



REQUEST FOR PROPOSAL (RFP)
FOR
IMPLEMENTATION
OF
Central KYC Registry Solution (CKYCR)

**LEVEL 8, (6TH FLOOR), TRANS TOWERS, VAZHUTHACAUD,
THIRUVANANTHAPURAM**

Phone: 0471-2326883

Email: mail@ktdfc.com

JUNE , 2022

KTDFC/HO/IT/CKYCR/2022 dated 27/06/2022

INVITATION OF OFFER

For

Empanelment of Agencies for Data preparation, Analysis and Updating and for uploading of End Client Details to Central KYC Registry

KERALA TRANSPORT FINANCE DEVELOPMENT CORPORATION(A Non Banking Financial Company), Level 8 (6th Floor),Trans Towers,Vazhuthacaud,Thiruvananthapuram-14, is requiring to furnish the details of end Clients with Central KYC Registry as per the RBI Guidelines and as per the Prevention of Money Laundering Rules, .This project requires the data processing ,updating , analysis and uploading of the end “Client KYC details “ of the company

In order to carry out the project, KTDFC is proposing to empanel those agencies with experience and expertise in the field providing IT enabled projects services to the various projects especially CKYC projects.

The agencies are proposed to be empanelled for a period of **one year**, extendable for another year, based on performance and mutual consent.

Date and Time of commencement of inspection / Sale of Bid Document	01.07.2022
Cost of the Tender document	Rs 10,000/- (Ten Thousand only)
Bid Security	Rs 2,00,000/- (Two Lakhs)
Last date for submitting Pre-Bid clarification ONLY THROUGH E-MAIL., if any	10/07/2022 Email: cs.ktdfc@gmail.com
Last Date and Time for Receipt of Bids at KTDFC (Address as given below)	20/07/.2022 by 3:00 pm on that day
Date and Time of opening of Technical Bids	20.07.2022 by 4:00 pm on that day
Date, Time & Place of opening of Price Bids for Technically Qualified Bidders	Will be advised separately
Contact Person	DR.CHIDAMBARAIYER.J COMPANY SECRETARY,KTDFC

	Ph.0471-2326883
Address for Communication and submission of bid.	CHAIRMAN AND MANAGING DIRECTOR LEVEL 8, (6 TH FLOOR), TRANS TOWERS, VAZHUTHACAUD, THIRUVANANTHAPURAM
Bid Document Availability	RFP document is available in KTDFC's website (www.ktdfc.com/www.ktdfc.kerala.gov.in) and the same can be downloaded

DISCLAIMER

1. The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of KTDFC (**COPORATION**), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. Each Bidder acknowledges and accepts that the KTDFC may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.
3. This RFP is neither an agreement nor an offer in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified **by KTDFC** after completion of the selection process. The RFP is only an invitation by **KTDFC** to the interested parties for submission of bids.
4. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with **KTDFC** in relation to the provision of services. Neither **KTDFC** nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither KTDFC nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
5. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where

necessary obtain independent advice. KTDFC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. **KTDFC** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

6. Subject to any law to the contrary, and to the maximum extent permitted by law, KTDFC and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of KTDFC or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

7. **KTDFC** reserves the right to reject all or any of the Bids during the RFP process and / or before awarding the contracts without giving reasons whatsoever or cancels the entire process without assigning reasons thereto.

8. *Confidentiality of RFP*

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the bidder to any other person. The RFP document is provided to the Bidder on the basis of the undertaking of confidentiality given by the Recipient to KTDFC . KTDFC may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with KTDFC or any of its customers or suppliers without the prior written consent of KTDFC.

1. Terminologies and Abbreviations –

AMC- Annual Maintenance Contract
API- Application Program Interface
ATS - Annual Technical Support
EMD -Earnest Money Deposit
ITB- Instructions to Bidder
RFP- Request for Proposal
SI - System Integrator
SRS- Software Requirement Specification
UAT- User Acceptance Testing

RFP Objective

KTDFC invites proposals from competent and authorized Bidders for Supply, Installation,

Implementation, Customization, Testing, Training, Onsite Support and Integration of Central KYC Registry (hereinafter referred to as CKYCR) Solution for KTDFC. KTDFC needs to integrate CKYCR portal of CERSAI, Govt. of India with proposed solution through STP using digital signature. The required solution should be installed at KTDFC's Data Centre (DC) and Disaster Recovery (DR) Site simultaneously and the bidder is responsible to make DR with sync for the proposed application and database at any point of time. The Bidder should be an OEM, Authorized partner, System Integrator, having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution.

Scope of Work

KTDFC proposes to procure application software to capture the KYC details of new / legacy account of individual and legal entities as per the template of CKYCR and check with the database of CKYCR and upload to CERSAI (CKYCR) portal in case the record does not exist already. CKYCR is a centralized repository of KYC records of customers in the financial sector with uniform KYC norms and inter-usability of the KYC records across the sector with an objective to reduce the burden of producing KYC documents and getting those verified every time when the customer creates a new relationship with a financial entity. The details of functional requirements and required technical specifications to implement the solution at **KTDFC** are to be submitted as per Annexure-X attached herewith

The accounts are opened through CBS (Finacle) and the respective details also will be updated in Finacle. The proposed solution should download the account details automatically from Finacle via SFTP or through any other mode. Also the solution should have the capability to import the scanned documents from Document Management system to the software or export the scanned documents from the software to Document Management System with a proper reference.

The proposed application software should have the capability of capturing all the details with necessary validations as required in the CKYC template provided by CERSAI. It should provide download of file in the format as required by CERSAI with **NIL**/very minimum rejection of records when the same is uploaded in their portal.

Bidders have to ensure that the proposed solution should comply with the latest CKYCR guidelines 2016 including amendments. Bidder has to carry out customization changes in software in case of regulatory requirements, in future, at no extra cost to the KTDFC . The CKYCR has to be implemented in KTDFC'S branches also

Upload of KYC record

- a) Where a customer submits a KYC Identifier to **KTDFC**, then CKYCR solution should download the KYC records from the Central KYC Registry by using the KYC Identifier.
- b) The data captured as per the common KYC template should be uploaded on the Central KYC portal along with the scanned copy of the supporting documents (POI/PoA). For an individual record, the signature and photograph should be cropped separately and uploaded.
- c) The proposed solution should be capable to bulk upload the KYC details RFP – Centralize KYC Registry Solution (CKYCR) and scanned images. Images for each record should be able

to be zipped separately.

- d) The proposed solution should digitally sign the zip folder before upload as per requirements of CKYCR.
- e) The proposed solution should be capable to upload the bulk files either at the branch, region or institution level.
- f) System should place all files on SFTP (**Secure File Transfer Protocol**) and it should be capable of reading responses automatically.

Search and Download of KYC record

- a) The proposed solution should be capable to search for the record by entering CKYC identifier or by entering a valid ID type and number.
- b) The proposed solution should be capable to download single / bulk records by entering CKYC identifier and an authentication factor (viz. date of birth / date of incorporation).

Update of KYC record

- a) In case of change of existing information of a customer (including minor turning major) in the records of Central KYC Registry, the proposed solution should be capable to initiate an updated request.
- b) The updated data along with the scanned copy of the supporting document, where required, should be uploaded on the Central KYC Registry portal.
- c) The Proposed solution should be capable of receiving notification/deficiency from CKYCR and will give email to respective branch/user under copy to administrator/RO user/CO user.
- d) The Proposed solution should be capable to give SMS/email alert to respective customer whose notification comes to the branch. It should have a workflow and all interaction with **www.ckycindia.in** or the CKYCR system should happen through secure FTP and SSL. KTDFC's SMS and Email Gateway details will be disclosed separately with Successful Bidder.

Eligibility Criteria:

The prospective Bidders should fulfill the respective pre-qualifications mentioned in Annexure F; otherwise their Bids will not be considered valid for the Bid evaluation process and will be summarily rejected. The Bidders should submit all the supporting documents in the Bidder's eligibility proof. In the absence of such documentary evidences, Bid will be rejected without any further correspondence. **KTDFC** reserves the right to verify/evaluate the claims made by the bidder independently. Any misrepresentation will entail rejection of the bid.

Cost of RFP

1. Bidder is required to pay Rs.10,000/- in the form of Demand Draft t from a Schedule Commercial Bank in favor of **KTDFC** payable at Thiruvananthapuram towards cost of RFP at the time of bid submission.

2. Bidder should deposit EMD of **Rs.2, 00, 000/-** in the form of a demand draft issued by a

- scheduled commercial bank favoring KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION payable at Thiruvananthapuram (or) Bank Guarantee – BG, issued by a scheduled commercial Bank the EMD should be submitted at the time of bid submission.
3. KTDFC will follow the guidelines issued by Govt. of India for MSME units registered with NSIC under single point registration scheme.

Bid Security:

1. The Bidder shall furnish, as part of its Bid, a Bid security as given in Annexure-M.
 2. The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.
 3. The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - a. Bank guarantee for 180 days with a claim period of one year, issued by a Public Sector / Private Sector / Scheduled Commercial Banks in India), acceptable to the KTDFC, in the form as per **Annexure-N** provided in the Bid.
- OR**
- b. Banker's Cheque / Demand Draft, issued by a Public Sector / Private Sector / Scheduled Commercial Banks in India, drawn in favour of **KTDFC** payable at **Thiruvananthapuram**.
4. Any Bid not secured, as above, will be rejected by the KTDFC, as nonresponsive.
 5. Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity.
 6. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the Performance Security as per Annexure-N.
 7. The Bid security may be forfeited:
 - a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b) If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
 - c) in the case of a successful Bidder, if the Bidder fails; **(i) to sign the Contract;**
- Or**
- (ii) To furnish Performance Security as mentioned in this RFP.

Bid Prices

1. The prices indicated in the Price Schedule shall be entered in the following manner:-
The total price quoted should be inclusive of applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance etc. But exclusive of Sales Tax / VAT / Service / GST Tax payable as applicable and Octroi / Entry-Tax payable to Local Government / Municipal Authorities which will be reimbursed on actual upon production of original receipts.
2. Bids are to be quoted in Indian Rupees only.
3. Price quoted in the Price Schedule as per **Annexure-L** shall be valid for a minimum period of Contract Period from the date of acceptance of contract.

4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
5. However, during the contract period if the market price of product / services has been on the lower side, the benefit will have to be passed on to KTDFC.

Errors and Omissions

Each Recipient should notify the KTDFC of any error, fault, omission, or discrepancy found in this RFP, one day in advance before the pre-bid meeting date.

Timeline and Penalty for delay in project implementation

1. The System should be delivered as per following schedule from date of placement of Order and vendor should give a certificate that all modules have been deployed in the KTDFC's server.
2. Penalty will be applicable for late delivery of the customized software. **1%** of the order value will be deducted as penalty per week for failure to achieve the milestones as indicated below; maximum penalty would be 10% of the order value. KTDFC reserve the right to cancel the order at any time if the product is not delivered as per scheduled delivery date and claim 10% cost of the order value as penalty.
3. KTDFC reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of delay. KTDFC, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.
4. The vendor shall implement the Service(s) as per the schedule specified below

S.NO	S.NO. Phase of the Project	Duration /Schedule
1.	Delivery of solution along with Software	2 weeks from date of Purchase order (PO)
2.	System Configuration, Installation, Customizations, integration with KTDFC's applications and porting on Production environment	2 weeks from date of delivery of solution/ 3 weeks from date of acceptance of PO
3	Use Acceptance Test (UAT)	4 weeks from the date of acceptance of PO
4	Pilot implementation	6 weeks from the date of acceptance of PO
5	Go Live in all the branches including Head Office	10 weeks from the date of acceptance of PO

5. As per requirements, the details of account opened/activated have to be uploaded into CERSAI portal within 10 days. Therefore, the SI has to deploy suitable number of resources at various levels in

each of the identified places by KTDFC and complete the all the required jobs, so as to ensure that KTDFC is able to verify/upload the data to CERSAI portal within 10 days.

6. In case of pendency with regard to this activity, a penalty of Rs.1000/- or penalty imposed by CKYC whichever is higher for each application, will be levied and recovered from the amount payable to the SI/Bidder.

7. However, notwithstanding the schedule given above, KTDFC reserves the right to cancel the order at any given point of time, if bidder fails to meet any of the milestones, except for reasons beyond the control of the bidder.

8. The average existing accounts are around 6,000 and average accounts expected to be opened during the year are around 6000(approx) . The documents pertaining to the accounts (Proof of Identity and Proof of Address) will be uploaded to the proposed solution. **KTDFC** have procured Document Management Solution and in the process of implementation. So the proposed solution should have the capability to export/import the documents from/to Document Management System respectively. So the bidder has to provide the hardware sizing accordingly.

9. **Performance:** Bidder/SI has to ensure proper sizing of hardware based on the volume provided on this RFP and in no case it should be undersized or oversized. Sizing of the hardware has to be done in such a way that the average daily (8 am to 8 pm) CPU and Memory utilization does not exceed 70%. In case it exceeds, an amount of **Rs.5, 000/-** for each such occasion would be levied as penalty.

Penalties

a) Penalty due to Absence of Onsite Engineer

i) During the Implementation period, in the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absence of absolute absence (when no replacement is provided), penalty would be deducted @1% of the Implementation Cost, for each day, up to a maximum of 10%.

ii) If KTDFC avails Onsite Technical support in the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @1% of the ATS Cost, for each day, up to a maximum of 20%.

iii) For Facility Management Services In absence of the required number of manpower as per the Purchase order, Rs.300/- will be deducted for the absence of per engineer per day. Maximum penalty in this case will be 10% of the FMS cost.

b) **Penalty Due to downtime** KTDFC expects an uptime of 99.5% for the complete solution on monthly basis. In case the uptime is not maintained with the uptime as stipulated, KTDFC shall charge the penalties as under:

Uptime	Penalties (on monthly basis)
< 99.5% up to 99%	5,000
< 99% up to 98%	10,000
< 98% up to 97%	15,000
< 97%	20,000

Penalty due to downtime, during five years of contract period will be deducted from any subsequent payment to be made to the Vendor.

Service Level Agreement (SLA) will be monitored on Monthly basis. Penalties are not mutually exclusive of each other i.e. each type of penalty can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. both types of penalties can be levied up to their maximum limit simultaneously.

Contract Agreement & Amendments

The vendor shall execute the contract / Agreement / Service Level Agreement (SLA) in the format devised by the KTDFC. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

Training

The selected bidder will provide training to KTDFC's officials for using and managing the solution, Purpose of these training is to enable the officials to handle the day to day system operation and achieving better productivity and efficiency across the organization. The Bidder will accordingly plan for the training program for **KTDFC** to achieve optimum utilization of the solution. The bidder will primarily arrange for following broad level of training programs and prepare a training plan. Training schedule will be mutually decided and has to be completed before final acceptance of the project. Training program should not restrict the number of participants in a batch. **KTDFC** will decide on the participants and they will attend the same either being present in person or through Video Conferencing from remote locations.

a) Application Management and Administration training (Technical): A comprehensive technical training for Personnel will be provided by bidder primarily (but not limited to) on the following topics.

- System Administration and User Management
- Creation of document category
- Management of servers, storage, database and security
- Management of software/s
- Backup & Recovery Operations
- Troubleshooting

b) End User Level Training - End user level training need to be provided primarily on the model of "Train the Trainers" at **THIRUVANANTHAPURAM** on the solution, but not limited to the following topics.

- Alert/reminder configuration
- Scanning - Scanning/Retrieval and all other related user level
- Functionalities available in the solution.
- Trouble shooting at the user level
- Ad-hoc report generation
- Easy adoption by the user
- User Management
- Interpretation of the error message
- Basic user awareness and system usage

C). Training on Development – Bidder to arrange for comprehensive technical training primarily on development of work flow solutions, report writing, dashboards etc. for one batch

on the following topics:

- Workflow solutions / Business Process Management
- Integration between various programs / applications with solution
- Linkage between various programs and modules of applications
- Software Program coding
- Report writing]

d) Bidder should provide e-Learning module which can be integrated with **KTDFC' S** e-Learning module

The number of participants and training schedule including the place will be decided by KTDFC, from time to time, during the contract period and other facilities for the Training will be provided by the **KTDFC**

Training will include:

1. Training Material in English to be provided.
2. User manuals in English, including the customization, specifically done for KTDFC.
3. Standard Operating Procedure (SOP) for administration and for digitization will be prepared by the bidder and deliver to the KTDFC. Bidder will update the documents as and when required during the contract period.
4. **KTDFC** reserves the right to make copies of these materials and distribute to as many users of the KTDFC as it desires without additional cost implications.

Testing

The Bidder/SI shall assist KTDFC's team in developing a comprehensive acceptance testing plan for the entire system, including

- "Functional tests" to demonstrate that the completed system performs the functions as is designed to perform,
- "Load tests" to demonstrate the ability of the system to perform without degradation when under maximum traffic load carrying conditions as defined in the manufacturer's specifications,
- "Performance tests" demonstrate satisfactory performance during test period.

The vendor shall conduct the tests, rectify any problems and provide a fully operational, turnkey system. Obtain from KTDFC's CKYC Project Manager an official, signed document accepting the system ("Final Systems Acceptance")

Disaster Recovery – DR •

To give a DR plan for the solution proposed. The servers in the DR site will be of same configuration as that of the production and it should be able to support 100% of the load, of the production CKYC system. Also it should be able to work in the High availability mode.

- The solution should be capable of automatically replicating all data from DC to DR.
- The successful bidder shall undertake to supply, install, provide warranty, operationalize and support the DR site as desire
- Licenses to include installation for DR Site without additional cost. Testing of minimum iterations as per KTDFC 's security policy shall be done.
- The RTO will be 30 minutes and RPO will be 15 minutes.

Submission of Bids

Bid should be submitted to the address as given hereunder:

The Chairman and Managing Director

Level 8, (6th floor), TransTowers, Vazhuthacaud, Thiruvananthapuram.-695014

1. The Bidders' shall seal the envelopes of "Technical Bid" and "Price Bid" separately and the two envelopes shall be enclosed and sealed in an outer envelope. The Bidder should additionally submit soft copies of the Technical Bid Documents, Specification in a CD (Two copies of CDs). All documents / files in a CD should be in searchable mode and non-editable.

2. The inner and outer envelopes shall:

a) be addressed to KTDFC at the address given; and

b) bear the Project Name –

"KTDFC-RFP for implementation of CKYCR RFP ref No: KTDFC/HO/IT/CKYCR/2022 dated/06/2022 - TECHICAL BID I one envelope

And

"KTDFC-RFP for implementation of CKYCR RFP ref No KTDFC/HO/IT/CKYCR/2022 dated/06/2022:- PRICE BID" in separate envelopes.

c). All envelopes should indicate on the cover the name and address of the Bidder.

3. If the outer envelope is not sealed and marked, the KTDFC will assume no responsibility for the Bid's misplacement or premature opening.

4. Documents comprising Price Proposal Envelope should be:

a) The Proposal Form as per Annexure B as furnished in the Bidding documents duly signed by the Bidder and completed.

b) A Full Price Schedule of the Solution indicating all the components of the solution and services as per **Annexure-L**.

c) Prices quoted in the price bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

d) Price bids containing any deviations or similar clauses will be summarily rejected.

Technical Bid (TB):

1. The Technical bid (TB) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However TB should confirm that all required rates have been quoted in Indicative Commercial Bid (CB), without showing the actual amounts in the TB. Any software/s supplied free along with the systems must be indicated separately and specifically.

2. The TB must be submitted in structured manner. No brochures, leaflets, etc. should be submitted in loose form.

3. Documents comprising the Technical Proposal Envelope, should contain following:

1) Bid Security Deposit of Rs. 2, 00,000/- (Rs. Two lakhs only)

2) Cost of Tender fee (Non-refundable)

3) All Annexure which are to be submitted in the Technical Bid envelope, as mentioned in the respective annexure/s.

- 4) Acceptance of the terms and conditions
- 5) Compliance of Technical and Functional Specifications
- 6) Information of SI/Bidder as per formats attached
- 7) Manufacturer Authorization Form (MAF)
- 8) Submission of System design, Storage Calculation sheet & Architecture as per **KTDFC's** requirement
- 9) Bidders experience and compliance
- 10) RFP including all Annexure with company stamp & signed by authorized signatory on all pages
- 11) Documentary evidence of authorization for a person signing the Bid documents
- 12) Power of Attorney (as per format attached), Original Reference Letters, Annual report, Balance sheet , Profit & Loss statement and other supporting documents as stated in Pre-eligibility criteria (Annexure-F)
- 13) Letter of Undertaking
- 14) Compliance of Technical Specification
- 15) **Annexure-K:** Manufacturer's / Producers' authorization from wherever applicable.
- 16) **Annexure-Z:** Integrity Pact
- 17) Masked Price Bid listing all the components duly signed without indicating the Price.
- 18) Technical offer indicating compliance to the Bank's requirement as per the technical specification.
- 19) A full description of the Technical Solution and its compliance which should provide an acceptable solution as described in Technical & Functional Specifications in the form of literature, drawing and data.
- 20) Two copies of CDs containing Soft copy of all signed Technical Bid documents as above. All documents / files in a CD should be in searchable mode and non-editable.

4. While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers like Bid Security, Forms as mentioned above etc., should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

5. Any Technical Proposal not containing the above will be rejected. The Technical Proposal should not contain any price or commercial information at all, such proposal will be rejected.

6. As mentioned in this RFP, please note to submit the non-refundable bid amount of Rs. 2,00,000/- (Rs. Two Lakh only) by means of a demand draft/pay order favoring "KTDFC- RFP for implementation of back and restore solution – **RFP no. KTDFC/HO/IT/CKYCR/2022 dated. 27 / 06/2022**" payable in Thiruvananthapuram, in a separate envelope along with Technical Proposal Envelope while submitting the Bid. Bids are liable to be rejected if the same is not received while submission of Bid.

7. The bidder shall bear all the costs associated with the preparation and submission of the bid. KTDFC will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.

Deadline for Submission of Bids:

1. Bids should be received by the KTDFC at the address specified, no later than the date & time specified in the Invitation to Bid.
2. KTDFC shall not be responsible for any Postal / Courier delay in receiving the BID documents at specified address after the deadline for submission of Bids prescribed and such late Bid will be rejected and returned unopened to the Bidder.
3. KTDFC may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of **KTDFC** and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
4. **Late Bid:** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Erasures or Alterations:

Technical details and commercial quotes must be completely filled up. Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated - initialed by the person signing the Bids. The Bank reserves the right to reject bids not confirming to above.

Modification and Withdrawal of Bids

1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by mail, but followed by a signed confirmation copy, post marked, not later than the deadline for submission of Bids.
3. No Bid may be modified after the deadline for submission of Bids.
4. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.
5. 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 Bid security.

Contacting KTDFC

- a) No Bidder shall contact KTDFC on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- b) Any effort by a Bidder to influence **KTDFC** in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

Performance Security

1. Performance Security in the required format to be submitted by the successful bidder.
2. Failure of the successful Bidder to comply with the requirement of '**Signing of Contract**' as stated

above , shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

3. Within the period of 21 days from Date of receipt of notification of Contract award, the bidder/SI shall furnish to KTDFC, the Performance Security for an amount of 15% of Total Contract Cost valid for minimum period of Contract period plus three months.

4. The proceeds of the Performance Security shall be payable to **KTDFC** as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.

5. The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India acceptable to **KTDFC** in the **Annexure-O** provided in the Bid.

6. The Performance Security will be discharged by KTDFC and returned to the bidder/SI not later than the period of **90 days**, following the date of completion of the SI's performance obligations under the Contract.

7. In the event of any contract amendment, the bidder/SI shall, within the period of **21** days after receipt of such amendment, furnish the amendment to the Performance security, rendering the same valid for the duration of the Contract plus three months. In the event of any correction of defects or replacement of defective software/products/equipment/system during the contract/warranty period, the warranty for the corrected / replaced software / products / equipment / system shall co-terminate with contract period.

Acceptance Procedure

The acceptance criteria for the proposed solution is –

The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan (ATP) against the systems requirements. The system will be considered accepted only after ATP is completed as per the agreed plan and is duly signed/certified by **KTDFC** and the bidder.

Some of features required to be completed are enumerated below:

- Solution should have all the features as per the Technical specification. The equipment is fully installed, commissioned and operational
- The main features specified in the RFP / Scope of Work / Technical Specifications / mutually agreed for implementation should be demonstrated.
- The final acceptance of the system will be based on successful processing under live demonstration.

On successful completion of installation, commissioning, acceptability test, receipt of deliverables etc., and after the solution runs successfully after going live and **KTDFC** is satisfied with the working of the system, the acceptance certificate (as mutually decided and approved by **KTDFC**) signed by the bidder/SI and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems as per **Annexure-Q**. A Bidder will, by responding to the **KTDFC'S** RFP document, be deemed to have accepted the terms as stated in this RFP document.

A Bidder will, by responding to KTDFC's RFP document, be deemed to have accepted the terms as stated in this RFP document.

Software Licensing

Bidder would be required to provide cost of Enterprise wide (unlimited/unrestricted) licenses for implementing end to end solution as per the requirement of the KTDFC with right to use the software for any number of branches of **KTDFC**. There shall not be any other restrictions like number of

installations, site, processors etc. There should not be any licensing restriction for implementing it to all the branches or linked to any of the business processes. Also the licensing must include all licenses required for high availability, disaster recovery, distributed deployment model as desired by Bank. Licenses should be perpetual

All the software modules of the proposed solution must have a general release date prior to the date of the Bidder's proposal. None of the proposed software shall be in alpha or beta version or unreleased as of the date of release of the bid proposal.

KTDFC in future, as and when it proposes to implement account opening workflow through any online mode like TAB, mobile, account opening through KIOSK, through website etc, software should have the capability to support the same in future. In case of any license issue, vendor has to provide alternate license without any extra cost to **KTDFC**. No open source software should be provided without support.

Delivery and Documents

Delivery of the Products shall be made by the bidder/SI in accordance with the system approved / ordered. The details of the documents to be furnished by the bidder/SI are specified hereunder:-

- (i) 2 copies of SI's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
- (ii) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill.
- (iii) 2 copies of packing list identifying contents of each package.
- (iv) Insurance Certificate.
- (v) Manufacturer's / SI's warranty certificate.
- (vi) Certificate of Origin. The above documents shall be received **KTDFC** before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the bidder/SI will be responsible for any consequent expenses.

Insurance

1. The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis including Theft, War Risks and Strikes, valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by **KTDFC**.
2. Should any loss or damage occur, the bidder/SI shall:-
 - a. initiate and pursue claim till settlement and
 - b. promptly makes arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.
 - c. The Software to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is installed at the **KTDFC's** site. Certificates of the "**Comprehensive Insurance Cover**" will be submitted to **KTDFC** for verification/examination and record. The vendor shall take the insurance cover from a Government of India recognized insurance company only.

Incidental Services

The incidental services to be provided are as under:-

- a. Furnishing Manuals for each appropriate unit of the Supplied Products as indicated.
- b. Maintenance and software updates of the supplied Products, Technical support thereof for a period of Contract, after expiry of the contract/warranty provided that this service shall not relieve the bidder/SI of any contract/warranty obligations under this contract.

Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of KTDFC (**THIRUVANANTHAPURAM**) falls.

Addresses for Notices

The following shall be the address of KTDFC and SI.

The Chairman and Managing Director

Level 8, (6th floor), TransTowers, Vazhuthacaud, Thiruvananthapuram.-695014

SI's address for notice purposes (To be filled in by the SI)

A notice shall be effective when delivered or on effective date of the notice whichever is later.

Taxes and Duties:

The bidder/SI will be entirely responsible for all applicable taxes inclusive of GST, duties, levies, cess, charges, license fees, road permits etc., in connection with delivery of products at site including incidental services and commissioning.

Income / Corporate Taxes in India:

The bidder/SI shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the bidder/SI shall include all such taxes in the contract price.

Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, **KTDFC** shall effect such deductions from the payment due to the SI. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by **KTDFC** as per the laws and regulations in force. Nothing in the Contract shall relieve the bidder/SI from his responsibility to pay any tax that may be levied in India on income and profits made by the bidder/SI in respect of this contract.

The SI's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the bidder/SI shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Prices and Taxes:

a. Prices payable to the bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

b. The total price quoted should be inclusive of applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance etc. But exclusive of Sales Tax / VAT / Service / GST Tax payable as applicable and Octroi / Entry-Tax payable to Local Government / Municipal Authorities which will be reimbursed on actual basis upon production of original receipts. Please note that Prices will be re-adjusted to the extent of Tax components that included in the price quoted if the same is replaced by GST. The TCO should include all the components mentioned in the Commercial Offer. c. The cost must be indicated as Fixed Price in Indian Rupees only, including the following:

- (vi) Cost of the software, hardware, supports (AMC/ATS).
- (vii) Installation, if any,
- (viii) Minimum of 3 year comprehensive warranty. This period will start from date of acceptance of each installation By **KTDFC** in writing

Price Freezing:

The prices finalized shall remain valid for the contract period. However, ATS prices of Software will remain valid for **4 years** for all software post warranty (period of 1 year).

No Price Variations:

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Tender / RFP Cancellation:

KTDFC reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever

Opening of Bid by KTDFC:

1. The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as **KTDFC**, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening. No bid shall be rejected a bid opening, except for late bids, which shall be returned unopened to the Bidder.
2. Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
3. Technical Bid will be opened on the date as mentioned in this RFP. The representative of the Bidder can be present for the opening of the Technical Bid. No separate intimation will be given in this regard

to the Bidders, for deputing their representative. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

Evaluation Criterion:

1. Preliminary Examination

- a) **KTDFC** will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) **KTDFC** may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c) **KTDFC will** first examine whether the Bid and the Bidder is eligible in terms of **Annexure-F**.
- d) Prior to technical evaluation, **KTDFC** will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure etc. will be deemed to be a material deviation.
- e) The **KTDFC's** determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f) If a Bid is not responsive, it will be rejected by **KTDFC** and may not subsequently be made responsive by the Bidder by correction of the non conformity.

KTDFC reserves the right to reject an offer under any of the following circumstances:

- a) Bid security is not submitted.
- b) Tender Document fees are not paid.
- c) Offer is incomplete and/or not accompanied by all stipulated documents.
- d) Offer is not in conformity with the terms and conditions stipulated in this document.
- e) Specifications stipulated in Annexure are not met. However, deviations resulting in higher/superior configuration will be accepted.
- f) Bill of Material is not submitted along with Technical Offer.
- g) Bill of Material differs from actual Commercial Offer, sans prices.
- h) Integrity Pact is not submitted if required, normalization of TCO would be undertaken on the basis of technical evaluation, before opening the Commercial Offers.

Technical Evaluation:

Only those Bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by **KTDFC** for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

- a) **KTDFC** may use the services of external consultants for technical evaluation.

- b) **KTDFC** reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc.
- c) **KTDFC** will evaluate the technical and functional specification of all the equipments /software quoted by the Bidder.
- d) **KTDFC** reserves the right to waive any of the Technical and Functional Specification during technical evaluation if in the KTDFC's Opinion it is found to be minor/deviation or acceptable deviation.
- e) Bill of Materials (with Masked Price Schedule - no rate should be mentioned) submitted along with Technical Bid will be first evaluated and if KTDFC, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted originally quoted in the pricing schedule. If the bidder does not agree to revise the same within **5 days** from the date of notification to revise the price bid submitted will be considered nonresponsive and accordingly rejected.
- f) During evaluation of the Bids, **KTDFC**, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.
- g) After the technical evaluation of the bids submitted by the vendors, short listed after the preliminary scrutiny, will be called to give presentation and/or POC of their capabilities at their cost, which will be taken into account for the final short-listing of the vendors.
- h) **KTDFC** at its discretion may modify the requirements, partly or wholly at any time, without assigning any reason. No further discussion / communication will be entertained from bidders whose offers have been disqualified by KTDFC for whatsoever reason.
- i) **KTDFC** will finalize appropriate and suitable technologies on the basis of proposed architectures. KTDFC has the right to modify the architecture proposed by the Bidders and finalize the technical requirements for the Document Management System solution.
- j) Bidder to score at least **75% marks** in Technical Evaluation, as per Evaluation Sheet **Annexure-X**.
- k) Bidder to score at least **75% marks** as per Evaluation Sheet **Annexure-Y**. As part of Technical Evaluation, Bidder may be required to carry out POC for an end to end for verifying the capability of the Bidder like integration with Finacle etc

Commercial Bids

- a) The Technical Bids will be evaluated as per eligibility criteria. Thereafter **KTDFC** reserves the right of selection of Vendor either by Opening of Commercial Bids of vendors (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Vendor through Auction.
- b) Bidders are requested to submit most competitive Commercial Bid (as **KTDFC** may select the vendor either by Opening of Commercial Bids of vendors or proceed with the selection of Vendor through Auction as mentioned in Para(a) above) as per **Annexure M**.
- c) Bids quoted in any currency other than INR will be disqualified.
- d) Indicative Commercial bids of only technically qualified short listed bidders will be opened.
- e) **KTDFC's** evaluation of the commercial bids will take into account the status of compliance of terms and conditions.

f) **KTDFC** will open the commercial offer of all the technically qualified Bidders before the auction process to arrive at the opening price (indicative price bid) for the Auction. However, there would be no compulsion on the part of the **KTDFC** to accept these prices as Bench Mark for determining the Start Bid price and the **KTDFC** may at its discretion use any other process / methodology to determine the **Start Bid Price** without having to disclose the basis to the Bidders. **KTDFC** also reserves the right to go for auction or consider the indicative price for arriving at L1

g) All technically qualified Bidders would participate in the auction through the e- tendering process. The bidder has to participate in the **e-tendering** process adopted by **KTDFC** and comply with the procedure mentioned in the e-tendering process prescribed by the Vendor appointed by **KTDFC** for e-tendering.

h) It is mandatory for all technically qualified Bidders to log in to Auction Portal. i) Successful vendor has to provide a revised Commercial Bill of material as per the price quoted in Auction

Awarding of Contract

On completion of evaluation process of Indicative commercial bids, contract will be awarded to the lowest bidder post negotiation, if required.

Software Audit, Rectification and Re-Audit.

KTDFC shall get the software audited (before/after going to live run) in house or by outside agency as per the **KTDFC's** requirement. The vendor shall extend all sorts of support required for carrying out the audit of the software. The vendor must rectify the discrepancies / observations in the system, as per the audit report in consultation with the **KTDFC**. There shall not be any additional charges payable by **KTDFC** for such rectifications. The software shall be re audited after rectification to verify that the recommended modifications have been made by the Vendor.

Capability of the Software

The solution should be capable/ scalable to take care of future requirement and to align with other business processes linked with loan processing, Trade Finance etc. The solution offered should be capable of being integrated with any software of **KTDFC**. The bidder should be in a position to provide a utility / API / Interface acceptable to **KTDFC** to enable **KTDFC** to upload / download the data to/from any software as and when **KTDFC** desires (undertaking to this effect must be submitted). The software should also be capable of accepting data from other applications for uploading the same as metadata in Workflow so that manual data entry job is minimized. The transaction related data of Workflow should be integrated with Finacle and other systems of **KTDFC**

KTDFC expects the vendor to offer best in class solution with highest security safeguards. It should be capable of integrating with the present and future applications of **KTDFC**

No Commitment to Accept Lowest or Any Tender:

KTDFC shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

Delivery and Documents:

Successful bidder to submit the following deliverables:

- Complete Roll Out plan
- System Requirements Study (SRS) Document.
- Complete architecture of the solution.

- Details of customizations done& Project Schedule on completion of SRS.
- Sizing of the hardware.
- User Acceptance test plan and test cases
- User and System Manuals.
- Training.
- Delivery of the complete CKYC solution
- Audit certificate of the Source code.
- An Enterprise wide license of the solution – to cover branches of KTDFC. Bidder has to quote in the Commercial Bid for such deliverables. It will be taken into consideration while computing the total Bid cost.
- SQL Version (Latest)
- Server OS Version (latest)

All copies should be delivered in hard & soft media. Source code for customized application and documentation of the CKYCR solution shall be the property of KTDFC from the start of the contract period. KTDFC would guarantee that it would not use the source code for commercial purposes and would be willing to sign suitable legal documents in case the vendor/bidder so desires. Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, business process re-engineering and pilot implementation should be included by the bidder as implementation efforts. KTDFC will not pay the bidder any additional charges for all such customizations. Bidder shall take up all such amendments as required by KTDFC on a priority basis and shall inform KTDFC the timelines for completions. All plans, drawings, specifications, designs, reports and other documents submitted by the successful bidder shall become and remain the property of KTDFC

System Configuration Management

Bidder shall ensure facility exist for the control of documentation and application program versions, executable between environments.

Payment Terms:

The terms of payment will be as follows:

1. No advance payment will be made against purchase order.
2. No Octroi / Entry Tax will be paid after payment of final installation

S.No	Milestone	Payment
1.	On Successful installation and customization of the solution.	15%
2.	On UAT signoff and training.	35%
3.	After 2 months of Successful Go live.	35%
4.	After a period of 1 year from Go live or against furnishing a performance Bank Guarantee of a scheduled commercial Bank for the equal amount.	15%
5.	Total	100%

Order Cancellation:

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

1. Delay in delivery beyond the specified period mentioned above for delivery.
2. Delay in installation, customization and implementation beyond the specified period mentioned above.
3. Serious discrepancy noticed during the reference checks.
4. Repetitive software/hardware failures/poor service after the delivery and/or live-run but before the warranty period expiration.
5. Delay in extraction and conversion of legacy data, and uploading of converted data to proposed Database beyond the stipulated period mentioned above.
6. Major breach of trust is noticed at any stage of the project.
7. Any other appropriate reason in view of **KTDFC**.
8. If the Bidder fails to perform any other obligation(s) under the Contract.
9. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

In addition to the cancellation of purchase order, **KTDFC** reserves the right to foreclose the Bank Guarantee given by the vendor against the payment made to appropriate the damages.

Termination:

1. **KTDFC**, reserves the right to terminate the Contract/ Agreement and recover expenditure incurred by the bank by giving the Contractor a prior and written notice of 90 days indicating its intention to terminate the Contract / Agreement under the following amongst other circumstances:

a) Where it comes to **KTDFC's** /the Purchaser's attention that the Contractor/ (or the Contractor's team) is in a position of actual conflict of interest with the interests of **KTDFC** / the Purchaser, in relation to any of terms of the Contractor's Bid or the Contract / Agreement.

b) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor.

(i) In the event of the happening of any events of the above nature, **KTDFC**/ the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Contractor, and to ensure business continuity.

(ii) The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.

- (iii) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- (iv) If the delivery is delayed by more than two weeks from the due date of delivery / if deductions on account of liquidated Damages exceeds more than 10% of the total contract value.
- (v) If the selected bidder fails to complete the due performance of the contract in accordance with the agreed terms and condition.
- (vi) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- (vii) Bidder failing to execute the contract document.

2. Termination for Insolvency:

KTDFC, the Purchaser may at any time terminate the Contract / Agreement by giving written notice of 07 days to the Contractor indicating its intention to terminate the Contract/Agreement, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **KTDFC**, the Purchaser.

3. Termination for Default:

KTDFC, the Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of 90 days to the Contractor/ Contractor indicating its intention to terminate the Contract/Agreement and also specify the nature and type of default, may terminate the Contract/Agreement in whole or in part.

4. Termination for other than Default:

KTDFC, without prejudice to any other right or remedy, by a written notice of 30 days after first 1 year of Contract indicating its intention to terminate the Contract/Agreement and may terminate the Contract/Agreement in whole or in part. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason; the **KTDFC** shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.

5. Termination for Convenience:

In addition to the right of the **KTDFC** to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with **KTDFC**, **KTDFC** shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor

6. Consequences of Termination

- a) In the event of termination of the Contract/Agreement due to any cause whatsoever,[whether consequent to the stipulated term of the Contract/Agreement or otherwise], **KTDFC**, the Purchaser 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 Contractor 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 Contractor/ to take over the obligations of the erstwhile Contractor in relation to the execution/continued execution of the scope of the Contract/ Agreement. Bidder is expected to handover all the required APIs using which metadata and documents/images can be extracted for purpose of migrating to a new setup.
- b) In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by **KTDFC**, the

Contractor herein shall be obliged to provide all such assistance to the next successor Contractor or any other person as may be required and as KTDFC may specify including training, where the successor(s) is a representative / personnel of KTDFC 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.

c) Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the Contractor or due to the fact that the survival of the Contractor as an independent corporate entity is threatened/has ceased, KTDFC shall pay the Contractor for that part of the Service(s) which have been authorized by KTDFC and satisfactorily performed by the Contractor up to the date of termination, without prejudice to any other rights, KTDFC may retain such amounts from the payment due and payable by KTDFC to the Contractor as may be required to offset any losses caused to KTDFC as a result of any act/omissions of the Contractor. In case of any loss or damage due to default on the part of the Contractor in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement, the Contractor shall compensate KTDFC for any such loss, damages or other costs incurred by KTDFC. Additionally, the sub-Contractor / other members of its team shall continue to perform all its obligations and responsibilities under the Contract/Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by KTDFC and as may be proper and necessary to execute the service(s) under the Contract/Agreement in terms of the Contractor's Bid and the Contract/Agreement.

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

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

f) In the event of termination of this Agreement for any reason whatsoever, **KTDFC** shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.

g) Termination survives the Contract/Agreement.

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

j) **Publicity:** The Contractor shall not make or permit to be made a public announcement or media release about any aspect of the Contract/Agreement unless KTDFC first gives the Contractor its prior written consent. In case of non-compliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of three years

Liquidated Damages:

If the Vendor fails to deliver any or all of the Products or any customization or perform the Services

within the time period(s) specified in the Contract or subsequently in change request, the KTDFC shall, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages.

For calculation of LD, during Implementation:

- a) The contract price for calculation of LD is TCO excluding AMC/ATS charges and on-site support charges.
- b) The overall LD during implementation will be to a maximum of 10% of the contract value.
- c) A sum equivalent to 1 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Products location wise or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, KTDFC may consider termination of the Contract or Purchase Order.
- d) Part of week will be considered as full week.
- e) KTDFC is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract from any money belonging to the successful bidder in its hands (which includes KTDFC's right to claim such amount against successful bidder's Performance Bank Guarantee) or which may become due to the successful bidder.
- f) Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- g) A penalty of **Rs.5000/-** per day will be levied for every downtime exceeding 4 hours due to software error

Inspection and Quality Control Tests

- 1. KTDFC reserves the right to carry out pre-shipment inspection by a team of KTDFC officials, of any of the existing live installations of the bidder referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in bidder's office.
- 2. KTDFC's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by KTDFC or its representative prior to the products shipment from the place of origin
- 3. Nothing stated hereinabove shall in any way release the bidder from any warranty or other obligations under this contract.
- 4. Bidder shall keep complete and accurate records of its activities in connection with the said contract. Vendor shall provide such details/information as may be called for by KTDFC and/or the Reserve Bank of India (RBI) and also allow KTDFC and RBI, their auditors, officers for inspecting, examining and auditing Vendor's records, whenever required by KTDFC/RBI. Vendor will co-operate with the RBI/KTDFC's internal or external auditor to assure a prompt and accurate audit. If KTDFC permits the Vendor to outsource any of the activities under this contract (which shall always be in writing), the Vendor shall ensure that necessary agreement is entered into with the Agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency interlaid agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or KTDFC and any Agencies engaged by the

KTDFC and / or by the RBI. Vendor shall also correct any practices which are found to be deficient if pointed out by the RBI/KTDFC. The Vendor is aware that failure to provide the information called for within the stipulated time to KTDFC/RBI may result in RBI imposing fine on KTDFC /Vendor and the Vendor agrees that all such fine shall be paid by the Vendor irrespective of whether such fine is levied on the KTDFC or the Vendor. Payment of fine by Vendor, shall not affect the right of the KTDFC/RBI to take other actions against the Vendor.

5. KTDFC or its representative shall have the right to inspect and/or to test the software to check their conformity to the contract specifications at no extra cost to KTDFC.
6. The inspections and test may be conducted on the premises of the Bidder/vendor or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Bidder/vendor or its subcontractor(s), all reasonable facilities and assistance as required by the KTDFC officials/representative, including access to drawings, system start/boot and production data, shall be furnished to the inspecting officials at no charge to the KTDFC.
7. If any inspected or tested software fail to conform to the specifications, the KTDFC may reject the software, and the vendor shall either replace the rejected software or make alterations necessary to meet specification/requirements free of cost to KTDFC.

Manuals / Documentation

Before the products / system are / are taken over by KTDFC, the bidder shall supply technical / systems Manuals for all the Systems supplied and for all required interfaces. Operation and maintenance Manuals for all the systems and applications covering the operations needed to start, run, other operations, transfer to fall back system / site including business continuity plan to be provided by the vendor. User manuals for Registered Office / branches for all the models shall be provided by the vendor. The manuals shall be in English.

Unless and otherwise agreed the products and equipment shall not be considered to be completed for the purpose of taking over until such manuals have been supplied to **KTDFC**.

The bidder shall provide one set of Design Manual, System Manual, User manual and Security Manual for all the supplied products. The bidder shall also provide one soft copy of each of the manuals. Soft and hard Copy Manuals shall commensurate with number of installations of Products in KTDFC

Documentation should be comprehensive & include:

- Product Literature.
- Operating manuals.
- General Specifications.
- Operator Reference manuals for each operator task.
- Messages manuals.
- Documentation on troubleshooting.

Thus, the vendor is expected to provide Media & Documentation for all the software provided. Working copy of the software may be submitted along with an undertaking on company's letter head stating that it contains valid and legal software as required by KTDFC.

Warranty:

1. The offer must include on-site warranty of 1 year from the date of sign off by KTDFC official which will be given after commissioning of the software to the satisfaction of KTDFC
2. Warranty should not become void if KTDFC buys any other supplemental software from a third party and installs them with this software in the application supplied under this RFP, if any. However, the warranty will not apply to such supplemental software items installed.

Software

The software products shall be under a warranty of minimum 1 year during which additions/modifications/bug fixing/security objections shall be done without any extra charge. Further all upgrades, patches would be provided free of cost during the warranty period. The warranty period would start from the date of successful implementation of proposed solution by the successful bidder and its acceptance by KTDFC. Where the KTDFC is having License agreement with any OEM for supply of RDBMS/OS license the following shall be applicable.

1. Bidder has to quote the price in Commercial Bid which shall be taken into consideration for arriving at L1 vendor.
2. **KTDFC** reserves the right to procure the license directly from the OEM. For Middleware/DB component, OEM/SI should provide same level of support as for the software/application including patch/bug fix/Telephonic chats etc

Delivery Period:

The required software is to be delivered within **2 weeks** from the date of the acceptance of purchase order. The Installation and Commissioning of the application, if any shall be completed within **2 weeks** from the date of delivery. For any delay in delivery, installation and commissioning beyond 2+2 weeks from the date of Purchase Order issued by KTDFC, **KTDFC** reserves the right to charge Liquidated Damages at the rate defined above.

System Maintenance Standard:

1. The bidder / Bidder has to ensure on-site/off-site support (without any extra cost) for resolving all software related issues, including re-installation of Software and other applications supplied or configured for the proposed solution under this RFP, due to any reason what-so-ever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
2. Bidder should resolve the problem reported by any means within 4 hours of report.
3. The Bidder should ensure that the application reported down or nonfunctional on any day is set right on the same day and in no case later than 4 hours from the date of reporting.

Sl No	Description	Response Time (During Office hours)	Penalty Amount
1	Call response time	2 hrs	No Penalty
2	Call resolution n time	Application down for total 4 hours after logging complaint through any mode	
		Above 4 hours, if solution is not provided.	Rs.5000 per day (max.10% of the Contract Value without Taxes).

Annual Technical Support:

The ATS rate for the Software shall be valid for the period of 4 years after Warranty Period of One Year. ATS will be paid quarterly in arrears.

Authorization of OEM (MAF):

In case the successful bidder is not ready to provide support during the warranty/ATS period, support will be provided by OEM directly or through their authorized partners for the remaining period of warranty/ without any additional cost to KTDFC. The same should be undertaken by the OEM in Manufacturer Authorization Form (MAF) as given in Annexure-K.

Bidder's Integrity:

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

Bidder's obligations:

1. The bidder is obliged to work closely with the KTDFC's staff, act within its own authority and abide by directives issued by KTDFC and implementation activities.
2. The bidder will abide by the job safety measures prevalent in India and will free KTDFC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold KTDFC responsible or obligated.
3. The bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
4. The bidder will treat as confidential all data and information about KTDFC, 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 KTDFC. In case of any breach of trust, KTDFC may initiate any action as deemed fit entirely at the cost and responsibility of the Bidder.
5. Bidder has to undertake and agree to save defend and keep harmless and indemnified KTDFC against all loss, cost, damages, claims, penalties expenses, legal liability because of non-compliance of KYE and or misconduct of the employee deployed by the bidder / Bidder to KTDFC. Bidder to undertake the same as per Annexure-U.

Delays in the Bidders Performance:

1. Delivery, Installation and commissioning of the products will be made well in time to adhere to project timelines mentioned in this RFP.
2. If at any time during performance of the Contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the bidder shall promptly notify **KTDFC** in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, KTDFC shall evaluate the situation and may, at its discretion, extend the SIs' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
3. Except as provided in the above clause, a delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

Patents Rights:

1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the bidder shall act expeditiously to extinguish such claim at their own expense.
2. The bidder shall indemnify KTDFC against all third party claims.
3. If the bidder fails to comply and KTDFC is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees.
4. KTDFC will give notice to the bidder of such claim, if it is made, without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
5. The Bidder shall grant to KTDFC a fully paid-up, irrevocable, nonexclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Bidder, including all inventions, designs and marks embodied therein in perpetuity

Force Majeure:

1. Notwithstanding the provisions of TCC, the bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of KTDFC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the bidder shall promptly notify KTDFC in writing of such condition and the cause thereof. Unless otherwise directed by KTDFC in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Other Terms and Conditions:

1. Clarifications needed on any of the points mentioned in the RFP, if any, may be sought from KTDFC as per the timelines specified in Bid details and after which no request will be entertained / replied.
2. The official who is signing on behalf of the company should be authorized signatory as per their Board Resolution. Power of Attorney / Copy of the Board Resolution should be attached with Technical Offer.

Resolution of Disputes:

1. KTDFC and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, KTDFC and the bidder have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
3. The dispute resolution mechanism to be applied shall be as follows:
 - a) In case of Dispute or difference arising between KTDFC and the bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

- b) Arbitration proceedings shall be held at **THIRUVANANTHAPURAM**, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- c) The decision of the majority of arbitrators shall be final and binding upon 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
- d) The Sole Arbitrator should be appointed by agreement between the parties for settling disputes or differences
- e) During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the KTDFC or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be **THIRUVANANTHAPURAM**.

Assignment:

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the KTDFC's prior written consent.

Use of Contract Documents and Information

1The SI shall not, without the KTDFC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of KTDFC in connection therewith, to any person other than a person employed by the SI in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2. The SI shall not, without KTDFC's prior written consent, make use of any document or information for purposes of performing the Contract.

3. Any document, other than the Contract itself, shall remain the property of the KTDFC and shall be returned (in all copies) to the KTDFC on completion of the SI's performance under the Contract, if so required by the KTDFC.

4. The bidder shall sign a non-disclosure agreement as per Annexure-E. Successful Bidders to submit a non-disclosure agreement as per Annexure-E on non-judicial stamp paper of appropriate value before signing the contract.

5. By virtue of awarding the Contract to the selected Vendor and in the course of its performance, the Vendor may have access to the Confidential Information of the KTDFC and its Customers. The Vendor is aware that Confidential Information is valuable Information of the KTDFC and any disclosure of which would cause irreparable loss and damage to KTDFC for which monetary compensation may not be adequate and accordingly the Vendor agrees and undertakes to hold the Confidential Information as confidential and shall not disclose the same including to any third party and the Vendor also agrees that its employees, agents, sub-contractors shall also maintain Confidentiality of the Confidential Information. The Vendor agrees that it shall neither use, nor reproduce for use in any way, any Confidential Information of KTDFC. The Vendor agrees to protect the Confidential Information of KTDFC with at least the same standard of care and procedures used by them to protect its own Confidential Information of similar importance. Without limitation of the foregoing, the Vendor shall advise KTDFC immediately in the event that the Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the

terms of this Agreement, the Vendor shall immediately seek injunctive relief against any such person, at the Vendors cost and expenses. If the Vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Agreement to another person, it shall cause its assignee or delegate to be bound by the confidentiality of the Confidential Information in the same manner as the Vendor is bound to maintain the confidentiality.

6. For the purpose of this clause **“Confidential Information”** shall mean all non public information, of the KTDFC and its customers which is accessible by or is available to the Vendor directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to the KTDFC's staff or its clients/customers (whether past, present, or future), financial data, financial results and projections, costs and prices, details of KTDFC employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, Software positioning, choices of Software names, trade secrets or know how, customer information and Intellectual Property Rights (defined later) as well as any such information not generally known to third parties or received from others.

RFP Ownership:

The RFP and all supporting documentation are the sole property of KTDFC and should NOT be redistributed without prior written consent of KTDFC. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to KTDFC when submitting the proposal, or upon request; however, bidders can retain one copy for reference

Compliance with law:

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify KTDFC about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect KTDFC and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Further the Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate KTDFC and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and KTDFC will give notice of any such claim or demand of liability within reasonable time to the Vendor. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or

liabilities suffered by KTDFC arising out of claims made by its customers and/or regulatory authorities.

Violation of Terms:

KTDFC shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Contract/RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies **KTDFC** may have at law or in equity, including without limitation a right for recovery of the amounts due under this contract and related costs and a right for damages.

Variation:

KTDFC may at any time during the contract require the Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, KTDFC will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.

Installation/Commissioning of Hardware/Software:

The bidder/SI is responsible for all unpacking and installation of Products. The bidder/SI will test all hardware/system operations and accomplish all adjustments necessary for successful and continuous operation of the hardware/software at all installation sites.

Technical Documentation:

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware and software is to be delivered. The language of the documentation should be English.

Suspension of Payment to the Contractor:

KTDFC may, by a written notice of suspension, suspend all payments to the Contractor under the Contract/Agreement, if the Contractor failed to perform any of its Obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension:

- a) Shall specify the nature of the failure; and shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension.

Police Verification of resources deputed at our site including DC & DR:

Vendor should submit Police verification Certificate for their resources deployed at our site (DC/DR) to support services under the contract.

Indemnity:

The Vendor shall indemnify KTDFC, and shall keep indemnified and hold KTDFC harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) incurred/may be incurred by KTDFC and also those relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against KTDFC including by a third party as a result of:

- a) An act or omission of the Vendor, its employees, agents and subcontractors in the performance of the obligations under the contract and/ or
- b) Claims against KTDFC and/or any legal proceedings made by employees or other persons who are

deployed by the Vendor and/or by any statutory/regulatory/ govt. authority and/or

c) Breach of any terms of the Contract and/or the Service level Agreement to be executed by the Vendor and/or breach of any representation or warranty and/or.

d) Violation of the Confidentiality obligations by the Vendor and/or its officials/employees or any other person employed by them in connection with the Contract and/or

e) Breach of any of the terms of the Contract and/or Service level Agreement by the subcontractors, if subcontracting of any part is permitted by KTDFC and/or

f) The Software/Deliverables supplied not being properly licensed one and/or

g) Any breach of IPR violations by the Vendor including those of the Software/Deliverables/Materials supplied to KTDFC and/or services rendered by the Vendor. It is clarified that there shall not be any cap on the liability of the Vendor under the Indemnity and the aforementioned obligations shall survive termination of contract.

The Contractor shall execute and furnish to the Purchaser/ KTDFC , a deed of indemnity in favor of the Purchaser/KTDFC in a form and manner, as given in Annexure-V, indemnifying KTDFC its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and/or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alias during and after the Contract period including but not limited to third party claims due to infringement of patent, trademark, Intellectual Property Rights, copyrights or industrial drawings and designs arising from use of the services or any part thereof and/or otherwise and / or due to breach of confidentiality obligations.

Publicity:

Any publicity by the Service Provider in which the name of KTDFC is to be used, will be done only with the explicit written permission of KTDFC.

Limitation of Liability:

1. The bidders aggregate liability in connection with obligations undertaken as a part of the Exchange Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The bidders liability in case of claims against KTDFC resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be max up to PO value.
2. KTDFC 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 Vendor as part of this Agreement.
3. 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 KTDFC would be considered as a direct claim.
4. Bidder's aggregate liability under the contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for
 - a) IP infringement indemnity
 - b) Bodily injury (including death) and damage to real property and tangible personal property

caused by bidder's gross negligence. For the purpose of this section, Contract value at any given point of time, means the aggregate value of the purchase orders placed by KTDFC on the bidder that gave rise to claim, under this tender. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

Language and Currency of BIDs:

The bid shall be in English Language and all prices shall be expressed in Indian Rupee

Bid Form (Technical) (on company's letter head)
(To be included in Technical Bid envelope)
BID FORM (TECHNICAL BID)

Date:

To

The Chairman and the Managing Director

Level 8(6th Floor), Trans Towers, Vazhuthacaud

Thiruvananthapuram-695014

Sir,

Reg.: Implementation of

Ref: Your RFP Ref:

=====

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide end-to-end supply, support, maintenance, customization, deliver, install etc services of application, hardware, for implementing CKYCR for **KTDFC** in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to provide end-to-end support, maintenance, customization, deliver, install etc services of application, hardware, for implementing CKYCR for your CORPORATION in accordance with the terms and conditions of this RFP.

If our Bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 15 percent of the Contract Price for the due performance of the Contract, in the form prescribed by KTDFC

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 20__

(Signature) (Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf _____

Bid Form (Price) (on company's letter head)
(To be included in Price Bid envelope)
BID FORM (Price Bid)

TO

The Chairman and the Managing Director

Level 8 (6th Floor), Trans Towers, Vazhuthacaud

Thiruvananthapuram-695014

Sir,

Reg.: Implementation of _____

Ref: Your RFP Ref: _____

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide end-to-end, supply, support, maintenance, customization, deliver, install etc services of application, hardware, for implementing CKYCR for KTDFC in conformity with the said Bidding documents for the sum of
(Total Proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Bid is accepted, to provide end-to-end implementation of CKYCR support for your **CORPORATION** in accordance with the terms and conditions of this RFP. **We agree to abide by the Proposal and the rates quoted therein for the orders awarded by KTDFC.**

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 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 "Prevention 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 20__

(Signature) (Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

**Format of power of Attorney
(On stamp paper of relevant value)**

TO

The Chairman and the Managing Director

Level 8 (6th Floor), Trans Towers, Vazhuthacaud

Thiruvananthapuram-695014

Sir,

Reg.: Implementation of _____

Ref: Your RFP Ref: _____

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. ----- (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 Configuration, Customization, Implementation and Maintenance of CKYCR in response to the RFP (Request for Proposal) of Kerala Transport Development Finance Corporation Ltd (hereinafter referred to as KTDFC), including signing and submission of all documents and providing information/responses to KTDFC in all matters in connection with our Bid / Offer. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2022

Signature with company seal :

Name of Authorized Representative :

Designation :

Email :

Mobile:

Tel. No:

Letter of Undertaking (On the company's letter head)

TO

The Chairman and the Managing Director

Level 8 (6th Floor), Trans Towers, Vazhuthacaud

Thiruvananthapuram-695014

Sir,

Reg.: Implementation of _____

Ref: Your RFP Ref: _____

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20

Signature with company seal:

Name of Authorized Representative:

Designation:

Email:

Mobile:

Tel. No:

TO

The Chairman and the Managing Director

Level 8 (6th Floor), Trans Towers, Vazhuthacaud

Thiruvananthapuram-695014

Sir,

Reg.: Implementation of _____

Ref: Your RFP Ref: _____

Non-Disclosure Agreement (on company's letter head)

(To be included in Technical Bid envelope)

NON-DISCLOSURE AGREEMENT

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offer and to provide end-to-end supply, support, maintenance, customization, deliver, install etc services of application, hardware, for implementing CKYCR for KTDFC, having its registered office at **Level 8 (6th Floor), Trans Towers, VazhuthacaudThiruvananthapuram-695014** hereinafter referred to as the KTDFC and, WHEREAS, the COMPANY understands that the information regarding the KTDFC's CKYCR shared by **KTDFC** in their Request for Proposal is confidential and/or proprietary to KTDFC, and WHEREAS, the COMPANY understands that in the course of submission of the offer for the said CKYCR Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's / properties and/or have access to certain plans, documents, approvals or information of KTDFC;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the KTDFC to grant the COMPANY specific access to the KTDFC's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to KTDFC, unless the COMPANY has first obtained the KTDFC's written authorisation to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by KTDFC or, prepared or produced by the COMPANY for the purpose of submitting the offer to KTDFC for the said CKYCR Services, will not be disclosed to during or subsequent to submission of the offer to KTDFC , to anyone outside KTDFC.

The COMPANY shall not, without the KTDFC's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of KTDFC in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to KTDFC and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorized Signatory

Name:

Designation:

Place:

Date:

Office Seal:

TO

The Chairman and the Managing Director

Level 8 (6th Floor), Trans Towers, Vazhuthacaud

Thiruvananthapuram-695014

Sir,

Reg.: Implementation of _____

Ref: Your RFP Ref: _____

Pre-Eligibility Criteria (on company's letter head)

(To be included in Technical Bid envelope)

The prospective Bidders should fulfill the respective pre-qualifications mentioned below; otherwise their Bids will not be considered valid for the Bid evaluation process and will be summarily rejected. The Bidders should submit all the supporting documents in the Bidder's eligibility proof. In the absence of such documentary evidences Bid will be rejected without any further correspondence

Sl.NO.	Criteria	Complied (Y/N)	Documents to be submitted
1	Bidder should be a registered company/firm incorporated/registered in India under Companies Act 1956 and Company Act, 2014. It should have been in operation for at least five years as on date of bid.		Copy of the Certificate of Incorporation copies of memorandum and article of association. Submit copy of PAN Card, GST Registration.
2.	Bidder should have minimum annual turnover of Rs. 5 crores each during the last three financial years that is 2017-18, 2018-19 and 2019-20 as per audited financial statements. This must be individual company and not of any group of companies		Audited Financial statements to be submitted. Additional Support Letter from CA to be submitted
3	Bidder should have positive net worth in the last three financial years that is, 2017-18 and 2018-19, 2019-20 as per audited financial statements.		Audited Financial statements to be submitted

4	The Bidder should submit a certificate in support of ISO 9001:2008 compliance (Manufacturer's Quality Management Standards		Copy of the Certificates
5	Bidder should be Original Equipment Manufacturer (OEM) / System Integrator (SI) / Application / Service Providers or their Authorised dealer / representative. The authorised dealer should submit Manufacturers Authorisation Certificate/Form (MAF)		Self-certification in case of OEM and Manufacturers' Authorisation Form signed by the OEM authorising dealer
6	The Bidder should have experience of already successfully implementing CKYCR Solution in at least 2 NBFC/ Scheduled Commercial Bank /Financial Institution/ PSU in India out of which 1 should be Public Sector NBFC and such implementation should be working for at least 6 months.		<ul style="list-style-type: none"> • Supported by documentary evidence. • Letters from the concerned organization confirming successful installation and implementation. • Name of the Bank • Number of Locations • Scope of Project giving details • Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E-Mail Ids, etc., (Attach copies of purchase orders) • KTDFC reserves the right to inspect such installations while evaluating the Technical Bid / right to make a reference call.
7.	The Bidder should have direct support office at <u>Thiruvananthapuram</u> should be able to provide support and maintenance for the offered solution. Documentary proof (Office registration details etc) to be submitted along with the bid.		List of service centers with complete address and contact details segregated for Bidders and Franchisee centers to be provided as per Format enclosed.

8.	Bidder should not have been blacklisted by any entity including Govt/Banking/ NBFC /FI/IBA/ during the last three years.		Self-certification in the offer letter.
9	Bidder/SI must not have failed in completion of any project with KTDFC earlier as per Purchase Order.		Self-certification in the offer letter.
10.	All products quoted should be latest and not been declared end of sale within the 1 year of RFP date. Products offered should not be declared end of support for the first 5 years of supply / commissioning.		Self-certification in the offer letter. (OEM Declaration)
11	All the components of the proposed solution should be owned by Bidder or Authorized partner.		Self-certification in the offer letter.
12.	Response to the tender can be Submitted by the OEM along with certified partners. In case bidder is not OEM, they shall submit a specific authorization letter from OEM to KTDFC . Letter should clearly state that in case bidder failed to deliver the solution or complete application delivery as per the tender specification or not completed the implementation; the OEM will support either directly or will identify an alternate Service Provider to KTDFC.		Certification in the offer letter.
13.	Bidder/SI is not reported under SMA-2 or NPA, if enjoying credit facilities from any Bank/FI.		Self-certification in the offer letter. (Declaration)
14.	Bidder/SI has not violated any intellectual property Rights		Self-certification in the offer letter. (Declaration)

Note:-

- i. Either the bidder/SI on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the solution.
Bidder/SI can submit the bid with one OEM solution/product for application and one make for hardware.
OEM can authorize different bidders/SI to quote for the same product.
- ii. Bidder/SI must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid. Copies of the relevant documents / certificates should be submitted as proof in support of the claims made.
- iii. Bidders should not quote for any open source solutions.
- iv. Any assumptions made by the bidder's/SI in response to this RFP will be at their own risk and cost. **KTDFC** will not be liable for any such assumptions / representations made by the bidder. The KTDFC's assumptions and decision will be final.

Self-Declaration Form (on company's letter head)
(To be included in Technical Bid envelope)

To

The Chairman and the Managing Director

Level 8 (6th Floor), Trans Towers, Vazhuthacaud

Thiruvananthapuram-695014

Sir,

Sub: RFP for _____

RFP ref.No: _____ **Dated:** _____

We refer to your captioned RFP and hereby undertake that –

1. Our company has support office infor support functions at Thiruvananthapuram
2. Our company will provide support and maintenance for the solution 4 years **after expiry of warranty period** from the date of signing the contract.
3. Our company has not been blacklisted by any Public Sector /Private sector NBFC/ Bank / IBA/RBI/Govt.

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Date: Designation:

Place:

Seal of Company

Annexure–H

Technical & Functional Requirements Compliance
(On company's letter head)
(To be included in Technical Bid envelope)

Sub:
Ref: RFP No.

Sr.No	Functionalities	Compliance (Yes / No)
A	We confirm, our compliance and included all Technical, functional requirements mentioned in this RFP for providing CKYCR Solution	
B	This is to confirm that we unconditionally accept all the terms and conditions as mentioned in this RFP including all addendum / amendments floated by KTDFC.	

Signature of Authorized Signatory

Name of Signatory:

Designation:

Date:

Place:

Seal of Company

Sub:
Rfp Ref. No. Date

Service Support Details
(To be included in Technical Bid envelope)

City / District Location	Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel	Office Working Hours	Number of Hardware/ Software Engineers capable of supporting backup solution offered	Own Franchisee/ Support Centers

Signature of Authorized Signatory

Name of Signatory:

Date:

Designation:

Place:

Seal of Company

(Bill of Material) – Indicative
(This should contain the details of Annexure L without cost)

Sub: RFP for _____

RFP ref.No : _____ Dated : _____

A) Software

Sl.No	Requirement / Quantity	Unit Price	No. of Units	Total
1.	Enterprise wide Software Solution – CKYCR Licenses	NA	Enterprise wide License (Unlimited/Unrestricted) to all the branches/offices	
2.	Any other licensed software, if required (please indicate separately)	NA		
3.	Successful implementation of CKYC solution for KTDFC Head Office/Branches (Supply, installation, configuration, commissioning of software including UAT at Data Centre(DC) and Data Recovery (DR)	NA		
4	Implementation of CKYC in branches	Cost of 1 Branch		Cost of 4 Branches
5.	CKYCR - ATS for 4 years after expiry of	Cost for 1 year	4 Year	Total Cost for 4 years

	warranty period of 1 year for KTDFC			
6.	CKYCR - ATS for 4 years after expiry of warranty period of 1 year for Branches	Cost for 1 year for 1Branch	4 Years for 4 Branches	Total Cost for 4 years for 4 Branches
	Total Cost(T1)			

**** Unit price of (Item 5 + Item 6)>=12% of (Item 1 + Item 2)**

**** Total ATS cost for Branches will be calculated as = Unit Price*4 (Total Branches)*4(years**

Table T2: Facility Management

Sl.No	Item	Unit Price	No.of units	Total Cost
1	Facility Management (for 5 years support)	Cost per year per engineer	1 engineer	
2	Technical/Operational Training Charges – at KTDFC's site 1) Administration Training(Technical) 2) End-User Level Training 3) Training on Development	Per day (8 hours)		Per day (8 hours)
3	Customization (100 person-days during the contract period)	Cost per person days	100 person days	Cost for 100 person days
	Total Cost T2			

Total Cost of Ownership TCO T = T1+T2

Item	Cost (Rs)
T1	
T2	
Grand Total of TCO (T1+T2) to be considered for L1	
Grand Total (Rupees in words	

Terms & Conditions:

- For the purpose of TCO, 6 months post go live on-site support and ATS is considered.

- The Commercial Offer should be given in the above format only.
- There should be no conditions mentioned in the Commercial Offer.
- Commercial offers with conditions will be rejected.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- The ATS rate for the Software shall be frozen for the period of 4 years.
- Six Months onsite experienced support (Support personnel should be BE/MCA and 1 year experience in the CKYCR-software supplied to KTDFC.)
- The total price quoted should be inclusive of applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance etc. But exclusive of GST Tax payable as applicable and Octroi / Entry-Tax payable to Local Government / Municipal Authorities which will be reimbursed on actual basis upon production of original receipts.
- ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.
- The Excise/Custom duty will however have to be mentioned separately in the invoice wherever applicable
- KTDFC can give order for Facility Management as per the KTDFC's discretion. Number of person may also vary. Payment will be made as per the unit rate provide in the commercials.
- KTDFC shall have the right to buy any licenses as per the unit rate mentioned above during the contract period.
- Implementation charges should cover integration with the existing applications of KTDFC as well as the applications that may require integration during the contract period.
- Bidder to extend additional training services, if required by KTDFC, anytime during the contract period at the unit rate mentioned above for respective type of training. KTDFC would make payment as per the additional training provided by the Bidder.
- Unit prices as well as TCO must be quoted in WORDS AND FIGURES.
- In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
- Wherever Road Permit would be required for transportation/delivery of goods/hardware, it is the responsibility of bidder to make necessary arrangements in advance and in that process, if any assistance is required KTDFC would provide the same like issuance of letter from KTDFC addressed to the concerned authorities.
- Prices are mandatory to be quoted for all the components/items. In case of incomplete commercial bid, the same is liable to be rejected and bidder will not be allowed to participate in the reverse auction process.

□

- No deviation whatsoever will be considered by the KTDFC. KTDFC will not evaluate and consider any terms and conditions mentioned in the indicative commercial bid. KTDFC reserves the right to disqualify the bidder if any deviation is mentioned in the commercial bid.
- SI/Bidder to make payment of Octroi duty wherever applicable as per Govt. rules, and the same has to be claimed from KTDFC by submitting the Original Receipt. In case, at any later date, any penalty levied for default in making the payment of Octroi, the same will have to be borne by the bidder and not by KTDFC.
- None of product or components offered should be end of life /sale/support during the contract period.
- Sizing of hardware for implementation of CKYCR solution should be for enterprise wide licenses and certified by the application OEM. The bidder should ensure that the neither the sizing is oversized nor undersized.
- Bidder should follow all the best practices like High availability, Disaster Recovery, Backup, Monitoring tools etc.
- In case, any component/s has been missed out by the bidder or not included in the TCO, by the SI/Bidder which is essential for successful implementation, the same has to be provided by the bidder/SI at his own cost. KTDFC in no case will pay any amount over and above TCO.
- If hardware (supplied by bidder, if any) or software is required to upgrade during the contract period due to any reason like slowness of the system or not getting the desired performance, it is responsibility of the bidder to upgrade the same without any cost to KTDFC.
- Items price breakup with unit prices of each components should be provided as per BOM in the format given in Annexure
- Wherever KTDFC would like to avail the services of manpower after first year, KTDFC shall consider an increase of 4% in price every year. Bidder should note that while quoting total Price for Manpower for 5 years, it should be inclusive of the aforementioned increase of 4%

□

** KTDFC should be able to use the product without any restrictions, in terms of unconditional usage of all functionalities by all its employees.

Hardware (to be provided by KTDFC)

				Details						
Sr. No	Server Name	Purpose	Qty	Maker/ Model	OS	No. of cores	Processors	Storage	RAM	Others, if any
A										
B	UAT/Development Environment									
C.	DR Environment									

Additional rows may be added for furnishing information based on requirement.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Date:

Place:

Seal of Company

Manufacturers' Authorization Form

(To be included in Technical Bid envelope)

Original copy addressed to Bank to be submitted

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No. Date:

To:

Dear Sir:

Ref: Your RFP Ref: _____ dated _____

We who are established and reputable manufacturers / producers of _____ having factories / development facilities at (*address of factory / facility*) do hereby authorise M/s _____ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation, who are the certified reseller of _____ hardware/software for the last 4 years after expiry of warranty period.

Further, we hereby certify that M/s. _____ is entitled to participate in the tender process for procurement and submission of bids.

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

We hereby undertake that the software will be available and supplied during the currency of the empanelment of 4 years after expiry of warranty period or equivalent /higher hardware software would be supplied at no extra cost to the Bank. We also confirm that the above mentioned company will be purchasing hardware/software support for 4 years. In case the above mentioned company fails to deliver the services, we will facilitate your engagement with another authorized service partner to provide the services.

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/SI :

(a) Such Products as KTDFC may opt to purchase from the SI, provided, that this option shall not relieve the bidder/SI of any warranty obligations under the Contract; and

Format for indicative Commercial Bid

Sub: RFP for _____

RFP ref.No: _____ Dated : _____

S.No	Requirement / Quantity	Unit Price	No. of Units	Total
1.	Enterprise wide Software Solution – CKYCR Licenses	NA	Enterprise wide License (Unlimited/Unrestricted) to all the branches/offices	
2	Any other licensed software, if required (please indicate separately)	NA		
3	Successful implementation of CKYC solution for KTDFC Branches (Supply, installation, configuration, commissioning of software including UAT at DC and DR)	NA		
4.	Implementation of CKYC in KTDFC Branches	Cost of 1Branch		Total Cost for 4Branches
5	CKYCR - ATS for 4 years after expiry of warranty period of 1 year for KTDFC	Cost for 1year	4 year	Total Cost for 4 years
	Total Cost T1			
** Unit price of (Item 5+ Item 6)>=12% of (Item 1 + Item 2) ** Total ATS cost for Branches will be calculated as = Unit Price*4 (Total Branches)*4(years				

Table T2: Facility Management

S.No	Item	Unit Price	No of Units	Total Cost
1	Facility Management (for 5 years support)	Cost per year per engineer	1 engineer	Cost for 1 engineer for 5 year
2.	Technical/Operational Training Charges – at KTDFC's site 1) Administration Training(Technical) 2) End-User Level Training 3) Training on Development	Per day (8 hours)	Per day (8 hours)	Technical/Operational Training Charges – at KTDFC's site 1) Administration Training(Technical) 2) End-User Level Training 3) Training on Development
3	Customization (100 person-days during the contract period)	Cost per person days	100 person days	Cost for 100 person days
	Total Cost T2			

Total Cost of Ownership TCO T = T1+T2

Items	Cost Rs.
T1	
T2	
Grand Total of TCO (T1+T2) to be considered for L1	
Grand Total (Rupees in words	

Terms & Conditions:

- For the purpose of TCO, 6 months post go live on-site support and ATS is considered.
- The Commercial Offer should be given in the above format only.
- There should be no conditions mentioned in the Commercial Offer.
- Commercial offers with conditions will be rejected.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- The ATS rate for the Software shall be frozen for the period of 4 years.
- Six Months onsite experienced support (Support personnel should be BE/MCA and 1 year experience in the CKYCR-software supplied to KTDFC.)

- The total price quoted should be inclusive of applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance etc. But exclusive of Sales Tax / VAT / Service / GST Tax payable as applicable and Octroi / Entry-Tax payable to Local Government / Municipal Authorities which will be reimbursed on actual basis upon production of original receipts
- ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.
- Octroi / Road tax, if any will be paid extra as per the actual on production of original receipt. The TCO should include all the components mentioned in the Commercial Offer.
- The Excise/Custom duty will however have to be mentioned separately in the invoice wherever applicable
- KTDFC can give order for Facility Management as per the KTDFC's discretion. Number of person may also vary. Payment will be made as per the unit rate provide in the commercials.
- KTDFC shall have the right to buy any licenses as per the unit rate mentioned above during the contract period.
- Implementation charges should cover integration with the existing applications of KTDFC as well as the applications that may require integration during the contract period.
- Bidder to extend additional training services, if required by KTDFC, anytime during the contract period at the unit rate mentioned above for respective type of training. KTDFC would make payment as per the additional training provided by the Bidder.
- Unit prices as well as TCO must be quoted in WORDS AND FIGURES.
- In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
- Wherever Road Permit would be required for transportation/delivery of goods/hardware, it is the responsibility of bidder to make necessary arrangements in advance and in that process, if any assistance is required KTDFC would provide the same like issuance of letter from KTDFC addressed to the concerned authorities.
- Prices are mandatory to be quoted for all the components/items. In case of incomplete commercial bid, the same is liable to be rejected and bidder will not be allowed to participate in the auction process.
- After completion of auction, bidder needs to provide the complete breakup of prices within the timeframe. Further, in no case, any upward revision in prices will be allowed.
- No deviation whatsoever will be considered by **KTDFC**. **KTDFC** will not evaluate and consider any terms and conditions mentioned in the indicative commercial bid. KTDFC reserves the right to disqualify the bidder if any deviation is mentioned in the commercial bid.
- SI/Bidder to make payment of Octroi duty wherever applicable as per Govt. rules and the same has to be claimed from KTDFC by submitting the Original Receipt. In case, at any later date, any penalty levied for default in making the payment of Octroi, the same will have to be borne by the bidder and not by the KTDFC.

- None of product or components offered should be end of life /sale/support during the contract period.
- Sizing of hardware for implementation of CKYCR solution should be for enterprise wide licenses and certified by the application OEM. The bidder should ensure that the neither the sizing is oversized nor undersized.
- Bidder should follow all the best practices like High availability, Disaster Recovery, Backup, Monitoring tools etc.
- In case, any component/s, has been missed out by the bidder or not included in the TCO, by the SI/Bidder which are essential for successful implementation, the same has to be provided by the bidder/SI at his own cost. KTDFC in no case, will pay any amount over and above TCO.
- If hardware (supplied by bidder, if any) or software is required to upgrade during the contract period due to any reason like slowness of the system or not getting the desired performance, it is responsibility of the bidder to upgrade the same without any cost to KTDFC.
- Items price breakup with unit prices of each component should be provided as per BOM in the format given in Annexure
- Wherever KTDFC would like to avail the services of manpower after first year; KTDFC shall consider an increase of 4% in price every year. Bidder should note that while quoting total Price for Manpower for 5 years, it should be inclusive of the aforementioned increase of 4%

** KTDFC should be able to use the product without any restrictions, in terms of unconditional usage of all functionalities by all its employees.

Date:
Place:

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company

(To be included in Technical Bid in case Bid Security is in Bank Guarantee form)

BID SECURITY FORM

Whereas..... (*Hereinafter called "the Bidder"*) has submitted its Bid dated..... (*Date of submission of Bid*) for the supply of..... (*Name and/or description of the Products/system*) (*Hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE..... (*NAME OF BANK*) of..... (*Name of country*), having our registered office at..... (*address of "THE BANK"*) (*Hereinafter called "theBANK"*), are bound unto..... (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, **BANK** binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said **BANK** this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of the Bid validity, i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bidder's Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc. will render the Bid non-responsive.

PERFORMANCE SECURITY FORM

To:

(Name of Purchaser)

WHEREAS..... (Name of SI) (hereinafter called "the SI") has undertaken, in pursuance of Contract No..... dated ... 20__ to supply.....

..... (Description of Products and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the bidder/SI shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein, as security for compliance with the SI's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the bidder/SI a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the SI, up to a total of..... (Amount of the Guarantee in Words and

Figures) and we undertake to pay you, upon your first written demand declaring the bidder/SI to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (SI's Bank)

.....

Date.....

.....

.....

Address...

CONTRACT FORM

THIS AGREEMENT made theday of....., 20___. Between..... (*Name of Purchaser*) (hereinafter called "the Purchaser") of the one part and (*Name of SI*) of..... (*City and Country of SI*) (hereinafter called "the SI") of the other part:

WHEREAS the Purchaser invited Bids for certain Products and services viz. ... (*Brief Description of Products and Services*) and has accepted a Bid by the bidder/SI for the supply of those Products and services in the sum of..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The RFP documents of Bid Ref. No.: _____ dated _____ shall be deemed to form and be read and construed as part of this Agreement
3. In consideration of the payments to be made by the Purchaser to the bidder/SI as hereinafter mentioned, the bidder/SI hereby covenants with the Purchaser to provide the Products and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the bidder/SI in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Products and services which shall be supplied / provided by the bidder/SI are as under:

SL. NO.	BRIEF DESCRIPTION OF PRODUCTS & SERVICES	QUANTITY TO BE SUPPLIED.	TOTAL PRICE (Rs.)

TOTAL VALUE: (Rs.)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said..... (For the Purchaser)

in the presence of...

Signed, Sealed and Delivered by the
said..... (For the SI)

in the presence of:.....

User Acceptance Form

**PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER
AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION**

No.

Date:

M/s.

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below have/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Contract No. _____ dated _____

b) Purchase Order No: _____ dated _____

c) Description of the Solution _____

d) Quantity _____

e) Date of commissioning and proving test _____

f) Details of products not yet supplied and recoveries to be made on that account:

2. S.No.	Description	Amount to be recovered
----------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and Staff has been trained to operate the Product.

4. The bidder/SI has fulfilled his contractual obligations satisfactorily*

Or

The bidder/SI has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products given under Para No. 2.

6. The amount of recovery on account of failure of the bidder/SI to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

(a) The bidder/SI has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.

- (b) The bidder/SI has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the bidder/SI as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the SI, the extent of delay should always be mentioned.

Bank Guarantee Form
FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.: and Date

To..... (Name of the Purchaser)

Whereas..... (Name of the SI) hereinafter called "the SI" has undertaken, in pursuance of contract No..... dated..... to supply..... (Description of Products and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the bidder/SI shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the SI's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares during the contract period.

AND WHEREAS we have agreed to give the bidder/SI a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the SI, up to a total of Rs..... (Amount of guarantee in words and figures and we undertake to pay you, upon your first written demand declaring the bidder/SI to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of.....

Signature and Seal of Guarantors

.....

Date:

NOTE:

(i) SI SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

(ii) STAMP PAPER IS REQUIRED FOR THE BANK GUARANTEES ISSUED BY THE BANKS LOCATED IN INDIA

BUSINESS RULES AND TERMS & CONDITIONS OF AUCTION

Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated

A) Definitions:

1) "Corporation" means **KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED**

2) "Service Provider" means the third party agency / company who have been selected by **CORPORATION** for conducting Auction IF ANY

3) "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.

4) "L2" means the Bidder who has quoted second lowest price in the Auction process.

B) Eligibility of Bidders to participate in Reverse Auction:

1) Bidders, who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Auction and submit the undertakings as per **Annexure-T**, can only participate in Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.

2) Bidders should ensure that they have valid digital certificate well in advance to participate in Auction. **KTDFC** will not be responsible in case Bidder could not participate in Auction due to non-availability of valid digital certificate.

C) **Training:**

1) **KTDFC** may engage the services of Service Provider to provide necessary training to representatives of all eligible Bidders for participation in Auction. All rules & procedure related to Auction will be explained during the training.

2) Date, Time, Venue etc of training will be advised at appropriate time.

3) Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at the Bidder's own cost.

4) No request from the Bidders for change in training schedule and/or venue will be entertained.

5) However, **CORPORATION (KTDFC)** reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons therefore, even after its communication to eligible Bidders.

1) Any Bidder not participating in the training process will do so at his own risk.

D) Auction Schedule:

- 1) The date & time of start of Auction and its duration of time will be informed to the eligible Bidders well in advance at least a week before the Auction date.
- 2) KTDFC reserves the right to postpone / change / cancel the Auction event even after its communication to Bidders without assigning any reasons therefore.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

KTDFC will determine the Start Price for Auction –

- 1) on its own and / or
- 2) evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
- 3) based on the price bids received and if opened **KTDFC** may determine the start price on the basis of the lower quote received.

G) Decremental Bid Value:

- 1) The bid decrement value will be specified by **KTDFC** before the start of Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 Level of next available lower level.

H) Conduct of Auction event:

Bidders will be participating in Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidders themselves.

1. Bidders are advised to make all the necessary arrangements / alternatives such as back – up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the auction successfully.
2. Failure of power at the premises of vendors during the auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and **KTDFC** is not responsible for such eventualities.
3. KTDFC will not have any liability to Bidders for any interruption or delay in access to site of Auction irrespective of the cause.
4. For making the process of Auction and its result legally binding on the participating Bidders. Format of the agreement is as per the Annexure-T.
5. Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from **KTDFC** to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned

Bidder/his company.

6. Any bid once made by the Bidder through registered Login ID & Password, same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Auction.

7. Bidder will be able to view the following on their screen along with the necessary fields in Auction:

i) Opening Price

ii) Leading / Lowest Bid Price in Auction (only total price)

iii) Last Bid Price placed by the respective Bidder.

8. During Auction, if no bid price is received within the specified time, KTDFC at its discretion may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

Auction Process:

1 KTDFC will evaluate the DETAILS AND BID PRICE and will decide upon the winner i.e. Successful Bidder.

2) Successful Bidder has to mail the duly signed filled-in prescribed format (Annexure-U) as provided on case-to-case basis to KTDFC within 24 hours of Auction without fail. The Original signed Annexure-U should be couriered so as to reach us within 48 hours of Auction without fail.

3) Any variation between the on-line Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with **KTDFC** as per prevailing procedure.

4) Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of auction event within 3 working days without fail.

5) Successful Bidder is bound to supply at their final bid price of Auction. In case of back out or not supply as per the rates quoted, KTDFC will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future

6) In case KTDFC decides not to go for Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with KTDFC shall be opened as per KTDFC's standard practice.

J) Bidder's Obligation:

1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders

2) Bidder will not divulge either his Bid details or any other details of KTDFC to any other party without written permission from KTDFC.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

1) KTDFC reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Auction at any point of time.

2) Modifications of Business rules, Terms & conditions of Auction will be made available on website immediately.

3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

Acceptance of Auction Business Rules and Terms & conditions

To,
KTDFC

Acceptance of Auction Business Rules and Terms & conditions
in respect of Tender / RFP Ref. No. _____ Dated ____
For procurement of _____
=====

We refer to the captioned subject and confirm that –

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Auction for the procurement for which RFP is floated.
- 3) KTDFC shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Auction conducted by KTDFC
- 8) We will mail duly signed filled-in prescribed format (Annexure-T) as provided on case-to-case basis, to KTDFC within 24 hours of end of Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Auction. In case of back out or not supply as per the rates quoted by us, KTDFC is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.

Annexure-T

TO BE SUBMITTED / FAXED BY SUCCESSFUL BIDDER OF REVERSE AUCTION WITHIN 24 HOURS FROM THE END OF REVERSE AUCTION EVENT

To,
CMD, KTDFC

Date:

Sir,
Final / Lowest Bid Price quoted in Auction held on _____
in respect of Tender / RFP Ref. No. _____ Dated _____
For procurement of _____
=====

We confirm that the final total bid price quoted by us in the captioned Auction event for captioned tender is as under –

Rs. (in figure): _____

Rs. (in words): _____

We confirm that -

1) ☐ We enclose herewith the detailed break-up of above price as per Bill of Material

OR

☐ We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Auction event.

2) Any variation between the on-line Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with KTDFC as per prevailing procedure. In such case KTDFC is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future

3) We are bound to supply at the above final bid price of Auction.

4) We note that in case of back out or not supply as per the above rates quoted by us, KTDFC will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal:

Name of Authorised Representative:

Designation:

Email:

Mobile:

Tel. No:

Deed of Indemnity

(On Stamp Paper of relevant value)

This Deed of Indemnity executed at Mumbai / on the [] day of [] by []

(Hereinafter referred to as “**the Obligor**” which expression shall unless it is repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION (“**KTDFC**”) is a company formed under the companies Act of 1956. KTDFC is also a Non Banking Financial Company as notified by the Reserve Bank of India (**RBI**) under the Reserve Bank of India Act, 1934 having its registered office at Level 8(6th floor), Tran towers (hereinafter referred to as “**KTDFC**” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS

(1) The Obligor has

(a) offered to KTDFC end-to-end (except logistic arrangement for document movement from branches to Hubs and from Hubs to branches) supply, support, maintenance, integration, customization, deliver, install etc. services of application & hardware and other components for implementing BACKUP SOLUTION for KTDFC as stated under the RFP document Ref. no./CKYCR/2022 dated and subsequent corrigendum / replies / clarifications provided by KTDFC;

(b) Represented and warranted that they have all permissions, consents, approvals and license from all authorities, regulatory / statutory and non-regulatory, for executing their services to KTDFC;

(c) Represented and warranted that the aforesaid services offered to KTDFC do not violate any provisions of the applicable laws, regulations or guidelines including laws relating to intellectual property rights, legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of KTDFC;

(d) Represented and warranted that they are authorized and legally eligible and Otherwise entitled and competent to enter into such contract(s) with **KTDFC**;

(2) KTDFC, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract / Agreement dated (**The Agreement**) with the Obligor;

(3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of **KTDFC** indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering BACKUP SOLUTION **services** to KTDFC over the contract period as also for breach committed by the Obligor on account of misconduct, omission or negligence or otherwise by the Obligor.

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of **KTDFC** as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

In consideration of KTDFC having agreed to award the aforesaid services / job to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby unconditionally, absolutely and irrevocably agree and undertake that: -

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified KTDFC , including its subsidiaries, agents, respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract/ Agreement and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against KTDFC by whomsoever and all claims, demands, losses, damages, costs, charges and expenses that KTDFC may incur or suffer by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, damage, destruction, deliberate, malicious or otherwise, direct or indirect, negligence, reckless, misconduct, criminal breach of trust or from those arising out of violation of applicable laws or breach of regulatory instructions including those relating to intellectual property rights, rules, regulations, guidelines and also from the environmental damages, if any, which may occur or result from the terms of the Agreement or for breach of confidentiality obligations or otherwise.

(2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.

(3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, hardware or other components in the nature of accessories or otherwise they are having or procured from third parties. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified **KTDFC** against any levies /penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract / Agreement during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the afore said Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of KTDFC or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to KTDFC).

(7) This indemnity shall survive the aforesaid Agreement.

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at **THIRUVANANTHAPURAM**. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) **KTDFC** may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of **KTDFC**.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and Year first above written.

Signed and Delivered on behalf of)

[])

by the hand of [.....,)

[], the authorized official)

of the Obligor

Annexure-V

Sub:
RFP No. and Date

Sr. No	Page No.	Clause Name	Clause No. in the RFP	RFP Text	Query

Pre-bid Query Format

Note: All queries which are received within the date and time as mentioned in this RFP only will be clarified in the Pre-Bid Meeting.

Signature with company seal :

Name of Authorised Representative:

Designation:

Email:

Mobile :

On Company's Letter Head

COMPLIANCE STATEMENT

DECLARATION

Sub: RFP for _____

RFP refine: _____ **Dated:** _____

Terms and Conditions including scope of work

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. Further, we certify that the system/services offered by us for tender confirms to the specifications stipulated by you.

Signature with company seal:

Name of Authorized Representative:

Designation:

Email:

Mobile:

Tel. No:

Sub: RFP for _____

RFP ref.No: _____ Dated: _____

FUNCTIONAL SPECIFICATIONS

The system feature for each module is covered in the following table. The bidder needs to fill up the response column according to the criteria given below

Criteria:

Criteria: Description	Response
Required functionality is readily available	"Y"=5 Marks
Required functionality will be made available with customization	"C"=3 Marks
Required functionality is not available/will not be available	"N"=0 Marks
	Maximum possible marks for functionalities = 445 (89*5)

CKYCR Related Requirements

			Response
1	The main scope is implementation of enterprise wide web based application for KTDFC to manage KYC records of new and existing customers of KTDFC by fetching required details from CKYCR & KTDFC's CBS via Straight Through Processing-STP and allowing the users of Branch to fill	M	
2.	The proposed solution should be capable to work on Virtual Cloud Model which supports windows 2012 and above, RedHat Linux.	M	
3.	The solution should support Windows versions 7 and above	M	
4	Closure of all VAPT / IS AUDIT observation for the proposed setup & within time frame stipulated by KTDFC without any additional cost to KTDFC	M	

5.	Data capturing page of proposed solution given for branch users should validate PAN and Aadhar number from NSDL and UIDAI sites and same facilities to be available for other OVDs in public domain as and when they become available	M	
6.	The proposed solution should be capable of fetching data and required attachments from CKYCR and pre fill the data entry screen of branch while on boarding the customer / modifying the existing customer profile.	M	
7.	The system should be capable of capturing data of new / legacy account of individual and legal entities as per template of CKYCR	M	
8.	The system should check the names of customers with the data base of Central KYC Registry, as per KTDFC's requirement	M	
9.	The Proposed solution should be capable of uploading data to CKYCR server and downloading data from CKYCR server	M	
10.	The Proposed solution should support for scheduling bulk upload / download activities as per bank's requirement with all integrated systems via Straight Through Processing-STP. The customization in the proposed solution for any such activities in future has to be done within ATS cost only	M	
11.	The Proposed solution should be capable of providing an interface to search through API on CERSAI platform to check whether the required CKYC is present in CERSAI database or not	M	
12.	The Proposed solution should have compatible format with CERSAI for data exchange.	M	
13.	The Proposed solution should be capable of identifying the records automatically which are to be uploaded to CKYCR server	M	
14.	The proposed solution should be capable of validating the Aadhar by using KTDFC'S existing bio-metric device		

15.	The Proposed solution should be capable of mapping a new account to an existing customer automatically using business rules configured in the system. Such rules should be flexible and highly parameterized in the proposed solution. The rules can be added, changed or removed by KTDFC at any point of time and in case of customization required every time in the solution then there will not be any cost to KTDFC for this change request	M	
16.	The Proposed solution should be capable of picking up unlimited address types and number of address along with contact numbers and email details. Address change of the customer through this solution should be maintained in a user friendly and readable manner with the account linkage.	M	
17.	The Proposed solution should be capable of capturing any future field or requirement by CKYC Registry, Regulators or KTDFC, from time to time.	M	
18.	The Proposed solution should be capable of providing details to KTDFC and other monitoring authorities for progress/pendency of the work of screening/scrutiny of the work under correspondence with the field functionaries.	M	
19.	The Proposed solution should be capable of sending the information as per the escalation matrix for non-uploading of document or information in stipulated time given by CKYCR to different levels as per KTDFC's requirement.	M	
20.	The Proposed solution should be capable of maintaining proper history of uploading of customer data.	M	
21	The Proposed solution should be capable of receiving notification/deficiency from CKYCR and will give email to respective branch/user under copy to administrator/RO user/CO user	M	
22	The Proposed solution should be capable to give SMS/email alert to respective customer whose notification comes to the KTDFC/branch. It should have a workflow and all interaction with www.ckycindia.in or the CKYCR system should happen through secure FTP and SSL. KTDFC's SMS and Email Gateway details will be disclosed separately with Successful Bidder	M	
23	The proposed solution should integrate with CKYCR system using single Server Class –III Certificate.	M	
24	The proposed solution should not allow to re upload the KYC details of a customer to CKYCR system, if it is already uploaded earlier by system until or unless any change identified in the existing profile	M	

25.	The proposed solution should have ability to integrate and pick up images from other application such as CBS (Core Banking Solution), DMS (Document Management System), Tablet Banking, FI Gateway, KTDFC'S Correspondent / and online account opening system / Internet Banking etc. data as per KTDFC's requirement	M	
26.	The proposed solution should be capable of using existing scanners available at branches as per description of CKYCR uploading requirement	M	
27.	KTDFC have procured Document Management System and in the process of Implementation. Image stored in the solution provided by the bidder should be imported to DMS with proper reference.	M	
28.	The proposed solution should be capable to generate and send letter of pending uploading and pending notification received from CKYCR to branches under copy to respective Regional Offices if opened /Registered Office through email.	M	
29.	The proposed solution should be able to retrieve data as per CKYCR or KTDFC or Regulator's requirement	M	
30	Detailed process documentation, Standard Operating Procedures and management of solution should be created and submitted to KTDFC before project signoff.	M	
31	Any other features that may be required by CKYCR authorities to meet the objective and are missed to mention here should also be assumed a part of the scope of the solution and the same should be incorporated in the System without any cost to KTDFC.	M	
32	The Proposed solution should be capable of uploading customer documents such as photo, proof of identity, signature and proof of address into the application electronically with CKYCR system and auto setting has to be configured such as photo should be in color and passport or other Official Valid Documents - OVD will be as per the CERSAI specifications of CKYCR	M	
33	If any value of particular field as per CKYCR template is not available in KTDFC's Core Banking Solution, the branch user will fill the required additional details in the proposed solution. So the proposed application should have sufficient data entry / upload module to accept the gap data for a single / multiple customers at a time	M	

34.	The Proposed solution should be capable to identify De-duping of customer at the time of on boarding	M	
35.	The Proposed solution should be capable of bulk uploading/downloading of required information and documents to CKYCR server in the compressed format as per the prescribed format of CKYCR	M	
36	The Proposed solution should be capable of downloading customer data/document based on unique ID given by CKYCR of the customer/legal entities without human intervention (integrate with KTDFC's in house software / Core Banking Solution /Existing KYC AML system as per the KTDFC's requirement)	M	
37.	System should digitally sign the zip folder before upload as per requirements of CKYCR	M	
38.	System should place all files on SFTP (Secure File Transfer Protocol) and it should be capable of reading responses automatically		
39.	As and when the new requirements arise from verticals/CKYCR, system should be capable of providing the necessary dashboards like probable match, New Customer, Notification Management and Replicate Modification etc.	M	
40.	The activities of every user in workflow should be logged by the system automatically for each record and the same should be maintained	M	
41.	System should download the details from CKYCR only when details are not available locally.	M	
42.	The Proposed solution should be capable to send the data back to KTDFC's Banking Solution / in-house system / Existing KYC AML System / KTDFC's middleware which is received from CKYCR System.	M	
43.	The Proposed solution should be capable to show / Region Wise/Branch wise/HUB wise no. of pending, uploading and even uploaded in CKYCR as per KTDFC's requirement	M	
44.	The Proposed solution should be capable to generate reports in multiple formats – PDF, RTF, HTML, CSV and XSL/XLSX. User can configure the columns and print settings - header, footer etc	M	

45.	End users should be capable of scheduling the report generation by specifying the frequency / timings in the proposed solution	M	
46.	The proposed solution should be in a position to do an age-wise analysis and provide a report in the system to view pending for uploading at a summary level, like no. of documents outstanding, no. of days pending in descending order as per KTDFC's requirement and the same can be communicated through automated e-mail also on daily basis as alert	M	
47.	The Software application should have real time MIS Dashboard, duly displaying the details of accounts opened, uploaded, approved, and rejected on a daily basis. It should also have the ability to add new reports as and when required.	M	
48.	The proposed solution should have the ability to delete or modify or remove the configured workflows, if they become redundant or obsolete as per KTDFC's requirement and there should be sufficient logs for every action.	M	
49.	The proposed solution should be capable of identifying multiple Customer Information Form (CIF)'s of a single customer on parameters like Date of Birth, PAN Number, Andhra Card, Driving License, Voter Card etc.	M	
50.	The proposed solution should be capable of uploading or downloading of data/document easily having variable bandwidth over lease line/VSAT/ISDN/WI-MAX	M	
51	The proposed solution should be capable of storing customer data and photograph as per KTDFC's requirement	M	
52	The proposed solution should have built in ETL tools to extract, transform and load data from KTDFC's in house software/Core Banking Solution/Existing KYC AML system for further process on daily basis.	M	
53	Supplying hardware and Servers is not under this RFP scope however the bidder should specify the configurations of required Hardware, Operating System and Database for installing the proposed application at KTDFC's DC and DR site clearly. KTDFC will provide the Database, but the installation and other related activities	M	
54.	The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow	M	

	arrangement		
55.	The application should support multiple database platforms like Oracle, SQL Server etc.	M	
56.	The licenses for the proposed application should be enterprise wide and there should not be any restrictions in issuing licenses based on no. of users, no. of branches, no. of channels integrated, no. of uploading /downloading documents or transactions or files and asset size of the KTDFC etc.	M	
57.	Branches should be able to login through separate User-Id & Password or single Sign-on using KTDFC's Active Directory/Lightweight Directory Access Protocol (LDAP) or both. System should allow the users to add or modify based on maker checker or as per configured work flow by KTDFC Official. System should allow configuring the workflow by admin user of the KTDFC.	M	
58.	The Successful bidder has to provide 24/7 online support to KTDFC and if required the engineer has to visit KTDFC's premises to resolve the issue	M	
59	For TCO Calculation, cost of ATS for 1 year has been considered and same rate will be fixed for further 4 years.	M	
60	Bidder should provide 1 year warranty and adequate support to Bank for 4 year without any extra cost for all supplied software, if any incase of such requirement from KTDFC for these RFP requirements.	M	
61	Onsite support of an engineer to be provided for 6 months after go-live	M	
62.	Training to the KTDFC's project team and the user team. Training must cover both Classroom and hands on sessions. Necessary training material and documents must be provided to the participants. The training program should be of 2 batches of maximum 25 participants Registered Office of the KTDFC at Thiruvananthapuram. Trainers cost to be borne by the bidder and KTDFC will provide the classroom and other facilities	M	
63.	The Software application and Scanning should confirm to all regulatory, statutory, legal acts and rules including IT Act 2000/2008 and subsequent amendments.	M	
64.	The vendor should provide support, if KTDFC switches over to any other application for implementing CKYCR.	M	

65.	The software application should have complete solution of probable and confirm match.	M	
66.	The Software application should integrate previous data and history of previous vendor in their system/application	M	
67.	The Software application should provide updating module for existing CKYC number.	M	
68.	During the contract period, if OEM of OS/DB solution announces regarding the End of Support the successful bidder has to migrate the solution to the newer version of OS/DB without additional cost to the KTDFC	M	
69.	The solution should support the web browsers viz. Internet explorer 9 and above	M	
70.	The solution should be complied with cyber security norms. The bidder should provide documents/declaration to KTDFC	M	
71.	The system must be scalable to initially for a minimum 5000 customers at present and going forward without any limitation to accommodate new branch offices/software's/use and also for handling bulk volumes of legacy data.	M	
72.	The proposed CKYCR software should meet the present/future Government/Regulatory/CERSAI.	M	
73.	Detailed process documentation, Standard Operating procedures and management of solution should be created and submitted to KTDFC.		
74.	The Vendor has to continue to provide the support till the selection of new vendor through RFP or it may be continued based on mutual agreement	M	
75.	Bidder has to provide Manuals and FAQs for Branch use with respect to CKYC	M	
76.	The support personnel from Vendor staff should have thorough knowledge of the application installed for solving any queries raised by central team or branches on real time basis	M	
77.	The bill management system of CERSAI dash board should be reflected in the application of the vendors as a mirror image with ledger details, balance amount available with CERSAI, date and amount paid to CERSAI etc. .	M	

78	Validation of Postal PINCODES should be updated with changes in place in per India post. This validation should match with CERSAI validation.	M	
79.	A path to be given in which documents are scanned and kept at the time of data entry for account opening, which can be auto fetched at the time of importing of record on to CERSAI portal.	M	
80.	There should not be any dependency on CERSAI server for view option for CKYC ID generated from all financial institutions	M	
81.	There should be a system to update already generated CKYC ID from other institutions in the software (application)	M	
82.	There should be an intimation to us for every update published by CERSAI	M	
83.	There should be an intimation to us for every update published by CERSAI	M	
84.	Reminder for records pending with branches to be sent through auto-mail	M	
85.	CKYC ID letter generated should be sent to customers through mail on registered email id and CKYC ID to be sent through message on registered mobile number	M	
86.	Application software should monitor advance payment made to CERSAI, amount getting deducted with each CKYC ID generated and balance amount available.	M	
87.	All the reports generated should be: Date-wise; Branch-wise; Region-wise segregated for MIS purpose	M	
88.	Option to generate record "DATE and Customer ID wise for CKYC Download list" from CERSAI.	M	
89.	Multiple user access should be available for scanning purpose for branches covered under ZCOD.		

Other Requirements

Sl. No.	Our Requirement	Compliance (Yes/No)
1.	Application should run on x86 Server machines.	
2.	Solution should run on virtual machine	
3.	The solution should support for workflow management and configuration	
4.	All user authentication and authorization details of the application should be encrypted and stored in Database.	
5.	Passwords for database connection string property or any other linked servers and configured work areas should not be shown in clear text at any of the files or logs accessed by any of the internal application / utility or software.	
6.	System should support for SSO (Single Sign On) and Self authentication process.	
7	Configurable Password Parameters like Password Policy and User Account Policy.	
8	The solution should enable integration of third-party tool or API or DB Link or Web service.	
9.	The solution should have the facility to take backup on daily basis to disk and move the same to media backup	
10.	The solution should sync with DR setup at any point of time.	
11.	The application should log every action of users and stored and archived as per policy of KTDfC.	

Bidders Capability/Marking Methodology: Max Marks-100

Sl. No.	Experience of the Bidder/SI	Marks	Scoring mechanism
1	<p>Credentials on past experience CKYCR software should have been implemented in at least 3 banking/financial institutions in India of which one should be an in India with a minimum of 200 branches for account opening process. These installations should be live at least for last 6 months. One of such implementation should have been done by the bidder.</p> <p>(5 references out of which at least one from NBFC OF PUBLIC SECTOR)</p>		

INTERGRITY PACT

(To be submitted by all the bidders on stamp paper of Rs. 500/-)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between **KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LTD.**, a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a Non-banking Financial company within the pruvieu of the Regulation of the Reserve Bank of India with Corporate Identity No. **U65923KL1991SGC005985** and having its registered office at LEVEL 8 (6th Floor),TRANSTOWERS,VAZHUTHACAUD.P.O. THIRUVANANTHAPURAM.695014 through its Registered Office at Thiruvananthapuram (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s _____ represented by Smt / Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (_____) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/ Department of Kerala Transport Finance Development Corporation Ltd performing its functions on KTDFC . NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

☒ Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

☒ Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party

(which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with Kerala Transport Development Finance Corporation Limited.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc..

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against Kerala Transport Development Finance Corporation and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other Individual/Entity that may impinge on anti- corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or NBFCs in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by **a Bank Draft or a Pay Order in favour of KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION Ltd.** However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of **five years**, which may be further extended at the discretion of the PRINCIPAL.

6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fail Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(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. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

8.7 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)
Office Seal
Name
Designation

Signature
(For & on behalf of the BIDDER/ Contractor)
Office Seal
Name
Designation

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