

OUR TRUE VALUE ASSETS
Enduring Customer Relationships

OUR CORPORATE GROWTH
Growing Customer Confidence

OUR BOTTOM LINE
Serving Customer Needs

OUR BEST DIVIDENDS
Bringing A Smile, Wiping A Tear

ओरिएण्टल
इंश्योरेंस

पृथ्वी, अग्नि, जल, आकाश। सबकी सुरक्षा हमारे पास।

WWW.ORIENTALINSURANCE.ORG.IN

• बीमा आवक की विषय वस्तु है।

REQUEST FOR PROPOSAL

SELECTION OF SERVICE PROVIDER FOR PROVIDING SMS SERVICES

INFORMATION TECHNOLOGY DEPARTMENT
THE ORIENTAL INSURANCE COMPANY LIMITED
2ND FLOOR, ORIENTAL HOUSE
A-25/27, ASAF ALI ROAD, NEW DELHI – 110 002

This document is the property of The Oriental Insurance Co. Ltd. (OICL). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without OICL's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.



The Oriental Insurance Company Limited

(NON – TRANSFERABLE)
RECEIPT

TENDER No. OICL/HO/ITD/SMSSERVICE/2012-9 DATED 12-DEC-2012

SERIAL NO: _____

DATE OF ISSUE: __/__/__

TENDER FORM ISSUED TO: _____

RECEIVED PAYMENT VIDE DEMAND DRAFT / PAY ORDER NO _____

DATED __/__/__ FOR ₹ 5000/- ISSUED BY _____ (BANK).

SIGNATURE: _____

NAME: _____

DESIGNATION: _____



The Oriental Insurance Company Limited

(NON – TRANSFERABLE)
RECEIPT

TENDER No. OICL/HO/ITD/SMSSERVICE/2012-9 DATED 12-DEC-2012

SERIAL NO: _____

DATE OF ISSUE: __/__/__

TENDER FORM ISSUED TO: _____

RECEIVED PAYMENT VIDE DEMAND DRAFT / PAY ORDER NO _____

DATED __/__/__ FOR ₹ 5000/- ISSUED BY _____ (BANK).

SIGNATURE: _____

NAME: _____

DESIGNATION: _____



IMPORTANT NOTICE

THIS TENDER DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The bidder must quote for all the items asked for in this tender.

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Copyright © 2012 The Oriental Insurance Company Limited.



Table of Contents

1	Invitation for Bids.....	12
1.1	Essential Information	12
1.1.1	Bid Data Sheet.....	12
1.1.2	General Conditions	13
1.1.3	About OICL.....	14
1.1.4	Present IT Setup	14
1.1.5	INLIAS architecture	15
1.1.6	PORTAL for OICL.....	17
2	Instruction to Bidders	19
2.1	Introduction	19
2.2	Scope of Work.....	19
2.2.1	Service Requirement.....	19
2.2.2	Categories of SMS	20
2.2.3	Solution Requirement	20
2.2.4	Specifications of SMS gateway service.....	20
2.2.5	Estimated Volume	21
2.3	Eligibility Criteria for Qualification of Bidders.....	22
2.4	Procedure for submission of bids.....	24
2.5	Tender Document	26
2.5.1	Content of the Tender document	26
2.5.2	Clarification of Tender document	26
2.5.3	Amendment of Tender document.....	26
2.6	Bid Preparation	27
2.6.1	Language of Bids.....	27
2.6.2	Documents comprising the bid.....	27
2.6.3	Bid Prices	28



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

2.6.4	Firm Price	28
2.6.5	Bidder's Qualification	28
2.6.6	Bid Security	28
2.6.7	Period of validity of Bids.....	29
2.6.8	Format and Signing of Bids	29
2.6.9	Disclosure of Prices	30
2.6.10	Terms and conditions of Tendering Firms	30
2.6.11	Local Conditions	30
2.6.12	Proposal Ownership.....	30
2.6.13	Proposal Format.....	30
2.7	Bid Submission	31
2.7.1	Sealing and marking of Bids	31
2.7.2	Last date of Receipt of Bids.....	31
2.7.3	Late Bids	31
2.7.4	Modification and withdrawal of Bids	31
2.7.5	Address for correspondence	31
2.7.6	Opening of Bid by OICL	32
2.7.7	Clarifications	32
2.7.8	Preliminary Examination.....	32
2.7.9	Evaluation and Comparison of Bids	33
2.7.10	Verification	33
2.7.11	Exerting Undue Influence.....	33
2.7.12	OICL's Right to accept any bid/ reject any or all bids	34
2.7.13	Rejection of All Proposals, and re-invitation	34
2.8	Award of Contract.....	34
2.8.1	Post qualification	34
2.8.2	Award criteria	34
2.8.3	Notification of Award	35



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

2.8.4	Signing of Contract.....	35
2.8.5	Performance Security.....	35
2.9	Disclaimer	36
3	General Terms And Conditions of Contract.....	37
3.1	Definitions, Acronyms, and Abbreviations.....	37
3.2	Applicability	38
3.3	Use of Contract document and Information	38
3.4	Patent Rights.....	38
3.5	Project engagement period.....	38
3.6	Payment Terms	39
3.7	Currency of Payments	39
3.8	Change Orders	39
3.9	Contract Amendment	39
3.10	Assignment	39
3.11	Sub Contract	39
3.12	Project Schedule.....	40
3.13	Liquidated Damages	40
3.14	Uptime	40
3.15	Service Level Agreement.....	41
3.16	Termination for Default.....	41
3.17	Force Majeure	41
3.18	Termination for Insolvency	42
3.19	Termination for Convenience.....	42
3.20	Arbitration.....	42
3.21	Governing Language.....	43
3.22	Applicable Law	43
3.23	Notices	43
3.24	Back up support	43



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

3.25	Technical Data	44
3.26	Price fall	44
3.27	Engineering Changes	44
3.28	Prices	44
3.29	Deduction	44
3.30	Taxes and Duties.....	45
3.31	No Claim Certificate	45
3.32	Confidentiality	45
3.33	Supervision	46
3.34	Cancellation of the contract & compensation.....	46
3.35	Publicity.....	47
4	Templates & Forms	48
4.1	Bidder Profile.....	48
4.2	Bid Letter (Qualification) Template	49
4.3	Office locations and service infrastructure facilities.....	51
4.4	Reference Form for SMS Services	52
4.5	Statement of Deviation from Requirement.....	53
4.6	Statement of Deviation from Tender Terms and Conditions	54
4.7	Bid Letter (Commercial) Template	55
4.8	Statement of Commercial Deviation.....	57
4.9	Details of Cost	58
4.10	Contract Form	60
4.11	Proforma for Bank Guarantee for Contract - Performance Security	62
4.12	Bid Security Form	64
4.13	Major Related Activities carried out in last Two years & their %age in revenue	65
4.14	List of Bidder's Major Clients.....	66
4.15	QUALIFICATION BID CHECKLIST	67



1 INVITATION FOR BIDS

This invitation bid is for selection of qualified Bidder to provide SMS Services for Oriental Insurance Co. Ltd. as per the requirement specifications detailed in this RFP, Templates & Forms given in [§§ 4](#), and instructions given in section [§§ 2](#), of this document.

Sealed offers prepared in accordance with the procedures enumerated in section [§§ 2](#) should be submitted to the Deputy General Manager (IT) OICL. Eligible bidders may submit their Bid not later than **16-Jan-2013 1:00 PM**.

1.1 Essential Information

1.1.1 Bid Data Sheet

Event	Details / Target Date
Reference Number of RFP	OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012
Purpose of RFP	Selection of qualified Bidder for Providing SMS Services for Oriental Insurance Co. Ltd.
EMD	₹ 50,000/- (The EMD will not carry any interest.)
RFP Validity Period	Ninety (90) days from the time the RFP submission process closes.
RFP Document Price	₹ 5000/- by crossed Demand Draft/Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The application money is non-refundable.
Contract Period	Three (3) Years
Sale of tender & Availability	Tender document is available for sale between 1100 Hours to 1600 Hours on all working days from <u>12-DEC-2012</u> to <u>15-Jan-2013</u>
Last date to send in requests for clarifications	<u>07-Jan-2013 1:00 PM</u>
Date and time for Pre-Bid Meeting	<u>10-Jan-2013 03:00 PM</u>
Venue for Pre-Bid Meeting	Will be intimated
Issue of clarifications	<u>11-Jan-2013</u>
Last date for submission of bids	<u>16-Jan-2013 1:00 PM</u>
Opening of Qualification bid	16-Jan-2013 3:00 PM
Declaration of short-listed bidders for commercial bid	Will be intimated to bidders on 16-Jan-2013
Opening of commercial bids	Will be intimated to bidders on 16-Jan-2013
Declaration of L1 Bidder	Will be intimated to bidders on 16-Jan-2013



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

Address for Bid Submission and Correspondence	Deputy General Manager (IT) Information Technology Department The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: - +91 11 23243693 / +91 11 43659211 Fax: - +91 11 23269087 E-mail: - tender@orientalinsurance.co.in
Only One Bid	A Bidder shall submit only one proposal. If a Bidder submits more than one proposal, such proposals shall be disqualified.

1.1.2 General Conditions

- OICL reserves the right to vary above timeframe at its absolute and sole discretion should the need arise. All dates mentioned in section [§§ 1.1.1](#) are tentative and the Bidder acknowledges that he cannot hold the Company responsible for breach of any of the dates.
- From the date of RFP issue through the date the contract is executed, communication with any OICL personnel or members regarding this RFP and the corresponding procurement other than OICL designated contact person listed in the RFP instructions is prohibited. Failure to follow this provision may be grounds for disqualification from proposal consideration.
- Any costs incurred in responding to this request for proposal shall not be reimbursed.
- OICL may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and OICL reserves the right for such waivers.
- OICL reserves the right to scrap the tender at any stage without assigning any reason.
- OICL will not provide any components, tools, utilities. All the required components, whatever required for successful implementation of the service have to be provided only by the successful Bidder.
- If at any stage of project work, it is observed that offered services do not meet OICL's requirement and/or fail to provide requisite performance and required reports due to any reason not attributable to the OICL, the bidder shall have to take suitable measures without any additional cost to the OICL.
- OICL reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFP, if it is in the best interests of OICL.



- Prospective Bidders who have received this document from the OICL and OICL's web site, or who have received this document from any other source, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the OICL and provide their name and e-mail address so that amendments to the RFP or other communications can be sent to them.
- Unless otherwise deleted or modified by mutual agreement between the OICL and the successful Bidder, all terms, conditions and provisions contained in the RFP shall be incorporated into the contract by default.

1.1.3 About OICL

The Oriental Insurance Company Limited (OICL), a public sector undertaking dealing in non-life insurance, is ahead of its peers in the industry in adopting information technology. Apart from Core-Insurance application OICL has various centralised corporate applications like web portal, email, Desktop Management Suite, VC etc hosted at its Data Center.

OICL has its head office at New Delhi, Primary Data Centre (PDC) at Bengaluru & Secondary Data Centre (SDC/DR) at Navi Mumbai, 30 regional offices in various state capitals, Staff Training College (OSTC) at Faridabad, 300+ divisional offices, 600+ branch offices, Regional Training Centres, Service Centres and 300+ extension counters/micro offices geographically spread out across India. It has about 15,000 employees and about 35,000 agents. As on date, all offices of OICL are connected using leased lines, MPLS with appropriate bandwidth. ISDN links exist as a backup for operating offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has presence in Nepal, Dubai and Kuwait.

The Company's Gross Direct Premium Income in India during the year 2010-11 (Audited) was Rs.5457.33 crores and the Premium Income outside India was Rs.112.55 crores.

The Oriental Insurance Company has been enjoying the highest rating from leading Indian credit rating agencies CRISIL and ICRA. The Company has also been rated as B++ (Good) by AM Best, an international rating agency.

1.1.4 Present IT Setup

OICL is ahead of its peers in the industry in adopting information technology. It has its own software development team that manages payroll, PF, website and other miscellaneous IT systems used in the company.



To bring uniformity, security and centralized access OICL has adopted an integrated non-life insurance application software, named INLIAS, with the help of a technology partner, M/s 3i-Infotech. INLIAS is running successfully in more than 1000 operating offices.

The INLIAS application serves the entire business requirements of the OICL. Its scope covers from underwriting, accounting, claims processing, report generation and reinsurance requirements.

Daily around 40,000 documents (proposal, endorsement etc) are being entered into the system. Users generate around 50,000 transaction reports (Premium receipt etc) and 25000 non-transaction reports (GL Summary etc) on a normal working day. The transaction load increases by around 10% on every month-end/year-end. Also the volume of report-generation increases on first three working days of every month. OICL offices operate 5 days a week (Monday to Friday).

The company has set up Two-way Disaster Recovery Site in Active-Active Mode. The core-insurance application is served from primary Data Center and all non-transaction reports are served from secondary Data Center.

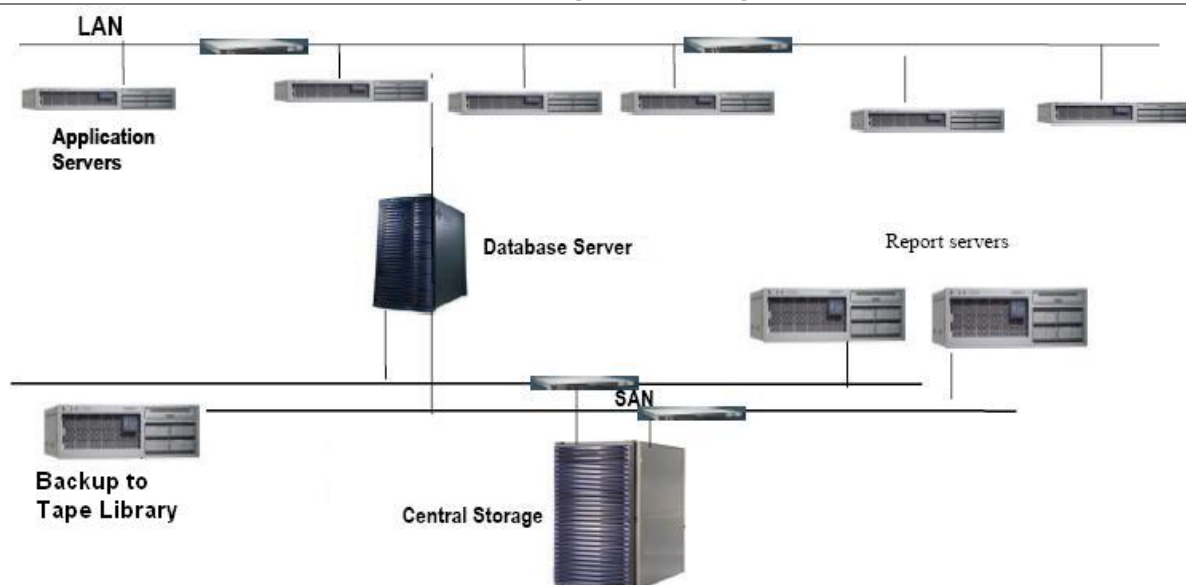
The Company has also launched state-of-the-art web portal in Sept 2009 through which customers can transact, make payments and track the status of various transactions. The portal has login facilities for retail customers, employees, corporate brokers and agents.

OICL has various other centralised applications like email, Desktop Management Suite, VC, SAP Investment management, Peoplesoft HRMS etc hosted at its Data Centers at Vashi and Bengaluru.

1.1.5 INLIAS architecture

BACK-END: INLIAS is an intranet based application with 3-tier architecture. The infrastructure is hosted at OICL's centralized level-4 Data Center. The oracle application server suite was used to serve client interface and reporting requirements. The oracle 10g database is hosted on a high-end SUN SPARC server. The OS platform for all the database, application and reporting servers is Solaris 10.

The LAN Architecture of DB and Application Servers are as below:

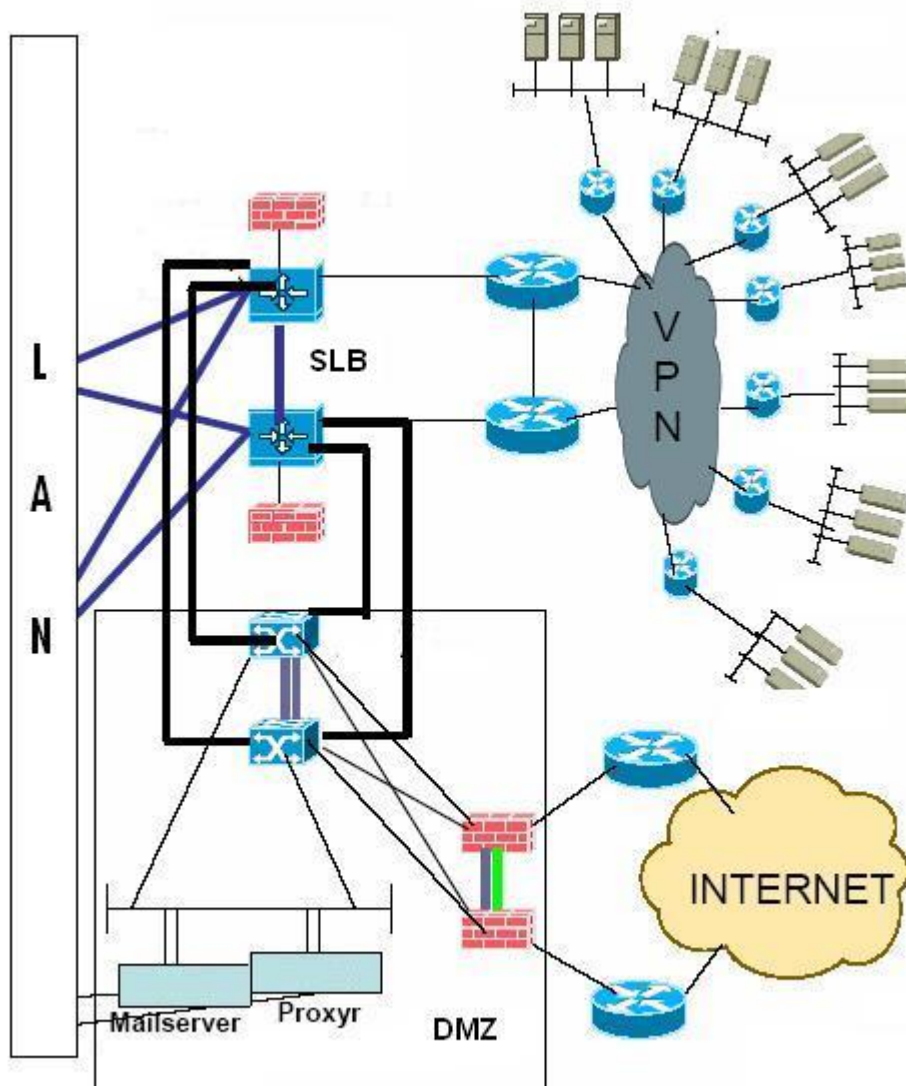


This LAN architecture is similar in Data Center and Disaster Recovery Sites. Users have to use separate URLs for accessing individual sites.

FRONT-END: There is no INLIAS specific client-side software. Users open the application using a generic browser (IE 5 and above) with java component (Jinitiator 1.3.1.22) installed. User requests are received by a load balancer and routed to one of the available application servers. Thereafter a session will be established between client and the server. Users cannot hit individual application servers and all offices use the same URL for accessing the application.

CONNECTIVITY: All the offices live in INLIAS are connected using MPLS VPN. The last mile connectivity from all offices to the VPN cloud is Wireless broadband or Lease line or V-SAT. For backup the offices have ISDN connectivity.

The bandwidth given to individual operating offices is 128 kbps. For regional offices where report generation is relatively more the bandwidth allotted is 512 kbps. At Head office 4Mbps link is available. The bandwidth at Data Center is 15 Mbps. M/s Sify is our technological partner for connectivity. The existing architecture is as below:



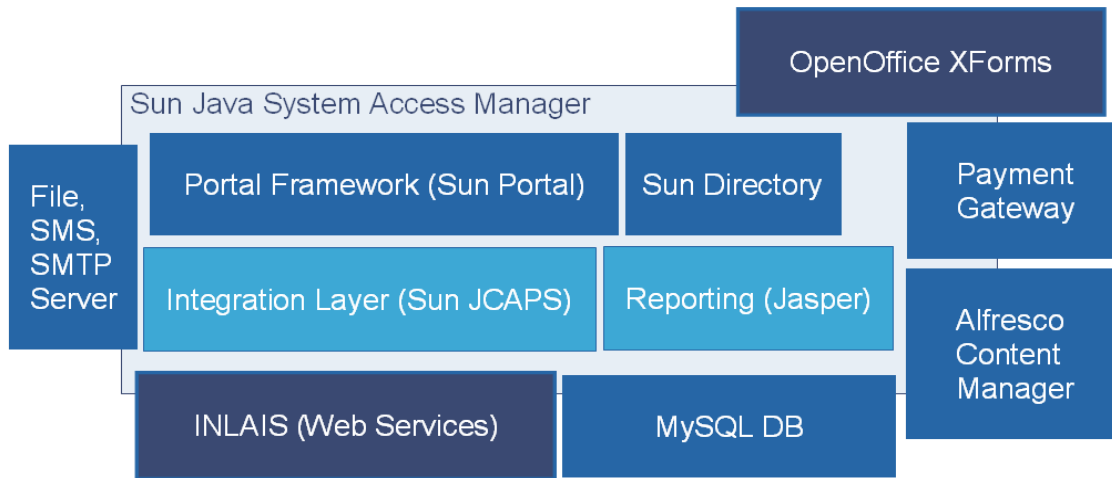
Operating offices are connected to data center using VPN. Requests from end-users will reach load-balancer from where they are routed to individual application servers. Mail & Proxy servers are in DMZ network. All the incoming traffic is screened by Firewalls. Hardware level redundancy exists.

1.1.6 PORTAL for OICL

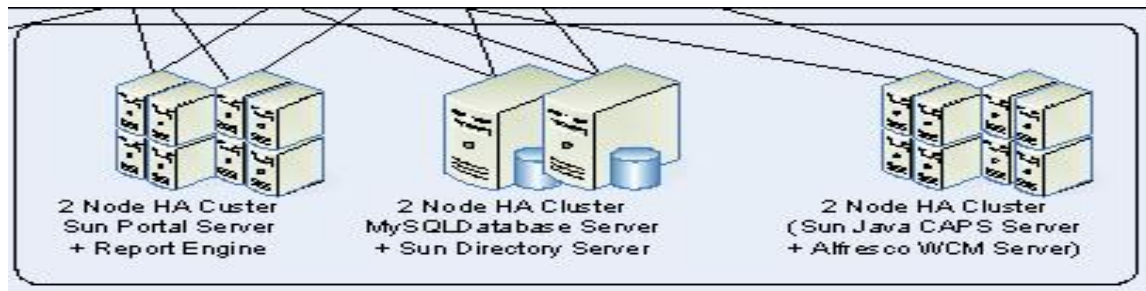
The Web Portal was launched in Sep'2009. PwC has worked with OICL as a system integrator to implement its enterprise wide service delivery web portal. The Portal solution is integrated with the core INLIAS insurance application for various business transactions and queries. The Portal solution also has provision for a secure, industry standard e-payment gateway. OICL's technology architecture vision for this Portal solution is on a "Service Oriented Architecture Model". PwC along with Sun Microsystems ("Sun") has implemented Sun Java System Portal Server and Sun Java Composite Application Suite ("JCAPS") as the SOA-based integration platform.



Portal Solution Architecture



All Servers for portal will be RISC - UltraSPARC T2 with solaris 10.



THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



2 INSTRUCTION TO BIDDERS

2.1 Introduction

This RFP is solely for the purpose of selecting a Service Provider for providing SMS services with provision of Pull and Push SMS. Through this RFP, bid-proposals are invited for SMS services for various types of transactions as specified herein. Being a Non life Public Sector Insurance organization, OICL requires communicating with its customer through transactional SMSs. On happening of a transaction pertaining to a customer at OICL, relevant information is sent to the customer via SMS and Email.

In the event of business transactions in the OICL's application and during processing the service request, the application will generate pre-defined status messages. These messages are required to be sent to the Customer's mobile number. The OICL's application will generate the messages and send to the SMS gateway, which will further push it to the customer's mobile number.

The Customer can also enquire regarding the status of his service request. In this case he will send a predefined text to a predefined number. The SMS gateway will pull the status of the service request from the OICL's application and send it to the Customer's mobile number.

2.2 Scope of Work

2.2.1 Service Requirement

The Service provider will be required to ensure that OICL's application seamlessly integrates with their application and all outward/ inward SMS are delivered to desired mobile numbers/ OICL's application.

Pull SMS for receiving SMS at application permitting customer to PULL status of his/ her service request through SMS by sending SMS in pre specified format. OICL will share its application URL on which service provider will be required to forward all incoming queries. Service provider will share the desired format of pull SMS's with OICL.

It will be the responsibility of the service provider to provide all the necessary support to OICL's System Integrator for integration of SMS gateway with the OICL's application.

If required any, it will be the responsibility of the Bidder to obtain necessary approvals for providing the facility from TRAI or other statute.

DND compliance should be the responsibility of the Service provider.



OICL will not enter into any contract with any Carrier or Service Provider. The bidder shall be the single point of contact for OICL.

2.2.2 Categories of SMS

The type of SMS can be categorized as under:

2.2.2.1 Broadcast

This category of SMS will send informational or promotional messages to customers or information to internal employees. Some examples are launch of new product, changes in tariff etc.

2.2.2.2 Schedule

This category of SMS will allow OICL applications to send the message to its customers on a pre-defined schedule basis from OICL's applications. Some examples are renewal notice, etc.

2.2.2.3 Events

SMS will automatically be sent to the customers when a certain event happens in OICL applications. Some examples are endorsement to policy, claims intimated, payment receipt etc.

2.2.2.4 Interactive Services

This category of service provides interactivity to the customer, who can through SMS make an enquiry and get the answers in real time. Some examples are renewal date of a policy, premium etc.

2.2.3 Solution Requirement

- 24x7x365 availability
- Access to all CDMA/GSM networks nationally.
- Secure encrypted connection with guaranteed delivery
- Ability to integrate with the OICL's Application
- Should be able to send messaged in both English & Hindi languages.
- SMS Gateway solution should be Unicode compliant.

2.2.4 Specifications of SMS gateway service

It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, RBI, TRAI, IRDA, IBA, MASTER CARD and VISA guidelines at no extra cost to OICL.

The Bidder shall provide OICL with report of Successful delivery of messages.



The Bidder will not change the content of the message, the originating party addresses or the destination party address unless otherwise agreed by both parties.

2.2.5 Estimated Volume

For an estimation purpose the bidder can take 40,00,000 outgoing SMSs per year.

Pls Note: The above given estimated volume is only an indication and the selected bidder at a later stage can make no reference to these estimates while raising their bills.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



2.3 Eligibility Criteria for Qualification of Bidders

Qualification of Bidder shall be evaluated based on the following eligibility criteria:

2.3.1 List of Eligibility Criteria

Sr.No.	Qualification Criteria	Reference
2.3.1.1	The bidder should be a Company / firm having its registered offices in India. It should also be registered with the Service Tax Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last three years.	The bidder should submit the valid sales tax/VAT registration certificate and Service Tax registration certificate.
2.3.1.2	The bidder should have experience as SMS SOLUTION PROVIDER for a minimum period of three (3) years in India.	Work orders confirming year and Area of activity
2.3.1.3	The bidder should have completed at least five projects (in India) based on Short Messaging Service on mobile phones in the last 3 years; and should have completed at least 3 projects in BFSI sector out of the 5 projects in last 3 years.	Work orders or letter of completion
2.3.1.4	The bidder should have tie-ups with multiple Carriers (GSM and CDMA) 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. The Bidder should have at least two (2) tie-ups with GSM Mobile operator and one (1) tie-ups with CDMA Mobile operators.	The bidder should provide a list of Mobile Carriers or Service Providers with whom the bidder is having a tie-up, copies of agreements with the Service provider should be enclosed.
2.3.1.5	The Bidder should have had a minimum turnover of Rs.5 crores in each of the last three financial years (2009-2010,2010-2011,2011-2012) from SMS related business.	Copy of the audited profit and loss account/ balance sheet/ annual report of the last three financial years.
2.3.1.6	The bidder should have made profit (before tax) in the previous financial year (2011-12).	Copy of the audited profit and loss account/ balance sheet/ annual report of the last three financial years.
2.3.1.7	The bidder should be a registered telemarketer in TRAI.	TRAI telemarketers registration certificate
2.3.1.8	It is mandatory for the bidder to quote for all the items mentioned in the tender.	Undertaking
2.3.1.9	The Bidder should not be engaged in NON-LIFE INSURANCE BUSINESS.	Undertaking



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

2.3.1.10	The bid must be signed by a person with the proper authority to bind the company as a 'Constituted attorney of the company'.	Power-of-attorney
2.3.1.11	Bid validity should be 90 days after the last date of submission of commercial bid prescribed by OICL.	Undertaking
2.3.1.12	The Bidder (a) Should have made a payment of Rs. – 5000 (Rupees Five Thousand only) for the RFP document (b) should have submitted a bid Security of Rs. 50,000 (Rs. Fifty Thousand only) in the format prescribed	(a) Proof of payment of Rs. 5000 / DD for Rs. 5000 (if RFP Document is downloaded) must be furnished. (b) The original bank guarantee must be furnished.
2.3.1.13	The bidder should be an individual organization. Consortium shall not be allowed.	Undertaking
2.3.1.14	The bidder would undertake not to sub-contract / outsource any part of the work without OICL's permission	Undertaking
2.3.1.15	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	A self certified letter by the designated official of the Bidder

Applicants will be deemed not eligible for any of the following reasons:

1. Failure to deliver the proposal by the time and date it is due.
2. Failure to provide the required content, or follow the prescribed application format as set forth in this RFP.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



2.4 Procedure for submission of bids

In order to participate in the bidding process, bidders should follow the procedure described below for submitting their bids. A failure to do so may result in the bid being eliminated at the examination stage as non-responsive. The documents comprising the bids are listed in section [§§ 2.6.2](#).

Eligible bidders may submit their Qualification Bid and Commercial bid as described in **Envelope I and Envelope II**. Collecting information about OICL’s requirement will be the responsibility of the bidders.

Envelope I – Three hard copies of Qualification bid comprising of a letter describing the qualifying competence and experience of the bidder and also certifying the period of validity of bids for 90 days from the last date of submission of commercial bid along with information requested by OICL, in accordance with section [§§ 2.7](#).

- a) Each of the three hard copies of qualification bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribing **QUALIFICATION BID**
- b) Each of the sealed envelopes should also be marked as ‘**ORIGINAL**’, ‘**FIRST COPY**’ and ‘**SECOND COPY**’ respectively.

The three envelopes of qualification bid should be placed in a single sealed envelope super-scribing:

Qualification Bid for Tender No. OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012

Last date of submission **16-Jan-2013** 1:00 PM

Do not open before **16-Jan-2013** 3:00 PM

If not Delivered Before **16-Jan-2013** 1:00 PM Please Return to:

<Name & Address of the Bidder>

The envelope (Envelope I) mentioned above should be submitted to OICL at the address mentioned above in section [§§ 1.1.1](#) before **16-Jan-2013** 1:00 PM.

¹ **Please note that prices should not be indicated in the qualification bid. Any bid in which prices are indicated in the qualification bid will be disqualified.**



Envelope II - Three hard copies and one soft copy (word and/or excel) of commercial bid should be submitted in accordance with section [§§ 2.6.2 B](#).

- a) Each of the three hard copies of the commercial bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribing **COMMERCIAL BID**.
- b) Each of the sealed envelopes should also be marked as '**ORIGINAL**', '**FIRST COPY**' and '**SECOND COPY**' respectively.
- c) The soft copy (word and/or excel) of the commercial bid should be submitted on a CD sealed in an envelope marked as '**SOFT COPY OF COMMERCIAL BID**'.
- d) The four envelopes of commercial bid should be placed in a single sealed envelope super-scribing:

Commercial Bid for Tender No. OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012

Last date of submission **16-Jan-2013** 1:00 PM

Do not open before **16-Jan-2013** 3:00 PM

If not Delivered Before **16-Jan-2013** 1:00 PM Please Return to:

<Name & Address of the Bidder>

The two envelopes (Envelop I & Envelop II) mentioned above should be submitted to OICL at the address mentioned above in section [§§ 1.1.1](#) before **16-Jan-2013** 1:00 PM.



2.4.1 Cost of Tender

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.5 Tender Document

2.5.1 Content of the Tender document

The bidder is expected to examine all instructions, terms, forms, and specifications in this document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and shall result in the rejection of the bid.

2.5.2 Clarification of Tender document

A prospective bidder requiring any clarification of the tender document may notify OICL in writing (**both in hardcopy as well as a softcopy**) at OICL's correspondence address mentioned in section §§ [1.1.1](#) before **07-Jan-2013 1:00 PM**. OICL will respond to any request for clarification of the tender document in the bidder clarification meeting on **10-Jan-2013 03:00 PM** at the address mentioned in section §§ [1.1.1](#). Written copies of the OICL's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders by emails who have received the tender document.

2.5.3 Amendment of Tender document

At any time prior to the deadline for submission of Proposal, OICL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment.

The amendment will be notified in writing or by email or by fax to all prospective bidders who have purchased the tender document and will be binding on them.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, OICL may, at its discretion, extend the last date for the receipt of bids.



2.6 Bid Preparation

2.6.1 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and OICL, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.6.2 Documents comprising the bid

The bids prepared by the Bidder shall comprise of the following components:

- A. Qualification bid as per criteria specified in section [§§ 2.3](#) to be submitted before **16-Jan-2013 1:00 PM**
1. A letter on the bidder's letter-head:
 - i. Describing the qualifying experience of the bidder,
 - ii. Certifying that the period of validity of bids is 90 days from the last date of submission of commercial bid, and
 - iii. Asserting that the bidder is quoting for all the items mentioned in the tender.
 2. The corporate profile of the bidder (printed corporate brochure is preferred).
 3. The profile of the bidder (template given in under section [§§ 4.1](#)).
 4. Qualification bid letter (template given in under section [§§ 4.2](#))
 5. Office location and service infrastructure facilities (template given in under section [§§ 4.3](#)).
 6. The references of bidder's clients (along with job completion certificates/citations). (Refer [§§ 2.3](#) for qualifying reference criteria). Also provide the name, designation, and contact details of a contact person (template given in [§§ 4.4](#)) for each reference.
 7. Power-of-attorney granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the company'. ([§§ 2.6.8](#)).
 8. Copy of TRAI telemarketers registration certificate.
 9. Selected Bidder shall submit PAN number, Service Tax number and Sales Tax number etc.
 10. Statement of deviation from requirements [§§ 4.5](#)
 11. Statement of deviation from tender terms and conditions [§§ 4.6](#).
 12. Qualification Checklist along with required documents therein (Template given in [§§ 4.15](#)).



The Oriental Insurance Company Limited

Request for Proposal – SMS Service

Bidders should enclose with their offers full details of the SMS services offered and available with full documentation and descriptive literature supplementing the description. All documentation is required to be in English.

B. Commercial bid to be submitted before **16-Jan-2013 1:00 PM**

1. Commercial bid letter ([§§ 4.7](#))
2. Statement of commercial deviation ([§§ 4.8](#))
3. Detailed cost ([§§ 4.9](#))

The person(s) signing the bid shall initial all pages of the bid, except for unmodified printed literature.

2.6.3 Bid Prices

The bidder shall indicate in the proforma prescribed in section [§§ 4.9](#) of the commercial bid, the unit prices and total bid prices of the services proposed under the contract.

2.6.4 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the price at site and should include all state and central taxes, Viz. sales tax, service tax, excise & custom duties on the final finished outputs/services tendered for. Octroi and local levies, if any payable, should be paid by the bidder and will be reimbursed on production of original receipts.

Prices should be shown separately for each item of services and other aspects as detailed in bid documents. Tenders not containing item-wise prices are liable to be rejected. The prices quoted should also include all rights (if any) of patent, registered design or trademark and the bidder shall indemnify OICL against all claims in respect of the same.

2.6.5 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the tender form. All certificates and documents received hereby, shall as far as possible, be furnished by the representative and the service provider.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify that he/ she signs as 'Constituted attorney of the company'.

2.6.6 Bid Security

The bidder shall furnish, as part of his bid, a bid security in the form of bank guarantee of Rupees Fifty Thousand only.



The bid security is required to protect OICL against the risk of bidder's conduct, which would warrant the security's forfeiture in the following scenario:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or
- b) In the case of a successful bidder, if the bidder fails to,
 - i. Sign the contract in accordance with section [§§ 2.8.4](#); or
 - ii. Furnish performance security in accordance with section [§§ 2.8.5](#).

The bid security shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a Nationalized / Scheduled Bank as per the banking norms laid down by the RBI, in proforma provided at section [§§ 4.12](#) in the tender documents and should be valid for 45 days beyond the validity of the bid.

Any bid not secured with bid security amount in the form of bank guarantee, will be rejected by OICL, as non-responsive.

Unsuccessful bidder's bid security will be returned as promptly as possible.

The successful bidder's bid security will be returned upon the bidder signing the contract, pursuant to section [§§ 2.8.4](#) and furnishing the performance security, pursuant to section [§§ 2.8.5](#).

No interest will be payable by OICL on the amount of the bid security.

2.6.7 Period of validity of Bids

Bids shall remain valid for 90 days from the last date of submission of commercial bid prescribed by OICL. A bid valid for a shorter period may be rejected by OICL as non-responsive.

In exceptional circumstances, OICL may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

2.6.8 Format and Signing of Bids

The bidder shall prepare three printed copies each of the 'Qualification bid' and 'Commercial bid', clearly marking each as 'Original', 'First Copy', and 'Second Copy', in accordance with section [§§ 2.7](#). In addition the bidder shall also submit one 'Soft Copy' (word and/or excel) each of the 'Qualification bid' and 'Commercial bid', clearly marking each as 'Soft Copy', in accordance with section [§§ 2.7](#). In the event of any discrepancy between them, the 'Original' shall govern.



The original and all printed copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person(s) duly authorized to bind the bidder to the contract in accordance to section [§§ 2.6.5](#). This authorization shall be indicated by written power-of-attorney accompanying the bid. The person(s) signing the bid shall initial all pages of the bid, except for unmodified printed literature.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person(s) signing the bid shall initial such corrections.

2.6.9 Disclosure of Prices

Prices in any form or by any reasons should not be revealed in Qualification bid or before opening the commercial bid, failing which the offer shall be liable to be rejected. If price change is envisaged due to technical clarification, revised commercial bid in a separate sealed envelope shall be accepted with prior written permission of OICL.

2.6.10 Terms and conditions of Tendering Firms

Printed terms and conditions of the bidders will not be considered as forming part of their bids. In case terms and conditions of the contract applicable to this invitation to bid are not acceptable to any bidder, clearly specify the deviation in section [§§ 4.6](#).

2.6.11 Local Conditions

It will be imperative on each bidder to fully acquaint with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

2.6.12 Proposal Ownership

The proposal and all supporting documentation submitted by the vendor shall become the property of the Company.

2.6.13 Proposal Format

Solution providers are requested to submit a written proposal containing full details of the proposed solutions to cover the requirements of this RFP. In the interests of consistency and in order to enable an efficient and fair evaluation process, proposals are required to conform to the following:

1. Proposals shall mirror the format and sequence of the RFP.
2. Proposals shall include specific statements of compliance or otherwise, for each requirement within this RFP.
3. Proposals shall be self-contained and not rely on references to manuals or brochures



2.7 Bid Submission

2.7.1 Sealing and marking of Bids

The bidders shall seal and mark each of the copies (three printed and one soft copy where applicable) of the Qualification bid and the commercial bid respectively strictly in accordance with section [§§ 2.4](#). In case of non-compliance, OICL will assume no responsibility for the bid's misplacement or premature opening.

2.7.2 Last date of Receipt of Bids

Bids must be received by OICL at the address specified under section [§§ 1.1.1](#) not later than the time and date specified in section [§§ 1.1.1](#). In the event of the specified date for the receipt of bids being declared a holiday for OICL, the bids will be received till the appointed time on the next working day.

OICL may, at their discretion, extend the last date for the receipt of bids by amending the tender document in accordance with section [§§ 2.5.3](#), in which case all rights and obligation of OICL and bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.7.3 Late Bids

Any bid received by OICL after the last date & time for receipt of bids prescribed by OICL (refer [§§ 1.1.1](#)) will be rejected and /or returned unopened to the bidder.

2.7.4 Modification and withdrawal of Bids

The bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification or withdrawal is received by OICL prior to the last date prescribed for receipt of bids.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of section [§§ 2.7.1](#). A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

No bid may be modified subsequent to the last date for receipt of bids.

No bid may be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of the bidder's bid security.

2.7.5 Address for correspondence

Bidder: The bidder shall designate the official mailing address, place, telephone number, fax number and e-mail address to which all correspondence shall be sent by OICL.



OICL: Correspondence with OICL should be made at the address specified under section [§§ 1.1.1](#). OICL will not be responsible for non receipt of any communication sent by the bidder or for any communication sent to any other office of the Oriental Insurance Company.

2.7.6 Opening of Bid by OICL

All bids will be opened at the location mentioned in section [§§ 1.1.1](#).

On the basis of the Qualification information (section [§§ 2.6.2 A](#)) given by the bidder for the Qualification criteria ([section §§ 2.3](#)), bidders will be short-listed for Commercial bid.

Commercial bids of only short-listed bidders will be opened by OICL in the presence of the representatives of the bidders who choose to attend, at the time and date mentioned in section [§§ 1.1.1](#).

The bidders' names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details, as OICL at their discretion, may consider appropriate will be announced at the bid opening.

2.7.7 Clarifications

If deemed necessary, OICL may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. OICL may, if it so desires, ask the bidder to give presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

2.7.8 Preliminary Examination

OICL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

A bid determined as not substantially responsive will be rejected by OICL and may not subsequently be made responsive by the bidder by correction of the non-conformity.



OICL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.7.9 Evaluation and Comparison of Bids

All Qualification bids and commercial bids shall be evaluated by an Evaluation Committee set up for this purpose by OICL.

Qualification bid shall be evaluated and the bidders will be short-listed for commercial bid on the basis of qualification information and support document given by the bidder for the qualification criteria specified in the section [§§ 2.3](#).

OICL's decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are technically disqualified/rejected.

Commercial bids of only short-listed bidders will be opened by OICL in the presence of the representatives of the bidders who choose to attend.

2.7.10 Verification

OICL reserves the right to conduct a verification of the customer references submitted by the bidder. OICL also reserves the right to conduct a verification of the competency and infrastructure of the bidder. OICL will conduct all or any of these verifications to satisfy itself on the bidder's capability to supply the tendered products and services compliant to the requirement specifications defined in this tender.

In the event of the verification revealing that a bidder does not have the capability to supply the tendered services compliant to the requirement specifications defined in this tender, OICL may at its discretion reject the bid.

2.7.11 Exerting Undue Influence

Bidder shall NOT contact OICL on any matter relating to this bid, from the time of the submission of commercial bid to the time the contract is awarded.

Any effort by a bidder to influence OICL's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.



2.7.12 OICL's Right to accept any bid/ reject any or all bids

OICL reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for OICL's action.

2.7.13 Rejection of All Proposals, and re-invitation

OICL will have the right to reject all proposals. However, such rejections should be well considered and normally be in cases where all the bids are either substantially in deviation to the Requirement or because they involve costs substantially higher than the original estimate. If it is decided to reinvite the bids, the terms of reference should be critically reviewed/modified so as to address the reasons of not getting any acceptable bid in the earlier Invitation for Bids.

2.8 Award of Contract

2.8.1 Post qualification

In addition to the qualification, OICL will determine to their satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of OICL is final in such cases.

The determination will take into account the bidder's financial, technical and support capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted by the bidder, pursuant to section [§§ 2.6.2 A](#) and section [§§ 2.3](#).

An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event OICL will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

2.8.2 Award criteria

OICL will review the Qualification bids to determine whether the Qualification bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. In case major deviations are found in various Qualification bids in the context of OICL's requirements, OICL shall once again furnish the requirements and OICL reserves right to call for another commercial bid from all successful bidders. In this case the original commercial bids will not to be opened at all.

Pursuant to the Qualification criterion mentioned in section [§§ 2.3](#), bidders will be short-listed for Commercial bid. Commercial bids will be opened only for the bidders who succeed the Qualification criterion. The unopened bids for the disqualified bidders will be returned on request.



OICL will review the commercial bids of the short-listed bidders to determine whether the qualification and commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion.

OICL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest commercial bid (L1), provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.8.3 Notification of Award

Prior to the expiration of the period of bid validity, OICL will notify the bidder(s) in writing by registered letter or by fax, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post as well as by fax.

The notification of award will constitute the formation of the contract.

Upon the furnishing of performance security by the bidder(s) pursuant to section [§§ 2.8.5](#), OICL will promptly notify each unsuccessful bidder and will discharge the bid security, pursuant to section [§§ 2.6.6](#).

2.8.4 Signing of Contract

At the same time as OICL notifies the bidder that his bid has been accepted, OICL will send the bidder the contract form as per section [§§ 4.10](#) provided in the tender document, incorporating all agreements between the parties.

On receipt of the contract form, the bidder shall sign and date the contract form, and return it to OICL on a mutually decided date.

2.8.5 Performance Security

Within 15 days of the receipt of Notification of Award from OICL, the bidder shall furnish 10% of the total value of the SMS services on estimated 36 months volume, in the form of irrevocable Bank Guarantee issued by Nationalised/Scheduled Bank towards performance security in accordance with the conditions of contract, as per proforma prescribed in section [§§ 4.11](#).

Failure of the bidder to comply with the requirement of section [§§ 2.8.4](#) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event OICL may make the award to the other bidders or call for new bids.



2.9 Disclaimer

This RFP is neither an agreement nor an offer by the Company to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). The information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Company also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Company is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



3 GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1 Definitions, Acronyms, and Abbreviations

In this document the following terms shall be interpreted as indicated:

Terms	Definitions
OICL	The Oriental Insurance Company Limited
Contract	The agreement entered into between OICL and the Bidder as recorded in the contract form signed by OICL and the Bidder, including all attachments and annexure thereto and all documents incorporated by reference therein
Bidder	The firm or the company with whom the order for the SMS Services is placed and shall be deemed to include representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the Contract. Bidder shall mean the prime bidder in case of a consortium, for the purpose of this RFP.
Contract Price	The price payable to the bidder under the contract for the full and proper performance of his contractual obligations.
Service	Service refers to the services specified in the RFP as well as the software related services which the bidder is required to supply to OICL under the contract.
Acceptance of Tender	The letter/ fax or any memorandum communicating to the bidder, the acceptance of his tender and includes an advance acceptance of his tender
RFP	Request for Proposal
BO, DO, RO, & HO	Branch Office, Divisional Office, Regional Office, and Head office of OICL.
INLIAS	Integrated non-life insurance application system (Core Insurance Business application for OICL)
UAT	User Acceptance Testing
ATR	Acceptance Test Report



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

Terms	Definitions
DC & DR	Data Center and Disaster Recovery
SLA	Service Level Agreement

3.2 Applicability

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3.3 Use of Contract document and Information

The bidder shall not, without OICL's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of OICL in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The bidder shall not without OICL's prior written consent, make use of any document or information forming a part of this tender except for purpose of performing the contract.

Any document forming a part of this tender, other than the contract it shall remain the property of OICL.

3.4 Patent Rights

The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR).

3.5 Project engagement period

The contract period for providing SMS Services will be for a period of three year from the date of Agreement. The contract period for providing SMS Services will be for a period of one year from the date of Agreement.

The selected bidder need to execute a Service Level Agreement (SLA) with OICL covering performance, availability of the SMS services, all terms and conditions of this RFP.



3.6 Payment Terms

No payment shall accrue until after the performance guarantee bond envisaged has been furnished.

The billing and payment terms and conditions are mentioned below:

- Billing will be on quarterly basis depending upon actual number of messages delivered & as per commercials agreed upon by both parties.
- Bills will be supported with MIS reports.
- Payment will be released within one month of receipt of bills at OICL after deducting penalties, if any.

3.7 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

3.8 Change Orders

OICL may at any time, by a written order given to the bidder pursuant to section [§§ 3.23](#) make changes within the general scope of the contract in the service to be provided by the bidder.

If any such change causes an increase or decrease in the cost of, or the time required for the bidders performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or events schedule, or both and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty days from the date of the bidder's receipt of OICL's change order.

3.9 Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with OICL's prior written consent. The permission, if any, of OICL has to be taken before award of the contract.

3.11 Sub Contract

The bidder shall notify OICL in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any



liability or obligation under the contract. OICL reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to OICL.

3.12 Project Schedule

In the Qualification bid the bidder will provide the broad timeline for completing the Project keeping in mind various milestones. Qualification bid will have complete project plan along with expectations from OICL. The final timelines for the complete project will be worked out jointly by the successful bidder and OICL.

3.13 Liquidated Damages

Subject to section [§§ 3.15](#), if the bidder fails to deliver the requirements as specified in this RFP and complete the service within the time period(s) specified in the contract, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, OICL may consider termination of the contract pursuant to section [§§ 3.13](#).

Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a part of the contract (section [§§ 4.10](#)).

Any penalty decided as such shall be adjusted at the end of the project, i.e. in last payment milestone.

3.14 Uptime

The successful bidder shall also sign a Service Level Agreement with OICL to ensure the uptime of 99.9% on quarterly basis which shall be calculated as accessibility to the SMS services that are availed by the OICL.

The Uptime is equal to total contracted hours in a quarter less Downtime. The Downtime is the time between the time of report by the OICL and restoration of service within the contracted hours. Restoration is the condition when the selected bidder demonstrates that the solution is in working order and OICL acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime of 99.9% on monthly basis, OICL shall impose penalty. If the uptime is below 98%, the OICL shall have full right to terminate the contract under this RFP.



3.15 Service Level Agreement

Sr No	Service Parameter	SLA	Penalty	Basis of Measurement/Remark
1	SMS Services remains down continuously for	99%-97%	Deduct 5% of Quarterly Bill of	System up time Quarterly report from Bidder & Quarterly report of Successful Submission of messages.
2	SMS Services remains down continuously for	95-97%	Deduct 10% of Quarterly Bill	same as above
3	SMS Services remains down continuously for	Less than 95%	OICL shall have the right to terminate the Contract As per RFP.	same as above

3.16 Termination for Default

OICL may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or in part:

- i. If the bidder fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by OICL pursuant to section [§§ 3.12](#), OR
- ii. If the bidder fails to perform any other obligation(s) under the contract

In the event OICL terminates the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the bidder shall be liable to OICL for any excess costs for such similar services. However, the bidder shall continue performance of the contract to the extent not terminated.

3.17 Force Majeure

Notwithstanding the provisions of section [§§ 3.13](#), [§§ 3.14](#), [§§ 3.15](#) & [§§ 3.16](#) the bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



If a Force Majeure situation arises, the bidder shall promptly notify OICL in writing of such conditions and the cause thereof. Unless otherwise directed by OICL, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.18 Termination for Insolvency

OICL may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if:

- a) the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL.
- b) the bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/share holders or circumstances occur entitling the court or debenture/share holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.

3.19 Termination for Convenience

OICL may by written notice sent to the bidder, terminate the contract, in whole or in part at any time of his convenience. The notice of termination shall specify that termination is for OICL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

In such termination OICL shall pay to the bidder a mutually agreed amount for partially completed services by the bidder.

3.20 Arbitration

OICL and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, OICL and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

In the case of a dispute or difference arising between OICL and the bidder relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by OICL and the other to be nominated by the bidder or in case of the said arbitrators not agreeing, then to the award of an umpire to be



appointed by the arbitrators in writing before proceedings to the reference, and in case arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India/ Institution of Engineers, India. The award of the arbitrators, and in the event of their not agreeing, of the umpire appointed by them or by the Arbitration Council of India/ Institution of Engineers, India shall be final and binding on the parties.

The (Indian) Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Delhi High Court.

3.21 Governing Language

The contract shall be written in the language of the bid, as specified by OICL in the instructions to bidders. Subject to section [§§ 3.21](#), that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

3.22 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts)

3.23 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing or by fax/ e-mail and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.24 Back up support

Bidder shall furnish details of the back-up support that will be available to OICL, which will be available, after the expiry of warranty period, in case OICL does not opt for entering into AMC with the Bidder.



3.25 Technical Data

Bidder shall furnish a copy of the technical specifications for all items supplied by the bidder under the contract. These specifications shall be recognized as "STANDARD" for the purpose of measuring performance.

3.26 Price fall

The prices charged for the SMS services under the contract by the bidder shall in no event exceed the lowest price at which the bidder sells the services or offers to sell the services of identical description to any persons/organizations including OICL or any department of the central or state government or any statutory undertaking of the central or state government as the case may be during the currency of the contract.

If any time during the said period the bidder reduces the sale price, sells or offers to sell such services to any person/ organization including OICL or any department of a state or central government or any department of a state government or statutory undertaking of the state and central government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to OICL and the price payable under the contract for the services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

3.27 Engineering Changes

The bidder agrees to incorporate all software (upgrades) changes to its system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system.

3.28 Prices

The prices quoted for the SMS services shall be firm throughout the period of contract and shall not be subject to any escalation.

3.29 Deduction

Payments, as envisaged in section [§§ 3.6](#), shall be subject to deductions (such as TDS) of any amount, for which the bidder is liable under the agreement against this tender.



3.30 Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.

3.31 No Claim Certificate

The bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the bidder after he shall have signed a "No Claim" certificate in favour of OICL in such forms as shall be required by OICL after the works are finally accepted.

3.32 Confidentiality

Bidder understands and agrees that all materials and information marked and identified by OICL as 'Confidential' are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by OICL without OICL's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by OICL or developed by Bidder which is:

- a. possessed by Bidder prior to receipt from OICL, other than through prior disclosure by OICL, as documented by Bidder's written records;
- b. published or available to the general public otherwise than through a breach of Confidentiality; or
- c. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to OICL; or
- d. Developed independently by the bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and allow OICL a reasonable time to oppose such process before making disclosure.



Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable harm, may leave OICL with no adequate remedy at law and OICL is entitled to seek to injunctive relief.

OICL does not wish to receive the Confidential Information of Bidder, and Bidder agrees that it will first provide or disclose information, which is not confidential. Only to the extent that OICL requests Confidential Information from Bidder will Bidder furnish or disclose Confidential Information.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure.

Nothing contained in this contract shall limit the bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

3.33 Supervision

The bidder shall ensure that all activities are carried out under the direct supervision of qualified / certified personnel.

3.34 Cancellation of the contract & compensation

The Company reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company in the following circumstances:

- 1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 2 The selected bidder goes in to liquidation voluntarily or otherwise.
- 3 The progress made by the selected bidder is found to be unsatisfactory
- 4 If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.



3.35 Publicity

Any publicity by the bidder in which the name of OICL is to be used, should be done only with the explicit written permission from OICL.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



4 TEMPLATES & FORMS

4.1 Bidder Profile

1. Registered Name & Address of The Bidder :
2. Location of Corporate Head Quarters :
3. Date & Country of Incorporation :
4. SMS Service facilities location & size :
5. Major Related Activities carried out in last two years & their %age in revenue :
6. Total number of employee :
7. Name & Address of Contact Person with Tel. No / Fax /e-mail :
8. Annual turnover for the three previous financial years :
9. Net worth (Paid up capital plus free reserves) for the previous financial year (2010-11) :

NOTE: - Please attach last three year's financial results duly certified by the auditors along with an attested copy Certificate of Incorporation.

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)



4.2 Bid Letter (Qualification) Template

Date: dd/mm/yyyy

To

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Head Office, "Oriental House"
A-25/27, Asaf Ali Road
New Delhi - 110 002

Reference: Tender No. **OICL/HO/ITD/SMSSERVICE/2012-9** Dated 12-DEC-2012

Sir,

We hereby declare:

- i. That we are the service provider as quoted in the attached Qualification and commercial bid.
- ii. That we/ our principals are equipped with adequate infrastructure for the services and quality control of deliverables offered and our centres are open for inspection by the representatives of The Oriental Insurance Company Limited.

We hereby offer to provide services at the prices and rates mentioned in the attached commercial bid.

We do hereby undertake that, in the event of acceptance of our bid, the deliverables and services shall be made as stipulated in the RFP.

We enclose herewith the qualifying experience as required by the RFP.

We agree to abide by our offer for a period of 90 days from the last date of submission of commercial bid prescribed by OICL and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to supply as per these terms and conditions.

- i. The deviations from the requirements specified in the RFP are only those mentioned in [§§ 4.5](#).

OR *(Strike out whatever is not applicable)*

There are no deviations from the requirements specified in the RFP.



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

- ii. The deviations from the terms and conditions of the tender are only those mentioned in [§§ 4.6.](#)

OR *(Strike out whatever is not applicable)*

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Company and the person signing the tender is the constituted attorney.

We confirm that we are quoting for all the items mentioned in the tender.

Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till ___/___/____ (dd/mm/yyyy), for an amount of Rupees Fifty Thousand is enclosed in the cover containing qualifying requirements.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail address



4.3 Office locations and service infrastructure facilities

Details of the Centre(s) owned and operated by the Bidder							
Name of City where located	Address	Contact Person	Telephone Number(s)	Fax Number(s)	E-mail address	Working hours	Remarks

	Witness		Bidder
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____
Company	_____	Company	_____
Date	_____	Date	_____

Company Seal



4.4 Reference Form for SMS Services

Refer [§§ 2.3](#) for qualifying reference criteria.

Please use the following format in submitting references.

GENERAL BACKGROUND	
Name of Client	
Address	
Reference Contact Person	
Reference Phone	
Reference E-mail address	
Start date of the Service	
Current Status	
Summary of Project	
PROJECT SCOPE	

Signature _____ Designation _____

Name _____ Date _____

(Company Seal)

Provide attested documentary evidence in support of the above



4.5 Statement of Deviation from Requirement

Date: dd/mm/yyyy

To

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Head Office, "Oriental House"
A-25/27, Asaf Ali Road
New Delhi - 110 002

Reference: Tender No. **OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012**

Sir,

There are no technical deviations (null deviations) from the requirements specified. The entire work shall be performed as per your specifications and documents.

OR *(Strike out whatever is not applicable)*

Following is the exhaustive list of technical deviations and variations from the requirements of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Req No.	Page No.	Statement of deviations and variations
1.				
2.				

Witness		Bidder	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____
Company	_____	Company	_____
Date	_____	Date	_____

Company Seal



4.6 Statement of Deviation from Tender Terms and Conditions

Date: dd/mm/yyyy

To

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Head Office, "Oriental House"
A-25/27, Asaf Ali Road
New Delhi - 110 002

Reference: Tender No. **OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012**

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

OR (Strike out whatever is not applicable)

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Para	Statement of deviations and variations
A.				
B.				

Witness		Bidder	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____
Company	_____	Company	_____
Date	_____	Date	_____

Company Seal



4.7 Bid Letter (Commercial) Template

Date: dd/mm/yyyy

To

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Head Office, "Oriental House"
A-25/27, Asaf Ali Road
New Delhi - 110 002

Reference: Tender No. **OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012**

Sir,

We hereby declare:

- i. That we are Service Provider for the SMS services quoted in the attached technical and commercial bid.
- ii. That we/ our principals are equipped with adequate infrastructure and competencies for the services and our centre is open for inspection by the representatives of The Oriental Insurance Company Limited.

We affirm that the prices quoted are inclusive of all charges and all sales/service taxes.

We enclose herewith the complete Commercial Bid as required by you. This includes:

1. This bid letter ([§§ 4.7](#))
2. Statement of commercial deviation ([§§ 4.8](#))
3. Details of cost - services offered ([§§ 4.9](#))

We agree to abide by our offer for a period of 90 days from the last date of submission of commercial bid prescribed by OICL and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provide service as per these terms and conditions.



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

i. The commercial deviations of tendered items are only those mentioned in [§§ 4.8](#).

OR *(Strike out whatever is not applicable)*

There are no commercial deviations.

ii. The deviations from the terms and conditions of the tender are only those mentioned in [§§ 4.6](#).

OR *(Strike out whatever is not applicable)*

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Company and the person signing the tender is the constituted attorney.

Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till ___/___/_____ (dd/mm/yyyy), for an amount of Rupees Fifty Thousand is enclosed in the cover containing qualifying requirements.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date _____

Name _____

Designation _____

Address _____

Telephone _____

Fax _____

E-mail address _____

Details of Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.



4.8 Statement of Commercial Deviation

Date: dd/mm/yyyy

To

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Head Office, "Oriental House"
A-25/27, Asaf Ali Road
New Delhi - 110 002

Reference: Tender No. **OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012**

Sir,

There are no deviations (null deviations) from the requirement specified and hence there are no commercial deviations. The entire work shall be performed as per your specifications and documents.

OR (Strike out whatever is not applicable)

Following is the exhaustive list of commercial deviations and variations from the exceptions to the specifications and documents for the above mentioned tender. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Page No.	Para	Statement of deviations and variations
1.				
2.				

Witness

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

Bidder

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

Company Seal



4.9 Details of Cost

It is mandatory for the bidder to quote for all the items mentioned in the tender. The total prices quoted should be inclusive of all taxes, freight, insurance, travelling, lodging, boarding and any other charges at the point of Delivery.

OICL does not guarantee SMS volume as given in the RFP document as it depends on market conditions, regulations, quality of service provided by SMS service provider etc. The estimation given in the commercial bid per year for a period of 36 months is an approximate amount based on our past experience. This is necessary for price discovery, i.e. for evaluating the commercial bid only.

However, OICL reserves the right to select all items or part selected from the quoted items during final contract sign-off. In such case the value of the contract will be cost of the selected items finally opted by OICL.

Note: No change in cost per project will be allowed during the period of contract or extended duration, if extended by OICL

4.9.1 Commercial Quotation

The bidder should provide cost as required in the RFP by using the format given below:

S. No.	Category	Particulars	Estimated No per year	Rate (Exclusive of Service Tax)	Total for 36 months (Exclusive of Service Tax)
1	Part I - Push SMS (transactional)	One Time Set up/License/Activation cost (if any)			
		SMS charges	40,00,000		
		Yearly Rent (if any)			
		Warranty, maintenance, Support for one year (if any)			
2	Part II - Pull SMS	One Time Set up/License/Activation cost (if any)			
		Key words - Yearly Rent (This rate will be applicable for any additional key words during contract period)	10		
		Generic Five digit Short code - Yearly Rent (optional item, OICL may decide to opt for)	1		
		Warranty, maintenance, Support for one year (if any)			
3	Part III - Promotional SMS	One Time Set up/License/Activation cost (if any)			



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

		SMS charges	10,00,000		
		Yearly Rent (if any)			
		Warranty maintenance Support for 3 years (if any)			
4	Part IV - Other charges				
Total cost for three years (36 months)					

Witness

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

Bidder

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

Company Seal



4.10 Contract Form

THIS AGREEMENT made on this _____ day of _____ between The Oriental Insurance Company Limited (hereinafter "the Purchaser") of one part and "Name of Service Provider" (hereinafter "the Service Provider") of the other part:

WHEREAS the Purchaser is desirous that certain SMS services should be provided by the Service Provider viz., _____ and has accepted a bid by the Service Provider for the services in the sum of _____ (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz,

The Schedule of Requirements and the Requirement Specifications as specified in RFP

The Service Level Agreement

The General Conditions of Contract as specified in RFP

The Purchaser's Notification of Award

In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the purchaser to provide the services and to remedy defects therein the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



The Oriental Insurance Company Limited
Request for Proposal – SMS Service

Brief particulars of the services, which shall be supplied/ provided by the Service Provider, are as under:

Item No.	Description of the Item	Price per Unit*	Total Price	Payment Terms

Total Value: _____

Delivery Schedule: _____

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

Signed, Sealed and Delivered for "The Oriental Insurance Co. Ltd." by its constituted Attorney

Signature _____
 Name _____
 Designation _____
 Address _____
 Company _____
 Date _____

Signed, Sealed and Delivered by M/s _____ for its constituted Attorney

Signature _____
 Name _____
 Designation _____
 Address _____
 Company _____
 Date _____

Company Seal

Witness I

Signature _____
 Name _____
 Designation _____
 Address _____
 Company _____
 Date _____

Company Seal

Witness II

Signature _____
 Name _____
 Designation _____
 Address _____
 Company _____
 Date _____



4.11 Proforma for Bank Guarantee for Contract - Performance Security

Reference No. _____ Date _____

Bank Guarantee No. _____

To

**The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Oriental House
A-25/27, Asaf Ali Road
New Delhi – 110 002**

Against contract vide advance acceptance of the TenderNo. **OICL/HO/ITD/SMSSERVICE/2012-9**

Dated 12-DEC-2012 covering _____

(hereinafter called the said 'contract') entered into between The Oriental Insurance Company Limited (hereinafter called the Purchaser) and _____ (hereinafter called the Service Provider) this is to certify that at the request of the Service Provider, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees _____ (write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till _____ (viz. the date up to 36 months after the date of successful acceptance) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us _____



The Oriental Insurance Company Limited

Request for Proposal – SMS Service

(Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Service Provider from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Service Provider or for any forbearance by the Purchaser to the said Service Provider or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

Date _____

Place _____

Signature _____

Witness _____

Printed Name _____

(Bank's common seal)



4.12 Bid Security Form

To

**The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Oriental House
A-25/27, Asaf Ali Road
New Delhi – 110 002**

Subject: Guarantee Number _____ for _____ (Amount). Bid Security for TenderNo. **OICL/HO/ITD/SMSSERVICE/2012-9 Dated 12-DEC-2012.**

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for the _____. (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2012.

THE CONDITIONS of this obligation are:

If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid;
or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- i. fails or refuses to execute the Contract Form, if required; or
- ii. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)



4.13 Major Related Activities carried out in last Two years & their %age in revenue

S. No.	Services	Year =		Year =	
		Amount	% in Revenue	Amount	% in Revenue
Bidder					
Total					

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)



4.14 List of Bidder's Major Clients

Please attach copy of reference documents for each reference provided.

S. No.	Name, Designation, e-Mail, Postal Address, Telephone Number, & Fax Number of Contact Person	Scope of Service	Date of Contract	Reference certificate
1.				
2.				
3.				
4.				

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)

Provide attested documentary evidence in support of the above mentioned maintenance & support facilities.



4.15 QUALIFICATION BID CHECKLIST

Ref.	Topic	Answered/ Attached (If Applic.)	Additional Material / Separate files?	Description & No. Of Pages
4.15.1	The bidder should be a Company / firm having its registered offices in India. It should also be registered with the Service Tax Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last three years.			
4.15.2	The bidder should have experience as SMS SOLUTION PROVIDER for a minimum period of three (3) years in India.			
4.15.3	The bidder should have completed at least five projects (in India) based on Short Messaging Service on mobile phones in the last 3 years; and should have completed at least 3 projects in BFSI sector out of the 5 projects in last 3 years.			
4.15.4	The bidder should have tie-ups with multiple Carriers (GSM and CDMA) 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. The Bidder should have at least two (2) tie-ups with GSM Mobile operator and one (1) tie-ups with CDMA Mobile operators.			
4.15.5	The Bidder should have had a minimum turnover of Rs.5 crores in each of the last three financial years (2009-2010,2010-2011,2011-2012) from SMS related business.			
4.15.6	The bidder should have made profit (before tax) in the previous financial year (2011-12).			
4.15.7	Copy of TRAI telemarketers registration certificate			



The Oriental Insurance Company Limited

Request for Proposal – SMS Service

4.15.8	It is mandatory for the bidder to quote for all the items mentioned in the tender.			
4.15.9	The Bidder should not be engaged in NON-LIFE INSURANCE BUSINESS.			
4.15.10	The bid must be signed by a person with the proper authority to bind the company as a 'Constituted attorney of the company'.			
4.15.11	Bid validity should be 90 days after the last date of submission of commercial bid prescribed by OICL.			
4.15.12	The Bidder (a) Should have made a payment of Rs. – 5000 (Rupees Five Thousand only) for the RFP document (b) should have submitted a Security of Rs. 50,000 (Rs. Fifty Thousand only) in the format prescribed			
4.15.13	The bidder should be an individual organization. Consortium shall not be allowed.			
4.15.14	The bidder would undertake not to sub-contract / outsource any part of the work without OICL's permission			
4.15.15	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.			