



Request for Proposal (RFP) document for Selection of System Integrator for Development, Roll out and Management of Unique Mobile Application with Backend Platform for the Government of Kerala

RFP Document No: KSITM/m-Governan/3/2015 dated 11-09-2015

Tender No: 2015_KSITM_46728_1



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1 DISCLAIMER

The information contained in this proposal (RFP) document provided to the bidder, by or on behalf of the Director, Kerala State IT Mission, Information Technology Department, Government of Kerala or any of its employees or advisors, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Kerala State IT Mission, Information Technology Department, Government of Kerala, its employees or advisors to consider the business / investment objectives, financial situation and particulars needs of each bidder who reads or uses this RFP document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. The Director, Kerala State IT Mission, Information Technology Department, Government of Kerala, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

2 NOTICE INVITING TENDR/DATASHEET

Sl. No.	Description	
	<i>Mode of bid submission</i>	Online through e-Procurement portal at https://etenders.kerala.gov.in
1.	<i>Type of proposal required</i>	Technical & Financial (L1 will be the successful bidder, with the Technical bid used for screening)
2.	<i>Venue of pre-bid meeting</i>	Kerala State IT Mission, ICT Campus, Vellayambalam, Thiruvananthapuram
3.	<i>RFP Download Start Date/ Time</i>	12-09-2015
4.	<i>RFP Download End Date/ Time</i>	05-10-2015 3:00PM
5.	<i>Last date for receipt of pre-bid queries</i>	23-09-2015 12:00 PM
6.	<i>Date, time & venue of pre-bid meeting</i>	25-09-2015 11:00 AM
7.	<i>Last date for submission of proposal</i>	05-10-2015 3:00 PM
8.	<i>Date of opening of Technical Proposal</i>	08-10-2015 3:00 PM
9.	<i>Date of presentation by bidders</i>	Will be intimated at the time of opening
10.	<i>Opening of Financial Bids</i>	Will be intimated later
11.	<i>Duration of services</i>	36 months
12.	<i>Tender Fee</i>	Rs. 15,750.00
13.	<i>Earnest Money Deposit</i>	Rs. 1,50,000.00
14.	<i>Validity of the proposal</i>	180 days from the date of Bid Submission End date
15.	<i>Evaluation of the proposals & scoring criteria</i>	As detailed in the RFP document
16.	<i>Contact Person of the Kerala State IT Mission</i>	<div> <div>Arun Raj</div> <div>Syed Husni Jifri</div> </div> <div> <div>e-mail :</div> <div>arunr.ksitm@kerala.gov.in</div> <div>husni.ksitm@kerala.gov.in</div> </div>
17.	<i>Name & address where queries/correspondence concerning this RFP is to be sent</i>	The Director, Kerala State IT Mission, ICT Campus, Vellayambalam, Thiruvananthapuram - 695 033

3 GENERAL TENDER TERMS & CONDITIONS FOR E-PROCUREMENT

This tender is an e-Tender and is being published online for the selection of System Integrator for Development, Roll out and Management of Unique Mobile Application and Backend Platform for the Government of Kerala. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://etenders.kerala.gov.in>). Prospective bidders willing to participate in this



tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in <http://etenders.kerala.gov.in>

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-257 7088, 257 7188, 257 7388 or 0484-233 6006, 233 2262 or 0497-2764788, 0497-2764188 - through email: etendershelp@kerala.gov.in for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document
- ii. **Pre-bid meeting:** On 25-09-2015 at 11 AM @ Kerala State IT Mission, Thiruvananthapuram
28-09-2015
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid

- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section

C). Documents Comprising Bid:

- (i). **The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):**

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- i) Letter of Proposal as per Annexure A
- ii) Power of Attorney for signing the proposal as per Annexure B
- iii) Undertaking regarding the bid as per Annexure D
- iv) Scan of all supporting documents, as applicable, as mentioned in Section 7.3 of this RFP document

The department do not take any responsibility for any technical snag or failure that has taken place during document upload. Requests for extension of tender pertaining to this reason will not be entertained.

- (ii). **The Second Stage (Financial Cover):**

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid (BoQ) should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

D). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of Rs. 15750/- and Earnest Money Deposit or Bid Security (EMD) of Rs. 1,50,000/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

- i. **State Bank of Travancore (SBT) Internet Banking:** If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- ii. **National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT / RTGS payment should done according to following guidelines:

- i. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- ii. **Account number as per Remittance Form only:** Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that

particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

- iii. **Only NEFT / RTGS Remittance Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT), Payments from NRE Accounts, SWIFT Transfers, IMPS or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.
- iv. **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. **UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. **One Remittance Form per Bidder and per Bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.



4 NOTICE INVITING REQUEST FOR PROPOSAL

[No: KSITM/ m-Governan/3/2015]

Request for Proposal (RFP) document for selection of System Integrator Development, Roll out and Management of Unique Mobile Application and Backend Platform for the Government of Kerala

The Director, Kerala State IT Mission, Information Technology Department, Government of Kerala invites RFP for Development, Roll out and Management of Unique Mobile Application and Backend Platform through the *e-procurement system of the Government of Kerala*, as per details given below :

Sl. No.	Name of Work
1.	Development, Roll out and Management of Unique Mobile Application and Backend Platform for the Government of Kerala

1. The documents may be downloaded from the website <https://www.etenders.kerala.gov.in>
2. RFP shall be accompanied with Earnest Money (EMD) of **Rs. 1,50,000 /- (Rs. One Lakhs and Fifty Thousand only)**, deposited through the e-payment system in the e-procurement portal of the Government of Kerala, <https://www.etenders.kerala.gov.in>. A bid will not be considered, if not accompanied with EMD.
3. Application for this RFP supported by prescribed annexure shall be submitted through the e-procurement portal of the Government of Kerala. The bid applications will be received till **05-10-2015 3:00PM**.
4. The bidders are advised to keep visiting the e-Procurement Portal of Government of Kerala (www.etenders.kerala.gov.in) from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the RFP document complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
5. Kerala State IT Mission, reserves the right to verify the particulars furnished by the



bidder independently. If any information furnished by the bidder is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in the Information Technology Department, Government of Kerala.

6. Kerala State IT Mission reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable.

5 BACKGROUND INFORMATION & PROJECT PROFILE

Kerala State IT Mission is an autonomous nodal IT implementation agency for Department of Information Technology, Government of Kerala which provides management support to various IT initiatives of the Department. M-Governance project in Kerala is perhaps the first comprehensive project of its kind undertaken by any state in the country. The vision of m-governance project is to build or showcase solutions and applications which will be the benchmark in M-governance services across the world.

M-Governance or Mobile Governance involves the utilization of all kinds of wireless and mobile technology services, applications and devices for Governance. M-Governance, initiated by Kerala State Government, has started with the aim to utilize the strengths of Mobile penetration in the State using the concept of "always-on" connection for the delivery of government services to common people. And there by offers various government department services through mobile phones accessible to the citizens in the field, in the street, at home or other convenient locations on a 24 X 7 basis, rather than the users having to visit government offices or log on to the internet portals to access services. An encapsulated and comprehensive integrated Service Delivery Platform is being created and integrated with the e-Governance infrastructure, for enabling m-Services of various Departments in a "Plug and Play" fashion. The m-Governance Service Delivery Platform (SDP) includes an uniquely branded, easy to remember ShortCode 537252 (KERALA) the citizen has to remember the spelling of Kerala and type it in non-qwerty mobile keypad, which is the single touch point for availing many m-services of different State Government Departments.



SECTION 1

6 SCOPE OF WORK AS PER THE RFP

The sustainable growth of every State depends on the service delivery of every governmental application to the general public in an effective manner. The e-Governance and m-Governance applications provides transparent, affordable and efficient public service delivery right to the hands of citizens.

To effectively achieve the concept of “Digital Kerala”, it requires to have a very well integrated approach to effectively channelize the data from every e-governance and m-governance application into a common platform. This enables each and every application which requires inter-departmental transactions or information that can interact in a secure manner and effectively channelize the data to the public facing applications irrespective of the delivery platform.

The Mobile Governance strategy got easily inculcated in the State of Kerala due to its high tele-density, smartphone penetration and literacy rate. The existing M-Governance resources have been used to almost full capacity and it is required to make further investments for expanding the reach of M-Governance. The high rate of literacy and high level of smartphone growth rate provides ample scope for raising the M-Governance Project to the next level, as both internet based, text based and Interactive voice based services are acceptable to the masses. The Scale-up is utmost required so as to ride the wave of the Next Generation Mobile Devices and Next generation Networks, which offer 3G and 4G bandwidth. It opens up new vistas for next generation Government Services, which was hitherto dreamt of.

6.1 OBJECTIVE OF THE RFP

This RFP’s objective is to develop and roll out a unique multi-platform mobile application which can also integrate with the m-governance platform services like SMS, USSD, IVR etc. The mobile application is envisaged to encompass the citizen centric e-governance applications through mobile platform. The application should enable connectivity to existing e-governance applications through various modes of data sharing such as API, File sharing, Content Management Systems, File based sharing, Database connectivity and any other.



Government of Kerala has about 42 departments and about 100+ PSU's. For phase 1 implementation, KSITM has identified about 75 transactional services which can be mobile enabled has about 35 informational services which can be launched in the Phase I of the project.

The major aim of this project is to m-enable a citizen for all kinds of interactions and services with the state government in a fast, seamless and cost-effective manner. The project envisages an inclusive approach to service delivery by uniting the departments to deliver the citizen centric services through a single application.

The mobile application platform will be a shared platform for all the government departments and PSU's. This will avoid duplication of infrastructure, development, management and maintenance for various applications if developed individually by departments.

The proposal for developing a Single and Unique Mobile Application for the state has been approved by the Apex Committee for E-governance chaired by the Chief Secretary and had mandated that the citizen centric applications of all departments should be delivered through the single application developed by KSITM.

The Services can be categorized as Transactional and Informational Services. Examples of transactional services are Electricity Bill Payment, Ticket Booking etc. In Informational services, there are two categories

- i. Text Informational services which can be updated through CMS
- ii. Dynamic Informational services like Status of Complaint, Status of Certificate Issuance, Motor Vehicle Fine amount etc.

6.1.1 *The major aspects of the mobile application and its related platform services are:-*

- ❖ Single mobile application which is cross-platform and has a categorized approach for various services
- ❖ Application to be deployed on Android, IOS, Windows, Blackberry and also as mobile website.
- ❖ Basic Registration module to capture the user details and facility to capture additional data for various service registration
- ❖ Utilize the API services provided by the m-governance platform services like SMS, IVR, USSD, Missed Call etc.



- ❖ Enable various payment instruments like credit cards, Bank Accounts via NPCI, prepaid card, mobile wallet, operator billing.
- ❖ The backend infrastructure of the mobile application should seamlessly integrate connectivity and data sharing to other applications through API, File sharing, CMS, plugins etc.
- ❖ The solution should be interoperable, flexible and scalable. The solution must be based on open standards implementation to facilitate scalability, migration, easy adoption, management of services,
- ❖ Inbuilt checks & balances to be available in the system to avoid unauthorized access
- ❖ The server infrastructure will be provisioned by KSITM for the Phase-1
- ❖ The deployment of the application in the servers and related components shall be the responsibility of the selected bidder.

6.2 PROPOSED SYSTEM ARCHITECTURE:-

The proposed system is divided into two major parts

6.2.1 The Mobile Application

The Mobile Application is the interface to the services for a citizen. The citizen is unaware of any backend operations. For him, the mobile app is the gateway to all governance services.

- ❖ The mobile application must be based on hybrid development technologies
- ❖ Mobile application should be multi-lingual. It should have support for English, Malayalam and Hindi in app and API services
- ❖ The User Interface (UI) design must be unique, simple and as well as elegant
- ❖ The UI should have a signature design pertaining to Digital Kerala concept
- ❖ Design concepts like Flat Design, Layered Approach etc shall be incorporated
- ❖ The application should support gesture features
- ❖ The application preferably should have thumb-focused interaction
- ❖ The application should preferably integrate swipe gesture features



- ❖ The application should support Push Notifications
- ❖ The mobile application must support multiple authentication mechanisms
- ❖ The mobile application must be able to securely communicate to the backend infrastructure using standard, secure mobile friendly technologies such as XML, JSON etc.
- ❖ The various e-governance services are categorized and the app must have drill-down approach in selecting the services
- ❖ The application should support data caching for smooth operation of informational services even when data connection is unavailable
- ❖ The application should support geo-location services and push notifications
- ❖ The application should communicate with the backend platform for API integration and other functions detailed in the sections below.

6.2.2 The Backend Platform

The backend platform provides an integration layer between the mobile application and the various services delivery gateways, e-governance applications etc. The backend platform will have Content Management System for informational services, various functional modules, Mobile Application Management, Mobile Device Management, Push notification including Emergency Push Services.

Unified Communications Module

The Communications Module will be the entry point for all the channels to interact with the rest of the components – SMS Server, IVR, web Portal, Mobile application and Government Portals using the protocol supported by various applications. The Communications module should have the provision to adopt any message format or device in the future. The module shall support at a minimum SMPP, UCP, HTTP, HTTPS, ISO 8583, Web-Services (SOAP, REST) protocols. The UCM will have minimum logic and will transfer the incoming message to the appropriate Service Delivery module using a common interface protocol defined by the applications after verifying the data, the UCM may interface with other module for verification / authentication of the message before passing it on to the next module for further processing. Similarly all the outgoing messages will pass through UCM, UCM will

translate the message in the appropriate format before sending it to the mobile / external device.

Security and Authentication Module

Mobile governance platform need to support multi-level security and authentication process. Departments may choose to use one or more methods to authenticate the user and verify the transaction authenticity and consistency. The module is responsible for authenticating the user as defined by the various transition types. The module will also verify the mobile number, check for the registration of the user, verify the PIN, Biometric, One-Time-Password, check for consistency of the message, check for repeat attack on the server.

The SAM must have the ability to interact with external systems to carry out necessary security and authentication checks as required and defined by the system (eg. Verify biometric based on UID by calling UID's Authentication API, LDAP authentication, e-Praman etc). The SAM may also be required to carry out encryption and decryption of the information by calling external API. Security module will also be responsible for checking various roles and permission associated with the activity.

Content Management System

The Content Management system is one of the core components of the backend infrastructure. CMS must facilitate creation of content using intuitive forms while taking advantage of enterprise-class content modeling, validation, workflow, rules and behaviors. There should be provision to assign roles to content manager users so that everyone can work together securely and efficiently. The publishing of the content to mobile app will be after putting it through an approval workflow process. The CMS should support preview of the content on so as to confirm how it appears on devices. The CMS should support custom form designer and in-context editing. There should be predefined templates for content which can be easily selected and published with minor modifications.

Transaction Management



This is the core transaction management module of the platform, all the messages will be routed through transaction management platform for further processing, transaction management will interact with external systems for verification & presentation of the information, will interact with payment module for handing over the information to for payment processing, will interact with department / merchant module, customer/citizen profile module and other modules for various types of verifications. Transaction management will also be responsible for calling business rules API for checking various business rules as well as with service charges module for calculation of transaction charges prior to sending the transaction for further processing.

Business Rules

The platform needs to support a comprehensive, configurable business rules engine to cater to various business requirements. The transaction manager will interact with business rules engine before processing the transaction. The business rules module need to support intra business object as well as inter-business object rules. Setting up of business rules, reporting on failed / passed business rules and transactions as well as analysis to measure the effectiveness of business rules by effectively integrating it with transaction management and other modules of the platform need to be essential part of the business rule module.

The business rules engine may also need to calculate convenience fee for payment or any other type of transactions.

The business rules engine may also need to have ability to post the transactions in real time or in batch with ability to detect and retry posting.

System and Transaction Alerting Module

The system should have the ability to alert other system components, users, administrators upon occurrence of certain activity or event, the module should have the ability to define rules to detect the occurrences and provide alerting to various types of users.

Few examples of alerting are given below

- A. Upon reaching a certain transaction milestone – send informational message to the authorities



- B. Alert the system administrator as well as program management unit when the transaction failure rate goes up by X%
- C. Alert system administrator as well as designated officials upon sudden spike or decline in transaction activity
- D. Alert system administrator on failure of a system component or upon abnormal behavior of a certain system component

Transaction Logging & Audit Control Module

The system need to support extensive, configurable, traceable transaction logging & audit control.

Transaction logging involves life-cycle details of the transaction with information about each and every process step. The module should have the ability to configure not logging of certain data elements (ex. Credit Card details, mPIN, Biometric details) as well as the ability to turn-off or turn-on either partial or complete logging. The module need to log all the API calls to the external system with reference data and date-time stamp as well as all the API calls into the system with reference data and date-time stamp. Another aspect of transaction logging is error detection, logging and propagation to the appropriate level after mapping the external error message to the platform specific error message to effectively communicate to the citizen. A graphical user interface to show the life cycle of the transaction with the necessary details is a necessary requirement of the logging module.

The audit control module serves the purpose of tracking any changes to the system configurations. The module needs to have ability to configure various elements of the system like data base tables, UI, functional flow, parameters at various levels. The system need to provide user interface to setup the audit control parameters as well as generate the necessary reports to monitor and track the changes to the system configuration.

Payment Module

Payment and Banking using mobile phone is an integral part of the comprehensive mobile governance platform. The payment module of the mobile governance platform needs to support various payment instruments allowed by RBI. The module needs to be intelligent enough to route the authorization request to the appropriate payment processing/gateway unit. The platform at a minimum need to support processing of mobile payment transactions using credit card, debit card, prepaid card, e-Treasury mobile wallet (also known as semi-closed wallet) issued by authorized private companies/payment banks, bank account with direct connectivity to bank, bank accounts



via NPCI network, cash payment at Akshaya, FRIENDS or other centers setup by Govt of Kerala for citizen centric services. The platform must also support operator billing integration where by the services can be charged to the mobile bill of the consumer.

The payment module will have to be integrated with various banks' payment gateway, various Telco's semi-closed wallet, other authorized private player's wallet, various banks, NPCI. The payment module needs to support communication based on ISO 8583 message format, http/ https based communication or any other industry standard protocol as required by the banking / financial institutions. The payment transactions need to fully comply with Mobile Banking & Payment Guidelines published by RBI.

Service Management

One of the important aspects of mobile service delivery platform is effectiveness in m-enabling various departments and businesses. Service management module helps enable various department services on mobile, the module should provide a self-service portal for administrators and departments to manage services, enable / disable various channels, view status of services. Some of the key features of this module are

- A. On-board the department / business
- B. Department / Business profile management
- C. Service Definition including channels, type of service (informational, payment, data capture)
- D. Integration with campaign management module
- E. List of services and status of each service

This module needs to integrate effectively with the integration module which is responsible for exposing the APIs for departments to consume. The APIs should use SOAP or REST protocol and the data exchange using XML. The service management module must support the ability to configure various messages (SMS, USSD, IVR, http/ https based) to be delivered to the recipient and the departments should have the ability to configure messages in the system. The SMS, USSD and IVR API's are available from the m-governance platform services.

Department Self Service Module

The platform needs to provide self-service management facility to departments, businesses, program management unit and administrators to manage various activities of the mobile governance platform. The entire process need to follow role-based delegation model. Various activities like on-boarding the department and services, management of business rules, mobile device management services,



transactional reports etc. need to be serviced using a user friendly interface. As much as possible a template based approach should be used to enable services across various channels.

It is important to note here that anything that is available via user interface (Mobile Web, IVR, USSD etc) shall be available as part of programmatic interface (API). The programmatic interface shall help enable newer technologies with minimum of re-work.

Analytics, MIS Reporting and Dashboard

Analytics must be an integral part of the backend system. The analytics information must be made available in the department self-service login as well as the Administrator logins. The analytics should include Audience Reporting, Cohorts Reporting, app-specific metrics, dimensions, screen views, sessions and custom reporting which collectively designed to understand user acquisition, behavior, and conversion. The analytics module must be able to track and measure activities like downloads, in-screen activities, and service usage.

The platform need to provide extensive parameterized reporting facility for both department users and administrators to run various reports from time to time.

The reporting module need to have the capability to configure event based or time based reports. These reports need to be delivered via multiple channels like push reports in email, on-demand through browser, downloadable in XLS or XML format, tablets, ipad and other similar technologies, mobile device. The reporting module needs to support various formats including HTML, XML, PDF, XLS, and CSV.

The multi-dimensional report with drill-down capability will need to support dimensions like departments, time, district, city, taluks, service category, channels.

Integration with map and display of real time activity on the map in the form of points on the map, detailed location details, directions and other information useful for display of executive dashboard needs to be supported.

Application Integration Module

The mobile governance platform needs to provide well defined, open standards based, well published APIs for various entities (departments, business, developer community) to consume and integrate with the platform. In order for the mobile governance platform to enable services, the platform needs to be integrated with various department's IT services (two way integration where mobile governance platform calls department API and department API calls platform API), the information exchange can be either push or



pull based depending on the need. The application integration layer should provide a step by step process for the departments to integrate with the mobile governance APIs to m-enable their services. Similarly, the platform need to provide a step by step process for the departments to develop standards based open API. At a broad level the platform shall have Pre-Processing API, Post-Processing API and Business Logic API (which may be broken into business logic and payment API wherever required).

Apart from open standards based web-services, the integration module should support data exchange based on XLS, XML, delimited text and other acceptable and widely used formats. The integration module should also provide a on line and batch mode integration facility. Integration with popular social networking sites like Facebook, Twitter and Google+ using the published API as well as integration with LDAP mail server would be considered as desirable features. Any new service enabled on the platform will need to be notified/popularized via Twitter, Facebook, Google+ or any other social media platform. The integration module will need to be integrated with state and national portal / platform and E-Taal for transaction reporting.

Functional & Data Security

The mobile governance platform needs to provide comprehensive functional and data security. The functional security can be achieved by enabling role and permissions based delegation model. The data security can be achieved by business logic or by way virtualization of the data. Both functional security and data security need to be configurable modules of mobile governance platform. The platform may need to import the data from external systems (department systems), store it and make it available for various other services.

The data security framework must support on-device encryption, secure client/server communication, tunable level of access controls. The platform must support Integrity checks for requests from devices and mobile web. The platform and the mobile app must be ensure that security policies are in compliance to PCI SSC (Payment Card Industry Security Standards Council).

Usage Profile and Personalization

The users of the mobile governance service should be able to detect and use the service in an effective manner. The platform should have the ability to group and present the service intelligently. The grouping of services need to support various parameters like District, Category of Service, Department, Usage, Awareness need and many such parameters. The platform should look at the usage at an aggregate as well as at an individual level. The presentation of these services across channels (modes of communications) may need to be

monitored, managed and altered depending on various parameters as decided by KSITM in consultation with various departments, the usage profile module should have the ability to configure, detect and act on these configuration parameters.

The application should have provision for personalization of services both from user end and admin end. The user should have provision to add services to favorite category. The personalization should be manageable on the basis of demographic details also like locality, area, district etc.

Customer Support & SLA Monitoring

The selected agency is required to provide Help Desk module for customer support function, Application Management Module for Application Management and SLA Monitoring. The Help Desk module shall be used by the selected agency to manage the customer ticketing and life cycle. The module shall have the ability to log tickets via portal, email or various mobile channels (SMS, IVR, USSD, Mobile Web), appropriate alerting / communication to the citizen or the ticket filer is critical part of the help desk functionality.

The SLA monitoring tool shall have the ability to track the SLAs as described in the RFP at a minimum, the monitoring tool shall have the ability to generate the necessary reports and also calculate the penalties if any. The SLA monitoring tool shall have the ability to export or import the necessary data.

The application monitoring tool shall help the selected agency and KSITM manage and monitor the platform and related components of the platform effectively. The tool shall monitor the services, unified portal as well as reporting is a necessary aspect of the application management tool. The module shall have the ability to integrate with external monitoring tools if required.

Billing Module

A Subscription/Billing Management module needs to be designed and implemented. The System should have the capability to provide Subscription/Billing Management for based on the number of Services. The system should have the facility for the Subscription and Un-subscription through a wide range of modes such as SMS, USSD, IVR, OBD, Web, etc. Additionally, the system should have the capability / features which allows the Administrator of the system to do Activations / Deactivations of Services in Bulk (Multiple Mobile Numbers in one step). The system should have a set of Generic Subscription Management Rules.



6.1.3 Some additional non-functional requirements are also specified below:-

[A] User Access Management

- (1) It should provide access to functions within modules restricted to authorized users
- (2) It should provide logging by unique user ID and password. Access to users should be restricted to different levels (*as program, module, transaction etc.*)
- (4) System should notify security administrator/competent authority of unauthorized access or attempted access and record in a log with reporting
- (5) System should provide multilevel security at admin, sub-account holders, etc.
- (6) System should allow for administration of system users including: (a) Adding new users (b) Deletion & Suspension of existing users (c) Modifying user profile & preferences
- (7) System should provide centralized repository of all identification and access control Data. Moreover, users should not be allowed to access the database directly

[B] Security

- (1) System should support configurable password policies including: Password expiry & Password history and reuse policy
- (2) Session limits must exist for the application. For each session type, there must be limits, i.e., the maximum time length of an idle session
- (3) The system should be capable of providing automatic timeout for user (i.e., log out)
- (4) The system should be able to allow definition of rules for password composition and password encryption
- (5) The system should have the option to encrypt the data stored in the database and there should be back-up and recovery of the data also

(C) Availability



- ☒ The system uptime should be 99.9 % all the day
- ☒ The dashboards, management and analytics platforms & its related components need to be available for 98% of the time

(D) Scalability & Robustness

The solution should be highly scalable and robust which should be capable of delivering high performance as & when transaction volumes increases without compromising on the response time

(E) Audit Trail

1. The system should allow archiving of transactions. Audit trail of archival with time and date stamp, to be automatically maintained by the system
2. The system should allow recovery of data in case of hardware failure and data corruption. It should be able to perform recovery to a point of time, to known backup database
3. The system should ensure that the audit files are stored in un-editable formats
4. The system should be capable of providing Audit Trail
5. The system should enforce separation of duties between auditors and administrator
6. The system should provide direct access to the auditor's to view audit reports and should be able create custom reports
7. The system should have the ability to identify users that have exploited access privileges, identify root causes of conflicts and be capable of interrogating the security log

(F) Archival

- a. The system should be able to archive data, based on user specified parameters (i.e., data range) and restore archival data when required
- b. The system should support change in database and should able to retrieve the archived data

(G) Training



After successful implementation of the solution, the SI should provide comprehensive, hands-on training on the new system to the designated officers of KSITM, which should cover the following:

- a. Preparation of comprehensive training material
- b. Proper documentation of the entire process which can be used for training
- c. Any change request that has been implemented should also to be documented

All training materials to be finalized only after getting the approval of the competent authority in KSITM

K. Support

The SI has to provide 24x7 support and adhere to the SLA terms.

SECTION - 2

7 INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF PROPOSAL

7.1 Invitation to submit proposal

The Director, Kerala State IT Mission, Information Technology Department, Government of Kerala, invites detailed proposals from eligible organisations, through the *e-procurement system* of the Government of Kerala, for selection of System Integrator for Development, Roll out and Management of Unique Mobile Application with Backend Platform for the Government of Kerala.

7.2 General Instructions

The Director, Kerala State IT Mission intends to appoint a single entity for the assignment, anticipating completion of phase 1 of this project within **60 days** from the date of issue of the Work Order/signing of the agreement. However, The Director, Kerala State IT Mission shall increase or decrease the scope of services under the assignment as mutually agreed between the parties concerned

7.3 Pre-qualification criteria

7.3.1 The bidder should be a Company registered under Indian Companies Act 1956 (*Proof of same should be provided in the "Technical Cover" of the bid*).

7.3.2 The bidders should have minimum three years of experience in providing mobile applications development including backend platforms worth 10 lakhs each for 5 projects minimum.

(Copy of minimum five relevant Work Completion Certificate & Purchase Order from the respective Head of the institution to be submitted in the "Technical Cover" of the bid)

7.3.3 Scan copies of the valid Registration of the Firm, License No., PAN No. of the firm to be attached in the *"Technical Cover"* of the bid

7.3.4 The bidder should have a fully operational office/support office in Kerala at the time of submission of this bid/award of contract, that should function in the



duration of the contract that will originate out of this RFP. In case the bidder does not have the office at the time of submission of the bid, they should provide and undertaking that the office will be setup before signing of the contract the contract is awarded.

- 7.3.6 The bidder should be well versed in developing Web and Mobile Technologies. *(Details of major work orders/work completion orders from Government/Autonomous Bodies/PSUs, list of Engineers/working platform etc. to be submitted as proof in the technical cover of the bid)*
- 7.3.7 The bidder should not have been blacklisted by any Government department, organization, entity etc. *(An undertaking to be submitted to this effect by the Bidder in the "Technical Cover" of the bid)*
- 7.3.8 The Bidder should have experience in consulting, designing, developing & implementing mobile application with backend solutions &/or software etc. *(Supporting documents to be attached in the "Technical Cover" of the bid)*
- 7.3.9 The bidder should give commitment to deploy a Project Manager in this project who has steered at least two mobile governance projects above 10 lakhs value in the last three years. *(Undertaking on the same should be submitted along with the technical cover, giving name & other details including project manager CV)*
- 7.3.10 The bidder should have in place an effective mechanism to address & redress the various issues on 24 x 7 basis *(Details of the support mechanism to be given in the technical cover of the Bid)*
- 7.3.11 The bidder should furnish its standing & goodwill through customer satisfaction certificates from its clients to whom services have been provided in the past *(Minimum 3 such client certificates on successful project completion & satisfaction should be submitted along with the technical cover)*
- 7.3.12 The Company should have a turnover minimum of Rs.5 crores in each of the last three financial years. *(Proof for the same should be submitted in the technical cover of the bid)*

7.3.13 Kerala State IT Mission reserves the right to carry the capability assessment of the bids and KSITM's decision shall be final in this regard

7.3.14 Exemption for Startup Companies on submission of a certificate of authorization from CEO, Kerala Startup Mission certifying the capability of the startup

1. Pt. 7.3.2 regarding minimum experience of three years is relaxed to 1 year in mobile applications development including backend platforms worth 10 lakhs each for 5 projects minimum.
2. Pt. 7.3.12 regarding turnover is exempted for Startup Companies

- Kerala State IT Mission intends to adopt a *two cover bidding* process for selection of eligible bidders for the assignment, as per the Scope of Work set out in **Section 1** of this RFP document
- The proposals received from eligible bidders shall be evaluated on the basis of the criteria set out in this RFP document. The bidder shall be responsible and pay for all of the costs associated with the preparation of its proposal and its participation in the bidding process
- The Successful Bidder is required to enter into an agreement with Kerala State IT Mission. The charges payable to the successful bidder by Kerala State IT Mission shall be in the manner as set out in the said agreement
- The period of engagement of the successful bidder will be 36 months, effective from the date of go-live of the solution, including warranty and O & M phases (*described elsewhere in the document*). Any extension beyond the 36 months should be mutually agreed to between the successful bidder & Kerala State IT Mission with adequate modifications in the pattern of payment disbursement. The bidder shall propose the O & M rates for the 4th and 5th year
- The proposal submitted by the bidder shall remain valid for a period not less than 180 days from the Bid Submission End Date. Kerala State IT Mission reserves the right to reject any proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent

7.4 Earnest Money Deposit (EMD)

- (a) Bidders shall remit along with their Bids, EMD of Rs. 1, 50,000/- (Rupees One Lakhs and Fifty Thousand only), through *the e-payment portal* of the Government of Kerala e-procurement portal along with the tender fee of Rs. 5,250/- (Rupees Five Thousand two Hundred and Fifty Only)
- (b) EMD of all unsuccessful bidders would be refunded by the Director, Kerala State IT Mission once the bidder is notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in 'Form A-1'
- (c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without interest
- (d) The bid/proposal submitted without EMD mentioned above, will be summarily rejected
- (e) The EMD may be forfeited:
 - ☐ If a bidder withdraws its bid during the period of bid validity
 - ☐ In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP

7.5 Clarifications & amendments to RFP documents

- 7.5.1 Bidders may request a clarification of any of the issues related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing/by e-mail to the address indicated in the Data Sheet. The responses of the Kerala State IT Mission will be uploaded in the website (<http://etenders.kerala.gov.in>), without identifying the source of inquiry
- 7.5.2 At any time before the proposal due date, the Director, Kerala State IT Mission may, whether at his own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (<http://etenders.kerala.gov.in>) only. Such amendments shall be binding on all the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the



Director, Kerala State IT Mission may at his discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a corrigendum in the e-Procurement website only. In case there is a substantial change in RFP, the Director, Kerala State IT Mission will publish the revised RFP. Revised RFP will also be uploaded in the website (<http://etenders.kerala.gov.in>) only and the same should be submitted by the bidder. As such, the bidders are advised to closely follow the aforementioned website, for probable developments w.r.t RFP

7.6 Conflict of Interest

7.6.1 Kerala State IT Mission requires that selected bidders under contracts provide professional, objective and impartial advice and at all times, hold his interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to the Director, Kerala State IT Mission, or that may place them in a position of not being able to carry out the assignment in the best interest of the Director, Kerala State IT Mission. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:-

- i) If a bidder combines the function of consulting with those of contracting and/or supply of equipment, services etc.; or
- ii) If a bidder is associated with or affiliated to a contractor or manufacturer; or
- iii) If a bidder is associated with or affiliated to or combines the function of consulting involved in any aspect of implementation of Qualitative, design for the projects under this assignment
- iv) If a bidder is owned by a contractor or a manufacturing firm for the project under this assignment, offering services as bidders for services or supply under this project, the bidder should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the bidder will limit its role to the scope of the present project and disqualify itself and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this

assignment (including bidding or any part of the future project). The contract with the bidder selected to undertake this assignment will contain an appropriate provision to such effect

7.7 Transparency

Kerala State IT Mission, requires that bidders observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, Kerala State IT Mission:

- i) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the current selection process or in contract execution;
 - (b) “Fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “Collusive practices” means a scheme of arrangement between two or more bidders, designed to influence the action of any party in the current selection process or the execution of a contract;
 - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property, to influence their participation in the current selection process, or affect the execution of a contract; and
- ii) Kerala State IT Mission, will reject a proposal for award if it is determined that the bidder recommended for award as per the current selection process has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- iii) Kerala State IT Mission, will sanction a party or its successor, including declaring ineligible either indefinitely or for a stated period of time, such party or successor from participation in KSITM-financed activities if it is involved at any time in collusive or coercive practices in competing for, or in executing, a KSITM-financed contract; and

- iv) The audit conducted shall be restricted to the physical files of this Agreement only and shall be subject to client agreeing to maintain confidentiality of these documents. Any third parties employed by the client to conduct audit shall not be a competitor of bidder and shall agree to confidential obligations with bidder. Further the right to audit shall be available to the client during the period of this Agreement alone.

7.8 Performance Guarantee

The selected bidder shall furnish within 15 days of the date of issue of Letter of Intent (LOI), an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any Nationalized Bank for an amount equivalent to 5% of the order value of the current project. The Performance Guarantee shall remain valid for a period of 90 days beyond the scheduled date of end of agreement. The performance guarantee shall be submitted in Performa at Form A1

7.9 Contract Agreement

The selected bidder shall enter into and execute the **Service Agreement (Annexure C) and SLA** with the Director, Kerala State IT Mission, Information Technology Department, Government of Kerala. The Contract Agreement shall include the RFP document; copy of the Bank Guarantee for Performance Security; the minutes of the Pre-Bid meeting if any, all letters exchanged between the successful bidder & the Director, Kerala State IT Mission, before the date of execution of the Contract, Scope of Work, Contract Fee, Payment Schedule, Project Time Schedule, and other clauses like Indemnity Clause, Provisions for Modification of Contract; Termination of Contract; Confidentiality; Obligations and Liability of the Parties; Settlement of Disputes; Liquidated Damages; Representations, Warranties and Disclaimer; Force Majeure; Severability; Survival Clauses etc. The Contract will be executed within 30 days from the date of issue of Letter of Intent (LOI).

If the successful bidder fails to execute the contract within 30 days from the day of issue of Letter of Intent for any reason whatsoever, the successful bidder will be liable to compensate the Director, Kerala State IT Mission, with liquidated damages equivalent to 10% of the total estimated fee of the current assignment payable under the present agreement. It is hereby clarified that the LOI shall be issued only after all mandatory clearance at the Government of Kerala level and penalty shall be applicable only in case of delay solely due to the actions of the successful bidder.

7.10 Right of Rejection



Kerala State IT Mission, reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, Kerala State IT Mission reserves the right to accept or reject any proposal submitted by the bidders, and to cancel the RFP process and reject all proposal submissions at any time, without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidder the grounds for his action.

7.11 Disqualification

The Evaluation/Selection Committee may disqualify bids on account of but not limited to the following reasons:

- i) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the rates quoted
- ii) If the participant attempts to influence any member of the selection committee
- iii) Conditional bids

The decision of the selection committee (constituted for the purpose) in the matter of disqualification shall be final and binding on the firms.

7.12 Termination of Bid

- i) Against all expectations entertained by Kerala State IT Mission, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated
- ii) Kerala State IT Mission reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

7.13 Settlement of disputes

The decision of the Selection Committee appointed by the Director, Kerala State IT Mission shall be final & binding on participating firms. In the event of any grievance, the aggrieved party may make a representation before the Principal Secretary to Government, Information Technology Department, Government of Kerala, within 3 working days of the announcement of the successful bidder. The Principal Secretary to Government, Information Technology Department, Government of Kerala, will



decide upon the issue raised by said aggrieved party and will give his finding in writing within 15 days of receipt of said representation. The findings of the Principal Secretary to Government, Information Technology Department, Government of Kerala will be final and binding upon the aggrieved party. Any disputes arising out of the contractual agreement shall be subjected to the courts in the jurisdiction of Thiruvananthapuram District.

7.14 Additional Information

Kerala State IT Mission reserves the right to:

- i) Postpone and/or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at his discretion. In such an event, the bidders shall not be entitled to any compensation in any form, whatsoever
- ii) Reject or accept proposals; and
- iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee
- iv) This document is non - transferable

SECTION - 3

8 PREPARATION & SUBMISSION OF PROPOSAL

8.1 GENERAL

- i) The bidders must read the RFP document carefully and submit their bids in strict conformity with the requirements as given in the document, through the e-procurement portal of the Government of Kerala. The proposal and related correspondence and documents shall be written in English language
- ii) The bidders are advised to acquaint themselves with all information including risks, contingencies and other circumstances in execution of the work at their own risk, responsibilities and cost.
- iii) The bidders must submit the undertaking signed and stamped by the bidder's authorized representative, as token of having accepted all the terms and conditions of the proposal. Failure to submit the undertaking duly signed will be treated as non - compliance of the terms and as such bids will not be considered for evaluation - this is to be uploaded in the 'technical cover' of the bid
- iv) The successful bidder is expected to ensure that persons of proven ability and adequately qualified are only employed for the implementation and support & they work diligently. If Kerala State IT Mission finds any personnel not up to the mark, the selected agency shall withdraw such person(s) from its site and replace him/them by posting new ones. In case personnel resigns from his/their employment or is transferred to some other assignment, the selected agency shall immediately provide a substitute of equivalent caliber. The successful bidder shall not make any changes in the personnel designated as the key contact (for eg: PM of the project) without prior permission of Kerala State IT Mission
- iv) The bidders are advised to understand carefully entire scope of work and allied activities involved in the execution of the project
- vi) The bidders shall not make any corrections, additions or alterations in the terms and conditions of RFP document. In case any corrections, additions,



or alterations are made in the RFP document, such proposal shall not be considered

- vii) Kerala State IT Mission reserve the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof
- viii) The proposal must remain valid for a period of 180 days for acceptance from the date of submission of the bid
- ix) For the items including “scope of work”, the elaboration/description of work will not be ground for claiming additional fee or remuneration
- x) The proposal shall be submitted in two bids, namely technical bid & financial bid in separate covers, through the e-procurement system of the Government of Kerala
- xi) A conditional bid is liable to be rejected
- xii) The proposal on submission by the bidders shall become the property of the Director, Kerala State IT Mission

8.2 PREPARATION OF THE PROPOSAL

The proposal shall be in English language. The original proposal (Key submissions, Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal, before uploading into the e-procurement portal of Government of Kerala.

Bidder’s proposal (the proposal) shall consist of two covers :

Cover-1	Technical Cover
Cover-2	Financial Cover



The contents of the covers are set out below:

8.3 COVER 1: “TECHNICAL COVER”

The following documents **also** shall be submitted in *Technical Cover*:

- i) Letter of proposal in the prescribed format (Annexure A);
- ii) Power of Attorney for signing the proposal in the prescribed format (Annexure – B). [Board resolution ‘as authority to sign’ shall also be acceptable]
- iii) Undertaking regarding RFP (Annexure D)
- (iv) Scan of all supporting documents as applicable, as mentioned in Clause ___ ‘Pre-qualification criteria’ in Section 2 of this RFP document
- (v) Technical Solution including Implementation Plan, Datasheets of the proposed solution, Architecture Diagram and any other solution related documents

8.4 ENVELOPE 2: FINANCIAL PROPOSAL:

- i) Tenders are required to submit their Financial Bid quoting the fees as per BoQ published in e-Procurement Portal
- ii) The total amount indicated in the financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding.
- iii) The financial Bid shall take into account all tax liabilities including income tax and other direct taxes payable by the selected bidder and all payments shall be subjected to TDS as per applicable laws
- iv) Only Service tax shall be reimbursed separately at actual & as per prevalent rule at the time, upon production of documentary evidence and no other tax shall be reimbursed

The Financial proposal must be submitted by filling and uploading the BoQ sheet in ‘Financial Cover’ of the e-procurement portal of the Government of Kerala. Bidders shall use only Indian currency. The quote shall be inclusive of the cost of personnel, cost of hardware and software, all out-of pocket expenses, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes, cost to company, profits etc.



The Financial proposal shall be uploaded into 'Envelope -2' "Financial Cover" of the e-procurement portal of the Government of Kerala. If the Financial proposal is not uploaded by the bidder in the separate cover, this will constitute grounds for declaring both Qualitative and Financial proposals non-responsive.

8.5 PROPOSAL DUE DATE

- i) Proposals should be submitted on or before **05.10.2015, 3.00 pm** through the e-procurement portal of the Government of Kerala, in the manner and form detailed in this RFP document. Proposal submitted by any other means will not be accepted.
- ii) The Director, Kerala State IT Mission at his sole discretion, may extend the proposal due date

8.6 PRE-BID MEETING

A pre-proposal meeting will be held on 25.09.2015. All queries of bidders shall be submitted in writing/e-mail latest by 3.00pm on 23.09.2015. All queries & its reply would form part of the RFP document.

SECTION -4

9 EVALUATION AND SELECTION CRITERIA

The bidders will be evaluated on the basis of Technical bid, Financial bid and presentation, required to be made before a committee constituted by Government of Kerala for the purpose.

9.1 PRINCIPLES

There will be a marking system in two stages:-

- a) Pre-qualification and Technical screening *and*
- b) Financial bid : The L-1 bidder out of the technically qualified ones will be selected as the System Integrator
- c) Technical screening shall qualify for participation in the financial bid. The successful bidder shall be the lowest quoted financial bid subject to technical screening and satisfaction of other terms & conditions mentioned in this Request for Proposal

9.1.1 Technical Screening Criteria

9.1.1 **Technical Criteria:** Relevant experience, Appreciation of the task, Past performance, Management and Technical skills, Technical Specifications

9.1.2 Presentation

9.1.2 Technical Criteria

The criteria are relevant to the project, they are evaluated in a meaningful way and they are used to allocate a score to the tender submissions.

i) Relevant Experience



Previous experience of the firm needs to be assessed in relation to the required & intended outcomes of the project

Recent experience is more valuable than historic experience. The Company's previous experience in Technical areas comparable to the tendered project, the scale of past projects and the role undertaken within those projects will be considered.

Information required should include a list of relevant projects undertaken and for each project provide:

- Description and relevance to the tendered project/Role of the firm/Project cost/Duration of project
- Experience in preparation/implementation of large IT projects/mobile platform services etc. Firm is advised to devise its format with above mentioned headings and detail them as appropriate

ii) Appreciation of the task

Quality of executed work as certificate for: Getting timely completion of work/ extracting quality work from the vendors etc.

9.2 PRESENTATION CRITERIA

The procedures or innovative methods the firm proposed to use to achieve the specified end results, or the special processes detailed in RFP documents. The firm should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcomes.

The information required shall include the following:

Organization structure /Key performance indicators proposed/Technical Parameters proposed for the work at the execution stage/Quality standardization and testing plan /Work plan stages in detail, considering bidder is selected as SI & the project is to be awarded after proper tendering procedure

9.3 Financial bid (Price)



The price is the sum that the Kerala State IT Mission would be required to pay to the firm for the work & service provided. This must include all costs over the duration of the contract.

SECTION -5

10 TERMS OF REFERENCE & SCOPE OF SERVICES

10.1 TESTING OF PRODUCTS & SERVICES

The selected bidder after successful completion of development, rollout and also during the period of the contract may be from time to time as per the need of KSITM be required to advise on performing the end-to-end user acceptance testing, hardware and infrastructure acceptance, report and monitor performance benchmarks etc. The systems &/or applications for which these tests need to be performed would be mutually agreed by KSITM and the selected bidder, from time to time, as per the need and requirement of KSITM. All UAT have to be completed within a month after successful 'go live'. As part of the testing of products & services, the SI is expected to:

- (a) **Define the test strategy and methodology for:**
 - User Acceptance testing (UAT)
 - System integration testing
 - Performance Benchmark
 - Hardware, software and Infrastructure testing
 - Security testing services
 - Any other testing services required by the Director, KSITM
- (b) **Define the test case documentation and reporting framework**
- (c) **Define the test plans and test calendars**
- (d) **Define / review the test cases**
- (e) **Assist the Kerala State IT Mission Supplies in performing UAT & Hardware, Software and Infrastructure Acceptance testing**
 - Define the acceptance test criteria for the application
 - Agree and sign-off on the acceptance test process
 - Document acceptance test results and identify gaps
 - Prepare a deviation list
 - Work back Kerala State IT Mission, to ensure that the gaps are fulfilled and prepare reports
- (f) **Report, manage and monitor the performance benchmark exercise**



(g) **Management of the entire testing for :**

User Acceptance Testing
 Performance Benchmark
 Security and Vulnerability Audit

(h) User Acceptance and Performance testing shall mandatorily have the following:

- The size of the android app should be less than 15 MB
- Transaction processing capability with maximum response time less than 15 seconds between each requests.
- At least 3 different payment service testing without timeout of payment gateway
- Trigger SMS and IVR service from Mobile Application within 15 seconds of request.
- Status information service transaction within 15 seconds of request
- Any other test conditions laid down by KSITM

10.2 PAYMENT SCHEDULE

The contract shall be a rolling contract and a work plan review shall be carried out at the end of each quarter. The 1st & 2nd payments basically cover the hardware & accessories costs quoted, which will get completed with the successful completion of UAT of the entire system. Thereafter, payments on the software plus O&M portion of the quote shall be released as QGR, based on the satisfactory closure of the previous quarter's work plan; this will also be linked to the SLA conditions. As such, the table below shows the payment schedule in a nut shell:-

No.	Details of payment that will be made	Remarks
1 st payment	30% of the contract value	On successful Prototype Demo
2 nd payment	50% of the cost of contract value	After successful completion of UAT & 'Go live'
Equated QGR payments	During the period from 3 th month to 36 th month after UAT	QGR amount = (20% of contract value) 34

10.3 DISPUTE RESOLUTION / ARBITRATION PROCESS

The objective of any contract's dispute resolution mechanism is generally to achieve a workable business solution between the contracting Parties, before resorting to formal procedures, such as arbitration or litigation. KSITM & Bidders should attempt to resolve issues, should any arise during the course of the contract, prior to getting caught in legal issues. *There are various steps of informal dispute avoidance and resolution procedures. These may be considered for including in the contract agreement.*

10.4 PROJECT MANAGER OF THE SELECTED BIDDER

The selected bidder will take all necessary steps to designate a Project Manager of his core team. The Project Manager may not be replaced during the service agreement period except on any unavoidable circumstances, and with prior intimation to KSITM or as requested by KSITM.

10.5 DEPLOYMENT SCHEDULE

The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by KSITM in consultation with the selected bidder, as may be appropriate for efficient performance of services provided. The selected bidder shall make adjustment effective in the deployment schedule without delay

10.6 ADDITION OF NEW SERVICES

The project is visualized for 100 services for the rollout including transactional and informational services. The informational services are envisaged to be added to the application using the Content Management System and does not involve additional expenses other than O & M charges

The addition of transactional services involves code development and integration to third party services.

The payment model of new services is as below

Number of new services x (Quoted Value / 100)

11 ANNEXURE - A

Letter of Proposal

(In the letter head of the bidder)

Dated:

The Director,
Kerala State IT Mission,
ICT Campus,
Vellayambalam,
Thiruvananthapuram - 695 033

Sub: Request for Proposal for selection of Development, Roll out and Management of Unique Mobile Application and Backend Platform for the Government of Kerala

Sir,

With reference to your RFP document no: KSITM/m-Governan/3/2015, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.

All information provided in the proposal and in the Appendices is true and correct.

This statement is made for the purpose of qualifying as a bidder for undertaking the project.

I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

I/We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.



We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We certify that we have not been barred by any of the departments or agencies of the Government of Kerala or any other state government in India or Government of India (GoI), or any of the agencies of any state Governments/GoI from participating in its projects.

I/We declare that :

I/We have examined and have no reservations to the Bidding Documents, including any Corrigendum issued by the Authority;

I/ We do not have any conflict of interest in accordance with the RFP document;

I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

I/We understand that you may cancel the bidding process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to bid for the project, without incurring any liability to the bidders, in accordance with the RFP document;

I/We declare that we are not a member of any other firm submitting a proposal for the project;

I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense;

I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government;

I/We further certify that no investigation by any regulatory authority is pending either against us or our Associates who are working or related to the instant proposal and it is also certified that the current claims as arising elsewhere will not have as adverse impact on the ability to perform the services as contracted for in the instant engagement;



I/We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately;

I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the bidding process itself, in respect of the above mentioned project and the terms and implementation thereof;

In the event of my/our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same;

I/We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment;

The rate has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement etc.;

I/We also certify that we have remitted on-line through the e-tendering portal of the Government of Kerala (www.etenders.kerala.gov.in) the following (i) A non-refundable tender fee for an amount of **Rs. 15,700/- (Rupees Fifteen Thousand Seven Hundred and Fifty Only)** & (ii) An amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)** towards as a single payment through e-Procurement following the guidelines of e-Procurement

I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal due date specified in the RFP.

I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.



Yours faithfully,

(Signature of the Authorized signatory)

Name and designation of the of the Authorized
signatory

Name and seal of bidder

12 ANNEXURE- B

Power of Attorney for signing of proposal

Know all men by these presents, We, (*name of the firm & the address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (*name*), son/daughter/wife of and presently residing at, who is (presently employed with us/and holding the position of), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal in response to the ***Request for Proposal (RFP) document for selection of Agency for the Development, Roll out and Management of Unique Mobile Application with Backend Platform for the Government of Kerala***, but not limited to signing and submission of all applications, proposal and other documents and writings, participate in bidders' and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2015.



SERVICE AGREEMENT

This Service Agreement ("Agreement" or "Contract") is made on this the <Date> at Thiruvananthapuram, India.

BETWEEN

The Director, Kerala State IT Mission, having office at ICT Campus, Vellayambalam, Thiruvananthapuram – 695 033, Kerala, India

hereinafter referred to as '**Nodal Agency**', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<**Insert name of the Vendor**>, a Company incorporated under the *Companies Act* 1956, having its registered office at <**Insert the place of Registration / Incorporation**> (hereinafter referred to as '**System Integrator**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'

WHEREAS:

1. <Nodal Agency>is desirous to implement the project of m-Governance for <Insert the type of project>.
2. In furtherance of the same, <Nodal Agency>undertook the selection of a suitable System Integrator through a competitive bidding process to assist in and in this regard issued Request for Proposal (RFP) dated 2015



3. The successful bidder has been selected as the System Integrator on the basis of the bid response to the aforementioned RFP, to advise on

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions and Interpretation (Clause 0)

In this Contract, except where the contrary intention is expressed, the following definitions are used:

1.1 Definitions

Agreed terms	Clauses 1 to 27 of the Agreement which set out terms & conditions agreed by the parties
Auxiliary Material	Any material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes: Third Party Material; Any modifications that may be required; error corrections or translations to that material; or derivatives of that material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying material
Business Day	For receiving a notice, a day that is not a Second Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and for all other purposes, any day that is not a Second Saturday or Sunday or a national public holiday throughout India promulgated in the official gazette.
Business Hours	from 10.00am to 5.00pm on a Business Day at the place where the Services are to be provided, unless specified otherwise
Commencement Date	The date on which this Contract commences
Confidential Information	Information that is by its nature confidential; and is designated by a party as confidential; or a party knows or ought to know is confidential, but does not include: information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation
Contract	This agreement between the Nodal Agency & the System Integrator, as amended from time to time in accordance with clause 0, and includes its schedules and any attachments.
Contract Details	The details set out in this RFP
Contract Period	The Initial Contract Period plus any extension in accordance with

	clause 0
Companies Act	The Companies Act 1956
Deliverable	Any Contract Material or other item to be supplied by the System Integrator under this Contract
Documentation	The documentation to be provided by the System Integrator
Harmful Code	Any virus, disabling or malicious devise or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other Qualitative mechanism that is included to manage the proper use of any software
Initial Contract Period	The period of time for which this Contract is intended to continue initially
Intellectual Property Rights	All intellectual property rights, including but not limited to, the following rights: patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names; any application or right to apply for registration of any of the rights and all rights of a similar nature to any of the rights in paragraphs which may subsist in India or elsewhere, whether or not such rights are registered or capable of being registered
Law	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in India, whether made by Central Government or the State or Union Territory
Losses	Liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party)
Material	Any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights
Milestone	Any fixed date to be met by the System Integrator in performing any of its obligations under this Contract, as specified in the Statement of Work
Notice	A notice, demand, consent, approval or communication issued under this Contract
Performance Criteria	The requirements set out in the Statement of Work for each Service and Deliverable

Personnel	In relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the System Integrator, of a subcontractor
Project Directors	Project Directors appointed by each Party are authorized personnel who provide the interface between the executive management of the respective Parties
Schedules	The schedules to this Contract
Service Charges	The charges payable to the System Integrator as part of agreement due to this RFP
Services	The services to be provided by the System Integrator, as specified in the Statement of Work and includes the supply of the deliverables
Specified Personnel	The System Integrator's subcontractors and personnel
Statement of Work	the details of the work/services to be performed under this Contract
Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights
Warranted Materials	The Auxiliary Material provided by the System Integrator, the deliverables and Contract Material

1.2 Interpretation

In this Contract, except where the contrary intention is expressed:

- a) the singular includes the plural and vice versa, and a gender includes other genders;
- b) another grammatical form of a defined word or expression has a corresponding meaning;
- c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e) a reference to rupee or Indian rupees to the Indian currency;

- f) a reference to time is to the time in the place where the obligation is to be performed;
- g) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- j) a word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
- k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- ~~o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;~~
- p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- q) headings are for ease of reference only and do not affect interpretation.

2. Priority of Contract documents

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- a) Agreed Terms;
- b) Schedules;
- c) any attachments to the Schedules; and
- d) Documents incorporated by reference in this Contract
- e) RFP document and its corrigendum
- f) Proposal submitted by the bidder

3. Duration of Contract

3.1 Contract Period

This Contract begins on the Commencement Date and continues for the duration of the Contract Period unless terminated in accordance with clause 0 or 25. The initial contract period shall be for a period of 36 months subject to condition of Performa approval & conformity to SLA.

3.2 Option to extend Contract Period

- a) The Initial Contract Period may be extended by the Client for further period(s), as mutually agreed, on the terms and conditions then in effect, by giving written notice to the SI. Such notice must:
 - i. be at least 30 days; or
 - ii. such other period (Option Notice Period), before the end of the current Contract Period
- b) Any extension exercised in accordance with this clause 0 takes effect from the end of the then current Contract Period

4. Services to other Agencies

4.1 Obligation to provide Services

The SI offers to provide the Services to any Nominated Agency in accordance with the requirements set out in this clause 4.



4.2 **Separate contracts**

Each Agency Order Form agreed with the SI in accordance with this Contract will create a separate contract between the SI and the <Nodal Agency> for the supply by the SI of the requested Services to the Govt. Agency. For the sake of clarity, the terms and conditions governing each such separate contract will be the same as the provisions of this Contract.

5. ***General obligations of the parties***

The parties will, at all times:

- a. act reasonably in performing their obligations and exercising their rights under this Contract;
- b. diligently perform their respective obligations under this Contract; and
- c. work together in a collaborative manner.

6. ***Provision of Services***

6.1 **Service obligations**

The SI must supply the product and Services:

- i. with due skill and care and to the best of the SI's knowledge and experience;
- ii. in accordance with the Performance Criteria;
- iii. in accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- iv. using the Specified Personnel (if any);
- v. in accordance with all applicable Laws;
- vi. in accordance with any reasonable directions in relation to the Services given by the Client from time to time;
- vii. so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
- viii. otherwise in accordance with the provisions of this Contract

6.2 **SI Warranties**

The SI represents and warrants that:

- i. it has the right to enter into this Contract;



- ii. it has all rights, title, licences, interests and property necessary to lawfully perform the Services;
- iii. it and its subcontractors and personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- iv. the Services will be complete, accurate and free from material faults; and
- v. it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Client's systems or any Deliverables any Harmful Code

6.3 Access to Client's premises

The Client will cooperate with the System Integrator by providing access to its premises and facilities as reasonably necessary to enable the System Integrator to provide the Services

6.4 Conduct at Client's premises

The System Integrator must, if using or accessing the Client's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the System Integrator or as might reasonably be inferred from the circumstances

6.5 Subcontracting

The System Integrator will:

- i. not subcontract any aspect of the provision of the Services without the prior written approval of the Client; and
- ii. ensure that any subcontractor approved under this Contract complies with: Clause 19 (Confidentiality and privacy); Clause 20 (Protection of personal information); Clause 21 (Conflict of interest); Clause 22 (Security); Clause on Access by Client; and Clause 0 (Knowledge transfer)

7. Documentation

7.1 Provision of Documentation

The System Integrator must give the Client the documentation specified in the Statement of Work in the format and at the times specified in the Statement of Work



7.2 Documentation requirements

The Documentation must at the time of delivery:

- i. be current and accurate;
- ii. adequately explain key terms and symbols; and
- iii. unless specified otherwise to be in English

8. *Varying the Services*

8.1 Variations proposed by Client

If the Client wants to vary the Services:

- a) the Client must request the System Integrator in writing setting out the proposed variations;
- b) within 14 days after receiving the Client's request or within another period agreed by the parties, the SI must respond in writing to the Client specifying what impact those variations will have on : the Service Charges (see clause 0); the Services or Deliverables, including any particular Deliverable; the SI's ability to perform its obligations under this Contract (including its ability to meet Milestones); and this Contract; and
- c) within 14 days after receiving the SI's response, or within another period agreed by the parties, the Client must give the SI a written notice accepting or rejecting the response for which the decision of the Client is final

8.2 Variations proposed by System Integrator

If the System Integrator wants to vary the Services:

- a) the SI must request the Client in writing setting out the proposed variations and specifying what impact those variations will have on: the Service Charges (see clause 0); the Services or Deliverables, including any particular Deliverable; the System Integrator's ability to perform its obligations under this Contract (including its ability to meet Milestones); and this Contract; and
- b) within 14 days after receiving the request or within another period agreed by the parties, the Client must give the System Integrator a written notice accepting or rejecting the System Integrator's request

8.3 **Changes to Service Charges**

Changes to Service Charges associated with a variation in the Services must:

- a) not exceed any reasonable additional cost; and
- b) take fully into account any reduction in cost

8.4 **Effective date of variation**

Any variation in the Services takes effect from the date on which the parties execute a Change Order. This Contract will be amended to give effect to the Change Order

9. ***Co-operation with Personnel and contractors***

The SI must in the performance of the Services under the Contract:

- a. fully co-operate with the Client's personnel and other contractors; and
- b. use its best efforts to coordinate its activities so as to support and facilitate, in the Client's best interests, the timely and efficient completion of all work and other activities to be performed for the Client by any person

10. ***Monitoring progress***

10.1 **Progress meetings**

The parties will meet at the times set out in the SoW (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The System Integrator must ensure that his Representative and the Client must ensure the Client Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

10.2 **Reporting**

The System Integrator must provide the Client with reports in accordance with the SoW

11. ***Performance assessment***

11.1 **Assessment of Services**

Each element of the Services is subject to assessment by the Client against



the relevant Performance Criteria

11.2 Notice of non-compliant Services

- a. If the Client considers that all or part of the Services do not meet the Performance Criteria, the Client must notify the SI within <15> Business Days (or such other period that will be specified in the Contract Details) of assessing the Services against the Performance Criteria
- b. The Client must include reasons for the Services not meeting the Performance Criteria in the notice given under clause (a)

11.3 Rectification of non-compliant Services

If the Client notifies the SI that all or part of the Services do not meet the Performance Criteria, the SI must:

- (i) take all necessary steps to ensure that the Services are promptly corrected;
- (ii) give notice to the Client when the Services have been corrected; and
- (iii) allow the Client to repeat the assessment of all or part of the Services against the Performance Criteria, within five Business Days after the date of the notice or such other time as agreed between the parties in writing

11.4 Right to terminate

If any parts of the Services do not meet the Performance Criteria on two or more occasions, the Client may (in addition to its other remedies) terminate the Contract immediately under clause 0 by giving the System Integrator written notice with a notice period of 30 days

12. Personnel

12.1 Use of Specified Personnel

The System Integrator must:

- (i) provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel; and
- (ii) ensure that each of the Specified Personnel is aware of and complies with the System Integrator's obligations in providing the Services

12.2 If the Specified Personnel are not available



Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the SI must notify the Client immediately. The SI must:

- i. if requested by the Client, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and
- ii. obtain the Client's written consent prior to appointing any such replacement person. The Client's consent will not be unreasonably withheld

12.3 Client may request replacement of Personnel

The Client may at any time request the SI to remove from work in respect of this Contract any of the Specified Personnel or the SI's subcontractors or personnel. The SI must promptly arrange for the removal of such subcontractors or personnel and their replacement in accordance with the process outlined in clause 0

13. *Intellectual Property Rights*

13.1 Auxiliary Material

This clause 13 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material

13.2 Third Party Material

The SI must obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of this Contract

13.3 Ownership of Intellectual Property Rights in Contract Material

Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to SI's pre-existing materials (i.e., Materials owned by the SI which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the SI into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this

Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the SI, the SI hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the SI as a part of this Agreement

13.4 IPR Warranty

The SI warrants that:

- i. the Warranted Materials and the Client's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- ii. it has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 13.

13.5 Remedy for breach of warranty

If someone claims, or the Client reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the SI must, in addition to the indemnity under clause 17 and to any other rights that the Client may have against it, promptly, at the SI's expense:

- i. use its best efforts to secure the rights for the Client to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- ii. replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials

14. *Moral Rights*

14.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of the Client, the SI must:

- i. give, where the System Integrator is an individual; and
- ii. use its best endeavors to ensure that each of the personnel used by the SI in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to the Client, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their



Moral Rights

14.2 Specified Acts

In this clause, unless otherwise specified, Specified Acts means:

- i. falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- ii. materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- iii. reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- iv. adding any additional content or information to the Contract Material

15. *Payment*

15.1 Obligation to pay charges

Subject to this clause and the Services meeting the Performance Criteria, the Client must pay to the SI the charges as agreed to mutually

15.2 SI to provide invoice

The System Integrator must provide a correctly rendered invoice to the Client for the Charges in accordance with the requirements specified in the contract

15.3 Due date for payment

Unless otherwise specified in the contract, the Client must make payment of a correctly rendered invoice within 30 days after receiving the invoice. If the payment is not made by the Client within 30 days [or any shorter period specified in the Contract] of receipt of a correctly rendered invoice, the Client will pay simple interest <@12%> per annum (or any other higher rate allowed under law) on the undisputed invoice amount

15.4 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the SI, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Client to the SI under this Contract

15.5 Expenses

Unless specified otherwise in the contract, the SI must not charge the Client for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Service Charges. The Client is under no obligation to pay any amount in excess of the Service Charges

16. Taxes

- 16.1 The <Nodal Agency>or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the SI wherever applicable. The SI shall pay for all other taxes in connection with this Agreement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

The <Nodal Agency>or its nominated agencies shall provide the SI with the original tax receipt of any withholding taxes paid by <Nodal Agency>or its nominated agencies on payments under this Agreement. The SI agrees to reimburse and hold the <Nodal Agency>or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the <Nodal Agency>or its nominated agencies, the SI and third party subcontractors

- 16.2 If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the <Nodal Agency> for providing the services, i.e., service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the <Nodal Agency>under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in the Contract. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the SI shall be entitled to reimbursement on submission of proof of payment of such tax or levy

- 16.3 The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible

17. **Indemnity**

17.1 **Subject to Clause 17.2** below, **System Integrator** (the “Indemnifying Party”) undertakes to indemnify **<Nodal Agency>**(the “Indemnified Party”) from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s gross negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party’s misuse or modification of the Service; (b) Indemnified Party’s failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party’s use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party’s distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a no infringing equivalent, (iii) modify it to make it no infringing. The foregoing remedies constitute Indemnified Party’s sole and exclusive remedies and Indemnifying Party’s entire liability with respect to infringement.

- 17.2 The indemnities set out in **Clause 17.1** shall be subject to the following conditions:
- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and

personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

- (iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under Clause 17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

18. Liability



- 18.1 The liability of SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this
- 18.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence
- 18.3 The allocations of liability in this clause 18 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts

19. *Confidentiality and privacy*

19.1 **Confidential Information not to be disclosed**

- i. Subject to clause 0, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party
- ii. In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

19.2 **Exceptions to obligations**

The obligations on the parties under this clause 19 will not be taken to have been breached to the extent that Confidential Information:

- i. is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
- ii. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- iii. is disclosed by the Client;
- iv. is disclosed by the Client, in response to a request by a House or a Committee of the Parliament/ Assembly;



- v. is shared by the Client within the Client's organization, or with another Agency, where this serves the country's legitimate interests;
- vi. is authorized or required by law, including under this Contract, under a license or otherwise, to be disclosed; or
- vii. is in the public domain otherwise than due to a breach of this clause 20.

20. *Protection of personal information*

20.1 **Application of the clause**

This clause applies only where the SI deals with personal information when, and for the purpose of, providing Services under this Contract

20.2 **Obligations**

The SI acknowledges that it will use or disclose personal information obtained during the course of providing Services under this Contract, only for the purposes of this Contract

20.3 **Subcontracts**

The SI must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the SI has under this clause 20, including the requirement in relation to subcontracts

21. *Conflict of interest*

Warranty that there is no conflict of interest

The SI warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract.

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the System Integration (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the <Nodal Agency> shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the <Nodal Agency> for, *inter alia*, the time, cost and effort of the <Nodal Agency> including consideration of such Applicant's Proposal, without



prejudice to any other right or remedy that may be available to the <Nodal Agency> hereunder or otherwise

- b. The <Nodal Agency> requires that the System Integrator provides professional, objective, and impartial advice & support and at all times hold the <Nodal Agency>'s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The SI shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the <Nodal Agency>
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof*
 - ii. a constituent of such Applicant is also a constituent of another Applicant; or
 - iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
 - vi. there is a conflict among this and other assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the System Integrator will depend on the circumstances of each case. While providing services to the <Nodal Agency>

for this particular assignment, the System Integrator shall not take up any assignment that by its nature will result in conflict with the present assignment; or

22. *Security*

22.1 Compliance with Client requirements

The SI must, and must ensure that its subcontractors and Personnel comply with:

- i. all relevant security and other requirements specified in the Client's Information Security Policy, if the same has been made aware by the Client;
- ii. any other security procedures or requirements notified, in writing, by the Client to the SI. The System Integrator must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

22.2 Security clearance

- i. The Client may, from time to time, notify the SI of the level of security or access clearance applicable to the SI's subcontractors or personnel, and the date from which, or the period during which, that clearance will be effective and the SI must comply with and ensure its subcontractors and personnel act in accordance with that notice
- ii. Unless otherwise specified, the Client is responsible for all costs associated with obtaining security clearances

22.3 Removal of Client Data

The SI must not, and must ensure that its subcontractors and personnel do not:

- i. remove Client Data or allow Client Data to be removed from the Client's premises; or
- ii. take Client Data or allow Client Data to be taken outside of India, without the Client's prior written consent

23. *Unforeseen events*

23.1 Occurrence of unforeseen event

A party (Affected Party) is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable



control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the System Integrator only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation

23.2 Notice of unforeseen event

When the circumstances described in clause 0 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Contract.

23.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 0 continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice

23.4 Consequences of termination

If this Contract is terminated under clause 0:

- i. each party will bear its own costs and neither party will incur further liability to the other; and
- ii. where the SI is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in clause 0.

24. *Dispute Resolution*

24.1 Reconciliation Process

If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 24 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 24.



24.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute

24.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 24.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Thiruvananthapuram. Any legal dispute will come under the sole jurisdiction specified as mentioned above

24.4 Confidentiality

Any information or documents disclosed by a party under this clause :

- i. must be kept confidential; and
- ii. may only be used to attempt to resolve the Dispute

24.5 Costs

Each party to a Dispute must pay its own costs of complying with this clause. The parties to the Dispute must equally pay the costs of the Arbitrator

24.6 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with all relevant clauses

25. Termination



25.1 Termination and reduction for convenience

- i. The Client may, at any time, by a prior written notice of 30 days, terminate this Contract or reduce the scope of the Services, including for a machinery of Government change.
- ii. On receipt of a notice of termination or reduction, the SI must stop work as specified in the notice; take all available steps to minimise loss resulting from that termination and to protect Client Material and Contract Material; and continue work on any part of the Services not affected by the notice
- iii. If this Contract is terminated under clause 0, the Client is liable only for: payments for Services rendered before the effective date of termination; and reasonable costs incurred by the SI and directly attributable to the termination
- iv. If the scope of the Services is reduced, the Client's liability to pay the Service Charges or to provide Client Material abates in accordance with the reduction in the Services
- v. The Client is not liable to pay compensation under clause iii, an amount which would, in addition to any amounts paid or due, or becoming due, to the SI under this Contract, exceed the total Service Charges payable under this Contract
- vi. The SI is not entitled to compensation for loss of prospective profits

25.2 Termination by the Client for default

- a. Without limiting any other rights or remedies the Client may have against the SI arising out of or in connection with this Contract, the Client may terminate this Contract effective immediately by giving written notice to the SI if: the SI breaches a material provision of this Contract where that breach is not capable of remedy; the SI breaches any provision of this Contract and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
- ⇒ Without limitation, each of the following constitutes a breach of a material provision:
- ❖ breach of warranty w.r.t SI warranties;
 - ❖ a failure to comply with personnel clause;
 - ❖ a failure to comply with clause on Intellectual Property Rights;
 - ❖ a failure to comply with Insurance clause;
 - ❖ a failure to comply with clause on Confidentiality and privacy);
 - ❖ a failure to comply with clause on Protection of personal information; or
 - ❖ a failure to notify the Client of a conflict of interest.

⇒ The client can terminate the contract under the scenarios mentioned below. The System Integrator must notify the Client immediately if any of these situations arise:

- ❖ the SI being a corporation, there is any change in the direct or indirect beneficial ownership or control of the System Integrator;
- ❖ the SI disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- ❖ the SI ceases to carry on business;
- ❖ the SI ceases to be able to pay its debts as they become due;
- ❖ the SI being a company enters into liquidation or has a controller or liquidator or administrator appointed;
- ❖ the SI being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
- ❖ where the SI is a partnership, any step is taken to dissolve that partnership.

In this clause, controller and administrator have the same meanings as in the Companies Act.

25.3 Termination by the System Integrator for default

Without limiting any other rights or remedies the System Integrator may have against the Client arising out of or in connection with this Contract, the System Integrator may terminate this Contract by giving at least 90 (Ninety) Days' notice to the Client if the Client:

- i. has not paid a correctly rendered invoice or has not notified the System Integrator that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
- ii. the System Integrator has given the Client : a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Client at least 30 days to pay the invoice; and a second notice 15 days after the first notice, referring to the first notice and giving the Client at least 15 days to pay the invoice.

25.4 After termination

On termination of this Contract the System Integrator must:



- i. stop work on the Services;
- ii. deal with Client Material as reasonably directed by the Client; and
- iii. return all the Client's Confidential Information to the Client.
- iv. The System Integrator may be entitled to retain its working papers only

25.5 Survival

The following clauses survive the termination and expiry of this Contract:

- i. Clause 13 (Intellectual Property);
- ii. Clause 17 (Indemnity);
- iii. Clause 19 (Confidentiality and privacy);
- iv. Clause 20 (Protection of personal information);
- v. Clause 22 (Security);
- vi. Clause on Audit and access; and
- vii. Clause 0 (Knowledge transfer)

25.6 Termination does not affect accrued rights

Termination of this Contract does not affect any accrued rights or remedies of a party

25.7 Knowledge transfer

Subject to any qualification or provision to the contrary in the Statement of Work, the System Integrator must provide the following assistance to the Client on termination or expiration of this Contract:

- i. transferring or providing access to the Client to all information stored by whatever means held by the System Integrator or under the control of the System Integrator in connection with this Contract; and
- ii. making Specified Personnel and System Integrator Personnel available for discussions with the Client as may be required. The time, length and subject of these discussions will be at the sole discretion of the Client, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the System Integrator.

26. Notices and other communications



26.1 Service of notices

A Notice must be:

- i. in writing, in English and signed by a person duly authorised by the sender; and
- ii. hand delivered or sent by prepaid post or facsimile to the recipient's address

26.2 Effective on receipt

A Notice given in accordance with clause 0 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- i. if hand delivered, on delivery;
- ii. if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);
- iii. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 6.00pm on a Business Day, the Notice is taken to be received at 10.00am on the next Business Day.

27. Miscellaneous

27.1 Varying the Contract

This Contract may be varied only in writing signed by each party

27.2 Approvals and consents

Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract

27.3 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party

27.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this



Contract

27.5 Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document

27.6 No merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract

27.7 Entire agreement

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter

27.8 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it

27.9 Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force

27.10 Waiver

Waiver of any provision of or right under this Contract:

- i. must be in writing signed by the party entitled to the benefit of that provision or right; and
- ii. is effective only to the extent set out in any written waiver

27.11 Relationship

- i. The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party
- ii. This Contract does not create a relationship of employment, agency or partnership



between the parties

27.12 Announcements

- i. The System Integrator must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the Client's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange)
- ii. If the System Integrator is required by law or a regulatory body to make a public announcement in connection with this Contract or any transaction contemplated by this Contract, the System Integrator must, to the extent practicable, first consult with and take into account the reasonable requirements of the Client.
- iii. Where reasonably practicable, the Client must, on or before making a public announcement in connection with this Contract or any transaction contemplated by it, provide notice to the System Integrator of the general nature of the announcement. For the avoidance of doubt, the Client does not require the consent of the System Integrator to the making of the announcement.

27.13 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Thiruvananthapuram jurisdiction.

Signed, Sealed And Delivered
For and on behalf of SI by:

(Name)
(Designation)
(Address)

Signed, Sealed And Delivered
For and on behalf of Nodal

Agency by:
(Name)
(Designation)
(Address)



14 ANNEXURE - D

Letter of Undertaking
(In the letter head of the bidder)

The Director,

Kerala State IT Mission,
ICT Campus, Vellayambalam,
Thiruvananthapuram – 695 033

Sir,

Sub : Undertaking of Terms for Documents for Development, Roll out and Management of Unique Mobile Application with Backend Platform for the Govt. of Kerala

Having examined the details given in Notice Inviting Request for Proposal published in the e-tendering portal of the Government of Kerala and bid documents for the above work, we hereby submit the eligibility documents and financial bid documents.

We hereby certify that all the statements made and information supplied are true and correct.

We have furnished all information and details necessary for eligibility as per the RFP and have no further pertinent information to supply other than that entered in this RFP.

We hereby firmly affirm that we will not charge anything extra on Kerala State IT Mission for any fees levied upon us by TRAI or other operators (such as Interconnection charges etc) during the contract period for the services mentioned in the RFP.

We submit the following certificates in support our suitability, technical know-how & capability for having successfully completed the following works :

Sl. No.	Name of Work	Certificate from	Other enclosures (Please list)
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Date of submission:

Signature of Applicant

15 ANNEXURE- E

Service Level Agreement**Service Level Requirements**

Service Level Agreements (hereinafter referred to as SLA) shall play an important role in defining the Quality of Services (QoS) for m-Governance that shall govern the level of service provided by the SI. The SLA defined below provide for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.

The SLAs shall be tracked on a periodic basis and are envisaged to have penalty clauses on non-adherence to any of them. The SI shall submit reports on all the SLA and other parameters to KSITM in accordance with the specified formats and reporting periods and provide clarification, if required.

The present SLAs have been worked out on the basis of current expectation. SLA between KSITM and SI can be revised after the start of operations at m-Governance in view of the experience gained.

The SLAs have been logically segregated in the following categories:

1. Implementation Service Related Levels**Penalties for delays in implementation**

In case, a delay in 'go live' beyond the end of 2nd month after execution of agreement occurs, liquidated damages on capital expenditure (i.e., cost quoted by the bidder) will be applicable as indicated below:-

Sl. No.	Conditionality	Liquidated Damages payable by the SI (as %)
1.	Delay of more than one month of the prescribed timeline of go live	2.5%
2.	Delay of more than two months of the prescribed timeline of go live	5%
3.	Delay of more than three months of the prescribed	7.5%



	timeline of go live	
4.	Delay of more than four months of the prescribed timeline of go live	10%

The period of calculation for delay in successful installation, commissioning and thereby completion of work, will have to be a minimum of a half day if it is to be taken for penalty calculation. Anything less than 'half day' will not be considered.

2. Delivery Related Service Levels

Deliverable : UAT & training	
Delay of 1 month after scheduled time	Penalty : 1% of CAPEX
Delay of 2 months after scheduled time	Penalty : 2% of CAPEX per month
Delay of 3 months after scheduled time	Penalty : 3% of CAPEX per month

System Integration Services include, but not limit to, the following:

- Team Mobilization for the commencement of the work
- Before the initialization of the work, a complete schedule will be provided by the SI to the KSITM as the Project Plan
- Weekly track report would be given to the KSITM by end of every week for acknowledgement and review
- Delivery of all the modules of the software on time which are part of SoW
- Installation report needs to be checked and passed by the KSITM
- All the documents need to be made available to KSITM
- Licenses, Service Support documents etc. will be checked and cleared by KSITM
- Module wise implementation, commissioning & testing schedule shall be made available to KSITM, by which periodic tracking of all the components can be done
- Stability Check document for installation and commissioning shall be prepared by SI and verified by KSITM before installation kickoff
- User Acceptance Test (UAT)
- Training schedule to be submitted two weeks prior to the start of training and approved by KSITM after signing the contract

3. Compliance and Reporting Service Levels : MIS Reporting

Service Level Description	Measurement
Availability and Performance Report	Provide monthly SLA compliance reports, monitoring and maintenance related MIS reports by the 5th of the following month. This service level will be monitored on a monthly basis. If the monthly SLA compliance report related to the service level metrics is not provided in the given timeframe, it will be

	treated as one (1) instance. The total number of instances for the three-month period will be the cumulative number of instances across all the months in the three month period. Charges will be levied from 'Onsite Support Executive/Systems Administration head' under Cost Break up for rollout and Penalties applicable for each of the violations as per list below in SLA list of quarterly payment (QGR) to the SI	
	Total number of instances over the three month period	Violations for calculation of penalty
	>0 & <=3	1
	> 3	2

4. Application related Service Levels

Following outlines the service level indicators & and the target performance levels to be maintained by the SI during the contract period. These SLAs shall be strictly imposed and the competent authority or a third party audit/certification agency if required shall be deployed for certifying the performance of the SI against the target performance metrics as outlined in the table below:

Penalty for non-compliance of SLA with respect to Downtime

Penalty for non-compliance of SLA is evaluated every quarter as part of QGR payment. This evaluation shall be done in two stages: First stage is to evaluate Service Level compliance and penalty with regard to Downtime. After that, evaluation of Service Level compliance and penalty with regard to Availability is carried out. If penalty for downtime SLA violation is already levied for a component for a quarter then penalty for violation of Availability SLA need not be charged for the same component for the same Quarter. The total Penalty for non-compliance of Availability and Downtime Service Levels will be the sum of the two amounts calculated in two stages.

Support Category	Criteria	Resolution Time	Maximum Response	Penalty for failure to comply SLA
Critical	The system is unable to be used for normal business activities.	4 hours	1 hour	Rs. 1000/- per hour beyond resolution

	There is certainty of system unavailability for majority of transactions or severe transaction failures			time.
Urgent	There is a problem with part of the system, which impacts on decision making. No viable workaround is available. There is a likelihood of transaction failures.	6 hours	2 Hours	Rs. 1000/- per hour beyond resolution time
High	The efficiency of users is being impacted, but has a viable work around.	12 hours	6 Hours	Rs. 500/- per hour beyond Resolution time.
Medium	A low impact problem that affects the efficiency of users but has a simple work around.	24Hours	8 Hours	Rs. 500/- per hour beyond resolution time.
Low	A fault, which has no particular impact on processing of normal business activities but may escalate at a later stage	One Week	12 Hours	Rs. 1000/- per week beyond resolution time.

5. Web based system for reporting

The SI shall provide a web based reporting system for reporting faults and breakdowns with facility to record closure of calls both by m-Governance Project Manager/KSITM personnel in charge and SI's Support Executive/System Administrator. Uptime and Availability will be based on this system logs

6. Manpower requirements as per SLA

The SI shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA.

7. Preventive Maintenance:

SI has to provide a detailed schedule for Preventive maintenance for the entire period of contract. The SI will be allowed to carry out preventive maintenance activities and processes by shutting down the redundant system without affecting the functioning of the services and maintaining the SLA conditions for Severity Level Critical for a period not exceeding 10 hours in a quarter. This period of shutdown will not be counted for downtime calculation for the quarter and will be subject to maintaining the SLA conditions for Severity Level Critical.

8. SLA Compliance Review Process

- The SI has to submit all the reports pertaining to SLA Review process within 2 weeks after the end of the monthly / quarter.
- All the reports must be made available to KSITM, as and when the report is generated or as and when asked by the competent authority.
- In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
- SLA may be revised after every 1 year with mutually acceptable terms between SI and the KSITM.

9. PENALTIES

Violations and Associated Penalties

(a) The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees



- (b) A quarterly performance evaluation will be conducted using the duration process reporting periods of that period
- (c) The total deduction per quarter shall not exceed 20% of the total QGR value
- (d) Two consecutive quarter's deductions amounting to more than 20% of the total QGR on account of any reasons will be deemed to be an event of default and termination
- (e) It is the right of the KSITM to bring any external resource at any time for SLA review
- (f) No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarter/the next instance of the examination processing.

16 FORM - A1

Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<e-mail id>

Whereas, <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no. >> dated << insert date>> to provide System Integration services for the Development, Roll out and Management of Unique Mobile Application for the Government of Kerala to the Director, Kerala State IT Mission (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized Bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a Bank Guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>>



only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

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

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this Bank Guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- II. This Bank Guarantee shall be valid up to <<insert expiry date – 48 months from the date of executing agreement>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.