

**KERALA FINANCIAL CORPORATION
Vellayambalam, Thiruvananthapuram, Kerala**

**Request for Proposal (RFP)
for the Selection of
Project Manager (PM) and Subject Matter Expert (SME)
from NeGD Empaneled
Project Management Consultant (PMC) Firms
for Project/ Program Management and Advisory Services
in the Digital Transformation Project Implementation.**

**RFP Ref.No.KFC/IT/E-Tender/04/2024-25
Date : 24.03.2025**

**Last date for submission of proposals:
23.04.2025 up to 03:00 PM**

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

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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/04/2024-25
Description of Work	Project/ Program Management and Advisory Services in the Digital Transformation Project Implementation at Kerala Financial Corporation.
Tender Document Fee (Non-Refundable)	Rs.5,000/- + GST @ 18%
Earnest Money Deposit (EMD)	Rs.5,00,000/-
Performance Security Deposit	Successful Bidder has to produce Bank Guarantee worth 10% of the agreed contract value within thirty days of award of work.
RFP Issuance Date	24.03.2025
Last Date of Submission of Queries / Clarifications	05.04.2025 up to 05.00 PM
Date of Online Pre-bid Meeting	09.04.2025 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 05.04.2025. Details of Video Conference would be communicated to interested bidders separately.
Last Date for Submission of Bids	23.04.2025 up to 03.00 PM
Bid Opening Date	(Technical) 24.04.2025 at 04.00 PM (Financial) 24.04.2025 at 05.00 PM
Name & Details of the Contact Person	Shri. Adarsh R Deputy General Manager(IT), IT Department, Kerala Financial Corporation, Head Office, Vellayambalam, Thiruvananthapuram, Kerala - 695033 Ph: 04712737540 Mob:+919496030127 Email id:adarshr@kfc.org
Website from which RFP can be	https://www.etenders.kerala.gov.in

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 Selection of Project Manager (PM) and Subject Matter Expert (SME) from NeGD Empaneled Project management Consultant (PMC) Firms for Project/Program Management and Advisory Services in the Digital Transformation Project Implementation at Kerala Financial Corporation. The documents may be downloaded from the website <https://www.etenders.kerala.gov.in>.

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 10.04.2025. The bidder must submit their application complete in all respects as per instructions contained in the tender document on or before the closing date and time. The bidders are advised to keep visiting the website <https://www.etenders.kerala.gov.in> from 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.

The Chairman & 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.

SRIRAM VENKITARAMAN IAS

MANAGING DIRECTOR

Kerala Financial Corporation

Thiruvananthapuram

24-03-2025

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 21 Branch Offices across Kerala with its Head Quarters at Thiruvananthapuram and Zonal Offices at Kozhikode, Ernakulam & Kollam. The loan portfolio of the Corporation as on 31st March 2024 is Rs.7368.32 crore. The Corporation has set the target of increasing the portfolio size to Rs.10,000 crore in the next two years.

As on 31st March 2024, the Corporation's total share capital was Rs.726.50 crore. The Government of Kerala hold 99.01% of the total shareholding, Small Industries Development Bank of India (SIDBI) hold 0.98%, while the LIC, State Bank of India and others hold 0.01%.

The Net worth stands at Rs 1063.52 crore and CRAR is 25.52% as of March 2024. The operating profit has increased to Rs.107.89 crore as of March 2024 compared to Rs. 136.02 crore as of March 2023 and net profit increased to Rs.74.04 crore as of March 2024 from Rs.50.19 crore in March 2023.

Asset quality in terms of gross NPA as a percentage of loan portfolio outstanding is 2.88% as of March 2024 compared to 3.11% as of March 2023 and Net NPA was .68% as of March 2024 as compared to .74% as of March 2023.

Key Financial Parameters

Key Parameters	Rs in Lakh		
	2023-24	2022-23	2021-22
Portfolio Size	7,36,832.71	6,52,940.30	4,75,071.41
Sanctions	333,666.41	3,20,722.18	2,87,678.86
Disbursements	406,885.55	3,55,594.61	2,17,520.16
Recovery	390,110.42	2,33,241.69	2,43,046.80
Total Income	86,871.54	69,437.51	51,816.81
Net profit after tax	7,404.39	5,018.64	1,319.80
Net worth	1,06,352.78	92,570.25	69,402.63

Capital Adequacy Ratio %	25.52	25.58	22.41
Gross NPA as % of Gross Advances	2.88	3.11	3.27
Net NPA as % of Net Advances	0.68	0.74	1.28

1.2 Introduction to RFP Document

This Request for Proposal (RFP) document has been prepared exclusively to facilitate Kerala Financial Corporation (hereinafter referred to as the "Corporation") in appointing a Project Manager (PM) and Subject Matter Expert (SME) from NeGD Empaneled Project Management Consultant (PMC) Firms for Project /Program Management and Advisory Services in the Digital Transformation Project Implementation. The selected consultant firm will be responsible for appointing PM & SME on premises and overseeing the implementation of the Digital Transformation Initiative and ensuring the successful delivery of the project within the stipulated timeline of 15 months. 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

Corporation engaged an external consultant to conduct a Digital Transformation Study aimed at streamlining operations, reducing turnaround time, implementing automation, and optimizing business processes and to replace the existing ERP. Based on the study's recommendations, KFC has developed three RFPs for system implementation:

- **RFP 1:** Loan & Risk Management (LOS, LMS, CRM, Document Management, Field Visit App, Risk & Legal Systems).
- **RFP 2:** Enterprise Resource Planning (HRMS, Finance & Accounts).
- **RFP 3:** Digital Customer Interface (Mobile App, Customer Portal, Website).

These initiatives are designed to enhance operational efficiency, improve customer engagement, and ensure seamless digital integration.

To ensure the efficient selection of System Integrator (SI), Vendor, Services, Products, or Fintech partner, hereinafter referred to as "Service Provider" or "SP", through an open tender process and to support the effective and timely implementation of these RFPs and the corresponding functional requirements, KFC invites proposals from NeGD empanelled firms for Project Management Consultancy (PMC) and advisory services. These services must be provided as per **NeGD order F.N. N-22018/33/2022-NeGD dated 17.04.2024**. The selected PMC firm will be responsible for overseeing the entire project lifecycle, ensuring robust governance, seamless vendor coordination, and strategic alignment between business and technology objectives and ensuring the successful delivery of the project within the stipulated **timeline of 15 months** .

The PMC firm will oversee the project as specified below:

- Tendering of RFP 1, 2 & 3 and vendor onboarding.
- Manage different stages of the project through initiation, implementation, and successful completion, ensuring that all deliverables are met within the specified timelines, quality standards, and budget constraints.
- The PMC will act as the primary liaison between the vendor, KFC and the stakeholders, facilitating seamless communication and efficient issue resolution throughout the project.
- Appointment of two dedicated resources who are permanent employees of the PMC firm: a Project Manager(PM) and a Subject Matter Expert (SME), both of whom should be stationed at KFC's Head Office (Thiruvananthapuram, Kerala) until the project's completion.

Based on the study KFC has established comprehensive guidelines covering:

- Formation of the Project Steering Committee and Project Delivery Team across various verticals and conduct periodical meetings,
- Provision of Project Management Support,
- Definition of the overall project governance structure,
- Management of the Project Management Office (PMO) for coordination and implementation,
- Development of Program Management guidelines for vendor-driven activities,
- Regular progress reviews of the digital transformation plan with workstream leads, tracking implementation status, and sharing updates

with relevant stakeholders, and

- Preparation of project monitoring reports/ tools for effective project management and coordination with the Corporation's team.

The PMC firm is expected to adhere to these guidelines, propose any improvements or recommendations, and complete the implementation within 15 months from the date of onboarding the SIs/Vendors through the following phases.

- Phase 1: Pre-Implementation (Weeks 1-4)
- Phase 2: Implementation Execution (Months 2-13)
- Phase 3: Post-Implementation & Project Closure (Months 14-15)

The detailed project plan is attached as Annexure- I

3. Scope of Work

3.1 Project Management

The primary objective is to ensure the project is delivered on time, within budget, and meets the desired quality standards.

3.1.1 Project Management & Governance

Establishing a structured framework to ensure efficient project execution, alignment with organizational goals, and proactive risk management. The following points outline the key responsibilities and activities:

- **Establish a Project Management Office (PMO)** to ensure efficient operations. The PMO will serve as the central hub for overseeing all project activities, ensuring alignment with Corporation goals, and maintaining consistency in project execution. Develop standardized processes, templates, and tools for project planning, execution, and monitoring.
- **Develop and implement governance frameworks** with clear reporting structures and decision-making protocols. Define clear roles and responsibilities for all stakeholders, including System Integrators, team members, and other partners. Establish decision-making protocols to streamline approvals and resolve issues promptly. Create reporting structures to ensure information flows efficiently between teams and stakeholders. Develop escalation pathways for addressing risks, issues, and conflicts.
- **Track project progress and monitor key performance indicators (KPIs).** To ensure the project stays on track and deviations are identified early Regular tracking and monitoring required. Define KPIs to

measure project performance (e.g., timeline adherence, budget utilization, quality of deliverables). Implement project management tools (e.g., Gantt charts, dashboards) to visualize progress. Conduct periodic reviews to assess progress against the project plan. Generate progress reports for stakeholders, highlighting achievements, risks, and areas requiring attention.

- **Conduct risk assessments and implement mitigation strategies** to prevent delays. Proactively identifying and addressing risks minimizes the likelihood of delays, cost overruns, and quality issues. Perform a comprehensive risk assessment at the project's outset and update it regularly. Identify potential risks (e.g., resource constraints, technical challenges, external dependencies). Develop risk mitigation plans, including contingency measures. Assign risk owners to monitor and address specific risks throughout the project.
- **Provide regular project updates to KFC senior management and stakeholders.** Schedule regular update meetings with senior management and key stakeholders. Prepare concise and informative status reports, including progress, risks, and upcoming milestones. Use visual aids (e.g., charts, graphs) to present complex information clearly, address stakeholder concerns and incorporate feedback into project planning and execution.

3.1.2 Tender Management & Vendor Coordination

Focus on ensuring a structured, transparent, and efficient process for tender management and vendor coordination. The goal is to onboard the right Service Provider (SP), while facilitating timely project implementation. Key responsibilities and activities include as below, all decision-making/modifications should be finalized through discussion and approval by KFC.

- Review the three existing RFPs to ensure that all conditions are appropriate for onboarding the right vendor and facilitating timely project implementation. If any modifications are necessary for project goals and requirements, they should be discussed with and approved by KFC.
- Support the publication of RFPs and coordinate pre-bid meetings to address vendor queries and ensure clarity.
- Manage pre-bid activities, including drafting and issuing corrigenda (if required) to address any changes or clarifications in the RFP.
- Evaluate vendor eligibility based on predefined criteria to ensure compliance with project requirements and shortlist candidates based on the qualifications, compliance with predefined criteria.

- Organize and facilitate solution demonstrations by shortlisted vendors and evaluate their capabilities.
- Conduct technical assessments, assign scores, and determine vendor rankings based on their performance and alignment with project needs.
- Supervise both technical and commercial evaluations to finalize vendor rankings and select the most suitable vendor. Oversee commercial evaluations, ensuring a transparent and fair selection process.
- Negotiate contract terms and finalize agreements with selected vendors.
- Oversee vendor onboarding to ensure smooth project execution.
- Revise RFPs as needed, ensuring clear scope, eligibility criteria, evaluation methods, payment terms, and SLAs in alignment with IT strategy and regulatory requirements.
- Conduct workshops with Corporation officials to finalize critical decision points.
- Support RFP publication, coordinate pre-bid meetings, and address vendor queries.
- Supervise technical and commercial evaluations to ensure objective selection.
- Facilitate discussions between vendors and KFC to finalize contract terms.
- Develop detailed tender documentation, including evaluation criteria and selection frameworks, for addressing the new requirements that may arise during the project duration.
- Assist in the RFP process, from publication to proposal evaluation and vendor selection.
- Ensure vendors comply with project timelines, quality benchmarks, and contractual obligations.
- Manage vendor-related escalations, resolve issues, and oversee performance reviews to ensure adherence to project goals and contractual obligations.
- Ensure all activities are aligned with the strategic objectives of the project, facilitating timely and effective implementation

3.1.3 Project Planning & Governance

Ensuring that the project is executed in alignment with functional requirements, predefined timelines, and stakeholder expectations. The following points outline the key responsibilities and activities:

- Oversee project execution in alignment with functional requirements outlined in the three RFPs.
- Ensure all project activities adhere to the scope, objectives, and

deliverables defined in the RFPs.

- Develop a comprehensive project charter and roadmap in collaboration with key stakeholders in line with the already finalized timelines of KFC.
- Define clear milestones to track progress and ensure timely completion of project phases.
- Assign ownership responsibilities for each milestone to ensure accountability among team members and stakeholders.
- Establish success metrics to evaluate the achievement of project objectives which includes Adherence to timelines, Quality of deliverables, Budget compliance and Stakeholder satisfaction.
- Ensure the seamless integration and effective implementation of all essential and distinctive functionalities from existing business processes into the new system, preserving operational continuity and efficiency

3.1.4 Dependency & Risk Management

Identifying, documenting, and mitigating risks and interdependencies to ensure smooth project execution. The following points outline the key responsibilities and activities:

- Identify and document interdependencies across departments.
- Anticipate risks, gaps, and potential roadblocks, ensuring transparency and alignment.
- Conduct regular risk assessments to update the risk register and address emerging challenges.
- Develop and implement risk mitigation strategies to address identified risks and minimize their impact on the project. Assign risk owners to monitor and manage specific risks, ensuring timely resolution. Establish contingency plans for high-priority risks to ensure project continuity.
- Implement a system-based risk and issue tracking mechanism to log, monitor, and resolve risks and issues efficiently.
- Use tools or software to create a centralized repository for tracking risks, issues, and mitigation actions.
- Ensure the tracking mechanism provides real-time visibility into the status of risks and issues for all stakeholders.
- Regularly update the risk and issue logs and share progress with the project team and stakeholders.

3.1.5 Stakeholder Coordination & Communication

Ensuring effective collaboration, transparency, and timely decision-making among all stakeholders. The following points outline the key responsibilities and activities:

- Ensure all stakeholders are aligned with the established governance frameworks, tools, and escalation protocols.
- Provide training or guidance to stakeholders on the use of governance tools and processes to ensure consistency and compliance.
- Maintain a centralized repository for governance documents, tools, and protocols for easy access by all stakeholders.
- Set up a governance process for the approval and sign-off of deliverables by all relevant stakeholders.
- Define clear roles and responsibilities for stakeholders in the review and approval process.
- Establish a timeline and workflow for deliverable submissions, reviews, and approvals to avoid delays.
- Ensure all deliverables meet the predefined quality standards and project requirements before sign-off.
- Facilitate regular updates to stakeholders on project progress, risks, and change requests to maintain transparency.
- Schedule periodic update meetings or reports to communicate:
 - Progress against milestones
 - Identified risks and mitigation plans
 - Change requests and their impact on the project
- Use visual aids (e.g., dashboards, charts) to present complex information clearly and effectively.
- Address stakeholder concerns and incorporate feedback into project planning and execution.
- Define clear escalation matrices to ensure timely resolution of issues and conflicts.
- Establish escalation pathways for different types of issues (e.g., technical, operational, or governance-related).
- Assign escalation owners at each level to ensure accountability and prompt action.
- Communicate the escalation process to all stakeholders to ensure clarity and adherence.

3.1.6 Monitoring & Performance Tracking

Ensuring effective oversight of project implementation, adherence to Service Level Agreements (SLAs), budget compliance, and cost management. The following points outline the key responsibilities and activities:

- Develop customized tracking templates to monitor project implementation across all phases.
- Ensure the templates capture key metrics such as:

- Progress against milestones
 - Task completion status
 - Resource utilization
 - Risk and issue logs
- Use these templates to provide a standardized approach to monitoring and reporting.
 - Monitor SLA compliance to ensure vendors and stakeholders meet agreed-upon service levels.
 - Assess potential delays by tracking progress against the project timeline and identifying bottlenecks.
 - Implement corrective actions to address delays and ensure the project stays on track.
 - Maintain a log of SLA deviations and corrective measures taken for future reference.
 - Track budget utilization against planned costs to ensure financial accountability.
 - Compare actual expenditures with the approved budget and identify any variances.
 - Provide regular updates on budget status to stakeholders, highlighting areas of concern or overspending.
 - Implement measures to control costs and avoid budget overruns.
 - Implement cost management practices to ensure the project remains within the approved budget.
 - Conduct regular cost reviews to identify areas for optimization and cost-saving opportunities.
 - Monitor and control expenses related to resources, materials, and vendor contracts.
 - Ensure all financial transactions are documented and aligned with organizational policies.
 - Enforcing and determining penalties for SLA breaches from the vendors in accordance with the agreed contractual term

3.1.7 Implementation Acceleration & Best Practices

Focus on leveraging industry-leading methodologies and structured knowledge transfer to ensure efficient, sustainable, and risk-mitigated project execution. The following points outline the key responsibilities and activities:

- Apply industry-leading methodologies (e.g., Agile, Waterfall, Hybrid, or DevOps) to expedite project execution while minimizing risks.
- Use proven frameworks and tools to streamline processes, improve efficiency, and ensure high-quality deliverables.
- Implement risk mitigation strategies as part of the methodology to

proactively address potential challenges.

- Regularly review and adapt methodologies to align with project requirements and stakeholder expectations.
- Develop and implement structured knowledge transfer plans to ensure seamless handover of project deliverables and responsibilities.
- Identify key knowledge areas and stakeholders involved in the transfer process.
- Ensure training sessions, workshops, and documentation reviews to facilitate effective knowledge sharing.
- Create transition plans to ensure sustainability post-project completion, including:
 - Handover of documentation and tools
 - Establishment of support mechanisms for ongoing operations
 - Ensure knowledge transfer and transition plans are aligned with organizational goals and long-term sustainability objectives.

3.1.8 Documentation & Compliance

Focus on ensuring that all project-related documentation is comprehensive, accurate, and aligned with organizational and regulatory standards. The following points outline the key responsibilities and activities:

- Review and maintain all project documentation to ensure it is up-to-date, accurate, and accessible.
- Key documents to be reviewed and maintained include:
 - Manuals and Guidelines: User manuals, operational guidelines, and training materials.
 - Software Requirement Specification (SRS): Detailed documentation of functional and non-functional requirements.
 - Technical Design Specification (TDS): Comprehensive design documents outlining system architecture, components, and workflows.
 - API Documentation: Detailed descriptions of APIs, including endpoints, parameters, and usage examples.
 - Security Policies: Documentation of security protocols, access controls, and compliance measures.
- Ensure all documentation adheres to organizational standards and regulatory requirements.
- Ensure proper documentation of the following:
 - System Design: Detailed documentation of system architecture, modules, interfaces, and dependencies.
 - Processes: Step-by-step documentation of workflows, business processes, and operational procedures.
 - Data Migration Policies: Documentation of data migration

strategies, including data mapping, validation, and reconciliation processes.

- Maintain version control for all documents to track changes and updates.
- Ensure documentation is stored in a centralized repository for easy access and reference by stakeholders.

3.1.9 Future IT Interventions & Advisory

- Focus on providing strategic support and advisory services to ensure the successful planning and execution of upcoming IT projects. The following points outline the key responsibilities and activities:
- Provide expert support in drafting Request for Proposals (RFPs) for future IT projects.
- Ensure RFPs are comprehensive and include:
 - Clear project objectives and scope
 - Detailed functional and technical requirements
 - Evaluation criteria and selection processes
 - Timelines, deliverables, and milestones
 - Budgetary guidelines and payment terms
- Collaborate with stakeholders to align RFP content with organizational goals and IT strategy.
- Review and refine RFPs to ensure clarity, completeness, and competitiveness.
- Offer advisory services to support the planning, design, and implementation of additional IT initiatives.
- Provide recommendations on:
 - Emerging technologies and trends
 - Best practices for IT project management and execution
 - Risk mitigation strategies and compliance requirements
- Assist in evaluating vendor proposals and selecting the most suitable partners for IT initiatives.
- Support stakeholders in making informed decisions by providing insights and analysis on IT-related matters.

3.1.10 Senior Management Reporting

- Focus on ensuring clear, concise, and actionable communication with KFC's senior executives. The following points outline the key responsibilities and activities:
- Prepare and present regular project updates to senior executives of KFC, ensuring transparency and alignment with organizational goals.

- Include the following in the updates:
 - Progress against milestones and deliverables
 - Key achievements and challenges
 - Risks and mitigation strategies
 - Budget utilization and financial status
 - Upcoming milestones and critical decision points
- Use visual aids (e.g., dashboards, charts, and graphs) to present complex information in a clear and concise manner.
- Tailor the presentation to address the specific interests and concerns of senior management.
- Identify challenges that may impact project timelines, budget, or quality, and escalate them to senior management promptly.
- Provide actionable solutions to address these challenges, ensuring they are practical and aligned with project objectives.
- Define timelines for implementing proposed solutions and track their effectiveness.
- Maintain a log of challenges and resolutions for future reference and continuous improvement.

3.2 Business & Technology Alignment

Focus on ensuring that the project aligns with KFC's business processes, technological infrastructure, and organizational goals. The following points outline the key responsibilities and activities:

3.2.1. Business Process Alignment & Implementation Review:

- Collaborate with KFC stakeholders to ensure project goals are aligned with organizational processes and strategic objectives.
- Conduct periodic implementation reviews to assess adherence to project goals and identify areas for improvement.
- Recommend process optimizations to enhance operational efficiency and align with business needs.
- Ensure that all project deliverables support KFC's long-term business objectives.

3.2.2. Data Migration & System Integration:

- Assess the existing data infrastructure and define clear data migration requirements.
- Develop a structured data migration strategy to ensure minimal disruption to operations during the transition.
- Oversee the seamless integration of new systems with KFC's existing IT infrastructure.
- Recommend best practices for system performance optimization, including data integrity, security, and scalability.

3.2.3. Technology Support & Infrastructure Management:

- Define technical requirements and oversee the development of IT infrastructure to support project goals.
- Ensure systems are scalable, secure, and compliant with industry standards and regulatory requirements.
- Establish Enterprise Architecture principles to align IT strategy with business objectives, ensuring agility and long-term sustainability.
- Design and implement Solution Architecture frameworks to optimize system performance, interoperability, and maintainability.
- Provide expertise on:
 - Cloud solutions for flexibility, cost-efficiency, and high availability.
 - Database management for optimal performance, data integrity, and scalability.
 - Cybersecurity to protect sensitive data and systems through robust access controls, encryption, and compliance adherence.
 - API architecture to enable modular, reusable, and seamless integration between systems.
 - DevOps and automation to enhance deployment efficiency, monitoring, and continuous integration/continuous deployment (CI/CD).
- Facilitate the integration of KFC's IT ecosystem with external applications, third-party systems, and emerging technologies.
- Establish governance models to standardize IT processes, technology selection, and infrastructure decisions in line with business growth and digital transformation.
- Develop a vendor-agnostic architecture that ensures seamless integration with multiple vendors and third-party service providers.
- Define standardized APIs, middleware, and integration frameworks to facilitate interoperability between diverse systems (e.g., core banking, loan management, payment gateways, and external systems).
- Ensure data consistency, security, and governance across multi-vendor ecosystems, enabling smooth data exchange and operational efficiency.
- Implement enterprise service buses (ESB) or API gateways to manage system communication efficiently and enforce security policies.
- Establish compliance frameworks to ensure third-party systems adhere to industry regulations and KFC's IT policies.
- Optimize multi-cloud and hybrid cloud strategies to provide vendor flexibility while maintaining business continuity and disaster recovery capabilities.

3.2.4. Training & Change Management:

- Develop a structured training roadmap to educate employees on new systems, tools, and workflows.

- Conduct hands-on workshops to improve user adoption and proficiency.
- Ensure knowledge transfer through comprehensive documentation and training materials for long-term sustainability.
- Implement change management strategies to facilitate a smooth transition for all stakeholders, including:
 - Communication plans to keep stakeholders informed.
 - Feedback mechanisms to address concerns and improve adoption.
 - Support systems to assist users during the transition phase.

3.3 Ensuring implementation of the Requirements in the RFPs and Functional Requirement Documents

3.3.1 RFP 1: Core Functions (CRM/LOS/LMS/FIA/DMS/ADV)

- **Pre-Implementation Phase:** RFP issuance, pre-bid meeting, technical and commercial evaluation, vendor finalization, and onboarding.
- **Implementation Phase:**
 - Planning & Setup: Project kick-off, BRD & SRS finalization, cloud infrastructure setup.
 - Customization: LOS, LMS, CRM, FIA, DMS, and Aadhaar Data Vault (ADV).
 - System Integration: LOS/LMS, CRM/FIA/DMS/ADV.
 - Testing & UAT: Comprehensive testing and user acceptance for all modules.
 - Training: Conducted for LOS/LMS and CRM/FIA/DMS/ADV.
 - Deployment: Disaster recovery setup and system go-live.
- **Post implementation & Project closure Phase**
 - (The details are listed below)

3.3.2 RFP 2: Support Functions (GL/HRMS)

- **Pre-Implementation Phase:** Standard procurement steps, including vendor selection.
- **Implementation Phase:**
 - Planning & Setup: BRD & SRS sign-off, cloud alignment.
 - Customization: General Ledger (GL) and HRMS.
 - System Integration: GL/LMS and HRMS with Other Systems.
 - Testing & UAT: Validation of GL and HRMS functionalities.
 - Training & Deployment: User training and go-live for GL & HRMS.
- **Post implementation & Project closure Phase**
 - (The details are listed below)

3.3.3 RFP 3: Digital Customer Interface (Website, Mobile App, Internet Banking)

- **Pre-Implementation Phase:** Standard procurement process.
- **Implementation Phase:**
 - Planning & Setup: BRD & SRS finalization, cloud alignment.
 - Customization: Website, mobile app, and internet banking.
 - System Integration: Across all digital platforms.
 - Data Migration: Transfer of mobile banking user data.
 - Testing & UAT: Comprehensive testing for all platforms.
 - Training & Deployment: Training sessions followed by system go-live.
- **Post implementation & Project closure Phase**
 - (The details are listed below)

3.3.4 Post-Implementation & Project closure Phase

- Ensure the sustainability, performance, and continuous improvement of the implemented systems. This phase focuses on monitoring, support, and optimization to ensure the systems meet business objectives and deliver long-term value. Below are the key activities and objectives for this phase:
 - System Monitoring & Performance Tracking
 - User Support & Helpdesk
 - System Maintenance & Updates
 - Training & Knowledge Reinforcement
 - Compliance & Security Audits
 - Stakeholder Reporting & Communication

3.4. Deliverables & Timelines

3.4.1 Phase 1: Pre-Implementation (Week 1-4)

- Inception Report
- Stakeholder Engagement Plan
- Risk Assessment & Mitigation Plan
- Issuance of RFPs and vendor on boarding
- Detailed Project Plan

3.4.2 Phase 2: Implementation Execution (Month 2-13)

- BRD and SRS sign-off
- Cloud infrastructure setup
- Standard package implementation and customizations
- System integrations
- Data migration assessment and execution
- Testing and UAT

- Training sessions for end-users and IT teams
- Disaster Recovery (DC/DR) setup
- Go-live planning and execution for each module

3.4.3 Phase 3: Post-Implementation & Project Closure (Month 14-15)

- Final Project Review Report
- Handover Documentation
- Post-Implementation Support Plan
- Compliance & Security Audit Report
- Continuous Improvement & Optimization guidelines

3.5 Governance Structure

The governance structure shall ensure effective oversight, coordination, and execution of the project. It should cover the key roles, responsibilities, and accountability mechanisms to ensure alignment with KFC's objectives and seamless project delivery. Below are the details of the governance structure:

- Ensure clear accountability and ownership of project activities through defined roles.
- Maintain effective communication and coordination between KFC, vendors, and stakeholders.
- Provide on-site expertise to address challenges and ensure alignment with business objectives.
- Ensure continuity of resources through a robust replacement policy.

3.5.1 Key Roles

a) Project Manager (PM)

Roles & Responsibilities:

- Oversee tender management, vendor coordination, and PMO activities to ensure seamless execution.
- Ensure project governance, risk management, and timeline adherence using Agile/Waterfall methodologies.
- Act as the primary liaison between KFC and vendors, ensuring clear communication and contract adherence.
- Monitor project progress, resolve issues, and escalate critical risks to senior management.
- Drive system integration across multiple vendors, aligning business and technical requirements.
- Other roles and responsibilities relevant to PM mentioned in this RFP document

Technical Skills:

- Project Management Tools: MS Project, JIRA etc.

- Methodologies: Agile, Scrum, Kanban, PRINCE2/SAFe®.
- Enterprise & Solution Architecture: API integration, cloud (AWS/Azure/GCP), middleware, microservices, ESB.
- Vendor & Risk Management: RFP/RFQ handling, SLAs, cybersecurity, data compliance
- Cloud & DevOps: Hybrid/multi-cloud, CI/CD, DevOps, Docker/Kubernetes.
- Database & Data Governance: SQL/NoSQL, data migration, master data management.

Location Requirement:

- Fully stationed at KFC's head office in Thiruvananthapuram.
- Required to be physically present until the project's completion.

b) Subject Matter Expert (SME)**Roles & Responsibilities:**

- Ensure business process alignment and monitor implementation to meet business objectives.
- Oversee data migration assessment and validate User Acceptance Testing (UAT).
- Facilitate a smooth transition of processes and systems, ensuring compliance with business requirements.
- Collaborate with stakeholders to identify process improvements and resolve challenges.
- Provide clear and actionable responses/solutions to queries from stakeholders, including SI/Vendors, Fintech partners, and KFC's business team.
- Translate business requirements into technology solutions aligned with enterprise strategy.
- Stay updated on current and emerging technologies to meet organizational needs.
- Select scalable, flexible, and interoperable systems that integrate across business units.
- Design seamless architecture for system integration (ERP, LOS,LMS,HRMS etc.).
- Ensure compliance with relevant regulations in architecture.
- Implement security controls to protect sensitive data and systems.
- Establish a robust governance framework to manage architecture decisions.
- Analyse current and future demand for infrastructure and project growth.
- Plan capacity (storage, compute, network) to meet future demands.
- Balance performance and reliability with budget constraints.
- Provide regular updates to stakeholders on architecture and

infrastructure progress.

- Other roles and responsibilities relevant to SME mentioned in this RFP document

Location Requirement:

- Fully stationed at KFC's head office in Thiruvananthapuram.
- Required to be physically present until the project's completion.

3.5.2 Resource Replacement Policy

- If a deployed resource (PM or SME) resigns, continuously absent or is found unsuitable, the PMC firm must provide a replacement within 5 days.
- The replacement must meet the same qualifications and experience requirements as the original resource and must be vetted by KFC Steering Committee.
- No additional financial burden will be placed on KFC for the replacement.

3.5.3 Meeting Cadence

To ensure effective project oversight, timely issue resolution, and alignment with project goals, a structured meeting cadence will be established. This includes daily, weekly, and monthly meetings with specific objectives and participants.

a) Daily Stand-Up Meetings

- Provide a quick update on progress, identify blockers, and align on daily tasks.
- Progress update since the last stand-up.
- Key tasks for the day.
- Identification of blockers or challenges.

b) Weekly Status Reports

- Review overall project progress, address risks, and ensure alignment with weekly goals.
- Progress against weekly milestones.
- Risk and issue updates.
- Action items for the upcoming week.
- Weekly status report shared with all stakeholders.

c) Monthly Steering Committee Reviews

- Provide a high-level overview of project status, review key decisions, and ensure alignment with strategic objectives.

- Progress against project milestones and timelines.
- Key risks, issues, and mitigation plans.
- Budget utilization and financial status.
- Strategic decisions and approvals.
- Monthly project review report.
- Decision log and action items.

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 (<https://www.etenders.kerala.gov.in>). 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 <https://www.etenders.kerala.gov.in>.

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 www.cca.gov.in. Once, the DSC is obtained, bidders have to register on <https://www.etenders.kerala.gov.in> 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 <https://www.etenders.kerala.gov.in>.

ii) Publishing of Corrigendum: Corrigendum (if any) shall be published on <https://www.etenders.kerala.gov.in> 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 <https://www.etenders.kerala.gov.in>. All documents in support of bid (Pre-qualifications, 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 by the Purchase Committee of KFC. 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' by the Purchase Committee of KFC.

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.
- Note: 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 Tender Document Fees and Earnest Money Deposit (EMD):

- The Bidder shall pay, tender document fee of Rs.5,000/- plus GST @ 18% and EMD of Rs.5,00,000/-(Rupees Five Lakh only).The tender document fee is non-refundable. The EMD is required to protect the Corporation against the risk of Bidder's conduct, which would warrant

the forfeiture of security.

- In case of unsuccessful bidder, the EMD shall be returned within a period of 30 days after the conclusion of the bid upon submitting the request for refund. No interest will be payable on EMD amount.
- The EMD will be returned to the successful bidder upon submission of Performance Security Deposit (Performance Bank Guarantee) and no interest will be payable on EMD amount.
- Online Payment modes: The tender document fee and EMD can be paid through the e-Payment facility provided by the e-Procurement system.
- Any transaction charges levied while using any of the modes of online payment have to be borne by the bidder. The bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

4.5 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 Pre-qualification, Technical bid and financial bid online on <https://www.etenders.kerala.gov.in> 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 it@kfc.org (Subject of the email should be "RFP No. KFC/IT/E-Tender/04/2024-25 dated 17.03.2025"). 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 it@kfc.org along with details including name, organization, designation, mobile number, email id, etc. with subject as "RFP No. KFC/IT/E-Tender/04/2024-25 dated 17.03.2025". Details of Video conference will be communicated separately through email. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification 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, after exercising its discretion, exclusively through the issue of an Addendum/Corrigendum published in 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 the eligibility criteria mentioned below. Non-compliance to the criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for the below given point for eligibility evaluation. Any credential detail not accompanied by required relevant proofs or documents will not be considered for evaluation. The credential letter should be appropriately bound, labelled and segregated in the respective areas. 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 agency must be an NeGD Empanelled firm, as per NeGD order F.N. N-22018/33/2022-NeGD dated 17.04.2024	Certificate of NeGD Empanelment.

5.8 Bid Submission: Two-Cover Bid System with Mandatory Technical Criteria and Financial Bid

5.8.1. Submission of Bids

Bidders are required to submit two separate bids:

- **Technical Bid:** Includes documents demonstrating compliance with all mandatory technical criteria.
- **Financial Bid:** Contains the bidder's price quotation.

5.8.2. Technical Bid Evaluation

- The technical bids are opened first and assessed based on predefined eligibility criteria by the Purchase Committee of KFC.
- Only bidders who fully meet the mandatory technical requirements proceed to the financial bid stage.
- Bidders failing to meet these technical criteria will have their financial

bids disqualified and not opened.

5.8.3. Financial Bid Evaluation

- Financial bids are opened **only for technically qualified bidders** by the Purchase Committee of KFC.
- The contract is typically awarded to the **lowest evaluated bidder (L1)**, provided they meet all other necessary conditions.

5.8.3 Technical Bid Evaluation Criteria:

S. No.	Evaluation Criteria	Project Manager - Mandatory Requirement	Subject Matter Expert (SME) - Mandatory Requirement	Evidence (All documents are mandatory)
1	Experience & Credentials	A minimum of 10 years of project management experience , having successfully led at least three large-scale ERP implementation projects for financial institutions (Banks/NBFCs/SFCs), with an emphasis on modernizing financial systems, including lending, credit risk management, compliance, and integration across core functions.	Minimum of 10 years of experience in the banking/finance industry with extensive expertise in leading financial system modernization projects in Banks/NBFCs/SFCs. This includes HRMS, accounting, general ledger (GL), and other financial and non-financial systems, with a strong focus on lending, credit risk management, and compliance. The candidate should also be highly proficient in addressing queries from the implementation team.	1.Work orders. 2.Completion certificates. 3.Client references. 4.Project case studies. 5.Proof on the proposed PM & SME involvement in these projects.
2	Project Execution & Implementation Expertise	Must have led at least 3 large-scale system modernization , legacy migration, and business process reengineering projects, ensuring seamless transition and integration.	Must have led at least 3 projects involving financial process optimization , loan origination, and credit risk management, aligned with regulatory compliance.	1.Project reports. 2.Process documentation. 3.Client testimonials. 4.Proof on the proposed PM & SME involvement in these projects
3	Multi-Vendor or Implementation Management	Must have experience managing multi-vendor ecosystems involving at least three solution providers , including those for core systems, loan origination and management s	Must have played a key role in coordinating multi-vendor implementations for at least three projects , ensuring the seamless integration of core financial	1.Vendor coordination reports. 2.Multi-vendor project case studies. 3. Client testimonials. 4.System integration documentation. 5.Proof on the prop

		systems, accounting, HRMS and payroll, and system integration	l platforms (e.g., loan management, risk assessment, underwriting) with regulatory frameworks (e.g., RBI compliance, KYC, AML) within an NBFC/SFC environment. Must also have strong expertise in business/domain/technical-, Enterprise architecture specific requirements such as financial product structuring, process optimization in lending, credit risk management, and compliance reporting. Additionally, should be highly proficient in addressing complex business and technical queries from the implementation team and stakeholders throughout the project lifecycle.	osed PM & SME involvement in these projects
	4 Certifications & Qualifications	Mandatory: PMP or PRINCE2 or SAFe certification with a B.Tech, BE, MCA, or MBA (IT) degree from a reputed university.	Any bachelor's or master's degree from a reputed university with a CAIIB certificate issued by IIBF. Certification from at least one recognized cloud provider, such as AWS, Azure, GCP, or Oracle, is required	1. Resumes & Certifications. 2. Work experience letters. 3. Project-specific experience documentation
	5 On-Premises to Cloud Migration	Must have successfully led at least one on-premises to cloud migration projects, ensuring scalability, security, and compliance.	Must have contributed to at least one financial system cloud migrations, ensuring regulatory compliance and risk mitigation.	1. Cloud migration case studies 2. Project completion certificates 3. Proof on the proposed PM & SME involvement in these projects

5.9 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.

5.10 Performance Bank Guarantee (PG)

The selected PMC firm shall furnish an unconditional and irrevocable Performance Bank Guarantee (PG) equivalent to 10% of the Total Contract Value (TCV) within 15 days of signing the contract. The PBG shall remain valid for the entire duration of the contract plus an additional 6 months as a claim period.

5.10.1 Total Contract Value (TCV) Determination:

The Total Contract Value (TCV) shall be derived based on the quoted financial bid submitted by the selected PMC firm. The contract value will be determined based on the total approved monthly cost for the resources (Project Manager & Subject Matter Expert) multiplied by the contract duration of 15 months, along with applicable taxes.

5.10.2 PG Amount and Validity

The Performance Bank Guarantee shall be 10% of the TCV, as finalized in the contract agreement. The PG must remain valid for the entire contract duration plus 6 months beyond project completion for any claims.

5.10.3 Encashment/invoking of PG

KFC shall have the right to invoke the Performance Bank Guarantee in case of:

- Non-compliance with contract terms.
- Substandard performance or failure to provide resources as per agreed terms.
- Breach of contractual obligations by the PMC firm.
- Consistently fails to meet deliverables
- Fails to provide adequate resources
- Incurs delays that materially impact the project's progress and timeline

5.10.4 PG Release

The PG shall be released after successful project completion and settlement of all obligations, subject to KFC's approval.

5.11 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 payment terms for the engagement of the PMC firm is structured to ensure timely and performance-based disbursement while maintaining financial discipline. The terms are as follows:

6.1 Payment Structure

- Release of payment shall be linked to the satisfactory completion of each milestone for the implementation of RFP 1, 2 & 3 subject to the submission of invoices..
- The PMC firm shall submit an invoice along with an attendance, schedule completion report and performance certification from the designated KFC Steering Committee.
- No advance payment shall be made.

6.2 Payment Milestones

Payment	Payment Terms	Conditions
Resource Deployment Fee	100% of the agreed monthly fee based on the completion of a milestone	Upon submission of invoice, attendance report, schedule completion report and performance certification by KFC Steering Committee.
Performance Bank Guarantee (PBG) Release	Full release at the end of the six-month post-go-live support period, starting from the date of successful project completion	Subject to successful completion of the project and compliance with all terms.

6.3 Payment Processing Timeline

- Invoices shall be processed within 30 days of submission, provided all necessary approvals and certifications are in place.
- Any discrepancies in the invoice must be resolved within 7 working days of intimation from KFC.

6.4 Penalty and Deductions

- This clause is designed to ensure the timely and efficient implementation of the software project by the Service Provider (SP) for KFC, managed by the PMC firm.

- The clause outlines the penalties and deductions imposed on the PMC firm based on clause 6.5 to 6.12 for delays, non-performance, or failure to meet agreed-upon milestones and deliverables during the implementation of the software project.
- The PMC firm is solely responsible for the successful implementation of the project and acts as the mediator between KFC and SP.
- The PMC firm may suggest penalty clause on the SP, as part of the RFP, in consultation with KFC.

6.5 Deductions for Non-Performance or Absence of Resources

6.5.1 Attendance Compliance

- The Project Manager (PM) and Subject Matter Expert (SME) must log their attendance through KFC's biometric system, adhering to KFC's official working hours and Calendar.
- Non-compliance will be considered a breach of contract.

6.5.2 Unapproved Absence

- In the event of unapproved absence, deductions will be made on a pro-rata basis for the duration of the absence.
- The daily rate of the respective resource(s) will be deducted from each bill payment.

6.5.3 Replacement Resource Requirement

- If a deployed resource is absent for more than one week without an approved replacement, an additional penalty of 1.5 times the daily rate per resource will be imposed for each day of absence until the resource is replaced as per the Resource Replacement Policy (3.5.2).

6.5.4 Frequent Absenteeism

- If a deployed resource is absent for more than two weeks within any calendar month without an acceptable replacement, KFC reserves the right to impose a further penalty of up to 10% of the monthly contract value of that month, based on the severity and impact of the absence identified by the Steering Committee of KFC.
- KFC may also terminate the contract and assign the work to another empaneled agency, at its discretion, without notice to the PMC firm.

6.6 Penalties for Delays in Project Milestones

6.6.1 Failure to Meet Milestones

- If the PMC firm fails to achieve project milestones by the agreed-upon dates, a penalty of 5% of the monthly contract value will be deducted

for each week of delay, subject to a maximum penalty of 20% of the Total Contract Value amount for each delayed milestone.

6.6.2 Extended Delays

- If delays extend beyond 30 calendar days from the stipulated milestone date, KFC reserves the right to:
 - Withhold further payments until the issue is resolved.
 - Terminate the contract at the risk and cost of the PMC firm.
 - Invoke the Performance Bank Guarantee (PBG) for any outstanding liabilities.
 - Assign the work to another empaneled agency at the cost of the terminated PMC firm.

6.7 Failure to Meet Service Levels and Quality Standards

6.7.1 Quality Benchmark Non-Compliance

- If the PMC firm's deliverables fail to meet the agreed-upon quality standards or performance metrics, a penalty of Rs. 10,000 per instance will be levied for each non-compliant deliverable.

6.7.2 Failure to Submit Reports or Documentation

- If the PMC firm fails to submit timely or accurate reports, documentation, or stakeholder updates as per the contract, a penalty of Rs. 10,000 per instance will apply for delayed or non-submission.

6.7.3 Such failure shall be assessed by the steering committee, whose assessment shall be the final and binding.

6.8 Breach of Contractual Obligations

6.8.1 Violation of Contract Terms

- Any breach of the contract terms, including non-compliance with regulatory, security, or legal requirements, will incur a penalty ranging from 1% to 10% of the total contract value, as determined by KFC Steering Committee, based on the severity of the breach.

6.8.2 Repeated Non-Compliance

- If the PMC firm violates the contract terms more than three times within the contract duration, KFC may:
 - Terminate the contract for default at risk and cost of the PMC firm.
 - Invoke the Performance Bank Guarantee.
 - Forfeit any remaining payments.
 - Hold the PMC firm liable for additional damages incurred due to the breach.

6.9 Liquidated Damages (LD) for Project Delays

6.9.1 Overall Project Delay

- If the overall project completion exceeds the agreed timeline of 15 months, liquidated damages of 2% of the total contract value will be imposed for each week of delay.

6.9.2 Delays Beyond 60 Days

- If the project completion is delayed by more than 60 calendar days from the original completion date, KFC reserves the right to:
 - Terminate the contract for default at risk and cost of the PMC firm.
 - Invoke the Performance Bank Guarantee .
 - Forfeit any outstanding payments due to the PMC firm.

The PG will be used to recover any damages or costs incurred by KFC due to any such failures.

6.10 Additional Considerations

6.10.1 Force Majeure

- Penalties for delays or non-performance will not apply in cases of force majeure events, such as natural disasters, war, or other unforeseeable circumstances beyond the control of either party.
- Proper notification and documentation must be submitted to KFC within 7 business days of the event.

6.10.2 Notice Period

- In all cases of penalty imposition or contract termination, KFC will provide a written notice to the PMC firm, outlining the specific breach or delay and the penalty to be applied.
- A 10-business-day resolution period will be provided for the PMC firm to rectify any issues before penalties are enforced.

6.11 Taxation and Statutory Deductions

- All payments will be subject to applicable taxes and deductions as per government norms.
- The PMC firm must ensure compliance with statutory requirements, including PF, ESI, and other labour laws, where applicable.

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 Entire Agreement & Amendment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties.

7.5 Severability

If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

7.6 Non-Exclusivity

Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. The Corporation reserves the right to appoint/ engage one or more consultants to provide like services concurrently or otherwise during the currency of this Agreement.

7.7 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Corporation.

The Corporation may assign the services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Corporation shall have the right to assign such portion of the services to any of the consultant, at its sole option, or upon the occurrence of any of the following:

- i. Bidder refuses to perform;
- ii. Bidder is unable to perform;
- iii. Termination of the contract with the Bidder for any reason whatsoever;
- iv. Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which Corporation may have against the Bidder. The Bidder shall ensure that the said consultant shall agree to provide such services to Corporation at no less favourable terms than those provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such consultant. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/ expiry of the contract.

7.8 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Corporation as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, Terrorist attacks, public unrest in work area etc.

Provided either party shall within 10 days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Corporation shall not

be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

7.9 Termination

- The Corporation shall have the option to terminate this RFP any time or

at any stage without giving notice and at the risk and cost of the PMC firm. 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:

- 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 30 days after the Corporation gives written notice.
- The selected bidder becomes bankrupt or insolvent or goes into liquidation, voluntarily or otherwise.
- 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.
- The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 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.
- Unsatisfactory services, non-capable resources, non-initiation of services within 30 days of work order, delay in delivery/ commissioning of services.
- Deductions on account of penalty & liquidated damages exceed more than 10% of the total contract value.
- 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.
- 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.
- 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.

7.10 Limitation of Liability

The selected Bidder's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by the Corporation to the Bidder that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Corporation: -

- Liability of Bidder for third party claims for IP Infringement;
- Liability of Bidder (including third party claims) in case of bodily injury (including Death);
- Liability of Bidder (including third party claims) in case of damage to real property and tangible property caused by the Bidder's gross negligence;
- Liability of the Bidder in case of gross negligence or willful misconduct attributable to the Bidder while providing services under this

Agreement;

- Liability of the Bidder in case of fraudulent acts or wilful misrepresentation attributable to the Bidder regarding the services provided under this Agreement;
- Breach of the confidentiality;
- Employment liabilities for Bidder's staff relating to the period of their employment within contractual period while working with Corporation;
- Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Bidder.
- Any other breach caused due to the non-performance of the obligations of the Bidder under the Agreement.

7.11 Indemnity

The Bidder shall indemnify the Corporation, and shall always keep indemnified and hold the Corporation, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Corporation as a result of:

Corporation's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or

an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or

claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Corporation; and/or

claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors

breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or

any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

breach of confidentiality obligations of the Bidder contained in this RFP; and/or

Negligence or gross misconduct attributable to the Bidder or its employees or

sub-contractors.

The Corporation shall notify the bidder in writing as soon as practicable when the Corporation becomes aware of the claim, and cooperates with the Bidder in the defence and settlement of the claims.

The Bidder shall have sole control of the defence and all related settlement/negotiations, and Corporation will provide the Bidder with the assistance, information and authority reasonably necessary to perform the above.

Indemnity would cover damages, loss or liabilities suffered by the Corporation arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by Corporation, they have the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

7.12 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.

7.13 Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Corporation's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any location of the Corporation. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all data and sensitive application software of the Corporation. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Corporation's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any location of the Corporation.

7.14 Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

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;

The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Corporation.

The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;

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

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.

7.15 Background Check

Successful bidder has to conduct proper background check of the employees of the bidder. Onsite staff should submit BGV (background check verification document) in regard to compliance of Education Qualification, Certification, Experience and Police Verification from HR at the time of Onboarding of resources to the Corporation. The resource must submit Company ID Card and a copy of KYC at the time of joining of the project to the Corporation.

7.16 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.

7.17 Conflict of Interest

The bidder shall disclose to Corporation in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

7.18 Notices and Other Communication

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post/ courier or by Email duly transmitted (with hard copy to follow for Email). Any notice or other communications shall be deemed to have been validly given on the date of delivery if hand-delivered, & on the business date immediately after the successful email transmission if sent by email and within 5 working days (excluding Sundays & public holidays) from the date of posting if sent by registered post or courier.

7.19 Publicity

Any publicity relating to the work to be carried out in the Corporation towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary and prior permission has been taken from the Corporation.

7.20 Intellectual Property Rights

The work carried out during the project period related to this RFP which includes the Systems, Products and Processes developed etc would be the Exclusive property of the Corporation. The Consultant is expected to provide the knowledge transfer and all the relevant documents. The Consultant is required to maintain the confidentiality and expected not to share/ use this knowledge / information without prior written permission of the Corporation.

7.21 Audit

The Corporation / Regulators reserves the right to conduct an audit of the consulting services provided by the Successful Bidder either directly or through third party partly or fully. The bidder must make all necessary changes as mentioned by the results of these audits. The Corporation will incur the cost of appointment of a third party for audit. The bidder must ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.

The Successful Bidder shall allow the Corporation, its authorized Personnel, its auditors (internal and external) and/or other statutory authorities, an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost & Accounting Records will be out of scope for the purpose of audit conducted by the Corporation. If the Successful Bidder is outsourcing any portion of the above activity, it will be the responsibility of the Successful Bidder to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (except Cost & Accounting Records) etc. of the activity, for inspection and verification.

The Successful Bidder shall keep complete and accurate records of all the operations in connection with the activities, per prevalent best practices in the industry. All books, records (except Cost & Accounting Records) and information relevant to the services shall be preserved in isolation and be presented to the Corporation or its designees for inspection as and when demanded.

The Successful Bidder should recognize the right of Reserve Bank of India (RBI) to cause an inspection to be made of the Successful Bidder / service provider and its books and accounts by one or more of its officers or employees or another designated person. Except in cases of regulatory and statutory audits, the Corporation shall not exercise right to audit more than twice in a financial year.

7.22 Penalty and Liquidated Damages

Notwithstanding Corporation's right to terminate the order, penalty and Liquidated Damages will be imposed as per the clauses 6.4 to 6.9. The Corporation reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Corporation to the Bidder.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default. Penalty and Liquidated Damages are not applicable for reasons attributable to the Corporation and Force Majeure.

If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Corporation has to take corrective actions, to ensure functionality of its property, the Corporation reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

The Corporation reserves the right to recover these amounts by any mode including adjusting from any payments to be made by the Corporation to the Bidder, or by invoking the Bank Guarantee.

7.23 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Service Provider/ Bidder observe the highest standard of ethics during the execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence

a procurement process or the execution of contract to the detriment of the Corporation and includes collusive practice among Service Providers/ Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

The Corporation reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Corporation reserves the right to declare a Bidder/Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.24 Expenses and Taxes included in the Quoted Price

The price quoted should include all related expenses. There are no additional expenses reimbursable by the Corporation. The bidder is expected to quote unit price in Indian Rupees as part of the financial bid. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Corporation or any new tax introduced by the Government will also be paid by the Corporation. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Corporation. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty, excise tax etc. The Corporation will not pay any out-of-pocket expense.

7.25 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.

7.26 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.

7.27 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Corporation, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Corporation. The Bidder shall furnish proof of signature identification for above purposes as required by the Corporation.

7.28 Principal to Principal Liability

The employees engaged by the Bidder shall be deemed to be the employees of Bidder only, and the Corporation shall not be connected with the employment or the terms and conditions thereof in any way. The Bidder alone would comply with the statutory obligations and Labour Regulations/Rules in this regard. None of the terms of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor is there any master-servant relationship between the parties. The relationship is on principal-to-principal basis.

The Bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The Bidder shall have no claims whatsoever against the Corporation with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations/ rules/ regulations.

7.29 Taxes and Duties

It will be the responsibility of the Bidder to provide clarifications/ particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Corporation shall be within its right to effect such deductions from the payment due to Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Corporation as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied on income and profits made by Bidder in respect of this contract.

7.30 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

7.31 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.

Annexure – 1

Checklist Submission

Ref: RFP No. KFC/IT/E-Tender/04/2024-25 dated 24.03.2025

SL No	Name of Document	Bidder's Remark (Yes/No)
1	Checklist Submission – Annexure 1	
2	Tender Offer Covering Letter – Annexure 2	
3	Tender Document Fee Details	
4	Earnest Money Deposit Details	
5	Profile of the Bidder – Annexure 3	
6	Pre-Qualification Compliance Sheet – Annexure 4	
7	Supporting Documents as per Pre-Qualification Compliance Sheet including Annexure 6	
8	Technical Qualification Compliance Sheet – Annexure 6	
9	Supporting Documents as per Technical Qualification Compliance Sheet	
10	Financial Bid – Annexure 8	
11	Performance Bank Guarantee – Annexure 11	
13	Bidder's Particulars	
14	Tender Offer Cover Letter	
15	Eligibility Criteria	
17	Performance Bank Guarantee Format – Annexure 9	
18	Non-Disclosure Agreement Format	
20	Bid Undertaking Letter	
21	Bill of Material (Total cost of Ownership – TCO)	
22	Bank Guarantee in lieu of EMD	
23	Integrity Pact	
24	Experience Detail	
26	Proposed Team Profile	
28	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.]

Annexure – 2

Tender Offer Covering Letter

(In letter head)

No.

Date:

To

The Chairman & Managing Director,

Kerala Financial Corporation

Vellayambalam, Thiruvananthapuram - 695033.

SUB: RFP for Appointment of Consultant for Digital Transformation of Kerala Financial Corporation – reg.

REF: RFP No. KFC/IT/E-Tender/04/2024-25 dated 24.03.2025

Dear Sir,

Having examined the RFP documents including all annexures and forms along with terms & conditions, scope of work etc, and having understood the provisions, requirements and all other factors governing the RFP, we hereby submit our offer for the appointment as consultant for the Digital Transformation of Kerala Financial Corporation. We hereby confirm our acceptance to execute the order within the time period specified in the RFP document, at the rates quoted by us in the accompanying Financial Bid.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder. We accept the commitments made through RFP document cited as reference and if in any case we fail to complete the delivery as per the order, we agree that, KFC shall have full authority to forfeit the Earnest Money Deposit/ Performance Bank Guarantee and cancel our order with no obligation on their part. We confirm that the Tender Document Fee & Earnest Money are deposited as per the norms stipulated in the RFP. If our tender offer is accepted, we will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 5% of the total project cost as per the norms mentioned in the RFP.

We further confirm that –

1. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
2. We have sufficient qualified manpower and necessary materials and after

sales support to execute the order efficiently in the specified time schedule.

3. The quoted rates shall be valid for 180 days from the last date of submission of bids and our offer shall remain binding on us and may be accepted by the Corporation any time before expiry of the offer.

4. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

5. We further undertake that we have never been barred/ black-listed by any Govt Authority/ Regulatory/ Statutory Authority/ PSUs in India.

6. We further confirm that all sections of the RFP document have been read, understood and signed and there is no deviation/ discrepancy.

Until a formal contract is prepared and executed, this tender offer, together with the Corporation's written acceptance thereof and the Corporation's notification of award, shall constitute a binding contract between us. We understand that the Corporation is not bound to accept the lowest or any offer the Corporation may receive. We also understand that the Corporation have the exclusive right to reject this offer in case the Corporation is of the opinion that the required information is not provided or is provided in a different format.

Signature of the Bidder

(To be signed by the authorized person with seal)

Profile of the Bidder

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

Ref: RFP No. KFC/IT/E-Tender/04/2024-25 dated 24.03.2025

SL.No.	Particulars	Details
A	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	Bank Details Name of the Bank Branch Address Type of Account Account Number RTGS/ NEFT / IFS Code	
11	Domestic Customer Base (Number of Banks/ NBFCs where Digital Transformation is implemented in India)	
12	Name of the major clients (Banks / NBFCs) where Digital Transformation is implemented in India	

Date:

Place:
of the Bidder

Seal & Signature of Authorized Signatory

Annexure - 4

Pre-Qualification Compliance Sheet

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

Ref: RFP No. KFC/IT/E-Tender/04/2024-25 dated 24.03.2025

[The Pre-qualification proposal should comprise of the following requirements. The documents mentioned in this compliance sheet along with this Proforma, needs to be a part of the Pre-qualification proposal]

Sl. No.	Eligibility Criteria	Supporting Documents to be Submitted	Bidder's Remark (Yes/No)
1.	Checklist Submission	Format as per Annexure 1	
2.	Tender Offer Covering Letter	Format as per Annexure 2	
3.	Tender Document Fee	Online Payment Details	
4.	Earnest Money Deposit	Online Payment Details	
5.	Profile of the Bidder	Format as per Annexure 3	
6.	Pre-Qualification Compliance Sheet	Format as per Annexure 4	
9.	The bidder should not have been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs).	Certificate from Statutory Auditor / Chartered Accountant &	
10.	The bidder should not be involved in any litigation which threatens solvency of the company.	Self-declaration by the Bidder in letter head as per Annexure 5.	
11.	Bidder should not have any legal proceedings/ inquiries / investigations, commenced/ pending against them by any statutory or regulatory or investigative agencies for which performance under the contract will get adversely affected / may get affected.		

Annexure – 5

Self-Declaration

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

To

The Chairman & Managing Director,

Kerala Financial Corporation

Vellayambalam, Thiruvananthapuram - 695033.

SUB: RFP for Appointment of Consultant for Digital Transformation of Kerala Financial Corporation – reg.

REF: RFP No. KFC/IT/E-Tender/04/2024-25 dated 24.03.2025

Dear Sir(s),

We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.

- a) We further confirm that all the information as per requirement of the Corporation have been included in our bid.
- b) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Corporation. We understand that any deviation may result in disqualification of our bid.
- c) We have not been blacklisted by any Government Authority/ Bank/RBI/IBA/ PSUs or any other Government agency/Regulatory Body/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- d) We are not involved in any litigation which threatens the solvency of the company.
- e) We do not have any legal proceedings/ inquiries / investigations, commenced/ pending against us by any statutory or regulatory or investigative agencies.
- f) We undertake that adequate number of resources, if required by the Corporation, will be deployed for the project to complete the assignment within stipulated time.
- g) We also confirm that we are not a NPA holder in any Bank/Financial Institution in India.

Place:

Date:

Seal & Signature of the
Authorized Signatory of the Bidder

Annexure - 6

Technical Qualification Compliance Sheet

(Proforma to be used in technical bid submission)

Ref: RFP No. KFC/IT/E-Tender/04/2024-25 dated 24.03.2025

[The Technical bid proposal should comprise of the following requirements. The documents mentioned in this compliance sheet along with this Proforma, needs to be a part of the technical bid proposal]

PMC Evaluation Criteria						
S. No.	Criteria					Bidder's Remark (Yes/No)
1	NeGD Empanelled firm, as per NeGD order F.N. N-22018/33/2022-NeGD dated 17.04.2024					
PM & SME Evaluation criteria						
S. No.	Evaluation Criteria	Project Manager - Mandatory Requirement	Subject Matter Expert (SME) - Mandatory Requirement	Evidence (All documents are mandatory)	Bidder's Remark (Yes/No)	
1	Experience & Credentials	A minimum of 10 years of project management experience, having successfully led at least three large-scale ERP implementation projects for financial institutions (Banks/NBFCs/SFCs), with an emphasis on modernizing financial systems, including lending, credit risk management, compliance, and integration across core functions.	Minimum of 10 years of experience in the banking/finance industry with extensive expertise in leading financial system modernization projects in Banks/NBFCs/SFCs. This includes HRMS, accounting, general ledger (GL), and other financial and non-financial systems, with a strong focus on lending, credit risk management, and compliance. The candidate should	1. Work orders 2. Completion certificates. 3. Client references. 4. Project case studies. 5. Proof on the proposed PM & SME involvement in these projects.		

			also be highly proficient in addressing queries from the implementation team.		
2	Project Execution & Implementation Expertise	Must have led at least 3 large-scale system modernization, legacy migration, and business process reengineering projects, ensuring seamless transition and integration.	Must have led at least 3 projects involving financial process optimization, loan origination, and credit risk management, aligned with regulatory compliance.	1. Project reports. 2. Process documentation. 3. Client testimonials. 4. Proof on the proposed PM & SME involvement in these projects	
3	Multi-Vendor Implementation Management	Must have experience managing multi-vendor ecosystems involving at least three solutions providers, including those for core systems, loan origination and management systems, accounting, HRMS and payroll, and system integration	Must have played a key role in coordinating multi-vendor implementations for at least three projects, ensuring the seamless integration of core financial platforms (e.g., loan management, risk assessment, underwriting) with regulatory frameworks (e.g., RBI compliance, KYC, AML) within an NBF C/SFC environment. Must also have strong expertise in business/domain-specific requirements such as financial product structuring, process o	1. Vendor coordination reports. 2. Multi-vendor project case studies. 3. Client testimonials. 4. System integration documentation. 5. Proof on the proposed PM & SME involvement in these projects	

			<p>optimization in lending, credit risk management, and compliance reporting. Additionally, should be highly proficient in addressing complex business and technical queries from the implementation team and stakeholders throughout the project lifecycle.</p>	
4	Certifications & Qualifications	<p>Mandatory: PMP or PRINCE2 certification with a B.Tech, BE, MCA, or MBA (IT) degree from a reputed university.</p>	<p>Any bachelor's or master's degree from a reputed university with a CAIIB certificate issued by IIBF.</p>	<p>1. Resumes & Certifications. 2. Work experience letters. 3. Project-specific experience documentation</p>
5	On-Premises to Cloud Migration	<p>Must have successfully led at least one on-premise to cloud migration projects, ensuring scalability, security, and compliance.</p>	<p>Must have contributed to at least one financial system cloud migrations, ensuring regulatory compliance and risk mitigation.</p>	<p>1. Cloud migration case studies 2. Project completion certificates 3. Proof on the proposed PM & SME involvement in these projects</p>

Annexure – 7

Profile of Proposed Project Manager & Subject Matter Expert

(Proforma to be used in technical qualification bid submission)

Ref: RFP No. KFC/IT/E-Tender/04/2024-25 dated 24.03.2025

Profile of Proposed Project Manager & Subject Matter Expert	
Name	
Present Designation	
Qualifications along with name of University/ Institutions	
Nationality	
No. of Years in the firm & Total Work Experience	
Language Proficiency	
Areas of Expertise relevant to the RFP	
Role in the proposed assignment	
Tasks assigned	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Date:

Place:
Authorized Signatory

Seal & Signature of

[The profile of each of such professionals should be furnished.]

Annexure – 8

Financial Bid - Format

(To be submitted online only)

Fixed Commercial Bid including Professional Fee and Out of Pocket Expenses		
Role	Monthly Cost (In Numbers) *	Monthly Cost (In Words) *
Project Manager	<TO be submitted only on the BOQ sheet provided online >	
Subject Matter Expert		
Total		

* Amount should be in without GST/Any other taxes

Total Cost quoted above is inclusive of all expenses, i.e., Professional Fee as well as all Out-of-Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Corporation shall not entertain any other claims over and above the cost specified in the Financial Bid.

However, GST and other applicable taxes shall be paid by the Corporation on actual basis at the rate applicable, the rate of applicable GST and other applicable taxes will be informed and charged separately in the invoice generated for supply of the services.

The total price quoted above shall be considered as full monthly cost for the implementation of end-to-end deliverables of scope defined in the terms of reference. Payment of consultancy services shall be undertaken as per payment terms mentioned in the RFP / contract. Total fee quote mentioned above shall be considered for Financial bid evaluation. The Corporation will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.

Date:

Place:

Seal & Signature of Authorized Signatory

Annexure – 9

Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No. _____ date _____

The Chairman & Managing Director

Kerala Financial Corporation

Vellayambalam

Thiruvananthapuram - 695033.

Dear Sir,

In response to e-tender No _____ dated _____, M/s _____ (name of the firm offering Performance Guarantee) having its registered office at _____ (herein after called Bidder) wish to participate in the said bid for appointment as consultant for the digital transformation of Kerala Financial Corporation (KFC) having its head office at Vellayambalam, Thiruvananthapuram, Pin 695033.

An irrevocable Financial Bank Guarantee (issued by a Nationalized Bank or a Scheduled Commercial Bank) as Performance Guarantee amounting to Rs. _____ (Rupees _____ only) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s. _____ (Bidder) having its registered office at _____ has undertaken in pursuance of their offer to Kerala Financial Corporation (hereinafter called as the Beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable Financial Bank Guarantee amounting to Rs. _____ (Rupees _____ only) valid up to _____ (mention date of expiry which should be minimum of bid validity (6 months).

We, the _____ (Bank Name) _____ (Bank Address) having our head office at _____

therefore, guarantee and undertake to pay immediately on first written demand by Kerala Financial Corporation an amount of Rs. _____ (in words) without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the bid or any violation against

the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to _____ (mention date of expiry which should be minimum of bid validity (6 months). If any further tender Ref: _____ dated _____ extension of this guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Kerala Financial Corporation, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above;

a) Our liability under this Bank guarantee shall not exceed Rs. _____ (Rupees _____ only)

b) This Bank guarantee shall be valid and remain in force up to and including the date _____.

c) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before (Date of expiry of guarantee including claim period).

In witness whereof the Bank, through its authorized officers has set its hand stamped on this the ____ day of 2025 at _____.

Name & Signature of Authorized Officer

Bank Office Seal:

Annexure – 10

Integrity Pact

Kerala Financial Corporation, a Corporation established under the State Financial Corporations Act 1951 (LXIII of 1951) and having its Head Office at Thiruvananthapuram, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for selection of consultant for digital transformation of Kerala Financial Corporation. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or Central/State government department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Officer.

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman & Managing Director, Kerala Financial Corporation.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman & Managing Director, Kerala Financial Corporation, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) The word 'Monitor' would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman & Managing Director, Kerala Financial Corporation.

Section 10- Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Thiruvananthapuram.

(2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place.....

Place:

Date.....

Date:

Witness 1:
(Name & Address)
Address)

Witness 1:
(Name &

Witness 2:
(Name & Address)
Address)

Witness 2:
(Name &

Annexure – 11

Non-Disclosure Agreement Format

This Agreement made at _____, on this _____ day of _____ 2024.

BETWEEN

M/s. _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "**Vendor**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Kerala Financial Corporation, a Corporation established under the State Financial Corporations Act 1951 (LXIII of 1951) and having its Head Office at Thiruvananthapuram (hereinafter referred to as "**Corporation**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

Vendor and **Bank** are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in

connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof. Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the

parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Thiruvananthapuram.

10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Kerala Financial Corporation

Name of Authorized Signatory

Designation

For and on behalf of

M/s. _____

Name of Authorized Signatory

Designation

52	Project kick off and plan finalisation																	
53	BRD, SRS sign off																	
54	Align with existing cloud infrastructure	9																
55	Customization - Website																	
56	Customization - Mobile app																	
57	Customization - Internet banking																	
58	Integrations - Website	23,24																
59	Integrations - Mobile app	23,24																
60	Integrations - Internet banking	23,24,44																
61	Data migration - Mobile banking users	17,39																
62	Testing and UAT - Website	58																
63	Testing and UAT - Mobile app	59																
64	Testing and UAT - Internet banking	60																
65	Training - Website	62																
66	Training - Mobile app	63																
67	Training - Internet banking	64																
68	Go-live - Website	62																
69	Go-live - Mobile app	63																
70	Go-live - Internet banking	64																

Milestone 1
Start of implementation

Milestone 2
LOS/LMS Go-live

Milestone 3
GL/LMS 3m parallel run

Milestone 4
All systems go-live

Milestone 5
Customer apps go-live