



The Kerala State Financial Enterprises Limited

NOTICE INVITING TENDER

**E-TENDER FOR PROCUREMENT OF DOMESTIC & INTERNATIONAL BULK
PUSH SMS, WHATSAPP MESSAGING AND SERVICES & RCS PUSH**

MESSAGES & SERVICES OF KSFE Ltd.

RFP No: KSFE/14125/SMS/25 dated 25/08/2025

E-Tenders are invited from reputed vendors for **PROCUREMENT OF DOMESTIC & INTERNATIONAL BULK PUSH SMS, WHATSAPP MESSAGING AND SERVICES & RCS PUSH MESSAGES & SERVICES OF KSFE Ltd.** E-tenders can be submitted through the website <https://etenders.kerala.gov.in>

Bid publishing date	18.30 hours on	25.08.2025
Bid download start date	18.45 hours on	25.08.2025
Last Date for Seeking clarifications	17.00 hours on	01.09.2025
Bid submission start date	11.00 hours on	10.09.2025
Bid submission closing date	17.00 hours on	17.09.2025
Date &time of opening of E-tender	11.00 hours on	19.09.2025

The company reserves the right to accept/reject any tender without assigning any reason whatsoever.

Thrissur

25.08.2025

Dr. Sanil S. K

MANAGING DIRECTOR



REQUEST FOR PROPOSALS

(Tender Document)

**FOR PROCUREMENT OF DOMESTIC & INTERNATIONAL BULK PUSH
SMS, WHATSAPP MESSAGING AND SERVICES
&
RCS PUSH MESSAGES & SERVICES**

TENDER NO: KSFE/14125/SMS/25

Dated: 25-08-2025

The Kerala State Financial Enterprises Ltd.

(A Government of Kerala undertaking)

Regd.Office:"Bhadratha",MuseumRoad,

P.B.No:510,Thrissur-680020,Ph:0487-2332255,

CIN: U65923KL1969SGC002249

GST No.32AABCT3817A1Z0

E-mail:etenders@ksfe.com

Website:www.ksfe.com

To,

All eligible vendors

KSFE invites sealed bids from eligible bidders for procurement of domestic and International Bulk Push SMS, WhatsApp and RCS (Rich Communication Services) push messages & services.

Dear Sir/Madam,

Sub: BULK Transactional and Promotional SMS , WhatsApp and RCS Messaging services

We request you to submit your proposal for providing BULK SMS , WhatsApp and RCS service for Kerala State Financial Enterprises Limited for its subscribers. KSFE is currently sending domestic SMS for reaching out to its customer base and improving access of non banking financial services to prospective customers by exploiting greater penetration of mobile phones in the country. Through this tender KSFE intends to introduce international SMS, WhatsApp and RCS messaging services along with the current domestic SMS messages.

Participating Bidders are mandatorily required to quote for all the three categories, viz SMS, WhatsApp and RCS. However, L1 evaluation will be conducted separately for each category.

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Tender Document Details

Tender Ref No and Date	KSFE/14125/SMS/25/ DTD 25-08-2025
Last Date for seeking clarifications	17:00 hrs on 01-09-2025
Bid submission Start Date	11:00 hrs on 10-09-2025
Last date for submitting bid documents	17:00 hrs on 17-09-2025
Date of Opening Bids	11:00 hrs on 19-09-2025
Earnest Money Deposit/Bid Security	INR 3,00,000/-
RFP Cost	INR 25000/- + 18% GST

Issued by:

The Managing Director,
Kerala State Financial Enterprises Limited,
Bhadratha, Museum Road,
Thrissur-680020.

1. INVITATION FOR BIDS

KSFE invites sealed tenders for providing BULK PUSH Transactional , OTP , Alerts and Promotional Messaging services through SMS, WhatsApp and RCS, for a period of three years on monthly actual usage basis from bidders having telecom operations directly with TRAI license or bulk SMS provider registered on the DLT platform of TRAI with intra-circle accountability to a single telecom service provider or multiple telecom service providers as evident through clear agreement with Telecom Service providers directly registered with TRAI and having Certificate of partnership from Google and Meta for providing RCS and WhatsApp messaging services. Bidders are advised to study the Tender Document and additional documents carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

- 1.1** Five percent (5%) of the total value of the order calculated for the entire contract period of three years in the form of Bank Guarantee in the prescribed form given in Annexure 1 shall be furnished as Security Deposit by the successful bidder for proper fulfillment of the contract. This will be returned within three months after the expiry of the contract period.
- 1.2** KSFE does not take any responsibility for any delay in submission of online bid due to connectivity problems or non-availability of site
- 1.3** Bidders are mandatorily required to quote for all the three categories, viz SMS, WhatsApp and RCS. However, L1 evaluation will be conducted separately for each category.
- 1.4** Date till which the tender is valid: 180 Days from the date of opening of E-Tender

2. Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sl No	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The Bidder must be an Indian Company / LLP / Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2	The bidder must have Valid PAN & GST Registration		Copy to be submitted
3	The Bidder must have an average turnover of minimum Rs. 10 Crore during last 03 (three) financial year(s) i.e. FY 2024-25, FY 2023-24 and FY 2022-23.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding FY 2024-25 year may be submitted.)
4	The Bidder should be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of the last 03 (three) financial years mentioned above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
5	Bidder should have experience of minimum 05 years in providing the Services (except WhatsApp and RCS).		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. Bidder should obtain letter/email from the BFSI clients
6	The bidder should have Tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them for Domestic SMS.		Copy of valid agreement / contract should be provided, along with the confirmation on letter head of the telecom operators.
7	Client references and contact details (email / landline / mobile) of customers for whom the Bidder has executed similar projects in India in the past (At least 03 client references are required)		Bidder should specifically confirm on their letter head in this regard

8	Processing monthly volume of at least 50 crore of Domestic Push SMS .		Copy of domestic Push SMS invoices of last 03 months along with summary.
9	Tie up with minimum 02 operators / SMS delivery partners per country and be able to deliver SMSs all-over-the-globe.		Provide the names of country-wise telecom operators/ SMS delivery partners on bidder's letter head.
10	Processing monthly volume of at least 50 Lakh of international Push SMS.		Copy of international Push SMS invoices of last 03 months along with summary.
11	Should have implemented WhatsApp Messaging Services in India for at least 02 BFSI clients		References with following details for each client to be provided: <ul style="list-style-type: none"> • Name of the organization • Address of organization • Name of the official • Contact number of official • E-mail Id of official
12	Should have a certificate of partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Meta for providing WhatsApp push message services which is valid during the RFP period.		Copy of the Valid Certificate(s) to be provided
13	Should have onboarded for RCS services in at least 02 BFSI clients.		References with following details for each client to be provided: <ul style="list-style-type: none"> • Name of the organization • Address of organization • Name of the official • Contact number of official • E-mail Id of official • Letter from telecom operator mentioning contract details of RCS.

14	Certificate of partnership from Google and leading telecom operator for providing RCS services.		Copy of the Valid Certificate(s) to be provided
15	The Bidder should have support setup with 05 minutes of response time and maximum 60 minutes resolution time		Bidder should specifically confirm on their letterhead in this regard.
16	The Bidder should support multipart (long) SMS in English as well as vernacular language. If delivery of any part SMS is failed, the delivery of whole SMS should be marked as failed and DLR to be marked accordingly.		Bidder should specifically confirm on their letter head
17	The Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		An undertaking to be provided by the Bidder in their letterhead
18	Bidder must have valid ISO 27000 or latest certification for services as on bid submission date for Data Security.		Copy to be submitted
Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.			

3. INSTRUCTIONS TO BIDDERS

3.1Introduction

The Kerala State Financial Enterprises Limited, popularly known as KSFE came into existence in 1969, as a Miscellaneous Non Banking Company (MNBC) owned by the Government of Kerala, started with the objective of providing an alternative to the private chit promoters with a view to socialize the chit fund business. The Company which started in a humble manner has now grown into an institution doing business worth over RS. 95,000 crores annually, employing over 9000 persons directly and over 5000 persons indirectly, with a network of over 683 branches. The main activities of this organization are Chitties, Sugama savings, Loans and Fixed Deposits.

4. Scope of the Work

Functional requirements

1.SMS Gateway Solution	
Sl No	Functionalities
1	Customer applications hosted in CLOUD should be able to use the vendor SMS gateway to send/receive SMS from anywhere in India and from any SMS service provider. There should be a standard set of tools and APIs which can then be interfaced with the application either through the http GET/POST mechanism. The solution offered must provide a good reporting of SMS deliveries and preferably a real –time delivery report. The proposed platform should ensure data privacy, fail over handling, be built to scale and SLA driven.
2	The solution provided must have an interface to the SMTP gateway of KSFE. This implies that the existing messaging service of the KSFE should be able to integrate with the SMS gateway to send/ receive SMS. Gateway software should support SMTP protocol along with SMPP protocol
3	The gateway must have a mechanism to send bulk SMS's to a predetermined list of numbers. A programmable interface should be available for KSFE for generating reports on bulk SMS.
4	SMS Push: Applications can use SMS push client to push Messages through the Gateway. SMS Client should provide SMPP API, Voice OTP API, HTTP API, UNICODE API and support multiple languages & interfaces such as C, Java, PHP, Net, REST etc. for integration.
5	Logging: Access logs should contain message identifier, operation (push submit Deliver), time stamp, parameters (phone number, URL, message, message Length), status. Debug log controllable by admin with multiple debug levels. Protocol trace must also be logged.
6	SMS Gateway should support two way messaging through push, pull mechanism along with Email2SMS, SMS through SMPP, HTTP, JSON and HTTPS.
7	Error-Messages:Administrator definable error-messages.
8	Other features should include application activation using URLs.
9	The solution provider shall provide all the API's in detail and also provide relevant documentation to enable the application developers to integrate. As a hand holding to the solution provided, the bidder must help to integrate at least two applications to the SMS gateway for both receiving and sending SMS. One of them will be Messaging services, and the other will be mutually agreed between the solution provider and CUSTOMER. API's should support multiple platforms.
10	Application should have the provision to send logs to a central logging server. If required SMSC logs also.

11	Application logs should contain details of SMS delivered to other operators (end-to-end SMS delivery). This implies that if for e.g. the application is from Operator A, SMS delivery status to an Operator B Subscriber should be reflected in the logs. This would be required for the purpose of auditing.
12	Provision of fail over of an on-net traffic to, off-net traffic with configurable retry attempt both for bulk SMS and high priority SMS.
13	Platform should adhere to all the TRAI and UCC guidelines as existing today and be able to support amendments from time to time.
14	Cross channel support is required.
15	Integration with existing applications and services such as Email gateway.
16	Capping the number of SMS that an application can send with alerts to admin/other users over mail and SMS. The alert timelines should be configurable ie. 7 days prior to ending of limit etc. This feature should be per application specific.
17	List of error codes which will be payable by the users with valid justification
18	REST API, SOAP API, SMTP API, SMPP API and HTTP/HTTPS support should be provided to send SMS.
19	Should be able to deliver or drop as per NDNC white listing
20	Must support at least 5000 char length English and Unicode message
21	Real time delivery report notification to user.
22	Session maintenance for Bulk SMS, Mention session timeout.
23	If using HTTP API, then POST method must be used and phone number, sender ID and all parameters which are passed must be properly validated. Specify maximum number of destination numbers in one http post API.
24	Messaging support–Must support Normal and Unicode Messaging for facilitating messaging in Indian languages in single API.
25	Ability to send Flash, WAP(URL&Text)
26	The API should have the capacity to take message in any Indian language, and transmit the message in the same language. User should not be forced to convert or map Indian language to their respective corresponding Unicode

2. RCS Services	
27	KSFE will push RCS messages to the bidder through API interchange method and the bidder will further deliver the message to the intended mobile number.
28	Bidder should register the KSFE's identified sender id (name) under KSFE's entire ownership for delivering RCS messages
29	RCS messages of KSFE should be delivered through KSFE's official handle.
30	Bidder should provide both Basic and Rich Content RCS messages.

31	In a situation, where RCS messages failed to deliver to customer mobile handset, the bidder should be able to route them through SMS channel at the KSFE's discovered rate of the respective category. SLA timelines of such SMS would start from the time it is triggered from the bidder's platform and shall abide by all the terms of the respective SMS category.
32	Appropriate error code should be responded to in the same http request for mobile numbers not supporting the OTT messages.
33	Bidder should also be in a position to provide any other service as required by KSFE that can be provided through RCS business APIs.

3. Whatsapp Services	
34	Bidder should be able to design and integrate the journey/content (interactive) as per KSFE's requirement.
35	Interactive sessions with the user need to be managed by the bidder.
36	KSFE will also push WhatsApp messages to the bidder through API interchange method and the bidder will further deliver them to the intended WhatsApp handle of the customer.
37	Bidder should also register the KSFE's identified sender id (name)/VMN under KSFE's entire ownership for delivering WhatsApp messages.
38	In situations where WhatsApp messages fail to deliver to customer mobile handset, the bidder should be able to route them through SMS channel at the KSFE's discovered rate of the respective category. SLA timelines of such SMS would start from the time it is triggered from bidder's platform and shall abide all the terms of respective SMS category.
39	Bidder should also be in a position to provide any other service as required by the KSFE that can be provided through WhatsApp business APIs.
40	The bidder must have back-to-back arrangements with solution providers for WhatsApp services to ensure that no critical or sensitive data of KSFE is stored in their Data centers. The data should be deleted immediately after the processing of the same has been completed. The mentioned service providers should ensure that data of KSFE stored for a temporary period (if any) for processing is securely stored with cryptographic controls.

4. Service Provider's Portal/Dashboard Requirements	
41	GUI should provide a single console for user/group management, reporting system, configuration and log management and basic SMS/RCS Message functionalities like send Bulk SMS/RCS Message, Send single SMS/RCS Message to multiple numbers, send multiple messages to multiple numbers etc.
42	GUI must support downloads/uploads of different file formats like xls, xlsx, csv, text for different activities like user management log management, send bulk SMS/RCS etc.

43	Advanced level flexible search option such as search current queue ,logs,and users by using meta queries like between two dates, time stamp, IP, sender ID combinations of these parameters etc.
44	GUI should have ability to define priority and routing of users
45	Ability to manage users (Create/delete/deactivate)
46	Ability to control users with service (API, File uploadUI) permissions
47	Ability to assign user access such as groups, templates e.g. admin create groups and assign a user to use it.
48	Ability to send SMS/RCS to multiple mobile numbers or multiple SMS/RCS to multiple mobile numbers by uploading the information via excel sheet or notepad on a UI (CSV features to be supported) The Same facility must be made available through APIs as well.
49	Ability to create multiple templates for sending SMS/RCS viaUI as well as through API. The Templates must support both normal and Unicode SMS/RCS. Templates must also work on API.
50	Ability to send SMS/RCS by uploading only the dynamic values via spreadsheet and appending it to the existing template.
51	Ability to view activity logs on the UI. Every action done on the UI should be recorded for cross verification
52	GUI should have the facility to schedule Message for later delivery. The API should also support scheduling
53	Moderation facility in group SMS console. For Example if a SMS is send to a moderated group , the group admin should get SMS alert and thereafter he can moderate
54	Should provide customized reports like detailed SMS/RCS delivery report,concatenated SMS/RCS delivery report, latency in SMS/RCS delivery etc. , also support graphical representation like bar, chart, pie chart etc.
55	Provision to export reports to different file formats like excel, pdf, txt, csv.
56	Should provide a graphical report per application as well as a consolidated report of all the applications together.
57	Should be able to schedule the report download for later time
58	Ability to generate reports from archived data
59	Dashboard option to view the current status of all the applications and groups
60	Multipart SMS/RCS with delivery status of each part.
61	Multipart SMS/RCS report should be available as a single message in reporting dashboard
5. Database Requirements	
62	Real time replication,clustering and backup of database

63	There should be a facility to archive old data online.																												
64	Database management system should support redundancy ie. Automatic fail over to backup server database																												
65	Ability to restore Data from Backup tapes.																												
6.Support / Maintenance / Training																													
66	Migration from existing system to new system																												
67	24*7 monitoring of server																												
68	Provide training for level I maintenance																												
69	Alert notification in case of delay/non-functioning of basic functionality of SMS Gateway (Vendor must maintain Separate and dedicated SOS queue)																												
7. Performance Requirements																													
70	Uptime requirement – 99.99% of complete message services																												
71	The messages will be of following categories																												
<table><tr><th rowspan="2">Message Category</th><th rowspan="2">Delivery time</th><th colspan="2">Estimated Volume* (per day in lakhs)</th></tr><tr><th>Domestic</th><th>International</th></tr><tr><td>High Priority SMSs/OTP</td><td>Within 15 seconds</td><td>0.5</td><td>0.1</td></tr><tr><td>Transactional SMS</td><td>Within one minute</td><td>4</td><td>1</td></tr><tr><td>Informative SMS</td><td>Within thirty minutes</td><td>0.1</td><td>0.05</td></tr><tr><td>Promotional SMS</td><td>Within One hour</td><td>0.1</td><td>0.05</td></tr><tr><td>#RCS/WhatsApp</td><td>Within 15 seconds</td><td colspan="2">2</td></tr></table>				Message Category	Delivery time	Estimated Volume* (per day in lakhs)		Domestic	International	High Priority SMSs/OTP	Within 15 seconds	0.5	0.1	Transactional SMS	Within one minute	4	1	Informative SMS	Within thirty minutes	0.1	0.05	Promotional SMS	Within One hour	0.1	0.05	#RCS/WhatsApp	Within 15 seconds	2	
Message Category	Delivery time	Estimated Volume* (per day in lakhs)																											
		Domestic	International																										
High Priority SMSs/OTP	Within 15 seconds	0.5	0.1																										
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Informative SMS	Within thirty minutes	0.1	0.05																										
Promotional SMS	Within One hour	0.1	0.05																										
#RCS/WhatsApp	Within 15 seconds	2																											
<p>* These volumes are only estimates as per present projections and KSFE does not guarantee these volumes of business. We expect substantial growth in message volume in subsequent years.</p> <p># At present, RCS/WhatsApp services are not subscribed by KSFE. The indicative figure includes in part the possible conversion from SMS to WhatsApp/RCS along with new messages .</p>																													

8.Performance Management	
72	Regular tuning of different configuration files to achieve maximum performance and sharing of best practices in this regard.
73	The deployment must be active-active with two nodes located at different geographical areas. In the event one site goes down, the entire request is automatically handled by the second node.
9. Scalability Requirements	
74	To be scalable as per KSFE's future requirement. The bidder must ensure scalability of minimum 20% YoY till the end of the contract.
10. Regulatory / Compliance Requirements	
75	Encryption of the KSFE's data at rest and at motion.
76	Ensure no data leakage.
77	No storage of mobile numbers and text at any point of time.
78	Message logs to be preserved for the entire contract period and must be shared with KSFE as and when required.
11. Security Requirements	
79	Service to be https with TLS enabled, with minimum TLS 1.2.
80	All security patches updated.
81	Role based access to the KSFE's data.
82	No data sharing without written approval from KSFE.
83	Allocation of separate and dedicated infrastructure for processing of KSFE's message.

5. Preparation of Bids

5.1 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

5.2 Documents Comprising the Bids

The Bids prepared by the Bidders shall comprise of following components:

(a) Technical Bid shall consist of following to be uploaded in the etender site <https://etenders.kerala.gov.in/> (and hard copies delivered at KSFE, Head Office) : -

1. Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2. Audited Financial Statements as proof showing that the bidder is a profit (Profit- after-tax) making Company at least 02 (two) out of last 03 (three) financial years and have an average turnover of minimum Rs. 10 Crore during last 03 (three) financial year(s).
3. Documentary proof of five years of experience and knowledge in providing the PUSH SMS services as on 31-June-2025.
4. Copy of valid agreement / contract along with the confirmation on letter head of the telecom operators to prove valid tie up with minimum 03 telecom operators or Point of Interconnect (POI) with all of them for domestic SMS.
5. Names of country-wise telecom operators/ SMS delivery partners on bidder's letter head to prove that bidder has tie up with minimum 02 operators / SMS delivery partners per country and be able to deliver SMSs all-over-the-globe.
6. At least 03 client references with contact details (email / landline / mobile) of customers for whom the Bidder has executed similar projects in India in the letter head of the bidder.
7. Copy of domestic Push SMS invoices of last 03 months along with summary to prove that bidder is currently processing monthly volume of at least 50 crore of Push SMS .
8. Copy of international Push SMS invoices of last 03 months along with summary to prove that bidder is currently processing monthly volume of at least 50 lakh of Push SMS
9. Reference details of at least 2(two) BFSI clients for whom the bidder has implemented

WhatsApp Messaging Services.

10. Copy of valid certificate of partnership (Business Service Provider – BSP) from Facebook/WhatsApp/Meta for providing WhatsApp push message services which is valid during the RFP period.
11. Reference details of at least 2(two) BFSI clients for whom the bidder has implemented RCS Messaging Services.
12. Copy of valid certificate of partnership from Google and leading telecom operator for providing RCS services which is valid during the RFP period.
13. Confirmation in the letter head of the bidder that the bidder has support setup with 05 minutes of response time and maximum 60 minutes resolution time.
14. Confirmation in the letter head of the bidder that the bidder support multipart (long) SMS in English as well as vernacular language.
15. An undertaking to the effect that the bidder is not under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.
16. The profile of the bidder.
17. Copies of Valid PAN & GST Registration.
18. Detailed list of bidder's network/SMS gateway coverage
19. Detailed list of the bidder's top five clients for SMS,WhatsApp and RCS.
20. Copy of certificate w.r.to valid ISO 27000 or latest certification for services as on bid submission date for Data Security.
21. A signed copy of the RFP.
22. An agreement in the format given in annexure 2
23. An Non Disclosure Agreement in the format given in annexure 3
24. **A statement indicating availability of functionalities of 83 item with Y/N and remarks**

Note: The hard copies shall be the replica of the soft copies uploaded on the e-tender site and soft copy alone will be considered for evaluation.

(b) Commercial Bid consisting of the following:-

Duly filled“BOQ”file uploaded in e-tender website in the following format.

Domestic SMS

Domestic SMS Price including DLT Charges (excluding Taxes)

International SMS*

International SMS Price including DLT Charges (excluding Taxes)

***For international SMS, the rate shall be based on the blended rate uniform across the globe.**

RCS Services (Domestic)

Sl No	Type of Services	Rate (excluding Taxes)
1	RCS Basic Push Messages	
2	RCS Rich Media Push Messages	
TOTAL		

WhatsApp Services (Domestic)

Sl No	Type of Services	Rate (excluding Taxes)

1	Utility Push Messages	
2	Authentication Push messages	
3	Marketing Push Messages	
TOTAL		

WhatsApp Services (International)*

Sl No	Type of Services	Rate (excluding Taxes)
1	Utility Push Messages	
2	Authentication Push messages	
3	Marketing Push Messages	
TOTAL		

***For international WhatsApp services, the rate shall be based on the blended rate uniform across the globe.**

5.3 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever from the last date of submission of the bid. The prices quoted should also include all rights (if any) of patent, registered design or trademark and the bidder shall indemnify KSFE against all claims in respect of the same. Attention of the bidder is invited to the terms and conditions of payment given in section 9.7

5.4 Bidder's Qualification

The “Bidder” as used in the tender documents shall mean the one who has signed the bid form. All certificates and documents received hereby, shall, as far as possible, be furnished by the representative and the manufacturer. It is further clarified that the individual signing the bid or other documents in connection with the bid must certify that he/ she signs as ‘Constituted Attorney of the Company’.

5.5 Earnest Money Deposit

An Earnest Money of Rs.3,00,000/-(Rupees Three lakh only) shall be furnished by the bidder as part of its bid towards bid security. The EMD is required to protect KSFE

against the risk of Bidder's conduct, which would warrant the security's forfeiture. Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible and not later than 60 days after the award of the contract to the successful Bidder.

The Successful Bidder's EMD will be discharged upon signing the Contract and furnishing the Performance Bank Guarantee. No interest will be payable by KSFE on the amount of the EMD.

The EMD may be forfeited:

- If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any;

or

- If the selected bidder fails to sign the Contract or to furnish Performance Bank Guarantee in accordance with Section 8.6

5.6 Period of validity of Bids

Bids shall remain valid for 180 days from the date of opening of E-tender.

In exceptional circumstances, KSFE may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

5.7 Revealing of Prices

Prices in any form or by any means should not be revealed in Technical bid or before opening the commercial bid, failing which the offer shall be liable to be rejected.

5.8 Terms and conditions of Tendering Firms

Printed terms and conditions of the bidders will not be considered as forming part of their bids.

5.9 Pre Bid Queries

In case the bidder has any queries regarding the tenders, they should forward the queries in the format given in Annexure 4 to the email id etenders@ksfe.com on or before **01st September 2025**. No further queries/clarifications on this tender would be entertained after this date. Reply to the queries will be published in the e-tendering site.

6. Procedure for Submission of Bids

Bidders are required to submit their bids in two-part bids (along with EMD and RFP Cost) consisting of the following, through this E-Tender. Interested bidders can submit their Technical bid and Commercial bids through the e tender site <https://etenders.kerala.gov.in>

6.1 Technical Bid (Part –I)

This should contain all technical details, Literature, Leaflets etc. confirmation of commercial terms and conditions of the tender.

6.2 Commercial Bids (Part–II)

This should contain Prices against the bill of materials. First Technical bid document of bidders will be evaluated and those who qualify this stage will be eligible for further evaluation. Commercial bids of only those bidders, who qualify the technical criterion, will be opened and evaluated further. The bidder has to remit the tender fee, EMD, Technical & Commercial bid through the e-tender website online.

EMD of the successful bidder will be returned only after successful execution of the job against the Outline agreement /Purchase Order and submission of Performance Bank Guarantee. EMD of the unsuccessful bidders shall be returned after finalization of the successful Bidder.

KSFE does not take any responsibility for any delay in submission of online bid due to connectivity problems or non-availability of site. No claims on this account shall be entertained. Incomplete tenders shall be liable for rejection without seeking any further clarification. KSFE also reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Every Tender should be accompanied by an agreement in the prescribed form (Annexure- 2) of Store Purchase manual on Kerala Government stamp paper worth Rs.200/- Any additional stamp duty legal charges etc. in respect of agreement will be borne by the bidder.(copy of agreement shall be attached with the Technical bid).

Every Tender should also be accompanied by a non-Disclosure Agreement in the prescribed form (Annexure 3) on Kerala Government stamp paper worth Rs.200/- Any additional stamp duty legal charges etc. in respect of agreement will be borne by the bidder(copy of agreement shall be attached with the Technical bid).

Note: The bidder should submit hard copies of all the documents in triplicate other than the commercial bid submitted through the e-tender website to KSFE within 2 days after the last date of submitting the tender.

7 Bid Opening

7.1 Preliminary Examination

KSFE will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bidders are expected to carefully check and cross check their bids before submission.

Arithmetical errors or discrepancy between amount in words and amount in figures, if any, will be treated as under:

The higher of the amounts will be considered for comparison.

The lower of the amounts will be considered for award.

In case prices are provided for any additional item, KSFE reserves the right not to consider the same.

A bid determined as not substantially responsive will be rejected by KSFE and may not subsequently be made responsive by the bidder by correction of the non-conformity.

7.2 Clarifications

If deemed necessary, KSFE may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. KSFE may, if so desired, ask the bidder to give a presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

7.3 Verification

KSFE reserves the right to conduct a verification of the customer references submitted by the bidder. KSFE also reserves the right to conduct a verification of the quality management system in place, the manufacturing/service facilities, and the support infrastructure of the bidder. KSFE will conduct all or any of these verifications to satisfy itself on the bidder's capability to supply the tendered services compliant to the requirement specifications defined in this tender.

In the event of the verification revealing that a bidder does not have the capability to supply the tendered services compliant to the requirement specifications defined in this tender, KSFE may at its discretion reject the bid.

7.4 Contacting KSFE

Bidder shall NOT contact KSFE on any matter relating to this bid, from the time of the submission of commercial bid to the time the contract is awarded.

Any effort by a bidder to influence KSFE's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

7.5 Opening of Bid by KSFE

On the basis of the Technical information section 5.2 (a) given by the bidder for the Technical bid, bidders will be short-listed for commercial bid. The EMD of bidders not qualified will be returned.

The commercial bids of bidders not qualified will not be opened. Commercial bids of only short -listed bidders will be opened online by KSFE

7.6 L1 Evaluation

The L1 evaluation will be done separately for each category of service, viz Bulk SMS service (Domestic and International) , WhatsApp Messaging Service (Domestic and International) and RCS Messaging Services and selected accordingly.

8. Award of Contract

8.1 Due Diligence

KSFE will determine to their satisfaction whether the bidder/s selected as having submitted the lowest evaluated responsive bid under each category of service is qualified to satisfactorily perform the contract. The decision of KSFE is final in such cases.

The determination will take into account the bidder's financial, technical and support capabilities. It will also involve an examination of the documentary evidence of the bidder's eligibility submitted by the bidder.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event KSFE will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

8.2 Award Criteria

KSFE will review the Technical bids of the bidders to determine whether the Technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at KSFE's discretion.

Subject to above, KSFE will award the contract to the successful Bidder/s whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid (L1) under each category of service viz Bulk SMS (Domestic and International), WhatsApp Messaging (Domestic and International) and RCS Messaging Services, provided further that the Bidder/s is determined to be qualified to perform the contract satisfactorily.

KSFE reserves the right to issue Purchase Order for the total quantity ordered, in full or in parts.

8.3 KSFE's Right to accept/reject any or all bids

KSFE reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for KSFE's action.

8.4 Notification of Award

Prior to the expiration of the period of bid validity, KSFE will notify the bidder(s) in writing by registered letter or e-mail, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post as well as by e-mail. The notification of award will constitute the formation of the contract.

8.5 Signing of Contract

At the same time as KSFE notifies the bidder(s) that his bid has been accepted, KSFE will send the bidder(s) the contract form. On receipt of the contract form, the bidder shall sign and date the contract form, and return it to KSFE as per mutually decided date.

8.6 Performance Bank Guarantee

Within 14 days of the receipt of notification of award from KSFE, the bidder shall furnish the performance bank guarantee security of Five percentage (5%) of the total value of the contract calculated for a period of 36 months with a claim period of further 3 months (i.e. 39 months from the date of commencement of contract) of the value of the order in accordance with the conditions of contract, in the contract performance guarantee bond prescribed as per Annexure-1.

Failure of the bidder to comply with the requirement of this section shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event KSFE may make the award to the other bidders or call for new bids.

8.7 Validity of Contract

The Contract is initially for a period of 3year.KSFE reserves the right to extend (after the expiry of the original contract) the period of the contract further for any period not exceeding 3 months at a time or till the next tender is finalized. The terms and conditions for the extended period will be the same as that for the existing one.

8.8 Publicity

Any publicity by the bidder in which the name of KSFE is to be used, should be done only with the explicit written permission from KSFE.

9 GENERAL CONDITIONS OF CONTRACT

9.1 Definition

In this document the following terms shall be interpreted as indicated:

‘KSFE’-The Kerala State Financial Enterprises Limited

‘Contract’ -The agreement entered into between KSFE and the successful Bidder as recorded in the contract form signed by KSFE and the Bidder, including all attachment and annexure thereto and all documents incorporated by reference therein.

‘Contractor’ -The firm or the company with whom the order for SMS BULK PUSH messaging services and RCS and WhatsApp messaging services is placed and shall be deemed to include the contractor’s successors, representatives (approved by KSFE), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.

‘Contract Price’ - The price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.

‘Service’ -Service refers to SMS BULK PUSH messaging services/WhatsApp Messaging Service/ RCS Messaging services on a monthly actual usage basis and related services, which the Contractor is required to provide to KSFE under the contract.

‘Acceptance of Tender’: The letter or any memorandum communicating to the bidder, the acceptance of his tender and includes an advance acceptance of his tender.

9.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. The Bidder should submit a hard copy of all documents relating **to the technical bid submitted through the e-tender website** to KSFE within 2 days after the last date of submission of the tender. **However only the details in the soft copy would be treated as primary and those details would be taken for evaluation.**

9.3 Standard

The SMS BULK PUSH/ WhatsApp messaging/RCS messaging services provided under this contract shall conform to the standards mentioned in the requirement specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

9.4 Use of Contract document and Information

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

The contractor shall not without KSFE's prior written consent, make use of any document or information forming a part of this tender except for the purpose of performing the contract.

Any document forming a part of this tender, other than the contract itself, shall remain the property of KSFE.

9.5 Patent Rights

The contractor shall indemnify KSFE against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of services or any part thereof.

9.6 Terms of delivery

The SMS/WhatsApp/RCS services shall be enabled **within 30 days of** acceptance of the Purchase Order. **Delay will attract penalty as specified in**

Section 9.10

9.7 Payment Terms

- Payment will be made **on a quarterly arrear basis** on the monthly bills made available to KSFE.
- Duplicate SMSes,WhatsApp and RCS messages will not be paid.
- The calculation for number of SMS,WhatsApp and RCS messages sent should be based on all SMS,WhatsApp and RCS sending transactions issued at the client interface installed at KSFE for verification of delayed or non-delivery of SMS/RCS in specified time.
- **No payment will be made for SMS,WhatsApp and RCS alerts delivered beyond the specified time stipulated for each category.**
- **No payment will be made for SMS,WhatsApp and RCS alerts not delivered due to whatsoever reason.**
- Bidder will provide details of SMS/WhatsApp/RCS delivered by them with bifurcation of successful,unsuccessful and split messages(in case of SMS).
- All payments will be made after deducting penalties ,if any taxes(as applicable),within30days of receipt of Invoice.
- Reports related to penalty calculation on delayed or non-delivery of SMS/ WhatsApp / RCS in specified time should be provided.
- All government taxes shall be shown in the BOQ

9.7.1 Currency of Payments

Payment shall be made in Indian Rupees(INR) only.

9.8 Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

9.9 Assignment

The contractor shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with KSFE's prior written consent. The permission, if any, of KSFE has to be taken before award of the contract.

9.9.1 Sub Contract

The contractor shall notify KSFE in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the contractor from any liability or obligation under the contract.

9.10 Delays in the Bidder's Performance

The SMS/WhatsApp/RCS services shall be enabled within 30 Days of acceptance of the Purchase Order.

Any unexcused delay by the contractor in the performance of his delivery/service provisioning/disposal obligations shall render the contractor liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.

If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods, performance of services, and/or disposal of buy-back items, the contractor shall promptly notify KSFE in writing of the fact of the delay, its likely duration and its cause(s), before the scheduled delivery/installation /provisioning /disposal date. KSFE shall evaluate the situation after receipt of the contractor's notice and may at their discretion extend the contractor's time for delivery / installation / provisioning / disposal, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the delivery of goods, performance of services, and/or disposal of buy-back items is not found acceptable to KSFE, the above mentioned clause would be invoked.

9.11 Liquidated Damages

If Service Provider fails to deliver any or all the Services within the stipulated time schedule as specified in this Agreement, KSFE may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction is reached, KSFE may consider termination of the Agreement.

Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a part of the contract. In case the contractor fails to meet the SLA standards of performance, there will be a penalty as specified in the SLA.

9.12 Termination for Default

KSFE may, without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor, terminate the contract in whole or in part:

i) If the contractor fails to deliver any or all of the Bulk SMS/RCS within the time period(s) specified in the contract,

OR

ii) If the contractor fails to perform any other obligation(s) under the contract, in the event KSFE terminates the contract in whole or in part, pursuant to above mentioned clause, KSFE may procure, upon such terms and in such manner, as it deems appropriate, services for Bulk SMS/RCS similar to those undelivered and the contractor shall be liable to KSFE for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

9.13 Force Majeure

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

9.14 Termination for Insolvency

KSFE may at any time terminate the contract by giving written notice to the contractor, with out compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to KSFE.

9.14.1 Termination for Convenience

KSFE may by written notice sent to the contractor, terminate the contract, in whole or in part at any time of his convenience. The notice of termination shall specify that termination is for KSFE’s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Bulk SMS/RCS Services that are completed within 30 days after the receipt of notice of termination shall be paid by KSFE at the contract terms and prices.

9.15 Arbitration

KSFE and the contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, KSFE and the contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

In the case of a dispute or difference arising between KSFE and the contractor relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by KSFE and the other to be nominated by the contractor or in case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceedings to the reference, and in case arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India/ Institution of Engineers, India. The award of the arbitrators, and in the event of their not agreeing, of the umpire appointed by them or by the Arbitration Council of India/ Institution of Engineers, India shall be final and binding on the parties.

The Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re- enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Kerala High Court.

9.16 Governing Language

The contract shall be written in the language of the bid, as specified in section 5.1 by KSFE in the instructions to bidders. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

9.17 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws.

9.18 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing or by telegram/ e-mail and confirmed in writing to the address specified for that purpose in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9.19 Limitation of Liability

Contractor's cumulative liability for its obligations under the contract shall not exceed the contract value and the contractor shall not be liable for incidental, consequential, or indirect damages including loss of profit, saving, or data.

9.20 Confidentiality

The contractor understands and agrees that all materials and information provided by KSFE have to be treated as 'Confidential', and are to be considered KSFE's proprietary information/property. The contractor will treat all confidential materials and information provided by KSFE with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The contractor will not use or disclose/share any materials or information provided by KSFE without KSFE's prior written approval.

Contractor shall not be liable for disclosure or use of any materials or information provided by KSFE or developed by Contractor, which is:

Possessed by contractor prior to receipt from KSFE, other than through prior disclosure by KSFE, as documented by Contractor's written records;

- a. Published or available to the general public otherwise than through a breach of Confidentiality; or
- b. Obtained by Contractor from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to KSFE; or
- c. Developed independently by the bidder.

In the event that Contractor is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Contractor shall promptly notify KSFE and allow KSFE a reasonable time to oppose such process before making disclosure.

Contractor understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause KSFE irreparable harm, may leave KSFE with no adequate remedy at law and KSFE is entitled to seek injunctive relief.

KSFE does not wish to receive the Confidential Information of Contractor, and Contractor agrees that it will first provide or disclose information, which is not confidential. Only to the extent that KSFE requests confidential information from the Contractor will furnish or disclose confidential information. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure.

Nothing contained in this contract shall limit the Contractor from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

10 Service Level Agreement(SLA)

The successful bidder will have to enter into a Service level agreement as per the terms and conditions of the Tender Document and covering the scope of work and technical requirements. The SLA requirements are as under:-

- Services must have 99.5% up time and should be available on a 24x7x365 basis. However, scheduled downtime will not be added for up time calculation, provided the same is not too frequent.
- SMS Push Alerts should be delivered within **15 seconds for High Priority SMSs/OTP.**
- SMS Push Alerts should be delivered within **One Minute for transactional SMS.**
- SMS Push Alerts should be delivered within **Thirty Minutes for Informative SMS.**
- SMS Push Alerts should be delivered within **One Hour for Promotional SMS.**
- **RCS and WhatsApp Messages should be delivered within 15 Seconds.**
- Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of SMS/WhatsApp/RCS Push Services and Delivery of Push SMS Alerts/WhatsApp/ RCS, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.
- Completion of integration within 30 days for push SMS/WhatsApp/RCS from date of purchase order.
- The successful bidder will have to execute an agreement in Kerala Stamp paper (As per Gazette **Notification No.838 of Vol.II dated 31.03.2018 of Law (Legislation-A) department, Govt of Kerala- the value of Stamp paper is Rs 1/- for every 1000/- rupees or part thereof on the amount agreed in the Contract subject to a maximum of Rs 1,00,000/-**) along with security deposit within 14 days on receipt of PO.
- The bidder shall provide provision to list successful /unsuccessful SMS/WhatsApp/RCS with reason for failure, delivery time , SMS/WhatsApp/ RCS push time etc. through the online portal. It should be possible to export the data in EXCEL format.

10.1 SLA Penalty

The SMS/WhatsApp Messages/RCS Messages sent by the KSFE should have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the Company shall attract penalty as follows:

Particulars(Transactional SMS)	Penalty %	SMS Charges Payable
Any High Priority SMSs/OTP SMS which is undelivered / not delivered within 15 seconds due to any reason	100 %	Nil
Any Transactional SMS which is undelivered /not delivered within one minute due to any reason	100%	Nil
Any Informative SMS which is undelivered / not delivered within thirty minutes due to any reason	100%	Nil
Any Promotional SMS which is undelivered / not delivered within One Hour due to any reason	100%	Nil
Any RCS/WhatsApp push message which is undelivered /not delivered within 15 seconds due to any reason	100%	Nil

11. Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of courts at Thrissur.

ANNEXURE - 1

Form of Bank Guarantee for Security Deposit

GUARANTEE BOND PRESCRIBED BY THE GOVERNMENT OF KERALA

(To be used by Nationalized and Scheduled Commercial Banks)

In consideration of the Managing Director of Kerala State Financial Enterprises Ltd., (hereinafter called the KSFE) having agreed to exempt (. name and address) [hereinafter called "the said Contractor (s)"] from the demand, under the terms and conditions of an agreement dated made between.....and.....

for.....(hereinafter called "the said Agreement")

of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs.....[Rupees (in words)..... Only].

We.....Bank Limited (herein after referred to as "the Bank" do hereby undertake to pay the KSFE, an amount not exceeding Rs.....(Rs. In words) against any loss or damage caused to or suffered or would be caused to or suffered by the KSFE, by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said agreement.

1. We Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the KSFE stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the KSFE by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs. In words).....
2. WeBank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the KSFE under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged of till (Office/Department) certified that the terms and conditions for the said Agreement has been fully and properly carried out by the said Contractor (s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is

made on us within two years from the period fixed or extended (if the agreement / supply order specifically provide for such extension of time) for the due performance of the contract by the Contractor we shall be discharged from all liability under this guarantee thereafter.

3. We Bank, Limited further agree with the KSFE that the KSFE 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 by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the KSFE against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the KSFE or any indulgence by the KSFE to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
4. To give effect to this guarantee it shall be competent for the KSFE to act as though the Bank, were the principal debtor.
5. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee here to for given by the Bank to the KSFE and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.
6. We.....Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of KSFE in writing.

Dateday of on Two thousand.....for.....Bank Limited.

Annexure 2: Format of Agreement

Agreement

Articles of agreement executed on this theday of two thousand sixteen **BETWEEN** the Managing Director , KSFE Ltd., (hereinafter referred to as "KSFE") of the one part and Sri.....
.....
..... (H.E. name and address of the tender) (Hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification No.....dated..... the bounden has submitted to the Government a tender for the the specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Government a sum of Rs.....as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

In case the tender submitted by the bounden is accepted by the KSFE and the contract for is awarded to the bounden, the bounden shall within days of acceptance of this tender execute an agreement with the KSFE incorporating all the terms and conditions under which the KSFE accepts his tender.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the KSFE shall have power and authority to recover from the bounden any loss or damage caused to the KSFE by such breach as may be determined by the KSFE by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to the KSFE under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as through such sums are arrears of land revenue and in such other manner as the KSFE may deem fit.

In witness whereof Sri..... (Name and designation) for and on behalf of the KSFE and Sri.....the bounden have hereunto set their hands the day and year shown against respective signatures.

Signed by Sri..... (date).....

In the presence of witnesses:

1.

2.

Signed by Sri..... (date).....

In the presence of witnesses:

1.

2.

Annexure 3

Non-Disclosure Agreement (NDA)

(On INR 200 stamp paper)

To,

Date:

**The Managing Director
KERALA STATE FINANCIAL ENTERPRISES LTD.,
“BHADRATHA”,
Chembukavu, Thrissur-680 020**

Confidentiality Undertaking

We acknowledge that during the course of tendering for PROCUREMENT OF OUTGOING DOMESTIC AND INTERNATIONAL SMS, WHATSAPP MESSAGING AND SERVICES & RCS PUSH MESSAGES & SERVICES in Kerala State Financial Enterprises Ltd., we may have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to its business that is provided to us pursuant this Agreement. In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the confidential information solely for the preparation of our response to the RFP/Contract and not for any other purpose.
3. We shall not disclose any confidential information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the confidential information to any other clients or OEMs or third party.
5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners/directors and employees who need to know such confidential Information to assist with the bidding for PROCUREMENT OF OUTGOING DOMESTIC AND INTERNATIONAL SMS, WHATSAPP MESSAGING AND SERVICES & RCS PUSH MESSAGES & SERVICES.
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisers for the purposes of seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
7. For the purpose of a disclosure permitted by item 5 above; and
8. To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
9. This Agreement shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and is independently developed by us
10. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
11. We acknowledge that the confidential information will not form the basis of any contract between you and us.
12. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

13. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

14. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Thrissur courts.

We have read this Agreement fully and confirm our agreement with its terms

Yours sincerely

[Signature & Stamp of the Company]

Authorised Person Name:

Designation

ANNEXURE- 4

Prebid Query Format

KSFE TENDER FOR BULK SMS,WhatsApp and RCS Messaging services						
Tender ID : KSFE/14125/SMS/25 DATED 25/08/25						
PREBID QUERIES						
Company Name	Sl No	RFP Page Ref	RFP Clause		RFP Verbatim	Bidders Request/ Query