



Information Kerala Mission

Request for Expression of Interest
(National Competitive Bidding)
For

**Additional Empanelment of IT Service Providers for sourcing of solutions
& resources for development of K-SMART e-Governance platform**

Tender Ref File No: **IKM/3325/2022**

July- 2023

Published by

Information Kerala Mission

Public Office Complex
Public Office P O, Thiruvananthapuram-695033
Kerala

NOTICE INVITING EXPRESSION OF INTEREST (EOI)**EOI No. 2/EOI/KSMART/IKM/2022****Dated: 31st July 2023**

Request for Expression of Interest (REOI) for additional Empanelment of IT Service Providers for sourcing of solutions & resources for development of K-SMART e-Governance platform.

IKM

Information Kerala Mission is an autonomous body under the Local Self Government Department of Government of Kerala for developing & deploying e-Governance solutions and software for Local Self Government Institutions in Kerala. Evolving ICT solutions & software for efficient and responsive systems of smart governance and improving public service delivery with comprehensive citizen interface covering various activities of the Local Self Governments is the mission carried by the IKM.

IKM today is pioneer e-Governance solution provider which has developed over 30 software applications to strengthen local self-governance through ICT (Information Communication Technologies) applications. IKM currently is in a mission for development of a new e-Governance Platform K-SMART and is in search for professional IT service providers for sourcing solutions & resources.

Kerala Solution for Managing Administrative Reformation and Transformation (K-SMART)

The vision of K-SMART is to create a Comprehensive, Integrated & Intelligent Data Centric e-Governance platform having combined features of an Enterprise Resource Planning (ERP), Business(Government) Process Management (BPM) and Customer (Citizen) Relationship Management (CRM) "To establish a well governed & sustainable, people centered & service oriented, efficient & responsive, accountable & transparent, financially sound & competitive, Smart & Digital Local Governments for Kerala towards ensuring Ease of Living for the People, Ease of Doing Businesses and Ease of Working for Employees".

K-SMART is envisaged to have over 30 functional modules covering, entire gamut of services and functionalities of a local governments and having features of single mobile based app, with a single sign on, and a dashboard for every citizen & employee. It is being built on the UPYOG e- Governance Platform of NUGP and is based on java-based technology, using microservice architecture and DevOps engineering. IKM also intent to user Emerging Technologies like AI/ML, Internet of things, Block Chain, AR/VR, Analytics etc.

Interested IT Service Provider Firms/Start-ups possessing relevant ICT Capabilities, may respond to the EOI. For EOI Document visit IKM Website, www.ikm.gov.in from 31.07.2023 and submit EOI in a sealed envelope by 17.00 Hrs. Date 15.08.2023 at the IKM Address.

**Chief Mission Director
Information Kerala Mission
(Local Self Government, Government of Kerala)**

Disclaimer

Information Kerala Mission (herein after called the IKM) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether or not to bid. While the IKM has taken due care in the preparation of information contained herein and believes it to be accurate, neither the IKM or any of its Authorities or Agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own study and inquiries that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on IKM, any of its authorities or agencies or any of their respective officers, employees, agents, or advisors. The IKM reserves the right not to proceed with the EOI process/bidding at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

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SCHEDULE OF EVENTS

1	EOI Document Availability	EOI document can be downloaded from website, https://ikm.gov.in/ from 31.07.2023 onwards till last date of submission of the EOI.
2	Cost of the Empanelment Document Fees (including GST@18%) to be submitted along with EOI (non- refundable)	For Open Category: ₹ 30,000/- (Rupees Thirty Thousand Only) For Start Up/MSME Category: ₹ 15,000/- (Rupees Fifteen Thousand Only) In the form of Demand Draft (DD) drawn on any scheduled bank in favor of Information Kerala Mission payable at Trivandrum.
3	Earnest Money Deposit (EMD) to be submitted along with EOI	Rs. 1,00,000/- (Rupees One Lakhs only) in the form of Demand Draft (DD) drawn on any scheduled bank in favor of Information Kerala Mission payable at Trivandrum. No EMD is required for applying under StartUp/MSME Category. It will be the responsibility of the organization to submit documentary evidence to avail EMD exemption. The registration certificate or relevant documents should be valid as on the opening date of EOI. EMD of unsuccessful participants will be returned to the authorized representative of the organization.
4	Last date for requesting clarifications (Optional)	Up to 17.00 Hrs on 05.08.2023 All communications regarding queries if any requiring clarifications shall be sent through email or given in writing to following officials: Name: Jobin John Designation: Deputy Director (Domain) Contact: 7907762155 Name: Noufal K P Designation: Deputy Director (Technical) Contact: Email: mail.ikm@kerala.gov.in
5	Pre – bid Meeting at the address for Communication given below	15.00 Hrs on 08.08.2023
6	Last date of submission of response to EOI	17.00 Hrs on 15.08.2023
7	Date & Time of Opening of EOI	17.30 Hrs on 15.08.2023
8	Address for Communication and submission of Bid	Chief Mission Director Information Kerala Mission Public Office, Trivandrum Kerala - 695003
Note: IKM reserves the right to change the above dates at its discretion.		

1. Introduction to REOI for empanelment for K-SMART e-Governance Project

The intention of this Request EOI is for Empanelment of IT Service Providers/firms for sourcing of solutions & resources for the development of K-SMART e-Governance application software by the IKM.

The vision of K-SMART is to create a Comprehensive, Integrated & Intelligent Data Centric e-Governance platform having combined features of an Enterprise Resource Planning (ERP), Business(Government) Process Management (BPM) and Customer (Citizen) Relationship Management (CRM) "To establish a well governed & sustainable, people centered & service oriented, efficient & responsive, accountable & transparent, financially sound & competitive, Smart & Digital Local Governments for Kerala towards ensuring Ease of Living for the People, Ease of Doing Businesses and Ease of Working for Employees".

K-SMART is envisaged to have over 30 functional modules covering, entire gamut of services and functionalities of a local governments and having features of single mobile based app, with a single sign on, and a dashboard for every citizen & employee. It is being built on the UPYOG e-Governance Platform of NUGP and is based on java-based technology, using microservice architecture and DevOps engineering. IKM also intent to user Emerging Technologies like AI/ML, Internet of things, Block Chain, AR/VR, Analytics etc.

1.1. Indicative Technology Verticals: It is expected that the IT Service Partner (ITSP) will work with IKM to develop, deploy, and train e-Governance Solutions, Platforms and Applications. The following list is illustrative only and any services/vertical can be added/deleted to achieve the objectives of the IKM.

- 1.1.1. Digital Smart e-Governance
- 1.1.2. Smart City Services
- 1.1.3. Data Driven Decision Support Systems
- 1.1.4. Business Intelligence in Government Sector
- 1.1.5. GIS based Solutions and Spatially enabled e-Governance
- 1.1.6. Digitization, Archiving and document Management system
- 1.1.7. Digitally Enabled Project Management and Services
- 1.1.8. Digitally Enabled Institution, Asset and Stores Management and Services
- 1.1.9. Digitally Enabled Revenue Administration & Augmentation projects
- 1.1.10. Digitally Enabled Audits
- 1.1.11. Digital Locker
- 1.1.12. e-Payment Solutions, Payment Gateways, and e-Wallets
- 1.1.13. Solution to improve ease of doing business
- 1.1.14. Security and surveillance solutions
- 1.1.15. Disaster Management
- 1.1.16. E-Services for Agriculture/ Fisheries
- 1.1.17. Assisted E-Commerce
- 1.1.18. CRM Solutions
- 1.1.19. Data Science and Big Data Analytics
- 1.1.20. Machine Learning/Artificial Intelligence based Solutions
- 1.1.21. IOT (Internet of Things)

- 1.1.22. Block Chain Technology
- 1.1.23. Virtual Reality and Augmented Reality
- 1.1.24. Cyber Security and Data Privacy
- 1.1.25. Cloud Computing and Edge Computing
- 1.1.26. Skill Development, Training & Capacity Building Project etc.
- 1.1.27. Any other mutually agreeable services in line of the above.

1.2. K-SMART e-Governance Platform and the Scope of Work

K-SMART e-Governance Platform is being built on the UPYOG National Urban Governance Platform provided to IKM through National Urban Digital Mission. IKM intends to evolve it as a comprehensive e-Governance ERP/BPM/CRM Suite to serve all the functions of Local Governments by developing over 30 functional modules

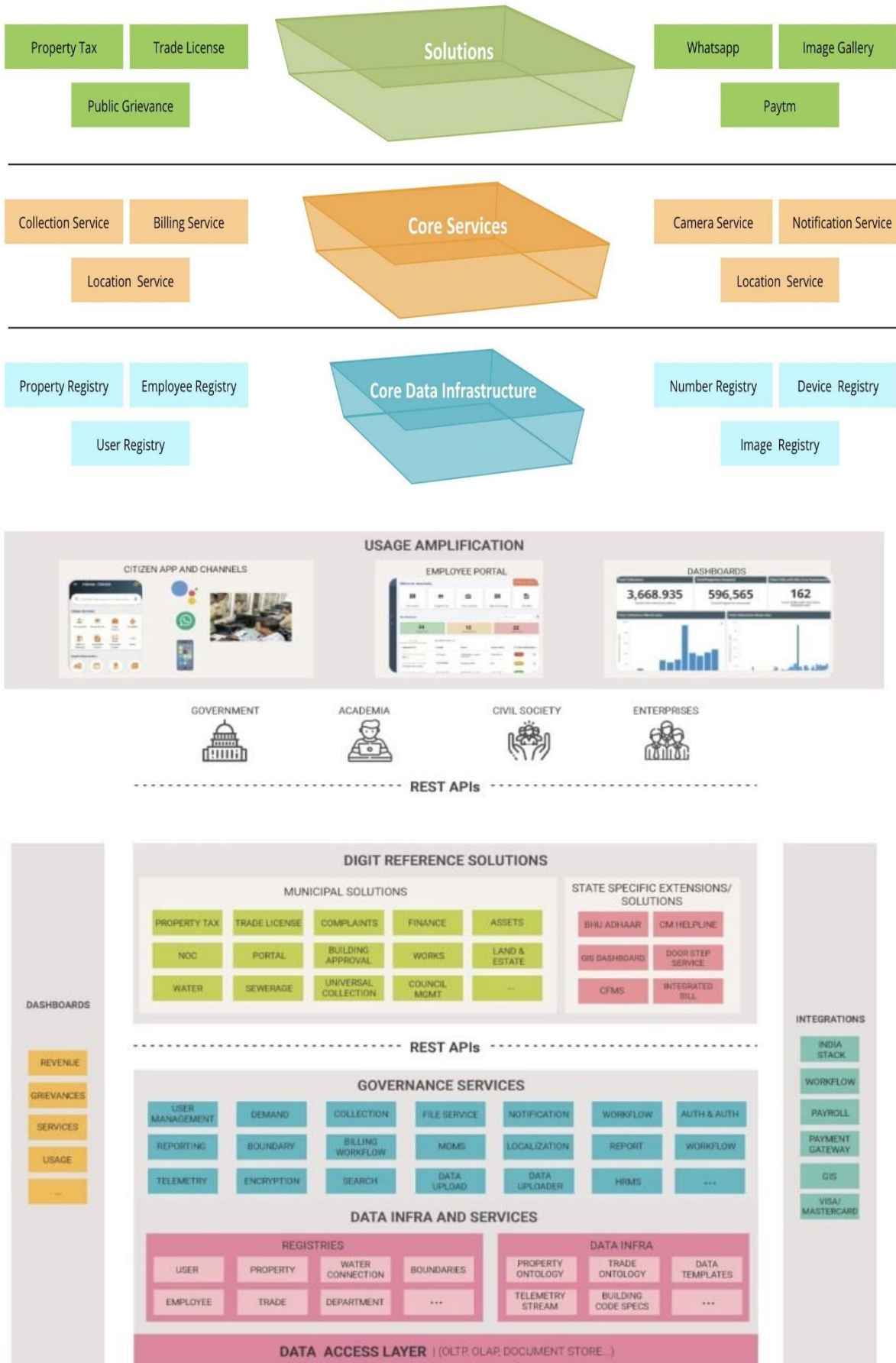
1.2.1. Functional Modular Design

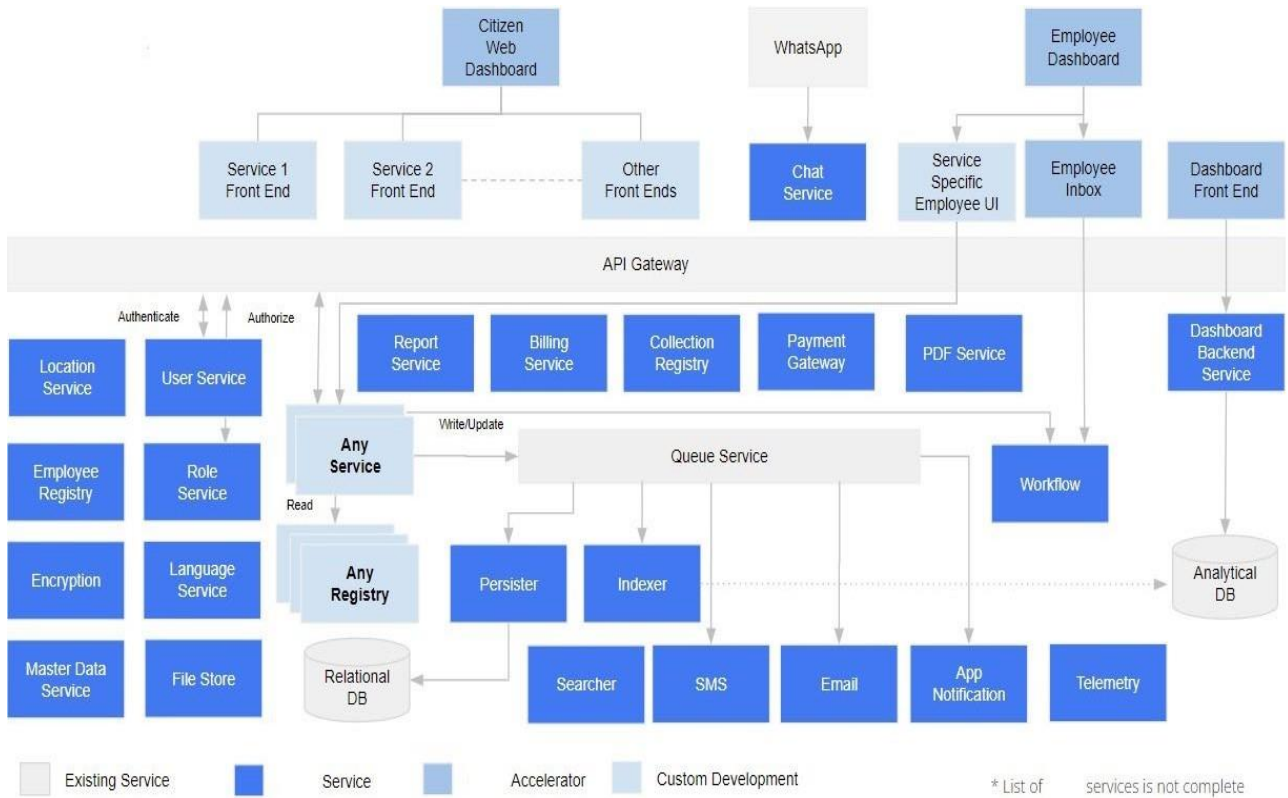


1.2.2. List of Functional Modules (Indicative)

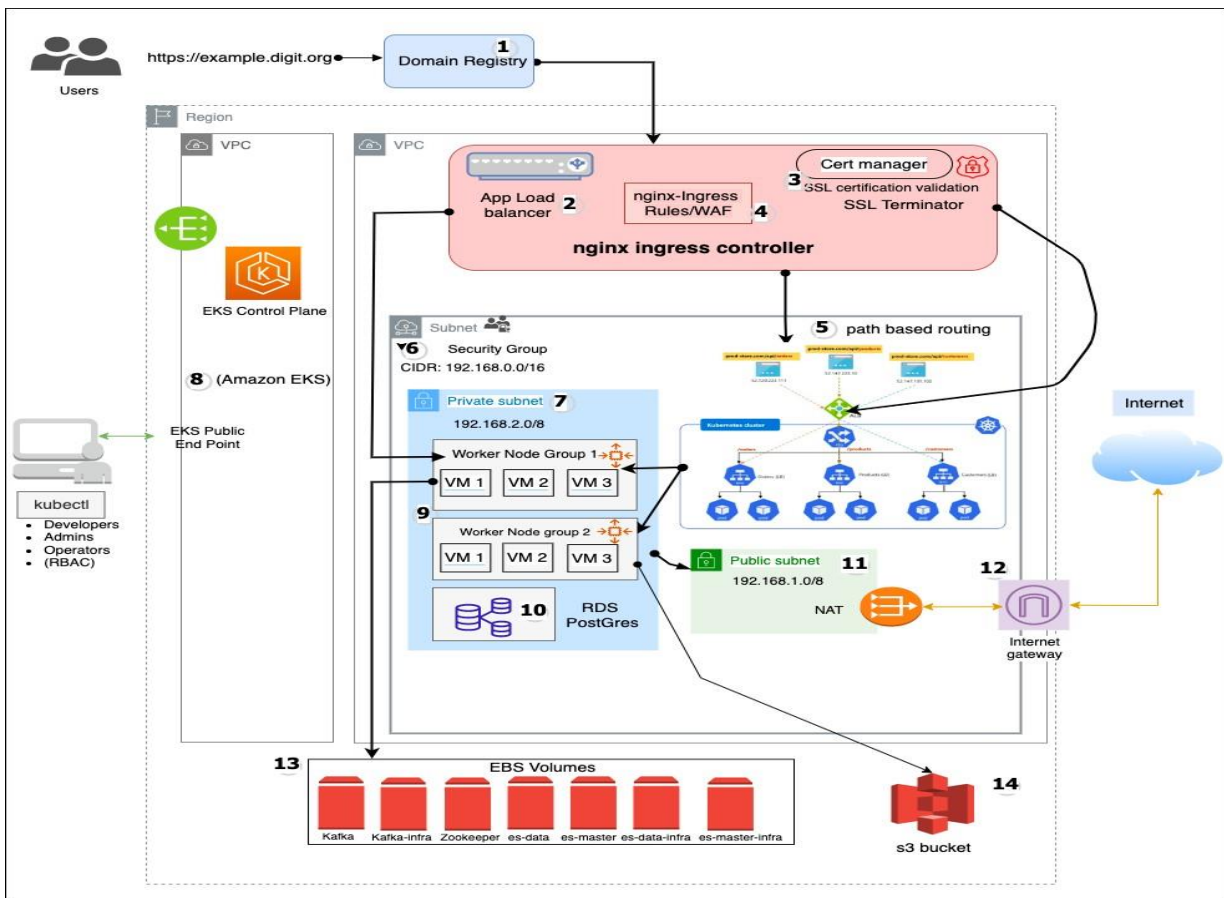
Sl. No	Module Type	K-SMART Modules
1	Citizen Services & Regulations Modules	Civil Registration
2		Business Regulation
3		Building Regulation
4		Animal, Livestock's & Meat Regulation Module
5		Citizen Welfare Module (Social Security Pensions & Financial Assistances)
6		Public Grievance, Complaints & Suggestions Module
7		Civic Amenities & Public Utilities
8		Rentals & Leases
9		Property Tax
10		Entertainment & Other Taxes
11		RTI
12		Citizen service portal, Universal Service Interface, and Citizen Master data base
13	Office Management Modules	Front Office
14		General Administration
15		Digital File Management
16		HR Management
17		Financial Management
18		Meeting Management
19		Asset & Stores Management
20		Inspections & Audits
21		Suit Management
22	Socio-Economic Developmental Module	Planning & Development Module
23		Program/Scheme/Project Management
24		Public Works, Procurement, Auctions, Selection Module
25		Institutions Management
26		Public Infrastructure
27		Natural Resources, Environment & Climate Management
28		Waste Management, Sanitation & Pollution Module
29		Disaster & Crisis Management
30	Task Modules	Elections Management
31		Census/Surveys/Data Collection
32	Special Modules	Door-Step Delivery of Services
33		Volunteer Management
34		Knowledge Management Module

1.2.3. Layered Microservice Architecture of K-SMART e Governance Platform

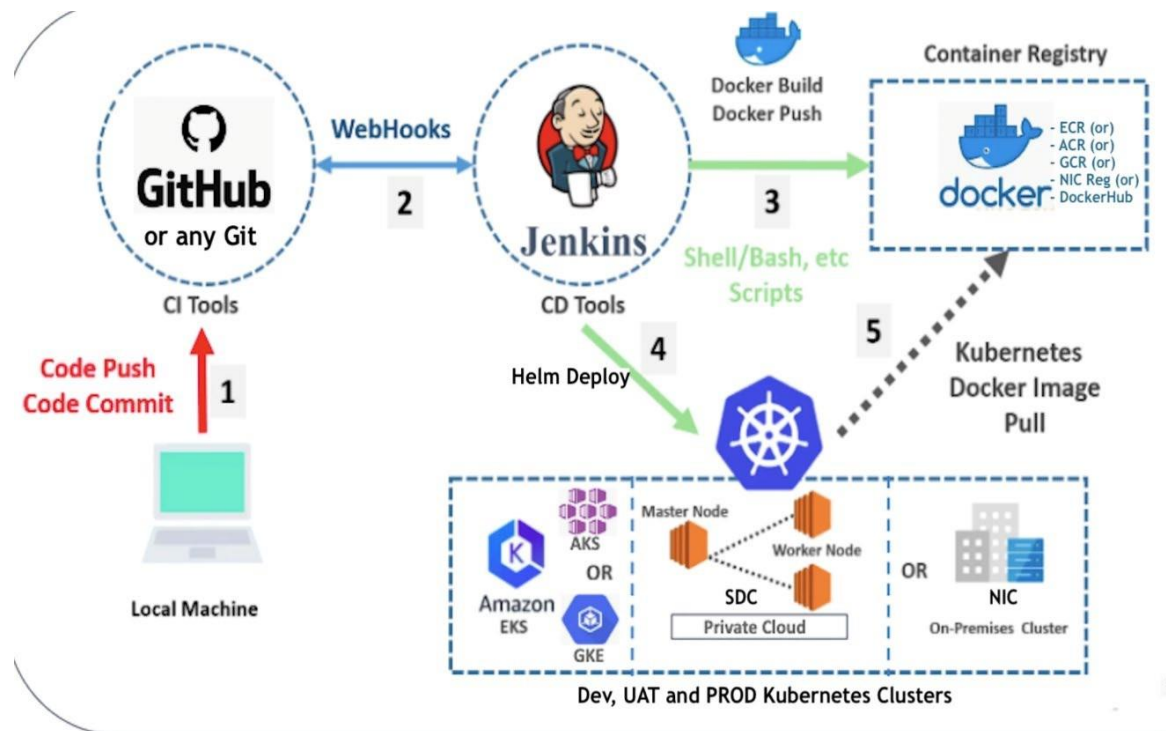




1.2.4. Infrastructure Architecture



1.2.5. Deployment Architecture



1.2.6. Technology Stack (Indicative)

SI No	Technology Tools Details
Platform Tools	
1	Confluent Kafka
2	Zookeeper
3	Zuul
4	Elastic Search
5	Kibana
6	Fluentbit
7	Postgresql
8	redis
9	Jaeger
Dev Stack Tools	
1	OpenJDK
2	Java SpringBoot
3	React
4	Material-UI-React
5	NodeJS
DevOps Stack Tools	
1	Kubernetes
2	Docker
3	Helm
4	Terraform
5	Jenkins
6	Go Lang
7	Groovy
8	Python
9	Sops
10	Ansible
11	Yaml

1.3. Plan of Work & Deliverables (Indicative)

SI No	Phase	Essential Activities
1.	Phase 1 – Modular Project Inception & Requirement Gathering	<ul style="list-style-type: none"> • System Study & Requirement analysis • Stakeholder Consultations • AS-IS analyses and gap identification for office processes for K-SMART services. • Government Process Re-engineering • Envisioning the overall system, its modules, sub modules and functionalities & features • Module wise functional Requirement Specifications Documents • Data Modelling, Business Process Modeling and Use case Analysis Documents
2	Phase 2 - Technical Solutioning	<ul style="list-style-type: none"> • Technical system design & architecture of the entire e-Governance Platform/ERP Suite • ERD Design & UML Diagrams • Module wise technical system Requirement specifications • System & Data Integration
3	Phase 3 - Software Development (Modules, Submodules & Functionalities)	<ul style="list-style-type: none"> • Configuration, Customization, and Development on K-SMART to meet our specific functional requirements • Implementation of micro services • Implementation of User end System as per K-SMART implementation guidelines. • Citizen Centric Mobile App • Handshaking with Other State & Central platforms
4	Phase 4 - Data Digitalization, Purification and Migration	<ul style="list-style-type: none"> • Past Data Entry/Digitalization Functionalities/Features in Functional Modules • Migration and aggregation at State/ UT level of existing databases. • Data Digitization, ingestion and migration • Data Validation and acceptance at city level (old legacy records) wherever required
5	Phase 5 - Testing, Training & Change Management	<ul style="list-style-type: none"> • User Acceptance • Final Acceptance testing • Training & Capacity Building • System Documentation and creation of training manuals • Project component' SoPs • System Audits
6	Phase 6 - Deployment	<ul style="list-style-type: none"> • Deployment & Commencement of operations
7	Phase 7 - Operational Support & Maintenance and Hand-Over	<ul style="list-style-type: none"> • Service Level Agreement • Centralized Help desk • Technology Support • Hand over and Exit Management

1.4. Technical Manpower to be made available to IKM (Indicative)

The following resource requirement is envisaged for successful implementation of the outlined Scope of Work at IKM for K-SMART.

Sl No	Role	Qualification	Resource Profile
1	System Designer & Architect (Solution/ Enterprise/ Integration/ Database/ Security Architect)	<p>Mandatory Qualification</p> <ul style="list-style-type: none"> • B. Tech (CSE/ECE/IT/EE) OR • MSc Computer Science/IT OR • MCA <p>Desirable Qualification</p> <ul style="list-style-type: none"> • MBA • Advance Certifications in technology 	<ul style="list-style-type: none"> • Experience of more than 12 years • Experience in IT Consulting projects/ implementation of e-Governance projects. • Should have served the role of System Designer & Architect in at least 3 e-Governance projects. • Experience in solution architecting, designing of IT solution/ software requirements, deliverables such as conceptual design, usability, external data interface requirements, data loading, maintenance plans. • Experience in Architecting & Solutioning ERP, COTS, Web & mobile Applications. • Working knowledge of a wide variety of programming languages & frameworks and specifically in Java and Python application development and Java & Python Web Frameworks. • API driven Development, RDBMS, Restful webservices, HTML 5, CSS, JavaScript, React Libraries. • Should have experience in micro-service architecture, Platform engineering, DevOps engineering and Cloud systems. • Should have experience in Data Science, Artificial Intelligence and Machine Learning oriented Software Projects & Applications. • Should have experience in GIS oriented Software Projects & Applications.

2	Product Technical Manager/System Analyst	<p>Mandatory Qualification</p> <ul style="list-style-type: none"> • B. Tech (CSE/ECE/IT/EE) OR • MSc Computer Science/IT OR • MCA <p>Desirable Qualification</p> <ul style="list-style-type: none"> • MBA • Advance Certifications in technology 	<ul style="list-style-type: none"> • Experience of more than 8 years. • Should have served the role of Product Technical Manager/System Analyst in at least 3 e-Governance projects. • Experience of working with information technologies and systems analysis. • Experience in electronic delivery of Services (G2C, G2G, G2B), ERP Systems or COTS. • Experience in IT Consulting projects/ implementation of e-Governance projects. • Experience in the design and implementation in software development projects. • Examining current systems, producing specifications for new or modified systems. • Proven ability to assess business needs and translate them into relevant solutions. • Experience in As-Is study, Gap analysis, defining To-Be processes, Preparation of FRS • Working knowledge of a wide variety of programming languages & frameworks and specifically in Java and Python. • Strong understanding and knowledge of the principles and practices associated with database maintenance and administration. • Ability to manage IT support teams, as well as hire and train new IT staff. • Multiple stakeholder management experience in Government set-up.
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3	Technical Lead	<p>Mandatory Qualification</p> <ul style="list-style-type: none"> • B. Tech (CSE/ECE/IT/EE) OR • MSc Computer Science OR • MCA <p>Desirable Qualification</p> <ul style="list-style-type: none"> • MBA • Advance Certifications in technology 	<ul style="list-style-type: none"> • Experience of more than 6 Years. • Should have served the role of Technical Lead in at least 3 e-Governance projects. • Experience in ERP, COTS, Web & Mob Application Development. • Experience in Java and Python application development and Java & Python Web Frameworks. • Should have experience & expertise in Micro-service architectures. • API driven Development, RDBMS, Restful webservices, HTML 5, CSS, JavaScript, React Libraries. • Should have experience Platform engineering, DevOps engineering (Jenkins, Kubernetes, Docker, Helm Charts) and Cloud systems. • Should have Experience & expertise in Kafka. • Should have experienced in Data Science, Artificial Intelligence and Machine Learning oriented Software Projects & Applications. • Should have experience in GIS oriented Software Projects & Applications.
4	IT Business Analyst	<p>Mandatory Qualification</p> <ul style="list-style-type: none"> • Degree in Computer Science/Information Technology/Electronics or Similar engineering or MCA 	<ul style="list-style-type: none"> • Experience of more than 6 years. • Should have served the role of Business Analyst in at least 3 e-Governance projects. • Experience of working as Business Analyst for ERP Platforms • Experience in electronic delivery of Services (G2C, G2G, G2B). • Experience in As-Is study, detailed business analysis, defining business requirements, Gap analysis, defining To-Be processes, Preparation of System Requirement Specifications and Wireframes. • Proven ability to assess business needs and translate them into relevant solutions. • Experience in Process Re-engineering of complex systems and processes. • Multiple stakeholder management experience in Government set-up.

5	Java Developer	<ul style="list-style-type: none"> • B. Tech (CSE/ECE/IT/EE) OR • MSc Computer Science OR • MCA 	<ul style="list-style-type: none"> • Experience of more than 3 Years as Java Developer. • Should have worked as a back-end developer with an in-depth understanding of the entire web development process (design, development, and deployment) • Should have experience & expertise in Java Spring Web Application Framework • Should have experience & expertise API Driven Development, RESTful API/Web Services • Should have experience in micro-service architectures.
6	Python Developer	<ul style="list-style-type: none"> • B. Tech/ B.E (CSE/ECE/IT/EE) OR • MSc Computer Science OR • MCA 	<ul style="list-style-type: none"> • Experience of more than 3 Years as Python Developer. • Should have experience & expertise in established Python Web Application Frameworks such as Django, Flask etc. • Should have worked as a back-end developer with an in-depth understanding of the entire web development process (design, development, and deployment) • Should have experience & expertise API Driven Development, RESTful API/Web Services. • Should have experience in micro-service architectures. • Experience in software projects with Python based Artificial Intelligence, Machine Learning & GIS oriented application development.
7	Front End Developer	<ul style="list-style-type: none"> • B. Tech/ B.E (CSE/ECE/IT/EE) OR • MSc Computer Science OR • MCA 	<ul style="list-style-type: none"> • Experience of more than 3 Years as Front-End Developer. • Should have worked as a React Front-end developer in multiple ERP, COTS Platforms and Projects. • In-depth understanding of the entire UI/UX Design and Front End • Should have experience & expertise in Front End Technologies and Scripting Languages such as HTML 5, CSS and JavaScript. • Should have experience & expertise REACT and its UI Component Libraries • Should have experience & expertise API Driven Development, RESTful API/Web Services

<p>8</p>	<p>GIS Developer</p>	<p>Mandatory Qualification</p> <ul style="list-style-type: none"> • B. Tech (CSE/ECE/IT/EE) OR • MSc Computer Science OR • MCA 	<ul style="list-style-type: none"> • Experience of more than 3 Years as GIS Developer. • Proficiency in GIS Frameworks and Libraries in Python GIS and Java GIS. • Experience in Geo database management eg; PostGIS. • Knowledge of geospatial data manipulation and analysis. • Experience in GIS software and tools such as ArcGIS, QGIS, Google Maps Platform, Mapinfo or Open Steet Maps • Certifications in GIS or related fields, such as the Esri Technical Certification.
<p>9</p>	<p>Mobile App Developer</p>	<p>Mandatory Qualification</p> <ul style="list-style-type: none"> • B. Tech (CSE/ECE/IT/EE) OR • MSc Computer Science OR • MCA 	<ul style="list-style-type: none"> • Experience of more than 3 Years as Mobile App Developer. • Experience with Mobile App system design, programming, and data structuring • Understanding mobile app design guidelines on each platform. • Proficiency in Mobile Application Programming languages like Java, Python, Objective-C, Kotlin, Swift 4.0 • Proficiency in Android SDK and iOS SDK • Familiarity with Mobile Development Framework such as Flutter, Codename One, React Native, Kivy, Titanium SDK etc. • Familiarity with RESTful APIs and mobile libraries for Web Applications. • Familiarity with the JSON format. • Familiarity with push notifications • Familiarity with Git • Experience with profiling and debugging mobile applications. • Ability to contribute to Mobile App design, test, release, and application support.

10	UI/UX Designer	<ul style="list-style-type: none"> Degree/diploma in Design, Fine Arts, Engineering, or related fields 	<ul style="list-style-type: none"> Experience of more than 3 years Prior hands-on experience as a UI/UX Designer as well as a strong portfolio of related projects Proficient in Design & Prototyping Tools like Figma, Adobe Creative Suite (specifically Illustrator, InDesign and Photoshop), Sketch, InVision Basic understanding of HTML5, CSS3, and JavaScript. Have a creative & innovate mind and ability to pay strong attention to details and have a keen eye for aesthetics. Excellent communication skills and can clearly articulate your ideas, designs, and suggestions.
11	DevOps Engineering & Cloud System Management	<ul style="list-style-type: none"> B. Tech/ B.E (CSE/ECE/IT/EE) OR MSc Computer Science OR MCA 	<ul style="list-style-type: none"> Experience of more than 3 years as DevOps Engineer. Hands-on experience in performing Release Management, Managing Repository, Security and Build tools, CI/CD in cloud architecture. Experience with modern DevOps fundamentals, tools and techniques Experience in CI/CD - Git, Maven and Jenkins.
12	Database Administrator	<ul style="list-style-type: none"> B. Tech/ B.E (CSE/ECE/IT/EE) OR MSc Computer Science OR MCA 	<ul style="list-style-type: none"> Experience more than 6 years Should have the role of Database Administrator in at least 3 e-Governance Projects. Hands-on experience in SQL /Postgres. Hands-on proven experience in Database Management, Storage & Retrieval Mechanisms, Database Tuning, backup, Archiving XLS and Macros Hands-on experience in Data ETL Operations/Porting/ Migration.

<p>13</p>	<p>IT Security and Audit Expert</p>	<ul style="list-style-type: none"> • Degree in Information Technology/Electronics /Computer Science/similar engineering or MCA • Any one of the valid certifications (ECSA/CEH/CISA/) CISM/CISSP/ISO 20000/ISO 27001 	<ul style="list-style-type: none"> • Experience of more than 6 years • Experience in Information security projects including preparing comprehensive policies & processes (like cyber-security, Disaster Recovery and BCP policy based on BS7799/ISO 27001 and BS15000/ISO 20000 guidelines covering all the IT Infrastructure assets. • Back-up & archival plan; data access & retention policies for at least 5 years in a Govt./Enterprise domain.
<p>14</p>	<p>Subject Matter Expert (SME)</p>	<ul style="list-style-type: none"> • Graduate/Post-Graduate with certification or specialization in domain and subject matter area(s). • Individuals with specific expertise and responsibility in a particular area or field with a deep understanding of a particular job, process, department, function, technology, machine, material or type of equipment. 	<ul style="list-style-type: none"> • Experience of more than 8 years • Must have a Government Domain and workflow experience, needed for the functional modules enlisted above and may include - functionalities pertaining to: Public Office Management, Developmental Planning, Finance, Budgeting & Accounting, Online Building Plan Approval System, Property Tax, Trade License, Waste Management, Natural Resource Management, Public Works & Procurement, GIS etc. • Experience in Government Process Re-engineering and prepare system requirement specifications. • Must have exposure of interdependencies of applications or processes. • To Help to bridge the competency gap and timely completion of the project.

2. Pre-Qualification/Eligibility Criteria for Bidders

This process is open to all applicants who fulfil the eligibility criteria as set out in **Annexure-‘B’** of this document. Applicants should furnish information on the lines of **Annexure-B** in their EOI proposal. Please note, there may be a multi-stage selection process. The objective of this Request for EOI is to identify and empanel the eligible applicants having requisite ICT capability, experience & expertise and are interested in partnering with IKM to jointly provide services as detailed in this document. The firms already empaneled by the IKM for K-SMART e-Governance Platform Project, will not be allowed to participate again in this second additional empanelment. The interested applicant who intends to participate in the EOI must fulfill following criterion mentioned below:

2.1. General Eligibility: For the purpose of this EOI, bidders can be

- a. A Registered Business entity in the form of a Proprietorship firm/Limited Company/Private Limited Company/Partnership firm or LLP (Limited Liability Partnerships)
- b. A Startup entity (As defined under notification of DIPP GSR 501(E) dated 23-May-2017) or a startup/company registered with the Kerala Startup Mission or as an incubate with a Department of Science & Technology (DST) approved Information Technology Incubation Centre.
- c. A Consortium: A consortium may comprise of any of the entities mentioned above and there can be a maximum of 2 members in a consortium. Only one offer shall be accepted from one organization. A consortium agreement and undertaking has to be attached with the EOI documents (ANNEXURE-H). The consortium members can form a JV or a new business entity to implement the service in the post EOI stage but before execution of agreement with IKM. However, if any member of the Consortium quits the consortium during the service implementation phase, the Lead bidder shall be responsible to continue the service for the duration of the agreement with the Competent Authority (IKM). The remaining member may be allowed to induct a new member under intimation to the Competent Authority (IKM) for the duration of the service. However, at all times, the consortium should meet the eligibility criteria laid in this EOI. Consortium is allowed in Open Category only and no consortium is allowed in ‘Start Up / Incubate Category’.

In order to support the above, bidder has to submit valid legal document like Certificate of Incorporation/ Registration Certificate as issued by Competent Authority and has to be registered under the same name with any one Government tax authority or import-export code or bank account in name of the bidders or PAN Card or any other legal registration document.

2.2. Mandatory Criteria:

- a. Offers of only those bidders (the consortium members may meet the mandatory criteria jointly i.e. any one of the consortium members must have this average turnover) shall be shortlisted who have a minimum cumulative annual turnover of 5 Crores for the last three audited financial years. Copy of Income Tax returns as downloaded from Income Tax Website should be submitted in this regard. A

certificate issued by CA (APPENDIX-F) has to be attached along with signed copy of Balance Sheet, Profit & Loss account and ITR for the same. In case the company has only two years ITR (Income Tax Returns), then the provisional balance sheet of the current financial year duly certified by Statutory Auditor of the ITSP shall be accepted.

- b. In order to spur innovation and entrepreneurship, there will be special 'Start Up' category as per Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016, of Ministry of Micro, Medium & Small Enterprises. In order to be eligible for 'Start Up', bidders will have to submit proof of registration/recognition of 'Start Up' by Government of India or Government of Kerala. Bidders are required to state explicitly if they wish to be considered under the special 'Start Up' category. Similarly, for 'Incubate' category documentary evidence of registration with Kerala Startup Mission or DST approved Incubation Center (IC) is required.
- c. The bidder shall submit relevant experience with the bids.
- d. The Bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their EOI bid. All documents submitted will also be self-attested by the person authorized by the business entity or all consortium members (**Annexure H**).
- e. Non-fulfillment of the above said criteria shall result in rejection of technical bids. Any rejected offer shall not be eligible for empanelment as ITSP for IKM. However, if the services are unique and in IKM's business interest, the criterion listed above can be waived off/relaxed by IKM.

2.3. Exclusion Criteria:

- a. The firms already empaneled by the IKM for K-SMART e-Governance Platform Project, will not be allowed to participate again in this second additional empanelment.

3. Evaluation Criteria for Bidders (Technical Bid)

3.1. Evaluation Process

1. All eligible Bids who fulfill all the Eligibility Conditions of the EOI shall be further evaluated on a total score of 100.
2. The bidders shall furnish information on the lines of evaluation matrix format given in the **Annexure-C** in their EOI proposal. It consists of the following parameters for each indicated vertical:

S. No.	Evaluation Parameter	Marks
I	Company Profile/ Founder's Profile	10
II	Proposed Service Offering	40
III	Proposed Business Model	20
IV	Solution Presentation	30
	Total	100

3. ITSP Firm/Startup is required to provide a detailed presentation containing Service Offering, Business Model, Social Impact & Infrastructure support required from IKM. The Time, date & venue of the proposed presentation shall be informed to the bidder separately. Broad Content of the presentation is as under:

S. No.	Content of Solution Presentation
1	Company Background
2	Solution Offering
a)	Functionalities of the proposed Solution/Services platform for e-Governance
b)	Uniqueness/Differentiation/Impact of the proposed solution/services
c)	Service Management Capabilities of the solution
d)	Application Architecture and System Design
e)	Technical Specifications of the proposed solution
3	Business/Collaboration Model proposed by the ITSP (i.e., USP of Service, Implementation Strategy)
4	Proposed Development & Deployment Plan

4. Eligible Bidders will be evaluated on the above parameters and empaneled in the order of merit. Depending on K-SMART's Implementation strategy & progress IKM may parallelly engage with the top 10-20 empaneled ITSPs at a time and will progressively work with the list of empaneled ITSPs for sourcing resources.

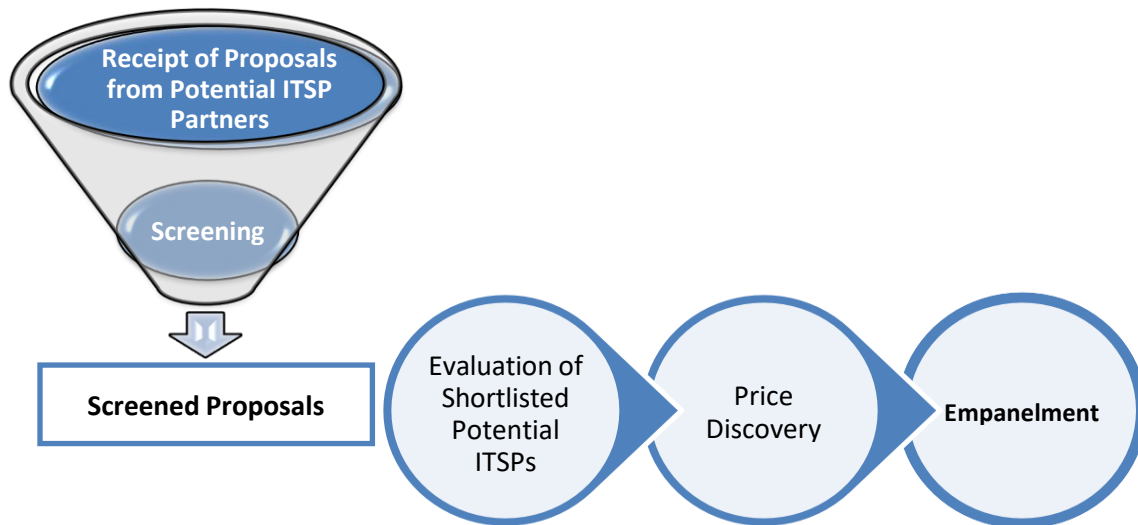
4. Price Discovery for Bidders (Financial Bid)

All eligible Bids who fulfill all the Eligibility Conditions of the EOI shall be further evaluated on a total score of 100. The bids which pass the minimum of **40 marks** in the evaluation matrix are further compared based on the financial bids submitted in the following format given in **Annexure D** for price discovery. All costs are exclusive of GST.

Sl No	Key Resource Staff	Number of Ready to share resources available	Man-Hour Cost	Man-Month Cost
1	System Designer & Architect (Solution/Enterprise/Integration/Database/Security Architect)			
2	Product Technical Manager/ System Analyst			
3	Technical Lead			
4	IT Business Analyst			
5	Java Developer			
6	Python Developer			
7	Front End Developer			
8	GIS Developer			
9	Mobile App Developer			
10	UI/UX Designer			
11	DevOps Engineering & Cloud System Management			
12	Database Administrator			
13	IT Security and Audit Expert			
14	Subject Matter Expert (SME)			

5. EOI Process and overall scheme of empanelment

5.1. Overall Process Flow chart



- 5.2. Raising of queries/clarifications on Request for EOI document:** Applicants requiring any clarification on this document should submit their queries through email on or before 05.08.2023:

Name: Jobin John
 Designation: Deputy Director (Domain)
 Contact: 7907762155

Name: K P Noufal
 Designation: Deputy Director(R&D)
 Contact:

Email: mail.ikm@kerala.gov.in

- 5.3 Briefing Session/Pre-bid Meeting:** IKM will organize a briefing session/pre-bid meeting on 08.08.2023 at 15.00 Hrs in the IKM HQ, Public Office, Trivandrum, Kerala to respond to the queries received within the scheduled date and time.

- 5.4 Format and Signing of EOI:** The applicant should prepare EOI strictly as desired in this Request for EOI document.

- EOI should be typed and submitted on A4 size paper, spirally and securely bound and with all pages therein in serial order.
- All pages of the EOI should be signed by only the authorized person(s) of the company/firm. Any interlineations, erases or overwriting shall be valid only if the person(s) signing the EOI authenticates them. The EOI should bear the rubber stamp of the applicant on each page except for the un-amendable printed literature.
- Contact detail of the authorized signatory and an authorized contact person on behalf of the applicant is to be provided as under:

Particulars	Authorized signatory for signing the EOI	Authorized Contact Person
Name		
Designation		
Email id		
Landline		
Mobile No.		
Address		

All the communication related to this EOI should be sent by the above authorized person(s). In case of emails the same should emanate from the above email IDs.

- d) The Applicant shall furnish bidder information in the format given in **Annexure A**
- e) The applicants should demonstrate in EOIs that they meet the parameters given in **Annexure B** and **Annexure C** of EOI.
- f) The Bidder must submit his financial bid in the format given in **Annexure D** for competitive price discovery.
- g) In case any discrepancy is observed between hard and soft copy, the hard copy will be considered as the base document.

5.5 Sealing and Marking of EOI:

Sealed envelope containing complete set of hard copy of EOI in original and a Copy should be typed and submitted on A4 size paper, spiral and securely bound and with all pages therein in serial order, **should have a 'INDEX' mentioning document heading and respective page number.**

The cover envelope should mention the applicable category i.e., **Open Category** or **Start-Up Category** under which participant is submitting the response along with EOI Number, complete Name, address and contact number of the Bidder and should be submitted by Post to or delivered in person at the below mentioned office on or before the last date and time of the EOI submission:

**Chief Mission Director,
Information Kerala Mission
Public Office, Trivandrum
Kerala – 695003**

- 5.6** Expression of Interest (EOI) is invited in sealed envelope superscripted as < **EOI for Empanelment of IT Service Providers for sourcing of solutions & resources for development of K-SMART e-Governance platform**> from the applicant consist of following:
- a. Documentary Evidence in support of Eligibility criteria as set out in **Annexure B**
 - b. Documentary Evidence in support of Evaluation Process as set out in **Annexure C**
 - c. Financial Bid for Price Discovery as set out in **Annexure D**
 - d. Other documents cited in or concerned with the EOI.
 - e. Clause by Clause Compliance to Agree to abide by the terms and conditions contained in this Request for EOI document.
- 5.7** **Modification in Request for EOI document:** At any time prior to the deadline for submission of response to EOI, IKM may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded in IKM's website - <https://ikm.gov.in/> , such change(s) will automatically become part of this Request for EOI and will be binding on all applicants. Interested applicants are advised to regularly refer the IKM's URLs referred above.
- 5.8** **Last Date for submission of EOI:** The last date for submission of EOI is **15.08.2023** up to **17.00 Hrs**. In case the designated day happens to be a holiday; the next working day will be deemed as the last date for submission of EOI.
- 5.9** **Extension of date of submission of EOIs:** Request for extension of date for submission of EOIs will not be entertained. However, the IKM at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment/changes, if any, into account.

6. Evaluation of EOI for Empanelment

- i. All EOIs received by the designated date and time will be examined by the IKM to determine if they meet criteria/terms and conditions mentioned in this document including its subsequent amendment(s), if any, and whether EOIs are complete in all respects.
- ii. On scrutiny, the EOIs found NOT in desired format/illegible/incomplete/not containing clear information, as may be considered at the sole discretion of IKM, to permit thorough analysis or failing to fulfil the relevant requirement will be rejected from further evaluation process.
- iii. IKM reserves the right, at any time, to waive any of the requirements of this Request for EOI document if it is deemed in the interest of IKM.
- iv. If deemed necessary, the IKM may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within stipulated Timelines. IKM may also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.
- v. After examining the EOI, some or all of the applicants who satisfy the eligibility criteria as in **Annexure B**, the firms/startups will be evaluated and compared based on the marking scheme laid out in **Annexure C**. The firms/startups may be asked to make presentation of their proposed methodology, capabilities, proposed business model and demonstrate proof of concept. The contents to be covered in the presentation has been described in the **Annexure 'C'**.
- vi. Prices quoted as per **Annexure D** by the eligible firms/startups, those who scored a minimum 40 marks as per Annexure C will be compared and the final list for empanelment will be prepared by the IKM.
- vii. This empanelment being a **Quality cum Cost Based Selection** the **capacity of the firm/startups** to provide **on-demand, on-site quality technical human resources and solutioning to IKM at reasonable costs** will be the fundamental principle followed in this EOI evaluation and selection for empanelment.
- viii. In order to ascertain the capability of respondents to EOI, IKM teams may visit the facilities of respondents/ Customer premises where services are delivered.
- ix. Based on the EOI responses, presentations made by the respondents, demonstration of proof of concept etc., IKM may empanel the applicants who fulfil the eligibility criteria, have experience and capability as per the requirement of the IKM and are agreeing to abide by the terms and conditions of the IKM. IKM's judgment in this regard will be final.
- x. Applicants will be advised about short listing of their EOIs or otherwise. However, applicants will not be provided with information about the comparative position of their response with that of others.

7. PLACEMENT OF EMPANELMENT:

- i. The IKM shall consider placement of offer for empanelment only on those eligible bidders whose offers has been found technically suitable and financially reasonable.
- ii. All submitted offers shall be evaluated and offers of those bidders who meet the Eligibility criteria, achieved minimum overall score of 40 and offers are found viable for execution by IKM shall be empaneled by IKM for sourcing and execution of services fromtime to time.
- iii. Prices quoted as per **Annexure D** by the eligible firms/startups, those who scored a minimum 40 marks as per Annexure C will be compared and the final list for empanelment will be prepared by the IKM.
- iv. Since this is an empanelment, IKM reserves the right to empanel any or all the participants eligible.

8. NOTIFICATION OF EMPANELMENT:

- i. The issue of empanelment order shall constitute the intention of IKM to enter into Contract with the bidder.
- ii. Within a maximum of 7 days from the date of issue of the Letter of Empanelment (LOE), the ITSP shall acknowledge the receipt of the same and submit Empanelment Bank Guarantee (EBG) within 15 days from the date of LOE for Rs. 2,00,000/- (Rupees Two Lakhs Only) with **Three years Six months**.
- iii. **Failure to submit requisite Empanelment Bank Guarantee by the partner, will lead to encashment of the Earnest Money Deposit (EMD).**

9. AGREEMENT:

An agreement would be executed simultaneously to ensure successful working of the system between the IKM and the bidder / consortium selected to implement the system that would also define the terms and conditions for completion of the service in a time- bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible, to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the EOI document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated on account of Evaluation Committee deliberations. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Kerala only. Draft Agreement has been enclosed with EOI documents as **Annexure 'K'**.

10. SIGNING OF THE AGREEMENT:

- i. The signing of model agreement as per **Annexure 'K'** shall constitute the empanelment of bidder. The agreement will be signed only after submission of Empanelment Bank Guarantee (EBG) by the selected partner.
- ii. Upon the successful bidder furnishing Empanelment Bank Guarantee (EBG), IKM shall discharge the EMD submitted by the firm.

11. Mode of engagement with the Empaneled Partners

- i. The Technical Solutioning & Resource persons will be requested by the IKM from the empaneled firms/startups.
- ii. The Technical Resource Persons will be screened based on the profile and interviewed by the IKM and selected for engagement with IKM.
- iii. The Man-Hour/Man-Month cost for each person within each category for each firm persons will be determined and mutually agreed before engagement, based on the price discovery done during empanelment and the rates submitted by the empaneled firms during service-based engagements.
- iv. A Performance Guarantee needs to be paid against each resource at the rate of 5% of the total annual salary.

12. Terms & Conditions of EOI

1. Submission of an EOI is evidence of an applicant's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If an applicant fails to comply with any of the terms, its EOI may be rejected.
2. Willful misrepresentation of any fact in the EOI will lead to the disqualification of the applicant without prejudice to other actions that the IKM may take. The applicants shall be deemed to license, and grant all rights to IKM, to reproduce the whole or any portion of their product/solution for the purpose of evaluation and to disclose and/ or use the contents of submission as the basis for EOI process.
3. IKM reserves the right to accept or reject any or all EOIs received without assigning any reason there for whatsoever and the IKM's decision in this regard will be final. No contractual obligation whatsoever shall arise from the EOI process.
4. Any effort on the part of applicant to influence evaluation process may result in rejection of the EOI.
5. IKM is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.
6. IKM reserves the right to verify the validity of information provided in the EOIs and to reject any bid where the contents appear to be incorrect, inaccurate, or inappropriate at any time during the process of EOI or even after award of contract.
7. Applicants shall be deemed to have:
 - a. examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
 - b. examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.
 - c. satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the applicant shall notify the IKM in writing on or before the end date/time.
8. The applicant shall bear all costs associated with submission of EOI, presentation/POC desired by the IKM. IKM will not be responsible or liable for any cost thereof, regardless of the conductor outcome of the process.
9. Applicants must advise the IKM immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advice. For successful applicants, this requirement applies until a contract is awarded as a result of the subsequent bidding process.
10. Shortlisted applicants must not advertise or publish the same in any form without the prior written consent of IKM.
11. Only brief overview of the proposed arrangement given in this document, which may be further elaborated, viz., more details like Price Discovery, will be included in the specific agreement to be signed.

12. IKM shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Applicants. Reasons for cancellation, as determined by IKM in its sole discretion include but are not limited to, the following:
- a. Services contemplated are no longer required.
 - b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
 - c. The project is not in the best interest of IKM.
 - d. Applicants/respondents do not meet the expectations of the IKM.
 - e. Any other reason.

13. OTHER GENERAL TERMS & CONDITIONS OF THE EOI:

- 13.1 **Intellectual Property Right to IKM:** The Solutions, Software & Source code developed will be sole intellectual property of the IKM
- 13.2 **PATENT RIGHTS:**
The ITSP shall indemnify the IKM against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in service delivery by the ITSP.
- 13.3 **INDEMNITY:**
The ITSP shall indemnify, defend and hold IKM harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by IKM which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of ITSP's obligation or agreement contained herein.
- 13.4 **Escrow Account:**
In case the services rendered to the customer involve any software service, then source code of the software needs to be shared with IKM through an Escrow Account. However, the *requirement of Escrow Account will be on case to case on mutual discussion basis and as per arrangements/requirement of the customer.*
- 13.5 **BANK GUARANTEE:**
- a) The successful bidders shall furnish Bank Guarantee of Rs.2,00,000/- (Rupees Two Lakh Only) before signing of the Agreement at the time of empanelment as per **Annexure-J** and will be called as Empanelment Bank Guarantee (EBG). EBG shall be valid for **three years six months** from the date of signing of the Agreement. The ITSP should agree to renew the EBG from time to time till expiry of agreement or till IKM is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the ITSP. Without prejudice to its rights of any other remedy, on failure of the ITSP to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, IKM shall en-cash/forfeit the said Empanelment Bank Guarantee.
 - b) In addition to Empanelment Bank Guarantee (EBG), Empanelled ITSP needs to submit Order/Contract specific back to back Performance Bank Guarantee (PBG) on Service to Service basis. This shall be as per the conditions of contract related to a service which has to be implemented by the ITSP and differ on a service to service basis and shall be furnished by the ITSP as and when required to be furnished under a specific agreement with end Customer. The duration of the

service based PBG will be six months more than the duration of service. The performance Guarantee shall be in the form of Bank Guarantee issued by a scheduled Bank and in the format as intimated by the client who has issued business to IKM/ITSP for the empaneled service.

- c) The Bank Guarantees shall be forfeited or deductions made or en-cashed in the following cases:
 - i. If the ITSP withdraws from the service midway during the service term.
 - ii. If the ITSP fails to perform its obligations except for force majeure situations.
- d) The proceeds of the EBG and PBG shall be payable to the IKM / client as the case may be towards compensation for any loss resulting from the ITSP's failure to complete its obligations under the Agreement related to execution of specific services for which the ITSP has been empaneled for.
- e) The performance Guarantee will be discharged by the IKM after completion of the ITSP's performance obligations including any warranty obligations under the specific service Agreement.
- f) In case there are more than one work with ITSP and in case ITSP fails to perform its obligations or unsatisfactory performance and /or withdraws service midway from any of the work awarded, then PBG of works awarded to ITSP will be encashed. **Further it is clarified that generally PBG will be encashed of the work in default only. However, EBG/other PBG available may be encashed if loss of the work is not indemnified and a partner may liable to be delisted from IT Service Partner (ITSP) empaneled list.**

13.6 PAYMENT TERMS:

The Payments will be based on the pre-agreed rate for resources being sourced/engaged.

13.7 FORCE MAJEURE:

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the IKM as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.
- b) Provided also that if the contract is terminated under this clause, the IKM shall be at liberty to take over from the ITSP at a price to be fixed by the Purchaser, which shall

be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the ITSP at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

13.8 **TERMINATION FOR DEFAULT:**

Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:

- a) The IKM may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the ITSP, terminate this contract in whole or in part.
 - i. If the ITSP fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the IKM.
 - ii. If the ITSP fails to perform any obligation(s) under the Contract; and
 - iii. If the ITSP, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the IKM may authorize in writing) after receipt of the default notice from the IKM.
- b) Upon occurrence of any of the defaults, the IKM would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the IKM shall be final and binding on the Bidder.
- c) In such case the IKM shall intimate the selected bidder in writing about all issues where performance is below the expected level or is not satisfactory and the selected bidder shall be given 60 days to rectify the same. Failure to rectify the same shall result in termination of the contract.
- d) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by IKM to meet conditions precedent.

13.9 **TERMINATION FOR INSOLVENCY:**

The IKM may at any time terminate the contract by giving written notice to the ITSP, without compensation to the ITSP, if the ITSP becomes unwilling, bankrupt or otherwise insolvent.

13.10 **GOOD FAITH NEGOTIATION:**

- a) The parties shall endeavor, in the first instance to resolve any dispute, disagreement arising out of or in connection with this agreement through Good Faith and Negotiation.
- b) For the purpose of conducting Good Faith Negotiations, each party shall within 15 days of the commencement of the agreement designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to

resolve any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the part he represents.

- c) The Dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.
- d) The representative of the party which considers that a dispute has arisen shall give to the representative of the other party, a written notice setting out the material particulars of the Dispute in issue, in short a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.
- e) Within 30 days or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representatives of both parties shall meet in person at either of the registered office of the parties or at any designated place to attempt in good faith, and using their cost endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the parties (the settlement).
- f) If a settlement is not reached within thirty days after Negotiation on date, such dispute shall be referred to Arbitration.

13.11 **ARBITRATION**

- a) The parties shall attempt to resolve through good faith and consultation in their behalf, disputes arising in connection with this agreement, and such consultations shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of this agreement, the same shall be referred to arbitration, which shall be held in Kerala. The arbitration proceedings shall be in accordance with the provision of the arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. Arbitrator shall be appointed by CMD/IKM. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

13.12 **SET OFF:**

- a) Under no circumstances shall any or some of money due and payable to ITSP (including security deposit refundable to him) under this Agreement be appropriated by IKM or any other person(s) contracting through the IKM and set off the same against any claim of IKM or such other person or person(s) for payment of a sum of money arising out of this Agreement or under any other Agreement made between

ITSP and IKM or such other person(s) contracting through the IKM Except when,

- b) Such dues are required to fulfill, upto determined liability, any penalty (this shall be as per the conditions set by the client that has given Work order to IKM to execute the service) or fine imposed on IKM by appropriate authorities or government, or the said client.
- c) Such dues are payable to third party jointly by IKM and ITSP under this Agreement, upto the amount ITSP may be partly liable.
- d) For the purpose of this clause, all determination required prior to set-off shall be made as per dispute redressal mechanism under this Agreement, save and except where such determination is mutually agreed upon.
- e) Upto the point the final determination is arrived out by the Dispute Redressal Mechanism, IKM may provisionally withheld the disputed amount, as it reasonably believes to be the liability of the ITSP.

13.13 **Disclaimer:**

IKM is not committed either contractually or in any other way to the applicants whose applications are accepted. The issue of this Request for EOI does not commit or otherwise oblige the IKM to proceed with any part or steps of the process. Subject to the applicable legal provisions, IKM and its directors/officers/employees/contractors/agents and advisors disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this Request for EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of IKM or any of its officers, employees, contractors, agents or advisors.

ANNEXURE – A**BIDDER INFORMATION SHEET EMPANELMENT OF IT SERVICE PARTNER (ITSP)**

S. No.	PART A	GENERAL INFORMATION
1.	Name of the company/ Agency/ Consortium	
2.	Type of Incorporation (individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity)	
3	Year Incorporated	
4	Address for communication	
5	Name of Contact Person	
6	Designation	
7	Phone No.	
8	Mobile No.	
9	Email address	
<i>PART B1: Details of Eol Document Fee</i>		
1	Amount of Draft	Rs
2	Issue Date	
3	D.D. No.	
4	Name of the bank	
5	Branch	
<i>PART B2: Details of EMD</i>		
1	Amount	Rs
2	Issue Date	
3	EMD No	
4	Name of the bank	
5	Branch	

PART C: Application Details			
Sl.No	Required Information	Filled in Details	Documents to be attached in Annexure A
1	Name and address of the Person Signing the document.		a) Power of Attorney attested by Notary or b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney or c) In case of consortium authorization on the letter head of the bidder / consortium as per Annexure H .
2	Whether the company is individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity.		a) Certificate of Incorporation b) Memorandum and Article of Associations c) Proof of Listing d) Partnership deed in case of partnership / LLP
3	Name of the Directors with DIN Numbers		e) Consortium agreement and undertaking as in Annexure G in case of consortium
4	Area of Business: IT/Networking company/ Telecommunication company etc.		f) Latest Annual report
5	EOI cover letter- Bid Form		As per ANNEXURE-I
6	Annual Turnover for last three years	2020-21: Rs 2021-22: Rs	Balance sheet, Profit & Loss Account & ITR for the financial Years (a) 2020-21 (b) 2021-22

		2022-23: Rs	(c) 2022-23 It should be certified by the CA in letter head of the CA firm as per Annexure-G
7	GST Registration No.		Copy of GST Registration
8	Income TAX PAN No.		Copy of PAN/TAN
9	Bidder Bank details: Bank Name: Bank Account: IFSC Code:		
10	NIL Deviation Declaration		Self-declaration.

Signature:

Name:

Designation:

ANNEXURE - B**Pre-Qualification Criteria/Eligibility Criteria for Bidders:**

S. No.	Pre-Qualification Criteria	Documentary Evidence Required
1	A Limited Company/Private Limited Company/ Partnership or LLP(Limited Liability Partnerships)/ or a registered Business entity or a Startup entity registered with the Registrar of Firms/Registrar of Companies/Govt. Agency (as applicable).	Memorandum and Article of Association, Valid legal document like Certificate of Incorporation/ Registration Certificate as issued by Competent Authority and has to be registered under the same name with any one Government tax authority or import-export code or bank account in name of the bidders or PAN Card or any other legal registration document.
2	The ITSP should have Cumulative turnover of at least INR 5 Crores in last 3 years in India as per the standalone financial statements.	Copy of audited relevant financial statements for the entity for the last 3 financial years
3	The ITSP must have profitable operations in India for at least 2 of the last 3 financial years preceding the date of submission of EoI.	Copy of audited profit and loss statement for the entity for last 3 financial years
4	The ITSP have provided Satisfactory Successful Services Individually to enterprise/retail customers for a period of at least 2 years.	Attach work orders/Certificates specifying “completion” or “satisfactory work in progress” and Reference & Contact details of the Customer.
5	The ITSP should not have been blacklisted by any of the Government Organizations/ PSUs for the past 2 years.	Self-Declaration

6	ITSP should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidder(s) in respect of this EoI	Self-Declaration
7	Power of attorney in favor of authorized Signatory	Duly notarized Power of Attorney in favor of Authorized Signatory/ Board Resolution for all consortium members.
8	The ITSP should be an owner or authorized representatives of IPR (Intellectual Property Rights)/ Unique ICT Capabilities/Solution/Product/ Services amenable to be used in e-Governance Solutions	Certification in support of owning/authorization of IPR (Intellectual Property Rights)/ Unique ICT Capabilities /Solution/Product/ Services

ANNEXURE - C**Format of Evaluation Criteria for Technical Bidding****A) Evaluation Criteria: Open Category (100 Marks)****I. Company Profile – Open Category: 10 Marks**

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
a)	Capability for Execution of Commercial Work Orders (Last 03 Financial Years as on bid submission date)			
	Executed Commercial Work Orders 5 Cr & above	5	5	Commercial Work Order and Confirmation from client on letter head confirming deployment.
	Orders above 3 Cr but less than 5 Cr	3		
	Orders above 1 Cr but less than 3 Cr	2		
	Orders 50 Lakh to 1 Cr	1		
b)	Annual Turnover of the Company			
	More than 7 Cr	5	5	Latest audited Balance Sheet.
	5 Cr to less than 7 Cr	3		
	3 Cr to less than 5 Cr	2		
	2 Cr to less than 3 Cr	1		

II. Proposed Service Offering: Open Category: 40 Marks

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
a)	Offered Service/Solution in e-Governance Applications	On scale of 1 to 10	10	Write up
b)	Offered Service/Solution - Uniqueness/Differentiation & Impact	On scale of 1 to 5	5	Write up
c)	Experience in Development & Deployment of e-Governance Services (In last 3 years as on bid submission date)			
	More than 1 lakh end customers or Commercial Work Order executed for INR 5 Cr and above.	10	10	Commercial Work Order and Confirmation from client on letter head confirming deployment.
	More than 50000 end customers or Commercial Work Orders executed for More than 3 Cr and up to 5 Cr	7		
	More than 20000 end customers or Commercial Work Orders executed for More than 1 Cr and up to 3 Cr	5		
	More than 5000 end customers or Commercial Work Orders executed for More than 25 Lakhs and up to 1 Cr	3		
d)	Maturity of proposed Services: The proposed solution working commercially			
	If the proposed solution working commercially for 5 years and above	5	5	Documentary evidence/ Commercial Work Order and Confirmation from client on letter head confirming deployment.
	More than 2 years but less than Two Years	3		

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
	More than One Year	2		
	If the proposed solution is commercially operated	1		
e)	Patent/IPR held or filed.	5	5	Documentary evidence.
f)	Solutions that is amenable to be directly used and integrated in IKM's K-SMART platform	5	5	Solution Document

III. Proposed Business Model: Open Category - 20 Marks

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
a)	Comprehensiveness of the submitted Business Model/Case (Suitability & Soundness of Business Case, USP of the proposed service, Implementation Strategy)	On scale of 1 to 20	20	Write up

B) Evaluation Criteria: Start-up/MSME Category (100 Marks)

I. Company Profile /Founder Profile: Start Up: 10 Marks

a)	Funding Status			
	Funded by external Venture Capitalist	5	5	Relevant documents
	Funded by startup Incubation or accelerator program	3		
	Funded by Angel Funding	2		
	Crowd Funded by Crowd Funding	1		
b)	Experience of Founders of the Company			
	15 Years +	5	5	Documentary Evidence of Qualifications and Experience in ICT Field
	10 Years +	3		
	5 Years +	1		

II. Proposed Service Offering: Start up/MSME Category :40 Marks

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
a)	Offered Service/Solution in e-Governance Applications	On scale of 1 to 10	10	Writ up
b)	Offered Service/Solution Uniqueness/Differentiation	On scale of 1 to 5	5	Write up
c)	Stage of the Startup/MSME (<i>in the last one year as on bid submission date</i>)			
	Scale Out – Scaling the Business. (<i>End Customers for more than 20000 or value more than 2 Cr.</i>)	10	10	Documentary evidence like Commercial Work Order and Confirmation from client on letter head confirming deployment.
	Early Stage Traction - End Customers more than 5000 and less than 10000 or value more than 1 Cr and less than 2 Cr	7		
	Early Stage Traction - End Customers more than 1000 & less than 5000 or value more than 25 Lakh and less than 1 Cr	5		
	MVP (Minimum Viable Product) with commercial operation with Customer.	3		
	MVP (Minimum Viable Product) Trial with Customer.	1		

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
d)	Business Executed on the proposed Services: The proposed solution working commercially			
	If the proposed solution working commercially for one year and above	5	5	Documentary evidence/ Commercial Work Order and Confirmation from client on letter head confirming deployment.
	More than Six Month but less than One Year	3		
	More than three months but less than Six Months	2		
	If the proposed solution is commercially operated	1		
e)	Patent/IPR held or filed.	5	5	Documentary evidence
f)	Solutions that is amenable to be directly used and integrated in IKM's K-SMART platform	5	5	Solution Document

III. Proposed Business Model: Start Up/MSME Category - 20 Marks

S. No.	Parameter	Score	Max Score	Documentary Evidence Required
a)	Comprehensiveness of the submitted Business Model/Case (Suitability & Soundness of Business Case, USP of the proposed service, Implementation Strategy)	On scale of 1 to 20	20	Write up

C) Solution Presentation (For both Open Category and Start Up Category)**IV. Solution Presentation (Maximum Marks: 30)**

S. No.	Content of Solution Presentation
1	Company Background
2	Solution Offering
a)	Functionalities of the proposed Solution/Services platform for e-Governance
b)	Uniqueness/Differentiation/Impact of the proposed solution/services
c)	Service Management Capabilities of the solution
d)	Application Architecture and System Design
e)	Technical Specifications of the proposed solution
3	Business/Collaboration Model proposed by the ITSP (i.e., USP of Service, Implementation Strategy)
4	Proposed Development & Deployment Plan

ANNEXURE - D

Format for Financial Bid for competitive Price discovery. All bidding prices to be exclusive of GST.

SI No	Key Resource Staff	Number of Ready to share resources available	Man-Hour Cost	Man-Month Cost
1	System Designer & Architect (Solution/Enterprise/Integration/Database/Security Architect)			
2	Product Technical Manager/System Analyst			
3	Technical Lead			
4	IT Business Analyst			
5	Java Developer			
6	Python Developer			
7	Front End Developer			
8	GIS Developer			
9	Mobile App Developer			
10	UI/UX Designer			
11	DevOps Engineering & Cloud System Management			
12	Database Administrator			
13	IT Security and Audit Expert			
14	Subject Matter Expert (SME)			

ANNEXURE – E

SCOPE OF WORK: BROAD TERMS OF EMPANELMENT

1. Scope of Empanelled Partner includes end to end delivery and maintaining the Digital Services proposed to be hosted in IKM's State of art Data Centre.
 - 1.1. IKM is looking for developing core capabilities through partners (who will be called as IT Service Partner (ITSP) for developing, securing and executing business created using ICT as vehicle for revolution) in contributing such services exploiting the strength of IKM.
 - 1.2. The terms and conditions with the ITSP in the individual contracts will be as per customer's contract terms and conditions. In cases where there is any conflict between the customers' requirements and the provisions mentioned in this EOI then the customers' requirements will prevail and will be settled between IKM and ITSP through mutual discussions.
 - 1.3. The SLA's (Service Level Agreements) as well as penalty will be on back to back basis. Adequate process of customer complaint resolution by the partner will be established on mutual discussions with IKM.
 - 1.4. ITSP shall bear all costs/ expenses pertaining to all statutory permissions/clearance from the competent Government Agencies/ Statutory Bodies and other Local bodies for setting up/operating the proposed empanelled services.
 - 1.5. The ITSP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of ITSP or IKM with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.
 - 1.6. Co-Branded Service with the ITSP can be considered on mutual discussion basis and formalities through signed agreement.
 - 1.7. It must be noted that while all the information and data regarding this service, to the best of the IKM's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and IKM holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any bidder by the Competent Authority on this account.
 - 1.8. The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of IKM in general. No dispute regarding the local and

surrounding conditions, geographical or political shall be entertained by the Competent Authority. The Competent Authority shall only endeavor to make the conditions as congenial and favorable for carrying out the Service as possible within its power and day to day affairs shall be managed by the selected bidder at their own cost and risk.

2. ROLES AND RESPONSIBILITIES

- 2.1. The broad roles and responsibilities of different partners will be as follows. In case any activity is not explicitly defined then the same will be settled on mutual agreement basis.
- 2.2. **ROLES AND RESPONSIBILITY OF THE EMPANELLED ITSP:** The successful bidder has to provide as under:
 - 2.2.1. Securing Business in consultation with IKM at their own cost, acting as strategic partner of IKM.
 - 2.2.2. Make all investments in service personal acquisition and execution.
 - 2.2.3. The ITSP shall provide and deploy such qualified and experienced personnel as may be required by the IKM to perform the services.
 - 2.2.4. EBG of Rs 2,00,000/- (Rupees Two Lakh) and service specific PBG on service-to-service basis shall be submitted by the ITSP to IKM. ITSP / PARTNER may have back-end relationship with other specialized entities for providing necessary equipment / services / solutions. These relationships shall not have any liability on IKM and IKM shall, in no way, be a party to it and should be indemnified.
 - 2.2.5. Hold monthly Coordination Committee meetings with the Nodal Officer of the Department and update on progress of the work and transfer all data to the Nodal Officer.
 - 2.2.6. All taxation and other Governmental Statutory Tax compliances in its domain shall be the liability of the bidder. Since this is an arrangement on revenue share basis, the ownership of equipment / stores supplied by the partner for partner's share of work will be with partner. Their proper up keep and maintenance along with replacements if any, as and when needed, will be the partner's responsibility.
 - 2.2.7. The ITSP has to take responsibility for violation of any law or direction of statutory authority or found to be in contravention of intellectual property rights (IPR) etc. during service execution phase if that responsibility was within the domain of ITSP and vice a versa.
 - 2.2.8. The ITSP shall be responsible for obtaining the copyrights/IPRs at its own costs, for the entire content of various types provided
- 2.3. **ROLES AND RESPONSIBILITY OF IKM:** IKM shall provide all support and enforcement to help execution of the service for the period of contract and all approvals etc as may be required for execution of the said service. This shall include but not limited to the following:
 - 2.3.1. IKM shall provide a conducive organizational atmosphere for the set up to operate the service.
 - 2.3.2. IKM shall enter into an agreement for legal sanctity to the work carried out at the

- 2.3.3. Coordination Committee Meet: - IKM shall hold one coordination committee meeting in the first week of every month which shall be the platform to resolve any issues related to service implementation through mutual discussions and in good faith. The duration may be adjusted as per service requirements.

3. SERVICE EXECUTION MODE/MODE OF ENGAGEMENT

- 3.1. The Technical Solutioning & Resource persons will be requested by the IKM from the empaneled firms/startups.
- 3.2. The Technical Resource Persons will be screened based on the profile and interviewed by the IKM and selected for engagement with IKM
- 3.3. The Man-Hour/Man-Month cost for each person or category of persons will be determined and mutually agreed before engagement based on the price discovery done during empanelment and the rates submitted by the empaneled firms during service-based engagements.
- 3.4. The Empaneled IT Service Partner (ITSP) shall provide and deploy such qualified and experienced personnel as may be required by the IKM to perform the services.

4. Additional Notes:

- 4.1. At the time of inviting quotation, if the empanelled ITSP is unable to quote against the inquiry, Regret Letter' must be sent. Failure to do so repeatedly (on 03 occasions) may result in deletion of tenderer's name from the empanelled list. Further, empanelled ITSP have to share contact details of 03 (three) representatives of the organisation. Request for quotation will be sent through e-mail only, to representatives of the empanelled ITSP. It will be responsibility of ITSP to intimate and confirm with IKM, in case there is change in contact details of their organisation.
- 4.2. At the time of inviting quotation, wherever the indirect taxes are not specifically indicated, the prices quoted will be presumed as Inclusive of all taxes and no statutory variation will be payable by IKM. The rates of taxes should be clearly mentioned. HSN/SAC no. should be indicated in the offer.
- 4.3. At the time of inviting quotation, bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.
- 4.4. Unless otherwise specified all prices quotes must remain firm except for statutory variation in taxes during the contractual delivery period. Any increase in taxes after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of IKM for any other action including termination. Price variation clauses if any should be clearly quantified without any ambiguity with ceiling limits.
- 4.5. Quotation should preferable be typewritten and any correction or over-writing should be initialled. Rates to be indicated both in words and figures.
- 4.6. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the seller directly or indirectly to any person, firm or corporation whatsoever without the consent of IKM in writing.

- 4.7. No payment will be released without having a valid EBG and PBG in hand as required.
- 4.8. Unless otherwise specified, IKM/RDSO (Research Designs & Standards Organization) will inspect the material after the delivery at sites. IKM may have option to carry out stage inspection/pre-dispatch inspection at Supplier's works. Manufacturer's Test Certificate / Material test Certificate from Government of India approved test house are to be provided wherever required. IKM may have option for test in its laboratory and its report shall be final and binding.

5. EXCLUSIVITY/BASIC PRINCIPLES FOR FUTURE ADAPTATIONS

- 5.1. The relationship is on non-exclusive basis for both the parties.
- 5.2. Though Non-exclusive but IKM visualizes very long-term relationship through this EOI. The initial period of empanelment under this EOI is **Three (03) years**, unless terminated earlier, and it can be extended on mutual terms and conditions.
- 5.3. If the ITSP fails to meet the deadlines of the said service or is not able to implement the service in stipulated time then IKM in addition to invoking of the EBG and Service PBG, may get the contract implemented, upon such terms and in such manner as it deems appropriate from any other party. Any excess amount, which it may incur in doing so, will be paid by the ITSP, limited to 100% of Contract Value of the Work Awarded.
- 5.4. The partner can sell the services in the name of IKM after written consent from IKM.

6. CUSTOMER COMPLAINT RESOLUTION

- 6.1. That this shall be as per the Service Level Agreement for specific contracts that become operational and as per the roles and responsibilities of the IKM&ITSP.

7. **INSURANCE:** Parties hereto categorically agree to get the insurance covered for their respective service areas by themselves and shall not be liable to each other for the loss and / or damage arising thereto under such service areas as agreed to in this agreement.

8. VALIDITY OF THE AGREEMENT

- 8.1. Agreement shall remain in force initially for a period of Three(03) years on non-exclusive basis from the date of award of work and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. IKM reserves the right to enter in agreement with other partners also except in respect of services which have already been made operational with the ITSP.
- 8.2. However the individual agreements for any customer in vogue at the end of master agreement will continue to be in operations, even if the main ITSP empanelment agreement has not been extended due to any reasons.
- 8.3. IKM shall have the right of first refusal and settle all financial obligations within 60 days of having communicated its willingness to exercise the option to buy any operational service from the ITSP.

9. MODIFICATION IN THE TERMS AND CONDITIONS OF AGREEMENT:

9.1. The terms and conditions of the agreement are subject to modification by mutual agreement based upon the request of either party.

10. EXIT CLAUSE

10.1. The ITSP may exit from this business or prematurely revoke this agreement by giving Six (06) months written notice to IKM after one year lock in period. Similarly, IKM can also exit prematurely from this agreement after giving Six (06) months written notice to Partner after one year lock in period. This shall be done without any claim of liability on each other.

10.2. Exit Option Exercised By ITSP:

10.2.1. In case any service is already operational and IKM wants to acquire the assets and want to continue with the service then in such case IKM may acquire the asset created by the ITSP for delivery of service, on mutually agreed market value or depreciated value whichever is lower, and IKM will have the first right of acceptance/refusal.

10.2.2. The depreciated value of equipment – the net value of the equipment as determined by charging depreciation at rates specified in Companies Act of India, 2013 as amended from time to time under the Written Down Value method.

10.3. Exit Option Exercised By IKM:

10.3.1 In cases where IKM has exercised the exit option, the assets created by the ITSP will be of the ITSP and they will be free to use it any fashion as deemed fit. However, the services of existing customers will be decided based on agreement terms and conditions.

10.4. After exit from the agreement as a result of being empaneled under this EOI:

10.4.1. Neither party shall represent the other party in any of its dealings.

10.4.2. Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.

10.4.3. The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement.

11. TRANSFER AND TERMINATION OF AGREEMENT:

11.1 ITSP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of ITSP or IKM with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.

11.2 That if there is a change in the constitution of the ITSP or IKM, its successor body shall be bound by the agreement and service-related commitments during its validity period.

11.3 IKM reserves the right to terminate the agreement for

11.1.1. Any breach or non-observance or non-fulfillment of agreement conditions related to service deliverables.

11.1.2. Any other violation of clauses of this EOI / agreement

- 11.1.3. IKM may suspend / terminate the agreement with sixty days' notice. In case of the case leading to termination then further action will be taken as per exit clause of this EOI document.
- 11.4 Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.
- 11.5 The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement in relation to services which are already operational.

12 RIGHT TO INSPECT

Both parties will provide the necessary facilities for continuous monitoring of the services under implementation, at its own cost, when required by IKM or any Statutory Authority empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice before may defeat the very purpose of the inspection, a notice after such inspection shall be provided, also assigning reason for such exceptional circumstances.

13 CONFIDENTIALLY AND NON-DISCLOSURE OF INFORMATION

- 13.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. IKM will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. IKM will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.
- 13.2 Confidential Information" shall collectively mean any and all information (whether commercial, non-commercial, business, proprietary, personal or technical), studies, subscription lists, analysis, data, or other documents in written, graphic, oral, or other tangible or intangible forms developed, licensed to and/or owned by any of the parties to this agreement and / or disclosed by one party (owner) to another (recipient) that is prior to or at the time of disclosure, identified in writing as confidential, or such information that by its inherent nature or circumstances of disclosure is deemed to be confidential, or proprietary, or is orally delivered, summarized in writing by Owner and delivered to the Recipient within 15 days of such disclosure. Confidential information shall also be deemed to include any and all information that is obtained by the Recipient or the non-disclosing party in performance of the obligations provided in the agreement. All personally identifiable data regarding customers of IKM shall be deemed confidential information without the need to identify such items as confidential or proprietary. The confidential information shall always remain the property of the owner.
- 13.3 Recipient may use confidential Information of owner only for the purpose. Recipient may disclose confidential information received hereunder to its employees strictly on a need to know basis, for the purpose and who are bound to protect the received confidential information from unauthorized use and disclosure under the terms of a written agreement of similar nature. The recipient further agrees that it shall not use the

- confidential information of the owner for its own benefit, or the benefit of any third party, even in furtherance of the purpose without the prior written consent of the owner.
- 13.4 The recipient shall ensure that confidential information is not disseminated or accessible to or used by any person, whosoever, who strictly does not have the need to know such information and shall put in place at least such control as it employs with respect to its own proprietary or confidential information of like importance which it does not desire to have disseminated or published, but in any case using no less than a reasonable degree of care. Further, the Recipient shall not make or have made copies of the confidential information in any medium without the consent of the owner.
- 13.5 In the event Recipient is required by law, regulation or court order to disclose any of Owner's confidential information, recipient will promptly notify owner in writing prior to making any such disclosure in order to facilitate owner seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with owner in seeking such order or other remedy.
- 13.6 The obligation of confidentiality and use with respect to confidential information disclosed hereunder shall survive any termination of this agreement or expiration of the agreement for a period of 03 years unless extended by the owner in writing.
- 13.7 The recipient shall ensure that the physical security, data integrity, handling, storage etc. of all confidential information shall conform to the standard security measures. Notwithstanding anything contained herein ITSP agrees that the data integrity and physical security of the confidential information shall not be compromised in any manner.
- 13.8 Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered under service agreement.
- 13.9 The Parties acknowledge that confidential information is unique and valuable, and that disclosure in breach of this agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of any breach or threatened breach of confidentiality, the owner shall be entitled to specific performance and injunctive or any other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief or claim for monetary compensation or damages.

14 PROHIBITION OF CERTAIN ACTIVITIES BY THE ITSP

- 14.1 ITSP shall not indulge in any project which is prohibited by Indian Laws.
- 14.2 ITSP shall not engage on the strength of this agreement, in the provision of any service other than the services agreed upon in this Agreement, without prior agreement in addendum to this Agreement regarding such service with IKM.
- 14.3 To remove any doubt, it is hereby clarified that nothing contained in above para does not include ITSP activities related to engaging in advertising and promotional activities relating to service deliverables under a specific contract or efforts to source a service for IKM.
- 14.4 Neither party shall be entitled to use the names, trademarks, service marks or logos of the other without the other's prior written approval.

15 LIABILITY:

- 15.1 Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement.

ANNEXURE - F

AUTHORISATION ON THE LETTERHEAD OF THE BIDDER / CONSORTIUM

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the **Expression of Interest for Empanelment of IT Service Partner**, we have hereby authorized Sh/Ms working in capacity of with M/s to execute all documents on behalf of the Consortium for the above said EOI.

Signature Party 1 with seal:

Signature Party 2 with seal:

ANNEXURE - G

CA CERTIFICATE ON LETTER HEAD OF CA FIRM

TO WHOMSOEVER IT MAY CONCERN

This is to state that upon perusal of books of accounts of M/s , it is stated that their turnover is as under:

	FY 2020-21	FY 2021-22	FY 2022-23
Turnover In Crores			

That the average turnover in the last three financial years or last two audited balance sheet and current year provisional balance sheet shows an average turnover ofcrores.

Signature of CA Firm with Seal

Note: Please also submit signed copy of the Audited Profit & Loss Account, Balance Sheet and Income Tax Returns (ITR) as downloaded from Income Tax website.

ANNEXURE - H**CONSORTIUM UNDERTAKING ON RS 10 STAMP PAPER****TO WHOMSOEVER IT MAY CONCERN**

This is to state that for the purpose of the **Expression of Interest for Empanelment of IT Service Partner**, we have agreed to form a Consortium as under:

S. No.	Name Of Agency With Address	Name Of Signing Authority Along With Designation	Role In Consortium
1			
2			

Signature Party 1:

Signature Party 2:

ANNEXURE – I
EOI COVER LETTER – BID FORM

Ref:

Date:

To,

Chief Mission Director
 Information Kerala Mission
 Trivandrum, Kerala

REF: Expression of Interest for Empanelment of IT Service Partner (ITSP)

Dear Sir,

1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI **along with subsequent related corrigenda issued** and all the terms and conditions thereof.
2. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the ITSP for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. We have applied under..... **Category.**
5. I/We have enclosed towards Empanelment Processing Fees a Bankers Cheque / Demand Draft No. dated drawn on for Rs /- (Rupees..... Only) that is applicable to the category under which this EOI response has been submitted and enclosed with this letter.
6. ***I/We have also enclosed towards Earnest Money Deposit a Bankers Cheque/ Demand Draft No. dated drawn on for Rs 1,00,000 (Rupees one Lakh Only) and been enclosed with this letter. (Not applicable for Startup organizations registered with KSUM/DIPP/Incubatee Organizations registered with DST approved incubation centre/Registered MSME organizations.)***
7. We undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
8. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
9. That working in the capacity of on behalf of our Company / Consortium is hereby authorized to sign all EOI documents.

Signature

Name

Designation

ANNEXURE - J

PROFORMA FOR EMPANELMENT BANK GUARANTEE

To

Chief Mission Director
Information Kerala Mission
Trivandrum, Kerala

1. In consideration of the IKM having agreed to sign an agreement with M/sto..... (Hereinafter called 'IT SERVICE PARTNER') to engage services of Managed Value-Added Service Providers to assist IKM for implementation of innovative Services as per the EOI No (hereinafter called 'the said agreement') on the terms and conditions contained in the EOI, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. (in words.....) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We.....(indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of IT Service Partner hereby irrevocably and unconditionally guarantee to IKM that IT Service Partner shall render all necessary and efficient services which may be required to be rendered by IT Service Partner in connection with and/or for the performance of the said IT Service Partner and further guarantees that the service which shall be provided by IT Service Partner under the said agreement, shall be actually performed in accordance with terms & conditions of IT Service Partner to the satisfaction of the IKM.

2. We, the Bank, hereby undertake to pay IKM an amount not exceeding Rs..... (Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by IKM by reason of any breach by the said IT Service Partner of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs..... (Rupees..... Only) to the IKM to secure due and faithful performance by IT Service Partner of all his/their obligations under the said agreement.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IKM stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the IKM by reason of breach by the said IT Service Partner of any of the terms or conditions contained in the said agreement or by reason of IT Service Partner's failure to perform any of its obligations under the said agreement."

5. We, the Bank, hereby agree that the decision of the IKM as to whether IT Service Partner has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the IKM by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of ten and half years from the date hereof and that it shall continue to be enforceable till all the dues of the IKM and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till IKM satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said IT Service Partner and accordingly discharged this guarantee.

(b) The IKM shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said IT Service Partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the IKM against the said IT Service Partner and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said IT Service Partner or forbearance act or omission on the part of the IKM or any indulgence by the IKM to the said IT Service Partner or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against IT Service Partner shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the IKM exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by IT Service Partner.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the IKM in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until Year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

DateDay..... For.....(Name of Bank)

In the presence of Witnesses:

Signature
Name
Occupation
Address
Place
DATE

Signature
Name
Occupation
Address
Place
DATE

ANNEXURE - K

MODEL FORMAT OF AGREEMENT BETWEEN IKM AND ITSP

AGREEMENT

This agreement is made at Trivandrum, Kerala on the .../...../2023 for implementation of the work FOR IMPLEMENTAION OF SERVICES AS PER THE **EXPRESSION OF INTEREST ENQUIRY NO. IKM/..... DATED .../.... /2023 - Expression of Interest for Empanelment of IT Service Partner (ITSP)**

Information Kerala Mission, Trivandrum (hereinafter referred to as IKM, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **FIRST PARTY'**.

AND

M/s (CIN : _____ as applicable) having office at (herein after called as ".....", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

IKM andbeing referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

1. In response to the **EXPRESSION OF INTEREST ENQUIRY NO. 2/EOI/KSMART/IKM/2022 DATED 31/08/2023 - Expression of Interest for Empanelment of IT Service Partner** and IKM informed the **SECOND PARTY** through Letter of Empanelment vide letter no :..... Dated
2. That the **SECOND PARTY** has consented to implement the same vide acceptance letter No dated
3. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions of the EOI _____ dated _____ by way of this agreement.
4. Pursuant to EOI No. **2/EOI/KSMART/IKM/2022 dated 31/08/2023**, an agreement was required to be entered between IKM and _____ for successful working of the system.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "IKM" AND "....." INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS.

SALIENT FEATURES:

1. That the SECOND PARTY shall work with the FIRST PARTY and source / execute services as per the EOI annexed with this agreement.
2. That both the PARTIES shall abide by the terms and conditions as per the EOI _____ dated _____annexed with this agreement, which shall form an integral part of the agreement.
3. That once any service becomes operational, then a separate service agreement shall be executed between the PARTIES which shall be the governing guidelines for deliverablesrelated to that specific service.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:

**For and on behalf of
FIRST PARTY
Information Kerala Mission
.....**

**For and on behalf of
SECOND PARTY**

(Signature with Seal)

(Signature with Seal)

Witness:

1.

2.