

# Request for Proposal from a Startup registered under Kerala Startup Mission for the Annual Maintenance Contract and potential future revamp of the KFC Website & Mobile Application

RFP Ref. No. KFC/IT/E-Tender/03/2024-25 dated 24.01.2025

Last date for submission of proposals: 24.02.2025 up to 03:00 PM

This RFP document will be available for downloading at <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>

# **Table of Contents**

SI. No.	Particulars	Page No.
-	Schedule of Events for Submission of Bids	3
_	Notice Inviting e-Tender	4
1	Introduction	5
1.1	About Kerala Financial Corporation	5
1.2	Introduction to RFP Document	5
1.3	Disclaimer	5
1.4	For Respondent only	6
2	Project Overview & Objectives	6
3	Scope of Work	7
4	Terms & Conditions for e-Procurement	10
4.1	Online Bidder Registration Process	10
4.2	Online Tender Process	10
4.3	Documents Comprising Bid	11
4.4	Submission Process	11
5	Overview of the Selection Process	12
5.1	Issue of RFP	12
5.2	Submission of Queries	12
5.3	Online Pre-Bid Meeting	12
5.4	Issue of Corrigendum to RFP, if required	13
5.5	Submission of Response	13
5.6	Validity of Proposals Submitted	14
5.7	Pre-Qualification Eligibility Assessment	14
5.8	Demonstration for Bidder Evaluation	15
5.9	QCBS	15
5.10	Technical Bid Evaluation	15
5.11	Financial Bid Evaluation	17
5.12	Combined Technical & Financial Score (CTFS)	17
	Award of Contract	18
5.14	Service Level Agreement and Non-Disclosure Agreement	18
6	Payment Terms	18
7	General Terms & Conditions	18
7.1	Dispute Resolution	18
7.2	Governing Law & Jurisdiction of Court	19
7.3	Legal Compliance	19
7.4	Termination	20
7.5	Confidentiality	21
7.6	Successful Bidder's Personnel	22
7.7	Substitution of Team Members	22
7.8	Data Protection	23
7.9	Violation of Terms	23
7.10	Escalation Matrix	23
	Annexure 1 – Profile of the Bidder	24
-	Annexure 2 – Checklist Submission	25

# **SCHEDULE OF EVENTS FOR SUBMISSION OF BIDS**

Name of the Organization	Kerala Financial Corporation
Type of the Organization	State Financial Corporation
RFP Ref. No.	KFC/IT/E-Tender/03/2024-25
Description of Work	Request for Proposal from a startup registered under KSUM(Kerala Startup Mission) for the Annual Maintenance Contract and potential future revamp of the KFC Website & Mobile Application (Android & iOS)
RFP Issuance Date	24.01.2025
Last Date of Submission of Queries / Clarifications	07.02.2025 up to 05.00 PM
Date of Online Pre-bid Meeting	11.02.2025 from 11.00 AM to 01.00 PM through Video Conference.
	Bidders willing to participate in the pre- bid meeting need to submit their details at it@kfc.org on or before 11.10.2024. Details of Video Conference would be communicated to interested bidders separately.
Last Date for Submission of Bids	24.02.2025 up to 03.00 PM
Technical Bid Opening Date	25.02.2025 at 04.00 PM
Date of Presentation by the Eligible Bidders	Will be informed
Financial Bid Opening Date	Will be informed after the presentation
Name & Details of the Contact Person	Shri. Rineed R Senan Manager(IT), IT Department, Kerala Financial Corporation, Head Office, Vellayambalam, Thiruvananthapuram, Kerala - 695033 Ph: 04712737520 Mob:+919288006967 Email id:it@kfc.org
Website from which RFP can be downloaded	
Submission of tender and remittance of fee	Please visit the General Tender Terms & Conditions for e-Procurement section

**Note**: Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

# **Notice Inviting E- Tender**

This tender is an e-Tender and is being published online for the Annual Maintenance Contract and potential future revamp of the KFC Website & Mobile Application (Android & iOS) from a startup registered under KSUM (Kerala Startup Mission) and for the website and Mobile app of Kerala Financial Corporation. The documents may be downloaded from the website <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>.

Application for this RFP supported by prescribed annexure shall be submitted through the e-procurement portal of the Government of Kerala. The bid applications will be received till 03.00 PM on 24.02.2025. The bidder must submit their application complete in all respects as per instructions contained in the tender document on or before the closing bidders date and time. The are advised to keep visiting the https://www.etenders.kerala.gov.infrom time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the RFP document complete in all respects including updates thereof, if any. An incomplete application is liable for rejection. Applications received through modes of communication other than the prescribed mode shall be treated as invalid and rejected.

The Kerala Financial Corporation reserves the right to verify the particulars furnished by the bidder independently. If any information furnished by the bidder is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in the KFC.

Managing Director, KFC reserves the right to reject any or all prospective application without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable.

Managing Director
Kerala Financial Corporation

Thiruvananthapuram 24.01.2025

## 1. INTRODUCTION

# 1.1 About Kerala Financial Corporation

Kerala Financial Corporation (KFC), incorporated under the State Financial Corporations Act of 1951, is a public sector enterprise under the administrative control of Government of Kerala with the objective of promoting Industrialization of the State by extending financial assistance to Micro, Small and Medium Enterprises in the manufacturing and service sectors. The financial assistance is provided in the form of term loans, working capital loans and special schemes. The organizational structure of the Corporation consists of 22 Branch Offices across Kerala with its Head Quarters at Thiruvananthapuram and Zonal Offices at Kozhikode, Ernakulam & Kollam

## 1.2 Introduction to RFP Document

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Kerala Financial Corporation (hereafter referred to as "Corporation") to select a suitable Startup units registered under KSUM (Kerala Startup Mission) for the maintenance and potential future revamp of the existing website (www.kfc.org) and the Android and IOS versions of the mobile app of KFC. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Corporation and any successful Bidder as identified by the Corporation, after completion of the selection process as detailed in this document.

# 1.3 Disclaimer

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Corporation in relation to the provision of services. While the RFP document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Corporation or any of its directors, employees or representatives, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP.

The information in this RFP document provided to bidders or applicants whether verbally or in documentary form by or on behalf of the Corporation, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder require. The Corporation does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document, which may become apparent. The Corporation in its absolute discretion, but without being under any obligation to do so, update, amend or

supplement the information in this RFP. Such change will be published on the Corporation's Website and it will become part and parcel of RFP.

The RFP is not an offer by the Corporation, but an invitation for bidders' responses. No contractual obligation on behalf of the Corporation, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Kerala Financial Corporation and the Bidder.

The Corporation reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Corporation shall be final, conclusive and binding on all the parties.

# 1.4 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "Bidder") and no other person or organization.

# 2. Project Overview & Objectives

KFC intends to take services from KSUM Registered startups having experience in developing and maintaining Websites & mobile application adhering to the industry standards for a period of 1 year.

Website URL: https://www.kfc.org

# **Technology Stack of the Website of KFC**

cPanel: Version 110.0 (build 39)

Server: CentOS Linux release 7.9.2009 (Core)

Web Server: Apache 2.4.62

PHP Version: 8.1.29

Database Version: MySQL 5.7.44 MySQL Community Server (GPL)

# Technology Stack of the mobile application of KFC

App type: Hybrid App Framework: Flutter

Versions: Android and IOS.

Back-end Services are exposed using REST API's (Developed and maintained by KFC's in-house team, therefore the scope of any change in the backend service of Mobile app does not apply to the vednor)

# 3. Scope of Work

After completion of the bidding process and work order issuance to the selected vendor, the vendor with the awarded AMC shall be responsible for maintenance, future revamp, monitoring (24\*7\*365 days a year) and availability of the KFC Website & Mobile app. The Website/Mobile app availability is mandated to be at 99.99% uptime when the network is available and without any hardware issues reported. The stakeholder's coordination and communication involved in the Website management are to be carried out by the selected Vendor.

#### a. Duration

The monitoring, maintenance and potential future revamp of the Website & Mobile app of Kerala Financial Corporation for a period of one year.

# b. Compliance

Support security audits and VAPT certification as per the guidelines issued by the Government of India from time to time. The Vendor shall be responsible for resolving all issues identified in the Website/Mobile App audited by any CERT-IN empanelled security auditor appointed by KFC. While the cost of VAPT will be covered by KFC, the Vendor will be responsible for coordinating with the CERT-IN empanelled security auditors, addressing all raised issues, and obtaining a clean certification. The security audit should be conducted on an annual basis.

# c. Security:

- The vendor will be responsible to resolve the vulnerabilities identified by the Vulnerability Assessment (VA) report and Penetration testing (PT) tickets as and when generated.
- Also, all the vulnerabilities raised by CERT-IN or Kerala State IT Mission related to Security Clearance have to be fixed by the Vendor during the contract within the specified timelines.
- The Server, Website and Mobile App should be regularly updated for updates and latest patches/patch sets.
- The website is developed using PHP, and the mobile app is built using Flutter.
  The Vendor is responsible for updating the framework/library versions, along
  with their modules and dependencies, whenever a new stable version is
  released.
- Protection against defacement and hacking of the web application/backend services and implement security features to protect the site from session hijacking, SQL injection, Cross scripting, Denial of Service etc. In case of a virus or hacking attack, the Vendor shall have to re-create/restore the Website/Mobile app within 2 hours of SLA.

# d. Archival Policy

• Implementation of Archival policy in the application to improve the efficiency of the Website/Mobile app.

## e. Links

Maintenance & checking for dead links/broken links of static pages.

# f. Logs

- Application and Database backups/logs should be monitored daily and resolved if any issues are raised including the Drupal log report as well.
- The audit trails/logs should be maintained for audit purposes.

## g. SSL Management

 The Vendor is responsible for configuring the SSL for the domain of the Website <a href="https://www.kfc.org">https://www.kfc.org</a>

## h. Content and UI related

- The Vendor is required to make updates/changes to the existing developed Website/Mobile app only after seeking formal approval from KFC.
- Maintenance/ potential future revamp of Static Pages information and Uploading Content as per requirement (Content will be provided by KFC). Content modification/links on the existing Website/Mobile app and designing of new pages as per the requirement of KFC.
- Publishing and Updating would include regular upgradation of news, data, reports, tender announcements, recruitment and other relevant information etc., on a daily, weekly, fortnightly or monthly basis as may be required.
- Re-design of any Pages (as and when required) and all inputs shall be provided by KFC.
- Regular web promotion activities in line with Search Engine Optimization.
- Support for cross-browser compatibility of Websites of KFC.

# i. Search Engine Optimization

The vendor must ensure optimal SEO performance by securing top rankings in search results for keywords relevant to KFC, as provided by the concerned department of KFC, and by implementing the necessary SEO best practices outlined below.

# 1. SEO-Friendly Website Structure

- Clear, organized site architecture for easy navigation.
- Clean, SEO-optimized URLs that reflect content and keywords.
- Proper internal linking structure to enhance site crawlability.

## 2. Mobile Optimization

- Fully responsive design to ensure optimal viewing experience on all devices
- Fast page load times on mobile platforms.
- Mobile-first indexing compliance as per search engine guidelines.

## 3. On-Page SEO Optimization

- Use of HTML tags (title tags, meta descriptions, header tags) for proper content hierarchy.
- Optimization of images (e.g., alt text, file size compression for faster load times).
- Implementation of structured data (Schema.org) to improve visibility in search engines.
- Use of targeted, high-value keywords in page content, headings, and meta tags.

# 4. Technical SEO Compliance

- Clean and well-organized code with minimal reliance on JavaScript that could obstruct crawling.
- Implementation of SSL encryption (HTTPS) for secure browsing.

- Proper integration of XML sitemaps and robots.txt to guide search engine crawlers.
- Regular technical audits to address crawl errors, broken links, and redirects.

# 5. Content Strategy and Optimization

- Fresh, high-quality, and relevant content created consistently for SEO purposes.
- Use of multimedia (videos, images, infographics) with appropriate SEO tagging.
- Optimization for user intent and search engine algorithms.
- Blog or content marketing strategy to generate traffic and enhance engagement.

## 6. Page Speed Optimization

- Optimization of page load times, ensuring all page load in under 3 seconds.
- Image compression and optimization without compromising quality.
- Use of caching and other speed optimization techniques like lazy loading for images.

# 7. **SEO Analytics and Reporting**

- Integration of Google Analytics and Google Search Console to track site performance.
- Regular reports on key SEO metrics like traffic, keyword rankings, bounce rates, and conversions.
- Periodic SEO audits to ensure continuous optimization based on evolving search engine algorithms.

# 8. Social Media and SEO Integration

- Integration of social media sharing features to improve visibility and engagement.
- Consistent branding across the website and social media platforms.
- Social media signals considered in content and SEO strategy.

## 9. Compliance with Search Engine Guidelines

- Adherence to Google's Webmaster Guidelines and search engine best practices.
- Implementation of strategies based on the latest SEO trends and algorithm updates.

## j. Data related

- Manage Database availability, backup, archival, availability, restoration, and health management of Data and the Database.
- The Vendor shall be required to undertake full responsibility for the safe custody, and security of data provided by KFC.
- Frequent back up of the latest source code and the database backup should be done and the same must be shared to KFC towards the end of the contract.

# k. Status Update

 Monthly status update to KFC with the activities report, performance reports, feedback, service improvements plan etc.

# I. Troubleshooting

• The successful vendor will provide immediate maintenance support and assistance in the event of any disruption to the Website/Mobile app. The manner and time frame for troubleshooting and the timelines for the resolution of the problems will be as follows:

Troubleshooting & Resolution times priority	Priority Definition	Mean Time to Assist (MTTA)	Mean Time to Repair (MTTR)	Reporting/ Updates Frequency
динес разоно,	Out of Service – Website/Mobile app	(0.00.00.0)	(Control of the control of the contr	
	is	15		
High	not functioning	Minutes	2 Hours	15 Minutes
Medium	Partial/intermittent service interruptions e.g. System, N/W performance degraded but the Website/Mobile app still functioning etc.	30 Minutes	4 Hours	1 Hour
	All change requests, access	15		
Low	requests etc.	Minutes	1 Hour	30 Minutes

## j. Penalty

- The vendor will provide system-generated reports in support of 99.99% uptime on monthly basis on the last working day of every month.
- There will be a penalty of Rs.200.00 per hour for downtime up to a maximum of 10% of AMC for each incident reported if it is other than a hardware and network problem.

# k. Payment

Maintenance support charges shall be made at pro-rated rates on quarterly basis (at the end of each quarter) to the Vendor upon satisfactory services provided to KFC on support activities for Website/Mobile app maintenance during the period.

#### I. Maintenance

- The vendor is expected to maintain the complete websites/Mobile app both technical and application for 1 year (24\*7\*365) subject to satisfactory performance of the agency which will be evaluated half yearly.
- The application management will include any content update, upload or any other minor change to the Website/ Mobile app.
- The agency will have to provide security from virus attacks and hacking of the Website / Mobile app.
- In case of a virus or hacking attack, the agency shall have to recreate/restore the Websites/Mobile app immediately.
- Should provide and implement all patches / upgrades / updates for software/ Security patches etc. as and when released by the Vendor/respective OEMs without any additional cost to KFC. Bidder should bring to notice of the KFC all release /version change. Updates & Upgrades should be carried out with zero data loss and in consultation with the KFC.
- Promptly Compliance and closure of any observation(s)/ finding(s) / recommendation(s)/ Query(ies)/ Advisories of any Audit/ Concurrent Audit/ Management Audit/Information Security Audit/External Audit/ Inspection and Management Audit or IT Risk Management or IT Compliance or Information Security Department of KFC/any regulatory authority etc. which shall be advised from time to time by KFC to the selected Bidder.

## m. Future potential revamp

The scope of work for the website revamp of Kerala Financial Corporation (KFC) includes redesigning the existing website (www.kfc.org) with a modern, user-friendly, and responsive interface that aligns with the Corporation's branding. The revamped website should support multilingual functionality, with content available in both English and Malayalam (as default), ensuring accessibility to a wider audience. An intuitive Content Management System (CMS) should be integrated to facilitate easy updates and management, with training provided for KFC staff. Enhanced functionality such as Chatbot along with optimization for search engines (SEO) and seamless compatibility across mobile and tablet devices and various browsers. Robust security measures, including SSL certification, data encryption, and compliance with data protection laws, must be incorporated, alongside performance optimization for fast loading and efficient operations. The vendor is expected to provide hosting and ongoing maintenance, regular updates, and 24/7 technical support post-launch, ensuring the website remains secure and operational. Comprehensive documentation, including user manuals and developer notes, should also be delivered. Additionally, the website architecture should be designed to support future scalability and upgrades without requiring significant overhauls.

The scope of work for the revamp of Kerala Financial Corporation's (KFC) mobile application, available on both iOS and Android platforms, includes redesigning the app with a modern, user-friendly, and intuitive interface that aligns with the Corporation's branding. Enhanced functionality should include improved navigation, a client and employee portal, seamless application submission processes, push notifications, payment gateway integration, notifications for key updates and integration with external services through API. The app must be optimized for performance, ensuring fast load times, smooth transitions, and compatibility across a wide range of devices. Robust security measures, including data encryption and compliance with data protection regulations, should be incorporated to protect user information. The vendor is expected to provide regular updates, ongoing maintenance, 24/7 technical and App release support to ensure smooth operation postlaunch. Comprehensive documentation, including user guides and developer notes, should be delivered to assist in future management. The app's architecture should be designed to support scalability and potential future upgrades without significant redevelopment, ensuring the app remains adaptable to evolving user needs and technology advancements.

## Chatbot

KFC seeks to implement a robust Intelligent Virtual Assistant (IVA) solution, commonly referred to as a chatbot. The proposed solution aims to enhance customer engagement and satisfaction by offering a user-friendly and accessible platform while facilitating the collection of valuable customer feedback to continuously improve KFC's services. The solution shall address non-financial, financial and additional functional requirements detailed as follows:

## I. Non-Financial Services

Should focus on resolving basic customer queries and fostering improved engagement. Key requirements include:

# 1. Multilingual Query Support

Enable handling of queries in English and Malayalam using Natural Language Processing (NLP).

## 2. AI-Driven Training

Leverage AI models, intents, deep learning, and data-driven accuracy to efficiently resolve customer queries.

## 3. Personalized Notifications

Deliver reminders, updates, surveys, and targeted messages to enhance customer interaction.

# 4. Platform and OS Independence

Ensure compatibility with various operating systems and devices, enabling a platform-agnostic experience.

## 5. Live Agent Dashboard

Provide a seamless handoff of chats to human agents while retaining conversation history for contextual support.

# 6. System Administration

Equip administrators with the ability to add or update chatbot responses based on interaction insights.

## 7. User Login and Onboarding

Allow secure user authentication via credentials such as Customer ID, Loan Number, or Virtual Account Number across multiple channels.

## 8. Performance Metrics

Support a minimum of 100 concurrent sessions, ensure 95% response accuracy, and maintain 99.5% uptime.

## II. Financial Services

The Chabot should integrate essential banking operations. Key requirements include:

# 1. Advisory and Calculations

Provide functionalities such as loan eligibility checks, interest rate inquiries, and EMI calculations.

## 2. Account Services

Address queries related to enquiry registrations, loan applications, Schems, mini statements, and statement generation.

# 3. Loan Payments

Assist customers with loan repayment processes.

# **Additional Functional Requirements**

## A. B2C Services

Offer direct access to the chatbot via KFC's website for comprehensive product and service queries.

## **B. Virtual Personality**

Ensure the chatbot reflects KFC's brand identity through empathetic, professional, and patient interactions.

# C. Integration Capabilities

Enable seamless integration with APIs, ISO standards, web services, and enterprise systems.

# **D. Social Media Integration**

Provide chatbot functionality on social media platforms such as Twitter, Facebook, WhatsApp, and Instagram, supporting banking services via Direct Messages.

# **E. Two-Way Speech Connector**

Include text-to-speech and speech-to-text capabilities, with integration into smart assistants like Alexa and Google Home.

# F. Natural Language Processing (NLP)

Incorporate advanced NLP features, including sentiment analysis, multilanguage support, and workflow automation.

## G. Analytics and Training

Provide tools for real-time monitoring, proactive training capabilities, and access to an analytics dashboard for insights.

# H. Knowledgebase Integration

Utilize resources such as FAQs, PDFs, URLs, and other documents to design conversational workflows.

# I. Security and Compliance

Adhere to KFC's Information Security Policy to safeguard customer data and maintain confidentiality throughout and beyond the contract period.

## n. Termination of Contract

- KFC shall have the right to terminate the contract without any prior notice.
- It may also be noted that in case of the Vendor backing out in midstream without any explicit consent of KFC, they will be liable to recoveries, vis-avis, those contracted with it, which may have to be incurred by KFC on maintenance of the Website from the remaining period of contract through alternative means.

#### 4. Terms & Conditions for e-Procurement

The tender is invited in three cover system from the registered and eligible firms through the e-procurement portal of Government of Kerala(<a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal. The tender timeline is available in the 'Schedule of Events for Submission of Bids' of this RFP published in <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>.

## 4.1 Online Bidder Registration Process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on <a href="www.cca.gov.in">www.cca.gov.in</a>. Once, the DSC is obtained, bidders have to register on <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a> website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-257 7088, 2577188, 257 7388 or 0484-233 6006, 233 2262 and through email: etendershelp@kerala.gov.in for any assistance in this regard.

## 4.2 Online Tender Process:

The tender process shall consist of the following stages:

- **i) Downloading of tender document**: Tender document will be available for download on <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>.
- **ii) Publishing of Corrigendum**: Corrigendum (if any) shall be published on <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>and shall not be available elsewhere.

**iii)Bid submission**: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>. All documents in support of bid(Prequalifications, Technical bid & Financial bid) shall be submitted online. All documents must bear the signature of the authorized signatory along with an official stamp on every page. Failure to submit the documents online will attract disqualification. No manual submission of bid is allowed and manual bids shall not be accepted.

A copy of the bid which forms an exact copy of the uploaded bid in the e tender site with Pre-Qualification, Technical and Financial proposal has to be submitted by the bidder through password protected soft copy of the same to email: it@kfc.org. The password will be kept under bidders' custody to be revealed only in case of a fall back where this alternate copy is to be opened.

- **iv) Opening of Technical Bid and Short-listing of Bidders**: The technical bids of those bidders who qualify in the pre-qualification will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. Bids shortlisted through this process will be taken up for opening the financial bid.
- **v) Opening of Financial Bids**: Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in 'Schedule of Events for Submission of Bids'.

# 4.3 Documents Comprising Bid:

Pre-Qualification, Technical or/and financial proposal shall contain scanned copies of documents which is detailed in annexures (Ref. Table of Contents).

The Corporation doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

The Bidder shall complete the Price bid as per format given for download along with this tender.

<u>Note:</u> The blank price bid should be downloaded and saved on bidder's computer without changing file-name; otherwise, price bid will not get uploaded. The bidder should fill in details in the same file and upload it back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's Performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and shall be rejected. All the rates quoted in the financial bid should be excluding GST.

## 4.4 Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Prequalification, Technical bid and financial bid online on <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a> along with online payment of tender document fee and EMD.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission, otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

General conditions of bid:

- a) Not more than one bid shall be submitted by the bidder.
- b) The bid submitted by the bidder is not transferable.
- c) The tender document for the bid shall be prepared in English.
- d) The tender document, its connected documents/ deliverables submitted by the bidder shall be the property of the Corporation.
- e) The bidder shall raise no claim as to the ownership or possession of the same.
- f) The Corporation is free to cancel the e-tender at any point prior to awarding of contract. In that case, the Corporation shall not be responsible for any damages to the bidder.
- g) The Corporation is at liberty to withdraw the e-tender without any liability to the bidder at any point of time. In such case no reason for withdrawal shall be attributed by the Corporation.

## 5. Overview of the Selection Process:

The bidder selection process would comprise of the following stages.

## 5.1 Issue of RFP

The Corporation will issue the RFP document.

# **5.2 Submission of Queries**

Each Recipient should notify the Corporation of any error, fault, omission, or discrepancy found in this RFP document but not later than the last date of submission of queries / clarifications specified in the "Schedule of Events for Submission of Bids". The bidder may request a clarification on any clause of the RFP document within this date. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to <a href="it@kfc.org">it@kfc.org</a> (Subject of the email should be "RFP No. KFC/IT/E-Tender/03/2023-24 dated 24.01.2025"). The Bidder is requested to collate and submit queries together to seek clarifications / responses from the Corporation. No written reply would be furnished to the bidders for the queries raised. No individual or personal enquiry through any other mail would be attended.

## **5.3 Online Pre-Bid Meeting**

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, the Corporation will hold a pre-bid meeting on the date & time as indicated in the "Schedule of Events for Submission of Bids". Only authorized representatives of the bidders will be allowed to attend the online Pre-bid meeting. Bidders willing to participate in the pre-bid meeting are required to submit a letter from authorized signatory of the organization through the email <a href="it@kfc.org">it@kfc.org</a> along with details including name, organization, designation, mobile number, email id, etc. with subject as "RFP No. KFC/IT/E-Tender/03/2023-24 dated 24.01.2025". Details of Video conference will be communicated separately through email. Non-attendance at the Pre-bid Meeting will not be a cause for disgualification of a bidder.

## 5.4 Issue of Corrigendum to RFP, if required

Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting or as a result of the Queries raised, shall be made public by the Corporation, its discretion, exclusively through the exercisina issue of Addendum/Corrigendum published the e-tender website https://www.etenders.kerala.gov.in. At any time before the last date of submission of bids, the Corporation may amend the RFP by issuing an addendum and hosting it in the e-tender website. The addendum will be binding on all the bidders. To give bidders reasonable time to take an amendment in their proposals, the Corporation may, if the amendments being substantial extend the deadline for the submission of the proposals.

# 5.5 Submission of Response

The Bidders will submit response to RFP as per the checklist and the format provided in the RFP. The Recipient/Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which the Corporation shall not be held responsible. The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Corporation shall be in English language only.

All submissions, including any accompanying documents, will become the property of the Corporation. The bidder shall be deemed to have licensed, and granted all rights to the Corporation to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the bidder that may subsist in the submission or accompanying documents.

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by the Corporation, will be borne entirely and exclusively by the Recipient/ Respondent. A Recipient will, by responding to the Corporation's RFP document, be deemed to have accepted the terms as stated in this RFP document.

No bid can be modified by the bidder subsequent to the closing date or as otherwise specified in this RFP and time of submission of bids. In the event of withdrawal of bid by the bidders, Corporation shall be entitled to forfeit the EMD.

The response to the RFP from the bidders shall include pre-qualification, technical and financial in three separate covers through e-tender process. Initially, the cover

containing pre-qualification would be opened and verified for the eligibility to participate in the tender process.

# 5.6 Validity of Proposals Submitted

All Proposals shall be valid for a period of 180 days from the last date of submission of bids mentioned in "Schedule of Events for Submission of Bids". The Corporation will make its best effort to complete the process within this period. However, if need arise the Corporation may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals. Under such circumstance, the Corporation shall not consider such proposal for further evaluation.

# 5.7 Pre-Qualification Eligibility Assessment

The Bidder needs to comply with all the eligibility criteria mentioned below. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the below given points for eligibility evaluation. Any credential detail not accompanied by required relevant proofs or documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. The bidders will be short-listed based on the fully matched eligibility criteria. The decision of the Corporation would be final and binding on all the Bidders. The Corporation may accept or reject an offer without assigning any reason what so ever.

S.No	Pre-qualification Eligibility criteria	Document to be provided
1	The Startup should be incorporated as a private limited company or registered as a partnership firm or a limited liability partnership having at least 3 years of operational experience in developing and maintaining website and mobile applications	Incorporation/ Registration
		Copy of PAN and GST Registration Certificate to be provided.
2	The bidder must not be under a declaration of ineligibility, banned, or blacklisted by the Central or State Government/PSU or any other Central/State Government institutions in India (during the last five years) for any reason as of the last date of submission of the bid, nor convicted of an economic offense in India for any reason as of the last date of submission of the bid.	Undertaking by the authorised signatory.
3	The bidder must have an active registration under Kerala Start Up Mission (KSUM)	KSUM registration certificate or equivalent proof
4	Bidder should have positive operating Profit in the last 2 financial years (FY 2023-24 and FY 2022-23).	The bidder must submit a certificate from Company

S.No	Pre-qualification Eligibility criteria	Document to be provided
		Secretary or a Chartered Accountant, specifying the Operating Profit.
5	The bidder must have at least 20 employees on its payroll as of the bid submission date, including at least one senior web developer, one senior mobile app developer(Flutter), one senior Chatbot developer, one senior UX designer, one senior QA Engineer and one senior System administrator.	Certificate from HR Head / Company Secretary.
6	The bidder must have experience in managing and maintaining at least two websites and two mobile applications for Government, Public Sector, or Private firms within the past year.	Copy of work order / agreement.
7	The bidder should not be involved in any litigation which threatens the solvency of the company.	Certificate from Statutory Auditor / Chartered Accountant &
		Self-declaration by the Bidder in letter head as per Annexure 7.

# **5.8 Demonstration for Bidder Evaluation**

Corporation shall call the bidders who cleared the eligibility criteria for formal presentation/ demonstration of the proposal. The proposal will be evaluated by a group of technically qualified people including technical consultants to assess the technical score. Rating of the proposal will be done by objectively verifiable parameters. During demonstration the areas where thrust is to be given by the bidder will be intimated by the Corporation. The functional and non-functional requirement attached as annexures to RFP shall be used as road map for identifying the thrust areas. The proposal will be rated based on the scoring obtained and the bidders will be short-listed.

# **5.9 QCBS**

The selection process shall be based on QCBS where technical and the commercial have the weightage of 70% and 30% respectively for arriving at the bidder with the highest (HI) evaluated bid score.

## 5.10 Technical Bid Evaluation

A maximum of 100 marks will be allocated for the technical criteria. The Bidder needs to achieve an overall cut-off score of 70 marks in this evaluation stage to be qualified for financial bid opening. The Corporation will assign marks for the technical evaluation based on the Technical Bid Marking criteria and the presentation made to the Corporation's technical evaluation committee and a team of executives from

Corporation. The Technical Score will be calculated based on the Technical Bid Marking Criteria. Respondents scoring a minimum of 70 marks in the technical bid shall be considered for financial bid opening. Corporation's committee will evaluate the criteria and will take a final call whether to accept or reject any credential. Corporation may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to. The Corporation's decision will be final and binding on the bidder. The technical bid evaluation criteria are given below:

## **Technical Bid Evaluation Criteria:**

Based on the details submitted by the Bidder in the Technical Bid, the Technical Evaluation of the eligible Bidder will be carried out as furnished below:

			_
S.No	Criteria	Max Marks	Documents for submission
	Features of the Websites/Mobile App developed for other customers	riarko	Judinission
1	at least 2 external websites/Mobile Apps with Chatbot and the demo of the user interfaces and the functionalities. 10 marks for each Website and Mobile App	20	Presentation
2	Demo of CMS developed for other customers: Features and Functionalities a. Administration Aspects (5 marks) b. Security aspects (5 marks) c.Performance aspects (5 marks) d. UI/UX (5 marks) e. Virtual assistant/Chatbot features (5 marks)	25	Presentation
3	Credentials of the Website/Mobile App maintenance team: a.Experience of senior UX designer(5 Marks) b.Experience of senior Web developer (5 Marks) c.Experience of senior Flutter developer (5 Marks) d.Experience of Chatbot Developer (5 Marks)	20	CV of team members *team members should be on the payrolls of the bidder *CV shall be signed by Individuals

4	Experience in Government/Public Sector: The bidder should have experience in the Government sector in the development and maintenance of websites: 2 State/Central Government Departments - 5 Marks 3 to 6 State/Central Government Departments - 10 Marks	10	Work Order and Service Level Agreement
5	Experience in Private Sector: The bidder should have experience in the private sector in the development and maintenance of websites: 2 Private firms - 5 Marks 3 to 6 Private firms - 10 Marks More than 6 Private firms - 15 Marks	15	Work Order and
6	Years of experience: 1. More than 5 years – 10 marks 2. Between 3 to 5 years – 5 marks	10	

Technical score is calculated as

TS = (Technical Mark obtained by the bidder / Highest Technical Mark amongst bidders) \* 100

The bidders who score 70 marks or above in the technical evaluation will be qualified and invited to participate in the further process.

# **5.11 Financial Bid Evaluation**

The bidders shall submit their price quotes in the BOQ format specified in the price bid, providing separate cost details for the AMC and revamp of the website and mobile app, as outlined in the Annexure-2. All the rates quoted in the financial bid should be excluding GST.

The financial bid consists of two components, each allocated 50 marks:

# 1. Weightage and Scoring

# Item 1: AMC (50 Marks)

- o The bidder offering the lowest price (L1) will receive the full 50 marks.
- Marks for other bidders will be calculated proportionally based on their quoted prices relative to L1.

Financial Score = (L1 Price / Bidder's Price) \*50

## Item 2: Revamping (50 Marks)

The bidder who ranks as L1 for the highest number of items out of the 15 items (8 related to the mobile app and 7 to the website) will be awarded the full 50 marks.

- Other bidders will be scored proportionally based on the number of items for which they are ranked as L1 out of the 15 items.
- The financial score is calculated using the formula:
   Financial Score = (L1 Total Price for all 15 items / Bidder's Total Price for all 15 items) × 50.

## 2. Total Financial Score

• Each bidder's total financial score is the sum of marks from **Item 1** and **Item 2** (out of 100).

# **5.12 Combined Technical & Financial Score (CTFS)**

70:30 weightages for Technical and Financial Score will be used to arrive the Combined Technical and Financial Score (CTFS).

## $CTFS = 0.7 \times TS + 0.3 \times FS$

Bidder with the highest score so obtained using the above method shall be declared as the successful bidder. In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared as the successful bidder.

## **5.13 Award of Contract**

The contract shall be awarded to and the order shall be placed with the selected Bidder. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The Corporation reserves the right to consider at its sole discretion the late acceptance of the order by selected bidder.

## 5.14 Service Level Agreement and Non-Disclosure Agreement

The selected Bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Corporation and b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within with in thirty (30) days of the award of the Contract or within such extended period, as may be specified by Corporation. The stamp duty / registration charges if any related to execution of the agreements shall be borne by the selected Bidder.

# 6. Payment Terms

The Bidder must accept the payment terms proposed by the Corporation. The financial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Corporation. Any deviation from the proposed payment terms would not be accepted. The Corporation shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Corporation. If any of the items / activities as mentioned in the price bid is not taken up by the

Corporation during the course of the assignment, the Corporation will not pay the fees quoted by the Bidder in the price bid against such activity/item.

Maintenance support charges shall be made at pro-rated rates on quarterly basis (at the end of each quarter) to the Vendor upon satisfactory services provided to KFC on support activities for Website/Mobile App maintenance during the period.

## 7. GENERAL TERMS AND CONDITIONS

# 7.1 Dispute Resolution

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, or modification, amendment, consolidation or re-enactment thereof. The disputes shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator, and the two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Corporation's Head Office at Thiruvananthapuram. The arbitral award shall be in writing, stating the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts in Thiruvananthapuram and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English. The laws applicable to this contract shall be the laws in force in India. The contract shall be governed by and interpreted in accordance with Indian law. The Successful Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Corporation or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. However, during such a contingency, the Corporation shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Bidder which may also be adjusted by the Corporation from the Performance Bank Guarantee, being treated as default so that the business of the Corporation is not disrupted.

## 7.2 Governing Law and Jurisdiction of Court

This RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of India and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Thiruvananthapuram shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

# 7.3 Legal Compliance

The successful Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Corporation that it complies with all Central, State, Municipal laws and local laws and rules and regulations in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their

obligations towards them and for all purposes of this RFP, including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti-Bribery Laws.

Further the successful Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/Legislations pertaining all the its officers/ staff/ personnel/ representatives/ agents deployed by them for the scope of work (stipulated in the RFP) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard & Rules/ Regulations/ Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable.

The successful Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project.

The successful Bidder shall indemnify, keep indemnified, hold harmless, defend and protect the Corporation and its officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

If at any time during the term of this agreement, the Corporation is informed or information comes to the Corporation's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Corporation shall be entitled to terminate this agreement with immediate effect.

# 7.4 Termination

The Corporation shall have the option to terminate this RFP any time or at any stage without giving notice. The Corporation also reserves the right to cancel the work/purchase order or terminate the SLA by giving 30 days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by the Corporation under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or any subsequent agreement and such breach is not cured within 10 days after the Corporation gives written notice.
- b) The selected bidder becomes bankrupt or insolvent or goes into liquidation, voluntarily or otherwise.
- c) The selected bidder is unable to pay its debts as they fall due, or is subject of an effective resolution of its winding up, or become the subject of a court order for its winding up.
- d) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.
- e) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

- f) The selected bidder fails to complete the assignment as per the time line prescribed in the Work Order/SLA and the extension, if any allowed.
- g) Unsatisfactory services, non-capable resources, non-initiation of services within 10 days of work order, delay in delivery/ commissioning of services.
- h) Deductions on account of penalty & liquidated damages exceed more than 10% of the total contract price.
- In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, the Corporation reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- j) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Corporation reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Corporation may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- k) The Corporation 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

Notwithstanding anything contained herein above, the Corporation shall have the right to terminate the Agreement without assigning any reason to the bidder without any consequences.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), the Corporation shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further provide all such assistance to the next successor bidder or any other entity as may be required and allow them to take over the obligations of the erstwhile Bidder in relation to the execution / continued execution of the scope of the Contract.

Nothing herein shall restrict the right of the Corporation to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the Corporation under law or otherwise.

# 7.5 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Corporation. The Corporation may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP

document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Corporation or any of its customers or suppliers without the prior written consent of the Corporation.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/ Service Level Agreement, and the

strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/ Agreement and only as permitted by Corporation;
- To only make copies as specifically authorized by the prior written consent of Corporation and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Corporation relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Corporation and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the Corporation and shall not be used/disclosed to anybody in any manner except with the written consent of the Corporation.
- The selected bidder shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Corporation. The Confidential Information will be safeguarded and the selected bidder will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

## 7.6 Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

- 1) The personnel to be employed by the successful Bidder for carrying out the works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the works;
- 2) The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Corporation.
- 3) The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
- 4) In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to Corporation and a replacement of equivalent qualification and experience should be deployed; and
- 5) Corporation shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by Corporation.

## 7.7 Substitution of Team Members

During the contract, the substitution of key staff identified for the project will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Corporation by providing other staff of the same level of qualifications and expertise. In such case name of any person changes during any stage of the project, the qualifications and experience of the new person should be equivalent to or higher than that provided in the response to the RFP which is acceptable to the Corporation.

If the Corporation is not satisfied with the substitution, the Corporation reserves the right to terminate the contract and recover whatever payments made by the Corporation to the Bidder during the course of this assignment besides claiming an amount, equal to 1% of the contract value per week as liquidated damages. The Corporation also reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Corporation) during the course of the contract. The Bidder will have to undertake that no such substitution would delay the project timelines.

## 7.8 Data Protection

Bidder will process Corporation's personal data on Corporation's behalf as part of the Services, and will comply with the Information Technology Act, 2000 and all applicable privacy and data protection provisions and applicable laws. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorised copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder.

## 7.9 Violation of Terms

The Corporation clarifies that the Corporation shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Corporation may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## 7.10 Escalation Matrix

The Bidder shall provide the contacts and an escalation matrix to log the complaints/ problems faced in the facility/ solutions provided to the Corporation. Escalation matrix should be updated and sent to Corporation as and when there is a change.

# **Profile of the Bidder**

(Proforma to be used in Pre-qualification bid submission)

Ref: RFP No. KFC/IT/E-Tender/03/2023-24 dated 24.01.2025

SL.No.	Particulars	Details
Α	Bidder Profile	
1	Name of the Firm/ Company	
2	Constitution	
3	Date & Year of establishment/ incorporation	
4	Address (order to be placed on which office) Registered office Corporate office	
5	Names and Designations of the persons authorized to make commitments to the Corporation	
6	Contact Details of Authorized Person Landline No Mobile No Email ID Website	
7	Sales turnover from IT related business for the last three years 2021-22 2022-23 2023-24	
8	PAN Number	
9	GST No.	
10	KSUM Registration Number	
11	Bank Details Name of the Bank Branch Address Type of Account Account Number RTGS/ NEFT / IFS Code	
12	Domestic Customer Base (Number of Organizations)	
13	Name of the major clients	

Date:
Place:

Seal & Signature of Authorized Signatory of the bidder

# **Financial Bid Format**

# Item 1: AMC

Annual Maintenance Cost(AMC)	Cost (Rs.)
AMC for Website	
AMC for Android & iOS Mobile App	
Total	

**Item 2: Revamping** 

te		
Category	Cost (Rs.)	Weightage *
Home Page Design/Update (Per Page)		
Inner Page Design/Update (Per Page)		
Content Management		
External System Integration ( per API)		
Chatbot		
Multilingual (English and Malayalam) support		
VAPT Support		
Other Items if any		
Other Items if any		
Other Items if any  App- both Andriod and IOS		
·	Cost (Rs.)	Weightage *
App- both Andriod and IOS	Cost (Rs.)	Weightage *
App- both Andriod and IOS Category	Cost (Rs.)	Weightage *
App- both Andriod and IOS Category Screen Design/Update	Cost (Rs.)	Weightage *
App- both Andriod and IOS  Category  Screen Design/Update  Backend functionality (Per Service)	Cost (Rs.)	Weightage *
App- both Andriod and IOS  Category  Screen Design/Update  Backend functionality (Per Service)  External System Integration ( per API)	Cost (Rs.)	Weightage *
App- both Andriod and IOS  Category  Screen Design/Update  Backend functionality (Per Service)  External System Integration (per API)  Push Notifications (Per Notification)	Cost (Rs.)	Weightage *
	Category  Home Page Design/Update (Per Page)  Inner Page Design/Update (Per Page)  Content Management  External System Integration ( per API)  Chatbot  Multilingual (English and Malayalam) support	Category Cost (Rs.)  Home Page Design/Update (Per Page)  Inner Page Design/Update (Per Page)  Content Management  External System Integration ( per API)  Chatbot  Multilingual (English and Malayalam) support

<sup>\*</sup> Please refer clause 5.11 for Financial Bid Evaluation Weightage

# **Checklist Submission**

Ref: RFP No. KFC/IT/E-Tender/03/2023-24 dated 24.01.2025

SL No	Name of Document	Bidder's Remark (Yes/No)
1	Checklist Submission	
2	Tender Offer Covering Letter	
3	Profile of the Bidder	
4	Pre-Qualification Compliance Sheet	
5	Supporting Documents as per Pre-Qualification Compliance Sheet including Annexure 5, 6 & 7	
6	Technical Qualification Compliance Sheet	
7	Supporting Documents as per Technical Qualification Compliance Sheet including	
8	Financial Bid	
9	Bid Undertaking Letter	
10	Experience Detail (Technical Evaluation)	
11	Experience Detail (Eligibility Criteria)	
12	Proposed Team Profile	
13	Turnover, P&L and Net Worth	
14	Kerala Startup Misssion Registration Certificate	
14	Undertaking for Non-Blacklisting / Non-Debarment of the Bidder	_

# Signature of the Bidder

(To be signed by the authorized person with seal and date)

[The bidder has to ensure that the above documents have been submitted as a part of the RFP submission process. Failure to provide any of the above documents could lead to the disqualification of the bidder from the bid.]