For Successful Bidder)

2.13 Renegotiation of prices, price validity and Validity of the contract: -

- 2.13.1 Initially the contract will be valid for a period of 3 years from the date of signing of the contract.
- 2.13.2 The prices quoted for SMS solution should be valid until 31st December 2014, subject to lowering in rates by the vendor, whenever there is an announcement of reduction in rates by the regulator (TRAI) or because of prevailing market conditions.
- 2.13.3 LIC reserves right to re-negotiate the prices during above period if there is reduction in rates in market or regulatory conditions reduces the rates.
- 2.13.4 LIC reserves right to extend the validity of the contract with successful vendor for further period of 2 years (i.e. up to 31.12.2016) subject to conditions that,
 - 2.13.4.1 services of the successful vendor are satisfactory;
 - 2.13.4.2 SMS services available in the market at that time are made available to LIC without any extra cost;
 - 2.13.4.3 Prices are re-negotiated as per prevailing market conditions.

2.14 Performance Bank Guarantee (PBG): -

- 2.14.1 The successful bidder will be required to submit a performance bank guarantee of amount equivalent to 10% of contract value (rounded off to nearest ten thousand rupees) in favour of LIC of India after issuance of PO.
- 2.14.2 The Performance Bank Guarantee should be from any Nationalized Bank/scheduled Bank.
- 2.14.3 The Bank Guarantee should be valid for 3 years from the date of purchase order.
- 2.14.4 The Performance Bank Guarantee will be evoked in any of eventualities mentioned in section 2.16

2.15 Suspension : “LIC” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.16 Termination of contract or revocation of purchase order: -

- 2.16.1 LIC reserves the right to take all legal recourse such as, cancel the contract, recall the performance guarantee, and claim damages etc. in situations mentioned in following points in addition to actions mentioned therein, other than in situation amounting to force majeure.
 - 2.16.1.1 If, for any reason, L1 bidder arrived so fails to honour purchase order or fails to deliver solution or complete the project within period stipulated in RFP, LIC will give an option to other bidders in order of L2, L3... to honour the contract subject to condition that they match the price quoted by L1 bidder in online reverse auction.
 - 2.16.1.2 If, anytime within 3 years from date of issue of purchase order LIC finds the services or working of solution provided by vendor unsatisfactory, LIC reserves right to terminate the contract. In such situation, 30 day written notice will be sent to the bidder for termination of contract without assigning any reason. In the case of

termination / cancellation of the order, the bidder will not be entitled to or recover from LIC any amount by way of damages, loss or otherwise. In such a situation, Bidder will be paid charges towards services delivered till the date of termination of the contract. In the event of cancellation of agreement or termination of the order, the bidder will assist in smooth migration to new bidder. If, this condition is not adhered to, LIC will invoke the performance bank guarantee and may also blacklist the bidder for a period up to 5 years.

2.16.1.3 If, at any future point of time it is found that the Bidder had made a statement which is factually incorrect or if, the bidder does not fulfil any of his contractual obligations, in addition to above actions, LIC may debar the Bidder from bidding prospectively for a period to be decided by LIC and take any other action as may be deemed necessary.

2.16.1.4 If, any legal action is initiated or taken against the bidder by any government body for violation of any legal regulations, LIC will take action as it may think fit, as mentioned above.

2.17 Solution Implementation Time-frame: -

2.17.1 The Bidder should note that all activities in regards to the supply of software of Wireless Messaging Solution (SMS Solution), Installation on LIC’s website/port of the user interface (user login, password authentication etc.), Integration with our database, Configuration with our server etc. to be done by them- without outsourcing- should be done within four (4) weeks from the date of issuance of purchase order.

2.17.2 The Bidder will have to submit request for details of information required from LIC within 1 week from the date of issuance of purchase order.

2.17.3 Thereafter, the Scope of Work is to be submitted within a week from the date of receipt of required information.

2.17.4 Time schedule for delivery and installation: -

Sl. No.	Activity	Delivery Schedule
1.	Submission of request for any information required from LIC for scope of work or planning of entire Project Implementation which is not covered in this RFP	Within 1 week from the date of issue of Purchase Order
2.	Submission of Scope of Work and Project Implementation Plan	Within 1 Week from the date receipt of required information from LIC.
3.	Integration of SMS application with our database and activation of Broadcasting of SMS Messages	Within 4 weeks from the date of issue of Purchase Order
4.	Short Code Activation and activation of existing key words	Within 1 week from the date of issue of request/ Order from LIC
5.	Long Code/ virtual solution Activation	Within 1 week from the date of issue of request/ Order from LIC
6.	Total period for implementation of Solution	4 weeks from date of issue of Purchase Order

2.18 Terms of Payment to Vendor: -

2.18.1 Payment of SMS charges: -Payment will be made for the actual messages delivered (at the end of each month) after receiving the following documents by the department authorized (Marketing Dept., Central Office, Mumbai) to make the payment : -

2.18.1.1 Performance Bank Guarantee as stipulated in Section 3 (K) and letter of indemnification as per Section 3(L) and 4(U) along with invoice for 1st bill only

2.18.1.2 Final Sign off duly signed by Asst. Secretary and above from IT/BPR department based on performance feedback received from at least 10 users.

2.18.1.3 Invoice describing no. of messages delivered successfully with amount

2.18.1.4 MIS report in soft copy as defined by LIC. This breakup should be separate for transactional and promotional SMS and should also show number of NDNC messages dropped.

2.18.1.5 A certificate stating that all the promotional SMS have been delivered with a restriction on delivery between 9 PM to 9 AM.

2.18.2 The address where invoices are to be submitted will conveyed to successful vendor after issuance of purchase order.

2.18.3 No advance payment or interest on deposits/PBG will be paid.

2.18.4 Payment will be made on monthly basis in arrears for all successful SMS sent (Those messages which are successfully delivered to the Telecom service provider within the stipulated time period).

2.18.5 No payment will be made for any Invalid / Do Not disturb (DND) Numbers.

2.18.6 The Vendor will raise single invoice every month for services procured under this RFP. However, LIC reserves the right to ask successful vendors to raise (a) quarterly/half-yearly invoices and (b) separate invoices for each zone and CO Departments.

2.18.7 Payment will be made on the actual usage as confirmed by the users and not solely dependent on the vendor's MIS.

2.18.8 In case there is mass non-delivery of SMS, LIC reserves right to deduct charges for such mass non-delivery based on feedback given by users.

2.19 Service Level Agreement (SLA): - The successful vendor will have to agree to SLA and penalty clauses as given below. It will form part of the contract.

2.19.1 Penalty Clauses: -

Sr. No.	Particulars	Penalty
1.	Delay in request for details of information from LIC beyond 1 week from the date of issue of purchase order	1 % of the total contract value for every week of delay or part thereof
2.	Delay in submission of Scope of Work	1% of the total contract value for every week of delay or part thereof
3.	Delay in Integration of SMS application with our database beyond 3 weeks from the date of issue of purchase order	Rs. 50,000.00 per week of delay or part thereof.

4.	Delay in activating all services after integration with our database beyond 4 weeks from the date of issue of purchase order	Rs. 50,000.00 per week of delay or part thereof
5.	Delay in Short Code/ virtual solution Activation beyond 1 week from the date of issue of request/ Order from LIC	Rs. 5000.00 per week of delay or part thereof
6.	Delay in Long Code/ virtual solution Activation beyond 1 week from the date of issue of request/ Order from LIC	Rs. 5000.00 per week of delay or part thereof
7.	Late delivery of priority or transactional messages beyond 60 seconds to recipients mobile devices (Timely delivery of messages should be proven by logs)	Rs. 100 per complaint
8.	Late delivery of promotional, on-priority or scheduled messages beyond 1 hour to recipients mobile devices (Timely delivery of messages should be proven by logs)	Rs. 100 per complaint
9.	Delivery of messages in between 7PM to 9AM (This is subject to change as per TRAI guidelines/regulations. Timely delivery of messages should be proven by logs)	Rs. 100 per complaint
10.	Delay in responding to calls: to troubleshoot any problem in the SMS Module within 2 hours of intimation	Rs.1000 per hour of delay or part thereof
11.	Delay in restoration of SMS application after restoration of hardware breakdown from date of issue of communication from LIC	Rs. 1000.00 per hour of delay beyond 4 working hours or part thereof
12.	Delay in carrying out configuration/application changes in the SMS Module beyond 15 days from date of issue of communication from LIC	Rs.5000.00 for each week of delay or part thereof
13.	Quarterly review meetings at Central Office, Mumbai	Rs. 5000 for missing each meeting
14.	In case the number of priority messages not delivered within 60 seconds exceeds 0.5% in a day	Penalty of Rs. 25000 would be payable by the bidder to LIC for that day
15.	Submission of application software CDs to LIC after duly integration in LIC's SMS module within 15 days of integration as well as each upgradation,	Penalty of Rs. 5000 per week of delay or part thereof
16.	Nomination of project manager within 1 week of issue of PO	Penalty of Rs. 5000 per week of delay or part thereof
17.	Escalation Matrix (to the satisfaction of LIC) within 4 weeks of date of issue of PO and within 1 week of change of any member/position in this matrix	Penalty of Rs. 5000 shall be levied for each incident

2.19.2 In case of any penalty levied by LIC on account of deficiency in service on the part of the vendor, no charges would be payable by LIC.

2.19.3 LIC expects the uptime of 99.95% of the complete solution to be calculated on monthly basis. Downtime will be calculated by dividing downtime in terms of hrs by total no. of hrs in that month. Penalty for downtime for any month will be calculated as shown below in relation to billing for that month:

Availability of Solution	Charges on monthly basis
99.5% to <99.95%	1% of monthly billing of respective month
99% to 99.5%	2% of monthly billing of respective month
<99%	5% of monthly billing of respective month

2.19.4 The vendor has to bear all penalties levied by TRAI or govt. agencies in case of any discrepancy.

2.20 Expected Solution Deliverables: -

2.20.1 The bidder should:

2.20.1.1 Supply application Software

2.20.1.2 Provide user interface for the application over Website/Portal

2.20.1.3 Modification/upgradation/re-installation of above application and its integration with our existing databases (Oracle) and other applications (existing and new). This includes addition of new applications/services to be integrated with SMS application to the existing ones.

2.20.1.4 Configuration of the Centralized Server and reporting/tracking tools.

2.20.2 The Bidder is required to deliver the products and services at the destination as informed in the Purchase Order for execution. Transportation and insurance of products and services shall be arranged by the bidder and all such expenses will be borne by the Bidder.

2.20.3 In case, the vendor makes a request to LIC for using other database or operating system, the cost of such changes including licenses, patches, updates, AMC etc. has to be borne by the vendor. The vendor has to ensure that OS, SMS application software and database is fully patched and hardened on regular basis.

2.20.4 The SMS solution provided should take into account the present technical features of Wireless Messaging solution being used and also take into account the scope of work and expected deliverables described here.

2.20.5 The solution should be designed to be best suited to LIC.

2.20.6 The bidder should also be able to integrate and incorporate any new network or change/evolution in the technology (like MMS, WAP etc.).

2.20.7 Onsite Support: - The successful bidder will provide onsite support at LIC's premises between 10 am to 6 pm on all working days for attending user complaints/problems, monitoring the application deployed, etc. The onsite support person will have through knowledge of the application deployed. If, services of the onsite support person are not up to the satisfaction of LIC, LIC may recommend for replacement of onsite support person and bidder will have to comply with this within 30 days of such communication from LIC.

2.20.8 The solution should have following facilities:

2.20.8.1 Enable a user to log on using password authentication (multi-factor authentication, if, necessary) and create, modify and send messages to the group/groups he/she is authorized to do depending upon the hierarchy of the user.

2.20.8.2 Creation of hierarchy of users with one super administrator user for administration of users.

- 2.20.8.3** After creation of a group, subsequent additions or deletions or modifications to any group should be possible.
- 2.20.8.4** Have sufficient flexibility to enable users to create and modify groups/subgroups and send messages to selected group/s. It should be possible to create a group or combination of groups from a given database of mobile numbers.
- 2.20.8.5** Detailed MIS view for each user depending upon its hierarchy giving details such as number of messages sent in summary form or in detailed form.
- 2.20.8.6** Provide GUI based administration tool to generate various log reports, MIS statements, creating users and groups (including hierarchies), billing etc.
- 2.20.8.7** Users should have facility to send SMS to group or to a list of mobile numbers uploaded from an excel sheet, text file etc.
- 2.20.8.8** The solution must allow to multiple groups to be selected simultaneously for broadcasting a message.
- 2.20.8.9** There should be facility to save a sent message automatically for a predefined time period, which the user should be able to forward.
- 2.20.8.10** There should be a facility to save templates and draft messages.
- 2.20.8.11** The users should be able to schedule sending of messages.
- 2.20.8.12** Both Unicode and binary text messaging should be possible using the solution.
- 2.20.8.13** There should be facility to send flash messages in both Unicode and binary text.
- 2.20.8.14** Have the flexibility to incorporate, add or modify any new feature or change within 15 days of such request from LIC. The application software should ideally be OS/platform independent and framework based.
- 2.20.8.15** When a user authenticates into the SMS module, the limit details like allocated messages, used message up to the current date and balance available must be reflected on the screen. Also, there should be functionality so that the user can verify the number of SMS sent in the MIS report.
- 2.20.8.16** Any SMS which is being sent should be logged into our database with appropriate timestamp with details of messages sent, successful deliveries, and unsuccessful deliveries. The vendor should provide an interface for extraction of any kind of MIS reports based on the information logged.
- 2.20.8.17** There should be online real-time MIS available for checking number of messages delivered, number of messages pending for delivery. Further drill-down of figures should be possible in the same MIS.
- 2.20.8.18** The user should be able to view number of messages sent month-wise in a financial year through MIS.
- 2.20.8.19** There should be provision for setting SMS limit for each user in a hierarchical manner.
- 2.20.8.20** There should be provision of assigning administrative rights to select users depending upon their hierarchy for managing users in lower hierarchy. The administrative rights include setting SMS sending limit, readjusting SMS sending limit of users in hierarchical order.

- 2.20.8.21** The solution should be able to integrate so as to send messages generated from application.
- 2.20.8.22** The solution should be able to send scheduled alerts by fetching data from different databases to different category of recipients.
- 2.20.8.23** The SMS application should integrate with our mobile database. Our mobile database uses oracle at present.
- 2.20.8.24** Depending upon the TRAI guidelines, the application should be able to classify the messages into promotional or transactional. Necessary changes in user interface or in MIS need to be done by vendor as per instructions by LIC.
- 2.20.8.25** The Solution must be capable of assigning differential priorities to messages generated by users/ applications as per business need of LIC.
- 2.20.8.26** The SMS solution should be scalable to meet Corporation's requirements for next 5years.
- 2.20.8.27** The solution provided should be capable of being hosted in LIC premises as well as on web (internet as well as intranet). However, there shall be single MIS for the entire solution.
- 2.20.8.28** High availability configuration details to be provided by the bidder at production and DR site of LIC, to be integrated with various applications.
- 2.20.8.29** Real-time database scrubbing capacity should be available in the solution with full MIS.
- 2.20.8.30** The solution should be able to accept messages through HTTP requests from other applications of LIC and MIS of such messages should appear under different categories in MIS.
- 2.20.8.31** There should be provision of sending scheduled messages by fetching data from different databases.
- 2.20.8.32** LIC will categorize outgoing messages into three categories viz. transactional (high priority) and promotional (high priority) and promotional (low priority) as per criteria given on this page. The above categorization of messages may be required to be done on basis of user-id.
- 2.20.8.33** LIC requires that messages received by the bidder's infrastructure are delivered to the recipients within the time norms given below:

Transactional (High Priority) Messages: 5 Sec
Promotional (High Priority) Messages: 5 Sec.
Promotional Messages (Low Priority): 1 hour.

- 2.20.8.34 PRIORITIZING THE MESSAGES:** Message will be categorized into different categories as mentioned above. Based on these categories the delivery priority will be decided. The criterion is subject to change as per LIC's requirements and government regulations.

The messages can be classified into –

- a.** Transactional Messages (High Priority): -
 - i.** Updates/alerts on each premium payment transaction to Policy holder
 - ii.** Information regarding existing policy to its holder such as premium amount, loan available, etc.

2.21.1.2 The Implementation plan comprises of the following:

- i. Project Implementation plan (Graphical representation as well as details)
- ii. Project Team Composition
- iii. Escalation Matrix
- iv. Integration with our present database and other applications

2.21.1.3 The Bidder shall nominate a project manager at Mumbai who shall be responsible for the entire execution and implementation of this project. The Bidder shall specify the name of project manager in the bid. He will be a single point of contact for LIC for any problem related to services procured under this RFP.

2.21.1.4 Documentation: The bidder shall provide at least two sets of Documentation (both softcopy & hardcopy) for CO and should submit updated documentation (two copies) related to changes made at every instance of such changes in the application.

2.21.1.5 Bidder shall supply detailed "As Installed Drawings" after the completion of the project. This will also include a Printout of important configuration settings.

2.21.2 Training:

2.21.2.1 Bidder shall Train specified LIC employees for Operational Management of the system. Training shall be provided on each of the following modules to specified LIC professionals. Training shall be provided for 3 working days duration through OEM authorized agencies/faculty for 5 persons.

- i. Server management and Administration: 1 Working Day
- ii. Managing Work groups; broadcast tools; data-integration for push-pull; pushing data for alerts; message tracking: 2 Working Days

2.21.2.2 Training in respective modules need not overlap meaning thereby that training in two modules may not be imparted in a single session. LIC may send same or different persons for these modules.

2.21.3 Final Quality Acceptance Testing (not exhaustive): After installation of the software, all the features specified in the scope of work/ expected deliverables should be tested and acceptance obtained from LIC as per Annexure G.

2.22 Bidder should have business continuity plan. In case the bidder does not have ready business continuity plan, he should undertake to implement business continuity plan within 6 months from the date of purchase order.

2.23 Audit, Inspection And Testing Of Infrastructure And Facilities Of The Bidder:

2.23.1 LIC shall have the right to inspect and test the infrastructure and system of the bidder at any time. The bidder on demand from LIC shall carry out such tests in appropriate manner in the presence of LIC's representatives and free of charge to LIC. The inspection, examination or testing carried out by LIC shall not relieve the bidder from any of his obligations under the purchase contract.

2.23.2 The bidder shall bear all costs of such inspections and tests.

2.23.3 The bidder shall make available all necessary and relevant records, facilities access to the system and access to personal for audit by the LIC or any representative authorized by LIC.

3 Part B

Section 3 : Selection Procedure for Successful Bidder: -

- 3.1** Bidding will take place under two-bid system for Wireless Messaging Solution (SMS Solution). The bidder will have to submit technical bid and commercial bid as per conditions mentioned in sub-section D, E and F below.
- 3.2** Technical bids will be opened first on the date and time stipulated in summary of important information at the beginning. Bidders conforming to each criterion given in both part-I and II will be technically qualified and commercial bids of these bidders will only be opened as mentioned in section 2.4, 2.5, 2.6, 2.7 and 2.8
- 3.3** After completion of the technical evaluation of the tender, the bidders may be asked to demonstrate the capabilities of their solution at no cost to LIC.

4 Part C

Section 4 : Bid Proposals and Forms

Annexure – A

Minimum Eligibility Criterion

Sr. No.	Criterion	Bidders Response	Remark
1.	The bidder should be : A registered corporate in India or a registered corporate telecom service provider company in India having the capacity to provide customized push/pull types of services on wireless devices OR A company/statutory body owned by Central/State Government company having the capacity to provide customized push/pull types of services on wireless devices	Name of the Company: - _____ _____ Type of Company: - _____ _____ Sales Tax/VAT registration Number: - Service Tax Registration Number :- Year of incorporation of company : - *Copies of above Registration Certificates to be attached.	
2.	The bidder should be in the business of SMS SOLUTION PROVIDER for a minimum period of three (3) years.		
3.	The bidder should have completed at least ten (10) projects (in India) on text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years and should have completed at least 3 projects in BFSI sector out of the 10 projects in last 3 financial years.	No. of Projects completed in India based on text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in last 3 years: - *Give details in Annexure E and attach Proofs and undertaking that above mentioned services are covered in projects implemented.	
4.	The bidder should have tie-ups with at least three (3) major national mobile operators for delivery of messages so that, in the event of failure (technical failure or winding up of business etc.) of any particular Carrier, the delivery of messages does not suffer.	Names of GSM telecom operators with whom tie-up is there 1. 2. 3. 4. 5. Names of CDMA telecom operators with whom tie-up is there 1. 2.	
5.	The bidder so selected should have the capability to perform the entire scope of the assignment without outsourcing the	Yes/No	

	same to any third party. The bidder should be the legal owner of the software or packages of the solution it intends to provide to LIC of India. The bidder should not be a mere System Integrator, using third party tool(s) for the solution. The bidder should provide the source codes to LIC.																							
6.	The bidder should be the legal owner of the software or packages of the solution it intends to provide to LIC of India	Yes/No: - Name of the Solution/s: -																						
7.	Bidder must have had a minimum turnover of Rs. 12 Crores in each of the last three financial years(2008-2009, 2009-2010, 2010-2011) from SMS related business and should also have made profit(before tax) in the last two of those three years.	<table border="1"> <thead> <tr> <th colspan="3">Turnover and profit from SMS related business</th> </tr> <tr> <th>FY</th> <th>Turnover</th> <th>Profit</th> </tr> </thead> <tbody> <tr> <td>2008 –</td> <td></td> <td></td> </tr> <tr> <td>2009</td> <td></td> <td></td> </tr> <tr> <td>2009–2010</td> <td></td> <td></td> </tr> <tr> <td>2010 –</td> <td></td> <td></td> </tr> <tr> <td>2011</td> <td></td> <td></td> </tr> </tbody> </table> <p>All figures in Rs. Crores *Please enclose a certificate confirming above figures from statutory auditors of company if, separate final accounts are not available. *Attested copies of final accounts to be enclosed.</p>	Turnover and profit from SMS related business			FY	Turnover	Profit	2008 –			2009			2009–2010			2010 –			2011			
Turnover and profit from SMS related business																								
FY	Turnover	Profit																						
2008 –																								
2009																								
2009–2010																								
2010 –																								
2011																								
8.	There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder or its tie-up partner.	Whether such incidence has taken place in past : - Yes/ No																						

Authorized Signatory

Name:

Designation:

Date:

Place:

Annexure – B**Technical Bid part – II – Minimum Technical and Product Specifications**

Sr. No.	Features	Vendor's response
1.	The SMS solution should have HTTP / HTTPS / FTP / SMPP Interface, Back up for Push messaging, Blacklisting or Purging of Lists of Invalid Numbers or DND Numbers.	
2.	The SMS solution should provide and cover all the facilities and services mentioned in section 2.20 and 2.21 of this RFP. Whether your solution is complying this? (Kindly go through section 2.20 and 2.21 of RFP)	
3.	The solution must offer a retry as well as re-routing mechanism and a job scheduling mechanism	
4.	The bidder should have dedicated SMS gateway infrastructure which should have a cumulative throughput of at least 1000 SMS / sec	
5.	Bidder should provide dedicated onsite and remote support for LIC.	
6.	The SMS software should be scalable to meet the requirements of LIC for the next 5 years	
7.	Capability to integrate the SMS solution with new applications, middleware / Enterprises Application Interface (EAI) solution LIC may introduce in the future. The SMS solution should have the capability to meet this requirement without any change in its functionality.	
8.	The bidder should be able to provide a Short Code/ Virtual Solution which will become property of LIC.	
9.	The bidder should be able to provide a Long Code/ Virtual Solution which will become property of LIC.	
10.	The bidder should be able to reserve and activate all existing 14 keywords used by LIC for both short code and long code	
11.	The bidder should be able to provide additional 10 keywords per year free of cost to LIC	
12.	Do you have scalability of your architecture?	
13.	Is your product hosted at a secure site?	
14.	Does your product offer multiple secure connections from the enterprise?	
15.	Does your product have the ability to securely store sensitive data in a locked-down appliance?	
16.	Bidder should have business continuity plan. In case the bidder does not have ready business continuity plan, does the bidder undertake to implement business continuity plan within 6 months from the date of purchase order?	
17.	The bidder should be capable of fulfilling all the deliverables under the scope of this RFP and carry out the scope of work mentioned in relevant clause.	

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Annexure – C

Format of commercial bid

Commercial Bid* (Indicative Price)

Sr. No.	Item	Price (INR)
(1)	Cost for 1,00,00,000 (One Crore) SMS (Includes text/push/pull/Unicode messages)	

* L1 will be decided by the Cost for 1,00,00,000 (one Crore) SMS messages (Includes text/push/pull/Unicode messages) at the end of online reverse auction and payment will be made as per actual usage on pro-rata basis.

1. The estimation given in the commercial bid for 1Crore messages per month for a period of 36 months is an approximate amount based on our past experience. It is necessary for evaluating the commercial bid only.

2. LIC may ask the bidders to give break up of cost for above services as per format given by LIC. Bidders will be required to submit the cost break up within 7 days of such communication from LIC.

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Annexure – D

Details of demand draft enclosed with bid

Sr. No	DD/Bank Guarantee for	Name of the issuing Bank	Date of DD	DD Number	Amount Rs.	Validity till
1.	Bid Processing Fee				10,000/-	
2.	Earnest Money Deposit				5,00,000/-	

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Annexure – E

Information Regarding 10 Big Projects Carried Out In Past 3 Years

(Wireless Messaging Solution- SMS Solution)

(This information is for evaluation purpose only and will be treated as strictly confidential.)

Sl. No.	Name of the Client	No. of SMS sent Yearly	Cost of Project	Services provided	Commencement Month & Year of Project	Name of the Contact persons and their Phone number

All the above projects have SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS as a part of its services.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Annexure – F

(Only from successful bidder)

Non Disclosure Agreement: To be included as a part of the Non-Disclosure Agreement to be duly notarized and executed on a Rs. 200/- Stamp Paper.

Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder,

_____ , having our principal place of business/ registered office at _____, hereinafter referred to as the BIDDER, have participated in and having emerged as L1 bidder for Bid No. _____ dated _____ covering Request for Proposals for Supply, Install, Commission and maintenance of Wireless Messaging Solution (SMS on mobile) or SMS solution containing desired features for the Project of Life Insurance Corporation of India Ref: CO-IT/BPR-Security/2011-2012/1) (hereinafter called the said 'Bid') to the Life Insurance Corporation of India, Central Office, 'Yogakshema', J B Marg, Mumbai 400 021, hereinafter referred to as LIC and,

WHEREAS, the Bidder is aware and confirms that LIC's business/ operations information, Application/software, hardware, business data, architecture schematics, designs, storage, media and other information / documents made available by LIC in the Bid documents during the bidding process and thereafter, or otherwise (**confidential information** for short) is privileged and strictly confidential and/or proprietary to LIC,

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce LIC to grant the Bidder specific access to LIC's confidential information, property, information systems, network, databases and other data.

IT IS HEREBY AGREED AS UNDER:

a) The Bidder agrees to hold in trust any confidential information received by the Bidder, as part of the Bidding process or otherwise, and the Bidder shall maintain strictest of confidence in respect of such confidential information. The Bidder also agrees:

- (i) To maintain and use the confidential information only for the purposes of bidding for this Bid and thereafter only as permitted herein;
- (ii) To only make copies as specifically authorized by the prior written consent of LIC and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) To restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and
- (iv) To treat confidential information as confidential unless and until LIC notifies the Bidder of release of its obligations in relation to the said confidential information.

b) Confidential information does not include information which:

- (i) The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (ii) Is independently developed by the Bidder without breach of conditions under this Bid;
- (iii) Information in the public domain as a matter of law;
- (iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;
- (v) Is released from confidentiality with the written consent of LIC.

The Bidder shall have the burden of proving hereinabove as applicable to the information in the possession of the Bidder.

c) Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the Bidder's personnel to be present on premises of LIC or may require the Bidder's personnel to have access to software, hardware, computer networks, databases and storage media of LIC while on or off premises of LIC. It is understood that it would be impractical for LIC to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder agrees that any technical or business or other information of LIC that the Bidder's personnel, representatives or agents acquire while on LIC premises, or through access to LIC computer systems or databases while on or off LIC premises, shall be deemed confidential information.

d) Confidential information shall at all times remain the sole and exclusive property of LIC. Upon completion of the Bidding process and/or termination of the contract, confidential information shall be returned to LIC or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of LIC. Nothing contained herein shall in any manner impair rights of LIC in respect of the confidential information.

e) In the event that the Bidder hereto becomes legally compelled to disclose any confidential information, the Bidder shall give sufficient notice to LIC to enable LIC to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any confidential information or the contents of this Bid without the prior written consent of LIC. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar confidential information but in no event less than reasonable care.

f) The obligations herein shall survive the completion or cancellation of the Bidding process.

For and on behalf of: _____ (BIDDER)

Authorised Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

Annexure – G

Format of Final Acceptance Report (Not Exhaustive)

Sr. No.	Details of Scope of Work	Response by Vendor
1.	Whether application is installed successfully and is working successfully?	
2.	Whether Test of user authentication is successful?	
3.	Whether hierarchy of users to the satisfaction of LIC is created?	
4.	Whether users can create groups of recipients as per hierarchy	
5.	Whether all the functionalities as mentioned in Scope of Work of RFP are working?	
6.	Test for broadcasting to target groups.	
7.	Test for event based generation of alerts	
8.	Test of successful “PULL-PUSH” on the basis of pre-defined query.	
9.	Testing of LONG Code/ virtual solution	
10.	Testing of SHORT CODE/ virtual solution	
11.	Training of LIC officials	
12.	Testing of MIS reports	

Remarks :

Signature	Project Manager- Vendor	From LIC of India
Name		
Designation		
Date		

Annexure – I

Submission of BID

The Executive Director (IT/BPR),
LIC of India, Central Office,
2nd Floor, Jeevan Seva Annexe,
Santacruz (W), S V Road,
Mumbai - 400 054

Dear Sir,

Sub: Request for Proposal (RFP) for “Wireless Messaging Solution (SMS Solution)”

We have carefully examined the RFP furnished by LIC and subsequent pre-bid clarifications/ modifications / revisions furnished by LIC. We offer to submit our bid as per the terms and conditions and technical specifications spelt out in the RFP.

While submitting this bid, we certify that:

- (a) Prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
- (b) The prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this RFP.
- (c) We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
- (d) We agree that the rates/ quotes, terms and conditions furnished by us in this tender will be applicable to LIC.
- (e) We are submitting the bid after fully agreeing to all the terms and conditions of RFP.

If, our offer is accepted, we undertake to deliver the solution as per terms and conditions in this RFP.

We agree to abide by this offer till 31.12.2014 and our offer would remain binding upon us and may be accepted by LIC any time before the expiry of that period.

We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, LIC will have the right to disqualify us from the bid.

We understand that LIC may reject any or all of the offers without assigning any reason whatsoever.

We undertake to comply with the provisions of IT Act 2000 as modified/amended from time to time as well as guidelines issued by TRAI/GOI/RBI and any other govt. regulator.

We understand that the contract if, finalized can be extended for similar period(s) as may be mutually agreed between LIC and bidder in writing. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the bid and in default thereof, to pay to you or your successors, or Authorised Nominees such sums of money as are stipulated in the conditions contained in the bid together with the written acceptance of the SMS Solution. We understand that you are not bound to accept the lowest or any bid received. You are entitled to reject our bid at your discretion without assigning any reasons. We understand that the LIC can place the order with any one or more bidder.

Until a formal contract is prepared and executed, this offer, together with the LIC's written acceptance thereof and LIC's notification of award would constitute a binding contract between us.

Dated this _____ day of _____ 2011

Yours faithfully,

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

5 Part D

Section 5: Terms of Reference (TOR)

- 5.1 INTRODUCTION:** LIC is the largest life insurer in India, servicing more than 238 million inforce policies through 8 Zonal Offices (Bhopal, Kolkata, Chennai, Hyderabad, Kanpur, Delhi, Mumbai, Patna), 118 Divisional Offices, 2048 Branch Offices and over 1000 Satellite Branch Offices. LIC is a major public sector enterprise having its Central Office at Mumbai. LIC has been a pioneer in using information technology in enhancing the service experience of its customers. LIC has about 50 life insurance products to cater to insurance needs. It also has a strong workforce of more than 1 Lac employees & over 1.4 million Agents. All the branches and units are computerized and connected with other offices of LIC through a Wide Area Network. LIC also has dedicated internet leased links from multiple ISPs at three central office data centres.
- 5.2 Geographical Spread:** - Locations of important organisational units are as under.
- ❖ Corporate Office: Mumbai
 - ❖ Zonal Offices at 8 locations in India (Bhopal, Kolkata, Chennai, Hyderabad, Kanpur, Delhi, Mumbai, Patna)
 - ❖ Zonal training Centres at 8 locations in India (Bhopal, Kolkata, Chennai, Hyderabad, Agra, Delhi, Pune and Jamshedpur)
 - ❖ Management Development Centre: 1
 - ❖ Divisional Offices: 118
 - ❖ Pension & Group Superannuation offices: 72
 - ❖ Branch Offices: More than 3000 branches/satellite offices all over the country
- 5.3 Purpose:** - LIC proposes to procure a robust, reliable and feature-rich SMS solution to deliver outgoing SMS messages to its domestic customers' mobile phones and to receive Incoming SMS messages from any national number on any short code or long code.

6 Part E**Section 6: Summary of Important Information**

Sr. No.	Event/Activity	Details
1.	Date of Release of RFP	21 st November 2011
2.	Bid Processing Fee (non-refundable)	Rs. 10,000/- (Rs. ten thousand only) by way of Demand Draft Drawn on any nationalized bank/scheduled bank, in favour of Life Insurance Corporation Of India, payable at Mumbai
3.	Earnest Money deposit (EMD)	Rs.5,00,000 (Five Lakhs Only) by way of Demand Draft Drawn on any nationalized bank/scheduled bank, in favour of Life Insurance Corporation Of India, payable at Mumbai
4.	Pre-bid meeting	29 th November 2011 at 1100 hrs
5.	Venue for pre-bid meeting	LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 2nd floor, Jeevan Seva Annex, S.V. Road, Santacruz (W) Mumbai – 400 054
6.	Address for Receipt/submission of Bids	The Executive Director(IT/BPR), LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 2nd floor, Jeevan Seva Annex, S.V. Road, Santacruz (W) Mumbai – 400 054.
7.	Method of bid submission	Refer to relevant sections in this RFP
8.	Last date & time of submission of bids	12 th December 2011 by 1300 hrs
9.	Technical bid opening date, time & venue	Date : 12 th December 2011 by 1430 hrs Venue: - LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 2nd floor, Jeevan Seva Annex, S.V. Road, Santacruz (W), Mumbai – 400 054.
10.	Commercial bid opening date, time & venue	Will be intimated to the Technically qualified Bidders at a later date.
11.	Contact Email-id	Email ID: smsbid@licindia.com
12.	Official Website(URL)	http://www.licindia.in
Any change in information given in this RFP document will be displayed on our website wherever feasible.		

*** END OF DOCUMENT ***