Kerala State Backward Classes Development Corporation Ltd

Request for Proposal for
Selection of System Integrator (SI)
For

Business Process Re-engineering and Implementation of Core Financial Services Solution (CFSS) at Kerala State Backward Classes Development Corporation Limited

RFP Ref. No. **KSBCDC/3435/2023-System** dated **23/10**/202**6** Last date for submission of proposals: **23/11/2026** up to 02:00 PM

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

TABLE OF CONTENTS

SCHEDULE OF EVENTS FOR SUBMISSION OF BIDS 7
NOTICE INVITING E- TENDER 8
1. INTRODUCTION 9
1.1 About Kerala State Backward Classes Development Corporation Limited 9
1.2 Introduction to RFP Document 11
1.3 Disclaimer 11
1.4 For Respondent Only 13
2. PROJECT OVERVIEW & OBJECTIVES 13
3. SCOPE OF WORK 15
A) Study the processes and operations of the Corporation and analyse the gaps in the implementation of Core Financial Services Solution (CFSS) and formulate strategies for the smooth transition to CFSS 17
B) Design of Digitalized Lending Process from Loan Origination, Sanction, Disbursal & Monitoring till Loan Closure 18
C) Design and Support Implementation of Digital Customer Journeys for Lending and Liabilities, and Recommend Enhancements to Alternate Delivery Channels (ADC) 21
D) Upgrading the IT organization structure and operating model to support digital transformation 22
E) Planning for Digital Transformation Roadmap 23
F) Training & Change Management for Rollout of Customer Journeys and Digital Organization 24
G) Program Governance, Implementation Planning, and Monitoring 25
H) Project Lifecycle Management and Governance by the System Integrator (SI) 25
I) Overseeing All Phases of the Project Lifecycle 26
J) Acting as the Primary Liaison Among Stakeholders 26
3.1 Activities under the scope 26
4. TECHNICAL REQUIREMENTS SCOPE 28
5. INFRASTRUCTURE REQUIREMENT: 29
6. CONSOLIDATED DELIVERABLES (PHASE I & II) 29
6.1 Phase I – Strategy, Assessment & Design 29
6.2 Phase II 31
7. BRIEF DESCRIPTION OF IMPLEMENTATION MODEL: 32
8. SECURITY FEATURES 34
9. BRIEF DESCRIPTION OF CORE SOLUTIONS AND SUPPORTING SOLUTION 35
10. DATA MIGRATION 41
11. INTERFACES & INTEGRATION 44
11.1 Integration/Interfaces with External Applications 44
11.2 Aadhar-Data Vault Integration 44
12. QUALITY ASSURANCE 45
12.1 System Integration testing 46
12.2 User Acceptance Testing (UAT) 47
12.3 Data testing 48
12.4 SI will be responsible for performing the below activities for testing 48
13. REGULATORY COMPLIANCE, SECURITY, AND SYSTEM MAINTENANCE 50
14. INFRASTRUCTURE 51
15. BACKUP AND RESTORE MANAGEMENT SERVICES 51

16. ESCROW ARRANGEMENT 52
17. WARRANTY AND ATS 53
18. REPAIRS AND MAINTENANCE 53
19. GUARANTEES ON SOFTWARE AND HARDWARE 53
20. CONTRACT PERIOD 54
21. IMPLEMENTATION SCHEDULE 54
22. PAYMENT TERMS 55
FMS Payment Term 56
System Study, Requirement Gathering, and Recommendation – Payment Term 56
Payment Term 57
23. PAYMENT AND TAXES 60
Goods and Services Taxes (GST) and its Compliance 60
24. SERVICE LEVEL EXPECTATIONS AND PENALTY 61
Project Management Office 61
Execution of Contract, SLA & NDA 61
Project Commencement 61
Commencement of Implementation Phase(s) Milestones(s) 61
Failure to meet Implementation Phase(s) Milestone(s) 62
25. DEADLINE FOR SUBMISSION OF RFP BIDS 66
26. WITHDRAWAL OF BIDS 67
27. BID PRICE & PERIOD OF VALIDITY OF INDICATIVE BID 67
28. FIRM PRICES 68
29. FORMAT AND SIGNING OF BID 68
30. LOCAL CONDITIONS 68
31. TENDER DOCUMENT FEES & EARNEST MONEY DEPOSIT (EMD) 69
32. PERFORMANCE BANK GUARANTEE(PBG) 69
33. INTEGRITY PACT 70
34. MONITORING 70
35. ELIGIBILITY CRITERIA 71
36. LANGUAGE OF RFP 74
37. TERMS AND CONDITIONS FOR E-PROCUREMENT 74
38. BID SUBMISSION DOCUMENTS 75
39. COST OF BIDDING 75
40. OPENING AND EVALUATION OF RFP BID 75
40.1 BID EVALUATION CRITERIA 75
40.2 SELECTION AND EVALUATION PROCESS 76
40.3 Objective of Evaluation Process 76
40.4 Clarification of Bids 77
40.5 Technical Evaluation Process 77
40.6 Preliminary Examination of Offers 77
40.7 General Eligibility Criteria 77
40.8 Technical Bid Evaluation Criteria 77
40.9 Detailed Technical Evaluation Parameters: 78
40.10 Commercial Bid Evaluation 80

40.11 Evaluation Mechanism 81
41. POST QUALIFICATION 82
42. GENERAL INSTRUCTIONS 83
43. CONTACTING KSBCDC 85
44. **KSBCDCS'** RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS 85
45. ACCEPTANCE OF BID 85
46. SIGNING OF CONTRACT 85
47. **KSBCDC'S** RIGHT 85
48. TERMINATION 86
48.1 Termination for Default 86
48.2 Termination for Insolvency 87
48.3 Termination for Convenience 87
48.4 Consequences of Termination 88
49. EXIT MANAGEMENT 88
49.1 Handover & Transition of Services 89
49.2 Transfer of Documents 90
49.3 Transfer Agreements 90
49.4 Addition or Deletion of Qualified Offerings 90
50. ORDER CANCELLATION 91
51. AMENDMENTS 91
52. SURVIVAL OF CLAUSES 91
53. WAIVER 91
54. COLLUSIVE CONDUCT 92
55. SUBCONTRACTING 92
56. CONDITIONS PRECEDENT 92
57. PROFESSIONALISM 92
58. RIGHT TO INSPECT, EXAMINE AND AUDIT 93
59. SENSITIVE INFORMATION 94
60. SURVIVAL AND SEVERABILITY 94
61. LEGAL COMPLIANCE 94
62. UNLAWFUL INDUCEMENTS 94
63. CORRUPT AND FRADULENT PRACTICES 95
64. LIMITATION OF LIABILITY 95
65. INFORMATION OWNERSHIP 95
66. STANDARD PERFORMANCE 96
67. STATUTORY AND REGULATORY REQUIREMENTS 96
68. BLACKLISTING 96
69. DUE DILIGENCE 96
70. CONFIDENTIALITY 97
71. USE OF CONTRACT DOCUMENTS AND INFORMATION 98
72. LIQUIDATED DAMAGES 98

73. GOVERNING LAW AND JURISDICTION 99
74. INDEMNITY 99
75. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS 99
76. MANUALS 100
77. CORRESPONDENCE AND NOTICES 101
78. RULES CORRESPONDING TO THIS RFP 101
79. CHANGE ORDERS / ALTERATION / VARIATIONS 102
78.1 CHANGE ORDER FOR NEW MODULE IN APPLICATION 103
80. CONTRACT AMENDMENT 104
81. DISPUTE RESOLUTION 106
82. NOTICE AND OTHER COMMUNICATIONS 106
83. SELECTED SI INTEGRITY 107
84. SELECTED SI OBLIGATION 107
85. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA) 108
VERIFICATION OF LOCAL CONTENTS: 109
86. SURVIVAL 110
87. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS 110
88. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS 110
89. CONTRACT PRICE 111
90. INFORMATION SECURITY 111
91. OWNERSHIP AND RETENTION OF DOCUMENTS 111
92. REPRESENTATIONS AND WARRANTS 112
93. CONFIDENTIALITY 114
94. TERM AND EXTENSION OF THE CONTRACT 116
95. FORCE MAJEURE 116
96. CONFLICT OF INTEREST 116
97. NO ASSIGNMENT 117
98. RELATIONSHIP BETWEEN THE PARTIES 117
99. **"NO CLAIM"** CERTIFICATE 118
ANNEXURES 119
ANNEXURE -1 TECHNICAL BID FORM 119
ANNEXURE – 2 COMMERCIAL BID FORM 121
ANNEXURE – 3 FORMAT OF POWER-OF-ATTORNEY (ON STAMP PAPER OF RELEVANT VALUE) 122
ANNEXURE – 4 UNCONDITIONAL ACCEPTANCES OF TERMS & CONDITIONS OF THE RFP 123
ANNEXURE – 5 SELF DECLARATION 124
ANNEXURE – 6 MANUFACTURERS AUTHORIZATION FROM OEM 125
ANNEXURE – 7 PERFORMANCE BANK GUARANTEE 126
ANNEXURE – 8 NON-DISCLOSURE AGREEMENT 128
ANNEXURE – 9 DEED OF INDEMNITY 132
ANNEXURE – 10 LETTER FOR REFUND OF EMD 136
ANNEXURE – 11 FUNCTIONAL AND TECHNICAL REQUIREMENTS 137
ANNEXURE – 12 PRE–BID QUERY FORM 138
ANNEXURE – 13 BIDDER PROFILE 139

ANNEXURE – 14 PROFILE OF TEAM LEADER AND TEAM MEMBERS 140
ANNEXURE – 15 INTEGRITY PACT 141
ANNEXURE – 16 MAKE IN INDIA PURCHASE PREFERENCE 146
ANNEXURE – 17 TURNOVER, NET PROFIT AND NET WORTH CERTIFICATE 147
ANNEXURE – 18 CONSORTIUM & AUTHORISED PARTNER DETAILS 148
ANNEXURE – 19 CHECKLIST ITEMS FOR BID SUBMISSION 149

SCHEDULE OF EVENTS FOR SUBMISSION OF BIDS

Name of the Organization	Kerala State Backward Classes Development Corporation Limited
Type of the Organization	Public Sector Undertaking
RFP Ref. No.	
Description of Work	Selection of an agency as System Integrator (SI)For Business Process Re-engineering and Implementation of Core Financial Services Solution (CFSS)
Tender Document Fee (Non-Refundable)	Rs.10,000/- + GST @ 18%
Earnest Money Deposit (EMD)	Rs.5,00,000/-
Performance Security Deposit	Successful bidder has to produce Bank Guarantee equivalent to 10% of the agreed Contract value within thirty days of award of work.
RFP Issuance Date	23/10/2026
Last Date of Submission of Queries / Clarifications	31/10/2026 up to 05.00 PM
Date of Online Pre-bid Meeting	06/11/2026 from 11.00 AM to 01.00 PM through Video Conference.Bidders willing to participate in the pre- bid meeting need to submit their details at ksbcdc@ksbcdc.com on or before 06/11/2026 11 AM Details of Video Conference would be communicated to interested bidders separately.
Last Date for Submission of Bids	23/11/2026 up to 02.00 PM
Technical Bid Opening Date	24/11/2026 at 03.00 PM
Date of Presentation by the Eligible Bidders	Will be informed
Financial Bid Opening Date	Will be intimated to the technically qualified bidders after the technical bid evaluation. Bidders may participate or depute an authorized representative for the technical and financial bid opening.
BID Validity	120 days from the date of opening of the Financial bid
Name & Details of the Contact Person	
Website from which RFP can be downloaded	https://www.etenders.kerala.gov.in
Submission of tender and remittance of fee	Please visit the General Tender Terms & Conditions for e-Procurement section

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

NOTICE INVITING E- TENDER

This tender is an e-Tender and is being published online for the Digital Transformation of Kerala State Backward Classes Development Corporation The documents may be downloaded from the website https://www.etenders.kerala.gov.in.

Managing Director , KSBCDC on behalf of KSBCDC invite tenders from agencies meeting the eligible criteria prescribed in the RFP for Selection of an agency as System Integrator (SI) for Business Process Re-engineering and Digital Transformation Implementation in Kerala State Backward Classes Development Corporation Ltd The Tender is in response to the RFP supported by prescribed annexure shall be submitted through the e-procurement portal of the Government of Kerala https://www.etenders.kerala.gov.in . The Tender will be received till 02.00 PM on 23/11/2026 .

Bidders are advised to study this tender document carefully before submitting their Bids in response to this Tender notice. Submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with a full understanding of its terms, conditions, and implications.

The time and dates related to Bid submission are mentioned in the RFP . Bids received after the Bid Submission Deadline shall not be considered for further process KSBCDC has the right to extend the deadline for submission of bids through online portal .The bidder must submit their tender complete in all respects as per instructions contained in the tender document on or before the closing date and time.The bidders are advised to keep visiting the website https://www.etenders.kerala.gov.infrom time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve bidder of his liabilities to submit the RFP document complete in all respects including updates thereof, if any. An incomplete bid is liable for rejection. Bids received through modes of communication other than the prescribed mode shall be treated as non-responsive and is liable to be rejected.

The Kerala State Backward Classes Development Corporation Limited reserves its right to verify the particulars furnished by the Bidder independently. If any information furnished by the bidder is found incorrect or false at a later stage, he/they shall be debarred from participating in any future tender for any work with KSBCDC.

The Managing Director, KSBCDC reserves his/her right to reject any or all bids without assigning any reason and restrict the list of pre- qualified bidders to any number as he /she deems suitable.

Thiruvananthapuram

Managing Director
Kerala State Backward Classes
Development Corporation Limited

1. INTRODUCTION

1.1 About Kerala State Backward Classes Development Corporation Limited

Kerala State Backward Classes Development Corporation Ltd. (herein after referred as KSBCDC/Corporation) is a Government of Kerala Undertaking, established in 1995 and registered under the Companies Act, 1956, with its Registered Office at Thiruvananthapuram. The Corporation is an RBI-registered Non-Banking Finance Company (NBFC) in the Non-Deposit Taking Systemically Important category.

KSBCDC operates through offices in all 14 districts of Kerala and 20 taluk-level sub-district offices. Guided by the mission "Freedom from Poverty and Backwardness", the Corporation serves its target groups – Other Backward Classes (OBCs) and Minority Communities – constituting over 70% of the State's population. The Company has an authorised share capital of ₹200 crores and a paid-up capital of ₹139.92 crores. It functions as the State Channelizing Agency for three National Corporations:

National Backward Classes Finance & Development Corporation (NBCFDC)
National Minorities Development & Finance Corporation (NMDFC)
National Safai Karamcharis Finance & Development Corporation (NSKFDC)

Since its inception, KSBCDC has been running profitably, achieving an overall disbursement of ₹7,677 crores as on 31/03/2025, benefitting nearly 9 lakh families in the State. The Corporation has an asset size of ₹2,107.27 crores, net worth of ₹411.71 crores, and cumulative profit of ₹300.92 crores. The Corporation is supported by a staff strength of 252 employees. Its primary activity is providing financial assistance to individuals / NGOs/CDS / Kudumbasree from backward and minority communities, especially those living below the poverty line, for self-employment ventures / marriage assistance, foreign employment aid, working capital, computer loans, house construction and maintenance loans, personal loans and education loans .
The schemes funded by the National Agencies include: Loan assistance for self-employment, Education loans, Microfinance schemes etc.
Additionally, KSBCDC offers other welfare support such as marriage assistance, foreign employment aid, working capital, computer loans, house maintenance loans, and personal loans.

KSBCDC has been preferred due to factors such as speedy disposal, low interest rates, accessibility, discounts and rebates for prompt repayment, cordial relationships, simple mortgage facilities, entrepreneurship support, low processing fees, and the facility for pre-closure of loans

The corporation has exhibited a more professional approach in its activities when compared with other Government under takings who are operating in the similar sector. It has been able to almost fully computerize its activities, facilitating online monitoring. KSBCDC have also have tie up with State Bank of India and South Indian Bank in arranging facility for repayment of loans by beneficiaries.

The Corporation currently operates a loan management application, BCDCOnline, which is managed in-house by the KSBCDC IT team. In addition to loan-related functions, the system supports modules for Human Resources, Provident Fund, Payroll, and other administrative operations. Several digital interfaces and applications have been built around this system, including loan origination, processing, and management modules, enabling comprehensive handling of the loan lifecycle—from sanction to closure. For accounting and financial reporting, the Corporation uses Tally ERP.

Particulars	2024-25 *Actual*
Number of Branches (Including HO) Number of Users of Core Financial Solution. *SI to size accordingly for* (Loan Lifecycle Management System) Number of Channel Partners including RO: Relationship Officers BC: Business Correspondent BF: Business Facilitator DSA: Direct Selling Agent	35 500
Number of Loan Accounts (Active and Inactive Both)	Active :- 89170 In Active :- 303368
Number of Customers (Individual & Institution Both)	85000 Approx

- Business Volume

Selected bidder to size Total Customers and Loan Accounts with 10% increase on year wise.
Number of Branches may increase by 2 each year.
Users can increase by @ 5% each year.

- Transaction Volume of Core Financial Solution for last 6 months

Transaction Volume	May 2025	June 2025	July 2025	Aug 2025	Sep 2025	Oct 2025
Monthly transactions on Core Financial Solution	80000 Approx	84000 Approx	88200 Approx	92600 Approx	97230 Approx	102000 Approx

SI to size transaction volume with 15% increase on year wise.

- Current Business Application Details

Current Application	Service Provider	Maintenance	Availability in DC
BCDCOnline	In House	In House	
Tally ERP	Tally	VRS Infosystems	
Scanguard (Punching Software)	M2i	M2i	

- Current Interface Details

Source Application	Destination Application	Manual /Real Time
BCDCOnline	Tally Prime	Real Time
BCDCOnline • proposing to shift to the NICNET infrastructure	AlertBox(SMS Gateway)	Real Time

- Current Loan Products

Loan Product	Number of Schemes
Term Loans	25
Micro Credit	5

- Technical Details

HRMS: Total employees	260
ALM: No. of users	500
ALM: No. of concurrent users	300
Kindly confirm the existing data size needs to be migrated. (eg. MB/GB/TB) 1. LoanManagement 2. Tally ERP @ Prime 3. Scanguard(Punching Software) • Total	 30 GB 08 GB 01 GB 39 GB

1.2 Introduction to RFP Document

This Request for Proposal (RFP) document has been prepared solely for the purpose of Inviting tenders from agencies satisfying the eligibility criteria prescribed in the RFP for selection of a System Integrator (SI) for digital transformation of the Corporation. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Corporation and any successful Bidder selected by the Corporation, after completion of the selection process as detailed in this document.

1.3 Disclaimer

- This Tender document is being invited on behalf of KSBCDC
- Tenderers shall hold the offer open for acceptance for a minimum period of **120days** from the date of opening of the tender.

- If the date of opening of tender is declared a holiday at a later date, the tenders will be opened on the next working day.
- Tender fee once paid is non-refundable.
- The information contained in this Tender or subsequently provided to Bidders, whether verbally, or in documentary, or any other form by or on behalf of the KSBCDC or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP .
- This RFP is not a contract and is not an offer by the KSBCDC to prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bids in pursuant to this RFP This RFP includes statements, which reflect various assumptions and assessments arrived at by the KSBCDC , in relation to the project. Such assumptions, assessments, and statements do not purport to contain all the information that Bidders may require. This Tender document may not be appropriate for all persons, and it is not possible for the KSBCDC, its employees, or advisers to consider the objectives, technical expertise, and particular needs of each party who reads or uses this Tender. The assumptions, assessments statements, and information contained in this Tender, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this Tender and obtain independent advice from appropriate sources.
- The KSBCDC accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this Tender.
- The KSBCDC may, in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this Tender. The issue of this Tender does not imply that the KSBCDC is bound to select a Bidder or to appoint the Selected Bidder for this project and the KSBCDC reserves the right to reject all or any of the Bids, without assigning any reason whatsoever.
- The KSBCDC or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Selected Bidder or terminate discussions and the delivery of information at any time before the signing of any Agreement for the implementation of the project described in this Tender, without assigning reasons thereof.
- The Tender does not address concerns relating to diverse investment objectives, financial situation, and particular needs of each party. The Tender is not intended to provide the basis for any investment decision

and each Bidder must make their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by the KSBCDC to give any information or to make any representation not contained in this Tender.

- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid, including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the KSBCDC, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the KSBCDC shall not beliable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Bid, regardless of the conduct

1.4 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "Bidder") and no other person or organization. The RFP Document is not Transferable

2. PROJECT OVERVIEW & OBJECTIVES

Kerala State Backward Classes Development Corporation Ltd. (KSBCDC), a Government-owned Non-Banking Financial Company (NBFC) registered with the Reserve Bank of India, plays a pivotal role in the State's economic, industrial, and social development by extending financial assistance primarily to Other Backward Classes (OBCs) and minority communities. The Corporation offers a diverse portfolio of loan products—including term loans, microfinance, and education loans—catering to sectors such as services, business and trade, transport, and agriculture.

To deliver seamless, customer-centric services and remain aligned with emerging technological trends and compliances, the Corporation has embarked on a comprehensive Digital Transformation initiative. This initiative is envisioned as a strategic growth driver—enhancing revenues, expanding income streams, increasing market share, diversifying business segments, and unlocking new opportunities and volumes—thereby positioning KSBCDC on a higher growth trajectory.

The transformation programme will develop a forward-looking digital strategy fully aligned with the Corporation's business vision. It will include an in-depth gap analysis, identification of opportunities for operational and service improvement, and the redefinition of the business model and end-to-end customer experience journeys across all functions — to be realised through a robust IT architecture and application landscape built on industry-leading technologies. The objective is to deliver improved efficiency, scalable operations, long-term sustainability, and strengthened regulatory compliance and audit readiness.

The Corporation intends to engage a professional consultancy firm to support the end-to-end execution of its Digital Transformation initiative. The key objectives of this engagement include:

a) Achieving the Corporation's vision of business growth through a comprehensive Digital Business Strategy and Transformation.

b) Building strong digital capabilities to ensure long-term self-sustenance and adaptability.

c) Implementation of a standard Core Financial Services Solution (CFSS), as directed by the RBI Master Guidelines for NBFCs, ensuring alignment with regulatory expectations and effectively supporting the existing business processes of KSBCDC without disrupting operations.

d) Defining a clear strategy to digitalize and streamline the lending process—covering loan origination, sanction, disbursal, and monitoring.

e) Reducing Turnaround Time (TAT) for loan processing and sanctioning.

f) Leveraging data analytics and digital tools to support informed and automated credit decision-making.

g) Empowering customers to access credit services anytime and anywhere, ensuring maximum convenience.

h) Digitizing the entire business ecosystem of the Corporation by transforming traditional models into seamless digital platforms.

i) Developing an actionable implementation roadmap for digital products and customer-centric digital journeys and its realization using proper IT Systems.

j) Enhancing customer engagement and convenience by retaining existing customers and attracting new ones through innovative digital channels.

k) Promoting ease of transaction across anytime, anywhere, any channel, and any device.

l) The selected System Integrator (SI) will be responsible for managing and implementing the entire project lifecycle — beginning with a comprehensive AS-IS study and business process re-engineering exercise and the formulation of a prioritized Digital Transformation Strategy, and proceeding to end-to-end IT system implementation (solution design, configuration, customization, integration, data migration, testing, cutover/go-live and stabilization) while ensuring robust governance, Service Provider coordination, alignment of business and technology objectives, regulatory compliance and timely delivery of the transformation initiative within 15 months from the date of execution of the contract.

m) Overseeing all phases of the project—from initiation and planning to implementation and closure—ensuring that all deliverables meet quality, time, and budget requirements.

n) Acting as the primary liaison among the Corporation, technology Service Providers, and other stakeholders, to ensure efficient communication, issue resolution, and project transparency throughout the engagement.

As such, the purpose of this Request for Proposal (RFP) document is to enable the Corporation to accomplish the above tasks well in time with the help of System Integrator.

3. SCOPE OF WORK

This Scope of Work defines the roles, responsibilities, and deliverables of the selected System Integrator (SI). The SI shall be responsible for studying the existing systems and business processes of KSBCDC and implementing a Core Financial Services Solution (CFSS) in compliance with RBI guidelines. The SI shall also support the digitization of operations and prepare a clear roadmap for implementation.

The selected SI will manage the entire project lifecycle and act as the single point of contact for design, development, configuration, integration, testing, deployment, training, and support. The project shall be completed within a period of 15 months from the date of contract signing.

The objective of this project is to make KSBCDC a digitally enabled NBFC aligned with RBI's CFSS mandate and capable of providing efficient, transparent, and technology-driven services.

Each recommendation must be supported by a thorough cost-benefit analysis, tailored to KSBCDC's operational framework and service delivery objectives. The recommendations should also include comprehensive end-to-end technical specifications, covering system architecture, software and hardware requirements, and networking, cyber security, and configuration aspects essential for implementing a centralized, real-time, and customer-centric CFSS platform

The selected Bidder's representative shall act as a non-voting invitee to the internal committees constituted for evaluating and overseeing the CFSS implementation, thereby ensuring alignment between the strategic advisory and execution phases.

The whole project is expected to be completed in two phases as follows:

Phase I – Strategy, Assessment & Design:

Phase I focuses on assessing the Corporation's existing IT systems and business processes to define a comprehensive digital transformation roadmap. It includes gap analysis, benchmarking, and the preparation of functional and technical designs for a new scalable, secure, and integrated Loan Lifecycle Management System (LLMS) and the supporting solutions aligned with industry best practices. The deliverables should cover all the requirements provided by the corporation in the FRS document as well (As Annexure to RFP)

Phase II – Implementation, Customization & Rollout:

Phase II covers the Implementation and customization of the LLMS and supporting solutions as per the Corporation's Functional Requirement Specifications (FRS), ensuring alignment with its products, workflows, and compliance needs. It includes system configuration, integration with external platforms, data migration, testing, training, and go-live, followed by post-go-live stabilization and knowledge transfer for smooth operational transition.

The solutions required by KSBCDC are classified into Core Solutions and Supporting Solution as detailed below.

Core Solution	Supporting Solution
CRM	HRMS and Payroll
LOS	Budgeting and Forecasting
LMS	Field Inspection App
Accounting System GST and Treasury	Fixed Asset Management
	Document Management System
	Mobile Application for Customers
	Web Portal for Customers

A brief list of deliverables is outlined below:

A) Conduct a comprehensive study of the current processes and operations of KSBCDC and perform a gap analysis in relation to the implementation of a standard Core Financial Services Solution (CFSS) as per RBI guidelines for NBFCs. Formulate strategies to ensure a smooth and phased transition to CFSS.
B) Define, design, and provide strategic support for implementing a fully digitalized lending process, encompassing loan origination, sanction, disbursal, monitoring, recovery, and closure—ensuring integration with the CFSS platform.
C) Design and implement the digital customer journeys for digital lending and recommend measures to enhance alternate delivery channels (ADC) such as mobile applications, UPI, online portals, and integration of emerging digital platforms.
D) Devise a strategy for in-house capacity building, skill development, and change management to prepare KSBCDC staff for the rollout of new digital processes and customer interfaces.
E) Prepare a phased Digital Transformation Roadmap that aligns with CFSS

milestones, regulatory timelines (e.g., RBI's September 2025 deadline), and long-term institutional goals of KSBCDC.

F) Support training and change management activities to ensure smooth adoption of digital systems and customer journeys at all levels of the organization, including field and branch staff.

G) Define clear implementation timelines and a practical roadmap for the execution of all suggested strategies and recommendations, ensuring alignment with RBI compliance requirements and internal governance structures.

H) Manage the entire project lifecycle as the System Integrator (SI) ensuring robust governance, Service Provider coordination, alignment of business and technology goals, and completion within the 15-month project period. The solutions required by KSBCDC are classified into Core Solutions, Supporting Applications and Infrastructure solutions.

I) System Implementation– Installation, Customization & Rollout: Install and customize the LLMS as per FRS, covering configuration, integration, data migration, testing, training, go-live, and post-go-live stabilization with knowledge transfer.

J) Oversee all project phases — from initiation (including the AS-IS study, Business Process Reengineering and PMO/TMO setup), through detailed planning and solution design, procurement and Service Provider onboarding, system configuration and development, integration and data migration, comprehensive testing (unit, SIT, UAT, performance and security), pilot and phased rollouts, cutover and stabilization (warranty), to formal handover and project closure — ensuring that each phase's deliverables meet agreed quality criteria, pass acceptance tests, adhere to schedule milestones and budget limits, comply with regulatory requirements, and are governed by proactive risk, change and issue management with formal sign-offs.

K) Serve as the primary liaison between KSBCDC and other stakeholders, ensuring effective communication, timely issue resolution, and transparency throughout the engagement.

A) Study the processes and operations of the Corporation and analyse the gaps in the implementation of Core Financial Services Solution (CFSS) and formulate strategies for the smooth transition to CFSS

- The SI is expected to study the processes and operations of the Corporation as a whole, covering the organizational structure, Head Office, Branch Offices, and the Corporation's businesses such as Loan Advances, Profitability, NPA Management, Financial Ratios, Customer Base, Channel adoption levels, and third-party products like Insurance, Fee-based Income Services, and any relevant Government Business activities.

- Conduct a detailed assessment of the current capabilities of KSBCDC's lending and operational systems, highlighting critical pain points experienced by customers and staff, and identifying potential business benefits from digitization and CFSS adoption.

- Define measurable performance metrics to be tracked during and after the transformation. Assist in setting up a governance mechanism and support the design and implementation of dashboards for senior management to monitor progress.

- Review the existing IT systems and applications with a focus on their ability to support seamless processing, integration, reporting, and customer service. Provide recommendations for enhancement or replacement as needed. In cases where system replacement is recommended, a comprehensive migration plan must be provided, addressing data integrity, risk mitigation, and minimal disruption to ongoing operations.

B) Design of Digitalized Lending Process from Loan Origination, Sanction, Disbursal & Monitoring till Loan Closure

1. Understand the existing products, processes, services, skill sets, business models, and customer experience with respect to KSBCDC's operations to inform the proposed digital transformation strategy.

2. Identify products and processes currently offered by KSBCDC that are suitable for digitization, and prepare a structured implementation plan for transitioning them into digital channels.

3. Support the design of operational and credit policies for digital lending products, including:
   - Assistance to the Business Development team in designing pre-approved models.
   - Design of digital scorecards for use in both internal channels and third-party sourced customer journeys, in line with the Corporation's Risk Management Policy.
   - Preparation of detailed Product Notes for each phase of the digital lending journey.

4. Identify key issues in the current customer experience and redesign the journey for improved functionality and user satisfaction. Define the functional and end-state design for the entire lending process along with wireframes, and create a phased implementation plan.

5. Devise end-to-end customer journeys for selected priority lending products:
   - Study and redesign the existing loan appraisal (underwriting) process to minimize manual intervention.
   - Create user-friendly digital workflows from application sourcing to disbursal with reduced processing steps.
   - Identify possible challenges faced by different stakeholders during the journey.
   - Formulate separate digital journeys for existing and new customers.
   - Ensure that customer journeys are optimized for reducing turnaround time (TAT), improving customer satisfaction, lowering operational costs to KSBCDC, and minimizing operational risks.
   - Redesign user-friendly digital application formats.
   - Define clear timelines for each stage of the digital customer journey.
   - Specify required functionalities for each initiative.
   - Design process flows and rollout plans for all identified digital products and services.

6. Specify the required technology components to address architectural gaps, including a future-ready Loan Origination System (LOS), engagement layer applications, and an API Management Gateway.

7. Study the current disbursement process and propose changes to:
   - Enable end-to-end digital execution of documents,
   - Reduce or eliminate manual steps,
   - Significantly reduce Turnaround Time (TAT).
   - Enable end-to-end digital loan disbursement and Collection, integrating with API-based banking, payment gateways, virtual accounts, UPI and NACH to support instant and batch disbursements with automated reconciliation

8. Provide regulatory and statutory guidance on digital lending-related compliance and integration with external agencies.

9. Examine and recommend enhancements, modifications, or additions to the following business processes, ensuring that the new system is designed and implemented accordingly:

   a. Loan Origination System (LOS)
      - Client LOS: Customer enquiry registration and tracking from initiation to disbursal.
      - Internal LOS: Preliminary screening using CIBIL score and eligibility checks by KSBCDC officials.

   b. Loan Processing System
      - Detailed credit analysis using CIBIL, Equifax, GST, bank statement data and other relevant external API services.
      - eKYC/CKYC integration.
      - Appraisal based on project cost and internal credit policy.
      - Credit scoring, risk-based pricing, collateral and document management.
      - End-to-end application processing and digital sanctioning.

   c. Loan Management System
      - Modules for: Disbursement, Repayment, Renewal, Restructuring, Rebate, Subsidy, Refund, Closure, Recovery, OTS (One-Time Settlement), Line of Credit Management.
      - Ledger scrutiny, Trial Balance, Account Finalization, Profit & Loss, Balance Sheet.
      - Account reconciliation, operational analytics, and end-of-day/month/year processing.

   d. Loan Monitoring System
      - SMA monitoring and early warning system integration.
      - NPA tracking and provisioning management.

   e. Digital Banking System
      - Customer-facing web portal and mobile app.
      - Digital loan repayment facilities.
      - API banking integration for fund transfers.
      - Virtual account management for collections/remittances.

f. Management Information System (MIS)
- Generate reports in multiple formats (Excel, PDF, DOC).
- The bidder shall provide a comprehensive list of system-generated reports including operational reports, management dashboards, statutory & regulatory reports (RBI/NBFC compliance), audit reports, NPA and SMA-related reports, customer analytics, financial statements, and exception reports. The bidder must classify reports as: (a) Regulatory, (b) Operational, (c) Management/MIS, (d) Audit/Compliance etc.

g. General Functional Modules
- Document Management System (DMS).
- Communication Management System (alerts and notifications).
- CIBIL data upload capability (consumer and commercial).
- Asset Management System.
- Centralized Payment Management System.
- Support for loan products offered by KSBCDC, including: Term Loans, Micro Credit Loans, Education Loans, Working Capital Assistance, and other development-focused credit schemes.
- Integration with external beneficiary verification or compliance portals as required.
- Capability to configure financial formats, customer-specific assessment criteria, and financial ratio calculations.
- Capture of detailed borrower information: incorporation details, shareholding pattern, promoter/guarantor info, etc.
- Integration of internal/external credit ratings and scoring systems.
- Business Rule Engine (BRE) configuration based on scheme, customer type, facility, and eligibility criteria.

h. External System Integrations
- Integration with the following platforms and agencies:
- NSDL
- CIBIL
- CERSAI
- GST Portal
- Partner Banks (via API banking)

i. API-based integration with national/state agencies for real-time data sharing and compliance reporting, including:

- Utilization Certificates
- Beneficiary verification and tracking
- Real-time reporting on disbursement and subsidy utilization
- Onboarding status of target groups (e.g., SC/OBC beneficiaries)
- Demand-supply gap reports for social justice departments or funding agencies
- Where APIs are not feasible, enable automated generation of reports in standardized formats as required by regulatory authorities, funding partners, or policy review bodies.

C) Design and Support Implementation of Digital Customer Journeys for Lending and Liabilities, and Recommend Enhancements to Alternate Delivery Channels (ADC)

- Design and support the end-to-end implementation of digital customer journeys for both digital lending (e.g., Term Loans, Micro Credit, Education Loans) and digital liability offerings, aligned with the Corporation's operational needs and customer base.
- Assess and map current customer journeys and service touch points. Identify gaps and pain points in user experience and propose streamlined, customer-centric workflows across all digital service modes.
- Recommend and implement enhancements to Alternate Delivery Channels (ADC), including:
    - Mobile applications (Android/iOS)
    - Unified Payments Interface (UPI) integrations
    - Web-based public facing portals for loan enquiry and application registration, origination, repayment, status tracking
    - WhatsApp/Chatbot-based interactions
    - IVR and voice-enabled banking
    - Email/SMS/WhatsApp-based services for status alerts and digital correspondence
- Ensure that all customer journeys are designed with ease-of-use, inclusivity, multilingual support, and visual appeal (UI/UX) in mind, particularly to support first-time and rural digital users.
- Define stage-wise implementation roadmaps, clear SLAs, and feedback mechanisms to track performance, adoption levels, and service quality across digital channels.
- Support KSBCDC in integrating with emerging digital platforms, including:
    - Aadhaar-based authentication
    - Account Aggregators (AA)
    - Digital Document Execution platforms
    - Payment gateways and virtual account management systems
- Enable platform scalability to ensure that new journeys can be extended seamlessly to future digital applications that KSBCDC may implement over the next 6 years.
- Benchmark customer journeys and ADC functionalities with industry best practices adopted by NBFCs, Small Finance Banks, and State Financial Corporations.
- Propose strategy for driving customer adoption of digital platforms, including:
    - User awareness campaigns
    - Target-based onboarding plans
    - Training and support modules for staff and field functionaries
    - Monitoring dashboards to track usage, success rates, and feedback loops

D) Upgrading the IT organization structure and operating model to support digital transformation

- Governance structure
- Support for both centralized and decentralized functions
- Design a comprehensive Digital Architecture for KSBCDC, encompassing:
- Application Architecture – to support all core and support processes (lending, liabilities, subsidy, MIS, etc.)
- Infrastructure Architecture – including on-premise, hybrid, or cloud deployments
- Security Architecture – with a focus on data protection, role-based access, audit trails, and compliance with national security standards

- Assess the Corporation's existing IT architecture and recommend changes to support digital transformation initiatives such as CFSS, API integrations, analytics, mobile-first design, and automation.
- Define the target IT architecture for the Corporation and develop a practical blueprint for phased implementation, including infrastructure scaling, application layering, database management, and system interoperability.

- Formulate a clear IT and Digital Operating Model, including:

    - Functional structure of IT teams
    - Core platform management
    - Helpdesk and operational support
    - Third-party and Service Provider engagement oversight
    - Change management and release cycles

- Provide expert inputs for developing policies to support API-based services, integration with neo-banks, and gradual adoption of an Open Banking Architecture such as RBI ULI that facilitates third-party innovations and service delivery partnerships.

- Assist KSBCDC in exploring and adopting emerging technologies such as:

    - Artificial Intelligence (AI) for predictive analytics, NPA detection, customer segmentation
    - Machine Learning (ML) for dynamic credit scoring and process automation
    - Any other relevant technologies that align with government/NBFC digital missions

- Ensure that all digital and IT architecture recommendations comply with KSBCDC's Information Technology and Information Security (IT/IS) Policy, particularly in high-risk areas such as data transmission, endpoint security, and authentication. Relevant policy extracts will be shared with the selected SI.

E) Planning for Digital Transformation Roadmap

• Support the Corporation in initiating the functioning of a digitally oriented organization, including:

- Ways of working and governance models
- Cross-functional collaboration and communication
- Defining and tracking Key Performance Indicators (KPIs) relevant to digital initiatives

- Prepare a comprehensive 5-year Digital Transformation Roadmap aligned with KSBCDC's institutional objectives, CFSS milestones, and applicable regulatory requirements.
- Conduct a thorough assessment of the existing network and application deployment infrastructure at the Corporation and evaluate its ability to support redesigned digital processes and future scalability.
- Design policy recommendations and operational plans for the digitization of manual-intensive workflows, ensuring end-to-end transformation of key internal processes such as loan processing, approvals, audit, legal, HR, and finance.
- Devise a strategic approach to upcoming digital opportunities, leveraging:

  - Regulatory enablers (e.g., RBI Digital Lending Framework, Account Aggregator Ecosystem)
  - Emerging technology trends permissible under NBFC norms
  - GoI/State initiatives like Digital India, e-governance integration, and social sector APIs

- Develop a proposed organization structure **for the Corporation's** digital and IT functions, defining:

  - Departmental hierarchy
  - Functional roles and accountability
  - Resource and capacity requirements
  - Governance and review mechanisms

- Support KSBCDC in achieving certifications and compliance with required digital governance standards, such as:

    - ISO 27001 for Information Security
    - ISO 27701 for Data Privacy
    - CERT-In recommendations
    - RBI's IT Risk Management and Cybersecurity Framework
    - MeitY's guidelines for government digital systems (where applicable)

F) Training & Change Management for Rollout of Customer Journeys and Digital Organization

• Define the digital organization structure and identify new skill sets needed to drive transformation across KSBCDC.
• Assist in framing implementation strategies and guidelines for regulatory compliance related to digital initiatives.
• Support the Corporation in operationalizing the digital organization through defined ways of working, KPIs, and team coordination.
• Prepare a rollout and implementation plan, including pilot and full-scale deployment, with a focus on effective change management.
• Develop communication strategies with field offices to ensure smooth implementation and feedback.
• Prepare training materials, SOPs, and provide support for staff adoption of digital processes.
• Work with the Head Office/HR to identify training needs and design e-learning or virtual training programs to bridge skill gaps and support digital adoption.
• Assess current training processes and propose a digitized learning ecosystem aligned with transformation goals.
• Design and implement training programs focused on digital lending channels and internal digital tools.
• Support in organizing digital business meets, setting KPIs for tracking progress and staff performance.
• Enable smooth change management by working across departments and branches, offering on-ground support and handholding.
• Support the setup of an internal Project Management Office (PMO) equipped with collaboration and project tracking tools to monitor transformation efforts.

G) Program Governance, Implementation Planning, and Monitoring

- Support KSBCDC in forming a Project Steering Committee and Project Delivery Teams across key departments.
- Establish and manage a Transformation Management Office (TMO) for centralized coordination of the digital transformation project.
- Define the project governance structure, including roles, responsibilities, and reporting mechanisms.
- Provide program management guidelines for Service Provider activities and workstreams, with tools to track progress and implementation status.
- Monitor and report on implementation progress, manage risks, issues, and changes, and resolve bottlenecks in coordination with stakeholders.
- Ensure knowledge transfer of project activities and documentation to internal teams.
- Conduct meetings, workshops, demos, and training sessions as required by KSBCDC across various locations.

H) Project Lifecycle Management and Governance by the System Integrator (SI)

- Oversee and manage the digital transformation program from initiation to closure, ensuring delivery within the agreed 15-month timeframe.
- Establish robust governance structures, incorporating clear escalation paths, decision-making protocols, and performance monitoring mechanisms.
- Coordinate all project stakeholders, including KSBCDC departments, technology Service Providers, and third-party service providers, to maintain alignment with business objectives and technology strategies.
- Develop and maintain a detailed project plan covering scope, milestones, deliverables, dependencies, and resource allocation.
- Track and report project progress against timelines, budgets, and quality benchmarks, implementing corrective actions where required.
- Manage change requests, risk mitigation plans, and issue resolution in collaboration with relevant teams.
- Ensure all project activities are documented and that knowledge transfer to KSBCDC teams is systematically carried out to enable self-sustenance.
- Drive continuous communication and engagement with stakeholders to maintain transparency and alignment throughout the project lifecycle.

I) Overseeing All Phases of the Project Lifecycle

- Manage every stage of the digital transformation initiative—covering initiation, detailed planning, study, implementation, and closure—ensuring smooth transitions between phases.
- Define clear phase-wise objectives, deliverables, and success criteria aligned with KSBCDC's strategic goals.
- Monitor deliverable quality against defined acceptance criteria, ensuring adherence to agreed standards and compliance requirements.
- Track project timelines and budgets closely, identifying deviations early and taking corrective action to avoid overruns.
- Facilitate regular phase review meetings and milestone approvals to ensure informed decision-making.
- Coordinate with all stakeholders to maintain momentum and avoid delays during transitions between project stages.

J) Acting as the Primary Liaison Among Stakeholders

- Serve as the central point of contact between KSBCDC and other relevant stakeholders throughout the engagement.
- Facilitate timely and transparent communication across all parties to ensure alignment of goals, priorities, and expectations.
- Oversee the escalation and resolution of issues, conflicts, or bottlenecks to maintain project progress and quality.
- Coordinate Service Provider activities to ensure they are integrated into the overall project plan and aligned with KSBCDC's business and technical requirements.
- Ensure that all decisions, changes, and agreements are documented and communicated promptly to relevant parties.
- Maintain an open and collaborative environment to encourage proactive problem-solving and innovation.

3.1 Activities under the scope

Process Management

- Customer acquisition from multiple sources (web form, API, mobile app, widget) with omnichannel journey (start/resume/complete across platforms).
- Straight-through application execution via partner platforms through APIs.
- Batch processing capability through APIs, spreadsheets/data entry, and flat files.

Customer Onboarding

- eKYC and cKYC integration.
- Application information management & stage tracking with deduplication logic and blacklist checks.
- Data enrichment through integrations and data quality checks.

Application Management

- Application data handling at each stage with clear mandatory/optional field display.
- Journey drop-off tracking and exception handling.
- Rule-based and manual case assignment.
- TAT monitoring for applications and cases.
- Automated loan agreement generation and milestone notifications (SMS/email).

Document Management

- Document upload, compression, indexing, tagging, and search.
- Rules management for document requirements.

Credit Policy & Risk Management

- Financial and alternative data analysis for credit decisioning.
- Loan eligibility, tenure, and interest computation.
- Credit review and decision outcome computation.
- Risk profiling attributes and business rules based on income, location, employment type, transactions, etc.
- Periodic customer risk profiling review (daily/weekly/monthly/quarterly/yearly).

Disbursement Management

- Loan verification module.
- Disbursement via LMS integrated with API banking.
- Post-disbursement tracking, reporting, and alerts.

Operations & Collections Management

- Operations & collections dashboards with audit trails.
- Disbursement validation mechanisms.
- Collections management functionalities across web, mobile, and tablets.

Customer Service Management

- Rule-based and manual assignment (by geography, product, loan amount, branch, or customer segment).
- Waiver management.
- TAT & escalation handling.
- Single customer 360° view.

Master Setup & Management

- Product master and interest rate setup.
- Fees/charges logic management.
- Documentation checklists for credit decisioning & KYC.
- User maintenance & hierarchy mapping.
- Case management master data (service requests, queries, complaints).
- Flexible account structures with one-to-one and one-to-many mappings.

Communication Management

- Multi-channel customer communication (SMS, email, WhatsApp, IVR, notifications).
- Internal workflow communications (email, SMS, WhatsApp, notifications).
- Drip marketing & targeted emailing capabilities.

Risk, Analytics & MIS

- Tracking/reporting by geography, application stage, product, and transaction level.
- Customer lifecycle value measurement and management.

Workflow Management

- Low-code workflow creation and modification by business teams without Service Provider dependency.
- Facility to configure workflows visually.
- Version control with multiple versions deployable in parallel.

UI & Mobility

- Customer mobile app and responsive customer portal.
- Responsive internal interfaces for workflow execution.
- Multi-language support for customer interfaces.
- Low-code smart form creation, integration with workflows.

4. TECHNICAL REQUIREMENTS SCOPE

- Solution should be able to scale to accommodate future usage loads, such as load balancing, clustering, support for additional CPU cores etc.
- System architecture should support horizontal and vertical scaling.
- System should be able to withstand high volumes
- System should be of high capacity to carry out transactions during high volume period.
- The application architecture shall be based on a microservices framework to ensure scalability, modularity, independent deployment, and ease of integration.
- The proposed solution shall be built on a low-code/no-code platform supporting drag-and-drop development, workflow configuration, rule management, UI form creation, and rapid enhancement with minimal coding dependency.
- Ability to scale linearly with respect to new hardware requirements
- Ability to work with different browsers, app servers and databases
- Capability to configure the existing modules, add new modules and have enough flexibility to accommodate changes in schemes and policy Add Data elements or extend data structure /data elements
- Capability to support multiple integration patterns and ease of integration with supporting systems (REST/ SOAP Web services)
- Supports online integrations through various formats/ various internet protocols such as SOP, TCP/IP.
- File based integration through various file formats
- The solution should provide Dev, Test and Prod environment to enable new requirements can be developed, tested and deployed with minimal disruption to business
- The solution proposed must be browser & handset agnostic (All Types of smart

phones & Tablets, makes/ models, OS, including iOS, android etc.)
- Mobile application should be optimized for any screen size of the mobile device and tablet.
- The proposed system must be capable of and compatible for Disaster Recovery & Business Continuity plan Implementation as and when required by client.

5. INFRASTRUCTURE REQUIREMENT:

The newly proposed applications shall be deployed on KSBCDC-provided servers hosted at the State Data Centre (SDC) of Kerala (Primary DC), with a corresponding Disaster Recovery (DR) setup at the designated DR site. The deployment must adhere to the State Government's IT infrastructure, security, and networking standards, ensuring compliance with data residency, backup, and cybersecurity policies.

The solution should be fully compatible with the existing SDC environment and leverage its available compute, storage, network, and security resources. All application components—such as web, application, and database servers—shall be configured for high availability, scalability, and performance, with real-time or near real-time data replication between the DC and DR to ensure business continuity.

The SI shall coordinate with the SDC operations team and KSBCDC's IT division for smooth installation, configuration, and integration with existing systems. The infrastructure setup shall include role-based access control, audit trails, automated backup schedules, and failover mechanisms. Detailed documentation covering deployment architecture, server specifications, network topology, and DC–DR synchronization procedures shall be provided for KSBCDC's review and approval before production rollout.

6. CONSOLIDATED DELIVERABLES (PHASE I & II)

The Selected bidder shall be responsible for delivering both strategic advisory outputs and technology implementation outputs, ensuring end-to-end transformation of the Corporation's lending and other operations. The following consolidated deliverables will form the binding scope of work:

6.1 Phase I – Strategy, Assessment & Design

6.1.1. Digital Transformation Roadmap & Advisory

Comprehensive Diagnostic Study & Gap Analysis

• Assess the current state of KSBCDC's IT systems, applications, infrastructure, cybersecurity posture, and compliance readiness.

• Conduct an end-to-end review of business processes covering loan origination, appraisal, sanction, disbursement, recovery, NPA management, and other operational areas such as HR, Payroll, and administrative functions.

- Evaluate customer journeys and service delivery mechanisms across both digital and physical channels.

- Benchmark KSBCDC's digital maturity and operational efficiency against peer NBFCs and global best practices in digital lending and financial inclusion.

Proposed Transformation Model

- Recommend re-engineered, system-driven workflows designed to minimize turnaround time (TAT), improve automation, and embed real-time risk monitoring.

- Perform a cost-benefit analysis of proposed technology and process initiatives to optimize resource utilization and ensure regulatory compliance.

Deliverables

- Digital Transformation Roadmap outlining short-, medium-, and long-term initiatives.

- Prioritized investment and implementation plan with clear business outcomes and measurable performance indicators.

- Phase I Advisory Report for presentation to the Corporation's Steering Committee, providing strategic recommendations and transformation priorities.

6.1.2. Functional & Technical Design of LLMS

Functional Design

- Develop detailed functional requirements for the Loan Lifecycle Management System (LLMS) and Supporting Applications, covering workflows, process flows, business rules, and reporting needs.

- Prepare Story Points, Use Cases, and detailed functional specifications for each business module to guide subsequent development and implementation phases.

High-Level Design (HLD)

- Define the overall system architecture, including integration, deployment, and network topology.

- Design external interfaces, security frameworks, and major data flow diagrams ensuring interoperability across all integrated systems.

Low-Level Design (LLD)

- Develop detailed module-level designs, including interface specifications, database schema, data mappings, workflow logic, validations, exception handling, and security controls.

• Document all user stories, acceptance criteria, and technical dependencies to ensure a traceable link between requirements and solution components.

Technical Design

• Build a modular, scalable, and API-driven architecture capable of integrating seamlessly with Core Lending, CRM, DMS, Payment Gateways, Credit Bureaus, Accounting, and RBI Reporting Systems.

Data Model & Non-Functional Design

• Define data structures for loan master, customer master, and transaction data.

• Specify non-functional requirements related to performance, scalability, DR/BCP, security, and compliance.

Deliverables

• Approved LLMS and Supporting Applications Functional & Technical Design Documents, including BRS, Functional Design (FD), High-Level Design (HLD), and Low-Level Design (LLD).

• Comprehensive documentation of Story Points, Use Cases, and process flows for all business modules.

• Integration architecture, data model documentation, and non-functional design specifications.

• Configuration guidelines, implementation recommendations, and system-level interdependencies.
• Consolidated Phase I Deliverables Pack to be submitted to the Steering Committee.
• Detailed Scope and Design Documentation for both Core Solutions and Supporting Applications as listed below.

6.2 Phase II

6.2.1 Configured Customized and Integrated LLMS Platform and supporting applications

- End-to-end configured LLMS instance aligned with Corporation's lending products and workflows.
- The solution shall support a configurable parametric setup of loan types, schemes, repayment structures, approval hierarchies, and all other relevant business instances, along with robust master data management. All such configurations and updates shall be manageable directly by authorized business users through parameterization, without the need for code-level changes or Service Provider intervention, and shall include appropriate role-based access controls and audit trails to ensure security, accountability, and compliance
- Fully integrated with Core Lending, CRM, DMS, credit bureaus, payment gateways, and regulatory reporting platforms.
- All supporting applications also should be delivered

- Delivered as a working pre-production environment for testing and sign-off.

6.2.2 Data Migration & Validation

- Cleanse, migrate, and reconcile historical loan and customer data from legacy systems.
- ETL processes with exception logs and reconciliation reports.
- Deliverables: Data Migration & Validation Reports signed off by business and IT teams.

6.2.3 Testing & Acceptance

- Execution of SIT, UAT, performance, and security testing.
- Compliance validation with RBI and statutory requirements.
- Deliverables: UAT Sign-Off Reports jointly signed by Corporation and Service Provider confirming system readiness.

6.2.4 Training & Change Management

- Training for IT staff, operations teams, collections staff, and end-users.
- Preparation of Training Manuals, SOPs, and e-learning materials.
- Conduct workshops and change management programs to ensure adoption.

6.2.5 Go-Live & Handover

- Pilot rollout followed by phased rollout across all branches/regions.
- Production cutover with go-live checklist, fallback plan, and DR validation.
- Deliverables: Go-Live Report & Handover Documentation signed by Corporation's Steering Committee.

6.2.6 Post-Go-Live Support & Stabilization

- Onsite/remote support during warranty and stabilization period.
- SLA-based incident response and resolution.
- Knowledge transfer to Corporation's IT/Operations teams.
- Deliverables: Post-Go-Live Support Plan including escalation matrix, patch management, and transition to AMC/managed services.

The broad overview of the overall implementation model along with brief description of the core and supporting application is mentioned below:

7. BRIEF DESCRIPTION OF IMPLEMENTATION MODEL:

i. SI is required to perform end to end activities related to implementation of the solutions mentioned above which includes designing, sizing, development, customization, configuring, parameterizing, implementing, integrating, training and maintenance of the proposed solutions.

ii. All software licenses acquired for the solutions developed for KSBCDC must remain under KSBCDC's ownership.

iii. The proposed CFSS/LLMS application must follow a microservices-based

architecture with containerization support

iv. The proposed solution must support seamless portability to any cloud or on-premises infrastructure without incurring additional licensing costs.

v. The application OEM or SI will be responsible for hosting the solution.

vi. SI is required to test the security updates/ upgrades/ patches in the Test environment and is required to inform KSBCDC of any security updates/ upgrades/ patches made available in the Solution procured through this RFP with the test results in every quarter. The SI is required to implement the same in Production post confirmation from KSBCDC.

vii. The SI is required to perform the data migration activities and will be responsible for extracting, loading, and transforming the data in the proposed systems/ solutions. The SI must liaise with the KSBCDC IT team for data extraction. Data shall be provided to the SI as extracted from the table, it is the responsibility of the SI to transform and load the data and enable in validation the correctness of the data.

viii. SI 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 KSBCDC. The architecture should provide for a standard set of tools and processes to manage containers, images, and releases.

ix. The SI should define the process and turnaround for returning the KSBCDC collaterals and data held.

x. SI is required to build interfaces/data transfer mechanisms and integrate the proposed applications with other applications and third party fintech and service providers.

xi. The SI is required to roll out the proposed applications and provide handholding support.

xii. The SI is required to provide Training and Knowledge Management to KSBCDC's management and personnel designated by KSBCDC.

xiii. SI is required to provide helpdesk support from KSBCDC's premises in Thiruvananthapuram, Kerala for the proposed applications. KSBCDC reserves the right if needed to shift the location within Thiruvananthapuram during the contract duration, SI must continue the services from new location at no additional cost to KSBCDC.

xiv. The SI is required to provide facilities management services for all in-scope applications & infrastructure.

xv. SI is required to provide complete and detailed documentation of the in-scope applications as per the requirements of KSBCDC.

xvi. SI must comply with the functional and technical specifications mentioned in Annexure 11.

xvii. The SI must ensure that the Performance and Customization review is performed annually by the Applications OEMs, not the Code Review.

xviii. SI should ensure the following timelines are met for batch job processing during the contract period:

- EOD - 1 hours
- EOM – 3 hours
- EOQ – 4 hours
- EOHY- 4 hours
- EOY - 5 hours

8. SECURITY FEATURES

i. It is the responsibility of the SI to ensure security features viz. audit trail, access control, password control, and report extraction control etc. in line with the IT & Security policies of KSBCDC.

ii. It is the responsibility of the SI to comply with the Government of India Guidelines and Act on DPDP and other acts/guidelines issued by GOI on regular basis.

iii. The proposed infrastructure & applications should also conform to standards of Government if India, and RBI Guidelines and their amendments from time to time.

iv. The SI will be responsible for defining and regularly updating the baseline security standards in line with the above-mentioned security standards. It is the bidder's responsibility to ensure and incorporate all necessary security and control features within the application, operating system, database, etc. to maintain integrity and confidentiality of data.

v. The solutions shall ensure user level, data and information security as per KSBCDC security policy.

vi. SI shall ensure that all in-scope applications & infrastructure should enable generation and monitoring of logs.

vii. The SI shall ensure that all in-scope applications & infrastructure should provide comprehensive audit trail features, enable audit trail, and access control list generation.

viii. The system shall provide daily activity logs and history logs (6 months online, post which, the logs should be archived on tape).

ix. SI should ensure support for recording of unsuccessful attempts to log-in to the system(s). SI to ensure that all system(s) shall provide tracking of the client's IP and network interface address.

x. All applications should communicate within themselves using the secure tunnel only using encryption.

xi. The SI will also be responsible for formulating detailed procedures for every service component offered to KSBCDC.

xii. The SI will be responsible for implementing the IT security policies drafted and provided by KSBCDC sometimes. Any deviations to the policies provided

by KSBCDC shall be informed to KSBCDC and approval shall be sought from KSBCDC. The proposed infrastructure & applications should comply with KSBCDC's security policy as approved by the board. The SI must make their best efforts to provide a workaround for any deviation.

xiii. The SI shall ensure to record and analyze the security incidents on servers, databases, networks, and application software. Any suspicious or concerned activities should be immediately informed to KSBCDC and corrective actions must be taken by the SI in concurrence with the infrastructure provider to resolve the issue. SI is required to provide security expert to resolve such issues identified/ notified.

xiv. The SI should report and analyze security and other incidence and take corrective proactive measures to rectify the same immediately. The SI shall also proactively inform KSBCDC of the occurrence of such incidences and breaches.

- SI 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 by a CERTIN empaneled agency. In case of there is an observation by testing agency, SI is required to perform the necessary changes to comply with the security parameters and Requirement as identified by testing agency within stipulated timelines.

xv. SI 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 SI for the respective software and other services shall be used on a pro-rata basis for any additional software or services utilized by KSBCDC during the contract period. SI is required to design, implement, deploy, parameterize, customize, interface / integrate, train, maintaining / maintenance of the defined list of applications & IT Infrastructures.

9. BRIEF DESCRIPTION OF CORE SOLUTIONS AND SUPPORTING SOLUTION

The proposed Solutions shall be a unified platform catering to all lending products (current & future) of KSBCDC. The proposed solution shall digitalize entire life cycle of lending including (but not limited to) maintaining the lead capture, loan originations, application & data validation, in principle approval, application review, credit appraisal, sanction and sanction communication. The loan servicing, namely, loan booking, disbursal, demand, repayment, delinquency management, and collection integrated with other systems/modules, namely Document Management, Field Inspection.

The proposed solution should broadly cover the following but not limited to:

i) Lead Management & CRM that includes:

- Lead acquisition
- Lead nurturing
- Lead conversion
- Customer servicing
- For detailed requirements, please refer CRM - FTR- Annexure – 11

ii) Loan Origination that includes:

- Loan application
  - KYC validation
  - In principle approval
  - Business rule engine for eligibility and credit decision
  - Workflow
- Loan application for sanction
  - Online document submissions
  - Integration with fintech and third party for financial analysis, bank statement analysis, IT return analysis etc.
- Credit appraisal
  - Business rule engine
  - Workflow
  - Security evaluation (legal and valuation)
  - Credit appraisal memo
  - Credit rating
  - Credit decision
- Sanction
  - Sanction letter with covenants
  - Communication of sanction
  - For detailed requirement, please refer LOS - FTR- Annexure - 11

iii) Loan Management that includes:

- Loan documentation
- e-signing
- Limit setup and loan booking
- Loan disbursal
- Loan demand
- Loan repayment
- Loan monitoring

- Asset classification – standard, sub-standard
- Loan Recovery / NPA management
- Suit filed cases
- Revenue recovery, Sec 29 recovery, SARFEASI Act recovery
- For detailed requirement, please refer LMS - FTR- Annexure - 11

iv) Human Resource Management that includes:

- Recruitment drive & complete onboarding process for new employees.
- Employee information management
- Payroll management - off roll & on roll staff.
- Leave & attendance management.
- Travel expense & reimbursement management.
- Performance appraisal & salary structure revisions.
- General administration.
- Exit management.
- Training program management system
- Dedicated portal/ window in overall HRMS solution for accessing various internal & external policies published from time to time relevant to various departments.
- Miscellaneous including Investment declaration & proof submission, Reward & recognition program.
- Integration with LMS for enabling Staff loan facility.
- Scope of above implementation include designing & implementing employee login portal as well as master login option for HR team.
- Relevant dashboards with respect to travel expense management, training program schedule, investment proof & investment declaration need to be made available for employee as well as admin from employer side.
- For other modules, dashboard can be provided to relevant administration team.
- For detailed requirement, please refer HRMS and Payroll - FTR- Annexure - 11

v) General Ledger & Financial Accounting System that includes:

- General ledger/schedule
- Manage accounting – year end closing
- Account receivables.
- Statutory reporting systems.

- Accounting
- Accounting transactions
- Accounting − GST reports
- Accounting − general reports for ALCO management.
- Integration requirements − GST and ITR portals
- Banking feed integrations.
- Scope of above implementation include designing & implementing GL & Financial accounting management system.
- Proposed Treasury Applications required with below features.

a. Asset and Liability Management (ALM)

b. Risk Management

c. Investment and Borrowing Operations

d. Automation and Integration

e. Regulatory Compliance

f. Real-Time Analytics and Reporting

- As the user access would be restricted, login option would be applicable to administration teams like finance, accounting, Pay roll management. Maker checker option should be available in all the relevant modules like loan repayment (i.e.: repayment of various facility availed by KSBCDC), funds release for disbursements, salary payments, Service Provider payments, expense reimbursement etc.
- For detailed requirement, please refer Accounting System with GST and Treasury - FTR- Annexure − 11

vi) Mobile Application (Customer App) that includes:

- The mobile app shall support Android and iOS platforms and include the following core functionalities:
- User Interface: Modern, responsive design with geo-tracking, multi-language support, dark mode, and accessibility compliance. The proposed solution should be an OEM supported solution and should not be a BETA version of any product.
- Authentication: Secure login with multi-factor authentication, OTP, session management, and profile controls.
- Loan Management: Dashboard for loan tracking, repayment via payment gateways, statement generation, and integration with backend systems.
- Customer Services: Service requests (e.g., disbursal, foreclosure, NOC), feedback, and contact updates.
- Support: Chat support, AI chatbot, call-back scheduling, FAQs, and ticketing system.

- Notifications: Push and in-app notifications for updates and reminders.
- Security & Privacy: End-to-end encryption, data protection, and secure session handling.
- Performance & Analytics: Offline access, battery optimization, usage analytics, and real-time monitoring.
- Compliance & Testing: Audit trails, data policies, and comprehensive testing across UI, security, and performance.
- For detailed requirement, please refer Mobile Application (Customer) - FTR- Annexure - 11

vii) Web Portal (Customer Portal) that includes:

- The web portal shall provide secure, scalable, and user-friendly access to KSBCDC services with the following core functionalities:
- User Access & Authentication: Secure login, registration, session management, dual authorization (maker-checker), password security, and two-factor authentication.
- Account & Loan Management: Real-time account and loan details, repayment schedules, transaction history, statement downloads, and online loan repayments.
- Customer Service: Service request facility, chatbot support, online updates for customer details and KYC documents, and loan closure requests.
- Audit & Compliance: Comprehensive audit trails, adherence to RBI guidelines, and logging of all user and transaction activities.
- Integration: Seamless integration with KSBCDC's internal systems (CFS, LMS, CRM) and external fintech platforms via APIs.
    - Web Design & Accessibility: Responsive design for mobile compatibility, screen reader support, high contrast modes, and personalization options.
    - System Capabilities: Scalable, platform-independent architecture with browser and device compatibility, and differentiated user experiences (corporate vs retail).
    - Alerts & Notifications: SMS/email alerts for login, rejections, unpaid installments, and personalized greetings.
- For detailed requirement, please refer Web Portal - FTR- Annexure – 11

viii) Document Management that includes:

- Storage of all types of documents with indexing
    - Application related documents including property documents
    - Internal documents like sanction, other letters

  - Loan documents and agreements
  - Field inspection and other such reports
- Retrieval
- Access management and audit log of documents
- Integration with required application and processes

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

ix) Field Inspection Mobile Application that includes:

- Inspection at various stages
  - Pre-sanction
  - Pre-disbursal
  - Post sanction monitoring
  - Recovery
- Geo tagging, image upload and report
- Integration with LOS, LMS and DMS
- For detailed requirement, please refer Field Inspection and Mobile Application -FTR- Annexure - 11

x) Budgeting and forecasting that includes:

- The system shall support comprehensive budgeting, forecasting, and reporting processes with the following core functionalities:
- Budget Inputs: Capture assumptions, KPIs, performance drivers, and budget
- parameters aligned with KSBCDC's policy.
- Access Control: Role-based access with edit restrictions post-submission unless approved.
- Data Analysis: Incorporate internal and external data for trend analysis and regression-based forecasting.
- Financial Forecasting: Project cash flows, contributions, and generate projected financial statements and trial balances.
- Notifications: Automated alerts for budget calendar, submission reminders, approvals, and overspending.
- Template Management: Dynamic templates for various budget types, revenue/investment projections, and multi-currency support.
- Quality Checks: Built-in validations for inconsistencies, misalignments, and incomplete or unrealistic inputs.
- Submission Workflow: Controlled submission/resubmission process with

approval flows and supplementary budget support.

- Data Aggregation: Real-time collation and consolidation of budget data across units, with support for merging/splitting.
- Strategic Planning: Scenario planning, sensitivity analysis, cost allocation, and top-down/bottom-up target setting.
- MIS Reporting: Multi-level reporting (unit to organization), variance analysis, capital/project tracking, and export options.
- System Integration: Seamless integration with accounting, LLMS, and other CFS modules for data and reporting.
- For detailed requirement, please refer Budgeting and Forecasting - FTR-Annexure - 11

xi) Fixed Asset Management that includes:

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

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

10. DATA MIGRATION

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

Source Mapping: KSBCDC will undertake the responsibility of source mapping. This includes identifying all relevant data sources, defining data extraction methods, and ensuring that data is prepared for transformation according to the defined business rules and data standards.

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

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

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

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

Data integrity checks should check the following data parameters:

- Raw data integrity
- Business rules
- Log Tables
- Configuration/ Parameterization table

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

a) Identify the critical fields to be validated from the field in source system based on the experience of other migrations.

b) Business rules verification.

c) 100% of Configuration/parameterization table should be verified.

d) SI appointed agency is expected to verify log tables and highlight various error logs if any, post migration.

e) To provide an assurance that 100% data for critical fields has been properly identified and accurately and completely migrated to relevant data fields in the target system by understanding and validating the migration controls, performing independent verification of Data migrations.

f) Review back-up procedure to ensure SI will provide assurance of availability of data under conversion ensuring that and not limited to that the data is backed up before

migration for future reference or any emergency that may arise out of data migration process.

g) Assessment of reliability of the financial data/ other critical data files

h) Comparison of pre-migration and post-migration data for checking integrity issues.

SI deliverables:

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

11. INTERFACES & INTEGRATION

Integration with Banks - NBFCs in India can access secured customer account data from banks, but this is done through a regulated and consent-based mechanism called the Account Aggregator (AA) framework, introduced by the Reserve Bank of India (RBI). Account Aggregator (AA) network, which is a digital data-sharing system that allows financial institutions (including nationalized banks) to share customer financial data securely and only with customer consent.

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

11.1 Integration / Interfaces with External Applications

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

The interfaces which are required by the KSBCDC must be appropriately sized, designed, developed, tested, installed, implemented and maintained by the SI throughout the contract duration. This is to ensure full compliance with the functional, technical, integration, and interfacing requirements outlined in the RFP.

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

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

11.2 Aadhar-Data Vault Integration

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

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

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

12. QUALITY ASSURANCE

The SI shall be responsible for testing the system and ensuring that the performance, stability, continuity, reliability, etc. remains intact. The SI shall prepare test cases and perform thorough testing. The test cases, testing automation scripts, root cause analysis, bug fixes, workarounds/ troubleshooting measures for non-fixable issues and other testing activities related to different types of testing (functional, system performance, load/stress, volume, UI, exception handling, compatibility, etc.) should be documented, signed off and shared with KSBCDC. The SI shall also define and document the entry and exit criteria for SIT and UAT. It is the sole responsibility of the SI to fix all the discovered issues during the testing performed. The indicative list of activities includes but not limited to the following:

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

b. Test Execution
   - Retest of failed test cases / scripts or modified scripts for testing the defect / deviation correction, if applicable
   - Recording, tracking, and reporting all defects/deviations, as well as resolving script and test defects.
   - Test results to be provided in an agreed-upon format that meets the

standards and criteria specified by KSBCDC

- Final executed test scripts to be provided in a format that meets the standards of KSBCDC
- Review and/or approval of the test results based on criteria defined in KSBCDC standards for executed test scripts
- Test summary report, including scanned copies of executed test scripts, consisting of screen prints and reports, in a format acceptable to KSBCDC
- Recommendations for the system, i.e., observations of system usability, suggested enhancements, and performance improvement

c. Unit Testing

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

12.1 System Integration testing

The SI should integrate the software with the Third-party agencies (Regulatory & statutory agencies, FINETCHs & partner Integrations) as per the requirement of KSBCDC and carry out thorough system integration testing. The SI should also conduct functional testing to verify that each function of the software application operates in conformance with the requirement specification.
System integration testing will be followed by user acceptance testing for all applications.
Integration and System testing (SIT)

- The SI shall test and ensure the performance, stability, reliability, request/response time, compatibility, etc. of all the interfaces between all the applications leveraged for the digital Core lending eco-system.
- The SI shall fix all the discovered issues during the system testing and UAT phase related to the interfaces. The SI shall perform end-to-end system testing

to ensure all the connected applications are appropriately operating.

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

12.2 User Acceptance Testing (UAT)

- The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests etc.
- The SI shall provide necessary information, tools and scripts to KSBCDC users and their appointed consultants/Bidders.
- The SI will provide necessary on-site training to enable KSBCDC and its appointed Bidders.
- The SI should carry out the load testing once the solution is deployed and submit the results to KSBCDC.
- If the load testing results do not comply with KSBCDC requirements, the SI shall provide and perform the necessary rectifications. The test scenarios should be created, reviewed, and verified by the SI and OEM and submitted to KSBCDC for

review.

- The Load testing must be performed on the UAT signoff solution (including the customization performed specifically for KSBCDC). Any performance bottleneck must be resolved.
- The SI will Set-up of regression/automated test software and other tools, be licensed for KSBCDC use and the SI to implement-operate-transfer to KSBCDC team.
- The SI will prepare test cases, testing methodology and testing strategy for all the tests to performed submission to KSBCDC for sign-off.
- The SI will Create of test data required by KSBCDC to perform User Acceptance Testing (UAT).
- Test plans, test cases, and test scripts for user acceptance testing to be provided by the bidder.
- Documentation of all test results, including any deviations discovered in UAT by the bidder.
- During the UAT testing, KSBCDC will notify the SI at regular intervals in writing.
- The SI must fix these bugs, carry out necessary rectifications and deliver patches/version towards changes effected.
- KSBCDC shall accept the application software only after the critical or major Bugs are fixed, which are then ready for production Implementation.
- KSBCDC may conduct reviews/audit, at its discretion, of the proposed solution and IT infrastructure during the contract period.
- The SI during the UAT stage shall submit the requirement traceability matrix and mapping of FRSM with the implemented solution.

12.3 Data testing

Data testing with the help of automation tool on pre & post migration state of data is part of the scope of the bidder. The SI will have to report on field level variances, if any.
Based on the contents of the RFP, the SI will be required to arrive at Test Methodology in consultation with KSBCDC, based on a standard which is suitable for KSBCDC.

12.4 SI will be responsible for performing the below activities for testing

- Development of suitable testing methodology/ testing strategy document
- Development of test cases in consultation with KSBCDC. The SI has to provide already prepared test cases to KSBCDC (negative & Positive) which KSBCDC may approve/ modify before execution.
- Development of test calendars.
- Development of entry and exit criteria for testing.
- Development of detailed test cases in UAT environment.

- Train KSBCDC's team in test cases development and testing methodology.
- Test application software for functionality, operational convenience, security and controls. This will also include positive and negative cases for each type.
- Execution of all the test cases.
- Record test results against the test cases tested.
- The testing should also ensure conformity to:
    - All customized menus and reports are working as per the SRS and BRD document provided by the Bidder.
    - All customized Interfaces are working as per the SRS and BRD document provided by the Bidder.
    - All functionalities are working properly as per the SRS and BRD document provided by the Bidder.
    - Gaps identified.
    - Interface testing with all types of transactions pertaining to that interface.
- Point out gaps, errors, bugs during testing.
- Document the gaps, errors and bugs observed during testing.
- Maintain a track of errors, bugs and customization requests and their resolutions'.
- Explain bugs, errors and gaps to KSBCDC and application Bidders.
- Follow up with Application Service Provider for fix or patch.
- Re-test the gaps, errors and bugs after rectification.
- Assist in Sign − off on the customization.
- Assist in Sign − off on user acceptance test.
- Submit all documents on methodology, strategy, test cases, test documentation, customization requests, solution etc. to KSBCDC.
- Conduct unit testing, integration testing of the entire functionality of the solution.
- External testing agency and the SI together will be responsible for end-to- end testing and UAT activities within scheduled timelines.
- Testing must include test cases on calculation and application of charges, EOD/ BOD, interest application, batch job execution, month end / half year end and yearly EOD / BOD, demand generation response time etc.
- All testing will be carried out with resources provided by the SI in coordination with KSBCDC.
- Acceptance testing shall broadly cover the testing of functionalities, migrated data (pre and post migration), and all interfaces to verify that the proposed solution conforms to the business & technical requirements

and Gap analysis Report, Bandwidth, and response time.

- SI must fix the bugs, carry out necessary rectifications and deliver patches/version towards changes which would be reported by external agency and KSBCDC.
- KSBCDC shall accept the application software only after critical or major Bugs are fixed and are ready for production Implementation.

13. REGULATORY COMPLIANCE, SECURITY, AND SYSTEM MAINTENANCE

a. SI to arrange for any updates/upgrades required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory & statutory authorities towards compliance as part of ATS & AMC at no extra cost to KSBCDC for the entire contract period as per the timelines defined by RBI/ Govt. of India/ regulatory & statutory authorities. It is the sole responsibility of the SI to assist KSBCDC in meeting and complying with the Guidelines/Notifications of regulator & statutory authorities by making necessary changes within the time frames defined by regulator & statutory authority. Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to KSBCDC, provided such guidelines were brought to the notice of bidder, shall be imposed on the SI for reason solely attributable to the bidder.

b. All requirements identified by KSBCDC in the RFP and/or requirement communicated by KSBCDC till SRS signoff are to be implemented by the bidder, at no additional cost to KSBCDC. Any requirement pertaining to regulatory & statutory requirement, cyber security, data security, cloud security and cloud hosting highlighted, advised, or published by KSBCDC, regulatory & statutory body and GOI must be provisioned & implemented by SI during the contract period at no additional cost to KSBCDC.

c. The SI must fix any vulnerabilities/ bugs/issues in the platform at no additional cost during the entire contract tenure. These vulnerabilities/ bugs/issues can be detected by KSBCDC or can be a finding of any internal or external audit conducted by KSBCDC or its auditors periodically during the contract period.

d. SI shall maintain the solution at both DC and DR of CSP as per the provisions of the RFP.

e. SI shall ensure that only its authorized employees/ representatives access KSBCDC Specific infrastructure and applications.

f. SI shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of KSBCDC data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which KSBCDC representative may inspect. SI shall facilitate and/ or handover the Device to KSBCDC or its authorized representative for investigation and/or forensic audit.

g. SI shall be responsible for protecting its network and subnetworks, from which remote access to KSBCDC network/KSBCDC specific data access is performed,

effectively against unauthorized access, malware, malicious code, and other threats to ensure KSBCDC information technology system and data is not compromised while using remote access facility. SI should put in place mechanism/tools/solutions to identify all the remote-access devices attached/connected to the KSBCDC systems.

14. INFRASTRUCTURE

a) The infrastructure provisioned by the State Data Centre (SDC) should adhere to the sizing mentioned by the application OEM for KSBCDC. The application OEM should validate the proposed infrastructure quoted by State Data Centre (SDC) and certify the same as sufficient based on the transaction volume (mentioned in RFP) & LLMS TPS envisaged by KSBCDC for next 6 years. The OS & RDBMS instance proposed shall be the latest version from OEM and supported by proposed applications quoted.

b) The SI shall maintain application and its security by addressing vulnerabilities and ensuring timely updates, upgrades, and patch management, since the application will be hosted in a State Government data center.

- Setting up of Disaster Recovery Centre (DRC)

c) Performing DR Drills on half yearly basis or suggested by regulatory body and submission of reports indicating success/ failure, remedies etc. For the purpose, the SOP may be so prepared to achieve RTO of 60 minutes and RPO of 15 minutes. However, the replication in DR should be real-time so as to be as close to zero with respect to RPO.

d) Supporting configuration of DC and DRC with all security infrastructure. as per the latest regulatory guidelines. The SI needs to keep himself updated with the latest guidelines issued by the regulators from time to time and necessary changes /updates to be made without waiting for intimation from the KSBCDC for the required updates. However, downtime, if any, in the services would have to be decided in consultation with KSBCDC.

15. BACKUP AND RESTORE MANAGEMENT SERVICES

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

- Identify the data backup technique which best suits the needs of KSBCDC for each application / server.
- Install, configure, test and manage any tools that may be required for data backup and recovery, such as those for writing the same data to multiple storage devices at the same time.
- Restore data to the database, as appropriate while ensuring that there is no loss of information / data.
- Development of procedures and templates. Periodically conducting restoration drills, recording the results and reporting the results to

KSBCDC.

- Execute backup and recovery procedures.
- Restore required files and data sets.
- Performing mock system failure and then data restoration drills on periodic basis
- The Backup window should be 2 hours and restoration window should not be more than 4 hours.
- The SI to propose backup solution accordingly at DC & DR. The expected data backup interval and data volume is mentioned below for sizing of solution. However, SI may propose higher sizing with adequate justification.

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

16. Escrow Arrangement

- The SI shall inform KSBCDC about the software (supporting and core solutions) if any developed by the Bidder/anyone supplying through the SI and customized to the requirements of KSBCDC.
- The SI 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 KSBCDC, then, in such cases, KSBCDC 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 KSBCDC in the event of the Contract being terminated for either default or Insolvency of the SI or should be SI 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 KSBCDC, therefore.
- The cost of verification of the software payable to Escrow Agent and annual subscription fee shall be payable by the selected SI or owner of the software meaning that KSBCDC 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.

17. WARRANTY AND ATS

The software will be under warranty for a period of one year from the date of Go live during which the selected SI will be required to resolve all the issues free of cost.
Post Warranty, the selected SI has to provide uninterrupted ATS for the project period. As the Go live date for various modules may be different dates, the selected SI 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.

18. REPAIRS AND MAINTENANCE

During the terms of this agreement the selected SI agrees to maintain the Hardware, OS, Data Base, Application Software, Interfaces and other 3rd party utilities supplied with the proposed solution. The SI must ensure that the hardware or
software supplied by them should not become end of life/support (EOL or EOS) before the completion of the whole project period.
The SI must ensure that hardware equipment or software supplied should not reach 'End-of- Sale' for next two years and 'End-of-Support'/ 'End-of-Life' as mandated by the respective OEM within Seven years from date of Letter of Award.

19. GUARANTEES ON SOFTWARE AND HARDWARE

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

20. CONTRACT PERIOD

- The duration of assignment(contract period) the System Integrator (SI) shall be 15 months from the date of execution of contract, divided into two distinct phases:
- Phase I – Strategy, Assessment & Design (3 months): This phase will cover the diagnostic study, business process review, preparation, and submission of the Software Requirement Specification (SRS), along with other Phase I deliverables.

- Phase II – Implementation, Customization & Rollout (12 months): This phase will commence after the acceptance of all Phase I deliverables by the Corporation and will include system development, configuration, integration, testing, training, go-live, and stabilization.

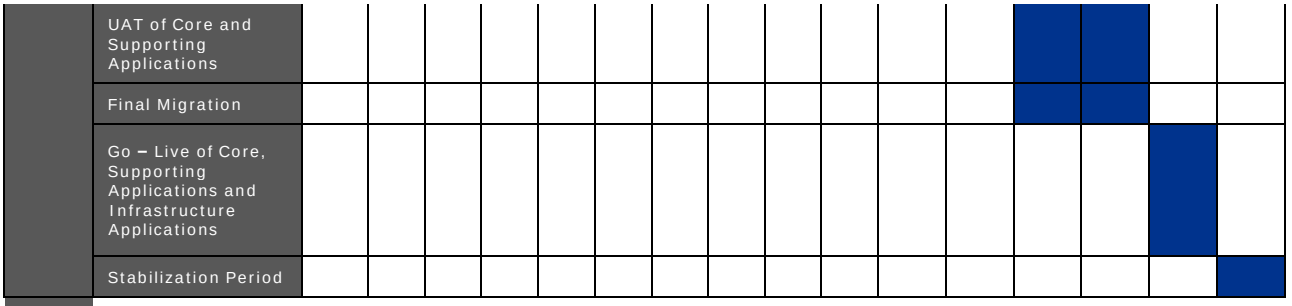
a. The contract period may be extended at the sole discretion of the Corporation, under the same team composition, commercial terms, and conditions, provided that the performance and services of the SI are found satisfactory.

b. Further, the Corporation reserves the right, at its sole and absolute discretion, to extend or renew the engagement with the SI for future requirements, additional modules, or enhancement activities, within the finalized rates or as may be mutually negotiated after the expiry of the current assignment period.

21. IMPLEMENTATION SCHEDULE

The maximum project implementation period is stipulated for 15 months, as shown below:

Phase		0															
	Activity	Day	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15
Phase 1	Project Kickoff																
	Current State Assessment																
	Gap Analysis and Recommendations																
	Business Requirement Gathering , Submission of Phase 1 Deliverables and Sign off																
Phase 2	Base Product Installation and Product Walkthrough of Core and Supporting Applications																
	Mock Migration of Core and Supporting Applications																
	Customization of Core and Supporting Applications																



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

The SI 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 SI will enable KSBCDC to resort to any or all of the following provided that the SI is first given a 30 days' cure period to remedy the breach/ delay:

a. Termination of the Contract and claim liquidated damages and any pending work shall be got executed by another agency at the risk and cost of the successful bidder.

b. Forfeiting of Security Deposit/Performance Bank Guarantee

c. This is without prejudice to the right of KSBCDC to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period if KSBCDC intends not to take both or either of the above two steps in case of a particular delay.

22. 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, KSBCDC shall have the right to withhold payment of the effected product and/or service due to the SI or withhold the payment of the disputed amount. Such withholding of payment shall not amount to a default on the part of KSBCDC.

KSBCDC 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 KSBCDC for each area as explained below with reference to the Annexure- 2 Commercial Bill of Material and Bill of Material in excel.

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

The component wise payment will be as mentioned below:

FMS Payment Term

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

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

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

Any addition/reduction in the resources personnel for addition/deletion in the scope of work will be on a pro-rata basis derived from the existing Bill of quantities. SI should factor all costs including on-site deployment, Project Management, SLA adherence etc. while quoting in the Bill of quantities.

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

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

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

System Study, Requirement Gathering, and Recommendation – Payment Term

This payment term covers the cost associated with conducting a comprehensive system study, business requirement gathering, and formulation of recommendations for the proposed digital transformation and application implementation. It includes the detailed analysis of existing processes, identification of functional and technical requirements, stakeholder consultations, and submission of the finalized recommendation report for approval. The corresponding payment shall be released upon successful completion and acceptance of these deliverables by the Corporation as per the agreed milestones under this Payment Term. A financial cap is imposed such that the cost associated for this phase shall not exceed 5% of the Total Project Cost, and payments shall be aligned with the approved milestones

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)

License Cost for Core and Supporting Application Software

- 10% of the license cost will be paid on delivery of licenses of applications to KSBCDC and installation of base version of the relevant applications and sign-off from KSBCDC.
- 30% of the license cost will be paid on UAT sign-off from KSBCDC.
- 50% of the License cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KSBCDC.
- 10% of the license cost shall be retained by KSBCDC and released after completion of the warranty period.
- Any addition/reduction in the licenses will be on pro-rata basis arrived from the submitted Bill of Quantities

The license cost should not include the ATS Cost.

ATS Cost for Core and Supporting Application Software

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

Training Charges

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

Implementation Cost

The implementation cost of all core and supporting applications:

- 20% of implementation cost will be paid post submission of UAT Sign-off by KSBCDC.

- 45% of the implementation cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KSBCDC
- 15% of implementation cost will be paid after 2 months of successful Go-Live, acceptance and Sign-off by KSBCDC.
- 20% of the implementation cost will be retained by KSBCDC and released at the rate of 5% per year over the performance period, subject to satisfactory performance and fulfillment of acceptance criteria.

Migration Cost

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

Milestones of Payment

Milestone	Timeline	Payment Component	Payment to be Paid
Before Go - Live			
Milestone 1 (Sign off of Phase 1 Deliver ables)	Within 3 months of contract signing	Cost for system study, business requirement gathering, and recommendations	Full payment for the System Study and Recommendation Phase will be made after submission and acceptance of the deliverables by KSBCDC
Milestone 2 (Setup Cost Signoff)	Within 5 months of contract signing	Application License Cost	10% of the license cost will be paid on delivery of licenses of applications to KSBCDC and installation of base version of the relevant applications and sign-off from KSBCDC.
Milestone 3 (Post UAT Signoff)	Within 8 months of contract signing	Application License Cost	30% of the license cost will be paid on UAT sign-off from KSBCDC.
		Implementation Cost	25% of implementation cost will be paid post submission of UAT Sign-off by KSBCDC.
		Migration Cost	30% of migration cost of the applications will be paid after UAT and Migration audit compliances performed and Sign-off from KSBCDC. Migration Audit will be performed by KSBCDC.
Milestone 4 (Go-Live Signoff)	Within 14 months of contract signing	Application License Cost	50% of the License cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KSBCDC.
		Implementation Cost	60% of the implementation cost will be paid after successfully go live of the applications and the functionality smoothly running and sign-off from KSBCDC
		Migration Cost	70% of migration cost of the applications will be paid after GO Live along with Migration Report and Sign-off from KSBCDC.
		Training Cost	100% of each type of training charge will be paid after the completion of the particular training schedule,
Milestone 5 (Post Go - Live Signoff)	Within 15 months of contract signing	Application License Cost	10% of the license cost shall be retained by KSBCDC and released after completion of the warranty period
		Implementation Cost	15% of implementation cost will be paid after 2 months of successful Go-Live, acceptance and Sign-off by KSBCDC

Post Go Live 1st Year			
Recurring Charges	Quarterly	Facility Management Service	Quarterly FMS charges for resources for Application Management Service
Post Go Live 2nd Year Onwards			
Recurring Charges	Quarterly	Facility Management Service	Quarterly FMS charges for resources for Application Management Service
		ATS for Application License	ATS (post warranty) cost for Core and Supporting Application Software will be paid quarterly in arrears

23. PAYMENT AND TAXES

a) The scope of work is divided into different areas and the payment would be linked to delivery and acceptance. Payments will be made subject to LD/penalty/compliance of Service Levels defined in the RFP document.

b) The SI must accept the payment terms proposed by KSBCDC. Any deviation from the proposed payment terms would not be accepted.

c) The payments will be released only through NEFT / RTGS, and the Selected SI must provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, etc.

d) The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST. Any increase in GST will be paid on actual by the KSBCDC or any new tax introduced by the government will also be paid by the KSBCDC. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to KSBCDC. The price quoted by the SI should not change due to exchange rate fluctuations, inflation, market conditions, and an increase in custom duty. KSBCDC will not pay any out-of-pocket expenses. The Selected SI will be entirely responsible for license fee, road permits, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by KSBCDC including incidental services and commissioning.

Goods and Services Taxes (GST) and its Compliance

a) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Service Provider shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

b) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various

statement return by all the registered taxable person. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the organization by way of commensurate reduction in the prices under the GST Law.

c) If a Service Provider is backlisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

d) KSBCDC shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

24. SERVICE LEVEL EXPECTATIONS AND PENALTY

Project Management Office

The SI shall deploy a dedicated project team comprising a Project Manager, Subject Matter Expert, and Solution Architect, each possessing relevant qualifications experience in similar system implementations. The team shall operate from the Project Management Office (PMO) established at KSBCDC, IT Division, Pattoor, Thiruvananthapuram, Kerala – 695035.
The SI's project personnel shall be deputed at the above location. However, if the SI elects to deploy any resources at locations other than the KSBCDC Head Office, no additional cost shall be payable during the entire contract period. The SI shall also be required to submit the curriculum vitae (CVs) of the key personnel proposed to be deployed at the PMO of KSBCDC for review and approval prior to onboarding

Execution of Contract, SLA & NDA

The SI and KSBCDC should execute Contract with KSBCDC, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by KSBCDC. Non-disclosure Agreement. The SI should execute the contract/SLA, NDA, and submit PBG within 21 (twenty one) days from the date of KSBCDC issues Letter of Award to Bidder. Signing of Contract, NDA and submission of PBG has to be completed within 21 Days shall lead to revocation of letter and forfeiture of EMD

Project Commencement

The successful Bidder shall mobilize resources to the Project Management Office of KSBCDC within 21 Days from the date of KSBCDC issues Letter of Award to SI to kickoff the project. Failure of which INR 1,00,000/- will be charged per week of delay from the Bidder to a maximum capping of EMD amount which will be forfeited and the LOA will be withdrawn without notice.

Commencement of Implementation Phase(s) Milestones(s)

Implementation schedule has been given in the RFP document. SI to adhere to

that plan. Any delay in commencing the key activities for which SI is only responsible will attract penalties of 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 SI if there is any delay for execution. If the subsequent milestone is achieved with in time, penalty recovered will be refunded

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

If the SI 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 for 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 KSBCDC has right to review the contract for additional penalties / termination or execute exit management.

Post Go-Live

Uptime of individual core solutions and supporting solutions

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

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

The system should be capable for keeping online data and should provide purging & archival of data during the contract period. The response time at server end should be always less than 2 seconds. During the agreement period, if at any stage, it is found that the solution provided by the SI is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.9% and response time < 2 seconds) the SI shall have to provide additional hardware, software without any additional cost to KSBCDC. The hardware proposed for the solution as part of this RFP should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilization levels at any given point in time during the contract Period.
The percentage uptime is calculated on monthly basis as follows:
(Total contracted hours in a month − downtime hours within contracted hours)/ (Total contracted hours in a month) *100

Service Level Description	Measurement	Minimum Service Level	Measurement Tool	Penalty
Database Response Assessment	End to End response time within DC (from the Core applications and Portal to the respective Database and back) should be <10 ms (mile seconds) during business hours	100%	Application Performance Tool	For each 0.25% drop in the service level during business hours, penalty would be @1% (One Percent) of the monthly ATS cost.
Application response time	This is the time taken from submission of any request by end-user – to - response of the request to the end user Response time < 2 sec	100%	Application Performance Tool	For each 0.25% drop in the service level during business hours, penalty would be @1% (One Percent) of the monthly ATS cost.
Page Transition	Time taken for page transition Response time < 2 sec	100%	Application Performance Tool	For each 0.25% drop in the service level during business hours, penalty would be @1% (One Percent) of the monthly ATS cost.

End of Day batch processing

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

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

will be imposed as penalty for each year end batch process of delay.

Facility Management Service

Once go live of application, the services should be available on 24*7*365 basis. The selected SI is expected to response and resolve issue within prescribed time frame based on the severity description decided by KSBCDC mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

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

Response/ resolution time for technical problem in Application & infrastructure

Sr. No.	Type of Incident	Response Time	Workaround Time	Penalty
1	Critical	15 minutes from call logged	<= 0.5 Hours	• Incident Management: Critical Incidents to be addressed within 15 minutes of the occurrence of the issue and a workaround is to be provided within 30 minutes to mitigate the issue. Resolution for the issue is to be provided within 24 hours (maximum 1 day) of the occurrence of the issue. • Penalty for Core Applications: The SI will be liable to pay a penalty of Rs. 10,000/- per day for the delay in providing permanent solution beyond the resolution time of 1(one) day. • Penalty for Supporting Applications: The SI will be

				liable to pay a penalty of Rs. 5,000/- per day for the delay in providing permanent solution beyond the resolution time of 1(one) day.
2	Key	30 minutes from call logged	<= 6 Hour from the time of incident logged at the Helpdesk	• Incident Management: Key Incidents to be acknowledge within 30 minutes of the occurrence of the issue and a workaround is to be provided within 6 hours to mitigate the issue. Resolution for the issue is to be provided between 24 to 48 hours (maximum 2 days) of the occurrence of the issue. • Penalty for Core Applications: The SI will be liable to pay a penalty of Rs. 7, 500/- per day for the delay in providing permanent solution beyond the resolution time of 2(two) days. • Penalty for Supporting Applications: The SI will be liable to pay a penalty of Rs. 4000/- per day for the delay in providing permanent solution beyond the resolution time of 2(two) days.

3	Significant	45 minutes from call logged	<=2 Days from time of incident logged at the Helpdesk	• Incident Management: Significant Incidents to be acknowledge within 45 minutes of the occurrence of the issue and a workaround is to be provided within 2 days to mitigate the issue. Resolution for the issue is to be provided within 4 days of the occurrence of the issue. • Penalty for Core Applications: The SI will be liable to pay a penalty of Rs. 5,000/- per day for the delay in providing permanent solution beyond the resolution time of 4(four) days. • Penalty for Supporting Applications: The SI will be liable to pay a penalty of Rs. 3000/- per day for the delay in providing permanent solution beyond the resolution time of 4(four) days.

25. DEADLINE FOR SUBMISSION OF RFP BIDS

- Bids be uploaded before the date and time stipulated in the "Schedule of Events" in Invitation to Bid.
- In the event of the specified date for submission of bids being declared as holiday for the organization, the bids will be received up to the appointed time on the next working day.
- The KSBCDC may, at its discretion, extend the deadline for submission of bids by issuing an addendum amending the bid documents, in which case, all rights and obligations of the organization and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- Any Bid received after the deadline for submission of Bids prescribed in the RFP, will be rejected and will not be considered for evaluation

26. WITHDRAWAL OF BIDS

- The Bidder may withdraw its Bid before the Bid's submission date, provided that written notice of the withdrawal of the Bids, is received by the organization, prior to the deadline prescribed for submission of Bids subject to the approval by MD, KSBCDC.
- No Bid may be modified after the deadline for submission of Bids.
- No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD furnished by the Bidder
- The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

27. BID PRICE & PERIOD OF VALIDITY OF INDICATIVE BID

- Tender validity period - Indicative Bids should remain valid for 120 (One Hundred and Twenty) days from the financial bid opening date. A Bid valid for a shorter period may be rejected by KSBCDC as non-responsive. Any decision in this regard by MD, KSBCDC shall be final, conclusive, and binding on the Bidder.
- The MD, KSBCDC may, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by KSBCDC shall be final, conclusive, and binding on the Bidder.
- The MD, KSBCDC reserves the right to call for fresh quotes any time during the validity period, if considered necessary.
- The bidder shall indicate the unit prices and total Bid Prices of the products and services; it proposes to provide under the Contract.
- The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.
- The prices quoted will be exclusive of all applicable taxes. The total price quoted must be inclusive of the cost of supply, installation and providing services during the service period.
- The acceptance of the Letter of Award (LOA) should be submitted within 10 days of the issuance of the LOA (Letter of Award) in the form appended to this RFP along with an Authorization Letter. In the absence of above information, a Bid may be considered incomplete and summarily rejected. Any decision in this regard by KSBCDC shall be final, conclusive, and binding on the Bidder.
- SI shall carry out the supply, installation, and commissioning of the product/service/solution strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the SI

to fully meet all the requirements of the Bid document and to complete the work duly operable and safe as per the best industry practice.

- The prices shall be quoted in Indian Rupees (INR) only (without decimal places) and shall not have any effect from variations / fluctuations of any other currency.
- The price charged by the SI for the services performed to fulfil the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.
- The Contract price shall be the only payment, payable by the Corporation to the SI for completion of the contractual obligations by the SI under the Contract, subject to the terms of payment specified in the Contract.
- The Corporation 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.

28. FIRM PRICES

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

29. FORMAT AND SIGNING OF BID

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

30. LOCAL CONDITIONS

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

damage to life, property and other loss damage, costs and expenses.

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

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

The Bidder shall pay, tender document fee of Rs.10,000/- plus GST @ 18% and EMD of Rs.5,00,000/- (Rupees Five Lakh only) while submitting the bid. The tender document fee is non- refundable. The EMD is required to protect the Corporation against the risk of Bidder's conduct, which would warrant the forfeiture of security.

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

In case of unsuccessful bidder, the EMD shall be returned within a period of 30 days after the conclusion of the bid upon submitting the request for refund. No interest will be payable on EMD amount.

The EMD will be returned to the successful SI upon submission of Performance Security Deposit (Performance Bank Guarantee) and no interest will be payable on EMD amount.

Any transaction charges levied while using any of the modes of online payment have to be borne by the bidder. The bid will be evaluated only if payment status against SI is showing "Success" during bid opening.

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

32. PERFORMANCE BANK GUARANTEE(PBG)

a) The Successful Bidder shall furnish the performance bank guarantee within 14 days of the receipt of acceptance by KSBCDC, as per the tentative format given in Annexures, failing which EMD will be forfeited.

b) The value of the Performance Bank Guarantee will be 10% of the total contract value.

c) The performance bank guarantee (PBG) should be issued by a Nationalized /

scheduled commercial bank and directly forwarded to KSBCDC.

d) The Performance Bank Guarantee (PBG) should be valid for a period of 81 months (75 months of contract duration and 6 months of claim period) from the date of issue of PBG. The PBG will have to be renewed/ resubmitted with fresh validity and claim period in case of extension of the contract.

e) The proceeds of the performance security shall be payable to KSBCDC as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract. Penalties, if any will be recovered from the payments in case Performance Guarantee amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up/ replenished back to the initial amount deposited within 10 days of such penal deductions, etc. being affected.

f) Failure of the Successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event KSBCDC may award the Contract to the next best evaluated SI or call for new tender. Any decision in this regard by the MD, KSBCDC shall be final, conclusive and binding on the Bidder.

g) The terms and the conditions stipulated in the contract shall be strictly adhered to and any breach/violation there of shall entail termination of the Contract without prejudice to the other right of the MD, KSBCDC including but not, to the right to levy/ impose and recover penalties as specified in this RFP or Contract.

33. INTEGRITY PACT

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

34. 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 KSBCDC. 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 KSBCDC 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 SI must provide KSBCDC 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.

35. ELIGIBILITY CRITERIA

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

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

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

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

Mandatory Qualification Criteria for the SI

Sr. No.	Eligibility Criteria	Supporting Documents
A. GENERAL		
1.	The 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 Limited Liability Partnership Act, 2008 and operating with a registered office in India for the last five years.	Certificate of Incorporation and other Documentary evidence to be attached. If the SI is the OEM of the (LOS, LMS, Accounting System), then the SI to submit IPR/Copyright or relevant documentation regarding the OEM of the solutions. If the SI is not the OEM of the (LOS, LMS, Accounting System), then need to submit the MAF (Manufacturer's Authorization Form) from the OEM of the solutions.
2	The Bidder must provide self-attested scanned copies of PAN card, GST Registration Certificates	Self-attested copies of the documents.
3	The Bidder should have at least two of the below quality certificates that are valid as of bid submission date. a) ISO 9001:2015 or above b) ISO 20000-1:2018 or above	Self-attested copies of the certificates.

	c) ISO/IEC 27001:2013 or above	
4	The OEM of the proposed LOS, LMS and Accounting System should have minimum CMMi Level 3 or above as on Bid Submission Date.	Valid copy of CMMi level 3 or above certificates to be provided.
5	The Bidder must not be blacklisted/ banned/convicted by any court of law for any criminal or civil offense/ declared ineligible by any entity of any State Government or Govt. of India or any local self-government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows: "We M/s confirms that we have not been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India as on the date of bid submission"
6	The Bidder should have at least 100 technical (Information Technology) personnel on its payroll.	Self-Declaration on Bidder's Letterhead signed by the HR Country Head of the Bidder.
B. FINANCIAL		
1	The Bidder should have an annual turnover of Rs. 20 Crore or more (Rupees One Hundred Crore) in the last three financial years (2022-2023, 2023-2024 and 2024-2025). Note: In case the Bidder falling under category of MSME as defined by Govt. Of India, this criterion would be exempted as per O.M. No. F. 20/2/2014-PPD dated 20.09.2016	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) Provisional Balance Sheet & P&L to be submitted for 2024-25 if not available from the Company's Chartered Accountant with UDIN Also need to attach Udyam Registration certificate copy as proof of MSME.
2	SI shall have a positive net worth in each of the last three financial years, i.e., 2022–23, 2023–24 and 2024–25.	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 SI. Provisional Balance Sheet & P&L to be submitted for 2024-25 if not available from the Company's Chartered Accountant with UDIN
C. EXPERIENCE AND SERVICE CAPABILITY		
1	The Bidder should have prior experience in Business Process Re-engineering and Digital Transformation Implementation of Loan Life Cycle Management System (LOS, LMS & Accounting System) in at least one (1) BFSI with a minimum loan portfolio of INR 2,500 Crores. Each application should have been implemented in at least one qualifying BFSI institution, not necessarily the same institution, during the last five (5) financial years.	Credentials from clients in the name of the SI in the form of Letter of Awards / Contract Agreement supported with credential letter to be furnished. For confirmation of Loan Portfolio, SI to submit relevant documents to justify the clause (Letter from client/client balance sheet / other public domain available documents). The credentials should be in last five

		financial years.
2	The proposed LLMS applications/product (LOS, LMS, Accounting system) implemented with multiple 3rd Party's real time Fintech integration such as • Bureau (Credit Scoring, Dedupe) • 3rd Party Data – Ekyc • Income Assessment • Legal(e-sign, e-stamp, e-mandate) • Video KYC • Adhaar & OTP Authentication • Payment Gateway • Sponsor/Partner Bank Out of 8 at least 4 fintech integration experience has to be provided.	Credential letter from the client in the name of OEM of LLMS or its authorized partner or system integrator. It's not mandatory to have all fintech integrations implemented in the same client.
3	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. LOS 2. LMS 3. Accounting System with GST	Credentials from clients mentioning the application name in form of Letter of Awards / Contract Agreement supported with credential letter to be furnished. For confirmation of Loan Portfolio, SI to submit relevant documents to justify the clause (Letter from client/client balance sheet / other public domain available documents). It's not mandatory to have all applications implemented in same client.
4	Mandatory Applications: Each of the following applications/products should have been implemented in at least one (1) BFSI Institution: 1. Budgeting and Forecasting 2. Document Management System 3. Field Inspection App / Mobile Application for Field Agent Users 4. Fixed Asset Management Optional Applications: Experience in implementing the following applications/ products is desirable but not mandatory: 1. HRMS & Payroll 2. Mobile Application (Customers) 3. Web Portal (Customers)	Credentials from clients mentioning the application name in form of Letter of Awards / Contract Agreement supported with credential letter to be furnished. For Customer App and Web Portal SI 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. It's not mandatory to have all applications implemented in same client.
5	The Bidder should have executed at least one project with a minimum project cost of Rs. 5 Crore (Rupees Five Crore only) during the last five years in the area of IT System Integration / Core Financial System / Digital Transformation / Enterprise Application Implementation	Documentary evidence in the form of Work Order and Completion Certificate shall be submitted along with the bid

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The Bidder should provide relevant additional information wherever required in the eligibility criteria. KSBCDC reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of KSBCDC in this regard shall be final, conclusive, and binding upon the Bidder.
- In case the Bidder(s) is a 100% subsidiary/entity formed from parent company by way of re-organization/separation of business/ in case of business transfer where Bidder(s) has acquired a Business from an entity ("Seller"), bidder(s) can utilize the experience and credential of the parent company/Seller to the acquired business for the purpose of meeting the eligibility criteria of this RFP, provided sufficient documentary proof of re-organization/ separation/ business transfer is produced.
- Either the Bidder as authorized partner of the OEM or OEM itself can bid but both cannot bid simultaneously for the said RFP. However multiple authorized partners can bid for the said RFP.
- If required supporting documents against each criterion are not attached clearly, KSBCDC may ask further submission of documents within a deadline fixed by the tender committee. Non submission of the required document within extended time period, the bid shall be rejected and treated as null and void.

36. LANGUAGE OF RFP

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

37. TERMS AND CONDITIONS FOR E-PROCUREMENT

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

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

Online Tender Process: The tender process shall consist of the following stages:

I. Downloading of tender document: Tender document will be available for download on https://www.etenders.kerala.gov.in.

II. Publishing of Corrigendum: Corrigendum (if any) shall be published on https://www.etenders.kerala.gov.inand shall not be available elsewhere.

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

IV. Opening of Technical Bid and Short-listing of Bidders: The technical bids of those bidders who satisfy in the Eligibility criteria will be proceeded further, for technical evaluation.

V. Opening of Financial Bids: Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time will be informed to the technically qualified Bidders.

Opening of Commercial Bids: Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in 'Schedule of Events for Submission of Bid Evaluation Committee of KSBCDC.

38. BID SUBMISSION DOCUMENTS

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

39. COST OF BIDDING

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

40. OPENING AND EVALUATION OF RFP BID

40.1 BID EVALUATION CRITERIA

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

The SI 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 KSBCDC 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

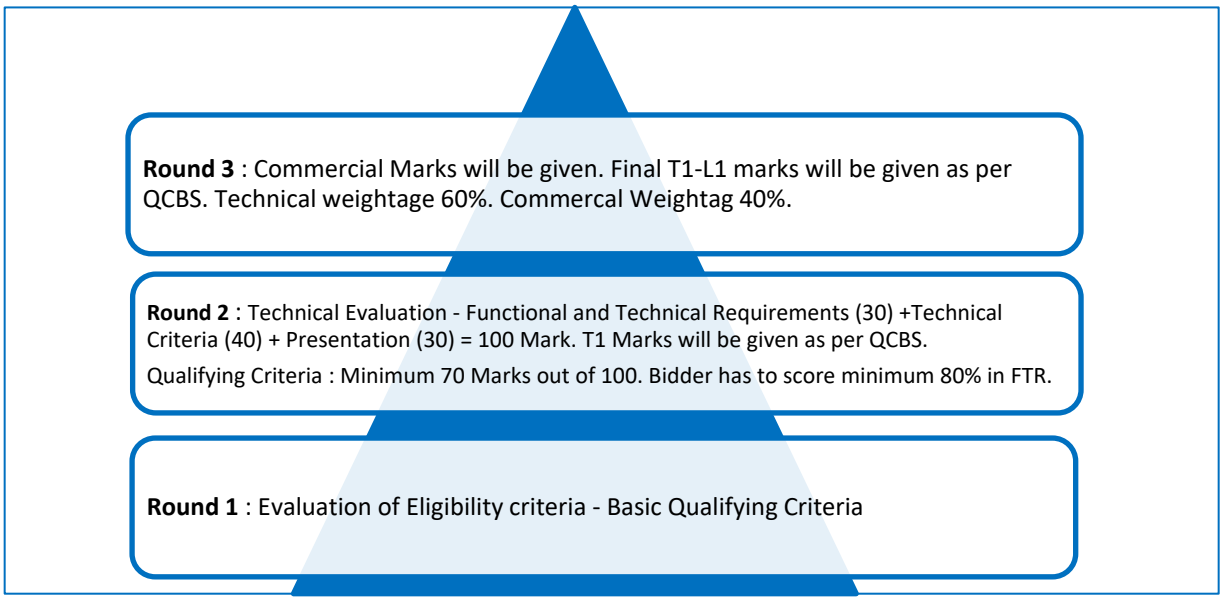
Bid is cleared and accepted. Bidder hold responsibility to pre-qualify the basic ELIGIBILITY criteria.

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

40.2 SELECTION AND EVALUATION PROCESS

The competitive bids shall be submitted in three stages:

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



40.3 Objective of Evaluation Process

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

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

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

40.4 Clarification of Bids

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

40.5 Technical Evaluation Process

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

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

In case only bid or no bid is received in response to RFP then KSBCDC at its discretion will re-tender the RFP. After re-tender of the RFP, in case only one Bidder submit the bid in response to retender, in such case KSBCDC at its discretion can proceed with single tender, which is not obligatory –hold– negotiation with that Bidder to reach reasonable contract price subject to approval of Government.

40.6 Preliminary Examination of Offers

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

40.7 General Eligibility Criteria

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

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

40.8 Technical Bid Evaluation Criteria

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

treated as non-compliant and decision to qualify the Bidder shall be accordingly taken by KSBCDC.

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

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

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

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

40.9 Detailed Technical Evaluation Parameters:

<table>
<tr><th>S. No.</th><th>Technical Evaluation</th><th>Evaluation Approach</th></tr>
<tr><td>1</td><td>Compliance to Annexure Functional & Technical requirements</td><td>The SI is required to submit the compliance to Annexure - Functional & Technical requirements.
(Maximum 30 Marks)
Note:
• SI has to mark (F/C/N) against all the functional requirement mentioned in Annexure – 11.
o Fully Compliant (F): 5 Marks
o Customized (C): 2 Marks
o Blank or Not Available (N): 0 Mark
• The total marks of the annexure will be scaled down on a scale of 30 marks.
• The overall Functional and technical points mentioned for core and supporting applications should comply to at least 80% of the <u>requirement i.e minimum scaled down marks of 24 Marks and Marks obtained below 24 will lead to technical disqualification</u>. Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of KSBCDC.</td></tr>
<tr><td>2</td><td>Bidder's capability and experience

Criteria 1</td><td>Bidder's experience in digital transformation, IT consulting, or process reengineering projects for Financial Institutions, NBFCs, Banks, or Government organizations.
• At least 1 similar project implemented – 2 Marks
• At least 2 similar projects implemented – 5 Marks
• 3 or more similar projects implemented – 10 Marks
<table><tr><td>Maximum Marks of Bidder's capability and experience Criteria 1</td><td>10 Marks</td></tr></table></td></tr>
<tr><td>3</td><td>Bidder's capability and experience

Criteria 2</td><td>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.
<table><tr><th>Core Application</th><th>Each Implementation Marks</th><th>Maximum Marks of each core application</th></tr><tr><td>LOS</td><td>1.5</td><td>6</td></tr><tr><td>LMS</td><td>1.5</td><td>6</td></tr><tr><td>Accounting System with GST & Treasury</td><td>1.5</td><td>6</td></tr></table></td></tr>
</table>

<table>
<tr><td></td><td></td><td>
<table>
<tr><td>Maximum Marks of Bidder's capability and experience Criteria 2</td><td>18 Marks</td></tr>
</table>
</td></tr>
<tr><td>4</td><td>Bidder's capability and experience

Criteria 3</td><td>
The proposed supporting applications should at least be implemented in BFSI. Multiple creds accepted. It's not mandatory to have all applications implemented in same client.
<table>
<tr><td>Supporting Application</td><td>Each Implementation Marks</td><td>Maximum Marks of each Supporting application</td></tr>
<tr><td>Budgeting & Forecasting</td><td>0.5</td><td>2</td></tr>
<tr><td>DMS</td><td>0.5</td><td>1</td></tr>
<tr><td>Field Inspection App</td><td>0.5</td><td>2</td></tr>
<tr><td>Fixed Asset Management</td><td>0.5</td><td>2</td></tr>
<tr><td colspan="2">Maximum Marks of Bidder's capability and experience Criteria 3</td><td>7 Marks</td></tr>
</table>
</td></tr>
<tr><td>5</td><td>Bidder's capability and experience

Criteria 4</td><td>
The Proposed LLMS (LOS, LMS, Accounting System) should have been implemented in NBFC having Corporate Loans in last 7 years.
(Maximum 5 Marks)

At least implemented in 1 NBFC – 2 Mark
At least implemented in 2 NBFC – 5 Marks

Credentials from clients mentioning the application name in form of Letter of Awards / Contract Agreement supported with credential letter to be furnished.
For confirmation of Loan Type, SI to submit relevant documents to justify the clause (Letter from client / other public domain available documents).
</td></tr>
<tr><td>6</td><td>Technical Presentation & Product Demonstration</td><td>
All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. KSBCDC will schedule presentations and detailed product walkthrough/demonstrations which shall showcase the functionalities of the proposed solution in a real time environment. The date, time and location for presentation and product walkthrough/demonstration will be communicated to the bidders. <u>Failure of a SI to complete a scheduled presentation to KSBCDC may result in rejection of the proposal.</u>

SI is expected to cover the following point in its presentation:

Understanding of the project
Approach and Methodology.
Product Demo of the Core Solutions
Fintech Integration Demo of Bureau, Ekyc, Income Assessment, Legal, Video KYC, Adhaar & OTP Authentication, Payment Gateway Sponsor/Partner Bank (At least 5 integration demo)
Product Demo of the Supporting Solutions

(Maximum 30 Marks)
</td></tr>
</table>

40.10 Commercial Bid Evaluation

The Commercial bids of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Bill of Quantities in excel. The commercial offer should consist of comprehensive Cost for required solution. The Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid

The cost allocated for Phase 1 System Study activities in the BOQ shall not exceed 5% of the Total Project Cost. The bidder shall ensure compliance with this requirement in the commercial proposal. Any bid exceeding this cap may be treated as non-responsive

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

The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Bill of Material excel. The commercial offer should consist of comprehensive Cost for required solution. SI must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

KSBCDC will determine whether the Commercial Bids are complete, unqualified, and unconditional. The technically qualified Bidders will be required to participate in the commercial bid opening either personally or through authorized representative with Letter of authority.

Commercial Bid Evaluation Considerations

1. Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:
2. If there is a discrepancy between words and figures, the amount in words shall prevail.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
4. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of KSBCDC, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail
5. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of quantities will prevail.
6. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
7. If there is a discrepancy in the total, the correct total shall be arrived at by KSBCDC
8. In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

9. At the sole discretion and determination of KSBCDC, KSBCDC may add any other relevant criteria for evaluating the proposals received in response to this RFP.
10. During the process of technical/commercial evaluation, if KSBCDC decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial offer of all the Bidders and TCO will be recalculated accordingly.
11. KSBCDC may drop any component of the proposed solution prior to finalization of order or delay its procurement at KSBCDC's sole discretion.
12. KSBCDC may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
13. All liability related to non-compliance of these minimum wages requirement and any other law will be responsibility of the Bidder.
14. KSBCDC shall not incur any liability to the affected Bidder on account of such rejection.
15. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. KSBCDC will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

40.11 Evaluation Mechanism

Final Evaluation – Weighted Techno-Commercial Evaluation

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

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

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

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

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

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

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

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

(Minimum Commercial Quote/Quoted Price) x40% + (Technical Score/Highest Technical Score) x 60%

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

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

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

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

KSBCDC reserves the right to cancel the Tender and float the RFP again in the following circumstances

- If none of the Bidders qualify in the technical bid evaluation.
- If only one Bidder qualifies in the technical bid evaluation.
- If selected Bidder fails to execute the System Integration Agreement with KSBCDC within the time limit stipulated. Any decision in this regard by Managing Director ,KSBCDC shall be final, conclusive and binding on the Bidders.
- KSBCDC shall not incur any liability to the Bidder(s) on account of reissue of RFP. KSBCDC shall not be obliged to inform the Bidder(s) of the grounds for the KSBCDC's rejection. KSBCDC reserves the right to modify any items of the scope of work in the RFP. ~~The RFP may be reissued on account of following~~:
- KSBCDC may call upon the ultimate short-listed Bidders to make a detailed presentation to the Evaluation Committee ~~Board of Directors~~ of the KSBCDC.
- The H-1 Bidder I shall be decided on the basis of the Techno-Commercial evaluation as mentioned in the RFP document.
- The Bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.
- If any Bidder fails to quote against any of the services sought by KSBCDC in the RFP , it will be presumed that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services must be provided to KSBCDC without any extra cost along with all other services.

41. POST QUALIFICATION

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

event KSBCDC will proceed to the next best- evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by KSBCDC shall be final, conclusive, and binding on the Bidder.

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

42. GENERAL INSTRUCTIONS

- Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forth with refer the matter to KSBCDC for necessary clarifications and / or confirmation.

- The Bidder shall complete in all respects, form(s) annexed to the RFP Documents, quote the rates/ prices, furnish the information called for there in, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign on each page of the Bid Document.

- The bid shall be properly signed by a person, or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.

- The bid shall contain the full name, address, telephone no. (mobile no and landline), fax no and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.

- The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

- KSBCDC reserves the right to adjust arithmetical or other errors in the bid, in the manner in which KSBCDC considers appropriate or deem fit. Any adjustments so made by KSBCDC shall be Communicated to the Bidder if KSBCDC decides to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of KSBCDC and shall be final, conclusive, and binding on the Bidder.

- The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP Documents. Any Bid, which stipulates conditions contrary

to the terms and conditions given in the RFP Documents, shall be rejected. Any decision in this regard by KSBCDC shall be final, conclusive, and binding on the Bidder.

- The Bidder cannot quote for the project in part of the scope of work stipulated in the RFP

- KSBCDC is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever. KSBCDC also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by KSBCDC shall be final, conclusive, and binding on the Bidder.

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

-
- Submission of a tender by a bidder implies that the bidder has read this tender document and has made themselves aware of the scope of the Work and other factors which have a bearing on the execution of the Contract.

- A bidder shall submit the tender that satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected

- Bidders have to accept the tender in its entirety and submit the unconditional acceptance letter to KSBCDC. (as given in Annexure −). Bidders are not allowed to make any modifications to the tender after it is submitted

- Tender documents are not transferable and should be submitted by the Agency to whom the tender document has been sold

- . The bidder shall not submit more than one tender.

- If an Agency becomes part of more than one bid, then all the bids containing that Agency shall become invalid and will stand rejected. If at any time during the tender process or during the tenure of this contract, it becomes evident to KSBCDC that both the selected agencies have either colluded or have same management/common directors or any stake in each other's equity, then KSBCDC reserves the right to disqualify either or both the bidders or terminate their contracts as the case may be and invoke Bank Guarantee .

43. CONTACTING KSBCDC

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

44. KSBCDC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

45. ACCEPTANCE OF BID

After completing the evaluation process KSBCDC will notify the Successful Bidder in writing (Email or through e-procurement portal), that its bid has been accepted.

46. SIGNING OF CONTRACT

a) After KSBCDC notifies the Successful Bidder that its bid has been accepted; the SI should sign the Contract and complete the execution of all other documents within 21 days.

b) The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non-Disclosure Form, Deed of Indemnity and other applicable documents as specified in the RFP/ Bid Document.

c) The Contract form and all other documents would be signed at Trivandrum, Kerala within 21 days of receipt of notification of award of contract. Selected bidder shall bear stamp duty and other charges as per applicable laws in the State of Kerala.

d) The SI shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. KSBCDC shall not be responsible or liable for reimbursing/ compensating these costs and expenses.

e) The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach/violation there of shall entail termination of the contract without prejudice to the other right of KSBCDC including but not, to the right to levy/ impose and recover penalties as specified in this RFP or Contract.

47. KSBCDC'S RIGHT

KSBCDC reserves the right to:

- Reject any and all bids received in response to the RFP.

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

48. TERMINATION

48.1 Termination for Default

KSBCDC, without prejudice to any other remedy for breach of contract, by at least 30 Days prior written notice of default sent to the Successful Bidder and in case the bidder fails to cure the defect within said period, may terminate this Contract in whole or in part:

A corrupt Practice Means

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

In the event, KSBCDC terminates the Contract in whole or in part, KSBCDC (may get the contract executed through another agency) may procure, upon such terms

and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful SI shall be liable to KSBCDC for any excess costs for such similar Services. However, the Successful SI shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceeds 10% of the contract value.
In case the contract is terminated then all undisputed payment will be given to Bidder, after adjusting the penalty if any, from invoices.

48.2 Termination for Insolvency

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

Termination – Key Terms & Conditions

KSBCDC reserves the right to terminate the agreement with the SI /Service Provider at any time by giving Thirty (30) days prior written notice to the Bidder.
KSBCDC shall be entitled to terminate the agreement at any time by giving notice if the Bidder-

- has a winding up order made against it; or
- has a receiver appointed over all or substantial assets; or
- is or becomes unable to pay its debts as they become due; or
- enters into any arrangement or composition with or for the benefit of its creditors; or
- passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The SI shall have the right to terminate only in the event of winding up of KSBCDC. KSBCDC will specify the period for remedying any defect.

48.3 Termination for Convenience

KSBCDC, by written notice sent to the SI, 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 KSBCDC's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.

KSBCDC, at any point during the duration of contract from the date of acceptance

of Letter of Award, may terminate contract by giving 30 days' advance notice to the bidders without assigning whatsoever reason.

48.4 Consequences of Termination

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

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

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

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

49. EXIT MANAGEMENT

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

point of time during the tenure of the contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this agreement. KSBCDC shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

In addition to the reverse transition mechanism, the purpose of this section is to provide details of the Bidder's assistance during the termination or expiration of the contract and exit plan strategy for KSBCDC. The SI shall also have to develop a detailed exit plan 3 (Three) months prior to the completion of the tenure of the contract. The exit plan should have detailed product-wise support services by the SI and its consortium partner (s) (if any) during the transition period. KSBCDC shall have the right to review the exit plan submitted by the SI and would suggest changes to be made in the exit plan, if any. After that, the exit plan shall be reviewed as and when required by KSBCDC. The SI has to provide knowledge transfer to the new software provider free of cost and also provide the database table structure in the required format, valid all financial and non-financial data to KSBCDC whenever requires without any additional cost. The SI has to provide support during migration activities to the new SI of KSBCDC.

49.1 Handover & Transition of Services

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

1. If any other agency or service provider is selected by KSBCDC for providing in-scope services, the SI selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete satisfaction of KSBCDC. In case, if KSBCDC observes the lack of willingness to manage transit/ sharing of information or lack of support from the SI (selected through this RFP), KSBCDC shall have an absolute discretion to impose penalties and make appropriate deductions from its billing or any other payables to the Bidder.
2. SI shall provide the termination/expiration assistance, regardless of the reason for termination or expiration. Six (6) months prior to the expiration of the term, or upon Bidder's receipt of notice of termination of this contract for any reason, or six (6) months prior to the cessation of any service, and at KSBCDC's request, SI shall provide to KSBCDC the staff and transition services necessary for KSBCDC to affect an orderly transition to KSBCDC or to a third party designated by KSBCDC.
3. The SI shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the needs of KSBCDC and the same shall be communicated to the Bidder.
4. During the transition phase, the SI shall not change or remove their key resources deployed at KSBCDC to enable the successful transition. In case, such instances occur, KSBCDC shall have the right to penalize the SI appropriately.
5. During the transition phase, the SI shall deploy dedicated transition resources to enable the successful transition.
6. During the exit management process, it is the responsibility of the SI to hand over all the data stored in the system in such a format that it can be migrated to the new system (as per the reverse transition mechanism mentioned above).

7. The ownership of the assets (including soft and hard components existing and procured through this RFP) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the contract, shall remain with KSBCDC. In addition, any information/ data gathered or generated by the SI during the term of the contract shall be the property of KSBCDC and the same shall be handed over to KSBCDC in native format at the end or termination of the contract; and
8. During the contract period, the SI shall ensure that all the documentation including diagrams, policies, procedures, asset registers, configuration documents, procurement documentation, original license and all other documents in relation to the works as per the agreed terms are kept up to date and all such documents shall be handed over to KSBCDC during the exit management process.
9. In case KSBCDC decides to withdraw any services/components from the scope of work during the contract period, the SI has to facilitate the transition of those service/components in compliance with the above Clauses.

49.2 Transfer of Documents

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

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

The SI shall provide uninterrupted services on existing terms and conditions till an acceptable alternate solution is agreed by KSBCDC.
Before the expiry of the exit management period, the SI shall deliver to KSBCDC or its nominated service provider or any other agency all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the SI shall be permitted to retain one copy of such materials for archival purposes only.

49.3 Transfer Agreements

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

49.4 Addition or Deletion of Qualified Offerings

Both the parties agree that the intent of this tender is to establish an initial set of service offerings. KSBCDC recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, KSBCDC recognize that from time-to-time hardware and software products that are provided as part of SI services will be upgraded or replaced as technology evolves. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added

with the prior approval of KSBCDC. For this purpose, a Change Order Procedure will be followed. KSBCDC may request a change order in the event of actual or anticipated changes(s) to the agreed scope of work, services, deliverables and schedules. The SI shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The SI shall carry out such services as required by KSBCDC at mutually agreed terms and conditions.

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

The SI shall agree to submit the request to add new services or service categories on its letterhead signed by a representatives authorized to bind the organization. KSBCDC is under no obligation to honor such requests to add services categories or amend this contract.

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

50. ORDER CANCELLATION

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

- Delay in rending services beyond the stipulated period from the date of Letter of Award.
- Delay in implementation beyond stipulated period.
- Repetitive failures/poor service by the Bidder.

In addition to the cancellation of Letter of Award, KSBCDC 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 KSBCDC.

51. AMENDMENTS

No change or modification of this agreement shall be valid unless the same shall be in writing and signed by all the parties.

52. SURVIVAL OF CLAUSES

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

53. WAIVER

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power

privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

54. COLLUSIVE CONDUCT

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

55. SUBCONTRACTING

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

56. CONDITIONS PRECEDENT

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

57. PROFESSIONALISM

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

58. RIGHT TO INSPECT, EXAMINE AND AUDIT

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

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

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

a) Ensure that the organization can access all books, records, and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the organization based on approved requests.

b) Provide KSBCDC with right to conduct audits on the SI whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the organization.

c) Include clause to allow the RBI or persons authorized by it to access KSBCDC's documents: records of transactions, and other necessary information given to you, stored or processed by the service provider within a reasonable time. This includes information maintained in paper and electronic formats.

d) Recognized the right of the reserve KSBCDC to cause an inspection to be made of a service provider of the organization and its books and account by one or more of its officers or employees or other persons. Organizations shall, at least annually, review the financial and operational condition of the service provider. KSBCDC shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by KSBCDC's internal or external auditors, or by agents appointed by KSBCDC.

e) Bidders shall have to comply with the Audit finding without any additional cost

to KSBCDC. To fulfill the Audit compliance, KSBCDC will communicate finding of the Auditor without delay to avoid any mischievous situation.

59. SENSITIVE INFORMATION

Any information considered sensitive must be protected by the SI from unauthorized disclosure, modification or access.
Types of sensitive information that will be found on KSBCDC's systems the SI may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

60. SURVIVAL AND SEVERABILITY

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

61. LEGAL COMPLIANCE

a) The Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required, labor laws, etc. If at any time during the term of this agreement, KSBCDC is informed or information comes to KSBCDC's attention that the selected SI is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), KSBCDC shall be entitled to terminate this agreement with immediate effect.

b) The Selected SI shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation

- The Selected SI shall ensure payment to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948 , Bonus Act, Gratuity Act, PF and ESI. In case the same is not paid, the liability under the said Acts shall solely rest with the SI

62. UNLAWFUL INDUCEMENTS

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

the outcome of the RFP process.

63. CORRUPT AND FRADULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that SI observes the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of KSBCDC and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive KSBCDC of the benefits of free and open competition.
KSBCDC reserves the right to reject a proposal for award if it determines that the SI recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
KSBCDC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

64. 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. KSBCDC 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 SI under this project and operated according to the Bidder's advice and same confirmed by KSBCDC'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.

65. INFORMATION OWNERSHIP

All information processed, stored, or transmitted by successful SI equipment belongs to KSBCDC. 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 SI 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 KSBCDC must be protected by the selected SI from unauthorized disclosure, modification or access. KSBCDC's

decision will be final.
Types of sensitive information that will be found on KSBCDC's systems which the SI 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.

66. STANDARD PERFORMANCE

a) The selected SI shall carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures, and methods.

b) The Successful SI shall always act, in respect of any matter relating to the Contract, as faithful advisors to KSBCDC and shall, always, support and safeguard KSBCDC's legitimate interests in any dealing with third parties.

67. STATUTORY AND REGULATORY REQUIREMENTS

The solution must comply with all applicable requirements defined by any regulatory, statutory, or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the SI in the technical response. During the period of warranty / AMC, SI / SI should comply with all requirements including any or all reports without any additional cost, defined by any Regulatory authority time to time and which fall under the scope of this RFP / Agreement
All mandatory requirements by regulatory / statutory bodies will be provided by the SI under change management at no extra cost to KSBCDC during the tenure of the 6 year and 3-month contract

68. BLACKLISTING

KSBCDC reserves its right to blacklist to concern SI 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. KSBCDC 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:
KSBCDC 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 KSBCDC for implementation of the project.

69. DUE DILIGENCE

a) The Bidder is expected to examine all instructions, forms, terms, and

specifications in this RFP and study the Bid Document carefully.

b) The bid shall be submitted after careful study and examination of this RFP with full understanding of its implications.

- Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability, and completeness of the information in this RFP and wherever felt necessary obtain independent advice.
- The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which KSBCDC shall not be held responsible.

c) Any decision taken by KSBCDC as the completeness of the Bid and/or rejection of any/all Bid(s) shall be final, conclusive, and binding upon the Bidder(s) and shall not be questioned/ challenged by the Bidder(s).

70. CONFIDENTIALITY

This document contains information confidential and proprietary to KSBCDC. Additionally, the SI will be exposed by virtue of the contracted activities to internal business information of KSBCDC, 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 SI for breach of trust.

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

The SI shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the direct employment of the BIDDER, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes.

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

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

71. USE OF CONTRACT DOCUMENTS AND INFORMATION

a) The selected SI shall treat all documents, information, data and communication of and with KSBCDC as privileged and confidential and shall be bound by the terms and conditions of the Non- Disclosure Agreement. The Successful SI shall execute this Non-Disclosure Agreement simultaneously when this Contract is executed.

b) The selected SI shall not, without KSBCDC 's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings/ designs furnished by or on behalf of KSBCDC in connection therewith, to any person other than a person employed by the SI in the performance of the Contract.

c) Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

d) The SI shall not, without the KSBCDC prior written consent, make use of any document, data, or information etc. enumerated in this Bid Documents save and except for due performance and observance of the Contract.

e) Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of KSBCDC and shall be returned (in all copies) to KSBCDC on completion of the Bidder's performance under and in accordance with the Contract, if so, required by KSBCDC.

f) The SI shall sign the Non-Disclosure Agreement as per the format provided in Annexure-8

72. LIQUIDATED DAMAGES

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

- Installation will be treated as incomplete in one / all the following situations:
- Non-delivery of any component or other services mentioned in the order.
- Non-delivery of supporting documentation.
    - Delivery availability, but no installation of the components and/ or software.

- Non integration.
- Non-Completion of Transition within suggested timeline.
- System operational, but unsatisfactory to KSBCDC.

KSBCDC may at its option demand and recover from the SI 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 contract value. Once the maximum is reached, KSBCDC may consider termination of the contract. If the SI fails to perform the Services within the time period(s) specified in the RFP/Contract or contract duration, KSBCDC 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 contract value as per Letter of Award 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 Contract Value . Once the maximum is reached, KSBCDC may consider termination of the contract, invoking of Bank guarantee or any other rights as deem fit.
KSBCDC shall invoke the performance Bank guarantee in case the Service Provider/SI fails to discharge their contractual obligations during the period of contract or KSBCDC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions after terminating the contract.

73. GOVERNING LAW AND JURISDICTION

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

74. INDEMNITY

The SI shall, at its own cost and expenses, defend and indemnify KSBCDC 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 SI shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If KSBCDC is required to pay compensation to a third party resulting from such infringement etc., the SI will bear all expenses including legal fees. KSBCDC will give notice to the SI of any such claim and shall provide reasonable assistance to the SI in disposing of the claim. The SI shall also be liable to indemnify KSBCDC, at its own cost and expenses, against all losses/damages, which KSBCDC may suffer on account of violation by the SI 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 KSBCDC or its employees.

75. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

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

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

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

76. MANUALS

a) The SI must, along with the equipment, supply all relevant manuals for the systems delivered/ installed. SI has to follow worldwide practice and international standard for documentation for the entire system development life cycle. The documents and manuals should be kept up to date with proper version control during the entire contract period. KSBCDC may require the SI to deliver the following documents in hard and soft copy to KSBCDC during development and implementation of the solution.
    - Detailed System Requirements Specification Document
    - High Level and Low-level architecture document
    - Customization retro fitment document
    - Techno-functional risks and mitigation document
    - Functionality traceability matrix which would provide details on the interdependence of technical components for the realization of a functionality
    - High Level Design document
    - Low Level Design document
    - Data migration strategy document
    - Interface strategy document
    - Test cases with results during UAT, SIT and any other test cases
    - Deployment plan document
    - Change management methodology document
    - Security guide
    - User management guide
    - Release notes
    - Impact matrix
    - All code develop for KSBCDC needs to be documented and provided to KSBCDC as well as any change in code during contract will be supplied to KSBCDC
b) The manuals shall be in English.

c) Unless and otherwise agreed, the equipment(s) or software solution shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to the KSBCDC.

d) System manuals should include the specifications of the various equipment's supplied.

77. CORRESPONDENCE AND NOTICES

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

78. RULES CORRESPONDING TO THIS RFP

- Last date for submission of the response to the RFP would be as mentioned in this Schedules of event in the RFP.
- All responses should be in English language. All responses by the SI to this RFP shall be binding on such Bidder for a period of 120 days after the opening of the financial bid.

a) All responses including technical bids would be deemed irrevocable offers/proposals from the Bidder and if accepted by KSBCDC form part of the final contract between KSBCDC and the selected Bidder. The Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

b) Responses submitted by a SI to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of SI Firm/Company. SI must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

c) Any technical bId offer submitted cannot be withdrawn / modified after the last date & time of submission of the bids, unless, specifically permitted by KSBCDC.

d) The Bidder may modify or withdraw its offer after submission, provided that KSBCDC prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the SI subsequent to the closing date and time for submission of the offers.

e) Bidder is required to quote for all the components mentioned in the Scope of Work in this document. In case, SI does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the compliance details in the formats in Annexure - 2 Commercial Bill of Material, Bill of Material in excel upload. KSBCDC reserves the

right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

f) In the event Bidder has not quoted for any mandatory items, as required by KSBCDC, and forming a part of the RFP circulated to the SI and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to KSBCDC.

g) KSBCDC ascertains and concludes that everything, as mentioned in the RFP circulated to the SI and responded by the Bidder, has been quoted for by the Bidder, and there will be no extra cost associated with the same, in case, the Bidder has not quoted for any items or service that is required under this RFP.

h) All out of pocket expenses, travelling, boarding and lodging expenses, for the entire life of the contract, should be a part of the commercial bid to be submitted in response to the Technical Bid. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by KSBCDC. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on KSBCDC for the same.

i) The Selected SI cannot excuse themselves from any claims by KSBCDC, whatsoever, for their deviations in confirming to the terms and conditions, payments schedules, period for supply, installation, implementation, integration and maintenance of hardware and application software as mentioned in the RFP. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in this RFP.

j) The RFP and all supporting documentation/templates are the sole property of KSBCDC and should NOT be redistributed, either in full or in part thereof, without the prior written consent of KSBCDC. Violation of this would be a breach of trust and may, interiliac cause the SI to be irrevocably disqualified. The afore mentioned material must be returned to KSBCDC when submitting the SI proposal, or upon request.

k) The proposal and all supporting documentation submitted by the Bidder shall become the property of KSBCDC.

l) By submitting a signed bid, the Bidder certifies that: The SI has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition.

m) Each Bidder must indicate whether they have any actual or potential conflict of interest related to contracting services with KSBCDC.

79. CHANGE ORDERS / ALTERATION / VARIATIONS

a) The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are not

exhaustive.

b) It shall be the responsibility of the SI to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to KSBCDC.

c) Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable, and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to KSBCDC.

d) Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the SI had not brought out to the KSBCDC's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to KSBCDC.

e) KSBCDC may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

- Functional/Technical specifications
- The Services to be provided by the Bidder

f) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule or both and the Contract shall accordingly be amended as may be decided by KSBCDC. Any claims by the SI for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of KSBCDC 's change order by the Bidder.

78.1 Change Order for new Module in Application

a) Change request

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

b) Change Order Process

1. Requirement will be provided by the User department to Service Provider.
2. The Requirement will be shared with the Service Provider.
3. The Service Provider will send the approach document to user department.

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

c) Change Order Rates

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

Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Change Request") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.
Any change order shall be duly approved by the KSBCDC (including any modification / Change in the Contract Price) in writing. If there is a difference of opinion between the SI and KSBCDC whether a particular work or part of the work constitutes a change order or not, the decision of the KSBCDC shall be final, conclusive, and binding on the Bidder.

80. CONTRACT AMENDMENT

a) At any time prior to the deadline of submission of bids, the KSBCDC, for any reason, whether, as its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding document, by amendment.

b) The notification of amendment will be uploaded in the https://www.etenders.kerala.gov.in.

c) To allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the KSBCDC, at its discretion, may extend the deadline for a reasonable period as decided by the KSBCDC, for the submission of

bids.

81. DISPUTE RESOLUTION

a) KSBCDC and the selected SI 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, KSBCDC and the selected SI 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 KSBCDC and the selected SI 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 KSBCDC and the selected bidder. The third Arbitrator shall be chosen by mutual discussion between the KSBCDC and the selected bidder.

ii. Arbitration proceedings shall be held at KSBCDC, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

iii. The decision of the majority of arbitrators shall be final and binding on both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

iv. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

82. NOTICE AND OTHER COMMUNICATIONS

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

83. SELECTED SI INTEGRITY

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

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

84. SELECTED SI OBLIGATION

a) The Selected SI is obliged to work closely with the KSBCDC's staff, act within its own authority and abide by directives / instructions issued by the KSBCDC from time to time. The Successful SI will abide by the job safety measures prevalent in India and will free / indemnify KSBCDC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful SI will pay all indemnities arising from this and will not hold the KSBCDC responsible or obligated.

b) The Selected SI would be required to adhere to the scope of work defined in the RFP / bid document to enable the KSBCDC to meet the operational objectives. It will be the Selected Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites/ hardware / software.

c) The Selected SI is responsible for managing the activities of its personnel and/ or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors.

d) The *SI* will abide by the job safety measures prevalent in India and will free the KSBCDC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the *SI* negligence. The *SI* will pay all indemnities arising from such incidents and will not hold KSBCDC responsible or obligated.

e) The Successful SI will treat as confidential all data and information about KSBCDC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of KSBCDC.

f) The SI shall ensure that the software and hardware relevant for the Services contemplated under this RFP, is properly maintained and always operated, without hampering the services with proper standby.

g) Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this RFP.

h) The SI shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.

i) The SI should have a well-documented Business Continuity Plan, Disaster Recovery Plan, and security and control practices.

j) The SI should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the KSBCDC.

k) The SI shall disclose security breaches, if any to KSBCDC, without any delay.

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

m) SI must comply RBI circular on "Cyber Security Framework for KSBCDCs" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.

n) SI should follow Information security guideline issued by KSBCDC/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.

o) SI shall submit Integrity Pact, Non-Disclosure Agreement and Performance Bank guarantee as per satisfaction of the KSBCDC.

p) The SI should guarantee that the software supplied to the KSBCDC is licensed and legally obtained. Software must be supplied with their original and complete printed documentation.

q) The License is granted to the existing entity of the KSBCDC and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract.

r) The KSBCDC reserves its right to blacklist to SI 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. KSBCDC shall have the right to exercise power conferred under this clause along with any or all rights incorporated under the RFP/Agreement.

s) The SI should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the KSBCDC.

t) The SI should comply of the Retention policy of the KSBCDC and co-ordinate preserving the data/documents of KSBCDC for a minimum of 10 years.

85. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

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

production of services and works in India with a view to enhancing income and employment.

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

The salient features of the aforesaid Order are as under:

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

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

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

Verification of Local contents:

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-

16. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1)

/2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 16-09-2020

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

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

86. SURVIVAL

- Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

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

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

In case the SI has any other business relationship with KSBCDC, no right of set-off, counter- claim and crossclaim and or otherwise will be available under this Contract to the SI for any payment's receivable under and in accordance with that business.
In case the SI has any claim, no right of set-off, counterclaim and crossclaim and or otherwise will be available under this Contract to the SI for any payment's receivable under and in accordance with that business.
However, KSBCDC shall have such rights against the successful SI up to a maximum of 100% of the contract value.

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

- The SI shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time.

- All safety and labor and industrial laws enforced by statutory agencies and by KSBCDC shall be applicable in the performance of this Contract and SI shall abide by these laws.

- The SI shall indemnify and keep indemnified and hold harmless the KSBCDC for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

- The SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

- The SI shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

- The SI shall also adhere to all security requirements/regulations of the KSBCDC during the execution of the work.

89. CONTRACT PRICE

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

90. INFORMATION SECURITY

All information processed, stored, or transmitted by successful SI equipment belongs to the KSBCDC. By having the responsibility to maintain the equipment, the SI does not acquire implicit access rights to the information or rights to redistribute the information. The SI 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 KSBCDC must be protected by the successful SI from unauthorized disclosure, modification, or access. The KSBCDC's decision will be final.

Types of sensitive information that will be found on KSBCDC systems which the SI 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.

91. OWNERSHIP AND RETENTION OF DOCUMENTS

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

92. REPRESENTATIONS AND WARRANTS

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

- That the selected SI is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the KSBCDC, under and in accordance with this Contract.

- That the SI is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.

- That the representations made by the SI in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the KSBCDC specifies to the contrary, the SI shall be bound by all the terms of the Bid.

- That the SI has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.

- That the SI shall ensure that all assets including but not, to equipment, licenses, etc. developed, procured, deployed, and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced regarding contemporary requirements.

- That the SI shall use such assets of the KSBCDC as the KSBCDC may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall, however, have no claim to any right, title, lien, or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right inequity or otherwise, merely by fact of such use or possession during or after the term hereof.

- That the SI shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the KSBCDC and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The SI shall also furnish to the KSBCDC a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and

renewed and shall keep the same alive during the term of this Contract.

- The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful SI against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, and installation. The insurance shall be obtained by the SI naming the SI as the beneficiary, "all risks" basis including war risks, burglary, fire, acts of terrorism and natural calamities valid for the entire period of the Agreement. The period of insurance shall be up to the date the supplied components are accepted and all rights of the property in KSBCDC's premises.

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

  - Initiate and pursue claim till settlement and
  - Promptly arrange for repair and/or replacement of any damaged item regardless of settlement of claim by the underwriters.

- That the SI 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 KSBCDC indemnified in relation thereto.
- That all the representations and warranties as have been made by the SI with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- That there are – (a) no legal proceedings pending or threatened against SI or any sub-Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced, or pending against SI or any sub- SI / third part or its team members by any statutory or regulatory or investigative agencies.
- That the SI has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery, and performance by it of the Contract.
- That all conditions precedent under the Contract have been complied.
- That neither the execution and delivery by the SI of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the SI is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the SI or other constitution a documents as the case maybe.
- That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected or made by

the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

- That the SI confirms that there has not and shall not occur any execution, amendment, or modification of any agreement/contract without the prior written consent of the KSBCDC, which may directly or indirectly have a bearing on the Contract or the project.
- That the SI owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the SI on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- That the SI 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 SI 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 SI or which the SI 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 SI is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned by the SI or which the SI 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 KSBCDC indemnified in relation thereto.

93. CONFIDENTIALITY

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

The Parties also agree:

i. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein.

ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original.

iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, Service Providers, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

iv. to treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information fora further period of [two (2)] years from the date of such termination.

- Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure.
- Confidential Information does not include information which:
    - the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
    - is independently developed by the recipient without breach of this Contract.
    - information in the public domain as a matter of law.
    - is received from a third party not subject to the obligation of confidentiality with respect to such information; is released from confidentiality with the written consent of the other party.

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

- The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

94. TERM AND EXTENSION OF THE CONTRACT

The contract period will commence from the date of execution of contract and will be valid for 6 years and 3 months. The contract may be extendable for another 3-year renewal based on satisfactory service of the SI 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.

95. FORCE MAJEURE

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.
For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the KSBCDC shall be final and binding on the Bidder.

96. CONFLICT OF INTEREST

SI shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process.
The SI shall disclose to the KSBCDC in writing all actual and potential conflicts of interest that exist, arise, or may arise (either for the SI or the bidder's team) while performing the Service(s) as soon as practical after it becomes aware of that conflict.

Any SI found to have a Conflict of Interest shall be disqualified. In the event of disqualification KSBCDC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by KSBCDC and not by way of penalty for, inter alia, the time, cost and effort of KSBCDC, including consideration of such Bidder's proposal (the

"Damages"), without prejudice to any other right or remedy that may be available to KSBCDC under the Bidding Documents and/ or the Concession Agreement or otherwise.

97. NO ASSIGNMENT

The Contract cannot be transferred or assigned by the SI without the prior written approval of the KSBCDC.

98. RELATIONSHIP BETWEEN THE PARTIES

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

99. **"NO CLAIM"** CERTIFICATE

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

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

ANNEXURES

Annexure -1 TECHNICAL BID FORM

Note: To be submitted on SI letter head.

To Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear Sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

After going through the RFP Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally, and irrevocably offer for Business Process Re-engineering and Digital Transformation Implementation for KSBCDC in conformity with the said Bid Documents.

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

If our Bid is accepted, we will obtain Perforamnce Bank 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 KSBCDC.

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

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

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

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

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

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

We understand that the EMD will be refunded after the SI signing the Contract and furnishing of the Performance Bank Guarantee in case of successful SI and not later than 30 days after the expiration of period of tender validity for unsuccessful

Bidders. We have noted that Bid Security/EMD shall not carry any interest.

Dated this___Day of 2025

Sign Name:

Designation:(Company Seal)

Annexure – 2 COMMERCIAL BID FORM

Note: To be submitted on SI letter head.

To Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear Sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

Having examined the RFP 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 KSBCDC in conformity with the said RFP documents for the sum of (Total Proposal amount in words and figures) taxes extra or such other sums as may be ascertained in accordance with the Bill of quantities attached herewith and made part of this Proposal.

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

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

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

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

We Understand that you are not bound to accept the lowest or any Proposal you may receive. Dated this _day
of __2025

Signature:
(in the capacity of)
Duly authorized to sign Proposal for and on behalf of

Annexure – 3 FORMAT OF POWER-OF-ATTORNEY (On Stamp Paper of relevant value)

Know all men by these presents, we M/s, (name of the SI and its address) do hereby appoint and authorize Shri (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Business Process Re-engineering and Digital Transformation Implementation for KSBCDC floated by The KSBCDC including signing and submission of all documents and providing information/responses to KSBCDC in all matters in connection with our Bid.

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

Dated this___day of____2025 For or on behalf of M/s ___

(Authorized Signatory)
(Name, Designation and Address)
Accepted
(Authorized Signatory) Witnesses:

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

Note:

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

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

Note: To be submitted on SI letter head.

To Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear Sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Reference: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC

Tender No. _____

DearSir,

- The tender document for the works mentioned above have been sold to me/us by KSBCDC and I/we hereby certify that I/we have read the entire terms and conditions of the tender document made available to me/us, which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.
- I/We hereby unconditionally accept the tender conditions of tender document in its entirety for the above works. Any conditions submitted by us stands automatically withdrawn.
- It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks /conditions (except unconditional rebates on quoted rates if any) in the Tender enclosed in financial bid and the same has been followed in the present case. In case any provisions of this Tender are found violated after opening financial bid, I/we agree that the tender shall be rejected and KSBCDC shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
- That, I/We declare that I/we have not paid and will not pay any bribe to any officer of KSBCDC or any Government authority for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of Client asks for bribe /gratification, I will immediately report it to the appropriate authority of Client.

Yours Sincerely,

Date
Authorized Signatory of the Bidder

Name of the signatory Designation

(Company Seal)

Annexure – 5 SELF DECLARATION

Note: To be submitted on SI letter head.

To Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

We,_____(name and designation) on behalf of M/s _____having its registered office at_____have submitted a Bid proposal to Kerala State Backward Classes Development Corporation Ltd (KSBCDC) in response to the Request for Proposal (RFP) dated_____.

We are duly authorized persons to submit this undertaking.

- We do not have any business relationship with KSBCDC including its directors and officers, which may result in any conflict of interest between the KSBCDC and us. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- We further confirm that all the information as per requirement of the Corporation have been included in our bid.
- Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Corporation. We understand that any deviation may result in disqualification of our bid.
- We have not been blacklisted by any Government Authority/ KSBCDC/RBI/IBA/ PSUs or any other Government agency/Regulatory Body/ICAI. No legal action is pending against us for any cause in any legal forum/court.
- We are not involved in any litigation which threatens the solvency of the company.
- We do not have any legal proceedings/ inquiries / investigations, commenced/ pending against us by any statutory or regulatory or investigative agencies.
- We undertake that adequate number of resources, if required by the Corporation, will be deployed for the project to complete the assignment within stipulated time.
- We also confirm that we are not a NPA holder in any Bank/Financial Institution in India.

Signature:

Name of the Authorized Person: Date & Place:

Annexure – 6 MANUFACTURERS AUTHORIZATION FROM OEM

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

To, Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

We who are established and reputable manufacturers/ producers of
having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s _____(Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.
We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.
We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

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

In the event of termination of production of such Products:

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

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

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

Place:
Date: Seal and signature of the OEM

Annexure – 7 PERFORMANCE BANK GUARANTEE

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

Ref: Bank Guarantee No. date

The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear Sir,

In response to e tender No dated , M/s (name of the firm offering Performance Guarantee) having its registered office at (herein after called Bidder) wish to participate in the said bid for Business Process Re-engineering and Digital Transformation Implementation for KSBCDC as in scope of the RFP having its head office at Thiruvananthapuram, Pin 695035.

one of the conditions in the RFP document is that the bidder who participates in the tender shall submit an irrevocable Performance Bank Guarantee (issued by a Nationalized Bank or a Scheduled Commercial Bank) as Performance Guarantee amounting to Rs. (Rupees only) valid up to is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s. (Bidder) having its registered office at has undertaken in pursuance of their offer to KSBCDC (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 Performance Bank Guarantee amounting to Rs. (Rupees only) valid up to (mention date of expiry which should be minimum of bid validity (6 months).

We, the (Bank Name) (Bank Address) having our head office at therefore, guarantee and undertake to pay immediately on first written demand by KSBCDC an amount of Rs. (in words) without any reservation, protest, demur and recourse in case the SI fails to comply with any condition of the bid or any violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

We further agree that no change or addition to or other modification of the terms of the Agreement to be performed thereunder or of any of the Agreement documents which may be made between you and the Selected Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be irrevocable and shall remain valid up to (mention date of expiry which should be minimum of contract duration of 60 Months with additional claim period of 6 months.

"Notwithstanding anything contained herein above.

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

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

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

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

Name & Signature of Authorized Officer 1 Name & Signature of Authorized Officer 2

Bank Office Seal:

Annexure – 8 NON-DISCLOSURE AGREEMENT

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

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

BETWEEN

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

AND

KSBCDC, a corporation established under Companies Act, 1956 having its Head Office at Thiruvananthapuram (hereinafter referred to as "Corporation" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

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

WHEREAS:

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

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

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof. Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

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

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

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

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

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

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

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

8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

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

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

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

For and on behalf of For and on behalf of
KSBCDC M/s. _
Name of Authorized Signatory Name of authorized Signatory

Designation Designation

Annexure – 9 DEED OF INDEMNITY

(In stamp paper of Rs 500/-)

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

BETWEEN

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

AND

KSBCDC, a corporation established under Companies Act, 1956 having its Head Office at Thiruvananthapuram (hereinafter referred to as "Corporation" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

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

WHEREAS:

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

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

We, __ (Company) hereby undertake to

1. Indemnify Kerala State Backward Classes Development Corporation Ltd (KSBCDC) and agree to protect and hold KSBCDC 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 KSBCDC 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 KSBCDC from whatsoever source, provided however, (i) KSBCDC notifies the SI in writing as soon as practicable when KSBCDC becomes aware of the claim (ii) the SI has sole control of the defense and all related settlement negotiations (iii) KSBCDC provides the SI with

the assistance, information and authority reasonably necessary to perform the above and (vi) KSBCDC does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where KSBCDC 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 KSBCDC arising out of claims made by its customers and/or regulatory authorities.

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

- KSBCDC's authorized / bona fide use of the Deliverables and/or the Services provided by Bidder/SI under this RFP; and/or
- An act or omission of the Bidder, employees, agents, sub- contractors in the performance of the obligations of the SI under this RFP; and/or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the KSBCDC; and/or
- Breach of any of the term of this RFP/Letter of Award (LOA) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the SI under this Agreement/PO; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the SI contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the SI or its employees or sub- contractors.
- Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by the Bidder.
- The SI shall indemnify KSBCDC for any data loss/damage because of processing of KSBCDC's data in the software supplied.

4. The SI will have to at its own cost and expenses defend or settle any claim against the KSBCDC that the Deliverables and Services delivered or provided under RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the KSBCDC:
    - Notifies the SI in writing; and
    - Cooperates with the SI in the defense and settlement of the claims.
5. The SI shall compensate the KSBCDC for such financial loss, direct and remote, suffered by the KSBCDC if the SI fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the KSBCDC as per the terms and conditions of this RFP and to meet the Service Levels.

Additionally, the SI shall indemnify, protect and save the KSBCDC against all claims, losses,

costs, damages, expenses, action, suits and other proceedings, that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in an country where the Deliverables and Services are used, sold or received; and/or resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the KSBCDC from whatsoever source, provided the KSBCDC notifies the SI in writing as soon as practicable when the KSBCDC becomes aware of the claim however, the SI has sole control of the defense and all related settlement negotiations.

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

KSBCDC undertakes to:

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

Notwithstanding anything to the contrary set forth herein,

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

For and on behalf of KSBCDC
Name of Authorized Signatory
Designation

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

Annexure – 10 LETTER FOR REFUND OF EMD

Note: To be submitted on SI letter head.

To, Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear Sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

We___(Company Name) had participated in the Request for Proposal (RFP) for Business Process Re-engineering and Digital Transformation Implementation

and are unsuccessful bidder. Or

We_____(Company Name) had participated in the RFP for Business Process Re-engineering and Digital Transformation Implementation for KSBCDC. and are successful SI and we had submitted all the legal Documents.

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

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

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

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

Signature:

Name:

Designation:

Company Seal:

Annexure – 11 FUNCTIONAL AND TECHNICAL REQUIREMENTS

Available as Excel attachments as part of the RFP documents.

Annexure – 12 PRE–BID QUERY FORM

If, the bidder, intends to respond to the **"** Business Process Re-engineering and Digital Transformation Implementation for KSBCDC**."** and requires any clarifications on the points mentioned in the RFP, it may communicate with KSBCDC using the following format (in a Microsoft Excel (.xls/.xlsx) format) only.

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

Section Number	Page Number	Point Number	Original Clause	Query	**Bank's** Response

Annexure – 13 **Bidder** PROFILE

Note: To be submitted on SI letter head.

To, Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

SL No.	Particulars	Details
A	Bidder Profile	
1.	Name of Firm/ Company	
2.	Constitution (Pvt Ltd, Partnership, LLP, Proprietorship etc.,)	
3.	Date & Year of establishment/ incorporation	
4.	Address (order to be placed on which office) Registered office Corporate office	
5.	Names and Designations of the persons authorized personnel/s executing the document.	
6.	Contact Details of Authorized Person Mobile No Email ID Company Website	
7.	Balance sheet and P&L of the SI in last three financial (2024-25, 2023-24, 2022-23)	
8.	PAN Number	
9.	GST No.	
10.	Bank Details: Name of the Bank Branch Address Type of Account Account Number IFS Code	

Signature:
Name of the Authorized Person: Designation:

Annexure – 14 PROFILE OF TEAM LEADER AND TEAM MEMBERS

Note: To be submitted on Bidder *letter head.*

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

Annexure – 15 INTEGRITY PACT

(Duly stamped on stamp paper INR 500/-)

KSBCDC, a Corporation established under Companies Act, 1956 having its Head Office at Thiruvananthapuram, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

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

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for selection of implementer of applications in scope of RFP of KSBCDC. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as

to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

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

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

Section 5- Previous transgression

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

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

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

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

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

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

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

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

Section 8- Independent External Monitor

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

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

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

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

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

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

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

Section 09- Pact Duration

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

Section 10- Other provisions

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

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

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

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

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

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

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

(For & On behalf of the Principal)	(For & On behalf of Bidder/Contractor)
Name & Designation of Signatory	Name & Designation of Signatory
(Office Seal)	(Office Seal)
Place…….	Place…….
Date……..	Date……..
Witness 1: (Name & Address)	Witness 1: (Name & Address)
Witness 2: (Name & Address)	Witness 2: (Name & Address)

Annexure – 16 MAKE IN INDIA PURCHASE PREFERENCE

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

To, Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

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

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

Signature of statutory auditor/ Cost auditor

Name Company
Registration number Seal

Annexure – 17 TURNOVER, NET PROFIT AND NET WORTH CERTIFICATE

Note: To be submitted on Bidder letter Head.

To, Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

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 KSBCDC. (Rs. In lakh)

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

Signature of statutory auditor/ Cost auditor

Name:

Company:

Registration number:
Seal:

Annexure – 18 CONSORTIUM & AUTHORISED PARTNER DETAILS

Note: To be submitted on Bidder *letter head.*

To, Date: DD.MM.YYYY

The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

(To be submitted in Bidder's Letter head)

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

Annexure – 19 CHECKLIST ITEMS FOR BID SUBMISSION

Note: To be submitted on Bidder *letter head.*

To, Date: DD.MM.YYYY
The Managing Director, KSBCDC,
Pattoor, Thiruvananthapuram - 695035.
ksbcdc@ksbcdc.com
Dear sir,
REF: KSBCDC/E-Tender/04/2025-26 Dated 01.11.2025

Sub: Business Process Re-engineering and Digital Transformation Implementation for KSBCDC.

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

Sr No	Particulars	Documents Attached (Yes/No)
1.	Annexure – 1 Technical Bid Form	
2.	Annexure – 3 Power of Attorney	
3.	Annexure – 4 Unconditional Acceptance of terms and conditions of the RFP.	
4.	Annexure – 5 Self Declaration	
	Annexure – 13 SI Profile	
5.	Annexure – 8 Non-Disclosure Agreement	
6.	Annexure – 9 Deed of Indemnity	
7.	Annexure – 15 Integrity Pact	
8.	Annexure – 18 Consortium and Authorized Partner Details	
9.	SI to provide below supporting documents 1.IPR/Copyright/relevant Documents from OEM for applications in scope. 2.MAF for the Applications in scope (Core, Supporting, Infrastructure) 3.Application Architecture, Deployment Architecture and Network Architecture 4. In case of MSME, attach Udyam Registration Certificate copy as proof of MSME	
10.	Supporting Documents for Eligibility Criteria. SI should submit all required documents. Any non – submission of documents will lead to disqualification from Bid.	
11.	Annexure – 11 Functional and Technical Requirements. Must submit compliance to 80% of the requirements.	
12.	Supporting Documents for Technical Criteria. SI should submit all required documents. Any non – submission of documents will lead to disqualification from technical evaluation.	
13.	Technical Proposal of the Bid: • SI to submit Details of the (core, supporting, infrastructure) applications capabilities/specs/features/integration in the	

	Bid. • Product Name and Version details of (core, supporting, infrastructure). • DC/DR cloud setup related information. • Approach and Methodology for BRD phase, migration phase, UAT phase. • Post Go-Live BaU support, escalation matrix • Any assumption of the SI related to the Bid.	
14.	Annexure – 14 Profile of Team Leader and Team Members	
15.	Signed and stamped of the full RFP document from the authorized person of the SI.	
16.	Annexure – 19 Checklist items for the Bid	

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

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

Place:
Date:
SEAL (Authorized Signatory)

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