

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/04/2025-26

PREBID QUERY RESPONSE

Sr. No.	Section Number	Page No.	Point Number	RFQ-Original Clause	Query	KFC Response
1		20	Mandatory Qualification Criteria for th	The OEM of the proposed LOS, LMS and Accounting System should have minimum CMMi Level 3 or above as on Bid Submission Date.	Please change the clause that "The OEM/Bidder of the proposed LOS, LMS and Accounting System should have minimum CMMi Level 3 or above as on Bid Submission Date."	RFP Requirement Stands
2		21	Mandatory Qualification Criteria for the Prime Bidder	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.	Kindly change the clause " Include the bidder/OEM . "The Prime bidder/OEM 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."	RFP Requirement Stands
3		21	Mandatory Qualification Criteria for th	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 • E6Sponsor/Partner Bank Out of 8 at least 4 fintech integration experience has to be provided.	Kindly include the Bidder/OEM has expeirnce in impementing the such intergation in recent or ongoing projects. The letter should be provided by the Bidder/OEM letter head	RFP Requirement Stands
4		22	Mandatory Qualification Criteria for the Prime Bidder	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. <ol style="list-style-type: none"> 1. CRM 2. LOS 3. LMS 4. Accounting System with GST 	We request to consider the OEM/Bidder experince in implementing the required application in the BFSI.	RFP Requirement Stands
5		22		All the proposed supporting applications/ products should at least be implemented in at least one (1) BFSI. <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) 	Kindly remove this elibiity cretrua. As We had implemented large complex application in BFSI. Kindly review this clause in eligibility	RFP Requirement Stands

6		80	Detailed Technical Evaluation Parameters:	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.	We request bank to consider the biderr IT project experiece in providing the digital solution on asset and liblity product. Hence marking should not be done on specific product mentioned such as CRM, LMS, LOS	RFP Requirement Stands
7	3. ELIGIBILITY CRITERIA, Mandatory Qualification Criteria for the Consortium Partner	23	B. Financial. Point 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).	<p>Requesting the department for relaxation on the following clause to be ammended to:</p> <p>The CSP 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>This ammendment will encourage wider participation from competent Cloud Service Providers, including mid-sized players with proven technical expertise and delivery capabilities. We are a MeitY empanelled CSP, and are compliant with all the regulations and compliances.</p>	RFP Requirement Stands
8	Eligibility criteri	22	A. General Section	<p>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.</p> <p>2. Data Centers of CSP should be minimum Rated 3 of TIA942 or Tier 3 of Uptime Institute.</p> <p>3. The Proposed Data Centers should be successfully STQC audited & PCI-DSS certified. The proposed cloud should be Meity empaneled.</p> <p>4. The Proposed Data Centers should be successfully STQC audited & PCI-DSS certified. The proposed cloud should be Meity empaneled.</p> <p>5. The CSP should comply for ISO 22301: 2019 (Business Continuity Management) and ISO 27701:2019 (Privacy Information Management) certification</p>	These documents have been requested by ASW for participation in the RFP. We kindly request an extension of the RFP submission deadline or an exemption for these specific documents, allowing us to submit them via email within the next 2-3 weeks after the initial submission.	RFP Requirement Stands
9	Eligibility criteri	23	B. FINANCIAL	<p>1.The CSP should comply for ISO 22301: 2019 (Business Continuity Management) and ISO 27701:2019 (Privacy Information Management) certification.</p> <p>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</p>	These documents have been requested by ASW for participation in the RFP. We kindly request an extension of the RFP submission deadline or an exemption for these specific documents, allowing us to submit them via email within the next 2-3 weeks after the initial submission.	RFP Requirement Stands

10	Eligibility criteria	23-24	C. EXPERIENCE AND SERVICE CAPABILITY	<p>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</p> <p>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 Form) from the OEM of the proposed solution. It's not mandatory to have al</p>	These documents have been requested by ASW for participation in the RFP. We kindly request an extension of the RFP submission deadline or an exemption for these specific documents, allowing us to submit them via email within the next 2–3 weeks after the initial submission.	RFP Requirement Stands
11	1	20	3	<p>1 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). Supporting Documents: 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.</p>	The bidder requests the following modifications: Please accept certificate from Company Secretary also.	RFP Requirement Stands
12	1	25	4	<p>1) Brief description of Implementation Model: e) Bidder is also required to supply, implement & maintain bandwidth & SDWAN solution for DC, DR & all branches. DC & DR should be on cloud.</p>	<p>The bidder requests the following clarifications: The bidder is not allowed to directly sell bandwidth as per TRAI regulations. In this case, the bidder understands that bandwidth is to be provided as a service as a part of this deal and all invoices from the bandwidth providers will be in the name of the bidder and paid directly by the bidder to the bandwidth provider. The Purchaser is not expecting invoices from the bandwidth provider directly in the name of the Purchaser and also, it will not be entering a tri-party agreement between the bandwidth provider and the bidder. Please confirm if the understanding is correct.</p>	Understanding is correct
13	1	46	7.2	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.	The bidder requests the deletion of this clause.	RFP Requirement Stands

14	1	56	5	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.	The bidder requests the following modifications: The bidder requests that a portion of the contract fees should be apportioned to the Warranty phase also so that adequate cash inflow is maintained for the entire deal duration.	RFP Requirement Stands
15	1	56	5	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.	The bidder requests the following clarifications: Statement not clear. Does this mean that the charges for the broken period are to be paid separately and are not to be included in the Financial proposal of the bidder at this stage? Also, what shall be the payment term for such a separate arrangement? Please clarify.	RFP clause is self explanatory
16	1	57	6	6. IMPLEMENTATION SCHEDULE	Implementation schedule says Base product installation and BRD sign off by the first month of project start, which is practically impossible. UAT starts in M3 and there is no mention of customisation period. Request to amend the Implementation schedule	Please refer corrigendum
17	1	58	7	7. PAYMENT TERMS	The bidder requests the addition of the following clause: Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	RFP Requirement Stands
18	1	58	7	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	The bidder requests the following modification / clarifications: 1) Payments to be made monthly as SLAs are also measured monthly and penalties are being deducted monthly for SLA breach. 2) In the 1st year of the contract, payments to be made pro rata basis for services which are Live prior to the completion of transition of all services. Please confirm if the understanding is correct.	RFP Requirement Stands
19	1	58	7	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 requests the following modifications: In a fixed price contract, payouts should not be linked to resources, especially during the Support / O&M phase. Payouts for ongoing Services will be made to the successful bidder on the basis of ongoing support and corresponding invoices raised for each quarter, adjusting the applicable penalties.	RFP Requirement Stands

20	1	58	7	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.	The bidder requests the following clarifications: Can these resources work from offshore or do they have to be deployed onsite only at no additional cost to the Client?	To be discussed with selected Bidder
21	1	59	7	The FMS Resource cost will locate centrally which will be mutually agreed post finalization of the bidder.	The bidder requests the following clarifications: The clause is not clear. Please clarify.	Please read the clause as "The FMS Resource cost will Operate from a central location which will be mutually agreed post finalization of the bidder."
22	1	59	7	Application Payment Term - 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.	The bidder requests the following modifications: - 60% 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. - 10% of the License cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KFC.	RFP Requirement Stands
23	1	59	7	ATS Cost for Core and Supporting Application Software - ATS (post warranty) cost for Core and Supporting Application Software will be paid quarterly in arrears. - ATS cost for each year of applications should not be less than 20% of its license cost.	The bidder requests the following modifications: 1) ATS (post warranty) cost for Core and Supporting Application Software will be paid Annually in Advance. 2) ATS cost for each year of applications should not be less than 10% of its license cost	RFP Requirement Stands
24	1	60	7	Implementation Cost - 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.	The bidder requests the following modification: - 50% of implementation cost will be paid post submission of UAT Sign-off by KFC for each service. - 40% of the implementation cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KFC for each service. - 20% of implementation cost will be paid after 2 months of successful Go-Live, acceptance and Sign-off by KFC for each service.	RFP Requirement Stands
25	1	60	7	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.	The bidder requests the following modifications: - 60% 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. - 40% of migration cost of the applications will be paid after GO Live along with Migration Report and Sign-off from KFC.	RFP Requirement Stands

26	1	60	7	<p>Onetime Cost for Establishment of DC-DR for cloud setup</p> <ul style="list-style-type: none"> - 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. 	<p>The bidder requests the following modifications:</p> <ul style="list-style-type: none"> - 50% of Infrastructure cost will be paid post setup of infrastructure for base product installation and sign-off from KFC. - 30% of Infrastructure cost will be paid post successful completion of UAT of applications and sign-off from KFC. - 20% of Infrastructure cost will be paid once successful DR Drill and post Go-Live of Core and Supporting Applications. 	RFP Requirement Stands
27	1	60	7	<p>Onetime Cost for Establishment of DC-DR for cloud setup</p> <ul style="list-style-type: none"> • 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. 	<p>The bidder requests the following clarifications:</p> <p>The bidder is not allowed to directly sell bandwidth as per TRAI regulations. In this case, the bidder understands that bandwidth is to be provided as a service as a part of this deal and all invoices from the bandwidth providers will be in the name of the bidder and paid directly by the bidder to the bandwidth provider. The Purchaser is not expecting invoices from the bandwidth provider directly in the name of the Purchaser and also, it will not be entering a tri-party agreement between the bandwidth provider and the bidder. Please confirm if the understanding is correct.</p>	Understanding is correct
28	1	61	7	<p>Recurring Cost for DC-DR Cloud Setup including Infra solutions (DLP, EDR, APM, ITSM)</p> <ul style="list-style-type: none"> - To be paid quarterly in arrears post Go-Live of Core Solution, Supporting Solution. 	<p>The bidder requests the following modifications:</p> <p>Payments to be made monthly as SLAs are also measured monthly and penalties are being deducted monthly for SLA breach.</p>	RFP Requirement Stands
29	1	61	7	<p>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.</p>	<p>The bidder requests the following modifications:</p> <p>Any objection / dispute to the amounts invoiced in the bill shall be raised by KFC within reasonable time, not exceeding 30 days, 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.</p>	RFP Requirement Stands
30	1	63	8	<p>8. PAYMENT AND TAXES</p> <p>The entire benefits/ advantages, arising out of <u>fall in prices</u>, taxes, duties or any other reason, must be passed on to KFC.</p>	<p>The bidder requests the following clarifications:</p> <p>Which prices are being referred to here?</p>	RFP clause is self explanatory.
31	1	64	9	<p>Project Management Office</p> <p>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.</p>	<p>The bidder requests the following modifications:</p> <p>This is not a Time & Material based contract. It is a fixed price contract where the SI shall have to achieve milestones as per agreed upon timelines for which, even if additional resources are required, they shall be provided at no extra cost. Even for the resources to be deployed onsite, there are not payment milestones / T&M based payments given in the Financial format / BoQ. So, the purpose of this statement is not clear. Please clarify.</p>	RFP clause is self explanatory. Please refer BOQ as well.

32	1	64	9	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.	The bidder requests the following modifications: The bidder should execute the contract/SLA, NDA, and submit PBG within 30 (thirty) working days from the date of KFC issues Purchase order to Bidder.	RFP Requirement Stands
33	1	64	9	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.	The bidder requests the following modifications: Signing of Contract, NDA and submission of PBG has to be completed within 30 working Days (excluding 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 1 lakh.	RFP Requirement Stands
34	1	64	9	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.	The bidder requests the following modifications: 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.	RFP Requirement Stands
35	1	64	9	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.	The bidder requests the following modifications: 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 capped to 5% of the total milestone value. 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.	RFP Requirement Stands
36	1	64	9	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.	The bidder requests the following clarifications: Is the total penalty during Implementation phase capped to 20% of the total contract value OR is the maximum penalty for delay in any milestone capped to 20% of the total contract value? Please clarify.	The RFP clause is self-explanatory. During the implementation phase, if the bidder fails to meet a defined milestone, the penalty clause will be invoked as per the terms outlined. In the event of continued delays in subsequent milestones, penalties will again be applicable, reinforcing the importance of timely delivery and adherence to the implementation schedule. However, bidders are advised that KFC will take a considerate view in cases where delays are caused due to unforeseen circumstances or factors beyond the bidder's control. Such instances will be evaluated on merit, and appropriate discretion will be exercised.

37	1	64	9	<p>Failure to meet Implementation Phase(s) Milestone(s)</p> <p>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.</p>	<p>The bidder requests the following modifications:</p> <p>If the Bidder fails to achieve implementation milestones which is in line with the payment milestone defined in the RFP, a penalty of 0.5% will be deducted from the missed milestone's for each week of delay, subject to a maximum penalty of 5% of the Total milestone value.</p>	RFP Requirement Stands
38	1	64	9	<p>Failure to meet Implementation Phase(s) Milestone(s)</p> <p>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.</p>	<p>The bidder requests the following clarifications:</p> <p>Additional penalties will be over and above the 20% maximum penalty of 20% of the Total Contract Value amount. Please confirm.</p>	<p>The clause explicitly outlines provisions for additional penalties, termination, or execution of exit management in the event the selected bidder fails to implement the project as per agreed timelines and deliverables.</p> <p>In such cases, if KFC has already released payments against previous milestones, it reserves the right to recover the disbursed amount during the exit management process. This is to account for the significant time, effort, and resources that would have been invested by KFC up to that point. This clause is designed not as a deterrent, but as a safeguard to ensure accountability and timely execution. Bidders are expected to maintain a proactive and performance-oriented approach throughout the engagement.</p>
39	1	65	9	Post Go-Live	<p>The bidder requests the following clarifications:</p> <p>Is there any capping on the maximum penalty that can be levied on the bidder in case of breach of SLA after Go-Live? Its not mentioned in the RFP.</p>	<p>Upon successful go-live, quarterly payments will be released to the selected bidder. These payment are structured across components (ATS, IaaS, FMS). A detailed breakdown of the payment components and the conditions under which penalties may be imposed has been provided in the RFP . It is important to note that no fixed cap on penalties can be defined at this stage, as the applicability and extent of penalties will be assessed on a case-by-case basis, depending on the nature and impact of the issue.</p> <p>However, bidders are encouraged to focus on the successful execution and ongoing maintenance of the project rather than being overly concerned about penalty deductions. Penalties are not intended to deter the bidder, but to ensure timely and quality delivery. The overarching objective is to foster a collaborative, accountable, and performance-driven engagement.</p>
40	1	65	9	Post Go-Live	<p>The bidder requests the following modifications:</p> <p>Penalties are not meant to be punitive or, conversely, a vehicle for additional fees. So, the bidder requests that the penalty post Go-Live should be capped to 5% of quarterly O&M cost.</p> <p>In any event, the total penalty levied for reasons solely and entirely attributable to the bidder.</p>	RFP Requirement Stands

41	1	69	12	<ul style="list-style-type: none"> The organization reserves the right to call for fresh quotes any time during the validity period, if considered necessary. 	The bidder requests the following clarifications: What is meant by this clause?	RFP clause is self explanatory
42	1	69	12	<ul style="list-style-type: none"> The prices quoted will be exclusive of all applicable taxes. 	The bidder requests the following clarifications: In RFP on page # 62, its mentioned that the price would be inclusive of all applicable taxes but exclusive of only applicable GST. Please confirm which is correct.	It should be inclusive of all applicable taxes but exclusive of only applicable GST.
43	1	70	12	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.	The bidder requests the following addition to the clause: Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	RFP Requirement Stands
44	1	71	16	<p>TENDER DOCUMENT FEES & EARNEST MONEY DEPOSIT (EMD)</p> <p>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.</p>	<p>The bidder requests the following modifications: Please accept EMD in the form of a Bank Guarantee also as:</p> <ol style="list-style-type: none"> 1. Bank Guarantee is a valid form of PBG widely accepted across tenders. 2. Issuing an EMD in the form of RTGS/NEFT will block the working capital for the bidder and this would be retained by the tendering authority till the end of the tendering process, which in case is delayed , the money is held back till such time and in turn a financial impact to the bidder. In case of a BG only a margin money of the EMD would be blocked for the said period. However, this does not affect the tendering authority as they are assured of the security deposit from the issuing bank on behalf of the bidder. 	RFP Requirement Stands
45	1	71	17	<p>Performance Guarantee</p> <p>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.</p>	<p>The bidder requests the following modification / clarifications:</p> <p>The Successful Bidder shall furnish the performance bank guarantee within 30 working days of the receipt of acceptance by KFC, as per the format given in Annexures, failing which EMD will be forfeited. Signing of Contract, NDA and submission of PBG has to be completed within 30 working Days (excluding holidays) with KFC .</p>	RFP Requirement Stands
46	1	71	17	<p>Performance Guarantee</p> <p>b) The value of the Performance Bank Guarantee will be 10% of the total contract value.</p>	<p>The bidder requests the following modifications:</p> <p>The value of the Performance Bank Guarantee will be 3% to 5% of the total contract value.</p>	RFP Requirement Stands
47	1	72	17	<p>Performance Guarantee</p> <p>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.</p>	<p>The bidder requests the following modifications:</p> <p>The Performance Bank Guarantee (PBG) should be valid for a period of 61 months (60 months of contract duration and 1 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 on pro rate basis.</p>	RFP Requirement Stands

48	1	77	31	Objective of Evaluation Process 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.	The bidder requests the deletion of this clause. The bid should be evaluated as per the selection criteria mentioned in the RFP.	RFP Requirement Stands
49	1	77	31	Normalization of Bids 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.	The bidder requests the deletion of this clause. This is a non-standard requirement. Or, please share the relevant guideline basis which, such a clause has been included.	RFP Requirement Stands
50	1	82	31	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.	The bidder requests the deletion of this clause. The bid should be evaluated as per the criteria mentioned in the RFP.	RFP Requirement Stands
51	1	82	31	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%.	The bidder requests the following modifications: Quality cum Cost Based System (QCBS) of evaluation 80:20 (80 points for technical bid and 20 points for commercial bid) The technical evaluation carries weightage of 80% & financial evaluation carries weightage of 20%.	RFP Requirement Stands
52	1	83	31	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 bidder requests the following clarifications: KFC can modify any term before the final submission of the commercials or any time during the bid process / execution of the contract? Please clarify. Post award of contract, any change in RFP terms / scope should be with mutual agreement of the bidder.	RFP clause is self explanatory
53	1	84	32	• 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 requests the following clarifications: The bidder understands that in such a case arithmetical or other errors in the bid, the Commercial Bid Evaluation Considerations as given on Page 81 and 82 of the RFP shall prevail. Please confirm.	RFP clause is self explanatory
54	1	85	37	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.	The bidder requests the following modifications: 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 30 working days.	RFP Requirement Stands

55	2	86	38	Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time.	The bidder requests the deletion of this clause.	RFP Requirement Stands
56	2	86	39	TERMINATION	<p>The bidder requests the following modifications:</p> <p>1) Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed.</p> <p>2) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.</p> <p>3) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred up to the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services.</p> <p>4) If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	RFP Requirement Stands
57	2	86	39	a) Termination for Default	<p>The bidder requests the following clarifications:</p> <p>The bidder understands that the clause is applicable when reasons for termination are solely attributable to the bidder. Please confirm.</p>	RFP clause is self explanatory

58	2	86	39	<p>a) Termination for Default</p> <p>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.</p>	<p>The bidder requests the following modifications:</p> <p>In the event the Purchaser terminates the contract in whole or in part, Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services like those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods or services. Vendor shall be required to bear only the Excess Cost for procurement of goods and/or services similar to those undelivered. The Term "Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered goods and/ or services of equivalent specification to the Purchaser under this project minus the cost on which the Vendor agreed to provide the undelivered goods and/or services under this project. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.</p>	RFP Requirement Stands
59	2	86	39	<p>a) Termination for Default</p> <p>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.</p>	<p>The bidder requests the following clarifications:</p> <p>Statement is not clear. Does it mean that if liquidated damages exceeds 10% of the contract value, then the bidder must continue performance of the contract portion which has not been terminated?</p>	RFP clause is self explanatory
60	2	87	39	c) Termination for Convenience	<p>The bidder requests the following clarifications:</p> <p>What about payments to the bidder in case of Termination?</p>	Please refer payment milestone and subsequent termination clause in the RFP.
61	2	87	39	c) Termination for Convenience	<p>The bidder requests the following modifications:</p> <p>Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.</p>	RFP Requirement Stands
62	2	87	39	d) Consequences of Termination	<p>The bidder requests the following clarifications:</p> <p>The bidder understands that in the event of termination for any reason whatsoever, the bidder shall be paid for all the goods delivered / services rendered and accepted by the Purchaser till the effective date of termination. Please confirm if the understanding is correct.</p>	RFP clause is self explanatory

63	2	88	39	<p>d) Consequences of Termination</p> <p>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.</p>	<p>The bidder requests the following clarifications:</p> <p>Any services provided by the bidder post the end of the contract in case of expiry, shall be chargeable. The bidder shall be paid for such services as these are not included in the financial value agreed for this RFP. Please confirm if the understanding is correct.</p>	To be discussed with selected Bidder
64	2	88	40	40. EXIT MANAGEMENT	<p>The bidder requests the following clarifications:</p> <p>1) When does the Exit Management phase start and end in case of normal Expiry of the contract?</p> <p>2) The payment as given in the payment schedule will be made to the bidder during the Exit Management phase. Please confirm.</p> <p>3) Services rendered by the bidder post end of the contract period will be paid separately on mutually agreed terms. Please confirm.</p>	RFP clause is self explanatory
65	2	88	40	KFC may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience.	<p>The bidder requests the following clarifications:</p> <p>On RFP page 87 under c) Termination for Convenience clause, its mentioned that 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. So, please confirm which clause will prevail.</p>	RFP Requirement Stands
66	2	91	42	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.	<p>The bidder requests the following clarifications:</p> <p>All amendment will be mutually agreed. Please confirm.</p>	RFP Requirement Stands
67	2	94	55	LIMITATION OF LIABILITY	<p>Limitation of Liability clause in RFP has several exclusions which makes it uncapped. The bidder requests the following modifications:</p> <p>i) The aggregate liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the date the liability arose).</p> <p>ii) In no event shall bidder be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.</p>	RFP Requirement Stands

68	2	98	63	<p>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.</p>	<p>The bidder requests the following clarifications: There are 2 statements in this clause which are of similar nature and applicable in similar circumstances, each capping LD to 10% of TCV. Does this mean that the LD is capped to 20% of the TCV? Else, please specify clearly which clause is applicable under which circumstances with an example. This is critical for understanding the risk. Please clarify and elaborate.</p>	<p>Bidder is advised to note that, under all applicable scenarios, the total liquidated damages shall be capped at a maximum of 10% of the total purchase order value. Once this maximum limit is reached, KFC reserves the right to consider termination of the contract and may invoke the Performance Bank Guarantee (PBG) as per the terms outlined in the RFP.</p>
69	2	99	66	INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS	<p>The bidder requests the following modifications: i) Products and fixes All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the Purchaser even after termination of this Agreement. Bidder would be responsible for arranging any licenses associated with the products. ii) Bespoke development The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Purchaser. iii) Pre-existing work All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under this Agreement (“pre-existing work”) including any enhancement or modification thereto may remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the bidder shall grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for internal business operations of the Purchaser. The foregoing license does not authorize Purchaser to (a) separate Bidder pre-existing IP from the deliverable/software in which they are</p>	RFP Requirement Stands

70	2	99	66	INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS	The bidder requests the following clarifications: The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Purchaser. All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under this Agreement ("pre-existing work") including any enhancement or modification thereto may remain the sole property of that Party. Please confirm if the understanding is correct.	RFP Requirement Stands
71	2	100	70	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.	The bidder requests the following clarifications: On RFP Page 69, its mentioned that the Tender validity period is 120 (One Hundred and Twenty) days from the last date of RFP submission. So please confirm which clause prevails.	Please refer corrigendum
72	2	103	71	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.	The bidder requests the following clarifications: How will the man-day rates be calculated?	To be discussed with selected Bidder
73	2	103	71	c. Change Order 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.	The bidder requests the following modifications: Any change order shall be duly approved by the Purchaser (including any modification / change in the Contract Price) in writing. In case, mutual agreement, i.e. whether new requirement constitutes change order or not, is not reached, successful bidder in interest of works, shall take up enforcement of change order, if advised in writing to do so by CLIENT pending settlement between two parties to effect whether such requirement constitutes a change order or not as per terms and conditions of Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that said work constitutes a change order, same shall be compensated considering records kept in accordance with contract.	RFP Requirement Stands
74	2	105	76	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.	The bidder requests the following clarifications: Is Uninterrupted Power Supply, air-conditioners etc. in bidder's scope? If not, then how is the bidder responsible for these items at the client's locations?	RFP clause is self explanatory
75	2	108	79	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.	The bidder requests the following modifications: The rights should be mutual. Either both parties have equal rights or none of the parties should have such rights. Please consider.	RFP Requirement Stands

76	2	110	83	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.	The bidder requests the following clarifications: The bidder understands that the GST amount has to be quoted as per the prevalent tax rates as on date of submission of bid. In the event any Statutory variation in the rate of GST or any new levy including CESS made applicable on direct transaction between Bidder and Buyer, taking place between the price bid submission date and the contract end period shall be to the Buyer's account. Please confirm if the understanding is correct.	RFP Requirement Stands
77	2	114	88	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.	The bidder requests the following modifications: Due to the unpredictable nature of business environment and global landscape, the bidder requests that they should not be bound by the cost of renewal to be capped to 10% of previous year's payout. It should be driven by market conditions. So, please modify this clause suitably.	RFP Requirement Stands
78	3	118	1	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.	The bidder requests the following modifications: If our Bid is accepted, we will obtain KFC guarantee for a sum equivalent to 3% (Three 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.	RFP Requirement Stands
79	3	118	1	We have submitted Rs. XXXX /- (Rupees XXXX Only) towards EMD, in favor of " Kerala Finance Corporation" with UTR No: through e-procurement portal.	The bidder requests the following modifications: Please accept EMD in the form of a Bank Guarantee also.	RFP Requirement Stands
80	3	120	2	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) <u>taxes extra</u> or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.	The bidder requests the following clarifications: 1) Please confirm if the value mentioned in this letter should be Including GST or Excluding GST. 2) In the RFP, there is ambiguity as to whether the bidder has to submit the financial quote inclusive of all taxes including GST or exclusive of all taxes. So, please confirm the final clause the bidder has to follow.	RFP clause is self explanatory
81	3	121	3	FORMAT OF POWER-OF-ATTORNEY	The bidder requests the following modifications: Please allow the bidders to submit the PoA in their own format.	RFP Requirement Stands

82	3	122	4	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.	The bidder requests the following modifications: Unconditional acceptance / No deviation certificate should be applicable only for the technical features and commercial clauses. Legal deviations on MSA / General Condition of Contract should be allowed which may be negotiated between the Customer and the successful Bidder at the time of MSA/Contract signing. Hence bidder would request to kindly consider the deviations which can be discussed and mutually agreed upon.	RFP Requirement Stands
83	3	125	7	PERFORMANCE BANK GUARANTEE 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).	The bidder requests the following clarifications: The clause seems to be pertaining to EMD. Its relevance in the PBG format is not clear. Please clarify. Else, please delete this clause.	RFP Requirement Stands
84	3	126	7	PERFORMANCE BANK GUARANTEE 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.	The bidder requests the following modifications: 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 1 months.	RFP Requirement Stands
85	3	126	7	PERFORMANCE BANK GUARANTEE 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).	The bidder requests the following modifications: It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this electronic performance bank guarantee that we receive a valid written claim or demand for payment under this electronic performance bank guarantee on or before <> failing which our liability under the guarantee will automatically cease.	RFP Requirement Stands
86	3	135	10	LETTER FOR REFUND OF EMD	The bidder requests the following modifications: Please accept EMD in the form of a Bank Guarantee also and modify the letter suitably.	RFP Requirement Stands
87	3	145	16	MAKE IN INDIA PURCHASE PREFERENCE	The bidder requests the following modifications: The bidder requests to accept certificate from Authorized Signatory.	RFP Requirement Stands
88	3	146	17	TURNOVER, NET PROFIT AND NET WORTH CERTIFICATE	The bidder requests the following modifications: Please accept certificate from Company Secretary also.	RFP Requirement Stands
89	3	146	17	TURNOVER, NET PROFIT AND NET WORTH CERTIFICATE 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)	The bidder requests the following modification / clarifications: In past experience in many RFPs, we have always submitted the details in "INR Crores" instead of "INR lakhs". Hope figures in "INR Crores" are also acceptable. It has not material impact.	RFP clause is self explanatory

90	General	General	General	Acceptance of Deliverables	The bidder requests the following addition to the clauses: The Client shall provide response or feedback on deliverables within 7 working days. Client shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the Client fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the Client confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.	RFP Requirement Stands
91	General	General	General	Training	The bidder requests the following modification / clarifications: 1. Please let us know how many training sessions have to be taken and at what frequency. 2. Please confirm that Training infrastructure will be provided by the department - like seating space, projector, whiteboard etc. 3. Please conform, that all training material will be delivered in electronic format (no hard copies). 4. Training will be provided in English Only. 6. Please confirm in case vendor's staff have to travel for handholding to different cities, in that case, all the boarding lodging will be paid by the department. 7. Please allow remote handholding sessions using collaboration tools.	To be discussed with selected Bidder
92	Milestones of Payment/ Project Plan	62		Milestone 1 (Setup Cost Signoff) - Within 3 months of contract signing. Milestone 2 (Post UAT Signoff) - Within 8 months of contract signing. Milestone 3 (Go-Live Signoff) - Within 9 months of contract signing Milestone 4 (Post Go - Live Signoff) - Within 11 months of contract signing	Request for updating this project plan and milestone as : Milestone 1 (Setup Cost Signoff) - Within 6 months of contract signing. Which includes Application License delivery, DC-DR setup and start of UAT. Milestone 2 (Post UAT Signoff) - Within 12 months of contract signing. Which includes the final UAT completion / signoff. Milestone 3 (Go-Live Signoff) - Within 13 months of contract signing. Milestone 4 (Post Go - Live Signoff) - Within 15 months of contract signing. Which is 2 months completion post Go-Live.	RFP Requirement Stands
93	Section 4-Scop	24		Bidder is required to build interfaces/data transfer mechanishm...	Please share the expected number and nature of API's required for integration with external fintechs and internal system.	Please refer Section 1 - Interfaces details
94	Annexure-11	136		Functional and Technical Requirements	Technical specifications and sample data formats will be shared during pre-bid or post technical qualification?	To be discussed with selected Bidder
95	Annexure-11	136		Functional Requirements-LOS	Are external API's for Credit Bureau, GSTN,MCA, and others already available and tested, or do we need to develop/configure them from scratch?	To be discussed with selected Bidder
96	Annexure-11	136		Functional Requirements-LMS	Please confirm if the system must support flexible repayment types(EMI,bullet,step-up,step-down moratorium handling,etc)	Please refer FTR

97	Annexure-11	136		Functional Requirements-LMS	Does the LMS need to support co-lending arrangements or only individual loans?	Please refer FTR
98	Annexure-11	136		Functional Requirements-Mobile App	Is the Mobile application expected to include biometric login (e.g.-Fingerprint/face ID)?	Please refer FTR
99	Annexure-11	136		Functional Requirements-Web Portal	Will the web portal have role based dashboard for different customer types(etail, MSME, staff loan,etc.)?	Please refer FTR
100	Section 4-Integ	24		Integration with Fintech & Govt API's	Will KFC provide access to existing integration endpoints(e.g.- EMR,eCourt,GSTIN,ITR API's), or are fresh integrations is expected from scratches?	To be discussed with selected Bidder
101	Annexure-12	137		Data Migration	Will KFC allow use of any data migration tools/templates or insist on in-house tools only?	RFP clause is self explanatory
102	Annexure-11	136		Reportas & Dashboards	Will KFC provide a list of mandatory regulatory reports like- AML, NPA,MFI>Returns)or should bidder propose a standard set?	To be discussed with selected Bidder
103	Annexure-11	136		Functional-LOS	Does the system need to support scorecard based risk grading only	To be discussed with selected Bidder
104	Annexure-11	136		Functional-LMS	Does the LMS need to support multi-tenancy or branch configuration of loan schemes and interest logic?	To be discussed with selected Bidder
105		26		B (PREPARATION AND SUBMISSION OF RFP BID) 4. SCOPE OF WORK 1) Brief description of Implementation Model: 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.	B (PREPARATION AND SUBMISSION OF RFP BID) 4. SCOPE OF WORK 1) Brief description of Implementation Model: 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.	RFP Requirement Stands
106		27		B (PREPARATION AND SUBMISSION OF RFP BID) 4. SCOPE OF WORK 1) Brief description of Implementation Model: 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.		RFP Requirement Stands
107		46		B (PREPARATION AND SUBMISSION OF RFP BID) 7) Cloud Setup & Management as Infrastructure as a Service (IaaS) 7.2. Operational Acceptance of Cloud 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.	B (PREPARATION AND SUBMISSION OF RFP BID) 7) Cloud Setup & Management as Infrastructure as a Service (IaaS) 7.2. Operational Acceptance of Cloud 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.	RFP Requirement Stands

108		56		<p>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.</p>	<p>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 <u>solely for the services to be rendered by the Bidder.</u> • 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 <u>due to Bidder's discontinuation of this line of operations</u> 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 KFC 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.</p>	RFP Requirement Stands
109		56		<p>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.</p>		RFP Requirement Stands

110		58		<p>6. IMPLEMENTATION SCHEDULE: 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.</p>	<p>6. IMPLEMENTATION SCHEDULE: 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. <u>KFC shall remain obligated to pay Bidder any amounts due hereunder for Services performed and expenses incurred under this Contract or RFP up to the date of termination, including any Services performed and expenses incurred during any applicable Wind-Down Period.</u></p>	RFP Requirement Stands
111		58		<p>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.</p>	<p>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 1530 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. <u>Any undisputed invoice remaining unpaid after the period of 30 days shall be treated as a debt owed by KFC to the Bidder and the Bidder shall, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until recovery is made in full with interest. Without prejudice to other rights available, Bidder reserves the right to withhold the provision of services till such time all the payment due to the Bidder have been made by KFC and any such withholding of services by the Bidder shall not be treated as a breach of provisions of this RFP or Contract.</u></p>	RFP Requirement Stands

112		61		7. PAYMENT TERMS Note: 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.	7. PAYMENT TERMS Note: 5. Any objection / dispute to the amounts invoiced in the bill shall be raised by KFC <u>upon serving a written notice to the Bidder</u> within <u>reasonable time a period of 15 days</u> 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 (1530) 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.	RFP Requirement Stands
113		63 – 68		9. SERVICE LEVEL EXPECTATIONS AND PENALTY 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.	9. SERVICE LEVEL EXPECTATIONS AND PENALTY 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 25% 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. <u>The maximum aggregate penalty, including by way of liquidated damages under the contract or RFP shall not exceed 5 percent of the value of the delayed or undelivered services and such penalty or liquidated damages, can be levied for the reasons that are solely attributable to the Bidder.</u>	RFP Requirement Stands

114		73		<p>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.</p>	<p>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) <u>pertaining to the RFP. 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. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The cost of such audit shall be borne by KFC. KFC shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the KFC relieves Bidder from meeting the applicable service levels. KFC will ensure that the auditor (except CAG).</u></p>	RFP Requirement Stands
115		73		<p>22. ADHERENCE TO LAWS AND STANDARDS c) KFC reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.</p>	<p>22. ADHERENCE TO LAWS AND STANDARDS c) KFC reserves the right to conduct an audit / ongoing audit of the services provided by the bidder <u>subject to the conditions that KFC shall serve prior written notice for conducting such audit to the Bidder at least 10 days prior and such audit shall not be conducted by a competitor of the Bidder.</u></p>	RFP Requirement Stands
116		74		<p>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.</p>	<p>26. VIOLATION OF TERMS KFC <u>Both the parties to this RFP</u> clarifies that it shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the <u>Bidder respective party to this RFP or contract</u> 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 <u>KFC both the parties to this RFP</u> 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.</p>	RFP Requirement Stands

117		76		D (OPENING AND EVALUATION OF RFP BID) 31. BID EVALUATION CRITERIA 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.	D (OPENING AND EVALUATION OF RFP BID) 31. BID EVALUATION CRITERIA 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.	RFP Requirement Stands
118		85		D (OPENING AND EVALUATION OF RFP 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.	D (OPENING AND EVALUATION OF RFP 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.	RFP Requirement Stands
119		86		SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION a) Termination for Default 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.	SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION a) Termination for Default In the event, KFC terminates the Contract in whole or in part for default on part of the Successful Bidder , 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. The liability under this clause is limited to 5% of the total contract value. 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.	RFP Requirement Stands
120		87		SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION a) Termination for Default 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.	SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION a) Termination for Default 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.	RFP Requirement Stands
121		87		SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION 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.	SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION c) Termination for Convenience KFC ; Either party to this RFP by written notice sent to the other party , 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 the respective party's convenience, the extent to which performance of the Service Provider the parties 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.	RFP Requirement Stands

122		88		SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION d) Consequences of Termination 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	SECTION 2 OTHER TERMS AND CONDITIONS 39. TERMINATION d) Consequences of Termination 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	RFP Requirement Stands
123		90		SECTION 2 OTHER TERMS AND CONDITIONS 40. EXIT MANAGEMENT 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.	SECTION 2 OTHER TERMS AND CONDITIONS 40. EXIT MANAGEMENT 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, <u>subject to the condition that KFC has no pending payments under the contract towards the Bidder.</u>	RFP Requirement Stands
124		90		SECTION 2 OTHER TERMS AND CONDITIONS 40. EXIT MANAGEMENT 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.	SECTION 2 OTHER TERMS AND CONDITIONS 40. EXIT MANAGEMENT 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 <u>subject to the condition that KFC does not have any pending payments to be paid towards the Bidder under the Contract.</u>	RFP Requirement Stands
125		90		SECTION 2 OTHER TERMS AND CONDITIONS 40. EXIT MANAGEMENT Addition or Deletion of Qualified Offerings 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.	SECTION 2 OTHER TERMS AND CONDITIONS 40. EXIT MANAGEMENT Addition or Deletion of Qualified Offerings 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.	RFP Requirement Stands
126		91		SECTION 2 OTHER TERMS AND CONDITIONS 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.	SECTION 2 OTHER TERMS AND CONDITIONS 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.	RFP Requirement Stands

127		92		SECTION 2 OTHER TERMS AND CONDITIONS 49. RIGHT TO INSPECT, EXAMINE AND AUDIT	SECTION 2 OTHER TERMS AND CONDITIONS 49. RIGHT TO INSPECT, EXAMINE AND AUDIT <u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The organization shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless KFC relieves Bidder from meeting the applicable service levels. KFC will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected Bidder and will be bound by confidentiality obligations.</u>	RFP Requirement Stands
128		94 – 95		SECTION 2 OTHER TERMS AND CONDITIONS 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.	SECTION 2 OTHER TERMS AND CONDITIONS 55. LIMITATION OF LIABILITY The Bidders <u>maximum</u> aggregate liability in connection with obligations under <u>this Contract or RFP</u> taken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be the amount paid by KFC to the Bidder under this Contract or RFP for the preceding twelve months period from the date on which such claim for liability arose at actuals and limited to the contract value. The Bidders liability in case of claims against the organization resulting from, <u>willfull</u> 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. <u>The Bidder shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or a Deliverable under this Contract to the extent that such delay or failure has arisen as a result of any delay or failure by KFC or its employees or agents or third party service providers to perform any of its duties and obligations as set</u>	RFP Requirement Stands

129		95		SECTION 2 OTHER TERMS AND CONDITIONS 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.	SECTION 2 OTHER TERMS AND CONDITIONS 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 and identified as 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.	RFP Requirement Stands
130		96		SECTION 2 OTHER TERMS AND CONDITIONS 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 of loss of time of KFC for implementation of the project	SECTION 2 OTHER TERMS AND CONDITIONS 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 of loss of time of KFC for implementation of the project.	RFP Requirement Stands
131		96		SECTION 2 OTHER TERMS AND CONDITIONS 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.	SECTION 2 OTHER TERMS AND CONDITIONS 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 in accordance with Section 39 of this Contract or RFP, or legal action against the Bidder for breach of trust.	RFP Requirement Stands

132		98 – 99		<p>SECTION 2 OTHER TERMS AND CONDITIONS 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.</p>	<p>SECTION 2 OTHER TERMS AND CONDITIONS 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. <u>In accordance to a final decision of the courts or in view of the Bidder, may at its own expense: (a) procure for KFC the right to continue using such Deliverable; (b) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (C) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund to KFC the fees effectively paid for that Deliverable by KFC, subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of KFC in matters related to infringement of third-party intellectual property rights. Bidder shall have no obligations with respect to any third – party IPR Infringement Claims to the extent that such Infringement Claim arises or results from: (i) Bidder's compliance with KFC's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform KFC of the same); (ii) inclusion in a Deliverable of any content or other materials provided by KFC and the infringement relates to or arises from such KFC materials or provided material; (iii)</u></p>	RFP Requirement Stands
133		99		<p>SECTION 2 OTHER TERMS AND CONDITIONS 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.</p>	<p>SECTION 2 OTHER TERMS AND CONDITIONS 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.</p>	RFP Requirement Stands

134		104		SECTION 2 OTHER TERMS AND CONDITIONS 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	SECTION 2 OTHER TERMS AND CONDITIONS 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 <u>rules of Kerala High Court Arbitration Center (KHCA)</u> read along with <u>the rules and regulations of the</u> 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 <u>in KHCA</u> at KFC, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. iii. <u>The decision of the majority of arbitrators shall be final and binding on both parties.</u> 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	RFP Requirement Stands
135		106		SECTION 2 OTHER TERMS AND CONDITIONS 76. SUCCESSFUL BIDDER OBLIGATION 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. 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. 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.	SECTION 2 OTHER TERMS AND CONDITIONS 76. SUCCESSFUL BIDDER OBLIGATION 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. 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.	RFP Requirement Stands
136		108		80. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS 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.	80. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS 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.	RFP Requirement Stands

137		109		SECTION 2 OTHER TERMS AND CONDITIONS 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 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.	SECTION 2 OTHER TERMS AND CONDITIONS 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 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.	RFP Requirement Stands
138		113		SECTION 2 OTHER TERMS AND CONDITIONS 86. REPRESENTATIONS AND WARRANTIES • 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 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.	SECTION 2 OTHER TERMS AND CONDITIONS 86. REPRESENTATIONS AND WARRANTIES • 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 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. <u>Bidder shall not take up any non – infringement warranty on the software used under this project, if such claim arises as a result of: a) use of the Deliverable other than in accordance with any applicable specifications or documentation relating to the Deliverable provided under the Contract; (b) modification or alteration of</u>	RFP Requirement Stands
139		117		SECTION 2 OTHER TERMS AND CONDITIONS 92. NO ASSIGNMENT The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.	SECTION 2 OTHER TERMS AND CONDITIONS 92. NO ASSIGNMENT The Contract cannot be transferred or assigned by the <u>either party to this Contract</u> Bidder without the prior written approval of the <u>Purchaser</u> the other party.	RFP Requirement Stands
140		129		Annexure – 8 NON-DISCLOSURE AGREEMENT 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.	Annexure – 8 NON-DISCLOSURE AGREEMENT 11: Indemnity: <u>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.</u>	RFP Requirement Stands

141		131 – 134		9. Annexure – 9 DEED OF INDEMNITY 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	9. Annexure – 9 DEED OF INDEMNITY 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	RFP Requirement Stands
142		45	Point 14	The Bidder shall offer DR as a service for all resources offered on primary DC site.	Please clarify the sizing capacity of DR compute resources in comparison to DC. Do we need to provision 50 % or 100 % of DC compute at DR	Please refer RFP Point No. 7 of 7.4 of section-1
143		44	Point 8	Bidder should be responsible for implementation & management of all links and SDWAN components till the branch router.	Please help to share the Number of branches and address for each branch for links and SDWAN components	Please refer the page 16,17,18 of RFP for branch details as mentioned under - "Current Branch Details for User count and setup of SDWAN, link connectivity, DLP and Endpoint Protection"
144		46	Point 1	Monitoring & management of SDWAN devices at DC & DR site and also at all the locations of all DCCB banks & its branches	Please share the list of all DCCB banks and its branches with address	There is no details mentioned about DCCB bank in RFP
145		48	Point 3	Bidder will also be responsible for Active directory setup combining of DC, DR & branch desktops for KFC.	Please help to share the number of users and desktops for which AD needs to be provisioned & set up	Please refer the page 16,17,18 of RFP for number of users as mentioned under - "Current Branch Details for User count and setup of SDWAN, link connectivity, DLP and Endpoint Protection"
146		49	Point 7	To provide Network Monitoring Console at Head Office of KFC to monitor availability of network and also the bandwidth available at each branch	Does Bidder needs to be provision the NMS tool . Please share the number of users who will require access to NMS tool	To be discussed with selected Bidder
147		49	Point 8	The Backup window should be 2 hours and restoration window should not be more than 4 hours.	Please help to share the back up size and db size for reference	400 GB is DB Size with Full Backup.

148				<p>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>	<p>We discussed on the IP rights during the pre-bid meeting. Regarding the IPR it was mentioned by you that if we are proposing proprietary platform/product then Bidder has to submit documented proof that they have built it and ownership is with the Bidder, or in other words patents right proof.</p> <p>"What would be the Terms and Conditions If vendors proposed its own Platform to build the solution ? In case bidder proposes an IP solution, following clause will be applicable.</p> <p>Ownership of the entire source code of the KFC specific services, configured over the Pre existing accelerator IP of bidder, would lie with KFC.</p> <p>KFC will have license to use the Pre existing accelerator IP of bidder. Bidder will provide the required executables to KFC for use.</p> <p>Please confirm whether our understanding is in line with the expectations of KFC w.r.t this clause."</p>	<p>The eligibility clause in the RFP has been included to verify whether the proposed base product/product version is a legitimate, copyright-protected solution available in the market, and to ensure that it is free from any IPR infringement. It also seeks to confirm that the ownership of the product lies with the prime bidder.</p> <p>KFC expects the proposed solution to be based on a readily available commercial product, and not a "platform" that requires the entire solution to be built from scratch.</p> <p>The source code of the base product will be submitted to an escrow agent, as per the terms laid out in the RFP. All KFC-specific customizations will be carried out on the source code deposited under this escrow arrangement.</p> <p>The term "Pre-existing accelerator IP" is vendor-specific terminology. Therefore, KFC cannot comment on its applicability until the KFC RFP Evaluation Committee reviews and verifies the bid documents submitted by the bidder.</p>
149		8	Schedule of events	<p>Last Date & Time for Bid submission 23-09-2025 up to 3:00 P.M</p>	<p>We would also need some more time to respond to the RFP. Request you to extend the Bid submission date to Oct 16th (by 3 weeks from the current submission date)</p>	RFP Requirement Stands
150				<p>System should have the OCR/ICR ability to process documents based on images for customer acquisition and lead generation. The system should receive and process documents in file formats including but not limited to PDF, XML, XLS, CSV, WORD, JPEG, PNG etc. and tag them with the respective leads (loan applications). Using OCR/ICR, the data fields should be auto populated</p>	<p>Please elaborate what is the end objective of OCR and ICR</p>	<p>The RFP clause is self explanatory. The only difference is OCR has been mentioned for Printed character recognition and ICR for hand written character recognition.</p>
151				<p>Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management System should be from same OEM so as to provide an integrated System right from capture to archival of documents. Scanning of documents in batches should be possible.</p>	<p>Would you need a Document scanning / capture utility separately, which can work with any scanner</p>	<p>Understanding is correct.</p>
152				<p>System should provide role-based access to platform users to secure critical user information captured on the platform. Specified user should have access to manage the user journey screens including making a field editable, read-only, completely hidden or even create new fields specified for the roles based on hierarchy and function.</p>	<p>Please specify the end objective. Would this be needed in the DMS or LOS</p>	<p>This is the requirement of DMS. Role based access should be given so that not all users have access to all document repository. Bidder to note role based access will be available in all other applications also.</p>
153				<p>Platform should be able to generate letters, forms, loan, legal documentation & all desired template automatically. The generated forms should be modifiable / configurable / editable from backend by KFC.</p>	<p>Please clarify the nos of format and template for each, and from where would the data be populated</p>	<p>Template should be available out of the box from the Bidder. It should be easily configurable by the concerned business user with respect to dimensions attributes. Regarding few modification in the template parameter or any specific requirement from KFC for template designing this will be discussed with selected Bidder.</p>

154				System should have the functionality to extract required data for further analytical functions or for other purposes for end users or other systems at KFC's desired format	Please elaborate further	It should be configurable framework which will be discussed during the BRD Phase.
155				Dashboard builder should be available to allow the System Administrator to create and configure dashboard templates. This should be drag and drop based.	Please elaborate if DMS dashboard is needed or LOS	Bidder to provision and provide dashboard accordingly the detailed scope of work and FTR for respective modules and applications.
156				System should have the capability to process the documents in regional languages other than English as well.	Please the nos and names of the regional languages for which the support is needed	Legal Requirement is already there. Some documents like Demand Notice etc. should be generated in Malayalam. The same will be discussed with the selected bidder
157				NPS - Does customer have NPS deduction for permanent employees with Employee and Employer contribution to be maintained in PF Management?		Both Employee and Employer contribution applicable for NPS and PF cases
158				Does customer maintains the complete workflow for calculation of medical expenses of staff?		Yes, KFC having the workflow of approval of medical expenses.
159	Mandatory Qualification Criteria for the Consortium Partner (Cloud Service Provider)	23	B. FINANCIAL	Eligibility Criteria : 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 Supporting Documents : Audited balance sheet for the last three financial years.	Kindly amend the clause as : Eligibility Criteria : 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 Supporting Documents : Audited or provisional balance sheet /CA Certificate for the last three financial years.	Please read the RFP clause once again for same.
160	4. Scope Of Work 1) Brief description of Implementation Model:	25	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.	Kindly confirm the use case for encryption with customer-owned keys, including HSM use cases (e.g., DB encryption, API signing, file-level encryption), expected TPS (Transactions Per Second), and the approximate number of keys to be generated/managed.	Further clarification will be provided to selected Bidder.
161	4.Scope Of Work 1) Brief description of Implementation Model: t) Security Features	27	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	Please clarify the expected frequency of VAPT (Vulnerability Assessment & Penetration Testing)	VAPT will be done on half yearly basis in addition of that VAPT need to be performed after any significant system or network changes, such as software updates, infrastructure modifications or new change request deployments.
162	7.Cloud Setup & Management as Infrastructure as a Service (IaaS)	43	4.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	Kindly provide detailed infrastructure specifications including the number of virtual servers, vCPU, RAM, SSD storage, and IOPS for each component (Application, DB, Middleware, etc.) at both DC and DR sites.	Prime Bidder to size accordingly as per their application architecture. KFC has provided minimum requirement for it in the RFP.
163	general queries				Kindly confirm Operating System Version and Edition? Example:- (Windows Server 2016 Std Edition or CentOS Community Edition) for each server	Prime Bidder to coordinate with the CSP for all the in scope applications. It cannot be out of support versions
164					Kindly confirm Database Version and Edition? (MS SQL 2016 Std Edition or Oracle 12c Enterprise Edition) for database servers	Prime Bidder to coordinate with the CSP for all the in scope applications. It cannot be out of support versions

165					Kindly confirm who will provide the Database Licenses?	It is the bidder's responsibility to provide the proposed database with support and services (ATS).
166					Kindly confirm Required Backup Space at DC site in GB/TB?	Prime Bidder to coordinate with the CSP for all the in scope applications.
167					Kindly confirm no. of DR Drills required.(eg. 2 Drills yearly)	Quarterly DR Drill to be performed.
168					Kindly confirm how much public IP's client will Required at DC and DR site?	It is the joint responsibility of the selected bidder and its consortium partner for CSP.
169					Kindly confirm no. of DR Drills required.(eg. 2 Drills yearly)	Quarterly DR Drill to be performed.
170					Kindly confirm peak hours and daily log/Flat files size that need the replicated (For Eg. 2 GB Daily)	Prime Bidder to coordinate with the CSP for all the in scope applications.
171				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 • Aadhaar & OTP Authentication • Payment Gateway • Sponsor/Partner Bank Out of 8 at least 4 fintech integration experience has to be provided.	We request KFC to kindly consider modifying the clause to state: “Interfaces or features should be readily available with the bidder.”	RFP Requirement Stands
172		22	3 Eligibility Criteria C - 3	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. 1.CRM 2.LOS 3.LMS 4.Accounting System with GST & Treasury	We request relaxation in the requirement for the Accounting System. Our LMS solution includes a fully integrated Accounting System capable of managing all core accounting functionalities including GST compliance and Treasury. Hence, we request that the Accounting System not be required as a separate implementation, and the integrated approach within LMS be considered compliant with this clause.	RFP Requirement Stands
173		22	3 Eligibility Criteria C - 4	All the proposed supporting applications/ products should at least be implemented in at least one (1) BFSI. 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)	We have a Mobile Banking solution with most of the functionalities and an Internet Banking solution with comparable features as required under "Mobile Application (customers)" and "Web Portal (customers)." Kindly confirm whether these can be considered as valid implementations for compliance with the respective requirements.	For Customer App and Web Portal Bidder may provide Mobile Banking and Internet Banking credential respectively having features of Lead generation/enquiry, Loan Management of corporate loan products, Service Request Management, Integration with Payment Gateway for collections.
174		31	4 Scope of Work 2. vi - Mobile Application (Customer App) that includes	Support: Chat support, AI chatbot, call-back scheduling, FAQs, and ticketing system.	Kindly clarify whether the ticketing system is expected to be provided and implemented by the bidder as part of the mobile application, or will KFC provide an existing ticketing system to be integrated.	Bidder to propose the Chat support, AI chatbot, call-back scheduling, FAQs, and ticketing system for customers.
175		31	4 Scope of Work Xii	It is mentioned that Bidder will be responsible for implementing IT Security Policy drafted and provided by KFC Sometimes.	This scope is erroneously defined. Implementation of IT Security Policy has multiple components over and above the scope of RFP. Please clarify.	Bidder to focus on the implementation, and align with the security requirements mentioned in the IT policy of KFC which will be discussed with the selected bidder only.
176				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.	The services in cloud environment if not defined at the time of subscription / procurement; the pro-rata price structure cannot be applied to any additional software / cloud / other services during the contract period. Please clarify.	If any additional requirement comes during contract period that will be discussed with the selected Bidder.

177					KFC shall at least provide the information of production iOPS / Database Size at present in normal and in peak to justify and plan for the data replication link from Primary to DR Site since the expectation of real-time synchronization or close to zero with respect to RPO defined in the RFP.	Total DB Size is 400 GB approximately
178					The bandwidth mentioned in the RFP for Head Office is also needs to be revised basis on the EDR, AD & Other applications to be operational at HO and Bank branches.	Bidder to size accordingly, RFP stated only minimum requirement. It will depend on the Bidder application architecture.
179					Hardware Capacity planning may go higher keeping 20% buffer for each service / storage requirement at Production & DR, DR also expected 100% replica. Considering the given Business Volume, Number of branches, Number of customers, Number of users for the proposed LLMS system and that too no channel partners. We think the expected sizing / solutions planned in first phase are at higher side and can be plan gradually which shall reduce the initial investment and TCO in long run. Whether Bidder is allowed to propose the appropriate solutions, sizing and overall project orchestration in the Bid response or just comply to the RFP terms and conditions. Please clarify.	KFC has only provided only business projections. Critical service levels is mentioned in Section 1 B Clause 9 Service Level Expectations and Penalty. Bidder to bid accordingly.
180					KFC is requested to revise the penalties mentioned for various levels of the project. The project implementations require ecosystem support and there are multiple inter-dependencies.	RFP Requirement Stands
181	56	Loan Application	Consent to access of information	Solution should also facilitate to get explicit consent with OTP to access GST data through external solutions like Karza.	Please specify if any further detailed analysis specific to GST is also required.	Requirement is self explanatory. Further discussion will be done with selected Bidder.
182	24	Loan Management	Automated loan renewal requests	Implement automated loan renewal requests	Will the Customer be able to apply for a new loan facility and self onboarding by the customer from the web portal ?	Understanding is correct.
183	21	Limit Maintenance	Multiple disbursement on the same limit	System should be capable of disbursing different tranches for both revolving and non-revolving limit loans	In case of multi-tranche disbursement, does a new loan account needs to be opened with each new tranche being disbursed ?	No, it will be single loan account based on Self On boarding after meeting the necessary eligibility criteria and it should support multi tranche disbursement. Detailed discussion will be done with the selected bidder during BRD stage.

184	7	59	One time Cost for Application Payment Term	<p>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)</p> <p>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</p>	<p>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)</p> <ul style="list-style-type: none"> • 20% of the license cost will be paid with Purchase order • 30% 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. • 20% of the license cost will be paid on UAT sign-off from KFC. • 20% 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. 	RFP Requirement Stands
185	7	60	One Time Cost for Establishment of DC-DR for cloud setup	<p>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</p>	<p>Onetime Cost for Establishment of DC-DR for cloud setup</p> <ul style="list-style-type: none"> • 30% of Infrastructure cost will be paid with Purchase order • 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. • 10% 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 	RFP Requirement Stands
186				<p>The OEM of the proposed LOS, LMS and Accounting System should have minimum CMMi Level 3 or above as on Bid Submission Date.</p>	<p>While reviewing the RFP, we noticed the eligibility requirement related to the CMMi level certification. As mentioned earlier, although we already hold multiple ISO standards and certifications, our CMMi level certification is currently under process and will take a few more months to be concluded. we humbly request your kind consideration to accept our existing certifications and allow us additional time to complete the CMMi certification process. We strongly believe this will enable both our institutions to collaborate effectively, helping us deliver a world-class solution to your organization with competitive commercials.</p>	RFP Requirement Stands
187		20	Eligibility criteria	<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>We request KFC to relax this criteria</p>	RFP Requirement Stands

188		22	C.1 Experience & service capability	<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> <p>1.CRM 2.LOS 3.LMS 4.Accounting System with GST</p>	We request KFC to relax this 2500 crores criteria upto 1000 crores.	RFP Requirement Stands
189	3 ELIGIBILITY CRITERIA	20	<p>Mandatory Qualification Criteria for the Prime Bidder</p> <p>A. GENERAL</p> <p>Sl.No 6</p>	The prime bidder should have at least 100 technical (Information Technology) personnel on its payroll.	We hereby request to allow exemption for MSME bidder. Please allow 40-60 technical (Information Technology) personnel on its payroll.	RFP Requirement Stands