



Kerala Financial Corporation invites e-Tender (RFP)

FOR

The Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions as part of ongoing Digital Transformation Initiative

RFP No.: KFC/IT/E-Tender/03/2025-26

Last date for submission of proposals: 05.08.2025 up to 3:00 P.M

This RFP document will be available for downloading at

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

KERALA FINANCIAL CORPORATION

VELLAYAMBALAM, THIRUVANANTHAPURAM -695033

Kerala, India; Phone: 0471- 2737702, 2737566

Web: www.kfc.org, Email: bd@kfc.org

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DISCLAIMERS	6
SCHEDULE OF EVENTS	8
DEFINITIONS/ ABBREVIATIONS	9
INTERPRETATION	13
SECTION 1	14
A (INTRODUCTION)	14
1. OVERVIEW	14
2. OBJECTIVE	19
3. ELIGIBILITY CRITERIA	19
B (PREPARATION AND SUBMISSION OF RFP BID)	24
4. SCOPE OF WORK	24
5. WARRANTY AND ATS	56
6. IMPLEMENTATION SCHEDULE	57
7. PAYMENT TERMS	58
8. PAYMENT AND TAXES	63
9. SERVICE LEVEL EXPECTATIONS AND PENALTY	63
10. DEADLINE FOR SUBMISSION OF RFP BIDS	68
11. MODIFICATION AND WITHDRAWAL OF BIDS	69
12. BID PRICE & PERIOD OF VALIDITY OF INDICATIVE BID	69
13. FIRM PRICES	70
14. FORMAT AND SIGNING OF BID	70
15. LOCAL CONDITIONS	70
16. TENDER DOCUMENT FEES & EARNEST MONEY DEPOSIT (EMD)	71
17. PERFORMANCE BANK GUARANTEE(PBG)	71
18. INTEGRITY PACT	72
19. MONITORING	72
20. PUBLICITY	73
21. SUBSTITUTE OF PROJECT TEAM MEMBERS	73
22. ADHERENCE TO LAWS AND STANDARDS	73
23. AUTHORIZED SIGNATORY	73
24. CHANGE CONTROL PROCESS	74
25. CONFLICT OF INTEREST	74
26. VIOLATION OF TERMS	74
C (RFP BIDDING DOCUMENTS)	74
27. LANGUAGE OF RFP	74
28. TERMS AND CONDITIONS FOR e-PROCUREMENT	74
29. BID SUBMISSION DOCUMENTS	75
30. COST OF BIDDING	75
D (OPENING AND EVALUATION OF RFP BID)	76

31. BID EVALUATION CRITERIA	76
32. POST QUALIFICATION	83
33. GENERAL INSTRUCTIONS	84
34. CONTACTING KFC	85
35. KFCS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	85
36. ACCEPTANCE OF BID	85
37. SIGNING OF CONTRACT	85
SECTION 2 OTHER TERMS AND CONDITIONS	86
38. KFC'S RIGHT	86
39. TERMINATION	86
40. EXIT MANAGEMENT	88
41. ORDER CANCELLATION	91
42. AMENDMENTS	91
43. SURVIVAL OF CLAUSES	91
44. WAIVER	91
45. COLLUSIVE CONDUCT	91
46. SUBCONTRACTING	92
47. CONDITIONS PRECEDENT	92
48. PROFESSIONALISM	92
49. RIGHT TO INSPECT, EXAMINE AND AUDIT	92
50. SENSITIVE INFORMATION	93
51. SURVIVAL AND SEVERABILITY	93
52. LEGAL COMPLIANCE	93
53. UNLAWFUL INDUCEMENTS	94
54. CORRUPT AND FRADULENT PRACTICES	94
55. LIMITATION OF LIABILITY	94
56. INFORMATION OWNERSHIP	95
57. STANDARD PERFORMANCE	95
58. STATUTORY AND REGULATORY REQUIREMENTS	95
59. BLACKLISTING	96
60. DUE DILIGENCE	96
61. CONFIDENTIALITY	96
62. USE OF CONTRACT DOCUMENTS AND INFORMATION	97
63. LIQUIDATED DAMAGES	98
64. GOVERNING LAW AND JURISDICTION	98
65. INDEMNITY	98
66. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS	99
67. INSPECTION & QUALITY CONTROL TESTINGS/CHECK	99
68. MANUALS	99

69. CORRESPONDENCE AND NOTICES	100	
70. RULES CORRESPONDING TO THIS RFP	100	
71. CHANGE ORDERS/ALTERATION/VARIATIONS	102	
72. CONTRACT AMENDMENT	104	
73. DISPUTE RESOLUTION	104	
74. NOTICE AND OTHER COMMUNICATIONS	105	
75. SUCCESSFUL BIDDER INTEGRITY	105	
76. SUCCESSFUL BIDDER OBLIGATION	105	
77. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)	106	
78. SURVIVAL	107	
79. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS	108	
80. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS	108	
81. STATUTORY REQUIREMENTS	109	
82. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT	109	
83. CONTRACT PRICE	110	
84. INFORMATION SECURITY	110	
85. OWNERSHIP AND RETENTION OF DOCUMENTS	110	
86. REPRESENTATIONS AND WARRANTS	110	
87. CONFIDENTIALITY	113	
88. TERM AND EXTENSION OF THE CONTRACT	114	
89. FORCE MAJEURE	114	
90. CONFLICT OF INTEREST	115	
91. FRAUD & CORRUPT PRACTICES	115	
92. NO ASSIGNMENT	117	
93. RELATIONSHIP BETWEEN THE PARTIES	117	
94. "NO CLAIM" CERTIFICATE	117	
SECTION 3 ANNEXURES	118	
1. Annexure -1 TECHNICAL BID FORM	118	
2. Annexure – 2 COMMERCIAL BID FORM	120	
3. Annexure – 3 FORMAT OF POWER-OF-ATTORNEY	121	
4. Annexure – 4 UNCONDITIONAL ACCEPTANCES OF TERMS & CONDITIONS OF THE RFP	122	122
5. Annexure – 5 SELF DECLARATION	123	
6. Annexure – 6 MANUFACTURERS AUTHORIZATION FROM OEM	124	
7. Annexure – 7 PERFORMANCE BANK GUARANTEE	125	
8. Annexure – 8 NON-DISCLOSURE AGREEMENT	127	
9. Annexure – 9 DEED OF INDEMNITY	131	
10. Annexure – 10 LETTER FOR REFUND OF EMD	135	
11. Annexure – 11 FUNCTIONAL AND TECHNICAL REQUIREMENTS	136	
12. Annexure – 12 PRE-BID QUERY FORM	137	

13.	Annexure – 13 BIDDER PROFILE	138
14.	Annexure – 14 PROFILE OF TEAM LEADER AND TEAM MEMBERS	139
15.	Annexure – 15 INTEGRITY PACT	140
16.	Annexure – 16 MAKE IN INDIA PURCHASE PREFERENCE	145
17.	Annexure – 17 TURNOVER, NET PROFIT AND NET WORTH CERTIFICATE	146
18.	Annexure – 18 CONSORTIUM & AUTHORISED PARTNER DETAILS	147
19.	Annexure – 19 CHECKLIST ITEMS FOR BID SUBMISSION	148

DISCLAIMERS

The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of KFC 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. This RFP is neither an agreement nor an offer and is only an invitation by KFC to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of KFC with respect to the solution requested, this RFP does not claim to include all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and wherever necessary obtain independent advice. KFC makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. KFC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This tender is an e-Tender and is being published online for the Selection of **Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions 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 05.08.2025. 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
10-07-2025

SCHEDULE OF EVENTS

S. No	Particulars	Time / Date / Other Details
1	Date of commencement of Bidding process (Issue of RFP)	10-07-2025
2	Last date and time for receipt of written queries /e-mail for clarification from Bidders	16-07-2025 up to 5:00 P.M
3	Pre-Bid meeting Date & Time through Video Conferencing	18.07.2025 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 16.07.2025. Details of Video Conference would be communicated to interested bidders separately.
4	Last Date & Time for Bid submission	05-08-2025 up to 3:00 P.M
5	Date and Time for opening of Technical Bid	08-08-2025 at 5:00 P.M
	Date and Time of Technical Presentation	To be notified to eligible Bidder
6	Date and Time for opening of Commercial Bid of successful technical bid	To be notified to technically qualified Bidder
	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:+91 9496030127 For all RFP related submission and Pre Bid Query submission mail at: it@kfc.org
10	Bid Fees	Non-Refundable fee of Rs.10,000/- (Rupees Ten Thousand only) plus applicable taxes/GST etc. Bid Fees will be exempted in case of MSME certified bidder having valid Udhyaam certificate.

11	Earnest Money Deposit	<p>Rs.10,00,000/- (Rupees Ten Lacs only).</p> <p>EMD of successful bidders will be discharged upon the bidder signing the contract and furnishing the security deposit.</p> <p>Unsuccessful bidder's EMD will be discharged but not later than 30 days after the tender validity period expires. The EMD may be forfeited:</p> <ol style="list-style-type: none"> 1. If a bidder withdraws its tender during the period of tender validity or does not accept the correction of arithmetic errors; or In the case of a successful bidder if the bidder fails (within the stipulated time) to sign the contract or to furnish the security deposit. 2. EMD will be exempted in case of MSME certified bidder having valid Udyam certificate.
15	Submission of tender document fee and EMD fee	Please visit the General Tender Terms & Conditions for e-Procurement section

DEFINITIONS/ ABBREVIATIONS

In this RFP/Bid Document/Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- "The Contract" means the agreement entered in to between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for delivery, installation, commissioning and operationalization of LOS, LMS, CRM, Field Inspection app, Aadhaar Data vault Modules for KFC as inclusively stated under Service Level Expectations, Specifications of Loan Management System(LMS) and Scope of work.
- "**Successful Bidder**" or "Bidder" means any firm/company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- "**Purchaser**" means KFC, including its successors and assigns.
- "**Contract Price**" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

- **"Service(s)"** means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.
- **"Service Period"** means the implementation period, warranty and AMC/ATS period for both hardware and software extending for a period of six years.
- **"System"** or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalizing the proposed solution and to provide the Services as mentioned in the RFP.
- **"Acceptance of Bid"** means the letter/fax/email, or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.
- **"Business Day"** means any day that is not a Sunday or a public holiday (as per the official holidays observed by KFC).
- **"Confidential Information"** means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information KFC provide regarding third parties; Information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or Interested parties of KFC or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not, to customer list, financial information, and pricing information.
- **"Commissioning"** means, the Systems shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
- **"Document"** means any embodiment of any text or image how so ever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and/or databases or microfilm or computer-generated microfiche or similar device.
- **"Effective Date"** means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- **"Intellectual Property Rights"** means any patent, copyright, trademark,

trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

- **"Parties"** means the Purchaser and the Bidder and "Party" means either of the Parties.
- **"Site"** means the place where the product/service/solution is to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause/ provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive, and binding on the Bidder.

Table: 1 Abbreviations

S. No	Acronym	Definition
1	ADV	Aadhaar Data Vault
2	AMC	Annual Maintenance Cost
3	API	Application Program Interface
4	APM	Application Performance Monitoring
5	ATS	Annual Technical Support
6	AUM	Assets Under Management
7	BCP	Business Continuity Plan
8	BG	Bank Guarantee
9	BOD	Beginning of Day
10	BOM	Bill of Material
11	CA	Chartered Accountant
12	CMMI	Capability Maturity Model Integration
13	CO	Commercial Offer/ Commercial Bid/ Price Bid
14	CPU	Central Processing Unit
15	CRM	Customer Relationship Management
16	CSP	Cloud Service Provider
17	CVC	Central Vigilance Commission
18	DB	Database
19	DBMS	Database Management System
20	DC & DQ	Data Cleansing & Data Quality
21	DC/ DRC	Data Centre
22	DMS	Document Management System
23	DR/ DRS	Disaster Recovery Centre
24	EMD	Earnest Money Deposit
25	EOD	End of Day

26	EOHY	End of Half Yearly
27	EOM	End Of Month
28	EOQ	End of Quarter
29	EOY	End of Year
30	FI	Financial Institution
31	FM	Facilities Management
32	FRSM	Functional Requirements Specifications Manual
33	GL	General Ledger
34	GST	Goods & Services Tax
35	GUI	Graphical User Interface
36	HO	Head Office
37	HRMS	Human Resource Management System
38	IEM	Independent External Monitor
39	INR	Indian Rupee
40	ISO	International Organization for Standards
41	IT	Information Technology
42	KPI	Key Performance Indicators
43	KYC	Know Your Customer
44	LAN	Local Area Network
45	LD	Liquidated Damages
46	LDAP	Lightweight Directory Access Protocol
47	LMS	Loan Monitoring System
48	MIS	Management Information System
49	MSE/MSME	Micro & Small Enterprise ; Micro, Small and Medium Enterprise
50	NBFC	Non-Banking Financial Company, registered with RBI
51	NDA	Non-Disclosure Agreement
52	NDR/ NLS/ NS	Near DR/ Near Site
53	NEFT	National Electronic Fund Transfer
54	NPA	Non-Performing Assets
55	O&M	Operations & Maintenance
56	OD	Overdraft
57	OEM	Original Equipment Manufacturer – Product Vendor
58	OS	Operating System
59	P&L	Profit & Loss
60	PDF	Portable Document Format
61	PO	Purchase Order
62	PPF	Public Provident Fund
63	PSE	Public Sector Enterprise
64	PSU	Public Sector Undertaking
65	RBI	Reserve Bank of India
66	RCA	Root cause analysis
67	RDBMS	Relational Database Management System
68	RFP	Request for Proposal
69	RPO	Recovery Point Objective

70	RTGS	Real Time Gross Settlement
71	RTO	Recovery Time Objective
72	SAN	Storage Area Network
73	SFB	Small Finance Bank
74	SI	System Integrator
75	SIT	System Integration Testing
76	SLA	Service Level Agreement
77	SRS	Software Requirements Specification
78	SW	Software
79	T&D	Test & Development
80	TAT	Turnaround Time
81	TCO	Total Cost of Ownership
82	TDS	Tax Deductible at Source
83	TPS	Transaction per second
84	TRAI	Telecom Regulatory Authority of India
85	UAT	User Acceptance Testing
86	UPS	Uninterrupted Power Supply
87	VAPT	Vulnerability Assessment & Penetration Testing
88	VM	Virtualization Machine
89	WAN	Wide Area Network
90	YoY	Year on Year

INTERPRETATION

In this Contract unless a contrary intention is evident: The clause heading is for convenience only and do not form part of this Contract:

- Unless otherwise specified a reference to a clause number is a reference to all of its sub- clauses.
- Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time.
- A word in the singular includes the plural and a word in the plural includes the singular; A word importing a gender includes any other gender.
- A reference to a person includes a partnership and a body corporate.
- A reference to legislation includes legislation repealing, replacing, or amending that legislation.
- Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of KFC.

SECTION 1

A (INTRODUCTION)

1. OVERVIEW

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. Financial assistance is provided in the form of term loans, working capital loans and special schemes. We have been focusing on offering financial assistance to MSMEs as well as small/medium sized corporate clients belonging to a gamut of manufacturing & service sectors. Our product offerings include Term loan for industrial activities, Working capital loans, housing finance (to residential real estate players), contractor loans (discounting), renovation & expansion loans, Industrial finance for purchase of fishing vessel etc. All the offerings to various customer segment may be broadly classified into following categories:

- a) Term loan (With or without collateral including hard collateral).
- b) Working capital facility of less than 1 year
- c) Bill discounting facility for contractors/ job work with recourse from strong counter party like Govt of Kerala.

The organizational structure of the Corporation consists of **22 Branch Offices across Kerala with its Head Quarters at Thiruvananthapuram and 3 Zonal Offices at Kozhikode, Ernakulam & Kollam and 2 more Branches are upcoming.** As on 31st March 2024, the Corporation's total share capital was Rs.726.50 crore. The Government of Kerala hold 99.14% of the total shareholding, Small Industries Development Bank of India (SIDBI) hold 0.84%, while the LIC, State Bank of India and others hold 0.01%.

Key Financial Parameters

Key Parameters	Approx		Rs in Lakh
	2024-25	2023-24	2022-23
Portfolio Size	8,01,198	7,36,832.71	6,52,940.30
Sanctions	4,00,257	3,33,666.41	3,20,722.18
Disbursements	3,91,840	4,06,885.43	3,55,594.61
Recovery	3,98,076	3,90,110.42	2,33,241.69
Total Income	90,139	86,871.54	69,437.51
Net profit after tax	9,816	7,404.39	5,018.64
Net worth	1,32,835	1,06,352.78	92,570.25
Capital Adequacy Ratio %	28.65	25.52	25.58
Gross NPA as % of Gross Advances	2.67	2.88	3.11
Net NPA as % of Net Advances	0.61	0.68	0.74

Business Volume

Particulars	2024-25
	Actual
Number of Branches (Including HO)	28
Number of Users of Core Financial Solution. Bidder to size accordingly for (Loan Lifecycle Management System)	302
Number of Channel Partners including RO: Relationship Officers BC: Business Correspondent BF: Business Facilitator DSA: Direct Selling Agent Number of Loan Accounts (Active and Inactive Both)	Currently 0 KFC may include additional 60 users during contract duration Active – 9195 In-Active - 67003
Number of Customers (Individual & Institution Both)	41121

Bidder to size Total Customers and Loan Accounts with 10% increase on year wise.

Number of Branches can increase by @ 3 each year.

Users and channel partners can increase by @ 5% each year.

Transaction Volume of Core Financial Solution for last 6 months

Transaction Volume	May 25	Apr 25	Mar 25	Feb 25	Jan 25	Dec 24
Monthly transactions on Core Financial Solution	9 Lakhs	9 Lakhs	14 Lakhs	10 Lakhs	10 Lakhs	10 Lakhs

Bidder to size transaction volume with 15% increase on year wise

Current Business Application Details

Current Application	Vendor	Maintenance	Availability in DC
Core Financial Solution (CFS)	TCS	In-house	Yes
Loan Monitoring Solution	In-house	In-house	Yes
OLMS	In-house	In-house	Yes
Contractor Loan Management Software	In -house	In -house	Yes
Working Capital Management Software	In -house	In -house	Yes
Web Portal	Kawika Technologies	In -house	Yes
Payroll (Part of CFS)	TCS	In-house	Yes
GL & Accounting (Part of CFS)	TCS	In-house	Yes
Online Disbursement	In -house	In -house	Yes
KFC Website	Kawika Technologies	In -house	No
Recruitment Portal	In -house	In -house	Yes
Asset Management Portal	In -house	In -house	Yes
Circular Portal	In -house	In -house	Yes
E-Auction Web Portal	JB Soft System, Chennai	JB Soft System, Chennai	No
Mobile App	Kawika Technologies	In -house	No
Case Management System	NIC	NIC	No

Interface Details

Interface Details
NIC SMS Gateway
WhatsApp Integration for sending Alerts and Notification
NeSL: for Digital Document Execution
Razorpay for collection Integration (Payment Gateway)
Worldline for collection integration (Payment Gateway)
Virtual account integration with (Federal Bank, SBI, SIB, Union Bank, Canara Bank)
RXIL Integration : For digital invoice discounting
KFC in house Biometric Attendance Integration
Credit bureau checks with (CIBIL/CRIF/Equifax/Experian)
API banking for fund transfer with SBI, Federal Bank
CERSAI 2.0 Integration for loan underwriting
CGTMSE Integration for loan underwriting
Ministry of Corporate Affairs (MCA Data APIs) Integration
ICAI Verification APIs for Cas
GSTIN Verification API, Return Filing APIs, Payment APIs
Integration with the Electronic Mortgage Recorder (EMR) system of revenue.kerala.gov.in
eCourt API integration for litigation tracking and legal due diligence
Income tax: ITR 26AS API integration for loan due diligence
API integration with (City Union Bank, Federal Bank, SBI) to make enable KFC act as mandated agent for working capital loan management

Current Loan Products

Loan Product	Number of Schemes
Term Loan for Industrial Activities	30
Working Capital Loans	20
Contractor Loans	17
Special Schemes	24

Current Document Management (DMS) Volume

Existing Document Status	Document Size and Numbers
Total Documents uploaded size (existing)	216 GB (Approx)
Total number of documents uploaded (existing)	3,40,000 (Approx)
Average Monthly Documents upload	4.6 GB (Approx)
Average Number of documents upload monthly	15,700 (Approx)

Current Branch Details for User count and setup of SDWAN, link connectivity, DLP and Endpoint Protection

SL No.	Branch Name	Branch Address	Number of Users
1	Alappuzha	Kumaranasan Smaraka Mandiram, Court Road,,Alappuzha	9
2	Central Zone	Finance Towers Ist Floor,Kaloor road,,Eranakulam	4
3	Eranakulam	Finance Towers Ist Floor,Kaloor road,,Eranakulam	18

4	Head Office	Kerala Financial Corporation Vellayambalam Thiruvananthapuram – 695033, Kerala, India	80
5	Kannur	Urban Square Kannur University Road Thavakkara, Kannur - 670002	9
6	Kasaragod	High Lane Plaza,M.G.Road,Anebagilu,Kasaragod	11
7	Kattappana	Parakkandathil Buildings 2nd Floor,Puliyanmala Road,Kattapana,Idukki	9
8	Kollam	A.G.C Complex, Beach Road, Kollam - 691001	14
9	Kottayam	Geetha Trade Centre,East of YWCA,M.C Road,Kottayam	9
10	Kozhikode	IInd Floor, Manuelsons Building, (Near to Hotel Malabar Palace), G.H. Road, Muthalakkulam, Kozhikode. 673 001	9
11	LCBEKM	Finance Towers Ist Floor,Kaloor road,,Eranakulam	5
12	LCBKKD	IInd Floor, Manuelsons Building, (Near to Hotel Malabar Palace), G.H. Road, Muthalakkulam, Kozhikode. 673 001	5
13	LCBTVM	Kerala Financial Corporation Vellayambalam Thiruvananthapuram – 695033, Kerala, India	7
14	Malappuram	Maliyekkal Building,Manjeri Road,Uphill,Malappuram	13
15	North Zone	IInd Floor, Manuelsons Building, (Near to Hotel Malabar Palace), G.H. Road, Muthalakkulam, Kozhikode. 673 001	6
16	Palakkad	Ist Floor Century Complex, Matha Koil St.Sultanpet, Palakkad - 678001	8
17	Pathanamthitta	Pazhamannil Jessy Towers Ist Floor,Near Municipal Stadium,,Pathanamthitta	11
18	Perumbavoor	S.N.D.P Shopping Complex,P.P Road,,Perumbavoor	11
19	SARBEKM	Ernakulam,,,Eranakulam	8

20	SARBKKD	Kerala Financial Corporation Vellayambalam Thiruvananthapuram – 695033, Kerala, India	9
21	SARBKTM	Geetha Trade Centre,East of YWCA,M.C Road,Kottayam	
22	SARBKZD	High Lane Plaza,M.G.Road,Anebagilu,Kasaragod	
23	SARBTVM	Kerala Financial Corporation Vellayambalam Thiruvananthapuram – 695033, Kerala, India	10
24	South Zone	Kerala Financial Corporation Vellayambalam Thiruvananthapuram – 695033, Kerala, India	3
25	Thiruvananthapuram	Kerala Financial Corporation Vellayambalam Thiruvananthapuram – 695033, Kerala, India	10
26	Thodupuzha	Ist Floor George Town,Vengallor, ,Thodupuzha	7
27	Thrissur	2nd Floor Smart Centre,Kokala Junction,,Thrissur	8
28	Wayanad	1st Floor Trident Arcade,Pinangode Road,Kalpetta,Wayanad	9

Minimum Configurations of Branch Desktop

1. RAM Specifications – Minimum 4GB to Max 16GB
2. OS version – Windows 10 or Higher
3. CPU Specifications – Core i3 9th Gen or later

2. OBJECTIVE

KFC is seeking proposals for Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for end-to-end digitization of its business and internal operations. The required DC & DR cloud infrastructure implementation & support along with branches connectivity (including SDWAN router) to be part of the bidder's scope. The solutions required by KFC are classified into Core Solutions, Supporting Applications and Infrastructure solutions.

Core Solution	Supporting Solution	Infrastructure Solution
CRM	Budgeting and Forecasting	DLP for branch user endpoints
LOS	Document Management System	EDR for branch user points
LMS	Field Inspection App	IT Service Management Tool
Accounting System with GST and Treasury	Fixed Asset Management	Application Performance Monitoring
	HRMS and Payroll	
	Mobile Application (Customer Portal)	
	Web Portal (Customer portal)	

This document constitutes the formal Request for Proposal (hereinafter referred to as "RFP") for supply of the above-mentioned modules/applications and is being availed through floating of RFP to all eligible Bidders.

3. ELIGIBILITY CRITERIA

All eligibility requirements mentioned (as given in below table) should be complied by the bidders as applicable and relevant supporting documents should be submitted for the fulfilment of eligibility criteria; failing which the bids may be summarily rejected. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when KFC decides, originals/ certified copies should be shown for verification purposes. KFC reserves the right to verify/evaluate the claims made by the bidder independently, which may also include site visits. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Only those Bidders who fulfil all the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

Bidder will be responsible for delivering the end-to-end solution and will be the single point of contact for the implementation, integration, support, and maintenance for the entire project. The bidder will also be solely responsible for ensuring adherence to the Service Levels, terms & condition, and Service Quality for each of the deliverables executed.

The bidder must fulfil the criteria mentioned in the table below to bid for this RFP:

Mandatory Qualification Criteria for the Prime Bidder

Sr. No.	Eligibility Criteria	Supporting Documents
A. GENERAL		
1.	The Prime bidder should be the OEM of the (LOS, LMS, Accounting System) or its authorized implementation partner and should be an established entity under the Companies Act 1956/2013, a Partnership Firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 and operating with a registered office in India for the last five years.	<p>Certificate of Incorporation and other Documentary evidence to be attached.</p> <p>If the Prime bidder is the OEM of the (LOS, LMS, Accounting System), then the Bidder to submit IPR or relevant documentation regarding the OEM of the solutions.</p> <p>If the Prime bidder is not the OEM of the (LOS, LMS, Accounting System), then need to submit the MAF (Manufacturer's Authorization Form) from the OEM of the solutions.</p>
2	The Prime bidder must provide self-attested scanned copies of PAN card, GST Registration Certificates	Self-attested copies of the documents.
3	The Prime bidder should have at least two of the below quality certificates that are valid as of bid submission date. a) ISO 9001:2015 or above b) ISO 20000-1:2018 or above c) ISO/IEC 27001:2013 or above	Self-attested copies of the certificates.
4	The OEM of the proposed LOS, LMS and Accounting System should have minimum CMMi Level 3 or above as on Bid Submission Date.	Valid copy of certificates to be provided.
5	The Prime bidder must not be blacklisted/ banned/convicted by any court of law for any criminal or civil offense/ declared ineligible by any entity of any State Government or Govt. of India or any local self-government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission.	<p>Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows: "We M/s confirms that we have not been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India as on the date of bid submission"</p>
6	The prime bidder should have at least 100 technical (Information Technology) personnel on its payroll.	Self-Declaration on Bidder's Letterhead signed by the HR Country Head of the Bidder.
B. FINANCIAL		
1	<p>The Prime Bidder should have an annual turnover of Rs. 100 Crore or more (Rupees One Hundred Crore) in the last three financial years (2022-2023, 2023-2024 and 2024-2025).</p> <p>Note: In case the prime bidder falling under category of MSME as defined by</p>	<p>Audited Balance Sheet & P&L for last 3 financial years i.e., 2022-23,2023-24,2024-25 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number (UDIN)</p> <p>Provisional Balance Sheet & P&L to be</p>

	Govt. Of India, this criterion would be exempted as per O.M. No. F. 20/2/2014-PPD dated 20.09.2016	submitted for 2024-25 if not available from the Company's Chartered Accountant with UDIN Also need to attach Udyam Registration certificate copy as proof of MSM.
2	Prime Bidder should have a positive net-worth for the last three financial years (2022-23,2023-24,2024-25) and with erosion in net worth less than 20% on a YoY basis.	Audited Balance Sheet & P&L for last 3 financial years i.e., 2022-23,2023-24,2024-25 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number (UDIN) from Prime Bidder. Provisional Balance Sheet & P&L to be submitted for 2024-25 if not available from the Company's Chartered Accountant with UDIN

C. EXPERIENCE AND SERVICE CAPABILITY

1	The Prime bidder should have prior experience of Implementation & management of Loan Life Cycle Management System (LOS, LMS & Accounting System) in at least one (1) BFSI with loan portfolio size of minimum INR 2,500 Crores of the client.	Credentials from clients in the name of the Prime bidder in the form of Purchase Orders / Contract Agreement supported with credential letter to be furnished. For confirmation of Loan Portfolio, bidder to submit relevant documents to justify the clause (Letter from client/client balance sheet / other public domain available documents). The credentials should be in last five financial years.
2	The proposed LLMS applications/product (LOS, LMS, Accounting system) implemented with multiple 3rd Party's real time Fintech integration such as <ul style="list-style-type: none"> • Bureau (Credit Scoring, Dedupe) • 3rd Party Data – Ekyc • Income Assessment • Legal(e-sign, e-stamp, e-mandate) • Video KYC • Adhaar & OTP Authentication • Payment Gateway • Sponsor/Partner Bank Out of 8 at least 4 fintech integration experience has to be provided.	Credential letter from the client in the name of OEM of LLMS or its authorized partner or system integrator. It's not mandatory to have all fintech integrations implemented in the same client.

3	<p>All the proposed core applications/products should be implemented in at least one (1) BFSI with loan portfolio size of minimum INR 2,500 Crores.</p> <ol style="list-style-type: none"> 1. CRM 2. LOS 3. LMS 4. Accounting System with GST & Treasury 	<p>Credentials from clients mentioning the application name in form of Purchase Orders / Contract Agreement supported with credential letter to be furnished. For confirmation of Loan Portfolio, bidder to submit relevant documents to justify the clause (Letter from client/client balance sheet / other public domain available documents).</p> <p>It's not mandatory to have all applications implemented in same client.</p>
4	<p>All the proposed supporting applications/products should at least be implemented in at least one (1) BFSI.</p> <ol style="list-style-type: none"> 1. Budgeting and Forecasting 2. Document Management System 3. Field Inspection App/ Mobile application for field agent users 4. Fixed Asset Management 5. HRMS & Payroll 6. Mobile Application (customers) 7. Web Portal (customers) 	<p>Credentials from clients mentioning the application name in form of Purchase Orders / Contract Agreement supported with credential letter to be furnished. It's not mandatory to have all applications implemented in same client.</p>

Mandatory Qualification Criteria for the Consortium Partner (Cloud Service Provider)

Sr. No.	Eligibility Criteria	Supporting Documents
A. GENERAL		
1	The DC-DR Infrastructure provider (CSP) should be a registered company in India and operating with an office in India for the last five years.	Certificate of Incorporation and other Documentary evidence to be attached. self-attested scanned copies of PAN card, GST Registration Certificates
2	Data Centers of CSP should be minimum Rated 3 of TIA942 or Tier 3 of Uptime Institute.	Relevant certification valid as on the date of bid submission
3	The Proposed Data Centers should be successfully STQC audited & PCI-DSS certified. The proposed cloud should be Meity empaneled.	Relevant certification valid as on the date of bid submission
4	The Primary Site and secondary site of CSP proposed for the project should be in two different seismic Zone in India.	Undertaking from CSP confirming the following: a) Primary site and secondary site address b) Seismic Zone of each site proposed
5	The CSP should comply for ISO 22301: 2019 (Business Continuity Management) and ISO 27701:2019 (Privacy Information Management) certification.	Certificate for ISO 22301:2019, 27701:2019 issued in name of CSP covering India data center/regions

Sr. No.	Eligibility Criteria	Supporting Documents
B. FINANCIAL		
1	The CSP should have an annual turnover of Rs. 200 Crore or more (Rupees Two Hundred Crore) in the last three financial years (2022-2023, 2023-2024 and 2024-2025).	Audited Balance Sheet & P&L for last 3 financial years i.e., 2022-23, 2023-24, 2024-25 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number (UDIN) from CSP. Provisional Balance Sheet & P&L to be submitted for 2024-25 if not available from the Company's Chartered Accountant with UDIN
2	The CSP should have a positive net worth for the last 3 FYs (2022-2023, 2023-2024 and 2024-2025) and with erosion in net worth less than 20% on a YoY basis.	Audited balance sheet for the last three financial years.
C. EXPERIENCE AND SERVICE CAPABILITY		
1	The Cloud Service Provider (CSP) must have provided Cloud services to at least five distinct clients in India within the five years immediately preceding the bid submission date. These clients may include private entities, Public Sector Undertakings (PSUs), Central or State Government Departments, or other organizations/agencies. Out of these five clients, the CSP must have served: (i) at least one client that is a PSU, Central Government, or State Government entity (Non-BFSI) and (ii) at least one client from the Banking, Financial Services, or Insurance (BFSI) sector. A single client may be considered for meeting both these specific sub-criteria (e.g., a public sector bank), if applicable; however, this does not imply any relaxation in the requirement of having served a minimum of five distinct clients in total, which must be independently fulfilled	Purchase Orders / Contract Agreement/ Credential letter is required to be provided from clients.
2	The proposed solution should have been provided as a service in at least one (01) BFSI organization in India. 1. DLP 2. End point Detection & Response (EDR) 3. ITSM tool 4. Application performance Management (APM) tool	Purchase Orders / Contract Agreements/ Credential letter is required to be provided by clients. The CSP need to submit the MAF (Manufacturer's Authorization Form) from the OEM of the proposed solution. It's not mandatory to have all applications implemented in same client

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. KFC reserves the right to verify

/evaluate the claims made by the Bidder independently. Any decision of KFC in this regard shall be final, conclusive, and binding upon the Bidder.

- In case the Bidder(s) is a 100% subsidiary/entity formed from parent company by way of re-organization/separation of business/ in case of business transfer where Bidder(s) has acquired a Business from an entity ("Seller"), bidder(s) can utilize the experience and credential of the parent company/Seller to the acquired business for the purpose of meeting the eligibility criteria of this RFP, provided sufficient documentary proof of re-organization/ separation/ business transfer is produced.
- Either the bidder as authorized partner of the OEM or OEM itself can bid but both cannot bid simultaneously for the said RFP. However multiple authorized partner can bid for the said RFP.
- If required supporting documents against each criterion are not attached clearly, KFC may ask further submission of documents within a deadline fixed by the tender committee. Non submission of the required document within extended time period, the bid shall be rejected and treated as null and void.

B (PREPARATION AND SUBMISSION OF RFP BID)

4. SCOPE OF WORK

KFC is intending to transform the customer acquisition, journey & life cycle management into a digitized model to improve customer experience. Accordingly, the institution is proposing to onboard a system integrator who has the capability and exposure in the field of implementing and managing a modern, up-to-date and industry standard Loan Life Cycle Management System which shall comprise of core applications and supporting applications.

The system integrator should be skilled & technically sound to execute the transformation plan end to end within stipulated timelines.

The solutions required by KFC are classified into Core Solutions and Supporting Solution and Infrastructure solution.

Core Solution	Supporting Solution	Infrastructure Solution
CRM	Budgeting and Forecasting	DLP for branch user endpoints
LOS	Document Management System	EDR for branch user points
LMS	Field Inspection App	IT Service Management Tool
Accounting System with GST and Treasury	Fixed Asset Management	Application Performance Monitoring
	HRMS and Payroll	
	Mobile Application (Customer Portal)	
	Web Portal (Customer portal)	

The implementation services includes, customization and parametrization as defined in

, Business Requirement Description, User Acceptance Testing (UAT), Testing, installation, production roll out, Go Live and Implementation across all branch/HO locations will be done by the Prime Bidder / OEM for the proposed solutions. The broad overview of the overall implementation model along with brief description of the core and supporting application is mentioned below:

1) Brief description of Implementation Model:

- a) Bidder is required to perform end to end activities related to implementation of the solutions mentioned above which includes designing, sizing, procuring, development, customization, configuring, parameterizing, implementing, integrating, training and maintenance of the proposed solutions.
- b) All software licenses acquired for the solutions developed for KFC must remain under KFC's ownership.
- c) The proposed solution must support seamless portability to any cloud or on-premises infrastructure without incurring additional licensing costs.
- d) The application OEM or bidder will be responsible for hosting the solution on an Infrastructure-as-a-Service (IaaS) model.
- e) Bidder is also required to supply, implement & maintain bandwidth & SDWAN solution for DC, DR & all branches. DC & DR should be on cloud.
- f) Bidder is required to test the security updates/ upgrades/ patches in the Test environment and is required to inform KFC of any security updates/ upgrades/ patches made available in the Solution procured through this RFP with the test results in every quarter. The bidder is required to implement the same in Production post confirmation from KFC.
- g) The bidder is required to perform the **data migration activities** and will be responsible for extracting, loading, and transforming the data in the proposed systems/ solutions. The bidder must liaise with the KFC IT team for data extraction. Data shall be provided to the bidder as extracted from the table, it is the responsibility of the bidder to transform and load the data and enable in validation the correctness of the data.
- h) Bidder should design, conceptualize, implement, and manage the technology architecture that provides for secure container-based data management, where encryption keys and Hardware Security Modules are controlled by KFC. The architecture should provide for a standard set of tools and processes to manage containers, images, and releases.
- i) The bidder should define the process and turnaround for returning the KFC collaterals and data held.
- j) Bidder is required to build interfaces/data transfer mechanisms and integrate the proposed applications with other applications and third party fintech and service providers.
- k) The bidder is required to roll out the proposed applications and provide handholding support.
- l) The bidder is required to provide **Training and Knowledge Management** to KFC's management and personnel designated by KFC.

- m) Bidder is required to provide helpdesk support from KFC's premises in Thiruvananthapuram, Kerala for the proposed applications. KFC reserves the right if needed to shift the location within Thiruvananthapuram during the contract duration, bidder must continue the services from new location at no additional cost to KFC.
- n) The bidder is required to provide facilities management services for all in-scope applications & infrastructure.
- o) Bidder is required to provide complete and detailed documentation of the in-scope applications and IT Infrastructure as per the requirements of KFC.
- p) Bidder must comply with the functional and technical specifications mentioned in Annexure 11.
- q) Bidder is required to provide RCA for all key issues for the in-scope applications and hardware within 48 hours of the issue being identified/ notified.
- r) The Bidder must ensure that the Performance and Customization review is performed annually by the Applications OEMs, not the Code Review.
- s) Bidder should ensure the following timelines are met for batch job processing during the contract period:
- EOD - 1 hours
 - EOM - 3 hours
 - EOQ - 4 hours
 - EOHY- 4 hours
 - EOY - 5 hours
- t) **Security Features**
- i. It is the responsibility of the bidder to ensure security features viz. audit trail, access control, password control, and report extraction control etc. in line with the IT & Security policies of KFC.
 - ii. It is the responsibility of the bidder to comply with the Government of India Guidelines and Act on DPDP and other acts/guidelines issued by GOI on regular basis.
 - iii. The proposed infrastructure & applications should also conform to standards of Government of India, and RBI Guidelines and their amendments from time to time.
 - iv. The bidder will be responsible for defining and regularly updating the baseline security standards in line with the above-mentioned security standards. It is the bidder's responsibility to ensure and incorporate all necessary security and control features within the application, operating system, database, etc. to maintain integrity and confidentiality of data.
 - v. The solutions shall ensure user level, data and information security as per KFC security policy.
 - vi. Bidder shall ensure that all in-scope applications & infrastructure should enable generation and monitoring of logs.
 - vii. The bidder shall ensure that all in-scope applications & infrastructure should provide comprehensive audit trail features, enable audit trail, and access control list generation.
 - viii. The system shall provide daily activity logs and history logs (6 months online, post which, the logs should be archived on tape).

- ix. Bidder should ensure support for recording of unsuccessful attempts to log-in to the system(s). Bidder to ensure that all system(s) shall provide tracking of the client's IP and network interface address.
- x. All applications should communicate within themselves using the secure tunnel only using encryption.
- xi. The Bidder will also be responsible for formulating detailed procedures for every service component offered to KFC.
- xii. The Bidder will be responsible for implementing the IT security policies drafted and provided by KFC sometimes. Any deviations to the policies provided by KFC shall be informed to KFC and approval shall be sought from KFC. The proposed infrastructure & applications should comply with KFC's security policy as approved by the board. The Bidder must make their best efforts to provide a workaround for any deviation.
- xiii. The Bidder will ensure that relevant and required logs for each item such as servers, databases, networks, and security are recorded and analyzed. Any suspicious or concerned activities should be immediately informed to KFC and corrective actions must be taken by the Bidder in concurrence with the CSP to resolve the issue. Bidder is required to provide security expert to resolve such issues identified/ notified.
- xiv. The Bidder should report and analyze security and other incidence and take corrective proactive measures to rectify the same immediately. The Bidder shall also proactively inform KFC of the occurrence of such incidences and breaches.
- xv. Bidder is required to perform security baselining, hardening, implementation of security related patches in OS or firmware before putting the application into production. VAPT or Application Security Testing would be done post implementation of security parameters. In case of there is an observation by testing agency, Bidder is required to perform the necessary changes to comply with the security parameters and Requirement as identified by testing agency within stipulated timelines.

*Bidder should provide software licenses with **comprehensive warranty for 1 year post Go-live and thereafter ATS/Subscription cost for the remaining contract duration.***

Rates provided by the bidder for the respective software, cloud services, and other services shall be used on a pro-rata basis for any additional software, cloud services, and/or services utilized by KFC during the contract period.

Bidder is required to design, size, supply, implement, deploy, parameterize, customize, interface / integrate, train, maintaining / maintenance of the defined list of applications & IT Infrastructures.

2) Brief Description of Core Solutions and Supporting Solution

- a) The proposed Solutions shall be a unified platform catering to all lending products (current & future) of KFC. The proposed solution shall digitalize entire life cycle of lending including (but not limited to) maintaining the lead capture, loan originations, application & data validation, in principle approval, application review, credit appraisal, sanction and sanction communication. The loan servicing, namely, loan booking, disbursal, demand, repayment, delinquency management, and collection integrated with other systems/modules, namely Document Management, Field Inspection.
- b) The proposed solution should be implemented for the following key product / facilities offered to the MSME segment of business. The industry or sector includes Manufacturing, Services like Hotels, Hospitals, Construction, Contractors, and Start-up firms.

S.No.	Products
1	Term loan for Manufacturing
2	Term loan for Service Industry
3	Contractor Loans
4	Contractor Bill Discounting
5	Working capital term loans
6	Chief Minister's Entrepreneur Development Program (CMEDP)
7	Letter of Guarantees
8	Letter of Credit
9	Trade bill discounting (TReDS)
10	Staff personal and housing loans

- c) The proposed solution should broadly cover the following but not limited to:
- i. **Lead Management & CRM that includes:**
- Lead acquisition
 - Lead nurturing
 - Lead conversion
 - Customer servicing

For detailed requirements, please refer CRM - FTR- Annexure - 11

- ii. **Loan Origination that includes:**
- Loan application
 - KYC validation
 - In principle approval
 - Business rule engine for eligibility and credit decision
 - Workflow
 - Loan application for sanction
 - Online document submissions

- Integration with fintech and third party for financial analysis, bank statement analysis, IT return analysis etc.
- Credit appraisal
 - Business rule engine
 - Workflow
 - Security evaluation (legal and valuation)
 - Credit appraisal memo
 - Credit rating
 - Credit decision
- Sanction
 - Sanction letter with covenants
 - Communication of sanction

For detailed requirement, please refer LOS - FTR- Annexure - 11

iii. Loan Management that includes:

- Loan documentation
 - e-signing
- Limit setup and loan booking
- Loan disbursal
- Loan demand
- Loan repayment
- Loan monitoring
 - Asset classification – standard, sub-standard
- Loan Recovery / NPA management
 - Suit filed cases
 - Revenue recovery, Sec 29 recovery, SARFEASI Act recovery

For detailed requirement, please refer LMS - FTR- Annexure - 11

iv. Human Resource Management that includes:

- Recruitment drive & complete onboarding process for new employees.
- Employee information management
- Payroll management - off roll & on roll staff.
- Leave & attendance management.
- Travel expense & reimbursement management.
- Performance appraisal & salary structure revisions.
- General administration.
- Exit management.
- Training program management system
- Dedicated portal/ window in overall HRMS solution for accessing various internal & external policies published from time to time relevant to various departments.
- Miscellaneous including Investment declaration & proof submission, Reward & recognition program.
- Integration with LMS for enabling Staff loan facility.

- Scope of above implementation include designing & implementing employee login portal as well as master login option for HR team.
- Relevant dashboards with respect to travel expense management, training program schedule, investment proof & investment declaration need to be made available for employee as well as admin from employer side.
- For other modules, dashboard can be provided to relevant administration team.

For detailed requirement, please refer HRMS and Payroll - FTR- Annexure - 11

v. General Ledger & Financial Accounting System that includes:

- General ledger/schedule
- Manage accounting – year end closing
- Account receivables.
- Statutory reporting systems.
- Accounting
- Accounting transactions
- Accounting – GST reports
- Accounting – general reports for ALCO management.
- Integration requirements – GST and ITR portals
- Banking feed integrations.
- Scope of above implementation include designing & implementing GL & Financial accounting management system.
- Proposed Treasury Applications required with below features.
 - a. Asset and Liability Management (ALM)
 - b. Risk Management
 - c. Investment and Borrowing Operations
 - d. Automation and Integration
 - e. Regulatory Compliance
 - d. Real-Time Analytics and Reporting
- As the user access would be restricted, login option would be applicable to administration teams like finance, accounting, Pay roll management. Maker checker option should be available in all the relevant modules like loan repayment (ie: repayment of various facility availed by KFC), funds release for disbursements, salary payments, vendor payments, expense reimbursement etc.

For detailed requirement, please refer Accounting System with GST and Treasury - FTR- Annexure – 11

vi. Mobile Application (Customer App) that includes:

- The mobile app shall support Android and iOS platforms and include the following core functionalities:
 - User Interface: Modern, responsive design with geo-tracking, multi-language support, dark mode, and accessibility compliance. The proposed solution should be an OEM supported solution and should not be a BETA version of any product.
 - Authentication: Secure login with multi-factor authentication, OTP, session management, and profile controls.
 - Loan Management: Dashboard for loan tracking, repayment via payment gateways, statement generation, and integration with backend systems.
 - Customer Services: Service requests (e.g., disbursal, foreclosure, NOC), feedback, and contact updates.
 - Support: Chat support, AI chatbot, call-back scheduling, FAQs, and ticketing system.
 - Notifications: Push and in-app notifications for updates and reminders.
 - Security & Privacy: End-to-end encryption, data protection, and secure session handling.
 - Performance & Analytics: Offline access, battery optimization, usage analytics, and real-time monitoring.
 - Compliance & Testing: Audit trails, data policies, and comprehensive testing across UI, security, and performance.

For detailed requirement, please refer Mobile Application (Customer) - FTR- Annexure - 11

vii. Web Portal (Customer Portal) that includes:

- The web portal shall provide secure, scalable, and user-friendly access to KFC services with the following core functionalities:
 - User Access & Authentication: Secure login, registration, session management, dual authorization (maker-checker), password security, and two-factor authentication.
 - Account & Loan Management: Real-time account and loan details, repayment schedules, transaction history, statement downloads, and online loan repayments.
 - Customer Service: Service request facility, chatbot support, online updates for customer details and KYC documents, and loan closure requests.
 - Audit & Compliance: Comprehensive audit trails, adherence to RBI guidelines, and logging of all user and transaction activities.
 - Integration: Seamless integration with KFC's internal systems (CFS, LMS, CRM) and external fintech platforms via APIs.
 - Web Design & Accessibility: Responsive design for mobile compatibility, screen reader support, high contrast modes, and personalization options.
 - System Capabilities: Scalable, platform-independent architecture with browser and device compatibility, and differentiated user experiences (corporate vs retail).
 - Alerts & Notifications: SMS/email alerts for login, rejections, unpaid installments, and personalized greetings.

For detailed requirement, please refer Web Portal - FTR- Annexure - 11

viii. Document Management that includes:

- Storage of all types of documents with indexing
 - Application related documents including property documents
 - Internal documents like sanction, other letters
 - Loan documents and agreements
 - Field inspection and other such reports
- Retrieval
- Access management and audit log of documents
- Integration with required application and processes

For detailed requirement, please refer DMS - FTR- Annexure - 11.

ix. Field Inspection Mobile Application that includes:

- Inspection at various stages
 - Pre-sanction
 - Pre-disbursal
 - Post sanction monitoring
 - Recovery
- Geo tagging, image upload and report
- Integration with LOS, LMS and DMS

For detailed requirement, please refer Field Inspection and Mobile Application - FTR- Annexure - 11

x. Budgeting and Forecasting that includes:

- The system shall support comprehensive budgeting, forecasting, and reporting processes with the following core functionalities:
 - Budget Inputs: Capture assumptions, KPIs, performance drivers, and budget parameters aligned with KFC's policy.
 - Access Control: Role-based access with edit restrictions post-submission unless approved.
 - Data Analysis: Incorporate internal and external data for trend analysis and regression-based forecasting.
 - Financial Forecasting: Project cash flows, contributions, and generate projected financial statements and trial balances.
 - Notifications: Automated alerts for budget calendar, submission reminders, approvals, and overspending.
 - Template Management: Dynamic templates for various budget types, revenue/investment projections, and multi-currency support.
 - Quality Checks: Built-in validations for inconsistencies, misalignments, and incomplete or unrealistic inputs.
 - Submission Workflow: Controlled submission/resubmission process with approval flows and supplementary budget support.
 - Data Aggregation: Real-time collation and consolidation of budget data across units, with support for merging/splitting.
 - Strategic Planning: Scenario planning, sensitivity analysis, cost allocation, and top-down/bottom-up target setting.

- MIS Reporting: Multi-level reporting (unit to organization), variance analysis, capital/project tracking, and export options.
- System Integration: Seamless integration with accounting, LLMS, and other CFS modules for data and reporting.

For detailed requirement, please refer Budgeting and Forecasting - FTR- Annexure - 11

xi. Fixed Asset Management that includes:

- The system shall manage the complete lifecycle of KFC's fixed assets with the following core functionalities:
 - Access Control: Role-based access for branches and departments with data entry rights.
 - Asset Lifecycle Management: Track assets from procurement to disposal, including acceptance, classification, and modifications.
 - Asset Master & Tracking: Maintain detailed master data, unique asset IDs, inspection records, installation details, and movement tracking.
 - Compliance & Legal: Manage insurance, tax alerts, pre-payment checks, and litigation tracking.
 - Contract Management: Track AMC/service contracts, SLAs, and generate alerts for renewals and expiries.
 - Financial Management: Handle depreciation calculations, multiple methods, payment terms, invoice records, and financial reporting as per Indian Accounting Standards.
 - Maintenance & Renovation: Record maintenance activities and calculate renovation costs.
 - Procurement & Project Management: Manage bills of materials, purchase contracts, and CWIP/real estate project details.
 - Valuation: Support asset revaluation with inputs from independent valuers.
 - Reporting: Generate detailed reports on asset age, depreciation, location, employee assignment, additions, derecognitions, obsolescence, and write-off

For detailed requirement, please refer Fixed Asset - FTR- Annexure – 11

3) Data Migration

KFC aims to ensure a seamless and accurate data migration process from existing systems to the new platform. The Bidder is responsible for performing the sizing and providing the infrastructure accordingly. The migration strategy will leverage an Extract, Transform, Load (ETL) approach, focusing on integrity, security, and minimal downtime.

Source Mapping: KFC will undertake the responsibility of source mapping. This includes identifying all relevant data sources, defining data extraction methods,

and ensuring that data is prepared for transformation according to the defined business rules and data standards.

Destination Mapping: The vendor is required to handle destination mapping, which involves defining the schema in the target system, mapping the transformed data to the destination database, and optimizing the data model for performance and scalability.

Bidder is required to perform the following task, but not limited to:

- a) Performing data mapping exercise between the existing solutions Vs new Solution
- b) Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
- c) Transform and load the data into the proposed solutions and related data storages.
- d) Performing data cleansing and removing data insufficiency while migrating to the proposed applications.

Data integrity checks: Pre-migration and post-migration data sets should be compared for data integrity issues.

Data integrity checks should check the following data parameters:

- a) Raw data integrity
- b) Business rules
- c) Log Tables
- d) Configuration/ Parameterization table

To ensure that the data in the new migrated environment qualifies the integrity and reliability tests and in case any errors or mistakes are identified, suitable counter measures are taken by Migration team for mitigating their impact.

- a) Identify the critical fields to be validated from the field in source system based on the experience of other migrations.
- b) Business rules verification.
- c) 100% of Configuration/parameterization table should be verified.
- d) Bidder appointed agency is expected to verify log tables and highlight various error logs if any, post migration.
- e) To provide an assurance that 100% data for critical fields has been properly identified and accurately and completely migrated to relevant data fields in the target system by understanding and validating the migration controls, performing independent verification of Data migrations.
- f) Review back-up procedure to ensure SI will provide assurance of availability of data under conversion ensuring that and not limited to that the data is backed up before migration for future reference or any emergency that may arise out of data migration process.
- g) Assessment of reliability of the financial data/ other critical data files
- h) Comparison of pre-migration and post-migration data for checking integrity issues.

Vendor deliverables:

- Develop and implement an ETL pipeline that supports incremental data loading, error handling, and reconciliation mechanisms.
- Provide documentation detailing the ETL architecture, data flow, and mapping logic.
- Collaborate with KFC's IT team during the source mapping phase to ensure alignment with the existing data architecture and compliance with data governance standards.
- Conduct thorough testing, including unit testing, system integration testing, and user acceptance testing (UAT) to confirm the accuracy and completeness of the data migration.
- Offer training and support to KFC staff to facilitate a smooth transition and ongoing maintenance of the ETL system post-implementation.
- Overall Migration Plan
- Migration Approach for each application, if applicable
- Migration Approach including but not limited to Transaction Data, Profile & Policy data comprising of User Credentials etc.
- Mapping table highlighting the field level mapping of existing and new fields. Table and schema level mappings
- Schedule of Migration for each activity/ application
- In case of discrepancy in data, Bidder will provide a dashboard wherein the customer wise confirmation on the required data done by Branches will be reflected.
- Fall back/ roll back plan in case of any Disaster. In case of fall Back/Roll Back required in the event of unsuccessful migration/issues in the migrated application(s), the bidder is required to roll back/fall back to the previously stable version/platform/framework (reverse migration) at no additional cost to KFC. If reverse migration is required, the Bidder must obtain approval/confirmation from KFC.
- Dependencies/ Preparation/ Readiness required from KFC
- Data migration audit strategy.
- Migration process review report
- Field wise Exceptions reports (pre & post)
- Data migration testing along with the scripts, testing status, risk categorization, impact etc.
- Final compliance report, post migration.

4) Interfaces & Integration

Integration with Banks - NBFCs in India can access secured customer account data from banks, but this is done through a regulated and consent-based mechanism called the Account Aggregator (AA) framework, introduced by the Reserve Bank of India (RBI). Account Aggregator (AA) network, which is

a digital data-sharing system that allows financial institutions (including nationalized banks) to share customer financial data securely and only with customer consent.

As a non-banking financial institution, KFC also faced limitations in offering working capital loans due to the absence of direct control and visibility over customers' current accounts. To overcome this, KFC partnered with City Union Bank to gain secure access of the customers' current account data exists in City Union Bank.

This system enables periodic monitoring of drawing power and stock levels, ensuring better credit management. Through API integration, KFC's systems can now perform the following operations on customers' current accounts to check:

- ✓ Initiate debit and credit transactions
- ✓ Modify the customer's drawing power
- ✓ Freeze and unfreeze the account
- ✓ Access of end-of-day (EOD) account balances
- ✓ Monitor real-time account transactions

Being the existing facility for secured access of customer's current accounts, KFC will continue this arrangement with the new solution provider also. In the future, other banks may also be added through partnerships with KFC for similar arrangements.

The successful bidder must ensure that this provision is included in their proposal and must exercise the in-depth understanding during the BRD (Business Requirement Document) and SRS (Software Requirement Specification) phases. The successful bidder to implement AA integration and manage technical compliance to deliver this within the RFP defined scope.

Whenever new banks are added in the future for same kind of arrangements, the bidder may proceed with the integration as a change request, based on the mutually agreed per man-days efforts. KFC will support the successful bidder in establishing these arrangements with the proposed bank and will act as the Single Point of Contact (SPOC) between the successful bidder and the respective banks to get this done.

Integration/Interfaces with External Applications

Each module of the proposed applications shall support integration with various external systems through APIs. KFC will require all such existing integrations as needed during the project tenure. The APIs mentioned must be delivered and integrated along with the proposed LLMS and other in-scope applications to KFC.

The interfaces which are required by the KFC must be appropriately sized, designed, developed, tested, installed, implemented and maintained by the bidder throughout the contract duration. This is to ensure full compliance with

the functional, technical, integration, and interfacing requirements outlined in the RFP.

The bidder must ensure that the implemented solution is integrated with all required KFC and third-party applications. Any third-party applications or technologies shall be thoroughly tested by the bidder and a report of the same must be submitted to KFC prior to deployment. The required APIs must be provided during the project tenure at no additional cost.

As part of the scope of work, the successful bidder shall be solely responsible for integration of the list of interfaces that currently used by KFC and which has been also mentioned in the **Section A Overview**. These integrations must be provided in real time and completed prior to the Go-Live of the LLMS (LOS, LMS, Accounting). Only the per-transaction cost (if any) should be included in the bidder's technical proposal. This cost will not be considered in the commercial evaluation of the RFP. However, integration remains within the scope of this RFP.

Aadhar-Data Vault Integration

The bidder is required to provide integration for Aadhaar Validation within the scope of this RFP. KFC has opted to utilize the centralized Aadhaar Data Vault facility provided by The Kerala State IT Mission, which offers a secure infrastructure using state-of-the-art technology for storing Aadhaar numbers and related data.

For brief background, The Kerala State IT Mission currently uses the Aadhaar Data Vault as a secure, centralized repository to ensure privacy and security within the state's e-governance systems. This vault functions as an abstraction layer, minimizing the exposure of Aadhaar numbers across the IT ecosystem and reducing the risk of unauthorized access. The Aadhaar Data Vault is made available to government institutions in Kerala through the Kerala State IT Mission. The ADV is a secure, centralized repository for storing encrypted Aadhaar numbers, and it's designed to help government applications comply with Aadhaar regulations and enhance data security.

The bidder must outline the technical prerequisites and specifications required for integration with the State IT Mission's Aadhaar Data Vault. KFC will facilitate and ensure all necessary approvals and technical support for the smooth integration process, as needed.

5) Quality Assurance

The bidder shall be responsible for testing the system and ensuring that the performance, stability, continuity, reliability, etc. remains intact. The bidder shall prepare test cases and perform thorough testing. The test cases, testing automation scripts, root cause analysis, bug fixes, workarounds/ troubleshooting

measures for non-fixable issues and other testing activities related to different types of testing (functional, system performance, load/stress, volume, UI, exception handling, compatibility, etc.) should be documented, signed off and shared with KFC. The Bidder shall also define and document the entry and exit criteria for SIT and UAT. It is the sole responsibility of the bidder to fix all the discovered issues during the testing performed. The indicative list of activities includes but not limited to the following:

a. Test Preparation

- Design Testing strategy for UT, SIT, load testing and as required by KFC
- Setting up of test environment which consists of IT infrastructure, software, and applications.
- Preparation of test data for all combinations to be tested
- Identification of test cases/scripts for which an automated script can be created, if applicable
- Dry run test cases/scripts to verify that test cases are executing properly
- Finalize test plans / scripts / data

b. Test Execution

- Retest of failed test cases / scripts or modified scripts for testing the defect / deviation correction, if applicable
- Recording, tracking, and reporting all defects/deviations, as well as resolving script and test defects.
- Test results to be provided in an agreed-upon format that meets the standards and criteria specified by KFC
- Final executed test scripts to be provided in a format that meets the standards of KFC
- Review and/or approval of the test results based on criteria defined in KFC standards for executed test scripts
- Test summary report, including scanned copies of executed test scripts, consisting of screen prints and reports, in a format acceptable to KFC
- Recommendations for the system, i.e., observations of system usability, suggested enhancements, and performance improvement

c. Unit Testing

- Unit testing of all the development, customizations, and configurations
- Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load, Volume, Stress tests, GUI test, Compatibility tests, Exception Handling tests, Data Migration testing, Maintenance tests, Sanity tests, Installation test, Exploratory tests and other applicable tests
- Unit testing logs after the final modification to be submitted to KFC.
- Independently testing the customer interface for its working and subsequent sign off from KFC
- Individual test cases developed after the final modifications must be shared with KFC for necessary approvals & sign-off.
- Documentations for workarounds and troubleshooting measures taken in case of non-fixable bug or issues.
- User usability testing – Usability testing allows bidder to conduct user

research with participants in their natural environment to test interaction and identity issue with navigation and layout.

- Upon successful unit testing, the bidder will proceed to SIT

5.1) System Integration testing

The Bidder should integrate the software with the Third-party agencies (Regulatory & statutory agencies, FINETCHs & partner Integrations) as per the requirement of KFC and carry out thorough system integration testing. The Bidder should also conduct functional testing to verify that each function of the software application operates in conformance with the requirement specification.

System integration testing will be followed by user acceptance testing for all applications.

Integration and System testing (SIT)

- The bidder shall test and ensure the performance, stability, reliability, request/response time, compatibility, etc. of all the interfaces between all the applications leveraged for the digital Core lending eco-system.
- The bidder shall fix all the discovered issues during the system testing and UAT phase related to the interfaces. The bidder shall perform end-to-end system testing to ensure all the connected applications are appropriately operating.
- The bidder should integrate the software with the systems of KFC, NBFC and 3rd party system.
- The system and integration testing includes Interface/integration tests, Functional tests, Resilience tests, Operational tests, Load, Volume, Stress tests, GUI test, Data Migration, Compatibility tests, Exception Handling tests, Maintenance tests, Sanity tests, Installation test, Exploratory/ADHOC tests, etc.
- All integrations between Core Lending solution, Email, SMS, FINTECH & other solutions should be thoroughly tested.
- The service request / response time for all the respective interfaces should be bench marked, documented, and submitted to KFC.
- The Bidder is required to develop test cases, test scripts, provide test plans related to testing of all the interfaces between applications ecosystems.
- Set up and document all test data as described in the test scripts.
- Document steps for which integration of each component shall occur in the project's test plan.
- Perform integration testing iteratively with increasingly larger and more complex combinations of components.
- Verify the end-to-end process to confirm that fully integrated features behave according to specification.
- Perform negative testing.
- Document all test results and any deviations discovered.
- System integration testing will be followed by user acceptance testing, a plan for which must be submitted by the Bidder to KFC.

- The bidder shall perform Unit testing & System integration testing and submit their reports, findings, issues, etc. to KFC.

5.2) User Acceptance Testing (UAT)

- The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests etc.
- The bidder shall provide necessary information, tools and scripts to KFC users and their appointed consultants/Bidders.
- The bidder will provide necessary on-site training to enable KFC and its appointed Bidders.
- The Bidder should carry out the load testing once the solution is deployed and submit the results to KFC.
- If the load testing results do not comply with KFC requirements, the Bidder shall provide and perform the necessary rectifications. The test scenarios should be created, reviewed, and verified by the bidder and OEM and submitted to KFC for review.
- The Load testing must be performed on the UAT signoff solution (including the customization performed specifically for KFC). Any performance bottleneck must be resolved.
- The bidder will Set-up of regression/automated test software and other tools, be licensed for KFC use and the bidder to implement-operate-transfer to KFC team.
- The bidder will prepare test cases, testing methodology and testing strategy for all the tests to performed submission to KFC for sign-off.
- The bidder will Create of test data required by KFC to perform User Acceptance Testing (UAT).
- Test plans, test cases, and test scripts for user acceptance testing to be provided by the bidder.
- Documentation of all test results, including any deviations discovered in UAT by the bidder.
- During the UAT testing, KFC will notify the Bidder at regular intervals in writing.
- The bidder must fix these bugs, carry out necessary rectifications and deliver patches/version towards changes effected.
- KFC shall accept the application software only after the critical or major Bugs are fixed, which are then ready for production Implementation.
- KFC may conduct reviews/audit, at its discretion, of the proposed solution and IT infrastructure during the contract period.
- The Bidder during the UAT stage shall submit the requirement traceability matrix and mapping of FRSM with the implemented solution.

5.3) Data testing

Data testing with the help of automation tool on pre & post migration state of data is part of the scope of the bidder. The bidder will have to report on field level variances, if any.

Based on the contents of the RFP, the bidder will be required to arrive at Test Methodology in consultation with KFC, based on a standard which is suitable for KFC.

5.4) Bidder will be responsible for performing the below activities for testing

- a. Development of suitable testing methodology/ testing strategy document
- b. Development of test cases in consultation with KFC. The bidder has to provide already prepared test cases to KFC (negative & Positive) which KFC may approve/ modify before execution.
- c. Development of test calendars.
- d. Development of entry and exit criteria for testing.
- e. Development of detailed test cases in UAT environment.
- f. Train KFC's team in test cases development and testing methodology.
- g. Test application software for functionality, operational convenience, security and controls. This will also include positive and negative cases for each type.
- h. Execution of all the test cases.
- i. Record test results against the test cases tested.
- j. The testing should also ensure conformity to:
 - All customized menus and reports are working as per the SRS and BRD document provided by the Bidder.
 - All customized Interfaces are working as per the SRS and BRD document provided by the Bidder.
 - All functionalities are working properly as per the SRS and BRD document provided by the Bidder.
 - Gaps identified.
 - Interface testing with all types of transactions pertaining to that interface.
- k. Point out gaps, errors, bugs during testing.
- l. Document the gaps, errors and bugs observed during testing.
- m. Maintain a track of errors, bugs and customization requests and their resolutions'.
- n. Explain bugs, errors and gaps to KFC and application Bidders.
- o. Follow up with Application vendor for fix or patch.
- p. Re-test the gaps, errors and bugs after rectification.
- q. Assist in Sign – off on the customization.
- r. Assist in Sign – off on user acceptance test.
- s. Submit all documents on methodology, strategy, test cases, test documentation, customization requests, solution etc. to KFC.
- t. Conduct unit testing, integration testing of the entire functionality of the solution.
- u. External testing agency and the bidder together will be responsible for end-to-end testing and UAT activities within scheduled timelines.
- v. Testing must include test cases on calculation and application of charges, EOD / BOD, interest application, batch job execution, month end / half year end and

yearly EOD / BOD, demand generation response time etc.

- All testing will be carried out with resources provided by the BIDDER in coordination with KFC.
- Acceptance testing shall broadly cover the testing of functionalities, migrated data (pre and post migration), and all interfaces to verify that the proposed solution conforms to the business & technical requirements and Gap analysis Report, Bandwidth, and response time.
- Bidder must fix the bugs, carry out necessary rectifications and deliver patches/version towards changes which would be reported by external agency and KFC.
- KFC shall accept the application software only after critical or major Bugs are fixed and are ready for production Implementation.

6) Regulatory Compliance, Security, and System Maintenance

- a) Bidder to arrange for any updates/upgrades required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory & statutory authorities towards compliance as part of ATS & AMC at no extra cost to KFC for the entire contract period as per the timelines defined by RBI/ Govt. of India/ regulatory & statutory authorities. It is the sole responsibility of the bidder to assist KFC in meeting and complying with the Guidelines/Notifications of regulator & statutory authorities by making necessary changes within the time frames defined by regulator & statutory authority. Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to KFC, provided such guidelines were brought to the notice of bidder, shall be imposed on the bidder for reason solely attributable to the bidder.
- b) All requirements identified by KFC in the RFP and/or requirement communicated by KFC till SRS signoff are to be implemented by the bidder, at no additional cost to KFC. Any requirement pertaining to regulatory & statutory requirement, cyber security, data security, cloud security and cloud hosting highlighted, advised, or published by KFC, regulatory & statutory body and GOI must be provisioned & implemented by bidder during the contract period at no additional cost to KFC.
- c) The Bidder must fix any vulnerabilities/ bugs/issues in the platform at no additional cost during the entire contract tenure. These vulnerabilities/ bugs/issues can be detected by KFC or can be a finding of any internal or external audit conducted by KFC or its auditors periodically during the contract period.
- d) Bidder shall maintain the solution at both DC and DR of CSP as per the provisions of the RFP.
- e) Bidder shall ensure that only its authorized employees/representatives access KFC Specific infrastructure and applications.
- f) Bidder shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of KFC data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which KFC representative may inspect. Bidder shall facilitate and/ or

handover the Device to KFC or its authorized representative for investigation and/or forensic audit.

- g) Bidder shall be responsible for protecting its network and subnetworks, from which remote access to KFC network/KFC specific data access is performed, effectively against unauthorized access, malware, malicious code, and other threats to ensure KFC information technology system and data is not compromised while using remote access facility. Bidder should put in place mechanism/tools/solutions to identify all the remote-access devices attached/connected to the KFC systems.

7) Cloud Setup & Management as Infrastructure as a Service (IaaS)

7.1. The broad Scope of Work is as follows:

1. KFC wishes to on-board a Bidder/Services provider who provides separate isolated infrastructure for 5 years (post go-live) for hosting all the core and supporting solutions. The same will be extendable contract expiration on mutually accepted terms & conditions.
2. Entire solution needs to be on a dedicated to KFC and no other client should be hosted on this environment provisioned for KFC.
3. The Bidder will be responsible for provisioning the required cloud IT infrastructure at DC & DR site for Hosting the KFC applications.
4. The bidder shall implement the cloud IT infrastructure using the Infrastructure as a Service (IaaS) model wherein:
 - a. Infrastructure as a Service (IaaS): The Bidder/Services provider shall provide the compute, storage, networks, and other fundamental resources to deploy and run the core and supporting solution as per bank's requirements.
 - b. The Bidder shall be responsible for managing and controlling the underlying Cloud infrastructure including operating systems, storage, network, security, etc.
5. The Bidder shall be responsible for provisioning required compute infrastructure (server/ virtual machines), storage, network & security requirement and services for hosting core and supporting solution which includes Active Directory, DNS, Antivirus, Backup solution, ITSM tool, Proxy etc. Presently KFC does not have Active Directory implemented. Hence, Active Directory implementation & configuration till branch PCs will be bidder's responsibility.
6. The Bidder shall maintain DC and DR for the required infrastructure adhering to all measures as listed below to ensure seamless data recovery.
 - The Bidder shall provision all the required Cloud infrastructure at DC & DR site.
 - The Bidder shall be responsible for provisioning adequate Internet & MPLS bandwidth and connectivity at the DC & DR, including termination devices (SDWAN), for end users to access the core and supporting solutions. KFC will continue to use their existing email solution through centralized/decentralized internet gateway.
 - The Bidder shall ensure that appropriate security controls for physical and logical security are in place at Cloud DC and DR.

- The Bidder shall ensure DC and DR sites in different seismic zone within Indian geographical borders.
 - The Data Center has to be Tier/Rated III certified Data Center by Uptime or EPI or TIA Datacenter certifying authorities.
 - The logical architecture of DC & DR at a minimum should be divided into different sub-networks separated through switches, firewalls and IPS. The logical separation of these sub-networks must be done through VLANs and Sub-Netting. The major classification of sub-network must be at least:
 - o Different Zone's like (MZ & DMZ) to be created for Application, DB Server and Antivirus and only web facing application servers to be in DMZ and rest servers like DB server to be in MZ zone.
 - o Separate DMZ for AD, Test & Development and Training Servers should be proposed.
 - o Separate Management Network for managing the complete Cloud Infrastructure.
 - o Private Network - Logically separated to enhance security for LLMS, Intranet, SMTP server for mails, DNS/DHCP and other supporting.
 - o Access control mechanism as defined in the standard security policy of the bank must be implemented at the network, OS, DB and application system levels.
 - Bidder to provide network connectivity, bidder to propose two separate link at each branch one should MPLS and the other should be internet. Each of these links to be on Fiber or RF last mile excluding any type of 3G/4G/5G connectivity. The DC & DR should have these connectivity on fiber and should have dual last mile for each link. The network connectivity will have SDWAN component for providing segregated bandwidth for various applications. Bidder should propose branch bandwidth based on requirement of core and supporting solutions. List of SDWAN features are mentioned in the subsequent section of this RFP.
 - o Bandwidth aggregation across Primary and Secondary connectivity.
 - o Dedicated bandwidth provision at application level.
 - o Traffic priority based on application
 - o Traffic analysis & provisioning through centralized controller
 - The Bidder shall ensure data is successfully replicated between the DC and DR and as per the required specifications of KFC.
 - The Bidder shall ensure that the DR is established at an appropriate geographical location separate from the DC site in a different seismic zone with low risk of natural disasters as per Government regulations.
 - The DC and DR are required to be set up within India only.
 - Bidder should be responsible for implementation & management of all links and SDWAN components till the branch router.
9. The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.

10. The Bidder should provide bulk email solution to be integrated with CRM, LOS, LMS for to enable automated and secure email communications. This integration is essential for sending notifications, alerts, document confirmations, and status updates to applicants, internal users, and third-party stakeholders. The domain used by Kerala financial corporation is @kfc.org. It should have ability to configure and manage dynamic email templates with placeholders for dynamic data. Email templates will be discussed with selected Bidder at later stage.
11. The Bidder/Services provider shall provide backup solution for all the in-scope applications
12. The Bidder shall provision monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder.
13. The Bidder shall be responsible for ensuring security KFC's applications and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices/ Tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection and vulnerability protection through implementation of proper patches and rules.
14. The Bidder shall offer DR as a service for all resources offered on primary DC site. The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. The RPO (Recovery Point Objective) shall be <=15 minutes and RTO (Recovery Time Objective) shall be <=60 Mins.
15. The infrastructure provisioned by the Bidder must be scalable and shall allow KFC to add/reduce cloud resources on demand basis.
16. The solution needs to provide the ability for Bank's IT Administrators to provision the services via a Web Portal (Self Provisioning) and monitoring to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
18. The Cloud infrastructure and bank's data must be maintained ONLY at the location of the identified Cloud hosting site.
19. Data can only be moved to other site in case of any emergency with prior approval of KFC.
20. The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:
 - Server Provisioning (including HA)
 - Storage & Backup Requirements
 - Network interfaces requirement
 - Network throughput requirement

- Security provisioning
 - Adequate Power and Backup requirement
 - Failover mechanism for replication links
21. On acceptance of implementation plan by KFC the Bidder shall implement the cloud solution and offer for testing.
 22. The bidder should provide periodic (at least half-yearly) bank-specific data dump to KFC in a specific format.
 23. The bidder should restore the data dump twice in a year.

7.2. Operational Acceptance of Cloud

1. Operational Acceptance will only be provided on Go-live of core and supporting applications from DC & DR. Mock DR drill to be done before go-live of LLMS.
2. After the Operational Acceptance has been completed, the Bidder may give a notice to KFC requesting the issue of an Operational Acceptance Certificate. KFC will:
 - a) Issue an Operational Acceptance Certificate, OR
 - b) Notify the Bidder of any deficiencies or other reason for the failure of the Operational Acceptance Tests
3. Once deficiencies have been addressed, the Bidder shall again notify KFC, and KFC, with the full cooperation of the Bidder, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Bidder shall notify KFC of its request for Operational Acceptance, KFC shall then issue to the bidder the Operational Acceptance, or shall notify Bidder of further deficiencies, or other reasons for the failure of the Operational Acceptance Test.
4. If the System or Subsystem fails to pass the Operational Acceptance Test(s) even after 3 unsuccessful attempts, then KFC may consider terminating the Contract and if the Contract is terminated the Performance Bank Guarantee (PBG) will be forfeited.

7.3. Maintenance & Support of implemented Cloud

1. The Bidder's responsibility shall be responsible for 24x7x365 days support for KFC Cloud infrastructure including branch connectivity up to SDWAN level for 05(five) years from the date of Go-live. The maintenance and support will include following activities -
 - a. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
 - b. Monitoring, management and troubleshooting of entire Cloud infrastructure in DC & DR.
 - c. DC, DR & Branch links utilization report.
 - d. Ensuring uptime & utilization of the connectivity availed at DC, DR & branch sites.
 - e. Monitoring & management of SDWAN devices at DC & DR site and also at all the locations of all DCCB banks & its branches

2. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of bidder. It shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the bidder half yearly to check disaster preparedness.
3. The Bidder shall conduct vulnerability and penetration test (from a third-party testing agency which may be CERT-IN empaneled) on the Cloud facility every 6 months and reports should be shared with KFC. The Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to KFC except for any new device or tool or service is required to be newly provisioned to mitigate the observed threat, vulnerability from the VAPT test carried out or as per any new guidelines from RBI or ISO 27001 guidelines released from time to time, in such cases KFC may ask for price discovery of any such new device or tool or service from multiple vendors and decide the lowest price and bidder will have to accept it and implement such solution for KFC in the provisioned Cloud Infrastructure.
4. Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the DC, DR & branch Site will be supported by the Bidder for the entire contract period at no extra cost to KFC.
5. Bidder is required to provision additional VM's when the utilization exceeds 80%.
6. On expiration / termination of the contract, Bidder to handover complete data in the desired format to KFC which can be easily accessible and retrievable.
7. MIS Reports - Bidder shall submit the reports on a regular basis as per the required formats from RBI. The Bidder shall workout the formats for the MIS reports and get these approved by KFC after awarding the contract. The following is only an indicative list of MIS reports that may be submitted to KFC:
 - a. Monthly Reports.
 - i. Utilization report of DC, DR & branch links & network components
 - ii. Summary of resolved unresolved and escalated issues / complaints.
 - iii. Component wise server as well as Virtual machines availability and resource utilization
 - iv. Consolidated SLA / Non- conformance report.
 - v. Summary of component wise uptime.
 - vi. Log of backup and restoration undertaken
 - vii. Log of preventive / scheduled maintenance undertaken
 - viii. Log of break-fix maintenance undertaken
 - ix. All relevant reports required for calculation of SLAs.
 - b. Quarterly Reports
 - i. Summary of systems rebooted.
 - ii. Summary of issues / complaints logged with the OEMs.
 - iii. Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.

- iv. Hypervisor patch update status of all servers (physical & Virtual) including the Virtual Machines running.
 - v. Consolidated component-wise availability and resource utilization
 - vi. All relevant reports required for calculation of SLAs
8. The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by KFC.

7.4. Infrastructure

1. The infrastructure provisioned by the IaaS provider should adhere to the sizing mentioned by the application OEM for KFC. The application OEM should validate the proposed infrastructure quoted by IaaS provider and certify the same as sufficient based on the transaction volume (mentioned in RFP) & LLMS TPS envisaged by KFC for next 5 years. The OS & RDBMS instance proposed shall be the latest version from OEM and supported by proposed applications quoted.
2. The bidder will be responsible for implementation, configuration, troubleshooting & management of compute, storage, backup, Network & security components at DC & DR. All OS, Patch, Antivirus, HIPS and application update will be responsible of bidder throughout the contract tenure.
3. Bidder will also be responsible for Active directory setup combining of DC, DR & branch desktops for KFC.
4. Bidder will be responsible for antivirus management till the branch desktops.
5. Supply of necessary Physical servers / Virtualized Servers and Setting up of separate database instance running on the server hardware for KFC.
6. The bidder shall provide separate instances for at least Training (DC only), UAT (DC only), Report (DC & DR) and Production (DC & DR) for the proposed applications.
7. Setting up of Disaster Recovery Centre (DRC) with all the necessary connectivity and redundancy. Disaster Recovery set up shall be providing 100% capacity of the Data Centre.
8. Performing DR Drills on half yearly basis or suggested by regulatory body and submission of reports indicating success/ failure, remedies etc. For the purpose, the SOP may be so prepared to achieve RTO of 60 minutes and RPO of 15 minutes. However, the replication in DR should be real-time so as to be as close to zero with respect to RPO.
9. Setting up of DC and DRC with all security infrastructure including Firewall, IPS, WAF, Antivirus, HIPS, Application Load balancer, configuring DMZ and MZ etc. as per the latest regulatory guidelines. The bidder needs to keep himself updated with the latest guidelines issued by the regulators from time to time and necessary changes /updates to be made without waiting for intimation from the KFC for the required updates. However, downtime, if any, in the services would have to be decided in consultation with KFC.
10. The bidder needs to facilitate physical access to Data Center for the IS Auditors identified by KFC, regulators and other authorized persons of the KFC. The auditors to be allowed to run their own tools on the hardware provided for this

project or provide necessary tools for extracting required inputs. The Bidder to also permit forensic audit of the hardware/ software whenever required.

11. Setup a centralized ITSM tool for KFC with a dashboard accessible through web browser for checking utilization of components & links, Ticket logging & tracking, for KFC.

7.5. Wide Area Network

1. Setting up necessary networks required at DC and DRC and branches including HO and other administrative offices up to SDWAN device level.
2. LAN (at Bank HO & Branches) will be the responsibility of KFC.
3. Installation of a minimum of 2 Mbps as Primary MPLS Connectivity on fiber or RF(Excluding 3G/4G/5G).
4. Installation of minimum 2 Mbps Secondary Internet connectivity on fiber or RF(Excluding 3G/4G/5G). The Carrier/ network provider has to be definitely other than that of the Primary Connectivity.
5. Network connectivity of at least 10 MBPS or more bandwidth in Head Office of the Bank as required for smooth running of application,
6. To ensure SDWAN component in the network for providing segregated/dedicated bandwidth for specific applications.
7. To provide Network Monitoring Console at Head Office of KFC to monitor availability of network and also the bandwidth available at each branch.

For detailed requirement, please refer SDWAN - FTR- Annexure - 11

7.6. Backup and Restore Management Services

The Bidder shall define data backup and recovery requirements. These requirements should cover the following at a minimum:

1. Identify the data backup technique which best suits the needs of KFC for each application / server.
2. Install, configure, test and manage any tools that may be required for data backup and recovery, such as those for writing the same data to multiple storage devices at the same time.
3. Restore data to the database, as appropriate while ensuring that there is no loss of information / data.
4. Development of procedures and templates. Periodically conducting restoration drills, recording the results and reporting the results to KFC.
5. Execute backup and recovery procedures.
6. Restore required files and data sets.
7. Performing mock system failure and then data restoration drills on periodic basis
8. The Backup window should be 2 hours and restoration window should not be more than 4 hours.

9. The Bidder to propose backup solution accordingly at DC & DR. The expected data backup interval and data volume is mentioned below for sizing of solution. However, Bidder may propose higher sizing with adequate justification.

Description	Total Data Retention	Total Data Copies	Remarks
Daily (Incremental) Backup	7	0.07	Assuming 10% data change
Weekly Full Backup	5	5	
Monthly Full Backup	4	4	
Quarterly Full Backup	5	5	
Yearly Full Backup	2	2	Milestone Backup
Total copies needed		16.07	
Expected Data Volume in Storage (in TB)		Bidder to propose	
Total Data size (in TB)		Bidder to propose	
Expiring buffer @20%		Bidder to propose	
Dedupe ratio		1:5(approx.)	
Recommended min capacity (in TB)		Bidder to propose	

7.7. Endpoint Detection & Response/Protection

1. Solution should strengthen end point security solution with improved visibility and new technical controls to detect and prevent from advanced sophisticated attacks, Browser based attacks and corporate credential theft.
2. Solution must detect and block access to phishing sites. Solution should not be only dependent on URL reputation- based Techniques to identify phishing URL's
3. Solution should support Next generation technologies for the detection of advanced sophisticated attacks.
4. Solution should have intelligence to detect and prevent browser-based attacks.
5. Solution should have capability to detect and prevent different exploit techniques.
6. The solution must have inbuilt ransomware detection mechanism. The solution must be able to identify 0-day attacks.
7. The solution must be able to proactively block Command and Control communication from the Endpoint and stop exfiltration of data.
8. The solution must be able to Record and store endpoint system-level behaviors.
9. The solution must be able to remediate the infection in at least two ways: automatic remediation and manual remediation.

10. The solution must be able to remediate the infection and provide rapid response.
11. Should have capability to identify and trace malicious ransomware payloads and PowerShell obfuscated code injections into memory & registry.
12. Shall have facility to clean, delete and quarantine and restore the virus, malware, and ransomware affected files. Should support scanning for ZIP, RAR compressed files, and TAR archive files. Should support online update, whereby most product updates and patches can be performed without affecting the normal operations. Must update itself over internet for virus definitions, program updates etc. (periodically as well as in push-updates in case of outbreaks).
13. The Solution should have interface to search for IOCs provided through the endpoint management UI. The search will return a list of all endpoints which match the IOCs
14. The solution should be proposed with Onsite centralized management with detailed report generation and logging facilities.
15. Bidder must consider deploying the solution in KFC's DC(HA) and DR (standalone).
16. The Proposed solution must be able to handle the minimum 600 endpoint load and proposed DC, DR servers from day one of deployment with the provision to upgrade, add license and application version with same hardware/server sizing for a period of 5 years.
17. Analytic engines should inspect device activity to uncover a broad spectrum of suspicious behavior and detect threats including both file-based malware and file-less attacks.
18. Behavior-based detection results should map to the MITRE ATTACK framework, supporting a consistent process to determine the phase of a threat, its associated risk, and to prioritize response.
19. The solution should have AI-powered investigation engine which gathers and processes artifacts to make sense of alerts.
20. The solution should be able to take a snapshot of a device on-demand, capturing a comprehensive view of active processes, network connections, services, and autorun entries. The admin should be able to capture snapshots on monitored systems.
21. The solution should be able to configure users and roles. The solution should be able to create different roles for Administrator and Security Analyst.
22. Should be able to trace the threats from the time when it first affected the device.
23. The solution should be able to alert regarding all the detections that are found suspicious allowing fast visibility on the details of the process that generated this detection.
24. The solution should be able to quarantine, stop process, remove process from multiple devices at the same time.

25. The solution should help analyze how the threat occurred in the system and what triggered it. We should be able to view historical data collected from all the devices in last 4 hours, 24 hours or upto 30 days.
26. The solution should be able to show files read, moved, executed, modified, deleted and attribute changed on a particular device in a particular time frame.
27. The solution should be able to show Network Connections, Service Changed, Admin/Hacking tools, Script Written and DNS requests made by the device in a particular time frame
28. The solution should be able to show lists the DLLs that are loaded by processes and lists the activities performed by Windows Management Instrumentation (WMI) service on a particular device in a particular time frame.
29. Should be able to use the real-time Search to search for information about a specific threat or alert in real time.
30. The solution should display action history performed by admin/analyst including list of threats, investigation name, the time when an action was taken, the type of action taken, status of an action, and the number of affected devices.
31. The solution should be able to send notifications to devices when the devices are quarantined and when the quarantine status is removed from a device. The message should be customizable.
32. The solution should collect Browser Download information including file downloaded, URL from where file was downloaded, size of file, user profile and when download started.
33. The solution should collect Browser History information including URL visited, last visit time and browser used.
34. The solution should collect file information including file name, directory path, File size, md5, DES-3, AES, sha256 and sha1 hash and user executing the process.
35. The solution should show the IP addresses and host names from hosts file on Windows & RedHat Linux.
36. The solution collects information regarding used USB mass storage devices on managed devices including serial number, last time the device was plugged and user that mounted the device.
37. The solution collects information regarding Windows registry data from devices including keypath, key value, value data and value type.
38. The solution should support Windows, RedHat Linux and Ubuntu.
39. The solution should support storage of historical endpoint data for atleast 90 days.
40. The solution should be able to provide historic user logon activity for a particular endpoint in a specific time frame.
41. The client should have password protection from unauthorized uninstallation.
42. Product upgrades should be easily downloadable from the OEM Official Website

43. The OEM should provide a service which delivers the latest OEM product information by email — patch and upgrade notification; and critical alerts that require immediate attention.
44. OEM Must have technical support team in India.
45. The solution should be able to provide real time email alerts.
46. The solution should be able to provide pre-defined and customized report as per requirement for audit and internal reporting purpose.
47. Agent must be lightweight, present evidence of average CPU, memory, and disk use during different activities.
48. Solution is configurable for minimal system resource utilization.
49. The solution allows upgrade to newer version without performing reboot.
50. Then solution package size will include only the relevant components for deploying in a single installer.
51. When performing upgrades, the solution will download only the accumulated changes from the installed versions.
52. The solution must continuously collect system events necessary for detection and analysis. Vendor must list specific items that are collected in real time (data collected through post event scripts or live interaction with host is covered in separate requirements). e.g., must include but not limited to process events, filed registry, modifications, network connections, cross process activity, command line, windows events, DNS queries & response.
53. Solution must continuously monitor and report finding as quickly as possible. If an endpoint cannot immediately report findings. results must be stored locally until the can be uploaded to the solution central management system.
54. Solution must be able to immediately apply preventive controls.
55. The solution must include an option for host isolation to isolate or allow a specific host (access to network). That under malware attack and poses a risk of propagation.
56. The solution will be able to whitelist / blocklist applications.

7.8. Data Leak Prevention (DLP)

1. The solution should cover both Active and passive FTP including fully correlating transferred file data with control information and have the ability to monitor popular IM protocols (AIM, Yahoo, MSN, IRC), Mails and properly classify tunneled IM traffic (HTTPS).
2. The solution should be implemented for all endpoints & servers.
3. The solution must have Identity and Role Based policy capabilities that integrate with AD/LDAP/HR database. The solution should be capable of "Segmentation of Duty" (SoD) based Enforcement of Information Security and the solution should enforce "Automatic Access Control" on Data and Information.
4. The solution must be able to apply different policies to different employee groups. The solution should have a comprehensive Information Classification methodology that would be readily deployable. The solution MUST use

automated policy mechanism and should have built-in Automated Policy Synthesis mechanism.

5. The end point solution should inspect data leaks from all portable storage and to keep track of what data users are taking from and to their work computers on any kind of portable storage device. The end point solution must monitor and control various storage devices including USB flash drives, CD/DVD, external HDD, card readers, Zip drives, digital cameras, smartphones, PDA, MP3 players, Bluetooth etc.
6. End point DLP agent should support network offline mode to access a specific device when a client computer is disconnected from a network and The endpoint solution should encrypt information copied to removable media
7. The solution should be able to classify unstructured data, namely word/excel/PowerPoint/pdf documents and MS Outlook emails. The solution should be able to label the documents in headers/footers with a pre-selection capability for either header or footer or both. The solutions should be able to insert metadata tags in the documents and emails which can be read by DLP Solutions
8. The solution should be able to uniquely tag each classified document. The solution should be able to track initial classification and reclassification events at both document and central logging level. The solution should trigger classification for document on Save, Save As, Print etc. and should be configurable using a management mechanism
9. The solution shall ensure the enforcement of classification and should not allow user to bypass classification option in the said documents types using MS and Open Office and MS Outlook. The solution should have capability to detect differential classification between an email and it's attachments and block the email from being sent
10. The solution should have some guidance mechanism while user selects a classification level, to inform the users what is the context of a said classification level as per organization's policy. The solution should enable the classification of Word, Excel and PowerPoint documents from within Microsoft Office.
11. The solution should be able to identify information like Aadhar, Passport numbers, credit card information for automated classification thru either inbuilt capability or should have capability to define regular expressions. The solution should suggest a classification based in content, but should allow user to change the classification if required by taking a justification for the same and recording it in logs.
12. The solution should support the ability to warn or prevent users from sending password-protected Microsoft Office documents via email. (The metadata in password-protected Office documents is encrypted, so this capability provide an alternative way to enforce policy.) The solution should provide a pre-built starter set of reports for the reporting database (in Excel) and Views and documentation to enable customers to write their own reports.

7.9. IT Service Management (ITSM) Tool

KFC intends to implement a comprehensive IT Service Management (ITSM) tool.

The proposed ITSM should be able to monitor and manage the Data Centre and DRS Operations. The ITSM solution should be hosted only in DC in standalone mode. It should come as bundled cost with rental cloud charges. No additional cost will be paid for installation or hardware.

The following capabilities are expected in the proposed ITSM Tools:-

- Service Desk, Incident, Problem, Knowledge and Change Management
- Service Level Management, Monitoring, Reporting & Alerting
- Performance monitoring and alerting.
- Network and Server Management
- Service Management
- Security and Compliance Management, reporting and alerting
- Dashboard Reporting
- Asset management

For detailed requirement, please refer ITSM Tool in - FTR- Annexure - 11

7.10. Application Performance Monitoring (APM) Tool

KFC intends to implement a comprehensive Application Performance Monitoring tool for its core and supporting solution.

- The proposed solution must support agent-based and agent-less monitoring, be OTEL-compliant, and provide end-to-end observability across infrastructure, applications, and business transactions.
- It should enable real-time monitoring of financial and non-financial transactions, support granular tracing across all hops, and offer contextual insights into performance deviations and failures.
- Key capabilities must include:
 - Role-based access control, centralized configuration via a web-based UI, and DC-DR replication.
 - Advanced analytics using logs, traces, metrics, and network throughput, with support for custom DB queries and alerting/reporting.
 - Machine learning-based anomaly detection, automated incident creation, and integration with ITSM systems.
 - Support for multiple data ingestion formats (SOAP, REST, XML, etc.) and domain-centric adaptors for LLMS channels.
 - Application Performance Monitoring with stack traces, latency breakdowns, and root cause analysis across tiers.
 - Infrastructure Monitoring covering hosts, containers, network devices, and middleware, with SNMP support and orchestration layer integration (Kubernetes/OpenShift).
 - Security compliance including AES-256 encryption, SSL transmission, and on-premises deployment.

- The solution must be scalable, environment-agnostic (on-prem/private cloud), and capable of handling billions of transactions daily. It should provide custom dashboards, automated reporting, and multi-channel alerting.

8) Escrow Arrangement

- The Bidder shall inform KFC about the software (supporting and core solutions) if any developed by the Bidder/anyone supplying through the Bidder and customized to the requirements of KFC.
- The Bidder will place the Source Code (and the procedures necessary to build the source into executable form) along-with flow diagrams and technical write up for the Software, within Thirty (30) days of commencement of the implementation in escrow with a reputable agency acceptable to both the parties. The modalities of the versions to be kept can be finalized at the time of lodging the software for escrow. Where the code is not owned by KFC, then, in such cases, KFC shall obtain a certificate from the application developer stating that the application is free of known vulnerabilities, malwares and any covert channels in the code.
- The escrow will be released to KFC in the event of the Contract being terminated for either default or Insolvency of the Bidder or should be Bidder cease or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be affected by the agent within 15 days of receipt of written demand from the purchaser, therefore.
- The cost of verification of the software payable to Escrow Agent and annual subscription fee shall be payable by the selected bidder or owner of the software meaning that KFC shall not be liable to pay any amount to Escrow Agent taking from verification to its annual subscription to updation fee.
- The application software should mitigate Application Security Risks; at a minimum those discussed in OWASP top 10.

5. WARRANTY AND ATS

The software will be under warranty for a period of one year from the date of Go live during which the successful Bidder will be required to resolve all the issues free of cost.

Post Warranty, the successful Bidder has to provide uninterrupted ATS for the project period. As the Go live date for various modules may be different dates, the successful Bidder shall have arrangements to provide for ATS support for application software(s) and cloud setup till the end of the project period i.e. Last Module Go live date + 4 years. charges for the broken period shall be payable on pro rata based on last year's AMC charges of respective module/hardware.

Repairs and Maintenance

During the terms of this agreement the successful bidder agrees to maintain the Hardware, OS, Data Base, Application Software, Interfaces and other 3rd party utilities supplied with the proposed solution. The bidder must ensure that the hardware or software supplied by them should not become end of life/support (EOL or EOS) before the completion of the whole project period.

The Bidder must ensure that hardware equipment or software supplied should not reach 'End-of- Sale' for next two years and 'End-of-Support'/ 'End-of-Life' as mandated by the respective OEM within Seven years from date of Purchase Order.

Guarantees on Software and Hardware

The successful bidder shall guarantee that the software / hardware / RDBMS / Other related suits supplied to KFC are licensed, legally obtained and will not require any further licensing costs, other costs or any other software/hardware purchase to meet the above-mentioned guarantees.

6. IMPLEMENTATION SCHEDULE

The maximum project implementation period is stipulated for 12 months, as shown below:

Activity	0 Day	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
Project Kickoff													
BRD Sign Off of Core and Supporting Applications													
Commissioning of resources for DC & DR. Readiness for Product Deployment													
Base Product Installation and Product Walkthrough of Core and Supporting Applications													
Mock Migration of Core and Supporting Applications													
UAT of Core and Supporting Applications													
Final Migration													
Go – Live of Core, Supporting Applications and Infrastructure Applications													
Stabilization Period													

Assumptions: The project will commence from the day the Prime Bidder signs the contract within 14 days of issuance of work order and mobilize resources for the project within 21 days of issuance of work order. Once the official kickoff is performed by the Bidder the implementation phase will commence. Bidder to strictly adhere to the phase bound timeline and monitor the penalty clauses.

**Gap study/analysis and recommendations performed by KFC's consultants for all relevant business units and processes will be provided to the Successful Bidder at the start of the project.*

**All the applications and services (core, supporting, infrastructure) go live is expected to be completed within nine months of contract start date and the overall project is expected to be completed within twelve months of the contract start date.*

The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of

the purchase contract and any delay in completion of the obligations by the bidder will enable KFC to resort to any or all of the following provided that the bidder is first given a 30 days' cure period to remedy the breach/ delay:

- i) Termination of the purchase agreement fully or partly and claim liquidated damages.
- ii) Forfeiting of Security Deposit/Performance Bank Guarantee
- iii) However, KFC will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period if KFC intends not to take both or either of the above two steps in case of a particular delay.

7. PAYMENT TERMS

The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. In case of delays or defaults on the part of the Bidder, KFC shall have the right to withhold payment of the effected product and/or service due to the Bidder or withhold the payment of the disputed amount. Such withholding of payment shall not amount to a default on the part of KFC.

KFC will release payment within 30 days of receipt of Invoice and along with all other supporting / required documents for all undisputed cases. In case of any disputed amount, the payment will be released within 30 days of resolution of the dispute.

The scope of work is divided in different areas and the payment would be linked to delivery, acceptance, and sign-off by the respective official of KFC for each area as explained below with reference to the Annexure- 2 Commercial Bill of Material and Bill of Material in excel.

The Bidder shall raise any invoices only after sign-off for the related deliverables/Services.

The component wise payment will be as mentioned below:

FMS Payment Term

The annual amount to be paid towards application management services cost would be divided into 4 equal installments, to be paid quarterly at the end of each quarter. The first quarter would begin after the successful completion of the transition i.e., post-GO LIVE. In the first year, the payment will be released pro-rata basis.

Quarterly pay-outs for ongoing Services will be made to the successful bidder on the basis of resources and corresponding invoices raised for each quarter, adjusting the applicable penalties.

The bidder is required to provision resources as per the "Commercial Bill of Material". The resources will be deployed and should be available during office hours (mutually agreed Timeframe) or suggested by KFC at Head Office or any place suggested by KFC time to time. No extra charges will be paid if resources are deployed other than KFC Head Office for the entire contract tenure. If in the future, the bidder requires more resources, than mentioned in the bill of material, to manage the same scope of work for the mentioned applications or to adhere to the SLAs, then the bidder will provide the resources at no additional cost to KFC.

Any addition/reduction in the resources for addition/deletion in the scope of work will be on a pro-rata basis derived from the existing Bill of Material.

Bidder should factor all costs including on-site deployment, Project Management, SLA adherence etc. while quoting in the Commercial Bill of Material.

In case of any of the personnel deployed at KFC project leaves the organization, then the replacement of the resource (PM/L1/L2) shall be equal or more in experience and qualification than the existing resource. Also, the replacement resource shall be deployed one month prior to the exit of the existing employee. Also, the existing resource shall provide the complete handover to the new resource. The decision of KFC shall be final with respect to onboarding of the resource.

The bidder shall obtain approval from KFC for each personnel prior to the actual deployment. Bidder must submit copies of the qualifications, experience, and certifications of the personnel to be deputed on this assignment on its letterhead and KFC may conduct an interview of the resources on a case-to-case basis. KFC shall retain the right to deny any personnel of the bidder to take up this assignment.

The FMS Resource cost will locate centrally which will be mutually agreed post finalization of the bidder.

Application Payment Term

The application cost will be applicable for all applications comprising of

- **Core Applications:** CRM, LOS, LMS, Accounting System with GST & Treasury
 - **Supporting Applications:** Budgeting and Forecasting, Document Management System, Field Inspection App/ Mobile application for field agent users, Fixed Asset Management, HRMS & Payroll, Mobile Application (customers), Web Portal (customers)
-
- 20% of the license cost will be paid on delivery of licenses of applications to KFC and installation of base version of the relevant applications and sign-off from KFC.
 - 30% of the license cost will be paid on UAT sign-off from KFC.
 - 40% of the License cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KFC.
 - 10% of license cost on 2 months completion post Go-Live which includes successful smooth run and sign-off from KFC.
 - Any addition/reduction in the licenses will be on pro-rata basis arrived from the submitted Bill of Material

The license cost should not include the ATS Cost.

ATS Cost for Core and Supporting Application Software

- ATS (post warranty) cost for Core and Supporting Application Software will be paid quarterly in arrears.
- Application warranty will be for 1 year for all the applications which will start post successful production Go-Live and sign-off from KFC.
- ATS cost for each year of applications should not be less than 20% of its license cost.

Training Charges

- 100% of each type of training charge will be paid after the completion of the particular training schedule, submission of training material with attendance sheet, feedback forms and the sign-off from KFC. Training will be held at the KFC's HO and not in bidder's/OEM's office.
- Same training charges shall be applicable for any periodical training throughout the tenure of the project if needed by the KFC.

Implementation Cost

The implementation cost of all core and supporting applications:

- 25% of implementation cost will be paid post submission of UAT Sign-off by KFC.
- 60% of the implementation cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KFC
- 15% of implementation cost will be paid after 2 months of successful Go-Live, acceptance and Sign-off by KFC.

Migration Cost

- 30% of migration cost of the applications will be paid after UAT and Migration audit compliances performed and Sign-off from KFC. Migration Audit will be performed by KFC.
- 70% of migration cost of the applications will be paid after GO Live along with Migration Report and Sign-off from KFC.

Onetime Cost for Establishment of DC-DR for cloud setup

- 20% of Infrastructure cost will be paid post setup of infrastructure for base product installation and sign-off from KFC.
- 20% of Infrastructure cost will be paid post successful completion of UAT of applications and sign-off from KFC.
- 40% of Infrastructure cost will be paid once successful DR Drill and post Go-Live of Core and Supporting Applications.
- 20% of Infrastructure cost will be paid two months post go-live and sign-off from KFC.
- The bidders must establish network connectivity between bidder's certified DC/DR with KFC's Head office.
- DC-DR Connectivity and internet bandwidth required for core and supporting applications hosted at bidder's DC/DR must be provisioned by the bidder and there should be no issue regarding the internet bandwidth availability and utilization without any additional cost to KFC.
-

Recurring Cost for DC-DR Cloud Setup including Infra solutions (DLP, EDR, APM, ITSM)

- ❖ To be paid quarterly in arrears post Go-Live of Core Solution, Supporting Solution.

Note:

1. Also, the payments for each quarter (as applicable) will be made only after the acceptance of the milestones and relevant activities/deliverables for that quarter. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
2. The bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/deliverables / activities set out in the Project Plan and therefore any delay in achievement of such milestones/deliverables / activities shall automatically result in delay of such corresponding payment.
3. The bidder is required to provision infra resources for the current quantity of core and supporting applications mentioned in the Bill of Material. Bidder and Consortium Partner to size the requirement accordingly based on the business portfolio given.
4. The price would be inclusive of all applicable taxes under the Indian law like customs duty, excise duty, import taxes, freight, forwarding, insurance for transit & till installation, delivery, etc. but exclusive of only applicable GST & cess which shall be paid / reimbursed on actual basis on production of bills. Any increase in these taxes will be paid in actuals by KFC or any new tax introduced by the government will also be paid by KFC. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to KFC whether claimed by KFC or not. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty or excise tax. KFC will not pay any out-of-pocket expense.
5. Any objection / dispute to the amounts invoiced in the bill shall be raised by KFC within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), KFC will make payment within thirty (30) Working Days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.

Milestones of Payment

Milestone	Timeline	Payment Component	Payment to be Paid
Before Go - Live			
Milestone 1 (Setup Cost)	Within 3 months of contract signing	Application License Cost	20% of the license cost will be paid on delivery of licenses of applications to KFC and installation of base version of the relevant applications and sign-off from

Signoff)			KFC.
		DC-DR for cloud setup	20% of Infrastructure cost will be paid post setup of infrastructure for base product installation and sign-off from KFC.
Milestone 2 (Post UAT Signoff)	Within 8 months of contract signing	Application License Cost	30% of the license cost will be paid on UAT sign-off from KFC.
		Implementation Cost	25% of implementation cost will be paid post submission of UAT Sign-off by KFC.
		Migration Cost	30% of migration cost of the applications will be paid after UAT and Migration audit compliances performed and Sign-off from KFC. Migration Audit will be performed by KFC.
		DC-DR for cloud setup	20% of Infrastructure cost will be paid post successful completion of UAT of applications and sign-off from KFC.
Milestone 3 (Go-Live Signoff)	Within 9 months of contract signing	Application License Cost	40% of the License cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KFC.
		Implementation Cost	60% of the implementation cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KFC
		Migration Cost	70% of migration cost of the applications will be paid after GO Live along with Migration Report and Sign-off from KFC.
		DC-DR for cloud setup	40% of Infrastructure cost will be paid once successful DR Drill and post Go-Live of Core and Supporting Applications.
		Training Cost	100% of each type of training charge will be paid after the completion of the particular training schedule,
Milestone 4 (Post Go - Live Signoff)	Within 11 months of contract signing	Application License Cost	10% of License cost on 2 months completion post Go-Live which includes successful smooth run and sign-off from KFC.
		Implementation Cost	15% of implementation cost will be paid after 2 months of successful Go-Live, acceptance and Sign-off by KFC
		DC-DR for cloud setup	20% of Infrastructure cost will be paid two months post go-live and sign-off from KFC.
Post Go Live 1 st Year			
Recurring Charges	Quarterly	Facility Management Service	Quarterly FMS charges for resources for Application Management Service
		DC-DR Cloud Setup	Quarterly in arrears including Infra solutions (DLP, EDR, APM, ITSM)
Post Go Live 2 nd Year Onwards			
Recurring Charges	Quarterly	Facility Management Service	Quarterly FMS charges for resources for Application Management Service
		DC-DR Cloud Setup	Quarterly in arrears including Infra solutions (DLP, EDR, APM, ITSM)
		ATS for Application License	ATS (post warranty) cost for Core and Supporting Application Software will be paid quarterly in arrears

8. PAYMENT AND TAXES

- a) The scope of work is divided into different areas and the payment would be linked to delivery and acceptance. Payments will be made subject to LD/penalty/compliance of Service Levels defined in the RFP document.
- b) The Bidder must accept the payment terms proposed by KFC. Any deviation from the proposed payment terms would not be accepted.
- c) The payments will be released only through NEFT / RTGS, and the Selected Bidder must provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, etc.
- d) 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. Any increase in GST will be paid in actuals by the organization or any new tax introduced by the government will also be paid by the organization. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to KFC. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and an increase in custom duty. KFC will not pay any out-of-pocket expenses. The Selected bidder will be entirely responsible for license fee, road permits, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by KFC including incidental services and commissioning.

Goods and Services Taxes (GST) and its Compliance

- e) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Service Provider shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- f) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- g) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the organization by way of commensurate reduction in the prices under the GST Law.
- h) If a Service Provider is backlisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
- i) KFC shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

9. SERVICE LEVEL EXPECTATIONS AND PENALTY

Project Management Office

The Bidder is required to propose a project team including Project Manager. This team should have experience of a similar system implementation. From KFC's side, Project Management Office will be established at Kerala Financial Corporation, IT Division, Vellayambalam, Thiruvananthapuram, Kerala – 695033. KFC has appointed a Project Management Consultant firm who will entirely manage and oversee the project implementation. Resource deputation will be done at mentioned location. However, in scenarios where resources are deployed other than KFC Head Office no extra charges will be paid for the entire contract tenure.

Execution of Contract, SLA & NDA

The bidder and KFC should execute

- i) Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by KFC.
- ii) Non-disclosure Agreement.
- iii) The bidder should execute the contract/SLA, NDA, and submit PBG within **14 (fourteen) days** from the date of KFC issues Purchase order to Bidder.

Signing of Contract, NDA and submission of PBG has to be completed within 14 Days (including holidays) with KFC failure to which 0.5% of the TCO amount will be charged from the Bidder (for which Bidder is responsible) per week with a maximum capping of EMD amount which will be forfeited.

Project Commencement

The successful Bidder shall mobilize resources to the Project Management Office of KFC within **21 Days** from the date of KFC issues Purchase order to Bidder to kickoff the project and commence the BRD/SRS phase. Failure of which INR 1,00,000/- will be charged per week from the Bidder to a maximum capping of EMD amount which will be forfeited. Once the project kickoffs EMD will be released for all the Bidders.

Commencement of Implementation Phase(s) Milestones(s)

Implementation schedule has been given in the RFP document. Bidder to adhere to that plan. Any delay in commencing the key activities for which Bidder is only responsible will attract penalties to INR 1,00,000 per week of Delay which will be adjusted from the payment milestone for those activities. No explanation will be entertained from Bidder if there is any delay for execution from OEMs for which Bidder is only the authorized Implementation Partner.

Failure to meet Implementation Phase(s) Milestone(s)

If the Bidder fails to achieve implementation milestones which is in line with the payment milestone defined in the RFP, a penalty of 5% will be deducted from the missed milestone's each week of delay, subject to a maximum penalty of 20% of the Total Contract Value amount. In case there is delay of more than 2 months for an implementation milestone then KFC has right to review the contract for additional penalties / termination or execute exit management.

Post Go-Live

Uptime of individual **core solutions and supporting solutions**

Sl. No	Uptime availability	Penalties
1	Uptime >= 99.9%	No Penalty
2	99.50% <= Uptime < 99.9 %	0.5 % of total cost of monthly cloud cost + 2% ATS of the specific application monthly Payment
3	99.00% <= Uptime < 99.50	1.0 % of total cost of monthly cloud cost + 5% ATS of the specific application monthly Payment
4	Uptime < 99.00%	2.0 % of total cost of monthly cloud cost + 10% ATS of the specific application monthly Payment

In case there is 10% deduction for two subsequent quarters then KFC has right to review the contract for additional penalties / termination or execute exit management.

The system should be capable for keeping online data and should provide purging & archival of data during the contract period. The response time at server end should be always less than 2 seconds. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.9% and response time < 2 seconds) the bidder shall have to provide additional hardware, software without any additional cost to KFC. The hardware proposed for the solution as part of this RFP should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilization levels at any given point in time during the contract Period.

The percentage uptime is calculated on monthly basis as follows:

$$(\text{Total contracted hours in a month} - \text{downtime hours within contracted hours}) / (\text{Total contracted hours in a month}) * 100$$

Service Level Description	Measurement	Minimum Service Level	Measurement Tool	Penalty
Database Response Assessment	End to End response time within DC (from the Core applications and Portal to the respective Database and back) should be <10 ms (mile seconds) during business hours	100%	Application Performance Tool	For each 0.25% drop in the service level during business hours, penalty would be @1% (One Percent) of the monthly IaaS cost.
Application response time	This is the time taken from submission of any request by end-user – to - response of the request to the end user	100%	Application Performance Tool	For each 0.25% drop in the service level during business hours, penalty would be @1% (One

	Response time < 2 sec			Percent) of the monthly IaaS cost.
Page Transition	Time taken for page transition Response time < 2 sec	100%	Application Performance Tool	For each 0.25% drop in the service level during business hours, penalty would be @1% (One Percent) of the monthly IaaS cost.

The uptime and penalty for the links are mentioned below-

Service Level Description	Measurement	Minimum Service Level	Measurement Tool	Penalty
MPLS & Internet links availability at DC & DR	Uptime to be considered on monthly basis for MPLS & internet links (Combined uptime of Dual last mile)	99.95%	ITMS- NMS Tool	For each 0.1% drop in the service level, penalty would be 0.1% of the monthly IaaS cost.
Branch link availability	Uptime to be considered on monthly basis for each branch (till it's branch router from the DC & DR)	99.8%	ITMS- NMS Tool	For each 0.1% drop in the service level, penalty would be 0.1% of the total monthly Dual connectivity charges.

End of Day batch processing

End of day batch processing comprises of the batch processes that come under "end of day" or "begin of day" jobs that are run on the applications. The beginning of the end of day processing is dependent on completion of related processing in other applications in Customer's IT landscape. The batch processes have additional processing load on end of month, end of quarter, or end of year. Hence a separate SLA is defined for these days.

- EOD – To be completed within 1 hours to 1.5 hrs failure to which Rs 1,000 will be imposed as penalty for each day end batch process of delay
- EOM – To be completed within 3 hours to 3.5 hrs failure to which Rs 5,000 will be imposed as penalty for each month end batch process of delay
- EOQ – To be completed within 4 hours to 4.5 hrs failure to which Rs 10,000 will be imposed as penalty for each quarter end batch process of delay
- EOHY- To be completed within 4 hours to 4.5 hrs failure to which Rs 10,000 will be imposed as penalty for each half year end batch process of delay
- EOY - To be completed within 8 hours to 10 hrs failure to which Rs 50,000 will be imposed as penalty for each year end batch process of delay.

Facility Management Service

Once go live of application, the services should be available on 24*7*365 basis.

The selected bidder is expected to response and resolve issue within prescribed time frame based on the severity description decided by KFC mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

- **Critical:** Any problem due to which Business transactions & Customer servicing are getting hampered. Failure of any of the middleware/interface component due to which the business facing solution is not functioning.
- **Key:** Any incident pertaining to User Management, or performance degradation of a system, with a workaround available, but still impact business operations significantly.
- **Significant:** Any incident which is not defined as "Significant" or "Key" and for which an acceptable (by KFC) workaround has been provided or Any problem which does not have any major impact on daily operation however the same need to be resolved on priority.

Response/ resolution time for technical problem in Application & infrastructure

Sr. No.	Type of Incident	Response Time	Workaround Time	Penalty
1	Critical	15 minutes from call logged	<= 0.5 Hours	<ul style="list-style-type: none"> Incident Management: Critical Incidents to be addressed within 15 minutes of the occurrence of the issue and a workaround is to be provided within 30 minutes to mitigate the issue. Resolution for the issue is to be provided within 24 hours (maximum 1 day) of the occurrence of the issue. Penalty for Core Applications: The bidder will be liable to pay a penalty of Rs. 10,000/- per day for the delay in providing permanent solution beyond the resolution time of 1(one) day. Penalty for Supporting Applications: The bidder will be liable to pay a penalty of Rs. 5,000/- per day for the delay in providing permanent solution beyond the resolution time of 1(one) day.
2	Key	30 minutes from call logged	<= 6 Hour from the time of incident logged at the Helpdesk	<ul style="list-style-type: none"> Incident Management: Key Incidents to be acknowledge within 30 minutes of the occurrence of the issue and a workaround is to be provided within 6 hours to mitigate the issue. Resolution for the issue is

				<p>to be provided between 24 to 48 hours (maximum 2 days) of the occurrence of the issue.</p> <ul style="list-style-type: none"> • Penalty for Core Applications: The Bidder will be liable to pay a penalty of Rs. 7, 500/- per day for the delay in providing permanent solution beyond the resolution time of 2(two) days. • Penalty for Supporting Applications: The Bidder will be liable to pay a penalty of Rs. 4000/- per day for the delay in providing permanent solution beyond the resolution time of 2(two) days.
3	Significant	45 minutes from call logged	<=2 Days from time of incident logged at the Helpdesk	<ul style="list-style-type: none"> • Incident Management: Significant Incidents to be acknowledge within 45 minutes of the occurrence of the issue and a workaround is to be provided within 2 days to mitigate the issue. Resolution for the issue is to be provided within 4 days of the occurrence of the issue. • Penalty for Core Applications: The Bidder will be liable to pay a penalty of Rs. 5,000/- per day for the delay in providing permanent solution beyond the resolution time of 4(four) days. • Penalty for Supporting Applications: The Bidder will be liable to pay a penalty of Rs. 3000/- per day for the delay in providing permanent solution beyond the resolution time of 4(four) days.

10. DEADLINE FOR SUBMISSION OF RFP BIDS

- Bids must be received by the organization at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- In the event of the specified date for submission of bids being declared a holiday for the organization, the bids will be received up to the appointed time on the next working day.

- The organization may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the organization and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- Any Bid received after the deadline for submission of Bids prescribed in the RFP, will be rejected and returned unopened to the bidder.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the organization, prior to the deadline prescribed for submission of Bids.
- No Bid may be modified after the deadline for submission of Bids.
- No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.
- The Bidder should submit its modified Bid in completeness as a replacement for its previous Bid.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

12. BID PRICE & PERIOD OF VALIDITY OF INDICATIVE BID

- Tender validity period - Indicative Bids should be valid for 120 (One Hundred and Twenty) days from the last date of RFP submission. A Bid valid for a shorter period may be rejected by KFC as non-responsive. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.
- The organization may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.
- The organization reserves the right to call for fresh quotes any time during the validity period, if considered necessary.
- The Bidder shall indicate the unit prices and total Bid Prices of the equipment's/ products and services; it proposes to provide under the Contract.
- The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.
- The prices quoted will be exclusive of all applicable taxes. The total price quoted must be inclusive of the cost of supply, installation and providing services during the service period.
- The acceptance of the Purchase Order (PO) should be submitted within 5 days of PO (Purchase Order) along with an Authorization Letter. In the absence of above information, a Bid may be considered incomplete and summarily rejected. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.

- Bidder shall carry out the supply, installation, and commissioning of the product/service/solution strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the work duly operable and safe as per the best industry practice.
- The prices shall be quoted in Indian Rupees (INR) only (without decimal places) and shall not have any effect from variations / fluctuations of any other currency.
- The price charged by the bidder for the services performed to fulfil the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.
- The Contract price shall be the only payment, payable by the organization to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.
- The organization shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the organization.

13. FIRM PRICES

Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges, etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.

14. FORMAT AND SIGNING OF BID

- The Bidder shall submit only one original set of the Bid. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.
- The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initially led by the authorized person or persons signing the Bid. The Bid should be a complete document and should be bound as a volume.
- The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by KFC shall be final, conclusive and binding on the Bidder.
- Each page should be stamped and initialed by an authorized signatory. The Bidders shall seal and mark the Bid accordingly.

15. LOCAL CONDITIONS

- It will be imperative for each Bidder to fully acquaint himself with the local conditions and factors which would have any effect on the performance of the contract and/or the cost.
- The Bidder and any of their personnel will be granted permission by KFC to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.

- It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. KFC shall not entertain any request for clarification from the Bidder regarding such local conditions.
- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by KFC and that neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by KFC on account of failure of the bidder to appraise themselves of local laws/conditions.

16. TENDER DOCUMENT FEES & EARNEST MONEY DEPOSIT (EMD)

The Bidder shall pay, tender document fee of **Rs.10,000/- plus GST @ 18%** and EMD of **Rs.10,00,000/- (Rupees Ten 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.

The proposed EMD amount can be furnished in the form of: Direct remittance to KFC as mentioned in e-tendering portal by NEFT/RTGS/IMPS.

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.

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.

MSME having valid Udyam certificate will be exempted from Tender Document Fees and EMD.

17. PERFORMANCE BANK GUARANTEE(PBG)

Performance Guarantee

- a) The Successful Bidder shall furnish the performance bank guarantee within 14 days of the receipt of acceptance by KFC, as per the tentative format given in Annexures, failing which EMD will be forfeited.
- b) The value of the Performance Bank Guarantee will be 10% of the total contract value.

- c) The performance bank guarantee (PBG) should be issued by a scheduled commercial bank and directly forwarded to KFC.
- d) The Performance Bank Guarantee (PBG) should be valid for a period of **66 months (60 months of contract duration and 6 months of claim period)** from the date of issue of PBG. The PBG will have to be renewed/ resubmitted with fresh validity and claim period in case of extension of the contract.
- e) The proceeds of the performance security shall be payable to KFC as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract. Penalties, if any will be recovered from the payments in case Performance Guarantee amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up/ replenished back to the initial amount deposited within 10 days of such penal deductions, etc. being affected.
- f) Failure of the Successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event KFC may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by KFC shall be final, conclusive and binding on the Bidder.
- g) The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach/violation there of shall entail termination of the Contract without prejudice to the other right of KFC including but not, to the right to levy/ impose and recover penalties as specified in this RFP or Contract.

18. INTEGRITY PACT

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-15 on duly stamped on Rs 500 stamp paper. Integrity pact should submit by all participating bidders at the time of submission of bid documents or as per satisfaction of the organization. The Non submission of Integrity Pact as per time scheduled prescribed by KFC shall be relevant ground of disqualification to participating in Bid process.

19. MONITORING

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the organization and by the RBI. The periodicity of these audits will be decided at the discretion of KFC. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls.

To the extent that KFC deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the organization's representatives access to the service provider's facilities, installations, technical resources, operations, documentation,

records, databases and personnel. The Bidder must provide KFC access to various monitoring and performance measurement systems (both manual and automated). The organization has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

20. PUBLICITY

Any publicity by Bidder in which the name of KFC is to be used should be done only with the explicit written permission of the organization.

21. SUBSTITUTE OF PROJECT TEAM MEMBERS

During the assignment, the substitution of key staff identified for the assignment 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 organization by providing other staff of the same level of qualifications and expertise.

22. ADHERENCE TO LAWS AND STANDARDS

- a) The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations, and subject matters of the contract.
- b) Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof which are applicable to the business of the bidder. The bidder must submit a self-declaration to this effect.
- c) KFC reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.
- d) KFC reserves the right to ascertain information from the banks/NBFCs and other institutions to which the bidders have rendered their services for execution of similar projects.

23. AUTHORIZED SIGNATORY

- The selected bidder shall indicate the authorized signatories who can discuss and correspond with the organization, with regard to the obligations under the contract.
- Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by company Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy to discuss or sign agreements/ contracts with the organization. The bidder shall furnish proof of signature identification for above purposes as required by KFC.

24. CHANGE CONTROL PROCESS

Any deviations or changes/amendment in the workflow of Services required by KFC may always be agreed between the parties, which shall be notified in writing by KFC to BIDDER as a change control process. Any other customization suggested by KFC in the application due to Regulatory requirement will be provided by Bidder without any additional charges to KFC inter-alia provide any or all statutory/Regulatory report to KFC free of Cost.

25. CONFLICT OF INTEREST

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

26. VIOLATION OF TERMS

KFC clarifies that it shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies KFC 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.

C (RFP BIDDING DOCUMENTS)

27. LANGUAGE OF RFP

The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and KFC, and supporting documents and printed literature shall be in English.

28. TERMS AND 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>.

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.

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 (Eligibility, 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.
- IV. Opening of Technical Bid and Short-listing of Bidders: The technical bids of those bidders who qualify in the Eligibility will be proceeded further, for technical evaluation.
- 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
- VI. and time will be informed to the technically qualified Bidders.

Opening of Commercial 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.

29. BID SUBMISSION DOCUMENTS

Technical Bid (One line): Scan copy of relevant documents to be submitted through <https://www.etenders.kerala.gov.in>. The documents submitted should be renamed as per the document's purpose & should be completed in all respects and contain all information asked for, except prices. The documents to be uploaded are available in Annexure – 19 Checklist. Bidder to submit documents in technical Bid accordingly.

30. COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of its bid, and KFC will in no case be responsible or liable for these costs, regardless of the contract or outcome of the bidding process.

D (OPENING AND EVALUATION OF RFP BID)

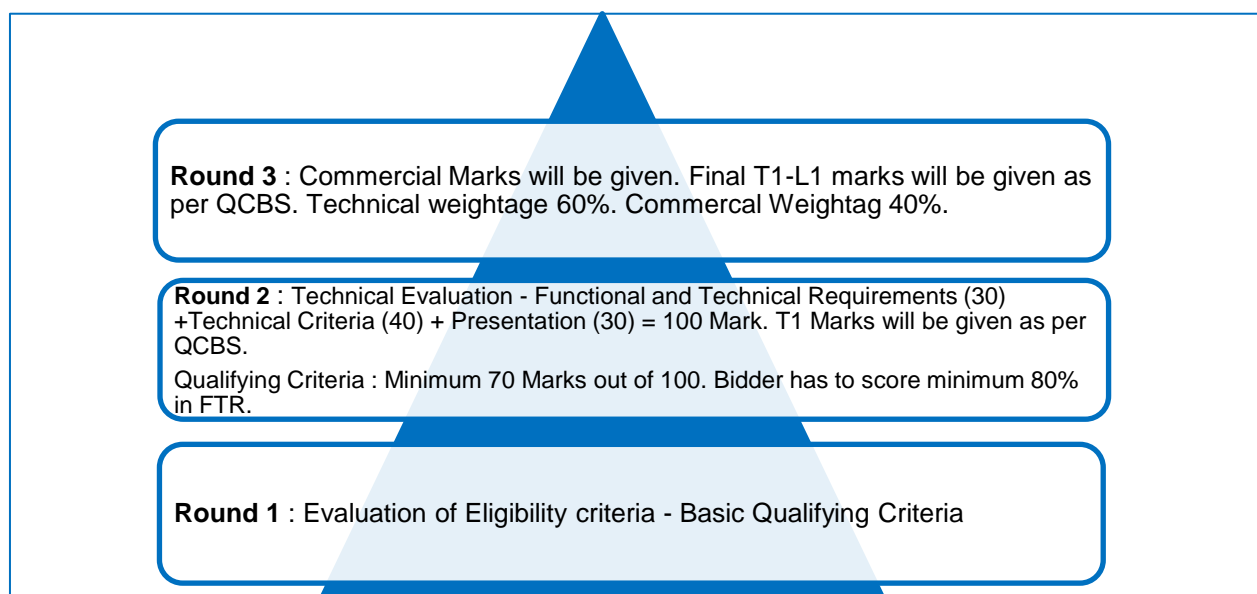
31. BID EVALUATION CRITERIA

To meet KFC's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of information and communication technology, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by KFC.

The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of KFC in this regard shall be final, conclusive, and binding on the Successful Bidder. The Commercial Bid will be opened only for those Bidders whose Technical Bid is cleared and accepted. Bidder hold responsibility to pre-qualify the basic ELIGIBILITY criteria.

KFC reserves the right to modify/ amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of Bid evaluation, KFC may seek specific clarifications from any or all Bidders.

SELECTION AND EVALUATION PROCESS



The competitive bids shall be submitted in three stages:

- Stage 1 – Eligibility criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

Objective of Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by KFC will be undertaken by an Internal Committee formed by KFC. KFC may consider recommendations made by External Experts/ Consultants on the evaluation. The decision of the committee shall be final.

Each recipient acknowledges and accepts that KFC may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of solution, not limited to those selection criteria set out in this RFP document.

Through this RFP, KFC aims to select a Bidder/ application provider who would undertake the supply, implementation, and maintenance of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP.

Normalization of Bids

KFC will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if KFC feels that such normalization has a bearing on the commercial bid; KFC may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids for scrutiny. KFC can repeat this normalization process at every stage of technical evaluation till the KFC is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to KFC during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

KFC may drop any solution or hardware during normalization period prior to finalization of order or delay its procurement at KFC's sole discretion. For delayed in implementation of any application, cost of warranty & ATS etc. will be calculated on pro-rata basis for the remaining contract period of SI.

KFC may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. KFC reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. KFC also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

Technical Evaluation Process

Initially only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated, and a technical score would be arrived at.

In second stage, only those Bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

In case only one bidder participates in the bid process, then KFC will re-tender the RFP.

After re-tender of the RFP, in case only one bidder participates in the bid process, in such case KFC at its discretion can proceed with selection and negotiation with that Bidder.

Preliminary Examination of Offers

KFC will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective Bidders. KFC plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. KFC reserves the right for such waivers and the KFC's decision in the matter will be final.

General Eligibility Criteria

KFC shall scrutinize the Eligibility bid submitted by the Bidder. A thorough examination of supporting documents to meet each Eligibility Criteria shall be conducted to determine the Eligible Bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The Bidder meeting the General Eligibility Criteria will be considered for technical evaluation. Any credential/supporting detail mentioned in Eligibility and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

In case of any clarification sort by KFC post submission of bids, bidder should furnish the same within 48 hours of such request. Any clarification received post 48 hours will not be considered for evaluation.

Technical Bid Evaluation Criteria

The Technical Proposals of only those Bidders shall be evaluated who have satisfied the eligibility criteria bid. KFC may seek clarifications / additional particulars required if any from any or each Bidder as a part of technical evaluation. All clarifications / additional particulars in writing received within the stipulated date and time shall be considered for evaluation. In case a clarification is not received within the stipulated date and time, the respective technical parameter would be treated as non-compliant and decision to qualify the Bidder shall be accordingly taken by KFC.

The proposal submitted by the Bidders shall, therefore, be evaluated on the following criteria:

Parameter	Maximum Score
Functional and Technical Requirements Evaluation	30
Bidder's capability and experience	40
Technical Presentation and Product Demonstration	30
Total	100

Bidder should ensure that any critical non-compliance against Annexure – 11 Functional and Technical Requirement may lead to disqualification.

Bidders scoring a minimum score of 70% i.e., an overall score of 100 marks or more will be declared technically qualified.

Detailed Technical Evaluation Parameters:

S. No.	Technical Evaluation	Evaluation Approach																					
1	Compliance to Annexure Functional & Technical requirements	<p>The Bidder is required to submit the compliance to Annexure - Functional & Technical requirements. (Maximum 30 Marks)</p> <p>Note:</p> <ul style="list-style-type: none"> Bidder has to mark (F/C/N) against all the functional requirement mentioned in Annexure – 11. <ul style="list-style-type: none"> Fully Compliant (F): 5 Marks Customized (C): 2 Marks Blank or Not Available (N): 0 Mark The total marks of the annexure will be scaled down on a scale of 30 marks. The overall Functional and technical points mentioned for core and supporting applications should comply to at least 80% of the <u>requirement i.e minimum scaled down marks of 24 Marks and Marks obtained below 24 will lead to technical disqualification.</u> Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of KFC. 																					
2	<p>Bidder's capability and experience</p> <p>Criteria 1</p>	<p>The proposed core applications/products should at least be implemented in BFSI with loan portfolio size of minimum INR 2,500 Crores. Multiple creds accepted. It's not mandatory to have all applications implemented in same client.</p> <table> <tr> <th>Core Application</th><th>Each Implementation Marks</th><th>Maximum Marks of each core application</th></tr> <tr> <td>CRM</td><td>1.25</td><td>5</td></tr> <tr> <td>LOS</td><td>1.25</td><td>5</td></tr> <tr> <td>LMS</td><td>1.25</td><td>5</td></tr> <tr> <td>Accounting System with GST & Treasury</td><td>1.25</td><td>5</td></tr> <tr> <td colspan="2">Maximum Marks of Bidder's capability and experience Criteria 1</td><td>20 Marks</td></tr> </table>	Core Application	Each Implementation Marks	Maximum Marks of each core application	CRM	1.25	5	LOS	1.25	5	LMS	1.25	5	Accounting System with GST & Treasury	1.25	5	Maximum Marks of Bidder's capability and experience Criteria 1		20 Marks			
Core Application	Each Implementation Marks	Maximum Marks of each core application																					
CRM	1.25	5																					
LOS	1.25	5																					
LMS	1.25	5																					
Accounting System with GST & Treasury	1.25	5																					
Maximum Marks of Bidder's capability and experience Criteria 1		20 Marks																					
3	<p>Bidder's capability and experience</p> <p>Criteria 2</p>	<p>The proposed supporting applications should at least be implemented in BFSI. Multiple creds accepted. It's not mandatory to have all applications implemented in same client.</p> <table> <tr> <th>Supporting Application</th><th>Each Implementation Marks</th><th>Maximum Marks of each Supporting application</th></tr> <tr> <td>Budgeting & Forecasting</td><td>0.5</td><td>1</td></tr> <tr> <td>DMS</td><td>0.5</td><td>1</td></tr> <tr> <td>HRMS & Payroll</td><td>0.5</td><td>1</td></tr> <tr> <td>Mobile App (customers)</td><td>0.5</td><td>1</td></tr> <tr> <td>Web Portal (Customers)</td><td>0.5</td><td>1</td></tr> <tr> <td colspan="2">Maximum Marks of Bidder's capability and experience Criteria 2</td><td>5 Marks</td></tr> </table>	Supporting Application	Each Implementation Marks	Maximum Marks of each Supporting application	Budgeting & Forecasting	0.5	1	DMS	0.5	1	HRMS & Payroll	0.5	1	Mobile App (customers)	0.5	1	Web Portal (Customers)	0.5	1	Maximum Marks of Bidder's capability and experience Criteria 2		5 Marks
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Web Portal (Customers)	0.5	1																					
Maximum Marks of Bidder's capability and experience Criteria 2		5 Marks																					

4	<p>Bidder's capability and experience</p> <p>Criteria 3</p>	<p>The Proposed LLMS (LOS, LMS, Accounting System) should have been implemented in NBFC having Corporate Loans in last 7 years. (Maximum 5 Marks)</p> <p>At least implemented in 1 NBFC – 2 Mark At least implemented in 2 NBFC – 5 Marks</p> <p>Credentials from clients mentioning the application name in form of Purchase Orders / Contract Agreement supported with credential letter to be furnished. For confirmation of Loan Type, bidder to submit relevant documents to justify the clause (Letter from client / other public domain available documents).</p>
5	<p>Bidder's capability and experience</p> <p>Criteria 4</p>	<p>The Cloud Service Provider (CSP) must have provided Cloud services to at least five distinct clients in India within the five years immediately preceding the bid submission date.</p> <p>The Cloud Service Provider (CSP) must have provided Cloud services to at least five distinct clients in India within the five years immediately preceding the bid submission date. These clients may include private entities, Public Sector Undertakings (PSUs), Central or State Government Departments, or other organizations/agencies.</p> <p>Out of these five clients, the CSP must have served: (i) at least one client that is a PSU, Central Government, or State Government entity (Non-BFSI) and (ii) at least one client from the Banking, Financial Services, or Insurance (BFSI) sector. A single client may be considered for meeting both these specific sub-criteria (e.g., a public sector bank), if applicable; however, this does not imply any relaxation in the requirement of having served a minimum of five distinct clients in total, which must be independently fulfilled (Maximum 10 Marks)</p> <p>At least five (5) clients, the CSP must have served: (i) at least one client that is a PSU, Central Government, or State Government entity (Non-BFSI) and (ii) at least one client from the Banking, Financial Services, or Insurance (BFSI) sector. A single client may be considered for meeting both these specific sub-criteria (e.g., a public sector bank), if applicable; however, this does not imply any relaxation in the requirement of having served a minimum of five distinct clients in total, which must be independently fulfilled– 7 Marks</p> <p>At least Ten (10) clients, the CSP must have served: (i) at least Two client that is a PSU, Central Government, or State Government entity (Non-BFSI) and (ii) at least Two client from the Banking, Financial Services, or Insurance (BFSI) sector. A single client may be considered for meeting both these specific sub-criteria (e.g., a public sector bank), if applicable; however, this does not imply any relaxation in the requirement of having served a minimum of Ten distinct clients in total, which must be independently fulfilled– 10 Marks</p>
6	<p>Technical Presentation & Product Demonstration</p>	<p>All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. KFC will schedule presentations and detailed product walkthrough/demonstrations which shall showcase the functionalities of the proposed solution in a real time environment. The date, time and location for presentation and product walkthrough/demonstration will be communicated to the bidders.</p>

		<p><u>Failure of a bidder to complete a scheduled presentation to KFC may result in rejection of the proposal.</u></p> <p>Bidder is expected to cover the following point in its presentation:</p> <ol style="list-style-type: none"> 1. Understanding of the project 2. Approach and Methodology. 3. Product Demo of the Core Solutions 4. Fintech Integration Demo of Bureau, Ekyc, Income Assessment, Legal, Video KYC, Adhaar & OTP Authentication, Payment Gateway Sponsor/Partner Bank (At least 5 integration demo) 5. Product Demo of the Supporting Solutions <p>(Maximum 30 Marks)</p>
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Commercial Bid Evaluation

It may be noted that commercial bids will be subjected to following evaluation process. Only those Bidders meeting the eligibility criteria will be considered for further stages of evaluation only those Bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. In case, none of the bidders score 70 marks or more in technical evaluation, then KFC, at its discretion can consider top 3 bidders subject to marks obtained by them for evaluation of their Commercial bids.

The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Bill of Material excel. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. KFC will determine whether the Commercial Bids are complete, unqualified, and unconditional. The technically qualified Bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

Commercial Bid Evaluation Considerations

1. Commercial bid valuation shall be considered as below in case of any kind of discrepancy:
2. If there is a discrepancy between words and figures, the amount in words shall prevail.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
4. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of KFC, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail
5. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.

6. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
7. If there is a discrepancy in the total, the correct total shall be arrived at by KFC
8. In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
9. At the sole discretion and determination of CKFC, KFC may add any other relevant criteria for evaluating the proposals received in response to this RFP.
10. During the process of technical/commercial evaluation, if KFC decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial offer of all the Bidders and TCO will be recalculated accordingly.
11. KFC may drop any component of the proposed solution prior to finalization of order or delay its procurement at KFC's sole discretion.
12. KFC may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
13. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the Bidder.
14. KFC shall not incur any liability to the affected Bidder on account of such rejection.
15. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. KFC will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

Evaluation Mechanism

Final Evaluation – Weighted Techno-Commercial Evaluation

Quality cum Cost Based System (QCBS) of evaluation 60:40 (60 points for technical bid and 40 points for commercial bid)

The technical evaluation carries weightage of 60% & financial evaluation carries weightage of 40%.

Stage-I: Technical evaluation of Proposals: (Maximum Marks = 100), Weightage=60%

Each Technical bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a technical score of 70 percent or more overall will qualify for commercial evaluation stage subject to availability of four qualified bidders. In case, none of the bidders score 70 marks or more in technical evaluation, then KFC, at its discretion can consider top 3 bidders subject to marks obtained by them for evaluation under QCBS Mechanism.

The score(s) will be calculated for all technically qualified Bidders using the formula: -

The H-1 bidder shall be decided based on the Techno-Commercial evaluation as mentioned in the RFP document.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any bidder fails to quote against any of the services sought by KFC, it will be presumed by KFC that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services have to be provided to KFC without any extra cost along with all other services.

$(\text{Minimum Commercial Quote/Quoted Price}) \times 40\% + (\text{Technical Score/Highest Technical Score}) \times 60\%$

(Technical will carry 60% weightage and Commercial will carry weightage of 40%)

Highest scores so obtained using the above method shall be declared H-1 and Winner.

In case of tie-up in Techno-Commercial evaluation score, the Bidder scoring highest technical score will be declared H-1 Bidder and Winner.

Bidder whose is declared H1 may be called for negotiation before awarding the contract. It may be noted that KFC will not entertain any price negotiations with any other Bidder.

KFC reserves the right to float the RFP again. KFC shall not incur any liability to the Bidder(s) on account of reissue of RFP. KFC shall not be obliged to inform the Bidder(s) of the grounds for the KFC's rejection. KFC reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following:

- If none of the Bidders qualify in the technical bid evaluation.
- If only one Bidder qualifies in the technical bid evaluation.
- If selected Bidder fails to execute the System Integration Agreement within the time limit stipulated. Any decision in this regard by KFC shall be final, conclusive and binding on the Bidders.

KFC may call upon the ultimate short-listed Bidder to make a detailed presentation to the Board of Directors of the KFC.

The H-1 bidder shall be decided on the basis of the Techno-Commercial evaluation as mentioned in the RFP document.

The Bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any bidder fails to quote against any of the services sought by KFC, it will be presumed by KFC that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services must be provided to KFC without any extra cost along with all other services.

32. POST QUALIFICATION

- KFC will determine to its satisfaction whether the Bidder selected as having submitted the best- evaluated responsive Bid) is qualified to satisfactorily perform the Contract. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.
- This determination will consider the Bidder's financial, technical, implementation and post-implement capabilities and track record. It will be based on the documentary evidence submitted by the Bidder.
- An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event KFC will proceed to the next best- evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.

- KFC reserves the right to accept/reject any bid and/or to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KFC's action. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.

33. GENERAL INSTRUCTIONS

- Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forth with refer the matter to KFC for necessary clarifications and / or confirmation.
- The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for there in, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign on each page of the Bid Document.
- The bid shall be properly signed by a person, or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.
- The bid shall contain the full name, address, telephone no. (mobile no and landline), fax no and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.
- The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- KFC reserves the right to adjust arithmetical or other errors in the bid, in the manner in which KFC considers appropriate or deem fit. Any adjustments so made by KFC shall be stated to the Bidder if KFC makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of KFC and shall be final, conclusive, and binding on the Bidder.
- The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.
- The Bidder cannot quote for the project in part.
- KFC is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever. KFC also reserves the

right to re-issue/re-commence the bid/bid process. Any decision in this regard by KFC shall be final, conclusive, and binding on the Bidder.

- KFC reserves the right to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any Bidder, which shall be binding on all Bidders.

34. CONTACTING KFC

No Bidder shall contact KFC on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s). Any effort by a Bidder to influence KFC's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

35. KFC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

KFC reserves the **right to** annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KFC's action. Any decision in this regard by KFC shall be final, conclusive and binding on the Bidder.

36. ACCEPTANCE OF BID

Prior to the expiration of the period of Bid validity, KFC will notify the Successful Bidder in writing (Email or through e-procurement portal), that its bid has been accepted.

37. SIGNING OF CONTRACT

- a) After KFC notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents within 14 days.
- b) The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non-Disclosure Form, Deed of Indemnity and other applicable documents as specified in the RFP/ Bid Document.
- c) The Contract form and all other documents would be signed at Trivandrum, Kerala within 21 days of receipt of notification of award of contract. Payment of stamp duty would be as per applicable laws in the State of Kerala.
- d) The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. KFC shall not be responsible or liable for reimbursing/ compensating these costs and expenses.
- e) The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach/violation thereof shall entail termination of the contract without prejudice to the other right of KFC including but not, to the right to levy/ impose and recover penalties as specified in this RFP or Contract.

SECTION 2 OTHER TERMS AND CONDITIONS

38. KFC'S RIGHT

KFC reserves the right to:

- Reject any and all responses received in response to the RFP.
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time.
- Extend the time for submission of all proposals.
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
- Cancel the RFP at any stage.
- Interview the personnel being deployed on the project.
- Conduct site visits of bidders related to proposed solution and facilities.
- Take presentations on proposed solution of the bidders.

39. TERMINATION

a) Termination for Default

KFC, without prejudice to any other remedy for breach of contract, by at least 30 Days prior written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- If the Successful Bidder fails to deliver any or more or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by KFC; or;
- If the Successful Bidder fails to perform any other obligation(s) under the contract.
- If the Successful Bidder, in the judgment of KFC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KFC, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the organization of the benefits of free and open competition.

In the event, KFC terminates the Contract in whole or in part, KFC may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to KFC for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceeds 10% of the contract value.

In case the contract is terminated then all undisputed payment will be given to Bidder, after adjusting the penalty if any, from invoices.

b) Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiver appointment order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then KFC plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by KFC in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the organization. In case the termination occurs before implementation in all the locations in terms of this clause, KFC is entitled to make its claim to the extent of the amount already paid by the organization to the Bidder.

Termination – Key Terms & Conditions

KFC reserves the right to terminate the agreement with the Bidder /Service Provider at any time by giving Thirty (30) days prior written notice to the Bidder.

KFC shall be entitled to terminate the agreement at any time by giving notice if the Bidder-

- has a winding up order made against it; or
- has a receiver appointed over all or substantial assets; or
- is or becomes unable to pay its debts as they become due; or
- enters into any arrangement or composition with or for the benefit of its creditors; or
- passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have the right to terminate only in the event of winding up of KFC. KFC will specify the period for remedying any defect.

c) Termination for Convenience

KFC, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for KFC's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

KFC, at any point during the duration of contract after a lock-in period of 3 years from the date of acceptance of Purchase Order, may terminate contract by giving 30 days' advance notice to the bidders without assigning whatsoever reason.

d) Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], KFC 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 allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by KFC, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as KFC may specify including training, where the successor(s) is a representative/personnel of KFC to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of KFC 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 KFC under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

40. EXIT MANAGEMENT

KFC may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. The Bidder will be liable to provide the requisite data to the incoming Bidder and KFC when requested in the stipulated format in case of termination of the contract or completion of contract tenure at no extra cost to KFC. Upon termination of the existing contract all documents, writings, data, contents, Confidential Information and/or any other information provided by KFC to the Bidder shall be duly returned by the Bidder to KFC within 30 days from the date of termination. If instructed by KFC, a written confirmation that the same has been destroyed shall be sent by the Bidder to KFC and the same shall be required to be acknowledged by KFC. The reverse transition mechanism would typically include services and tasks that are required to be performed/rendered by the Bidder to KFC or its designee to ensure a smooth handover and transitioning of KFC's deliverables, maintenance, and facility management.

In case KFC wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to KFC. Unless mutually agreed, the rates shall remain firm. The Bidder agrees that KFC at any point of time during the tenure of the contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this agreement. KFC shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

In addition to the reverse transition mechanism, the purpose of this section is to provide details of the Bidder's assistance during the termination or expiration of the contract and exit plan strategy for KFC. The Bidder shall also have to develop a detailed exit plan 3 (Three) months prior to the completion of the tenure of the contract. The exit plan should have detailed product-wise support services by the Bidder and its consortium partner (s) (if any) during the transition period. KFC shall have the right to review the exit plan submitted by the Bidder and would suggest changes to be made in the exit plan, if any. After that, the exit plan shall be reviewed as and when required by KFC. The Bidder has to provide knowledge transfer to the new software provider free of cost and also provide the database table structure in the required format, valid all financial and non-financial

data to KFC whenever requires without any additional cost. The Bidder has to provide support during migration activities to the new Bidder of KFC.

Handover & Transition of Services

The following shall be covered as a part of the handover & transition of services at the end of the contract period or in the event of termination:

1. If any other agency or service provider is selected by KFC for providing in-scope services, the Bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete satisfaction of KFC. In case, if KFC observes the lack of willingness to manage transit/ sharing of information or lack of support from the Bidder (selected through this RFP), KFC shall have an absolute discretion to impose penalties and make appropriate deductions from its billing or any other payables to the Bidder.
2. Bidder shall provide the termination/expiration assistance, regardless of the reason for termination or expiration. Six (6) months prior to the expiration of the term, or upon Bidder's receipt of notice of termination of this contract for any reason, or six (6) months prior to the cessation of any service, and at KFC's request, Bidder shall provide to KFC the staff and transition services necessary for KFC to affect an orderly transition to KFC or to a third party designated by KFC.
3. The Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the needs of KFC and the same shall be communicated to the Bidder.
4. During the transition phase, the Bidder shall not change or remove their key resources deployed at KFC to enable the successful transition. In case, such instances occur, KFC shall have the right to penalize the Bidder appropriately.
5. During the transition phase, the Bidder shall deploy dedicated transition resources to enable the successful transition.
6. During the exit management process, it is the responsibility of the Bidder to hand over all the data stored in the system in such a format that it can be migrated to the new system (as per the reverse transition mechanism mentioned above).
7. The ownership of the assets (including soft and hard components existing and procured through this RFP) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the contract, shall remain with KFC. In addition, any information/ data gathered or generated by the Bidder during the term of the contract shall be the property of KFC and the same shall be handed over to KFC in native format at the end or termination of the contract; and
8. During the contract period, the Bidder shall ensure that all the documentation including diagrams, policies, procedures, asset registers, configuration documents, procurement documentation, original license and all other documents in relation to the works as per the agreed terms are kept up to date and all such documents shall be handed over to KFC during the exit management process.
9. In case KFC decides to withdraw any services/components from the scope of work during the contract period, the Bidder has to facilitate the transition of that service/components in compliance with the above Clauses.

Transfer of Documents

The Bidder shall promptly on the commencement of the exit management period supply to KFC or its nominated Bidder(s) the following:

- Information relating to the current services rendered; and
- Documentation relating to intellectual property rights.

The Bidder shall provide uninterrupted services on existing terms and conditions till an acceptable alternate solution is agreed by KFC.

Before the expiry of the exit management period, the Bidder shall deliver to KFC or its nominated service provider or any other agency all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.

Transfer Agreements

On request by KFC or its selected service provider or any other agency, the Bidder shall affect such assignments, transfers, innovations, licenses and sub-licenses in favor of KFC or its nominated service provider or any other agency, in relation to any equipment lease, maintenance or service provision agreement between the Bidder and selected service provider or any other agency, and which are related to the services and reasonably necessary for the carrying out replacement services.

Addition or Deletion of Qualified Offerings

Both the parties agree that the intent of this tender is to establish an initial set of service offerings. KFC recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, KFC recognize that from time-to-time hardware and software products that are provided as part of bidder services will be upgraded or replaced as technology evolves. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of KFC. For this purpose, a Change Order Procedure will be followed. KFC may request a change order in the event of actual or anticipated changes(s) to the agreed scope of work, services, deliverables and schedules. The Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder shall carry out such services as required by KFC at mutually agreed terms and conditions.

The bidder shall agree that the price for incremental offering cannot exceed the original proposed cost, and KFC reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, KFC has the right to order as much as it wants at those rates.

The bidder shall agree to submit the request to add new services or service categories on its letterhead signed by a representatives authorized to bind the organization.

KFC is under no obligation to honor such requests to add services categories or amend this contract.

As a method for reviewing Bidder services and KFC requirement, KFC will sponsor regular reviews to allow an exchange of requirements and opportunities.

41. ORDER CANCELLATION

KFC reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

- Delay in offering services beyond the stipulated period from the date of Purchase Order.
- Delay in implementation beyond stipulated period.
- Repetitive failures/poor service by the Bidder.

In addition to the cancellation of purchase order, KFC reserves the right to invoke the Bank Guarantee given by the successful bidder to appropriate the damages and also to blacklist the bidder from participating in any future tender process of KFC.

42. AMENDMENTS

Other than the rights of KFC specified in this Agreement, no change or modification of this agreement shall be valid unless the same shall be in writing and signed by all the parties.

43. SURVIVAL OF CLAUSES

Any provision or covenant of this RFP or subsequent agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this agreement, shall survive such expiration or termination.

44. WAIVER

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

45. COLLUSIVE CONDUCT

- Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodging of responses.
- By submitting a signed proposal, the bidder certifies that:
 - It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.
 - The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
 - No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

46. SUBCONTRACTING

The bidder shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of KFC.

47. CONDITIONS PRECEDENT

- This Contract is subject to the fulfilment of the following conditions precedent by the Bidder. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in Annexure-7, Deed of Indemnity as per format given in Annexure 9. NDA as per format given in Annexure – 8.
- Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
- Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the Bidder is not in violation of any law including Intellectual Property Rights.
- Furnishing of such other documents as the Purchaser may specify, including but not, definitive documents.

48. PROFESSIONALISM

The bidder should provide professional, objective, and impartial advice at all times and hold the organization's interest paramount. It should observe the highest standard of ethics while executing the assignment.

49. RIGHT TO INSPECT, EXAMINE AND AUDIT

All OEM/Bidder records with respect to any matters / issues covered under the scope of this project shall be made available to the organization at any time during normal business hours, as often as the organization deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The organization's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the organization, which would be used by KFC. The cost of such audit will be borne by the organization.

Bidder shall permit audit by internal/external auditors of the organization or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the organization.

KFC shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The service provider shall be subject to risk management and security and privacy policies that meet the organization's standard. In case the service provider outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The organization shall have right to intervene with appropriate measures to meet KFC's legal and regulatory obligations. Access to books and records/Audit and Inspection would include: -

- a) Ensure that the organization can access all books, records, and information relevant to the outsourced activity available with the service provider. For

technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the organization based on approved requests.

- b) Provide KFC with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the organization.
- c) Include clause to allow the RBI or persons authorized by it to access KFC's documents: records of transactions, and other necessary information given to you, stored or processed by the service provider within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve KFC to cause an inspection to be made of a service provider of the organization and its books and account by one or more of its officers or employees or other persons. Organizations shall, at least annually, review the financial and operational condition of the service provider. KFC shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by KFC's internal or external auditors, or by agents appointed by KFC.
- e) Bidders shall have to comply with the Audit finding without any additional cost to KFC. To fulfill the Audit compliance, KFC will communicate finding of the Auditor without delay to avoid any mischievous situation.

50. SENSITIVE INFORMATION

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on KFC's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

51. SURVIVAL AND SEVERABILITY

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on Service Provider shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

52. LEGAL COMPLIANCE

- a) The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required, labor laws, etc. If at any time during the term

of this agreement, KFC is informed or information comes to KFC'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), KFC shall be entitled to terminate this agreement with immediate effect.

- b) The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation
- c) The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder.

53. UNLAWFUL INDUCEMENTS

A bidder and its respective officers, employees, agents, or advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Bidders and their representatives must not directly or indirectly attempt to unduly influence the outcome of the RFP process.

54. CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidder observes the highest standard of ethics during the procurement and 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 AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of KFC and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive KFC of the benefits of free and open competition.

KFC 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.

KFC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

55. LIMITATION OF LIABILITY

The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Bidders liability in case of claims against the organization resulting from, misconduct or gross negligence of the Bidder, its employees, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of

confidentiality obligations shall be unlimited. KFC shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Bidder under this project and operated according to the Bidder's advice and same confirmed by KFC's officials. In no event shall either party be liable for any indirect, incidental, or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the organization would be considered as a direct claim.

56. INFORMATION OWNERSHIP

All information processed, stored, or transmitted by successful Bidder equipment belongs to KFC. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have been caused due to reasons solely attributable to the bidder. Any information considered sensitive by KFC must be protected by the successful Bidder from unauthorized disclosure, modification or access. KFC's decision will be final.

Types of sensitive information that will be found on KFC's systems which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

57. STANDARD PERFORMANCE

- a) The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures, and methods.
- b) The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to KFC and shall, always, support and safeguard KFC's legitimate interests in any dealing with third parties.

58. STATUTORY AND REGULATORY REQUIREMENTS

The solution must comply with all applicable requirements defined by any regulatory, statutory, or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any Regulatory authority time to time and which fall under the scope of this RFP / Agreement

All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to KFC during the tenure of the 5(five) year contract

59. BLACKLISTING

KFC reserves its right to blacklist to concern Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. KFC shall have the right to exercise power conferred under this clause along with any or all rights incorporated in this RFP / Agreement.

Informing IBA/ other banks/organizations/financial institutions for Blacklisting the Service Provider:

KFC reserves the right to inform IBA/ other banks for blacklisting the Service Provider in case of default in service or delay in implementation of the project leading to financial loss or reputation loss or loss of time of KFC for implementation of the project.

60. DUE DILIGENCE

- a) The Bidder is expected to examine all instructions, forms, terms, and specifications in this RFP and study the Bid Document carefully.
- b) The bid shall be submitted after careful study and examination of this RFP with full understanding of its implications.
- c) Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability, and completeness of the information in this RFP and wherever felt necessary obtain independent advice.
- d) 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 respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which KFC shall not be held responsible.
- e) Any decision taken by KFC as the completeness of the Bid and/or rejection of any/all Bid(s) shall be final, conclusive, and binding upon the Bidder(s) and shall not be questioned/ challenged by the Bidder(s).

61. CONFIDENTIALITY

This document contains information confidential and proprietary to KFC. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of KFC, affiliates, and/or business partners. Disclosure of receipt of any part of the afore mentioned information to parties, not directly involved in providing the services requested, could result in the disqualification of the Bidder, premature termination of the contract, or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from KFC. Reproduction of this RFP, without prior written consent of KFC, by photographic, electronic, or other means is strictly prohibited.

The Bidder 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 BIDDER, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes.

The BIDDER may disclose Confidential Information to consultants, professional indemnity insurers, advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The BIDDER shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The Bidder agrees to notify KFC immediately if it learns of any use or disclosure of KFC's Confidential Information in violation of the terms of this RFP. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed a breach of this RFP by the Bidder and shall be accordingly liable and indemnified to KFC.

Provided that the Bidder 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 Bidder shall, unless prohibited by law or regulation, promptly notify KFC of such order and afford KFC the opportunity to seek appropriate protective order relating to such disclosure.

62. USE OF CONTRACT DOCUMENTS AND INFORMATION

- a) The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non- Disclosure Agreement. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously when this Contract is executed.
- b) The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings/ designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.
- c) Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- d) The Bidder shall not, without the Purchaser's prior written consent, make use of any document, data, or information etc. enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- e) Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so, required by Purchaser.
- f) The Bidder shall sign the Non-Disclosure Agreement as per the format provided in Annexure-8.

63. LIQUIDATED DAMAGES

KFC will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that KFC may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/ services) by the bidder.

- Installation will be treated as incomplete in one / all the following situations:
- Non-delivery of any component or other services mentioned in the order.
- Non-delivery of supporting documentation.
- Delivery availability, but no installation of the components and/ or software.
- Non integration.
- Non-Completion of Transition within suggested timeline.
- System operational, but unsatisfactory to KFC.

KFC may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the total purchase order value (TCO). Once the maximum is reached, KFC may consider termination of the contract.

If the Service Provider fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the RFP/Contract or contract duration, KFC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the total purchase order value until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the total purchase order value. Once the maximum is reached, KFC may consider termination of the contract, invoking of KFC guarantee or any other rights as deem fit.

KFC shall invoke the performance guarantee in case the Service Provider/Bidder fails to discharge their contractual obligations during the period of contract or KFC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Bidders shall have to submit a fresh Performance Guarantee of the same amount as submitted earlier in case PBG is invoked by KFC.

64. GOVERNING LAW AND JURISDICTION

This agreement shall be governed and construed in accordance with the laws of India. The courts of Kerala alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this agreement.

65. INDEMNITY

The Bidder shall, at its own cost and expenses, defend and indemnify KFC against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract. The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If KFC is required to pay compensation to a third party resulting from such infringement

etc., the Bidder will bear all expenses including legal fees. KFC will give notice to the Bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim. The Bidder shall also be liable to indemnify KFC, at its own cost and expenses, against all losses/damages, which KFC may suffer on account of violation by the Bidder of any or all applicable national/ international trade laws. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by KFC or its employees.

66. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

If a third party's claim endangers or disrupts KFC use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to KFC, (i) obtain a license so that KFC may continue use of the Deliverables in accordance with the terms of this RFP.

Bidder shall indemnify and keep fully and effectively indemnified KFC from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or in respect of any other services rendered under this RFP.

67. INSPECTION & QUALITY CONTROL TESTINGS/CHECK

- a) Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be, or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.
- b) Nothing stated here in the above shall release or discharge the Bidder from any warranty or other obligations/liabilities under and in accordance with this Contract.
- c) KFC reserves the right to develop a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards. The purchaser has the right to inspect and test the goods at Bidder plant at any time during the contract period.

68. MANUALS

- a) The Bidder must, along with the equipment, supply all relevant manuals for the systems delivered/ installed. Bidder has to follow worldwide practice and international standard for documentation for the entire system development life cycle. The documents and manuals should be kept up to date with proper version control during the entire contract period. KFC may require the bidder to deliver the following documents in hard and soft copy to KFC during development and implementation of the solution.
 - a. Detailed System Requirements Specification Document
 - b. High Level and Low-level architecture document

- c. Customization retro fitment document
- d. Techno-functional risks and mitigation document
- e. Functionality traceability matrix which would provide details on the interdependence of technical components for the realization of a functionality
- f. High Level Design document
- g. Low Level Design document
- h. Data migration strategy document
- i. Interface strategy document
- j. Test cases with results during UAT, SIT and any other test cases
- k. Deployment plan document
- l. Change management methodology document
- m. Security guide
- n. User management guide
- o. Release notes
- p. Impact matrix
- q. All code develop for KFC needs to be documented and provided to KFC as well as any change in code during contract will be supplied to KFC
- b) The manuals shall be in English.
- c) Unless and otherwise agreed, the equipment(s) or software solution shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to the Purchaser.
- d) System manuals should include the specifications of the various equipment's supplied.

69. CORRESPONDENCE AND NOTICES

Any correspondence or notice from one party to another under the terms of the contract shall be served by email or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

70. RULES CORRESPONDING TO THIS RFP

- a) Last date for submission of the response to the RFP would be as mentioned in this document.
- b) All responses should be in English language. All responses by the Bidder to this RFP shall be binding on such Bidder for a period of 120 days after the opening of the technical offer.
- c) All responses including technical bids would be deemed irrevocable offers/proposals from the Bidder and if accepted by KFC form part of the final contract between KFC and the selected Bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are

liable to be rejected.

- d) Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder Firm/Company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.
- e) Any technical offer submitted cannot be withdrawn / modified after the last date & time of submission of the bids, unless, specifically permitted by KFC.
- f) The Bidder may modify or withdraw its offer after submission, provided that KFC prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- g) Bidder is required to quote for all the components mentioned in the Scope of Work in this document. In case, Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the compliance details in the formats in Annexure - 2 Commercial Bill of Material, Bill of Material in excel upload . KFC reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- h) In the event Bidder has not quoted for any mandatory items, as required by KFC, and forming a part of the RFP circulated to the Bidder and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to KFC.
- i) KFC ascertains and concludes that everything, as mentioned in the RFP circulated to the Bidder and responded by the Bidder, has been quoted for by the Bidder, and there will be no extra cost associated with the same, in case, the Bidder has not quoted for any items or service that is required under this RFP.
- j) All out of pocket expenses, travelling, boarding and lodging expenses, for the entire life of the contract, should be a part of the commercial bid to be submitted in response to the Technical Bid. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by KFC. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on KFC for the same.
- k) The Selected Bidder cannot excuse themselves from any claims by KFC, whatsoever, for their deviations in confirming to the terms and conditions, payments schedules, period for supply, installation, implementation, integration and maintenance of hardware and application software as mentioned in the RFP circulated by KFC. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in this RFP.
- l) The RFP and all supporting documentation/templates are the sole property of KFC and should NOT be redistributed, either in full or in part thereof, without the prior written consent of KFC. Violation of this would be a breach of trust and may, inter alia, cause the Bidder to be irrevocably disqualified. The afore mentioned material must be returned to KFC when submitting the Bidder proposal, or upon

request.

- m) The proposal and all supporting documentation submitted by the Bidder shall become the property of KFC.
- n) By submitting a signed bid, the Bidder certifies that: The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition.
- o) Each Bidder must indicate whether they have any actual or potential conflict of interest related to contracting services with KFC.

71. CHANGE ORDERS/ALTERATION/VARIATIONS

- a) The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are not exhaustive.
- b) It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser.
- c) Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable, and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser.
- d) Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.
- e) Purchaser may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:
 - a. Functional/Technical specifications
 - b. The Services to be provided by the Bidder
- f) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule or both and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser's change order by the Bidder.

Change Order for new Module in Application

a. Change request

Any requirement beyond RFP will be processed as a change request as per the prevalent standard change request process of KFC. KFC will pay on actual man-days basis. However, no additional cost would be payable for the change request suggested by Statutory Authority/Regulatory Authority.

b. KFC Change Order Process (Existing Process)

1. Requirement will be provided by the User department to Vendor.
2. The Requirement will be shared with the Vendor.
3. The Vendor will send the approach document to user department.
4. After refinement, the final approach document along with Approved CR will be shared with KFC's IT Team by user department and FPA (Functional Point Analysis) will be shared by Vendor Based on the finalized approach document through User Department.
5. Effort estimation will be made by KFC's IT Team as per the established procedure
6. After approval of Estimated Effort by Effort Estimation Committee it will be shared with user department.
7. User department will create an OM for Negotiation for the number of Man days.
8. Based on the finalized Negotiated Man/days the OM will be prepared for the Work Order by User department.
9. Based on the OM shared by User department PO Copy will be shared with Vendor through mail from DIT.
10. Vendor must send the acceptance copy of the same.
11. As per the PO Terms in UAT and Production change must be implemented.

c. Change Order Rates

1. The rates for Change Orders requested by the user department for new and additional works shall be as per the rates mentioned in the quotation.
2. The invoices for the Change Orders shall be raised for each change order separately after successful implementation of the change order except regulatory – timeline.

Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Change Request") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

Any change order shall be duly approved by the Purchaser (including any modification / change in the Contract Price) in writing. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive, and binding on the Bidder.

72. CONTRACT AMENDMENT

- a) At any time prior to the deadline of submission of bids, the KFC, for any reason, whether, as its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding document, by amendment.
- b) The notification of amendment will be uploaded in the <https://www.etenders.kerala.gov.in>.
- c) To allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the KFC, at its discretion, may extend the deadline for a reasonable period as decided by the KFC, for the submission of bids.

73. DISPUTE RESOLUTION

- a) KFC and the selected bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.
- b) If, KFC and the selected bidder have been unable to resolve amicably a Contract dispute even after a reasonably prolonged period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include conciliation mediated by a third party and/or adjudication in an agreed national forum.
- c) The **dispute resolution mechanism** to be applied shall be as follows:
 - i. In case of Dispute or difference arising between KFC and the selected bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above **Rs.1.00 Crore**, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the selected bidder. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the selected bidder.
 - ii. Arbitration proceedings shall be held at KFC, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - iii. The decision of the majority of arbitrators shall be final and binding on both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
 - iv. Where the value of the contract is **Rs.1.00 Crore** and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

74. NOTICE AND OTHER COMMUNICATIONS

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.

75. SUCCESSFUL BIDDER INTEGRITY

The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

Bidder is expected to follow all the guidelines as mentioned in integrity pact to be submitted as a part of Pre bid submission requirements (Annexure 12)

76. SUCCESSFUL BIDDER OBLIGATION

- a) The Successful Bidder is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives / instructions issued by the Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising from this and will not hold the Purchaser responsible or obligated.
- b) The Successful Bidder would be required to adhere to the scope of work defined in the RFP / bid document to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites/ hardware / software.
- c) The Successful Bidder is responsible for managing the activities of its personnel and/ or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors.
- d) The *Bidder* will abide by the job safety measures prevalent in India and will free the KFC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the *Bidder* negligence. The *Bidder* will pay all indemnities arising from such incidents and will not hold KFC responsible or obligated.
- e) The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.
- f) The Bidder shall ensure that the software and hardware relevant for the Services contemplated under this RFP, is properly maintained and always operated, without hampering the services with proper standby.
- g) Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this

RFP.

- h) The Bidder shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
- i) The Bidder should have a well-documented Business Continuity Plan, Disaster Recovery Plan, and security and control practices.
- j) The Bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the KFC.
- k) The Bidder shall disclose security breaches, if any to KFC, without any delay.
- l) Bidder shall permit audit by internal/external auditors of the KFC or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the KFC.
- m) Bidder must comply RBI circular on "Cyber Security Framework for KFCs" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.
- n) Bidder should follow Information security guideline issued by KFC/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.
- o) Bidder shall submit Integrity Pact, Non-Disclosure Agreement and Performance Bank guarantee as per satisfaction of the KFC.
- p) The Bidder should guarantee that the software supplied to the KFC is licensed and legally obtained. Software must be supplied with their original and complete printed documentation.
- q) The License is granted to the existing entity of the KFC and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract.
- r) The KFC reserves its right to blacklist to Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non- fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. KFC shall have the right to exercise power conferred under this clause along with any or all rights incorporated under the RFP/Agreement.
- s) The Bidder should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the KFC.
- t) The Bidder should comply of the Retention policy of the KFC and co-ordinate preserving the data/documents of KFC for a minimum of 10 years.

77. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes, the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

- **Class-I Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- **Class-II Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
- **Non-Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

“The margin of purchase” preference shall be 20 %., Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

“Minimum Local content” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier,’ same shall be applicable.

Verification of Local contents:

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-16. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1)/2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 16-09-2020

False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).

78. SURVIVAL

- Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties

including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

- The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity, confidentiality, and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

79. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and crossclaim and or otherwise will be available under this Contract to the Bidder for any payment's receivable under and in accordance with that business.

In case the Bidder has any claim, no right of set-off, counterclaim and crossclaim and or otherwise will be available under this Contract to the Bidder for any payment's receivable under and in accordance with that business.

However, KFC shall have such rights against the successful Bidder up to a maximum of 100% of the contract value.

80. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

- The Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time.
- All safety and labor and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.
- The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
- The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- The Bidder shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- The Bidder shall also adhere to all security requirements/regulations of the Purchaser during the execution of the work.

81. STATUTORY REQUIREMENTS

- During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.
- Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of the KFC.
- Successful Bidder shall provide access to officers / employees / representatives / agents or auditors of the KFC to the premises / KFC's places where such records are kept / maintained. KFC shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.
- The Successful Bidder agrees to allow officers of the KFC to inspect and make copies at their own cost, of the records relating to the Services performed / delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.

82. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

- The Purchaser reserves the right to inspect and monitor/assess the project's progress at any time during the Contract. The Purchaser may demand and, upon such demand being made, shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the project's progress.
- The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the features/performance end results of the software application provided by the Bidder in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified because of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.
- Purchaser's right to inspect, test and, where necessary, reject the Goods / Services after the Goods/Services' arrival at the destination shall in no way be or waived by reason of the goods / services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods / Services shipment from the place of origin.
- It is agreed that nothing stated above shall release or discharge the Bidder from any warranty or other obligations/liabilities under and in accordance with this Contract.

83. CONTRACT PRICE

- Prices payable to the bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- Further, KFC shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty or liquidated damages on the Bidder.

84. INFORMATION SECURITY

All information processed, stored, or transmitted by successful Bidder equipment belongs to the KFC. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have been caused due to reasons solely attributable to the bidder. Any information considered sensitive by KFC must be protected by the successful Bidder from unauthorized disclosure, modification, or access. The KFC's decision will be final.

Types of sensitive information that will be found on KFC systems which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

85. OWNERSHIP AND RETENTION OF DOCUMENTS

- The Purchaser shall own the documents prepared by or for the Bidder arising out of or in connection with this Contract.
- Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.
- By virtue of this Contract, the Bidder's team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder's team in the course of performing the Services under this Contract.

86. REPRESENTATIONS AND WARRANTIES

In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- That the selected Bidder is a company which has the requisite qualifications, skills,

experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.

- That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.
- That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.
- That the Bidder shall ensure that all assets including but not, to equipment, licenses, etc. developed, procured, deployed, and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced regarding contemporary requirements.
- That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall, however, have no claim to any right, title, lien, or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right inequity or otherwise, merely by fact of such use or possession during or after the term hereof.
- That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.
- The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, and installation. The insurance shall be obtained by the Bidder naming the Bidder as the beneficiary, "all risks" basis including war risks, burglary, fire, acts of terrorism and natural calamities valid for the entire period of the Agreement. The period of insurance shall be up to the date the supplied

components are accepted and all rights of the property in KFC's premises.

Should any loss or damage occur, the selected Bidder shall: -

- Initiate and pursue claim till settlement and
 - Promptly arrange for repair and/or replacement of any damaged item regardless of settlement of claim by the underwriters.
-
- That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests, and liens thereon and shall keep the Purchaser indemnified in relation thereto.
 - That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
 - That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
 - That there are – (a) no legal proceedings pending or threatened against Bidder or any sub-Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced, or pending against Bidder or any sub- Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
 - That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery, and performance by it of the Contract.
 - That all conditions precedent under the Contract have been complied.
 - That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder or other constitution a documents as the case maybe.
 - That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
 - That the Bidder confirms that there has not and shall not occur any execution, amendment, or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
 - That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be

created are valid and enforceable.

- That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

87. CONFIDENTIALITY

- The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information.

The Parties also agree:

- i. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein.
 - ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original.
 - iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
 - iv. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure.
 - Confidential Information does not include information which:
 - the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
 - is independently developed by the recipient without breach of this Contract.
 - information in the public domain as a matter of law.
 - is received from a third party not subject to the obligation of confidentiality with respect to such information; is released from confidentiality with the written consent of the other party.

- The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.
- Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser.
- It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.
- Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub- Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.
- Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.
- In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure.
- Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party.
- The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care.
- The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

88. TERM AND EXTENSION OF THE CONTRACT

The contract period will commence from the date of execution of contract and will be valid for 5 years. The contract may be extendable for another 2-year renewal based on satisfactory service of the bidder on mutually agreed terms & conditions. However, the cost of the renewal shall not be more than 10% of the 5th year's pay-out. Subsequent renewals will be based on Bidder's viability in the market, and satisfactory support services from Bidder, however in any renewals, the cost of support services, customization rates shall not be more than 10% from its previous renewals.

89. FORCE MAJEURE

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under

this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the KFC shall be final and binding on the Bidder.

90. CONFLICT OF INTEREST

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process.

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

Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification KFC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by KFC and not by way of penalty for, inter alia, the time, cost and effort of KFC, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to KFC under the Bidding Documents and/ or the Concession Agreement or otherwise.

91. FRAUD & CORRUPT PRACTICES

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the KFC shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

Without prejudice to the rights of the KFC, if a Bidder is found by the KFC to have directly or indirectly or through an agent, engaged or indulged in any corrupt /

fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the KFC during a period of 2 (two) years from the date if such Bidder is found by the KFC to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the KFC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the KFC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the KFC in relation to any matter concerning the Project;
- ii. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- iii. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- iv. **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the KFC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.
- v. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

92. NO ASSIGNMENT

The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

93. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

94. "NO CLAIM" CERTIFICATE

The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

SECTION 3 ANNEXURES

1. Annexure -1 TECHNICAL BID FORM

Note: To be submitted on prime bidder letter head.

To

Date: DD.MM.YYYY

The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Dear Sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally, and irrevocably offer for **Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC** in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain KFC guarantee for a sum equivalent to **10%** (Ten percent) of the value of Contract for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of The KFC.

We agree and undertake to abide by the bid terms of KFC including the rates quoted therein for the orders awarded by KFC up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non- availability of contracted product/model. The supply of upgraded product, subject to the KFC's approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of KFC duly initiated/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bids accepted by you) the above contract, we would strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive, and you also have the right to re-issue/ re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We have submitted Rs. XXXXX /- (Rupees XXXX Only) towards EMD, in favor of " Kerala Finance Corporation" with UTR No: through e-procurement portal.

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and not later than **30 days** after the expiration of period of tender validity for unsuccessful Bidders. We have noted that Bid Security/EMD shall not carry any interest.

Dated this_____Day of_____2025

Sign Name:

Designation:(Company Seal)

2. Annexure – 2 COMMERCIAL BID FORM

Note: To be submitted on prime bidder letter head.

To

Date: DD.MM.YYYY

The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Dear Sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC in conformity with the said Bidding documents for the sum of (Total Proposal amount in words and figures) taxes extra or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, as per scope of work mentioned in RFP in accordance with the implementation schedule mentioned in RFP.

The detailed Bill of Material as given in the tendering portal has been filled in accordance with the price mentioned in this form. We abide to the fact there is no hidden cost involved and if any additional scope requirement, then that has been highlighted in the Pre-Bid Meeting, our technical proposal and during our technical presentation.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that KFC reserves the right to re-negotiate the price for any of the line items furnished in BOM, in case the rates offered are arbitrary and not as per market prices.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Preservation of Corruption Act 1988".

We Understand that you are not bound to accept the lowest or any Proposal you may receive. Dated this _____ day

of _____ 2025

Signature:

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

3. Annexure – 3 FORMAT OF POWER-OF-ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we M/s, (name of the Bidder and its address) do hereby appoint and authorize Shri (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC** floated by The KFC (hereinafter referred to as Kerala Financial Corporation), including signing and submission of all documents and providing information/responses to KFC in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of ____ 2025 For or on behalf of M/s ____

(Authorized Signatory)

(Name, Designation and Address)

Accepted

(Authorized Signatory)

Witnesses:

1)	2)
(Name, Signature & Address)	(Name, Signature & Address)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

4. Annexure – 4 UNCONDITIONAL ACCEPTANCES OF TERMS & CONDITIONS OF THE RFP

Note: To be submitted on prime bidder letter head.

To

Date: DD.MM.YYYY

The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Dear Sir,

Reference: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC

This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by KFC regarding Request for Proposal (RFP) for Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

(Authorized Signatory)

Name of the signatory Designation

(Company Seal)

5. Annexure – 5 SELF DECLARATION

Note: To be submitted on prime bidder letter head.

To
The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Date: DD.MM.YYYY

Dear sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

We, _____ (name and designation) on behalf of _____ M/s _____ having its registered office at _____ have submitted a Bid proposal to Kerala Finance Corporation (KFC) in response to the Request for Proposal (RFP) dated _____.

We are duly authorized persons to submit this undertaking.

- We do not have any business relationship with KFC including its directors and officers, which may result in any conflict of interest between the KFC and us. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- We further confirm that all the information as per requirement of the Corporation have been included in our bid.
- 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.
- We have not been blacklisted by any Government Authority/ KFC/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.
- We are not involved in any litigation which threatens the solvency of the company.
- We do not have any legal proceedings/ inquiries / investigations, commenced/ pending against us by any statutory or regulatory or investigative agencies.
- 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.
- We also confirm that we are not a NPA holder in any KFC/Financial Institution in India.

Signature:

Name of the Authorized Person:

Date & Place:

6. Annexure – 6 MANUFACTURERS AUTHORIZATION FROM OEM

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

To,
The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Date: DD.MM.YYYY

Dear sir,
REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- Such Products as the KFC may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and

In the event of termination of production of such Products:

- Advance notification to the KFC of the pending termination, in sufficient time to permit the KFC to procure needed requirements; and
- Following such termination, furnishing at no cost to the KFC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable Bidder.

Place:

Date:

Seal and signature of the OEM

7. Annexure – 7 PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act – *Tentative format*)

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 Supply, Installation, and Implementation of
LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC as in
scope of the RFP 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 contract duration of 60 Months
with additional claim period of 6 months.

"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 1
Officer 2

Name & Signature of Authorized

Bank Office Seal:

8. Annexure – 8 NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement Format **(Duly executed on stamp paper of INR 500/-)**

This Agreement made at _____, on this ____ day of _____
2025.

BETWEEN

M/s. _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "**Bidder**" 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**.

Bidder and **KFC** 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

9. Annexure – 9 DEED OF INDEMNITY

(In stamp paper of Rs 500/-)

This Agreement made at _____, on this _____ day of _____ 2025.

BETWEEN

M/s. _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "Bidder" 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.

Bidder and **KFC** 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:

We, _____
(Company) hereby undertake to

1. Indemnify Kerala Finance Corporation (KFC) and agree to protect and hold KFC harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.
2. Indemnify & protect and save KFC against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the hardware, software and equipment or other systems supplied by them to KFC from whatsoever source, provided however, (i) KFC notifies the Bidder in writing as soon as practicable when KFC becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) KFC provides the Bidder with the

assistance, information and authority reasonably necessary to perform the above and (vi) KFC does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where KFC is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential, and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by KFC arising out of claims made by its customers and/or regulatory authorities.

3. Indemnify the KFC, and shall always keep indemnified and hold the KFC, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the KFC as a result of:
 - KFC's authorized / bona fide use of the Deliverables and/or the Services provided by Bidder/Bidder under this RFP; and/or
 - An act or omission of the Bidder, employees, agents, sub- contractors in the performance of the obligations of the Bidder under this RFP; and/or
 - Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the KFC; and/or
 - Breach of any of the term of this RFP/Purchase Order (PO) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this Agreement/PO; 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 Agreement; and/or
 - Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by the Bidder.
 - The Bidder shall indemnify KFC for any data loss/damage because of processing of KFC's data in the software supplied.
4. The Bidder will have to at its own cost and expenses defend or settle any claim against the KFC that the Deliverables and Services delivered or provided under RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the KFC:
 - Notifies the Bidder in writing; and
 - Cooperates with the Bidder in the defense and settlement of the claims.
5. The Bidder shall compensate the KFC for such financial loss, direct and remote, suffered by the KFC if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the KFC as per the terms and conditions of this RFP and to meet the Service Levels.
6. Additionally, the Bidder shall indemnify, protect and save the KFC against all claims, losses, costs, damages, expenses, action, suits and other proceedings, that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any

country where the Deliverables and Services are used, sold or received; and/or resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the KFC from whatsoever source, provided the KFC notifies the Bidder in writing as soon as practicable when the KFC becomes aware of the claim however, the Bidder has sole control of the defense and all related settlement negotiations.

7. KFC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and Bidder aware the rights to make any statements or comments or representations about the claim by KFC or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
8. The indemnity would also cover damages, loss or liabilities suffered by KFC arising out of claims made by its customers and/or regulatory authorities.
9. Indemnity would be limited to court awarded damages and shall exclude consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by the KFC arising out of claims made by its customers and/or regulatory authorities.
10. The Bidder shall indemnify KFC in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the KFC does not opt for retention of GST component on supplies.
11. Bidder shall indemnify to KFC, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.
12. In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall be liable to KFC for each such event and in respect of each occasion at which such event occurs. If KFC can recover a part of or the entire amount of loss suffered by KFC from its insurance claims and provided that the Bidder has reimbursed KFC of the entire loss, the amount recovered by KFC from the insurer shall be refunded to the Bidder.
13. Bidder is also liable to bear any losses for failure on part of the Bidder that KFC or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate KFC for any loss occurred to KFC due to the any system/Procedure/Service lacuna of the outsourced agency.

KFC undertakes to:

14. give prompt notice to the Bidder concerning the existence of the indemnifiable event. grant authority to the Bidder to defend or settle any related action or claim; and,
15. provide, at the Bidder's expense, such information, cooperation, and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. KFC's failure to give prompt notice shall not constitute a waiver of KFC's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay.

Notwithstanding anything to the contrary set forth herein,

- 16.KFC may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to KFC or increase the obligations assumed by KFC under this Agreement, without the prior written consent of KFC.
- 17.If the Bidder elects not to defend any claim, KFC shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by KFC provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by KFC, the Bidder shall promptly reimburse KFC for all costs, expenses, settlement amounts and other damages.

For and on behalf of
Kerala Financial Corporation
Name of Authorized Signatory

For and on behalf of
M/s. _____
Name of authorized Signatory

Designation

Designation

10. Annexure – 10 LETTER FOR REFUND OF EMD

Note: To be submitted on prime bidder letter head.

To,
The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Date: DD.MM.YYYY

Dear Sir,
REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025
Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

We____(Company Name) had participated in the Request for Proposal (RFP) for Supply, Installation, and Implementation of Customer Relationship Management System (CRM), Loan Origination System (LOS) & Loan Management System (LMS) **and Supporting Applications**

and are unsuccessful bidder.

Or

We_____(Company Name) had participated in the RFP for **Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.** and are successful bidder and we had submitted all the legal Documents.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

S. No	Bidder Name	UTR No.	Account Details of Remitter	Amount Rs.

KFC details to which the money needs to be credited via NEFT are as follows:

	Name of the Bank with Branch	
	Account Type	
	Account Title	
	Account Number	
	IFSC Code	
	PAN no.	
	GST No:	

Signature:

Name:

Designation:

Company Seal:

11. Annexure – 11 FUNCTIONAL AND TECHNICAL REQUIREMENTS

Available as Excel attachments as part of the RFP documents.

12. Annexure – 12 PRE-BID QUERY FORM

If, the bidder, intends to respond to the ” **Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.**” and requires any clarifications on the points mentioned in the RFP, it may communicate with KFC using the following format (in a Microsoft Excel (.xls/.xlsx) format) only.

All questions received within the last date of receiving Pre-bid queries mentioned in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidders if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, KFC may at its discretion, may or may not answer all queries in the Pre-bid meeting.

Section Number	Page Number	Point Number	Original Clause	Query	Bank’s Response

13. Annexure – 13 BIDDER PROFILE

Note: To be submitted on prime bidder letter head.

To,
The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Date: DD.MM.YYYY

Dear sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

SL No.	Particulars	Details
A	Bidder Profile	
1.	Name of Firm/ Company	
2.	Constitution (Pvt Ltd, Partnership, LLP, Proprietorship etc.,)	
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 personnel/s executing the document.	
6.	Contact Details of Authorized Person Mobile No Email ID Company Website	
7.	Balance sheet and P&L of the Bidder in last three financial (2024-25, 2023-24, 2022-23)	
8.	PAN Number	
9.	GST No.	
10.	Bank Details: Name of the Bank Branch Address Type of Account Account Number IFS Code	

Signature:

Name of the Authorized Person:

Designation:

14. Annexure – 14 PROFILE OF TEAM LEADER AND TEAM MEMBERS

Note: To be submitted on prime bidder letter head.

Profile of Proposed Team Leader & Team Members		
1	Name of the firm	
2	Name of candidate	
3	Present Designation	
4	Proposed position in project	
5	Nationality	
6	Date of Birth	
7	Nationality	
8	Personal address Telephone No. Fax No. Email ID	
9	Education	Name of Institution, Qualification, year
10	Other Training	
11	Languages	Speaking, Reading, Writing
12	Membership in Professional Societies	
13	Countries of work Experience	
14	Work undertaken which best illustrates capabilities for similar projects	
15	Name of assignment: Organization: Time period – From & To (mm/year) Total no. of years: Main project features in bullet points:	

15. Annexure – 15 INTEGRITY PACT

(Duly stamped on stamp paper INR 500/-)

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 implementer of applications in scope of RFP 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 Sub contractor, 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 to 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)

Name & Designation of Signatory

Name & Designation of Signatory

(Office Seal)

(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

16. Annexure – 16 MAKE IN INDIA PURCHASE PREFERENCE

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal)

To,
The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Date: DD.MM.YYYY

Dear sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

This is to certify that proposed <product details> is having the local content of-----% as defined in the above-mentioned RFP.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 dated 15-6-2017 as revised on 16-9-2020, referred to hereinabove.

Signature of statutory auditor/ Cost auditor

Name

Company

Registration number

Seal

17. Annexure – 17 TURNOVER, NET PROFIT AND NET WORTH CERTIFICATE

Note: To be submitted on prime bidder and CSP letter head.

To,

Date: DD.MM.YYYY

The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Dear sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

The turnover, P&L and net worth details of M/s. _____ are furnished below. This certificate is issued to M/s. _____ for participating in the e-tender for appointment as implementer of applications in scope of the RFP of Kerala Financial Corporation. (Rs. In lakh)

FY	Total Turnover	Net Profit or Loss	Net worth
2022-23 (Audited)			
2023-24 (Audited)			
2024-25 (Audited/Provisional)			

Signature of statutory auditor/ Cost auditor

Name:

Company:

Registration number:

Seal:

18. Annexure – 18 CONSORTIUM & AUTHORISED PARTNER DETAILS

Note: To be submitted on prime bidder letter head.

To,

Date: DD.MM.YYYY

The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Dear sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

(To be submitted in Bidder's Letter head)

Sr. No.	Role	Name of Company	Responsibility	Products / Services Offered
1	Prime Bidder	ABC Co.	Overall Project delivery Application Bidder	-
2	CSP	QWE Co.	Cloud Infra Management Infrastructure Bidder	
2	Software Provider	DEF Ltd.	LOS OEM of the Solution	Abc version 1 Def version 2 Ghi version 3
4	Xx			
5	Xx			

19. Annexure – 19 CHECKLIST ITEMS FOR BID SUBMISSION

Note: To be submitted on prime bidder letter head.

To,

Date: DD.MM.YYYY

The Chairman & Managing Director,
Kerala Financial Corporation,
Vellayambalam, Thiruvananthapuram - 695033.

Dear sir,

REF: KFC/IT/E-Tender/03/2025-26 Dated 10.07.2025

Sub: Supply, Installation, and Implementation of LLMS (Loan Lifecycle Management Solution) and Supporting Solutions for KFC.

Below Checklist details has been attached with the technical Bid in the E-tendering platform <https://www.etenders.kerala.gov.in>.

Sr No	Particulars	Documents Attached (Yes/No)
1.	Annexure – 1 Technical Bid Form	
2.	Annexure – 3 Power of Attorney	
3.	Annexure – 4 Unconditional Acceptance of terms and conditions of the RFP.	
4.	Annexure – 5 Self Declaration	
	Annexure – 13 Bidder Profile	
5.	Annexure – 8 Non-Disclosure Agreement	
6.	Annexure – 9 Deed of Indemnity	
7.	Annexure – 15 Integrity Pact	
8.	Annexure – 18 Consortium and Authorized Partner Details	
9.	MAF for the applications in scope (Core, Supporting, Infrastructure)	
10.	Supporting Documents for Eligibility Criteria. Bidder should submit all required documents. Any non – submission of documents will lead to disqualification from Bid.	
11.	Annexure – 11 Functional and Technical Requirements. Must submit compliance to 80% of the requirements.	
12.	Supporting Documents for Technical Criteria. Bidder should submit all required documents. Any non – submission of documents will lead to disqualification from technical evaluation.	
13.	Technical Proposal of the Bid: <ul style="list-style-type: none">• Prime Bidder to submit Details of the (core, supporting, infrastructure) applications capabilities/specs/features/integration in the Bid.• Product Name and Version details of (core, supporting, infrastructure).• DC/DR cloud setup related information.• Approach and Methodology for BRD phase, migration phase, UAT phase.• Post Go-Live BaU support, escalation matrix	

	• Any assumption of the Prime Bidder related to the Bid.	
14.	Annexure – 14 Profile of team leader and Team Members	
15.	Signed and stamped of the full RFP document from the authorized person of the prime Bidder.	
16.	Annexure – 19 Checklist items for the Bid	

We confirm that any Bid related queries have been asked by us during the Pre-Bid phase of the tendering process and have understood the overall scope of work of the RFP. Any assumptions made by us has been highlighted in the technical proposal of the Bid. We confirm that no price sensitive information has not been provided in the Technical Proposal.

The Commercial Bid comprises of the Bill of Material Excel file as well as the Annexure - 2 Commercial Bid Form which has been submitted separately.

Place:

Date:

SEAL (Authorized Signatory)

-----End of Document-----