

Request for Proposal for Implementation & Maintenance of SMS Solution

[Ref: LIC/CO/IT-BPR/SMS/RFP/2016-17 dated: 06/10/2016]

Ref: LIC/CO/IT-BPR/SMS/RFP/2016-17/Corrigendum/1

Date: 20/10/2016

Pre-Bid Queries Response

Sl No.	RFP Document Reference(s)	Page No.	RFP Clause	Query from bidder	Response from LIC
1	Scope of Work	64	Selected vendor(s) will be required to ensure that SMS services offered comply with TRAI /IRDAI / Govt. of India guidelines issued from time to time.	In case of transactional SMSes, the customers have to ensure that it does not send any SMSes to those recipient who has not provided opt in for receiving SMSes and that the content of the SMS is not promotional or otherwise unlawful in nature. Can this provision be available in the contract or PO signed pursuant to the tender?	Promotional Bulk uploads shall be provided to the vendor separately and the vendor is required to ensure DND scrubbing. All other SMSes will be Transactional SMSes to those recipients who have registered their mobile number with LIC. The vendor has to ensure to resolve the DND issues if any in such cases with inputs from us.
2	Termination	51	Right to terminate If Vendor(s) fails to comply with the clause 4.10 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving vendor(s) written notice of 30 days.	Bidder doesn't have the right to terminate even in case of breach of the contract by LIC. Would request you to include a provision for termination right to the Bidder in case there is any default at the end of LIC in performing its obligations under the contract including the payment obligations.	Section 4.25.3 of the RFP, specifies about termination by affected party in case of non-performance or diminished performance.
3	Terms and Conditions	33	Renegotiation of prices, price validity and Validity of the contract LIC reserves right to re-negotiate the prices during the contract period, if there is any change in rates in market or if rates are impacted due to TRAI/other regulatory guidelines.	As the SMS industry is highly volatile, the prices of SMS may shoot up even overnight. Therefore, would request that a provision be made for the bidder to proportionally increase the price of SMS where the cost shoots up due to regulatory change or change in inter operator connection agreements.	No change in the RFP clause.
4	Price and Taxes	42	Price and Taxes Prices payable to vendor(s) will be fixed as derived from the Final L1 quote as obtained after the Online Reverse Auction. Escalation of Costs: Vendor(s) will in no circumstance be entitled to any escalation of costs for price of any material / items supplied or services tendered under the contract.	As the SMS industry is highly volatile, the prices of SMS may shoot up even overnight. Therefore, would request that a provision be made for the bidder to proportionally increase the price of SMS where the cost shoots up due to regulatory change or change in inter operator connection agreements.	No change in the RFP clause.
5	2.20 Stage 2 – Commercial Bid Evaluation – clause 2.2	24	Failed/Rejected/DND/Invalid SMS will not be paid.	Kindly explain the rejected as well as invalid SMS as these terms have not been defined in the RFP document.	Rejected - The messages which fail the vendor application validation e.g. Duplicates, non white listed, multiple times failed numbers etc. Invalid - The numbers where SMSes can not be sent viz. Landline Phones, Mobile numbers which fails the validation e.g. less than 10 Digits number etc. which should get filtered at validation stage.
6	5.1 Executive Scope of Work - Clause-5.c	63	Validation of message-character limits	Generally the client is used to define the content of the messages and size of the messages. In that context, kindly clarify what is expected from the vendor regarding this point	The message length limits to be recorded by SMS platform at the time of template validation/ whitelisting and also for MIS and billing reconciliation purposes
7	5.1 Executive Scope of Work - Clause-17	64	Sender ID allotted should be unique for LIC and the same should not be used by any other entity across the globe, other than LIC. Currently LIC is using "LICIND" as the sender-id.	From ValueFirst end, it will be ensured that, the Senderid allocated to LIC will be unique for ValueFirst platform. But it would not be practically feasible to control the use of LICIND Senderid across the globe. Kindly reconsider this clause.	The vendor has to monitor that sender-id LICIND is not used by any other operator for any organisation within India and take up the issue with the respective operator(s) if such an event occurs.
8	5.1 Executive Scope of Work - Clause-18	64	The bidder should have the facility of online filtering of the DND numbers on real time basis and compliance for DND numbers will be the responsibility of the Bidder/Service provider	ValueFirst has the facility of online filtering of DND numbers on real time basis. But LIC has to ensure that the content of the SMS is transactional in nature and that the messages will be sent only to the registered customers of the LIC. So, LIC is requested to exclude the DND compliance responsibility for the bidder, as the bidder would have no control over these.	Promotional Bulk uploads shall be provided to the vendor separately and the vendor is required to ensure DND scrubbing. All other SMSes will be Transactional SMSes to those recipients who have registered their mobile number with LIC. The vendor has to ensure to resolve the DND issues if any in such cases with inputs from us.

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9	5.1 Executive Scope of Work - Clause-27.c	65	Multi-level Role based access with existing AD – LDAP authentication using User ID/ Password including optional two-factor authentication (biometric or OTP) to access SMS website/portal.	Kindly clarify this AD – LDAP authentication point with more details, including “two-factor authentication (biometric or OTP)” part.	We propose Single Factor authentication using the existing AD infrastructure for the users to broadcast messages to Individuals/Groups.
10	5.1 Executive Scope of Work - Clause-39	66	LIC may introduce, in future, additional vendor(s) for sending messages on behalf of LIC. LIC shall decide the proportion of SMSes allotted to each vendor amongst multiple vendors which shall be reviewed periodically.	Kindly clarify whether LIC will distribute the traffic between multiple vendors or the L1 vendor need to take the responsibility of distributing the traffic	LIC will take the responsibility for distribution of SMSes among multiple vendors.
11	5.1 Executive Scope of Work - Clause-40	66	Hardware and Software, including upgrades for the SMS middleware setup for primary and DR site at LIC, shall be supplied by vendor(s).	Kindly clarify whether the Bidder need to provide all the Software including licensed Operating System (OS), DBMS package etc required for the configuration of the middleware application, along with all the related Servers & hardware for this SMS project or the bidder could utilize the existing hardware & OS & DB infra currently used within this SMS project	Both the selected Bidders have to provide requisite hardware and software for customised middleware application at both Primary and DR sites. However the Oracle 12c RDBMS database will be provided by LIC .
12	5.1 Executive Scope of Work - Clause-46	67	LIC is currently using long code 9222492224 (VMN). The bidder should arrange to use 9222492224 and provide additional premium dedicated long codes as and when required by LIC. Such Virtual Mobile numbers (VMNs) would be the property of LIC and remain with LIC even after the expiry of contract.	This VMN is owned by the current vendor and there is supposed to be a contract between the operator and the current vendor only. So, it would be difficult to change the ownership of the existing VMN. In this context, kindly reconsider this clause.	VMN is currently owned by existing vendor. LIC is in the process of acquiring ownership of long code 9222492224.
13	7 Service Level Agreement (SLA), Clause – A	71-72	High Priority Transactional SMSes which are delivered to recipient after 30 seconds	In case of mobile handset is temporary unreachable, or switched off or inbox full or not responding (specially during restart operation) or having network issues etc, there could be delivery after the specified time limit mentioned in the SLA, from the operator level, where there is no fault at vendor's platform. Kindly clarify whether the penalty will be applicable for those scenarios as well.	Penalty will be applicable only if % of High Priority Transactional SMSes delivered to recipients within 30 seconds falls below 95% for any month.
14	8 Service Level Agreement (SLA), Clause – A	71-72	Medium Priority Transactional SMSes are delivered to recipient after 5 minutes Low Priority SMSes are delivered to recipient after 2 hours (excluding the block period of 10 PM to 7 AM)	Also kindly clarify whether the penalty would be chargeable on individual delayed messages or as a percentage on overall monthly billing.	Penalty shall be charged on Individual delayed messages for all priority type message.
15	Annexure – X : Conformity with Technical Requirements –Point-65	96	Whether the SMS messaging solution can route all messages sent by LIC as "Transaction Messages" without necessitating the scrubbing against NDNC (National Do Not Call) registry of TRAI.	As per TRAI regulation, no Promotional type messages will be delivered to the DND numbers, hence NDNC scrubbing is important in this context. LIC has to ensure that the content of the SMS is transactional in nature and that the messages will be sent only to the registered customers of the LIC. Request to reconsider this clause.	Promotional Bulk uploads shall be provided to the vendor separately and the vendor is required to ensure DND scrubbing. All other SMSes will be Transactional SMSes to those recipients who have registered their mobile number with LIC. The vendor has to ensure to resolve the DND issues if any in such cases with inputs from us.
16	Section- 2.20 Point 2.2Section- 4.14 Point 2.2	24 40	Stage 2- Commercial Bid Evaluation. Failed/Rejected/DND/Invalid SMSs will not be paid	In case of problems of user mobiles & technical issues of Telecom Service Pr. Why should the SMS Aggregator is being punished.	No change in RFP conditions. Also refer response to serial number 5 of this corrigendum.
17	Point 45	67	Scope of Work : Brief description of SMS Services	On-site Support - We feel that this will not be required on permanent basis. We feel that once stabilized, application runs smoothly w/o the need of any Engg. Requesting your consideration.	No change in the RFP conditions
18	Point 46	67	SoW - Long Code 9224992249	Kindly confirm whether the ownership of this code is with LIC or any vendor.	VMN is currently owned by existing vendor. LIC is in the process of acquiring ownership of long code 9222492224.
19	Point 47	67	SoW - Short Code 56767877 with Key-words	Kindly confirm the ownership & how many keywords are being used currently by LIC	Short Code is owned by existing vendor. A total of 20 existing Keywords are being used.
20	Point 49	67	SoW - Delivery definition	The time norm should be calculated as Msg generated by system to msg submitted to the Telecom Service Operator as post this activity, Aggregator has no control over the msg delivery. Please consider the above.	No change in the RFP conditions

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21	Point 53	68	SoW- SLA Monitoring Tool	Kindly elaborate on SLA Monitoring tool & its exact requirement/objective. Is this being used presently?	As per RFP, SLA monitoring tool to be provided by the bidder. No such tool is being used at present.
22	Point 6	71	Project Timelines: 1 Week & 4 Weeks	These timelines are very aggressive for new vendor We will need at-least 2 weeks & 6 Weeks to understand the complete system from the date of release of PO.	No change in the RFP conditions
23	Annexure-10 /various points		Conformity with the Technical Requirements	Point Nos. 18, 30, 31, 36, 50, 51, 57 & 63. Kindly clarify.	No change in the RFP conditions
24	Annexure-10/Desirable Points Pint no 75	97	Conformity with the Technical Requirements	We request default opeartion of Email & Voice as per the case. Email- Transactional wherever email id is available & Voice in absence of the same as it would comply IRDA of having a record/satisfaction level increase with customer base. (This is done widely by all Private Insurers)	No change in the RFP conditions
25	Point 17	64	Sender ID allotted should be unique for LIC and the same should not be used by any other entity across the globe, other than LIC. Currently LIC is using "LICIND" as the sender id.	Bidder can only control this at their end. But the control completely lies at the Operators end whether the sender ID will be used by other entities or not.	The vendor has to monitor that sender-id LICIND is not used by any other operator for any organsation within India and take up the issue with the respective operator(s) if such an event occurs.
26	5.1	62	Executive Scope of Work	Missed Call Based services - How frequently will new missed call VMNs / additional missed call services required ?	This is a desirable feature, may be implemented subsequently during the contract period, in which case the bidder has to provide the services at no additional cost to LIC.
27	5.1 Point no 46	67	Executive Scope of Work	Who is the current owner of the VMN 9222492224 . Are they willing to transfer ownership to new Vendor ?	VMN is currently owned by existing vendor. LIC is in the process of acquiring ownership of long code 9222492224.
28	5.1 Point no 47	67	Executive Scope of Work	Who is the current owner of the VMN 56767877 . Are they willing to transfer ownership to new Vendor ?	Short Code is currently owned by existing vendor. The bidder may contact the existing vendor to procure the short-code on ownership or rental basis or Bidder can provide alternate dedicated short-code for LIC.
29	Annexure – X	94	MANDATORY REQUIREMENTS – 32	Please clarify on the amended IT Act 2000 and other laws statutes of the government	No change in the RFP conditions
30	Annexure – X	93	MANDATORY REQUIREMENTS - 17	Does LIC require a new 5 digit dedicated short code or a Multimodal shortcode ?	The current Short Code is 56767877. As per the RFP conditions, there is no restrictions on the number of digits for the short-code.
31	Section 3.16 - Eligibility Criteria	33	The bidder should be having their own short code which is connected to all telecom operators and all circles in India	Not all SMS aggregators have their own SMS Short Code, hereby relook into this and allow maximum participation	Short Code 56767877 is currently owned by existing vendor. The bidder may contact the existing vendor to procure the short-code on ownership or rental basis or Bidder can provide alternate dedicated short-code for LIC.
32	Annexure X, point 44	95	Whether the SMS messaging solution can provide facility to whitelist users based on user-ids, roles, groups, authorizations, IP addresses, MAC addresses, etc.?	Please provide use cases for individual features	The SMS messaging solution should provide facility to whitelist SMSes generated through Graphical user interface, based on user-ids, roles, groups, authorizations, IP addresses, MAC addresses, etc.
33	Annexure X, point 45	95	Whether the SMS messaging solution can provide facility to whitelist SMS text based on templates, authorized users and IP addresses?	Templates, Users and IP addresses will be together checked for whitelisted SMS Text. Is that ok?	Yes, Templates, Users and IP addresses should be together checked for whitelisted SMS Text.
34	Annexure X, point 51	95	Whether the Bidder will provide an online portal to access the logs for a period of previous two years at any given point of time?	Would LIC require access to detailed logs or would summary logs be sufficient on the live online portal? We can provision detailed SMS logs on the online portal for past 3 months.	Bidder should provide summary logs with detailed log through drill-down option on the online portal for previous two years.
35	Indicative Commercial Bid	24	Both L1 bidder and second selected bidder have to implement the customized middleware solution including hardware and software, web user-interface, MIS Reports and also handle the SMS traffic.	Will LIC provide Data center Rack Space, Racks, Network Equipment, Power Supply, Necessary Network Bandwidth for the SMS Middleware?	Yes, LIC will provide Data center Rack Space, Racks, Network Equipment, Power Supply, necessary Network Bandwidth for the SMS Middleware.

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36	Point 46	67	LIC is currently using long code 9222492224 (VMN). The bidder should arrange to use 9222492224 and provide additional premium dedicated long codes as and when required by LIC. Such Virtual Mobile numbers (VMNs) would be property of LIC and remain with LIC even after the expiry of contract.	The code is currently owned by LIC or the current vendor? Will LIC / current vendor transfer the code to the newly selected bidder for handling the incoming SMS traffic on the long code.	VMN is currently owned by existing vendor. LIC is in the process of acquiring ownership of long code 9222492224.
37	Point 47	67	LIC is currently using short code 56767877. The bidder should either continue to use 56767877 or provide alternate dedicated short-codes as and when required by LIC.	We will be able to provide alternate dedicated short codes, and provision the same keywords. Is that ok?	Short Code is currently owned by existing vendor. The bidder may contact the existing vendor to procure the short-code on ownership or rental basis or Bidder can provide alternate dedicated short-code for LIC.
38	Point 45	67	Onsite Support: - The successful bidder will provide onsite support at LIC's premises between 10 am to 6 pm on all working days for attending user complaints/problems, monitoring the application deployed, etc.	Please confirm working days (Monday to Friday or Monday to Saturday)?	At present, working days for LIC is Monday to Saturday. Saturday being half-day. In future, any change in working days, will be communicated to selected vendor(s) well in advance.
39	Section 4.2 Renegotiation of prices, price validity and Validity of the contract	33	The prices quoted for SMS solution should be valid until 36 months from start date of the contract period. LIC reserves right to re-negotiate the prices during the contract period and extended period, if there is any change in rates in market or if rates are impacted due to TRAI/other regulatory guidelines.	Both parties (LIC and the selected bidder) should have the rights to negotiate the prices during the contract period due to change in rates in market / TRAI or regulatory guidelines.	Both parties (LIC and the selected bidder) have the right to re-negotiate the prices during the contract period due to change in rates due to TRAI or regulatory guidelines.
40	Section 2.8 Earnest Money Deposit	13	Bidders shall submit, along with the Technical Bid, EMD of Rs. 5,00,000/- (Rupees Five Lakhs only) in the form of Bank Guarantee (BG) as per the format given in Annexure - II, which should be executed by a Nationalized or Scheduled bank, acceptable to LIC, having its branches in Mumbai.	Can we submit DD instead of BG? If not, can we submit BG from a private bank like Kotak Mahindra Bank in Mumbai?	Earnest Money Deposit of Rs. 500,000/- has to be submitted in form of Bank Guarantee issued by any Nationalised/Scheduled Bank. Demand draft will not be accepted.
41	Section 2.20	24	L1 price will be determined by online reverse-auction bidding on a date stipulated by LIC. The date and time of online reverse-auction bidding will be conveyed to technically qualified bidders separately.	This should be a fix rate bid as there is hosting piece as well, this option should not be there. The solution will get compromised	No change in the RFP conditions
42	Section 2.20	25	The Indicative Commercial Bid as per Annexure-XI shall be submitted in a separate sealed cover. After the opening of Indicative Commercial Bids of Technically qualified bidders, Online Reverse Auction will be held	should be fixed price bid	No change in the RFP conditions
43	Section 3	30	The bidder should be in the business of SMS Messaging Solution Provider for a minimum period of three (3) years as on the date of release of this RFP	The prime bidder should be a Telecom service provider and having UASL license	No change in the RFP conditions
44	Section 3	31	Bidder should demonstrate experience of processing at least 20 crores SMS transactional/promotional /OTP messages (annually) in India during each of the last three financial years (2013-14, 2014-15 and 2015-16)	To be changed to :Bidder should demonstrate experience of processing at least 100 crores SMS transactional/promotional /OTP messages (annually) in India during each of the last three financial years (2013-14, 2014-15 and 2015-	No change in the RFP conditions
45	Section 3	31	The bidder should have direct tie-ups with at least five (5) major telecom service providers 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 direct tie-ups with at least five (5) major telecom service providers 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./ In case of Telco to prime bid, self-declaration will be required.	In case, the bidder is a Telecom Service Provider, a self-declaration on official letter head with brief details of delivery mechanism to multiple telecom operators and how the telecom service provider will handle event of failure of delivery of messages.
46	Section 3	31	The bidder must have its SMS Gateway infrastructure hosted from Data Centres located in India, for providing SMS gateway services	To be changed to :The bidder must have its OWN SMSC hosted from Data Centers located in India, with Geo redundancy.	No change in RFP conditions.
47	Section 3	31	The bidder must have disaster recovery setup BCP in place for its SMS Gateway Service	Geo Redundancy should be built.	No change in RFP conditions.

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48	Section 3	32	Bidder must have minimum annual turnover of Rs. 15 crores in each of the last three financial years 2013-14, 2014-15 and 2015-16) should also have made profit (before tax) in atleast two of the three previous financial years	Bidder must have minimum annual turnover of Rs. 100 crores in each of the last three financial years 2013-14, 2014-15 and 2015-16) should also have made profit (before tax) in atleast two of the three previous financial years from Telecom services .	No change in RFP conditions.
49	Section 3	33	The bidder should be registered trade marketer as per TRAI guidelines.	In case the prime Bidder is a Telco, this should not be mandatory .	In case, the bidder is a Telecom Service Provider, copy of UASL certificate valid as on the date of bid submission can be submitted.
50	Section 4.7.1	36	Variations proposed by LIC	Any change will be at addition charges, mutually agreed .	No change in RFP conditions.
51	Section 8	72	Infrastructure Specification (Hardware)	Airtel recommends cloud based hosting. this will be more cost effective and can have scale .	No change in RFP conditions.
52	Eligibility Criteria, Point No 16	33	Copy of short code certificate with TRAI	Operator or VAS provider in place of TRAI.	Proof of short-code ownership valid as on date of bid submission, in favour of bidder to be attached.
53	High Priority SLA	71	SMS's which are delivered after 30 secs	Minimum 90% messages within 30 secs. Currently full amount is as penalty.	Penalty will be applicable only if % of High Priority Transactional SMSes delivered to recipients within 30 seconds falls below 95% for any month.
54	Eligibility Criteria, Points 72 & 73	97	Retention of existing Short code/Long code : 56767877/9222492224	Ownership transfer from ACL Mobile to LIC.	Long code VMN is currently owned by existing vendor. LIC is in the process of acquiring ownership of long code 9222492224. Short Code is currently owned by existing vendor. The bidder may contact the existing vendor to procure the short-code on ownership or rental basis or Bidder can provide alternate dedicated short-code for LIC.
55	Scope of work, Point No 27c	65	AD-LDAP authentication – two factor authentication	One factor instead of two factor	We propose Single Factor authentication using the existing AD infrastructure for the users to broadcast messages to Individuals/Groups.
56	Eligibility Criteria 3.6	31	The bidder should have direct tie-ups with at least five (5) major telecom service providers 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.	Since we are sending the messages for SBI (more than 1 Crore SMS a day), ICICI, DAVP & IRCTC and other clients cumulative more than 5 Cr messages a day without any failures. We are having fully redundant architecture with multiple back hauling arrangements with Operators/Aggregators. Requesting for ease-out of this clause and allow us to participate for fair competition. We are confident that given a chance we can optimise input cost for LIC	No change in RFP conditions.
57	Eligibility Criteria 3.16	33	The bidder should be having their own short code which is connected to all telecom operators and all circles in India	This needs to manage by LIC with current Agency	Short Code is currently owned by existing vendor. The bidder may contact the existing vendor to procure the short-code on ownership or rental basis or Bidder can provide alternate dedicated short-code for LIC.
58	Project Timelines 6	71	Submission of Scope of Work and Project Implementation Plan (Within 1 Week from the date of Purchase Order)	Needs 2 weeks of time as discussed in the prebid meeting	No change in RFP conditions.
59	Service Level Agreement (SLA) -Penalties for delayed / non delivery of SMSes	71-72	Penalties for delayed / non delivery of SMSes: a.High Priority Transactional SMSes which are delivered to recipient after 30 seconds - Full Amount as Penalty	Needs correction in penalty clause as discussed in pre bid meeting	Penalty will be applicable only if % of High Priority Transactional SMSes delivered to recipients within 30 seconds falls below 95% for any month.

Date: 20/10/2016

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Executive Director (IT/BPR)