



Request for Proposal
for
Selection of an Agency for Implementation of
Kerala Fibre Optic Network &
Reliable Communication and Data Acquisition Network

Tender Ref No: KSITIL/MD/KFON/18/1852

Volume - I
Instructions to Bidders
June 2018

Published by
Kerala State Information Technology Infrastructure Ltd.

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Chandrasekharan Nair Stadium,
Palayam, Trivandrum - 695033*

DISCLAIMER

The information contained in this Tender or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is issued by the Managing Director, Kerala State IT Infrastructure Ltd on behalf of Kerala Fibre Optic Network Ltd. This Tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to solution for Kerala Fibre Optic Network and Reliable Communication and Data Acquisition Network. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that the Authority is bound to select an Applicant or Applicants, as the case may be, for the implementation of Kerala Fibre Optic Network and Reliable Communication and Data Acquisition Network and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process.

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Definitions

#	Term	Definition
1.	Agreement/ Contract	the Agreement entered between Authority and the Systems Integrator including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum/corrigenda, changes thereto
2.	Client/ Authority	Kerala Fibre Optic Ltd. acting for and on behalf of the Government of Kerala and represented by the Managing Director, Kerala Fibre Optic Ltd.
3.	Bidder	The use of the term “Bidder” in the Tender means the Single or the Lead Member of the consortium of firms not exceeding three.
4.	Bid/Proposal	Offer by the Bidder to fulfil the requirement of the Client/Authority under the RfP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the Tender
5.	Breach	A breach by Bidder of any of its obligations under this Agreement
6.	Confidential Information	All information including Authority’s data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
7.	Consortium	The consortium consist of multiple members (not more than 3 parties including the Lead Bidder) entering into a Consortium Agreement for a common objective of satisfying the Authority’s requirements & represented by Lead Member of the consortium
8.	Control	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person’s wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
9.	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RfP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
10.	Go-Live	The date of commencement of Operations and Maintenance phase after the successful completion of each milestone (acceptance of the milestone by the Authority)

#	Term	Definition
11.	Intellectual Property Rights	All rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
12.	Month/ Week	The Month shall mean calendar month & Week shall mean calendar week
13.	Parties	Authority and Bidder for the purposes of this Agreement and “ Party ” shall be interpreted accordingly;
14.	Performance Security	Unconditional guarantee provided by the Bidder from a Scheduled Commercial Bank/Nationalized Bank in favour of the Authority for 10% of the total CAPEX value (both packages incl.)
15.	Project	Project shall mean implementation of the two packages:- Package A - Kerala Fibre Optic Network Package B - Reliable Communication and Data Acquisition Network
16.	Project Implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by Authority or its nominated agencies;
17.	Request for Proposal/ Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and implement
18.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
19.	SLA	Performance and Maintenance SLA executed as part of this Master Service Agreement
20.	Software	Software designed, developed / customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Bidder;
21.	Network System	Network System shall mean implementation of the two packages:- Package A - Kerala Fibre Optic Network Package B - Reliable Communication and Data Acquisition Network
22.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as System Integrator(SI)

Table 1: Definitions

1 Bidding Data Sheet

Notice Inviting Tender		
1.	Name of the Tender Inviting Authority	Kerala State Information Technology Infrastructure Ltd. (KSITIL) on behalf of Kerala Fibre Optic Network Ltd.
2.	Officer Tender Inviting Authority	Managing Director, KSITIL
3.	Name of the Project	Project shall mean implementation of the two packages:- Package A - Kerala Fibre Optic Network Package B - Reliable Communication and Data Acquisition Network
4.	Tender Reference Number	KSITIL/MD/KFON/18/1852
5.	Tender Type	Open
6.	Tender Category	Supply and Services
7.	Publication of Tender Document	As per e-tender website
8.	Contact Person	Company Secretary, KSITIL
9.	Address	Kerala State Information Technology Infrastructure Ltd., TC No.: 14/196/2, 3rd Floor, Chandrasekharan Nair Stadium, Palayam, Trivandrum - 695033
10.	Contact No.	0471-2304006
11.	E-Mail ID, for any clarifications	kfon@ksitil.org
12.	Time & last date to submit clarifications	As per e-tender website
13.	Pre-bid Meeting	As per e-tender website
14.	Pre-Bid Meeting Venue	As per e-tender website
15.	Procedure for Bid Submission	Through e-tendering platform of Government of Kerala
16.	Last Date of Submission of Bids	As per e-tender website
17.	Opening of Prequalification Bids	As per e-tender website
18.	Bid System	Three stage bid system 1. Pre-qualification Bid 2. Technical Bid 3. Financial/ Commercial Bid
19.	Bid Processing Fee (Non – Refundable)	INR 44,250 only
20.	Bid Security/EMD (Refundable)	INR 25 lakhs only (by online – NEFT/SBI Internet banking only)
21.	Validity of the Bid	3 months from the date of opening of price bid
22.	Contract period	24 months + 7 years
23.	Performance Security (PS)	10% of the total CAPEX value (both packages incl.) In the form of a Bank Guarantee issued by any Nationalized / Scheduled Commercial Bank in favour of

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		"Managing Director, Kerala Fibre Optic Network Ltd.", payable at Thiruvananthapuram. Performance Security must be furnished within 15 days from the date of receipt of notification of award (Letter Of Intent)
24.	Performance Security validity period	Three(3) months beyond expiry of contract period
25.	Period of Signing the contract	Within 21 days from the date of receipt of notification of award (Letter Of Intent)
26.	Terms & Conditions	As per the Tender document

*Table 2: Bidding Data Sheet***Note:**

- The Bidding process shall be conducted online (e-tendering). Please visit <https://etenders.kerala.gov.in/> for further details regarding the e-tendering process.
- All the notification/details and terms and conditions regarding this tender notice hereafter will be published on line on web site <https://etenders.kerala.gov.in/>
- All the clarifications / corrigendum to the queries will be published on the above said websites.

2 Instruction to Bidders

2.1 Procurement under Kerala Fibre Optic Network

Managing Director, Kerala State IT infrastructure Ltd. invites bids on behalf of Managing Director, Kerala Fibre Optic Network Ltd. from eligible Bidders for the selection of an agency for the execution two packages.

- Package A – Design, Implementation and Maintenance of **Kerala Fibre Optic Network**
- Package B – Providing **Reliable Communication and Data Acquisition Network** to all Substations of and above 110kV Voltage level in Kerala

Participating entities shall agree to adhere to the Terms & Conditions, Scope & Services and Specifications of the components procured mentioned under both the packages.

This tender has two volumes:-

- Volume I: Bidding Instructions and Terms & Conditions
- Volume II: Scope of Services & Specifications for Kerala Fibre Optic Network and Reliable Communication and Data Acquisition Network

All the terms and conditions are to be read jointly as mentioned in the e-procurement market website (<https://etenders.kerala.gov.in/>) and in this document.

2.2 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

2.3 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and the Authority shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.4 Language of the Bid

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the Bids exchanged by the Bidder and the Authority shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.5 Pre-Bid Meeting & Clarifications

The Authority, will host a Pre-Bid meeting for queries (if any) by the prospective bidders. The meeting will be held on the date and venue as specified in Bidding Data Sheet. **The representatives of the bidders (limited to three) may attend the pre-bid meeting at their own cost.** The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their Bid.

The prospective bidder requiring any clarification on the bidding document may notify the Authority in writing or by e-mail in a non-editable format. The official mentioned in the Bidding Data Sheet may be contacted for this purpose.

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The queries should necessarily be submitted in the following format:

#	RfP Volume	Page no.	Section No.	Content/Clause of the RfP requiring clarification	Clarification Sought

Queries submitted post the deadline mentioned in the e-tender website or which do not adhere to the above mentioned format may not be responded to.

2.6 Amendment of the Tender Document

At any time prior to the submission of Bids, Authority for any reason whatsoever, may, modify any element of the Tender Document by issuing a corrigendum. All Amendment(s)/Corrigendum(s) shall be published on the **etenders.kerala.gov.in** website. Authority shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender. For the sake of interpretation, the content of any corrigenda issued by the Authority shall be read as part of the original Tender Document. In each instance in which provisions of the Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the Tender Document, the provisions of the Corrigenda shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the Tender shall be deemed amended accordingly.

The Authority may in its sole discretion consider extension of deadlines for submission of the Bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their Bids. All the communications with regards to the clarifications / corrigendum shall be made to the bidders who have purchased the Tender Documents.

2.7 Compliance/Completeness of the Bid

Submission of a Bid by the Bidder shall be through e-Tendering system of Government of Kerala and should be done after careful study and examination of the Tender Documents, with full understanding of its implications. Bidder is expected to understand the requirements to allow them to propose the best fit solution. Bidders' attention is also drawn to the Compliance Sheet as provided in this Volume of the Tender Document.

Proposal is to be submitted as per the enclosed format only along with certificates, brochures and other documents as asked for in the Tender Document. Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:

- Include all documentation specified in this Tender Document;
- All pages of the Bid must be numbered and duly signed by the Authorized Signatory;
- Strictly follow the format prescribed and respond to each element in the order as set out in this Tender

2.8 Documents comprising the Bid

Bidders shall upload response to this Tender as per the requirements below.

2.8.1 Pre-Qualification Bid

1. PQ Formats 1 -9

2.8.2 Technical Bid

1. Tech Formats 1 -10
2. Unpriced BoQ

2.8.3 Commercial Bid

1. Commercial Bid Covering Letter
2. Duly filled BoQ
3. Optional items BoQ (as PDF)

Note:-

- The bidder is requested to view and ensure that all the data entered is visible in the final PDF file before uploading. If more space is required, attach scanned copies of information in PDF format and upload as a single PDF document along with all other scanned certificates/documents mentioned elsewhere in the bid documents.
- Bidders shall upload legible scanned copies of certificates/documents. Documents which are illegible or incomplete will not be considered.
- All PDFs shall be given appropriate file names
- There is no provision for correction of bids once submitted online. However, revised bids can be submitted by the Bidder, in case of corrections, till the last date & time of bid submission and the most recent/latest bid submitted before the stipulated date & time of bid submission shall only be considered by etenders.kerala.gov.in website for further processing.

2.9 Submission of hard copy of Pre-qualification and Technical Bid Documents

Bidder shall submit one hard copy each for the Bid Documents - Pre-qualification and Technical Bid Documents at the office of the Authority within the prescribed Bid submission date mentioned in the e-tender website. **However, the financial Bid shall be submitted through e-tender only.** Bid Documents shall be submitted in separate sealed covers with the following details:-

1. Details to be printed on the cover for Pre-qualification Document:-

Selection of an Agency for Implementation of Kerala Fibre Optic Network & Reliable Communication & Data Acquisition Network

Pre-qualification Bid Document

Date of Submission: DD MM YYYY

Name of the Bidding Entity: xxx

Address of the Bidding Entity: xxx

Contact name and number of the Bidding Entity: xxx

2. Details to be printed on the cover for Technical Document :-

Selection of an Agency for Implementation of Kerala Fibre Optic Network & Reliable Communication & Data Acquisition Network

Technical Bid Document

Date of Submission: DD MM YYYY

Name of the Bidding Entity: xxx

Address of the Bidding Entity: xxx

Contact name and number of the Bidding Entity: xxx

2.10 Hand written documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as “OK”, “noted”, “as given in brochure/manual” is not acceptable and may lead to the dis-qualification of the Bid.

2.11 Bid Security/Earnest Money Deposit (EMD)

Bidders should submit the Bid Security as mentioned in the Bidding Data Sheet. The Bid Security of all unsuccessful bidders will be refunded through online transfer, on receipt of letter of acceptance from Successful Bidder along with security deposit. The Bid Security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it. Bid Security shall be returned to the Successful Bidder upon signing of contract and submission of Performance Security.

The Bid submitted without Bid Security, mentioned above, will be summarily rejected. The Bid Security may be forfeited:

- If a Bidder withdraws its bid during the period of bid validity
- If the Successful Bidder fails to sign the contract or submit Performance Security within the stipulated period.

2.12 Variation of Quantity

The Authority reserves the right to increase or decrease quantity while placing the actual order up to +/- 25% on each line item. However, the payment shall be made against actual. The Successful Bidder is bound to deliver the requested quantity at the work order price.

2.13 Bid Prices

The Bidder shall indicate in the proforma prescribed, the unit rates and total bid prices for the equipment/ services, it proposes to provide under the Agreement. Prices should be shown separately for each item as detailed in this Tender Document.

The Bidder shall prepare the Bid based on details provided in the Tender Documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Bidder. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Documents and to meet objectives of the Project.

2.14 Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. **The bid prices shall be indicated in Indian Rupees (INR) only.** The Bidding Entity shall offer materials which fully satisfy the technical specification given in the bid. It shall offer full quantity of item tendered. It should not quote part quantity.

The Commercial Bid should clearly indicate the price quoted without any ambiguity/ qualifications whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable / payable should be indicated separately. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable for rejection.

2.15 Inspection of Site and sufficiency of Tender

Bidder is expected to work out their own rates based on the detailed description of scope of work items, the specifications, SLA conditions, etc. and should judiciously arrive at the commercials. The Bidder shall be deemed to have satisfied itself before Bid submission as to correctness and sufficiency of its Tender. The rates and prices quoted shall cover all its obligations under the contract necessary for proper completion and maintenance of the Works/Services.

If necessary, before submitting its Bid the Bidder should inspect and examine various sites and its surroundings and shall satisfy itself about form and nature of the sites means of access to the Sites, and in general, obtain all necessary information which may influence or affect Project implementation and operationalization. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

2.16 Conditional bids by the bidders

The Bidder should abide by all terms and conditions specified in the Tender Document. Conditional offers shall be liable for dis-qualification.

2.17 Late Tender Bids

Any Bid received by the Authority after the deadline for submission of Bid prescribed by the Authority, will be summarily rejected.

2.18 Bid Validity Period

Bids shall be valid for a period as mentioned in the Bidding Data Sheet. A Bid valid for shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, Authority may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or email.

2.19 Opening of Bids

Bids received within the prescribed closing date and time will be opened at the prescribed date and time of Bid opening. In case it is not possible to open the tender on the specified time and date due to any valid reason, the revised time and date will be published on the etenders.kerala.gov.in website.

2.20 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, Authority may, at its discretion, ask some or all Bidders for clarifications with regards to their Bid. The request for such clarifications and the response will necessarily be in writing (by letter/email). Failure of a Bidder to submit additional information or clarification as sought by Authority within the prescribed period will be considered as a non-compliance and the Bid may get evaluated based on the limited information furnished along with the Bids.

2.21 Right to accept any Bid and reject any or all Bids

Authority reserves the right to accept or reject any Bid, and to annul the tendering process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.

2.22 Notification of Award

Authority will notify the Successful Bidder via letter/email of its intent of accepting the Bid. Within seven (7) days of receipt of the Letter of Intent (LOI) by the Authority, the Successful Bidder shall be required to sign the LOI and return the same to the address specified in the Bidding Data Sheet as a token of acceptance of the LOI.

2.23 Performance Security (PS)

As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within 15 (fifteen) days of receipt of the LOI as a Performance Security for the services to be performed under the resultant Agreement. The Bank Guarantee amount and its validity shall be equivalent to that mentioned in the Bidding Data Sheet. Performance Security may be subject to forfeiture as per the clauses mentioned in the Tender Document

Bid Security of the Successful Bidder shall be returned on submission of PS by Successful Bidder after successful execution of the Agreement.

The Performance Security may be liquidated by the Authority as penalty / liquidated damages resulting from the System Integrator's (SI) failure to complete its obligations under the resultant Agreement. The Performance Security shall be returned by Authority to the Bidder within thirty (30) days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

2.24 Signing of Contract

Subsequent to Authority notification to the Successful Bidder by way of a LOI, acceptance of the LOI and submission of the Performance Security, the Successful Bidder shall execute the Agreement with the Authority. Failure of the Successful Bidder to furnish the Performance Security or execute the agreement within the prescribed time shall cause the Bid Security of the Successful Bidder to be liquidated. In such event, the Authority may choose to negotiate with the next eligible Bidder. The Successful Bidder will be liable to indemnify the Authority for any additional cost or expense, incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bona fide.

The draft Agreement between the Authority and the Successful Bidder has been provided in this Volume of the Tender Document.

2.25 Integrity Pact

An "Integrity Pact" shall be signed between the Authority and the SI. This is a binding agreement between Authority and SI. Under this Pact, the SI agrees with the Authority to carry out the assignment in a specified manner. The format of Pre-Contract Integrity Pact will be as per format given in the annexure. In case of a consortium, all members have to sign the pact.

The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- Denial or loss of contracts;
- Forfeiture of the EMD and PBG;
- Liability for damages to the SI; and
- Debarment of the violator by Government of Kerala for an appropriate period of time.

The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour compliance program for the implementation of the code of conduct throughout the company.

2.26 IT Act 2008

Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (Amendment)

2.27 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of any levies, the Authority will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

2.28 Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes on amounts payable by the Authority under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder needs to find out applicable taxes for the components being proposed.)

2.29 Fraud and corruption

Authority requires that Bidder must observe the highest standards of ethics during the entire process of tendering and during execution of the Agreement. In pursuance of this policy, the Authority defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Authority in Agreement executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to Agreement, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the Authority in Volume II of the Tender.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

Authority shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that the SI has indulged into the Corrupt/ Fraudulent/ Unfair/ Coercive practices, it will be a sufficient ground for the Authority for termination of the Agreement and initiate black-listing of the Bidder.

2.30 Terms and conditions of the Tender

Bidder is required to refer to the draft Master Service Agreement, provided in this Volume of the Tender Document for all the terms and conditions (including project timelines) to be adhered by the Successful Bidder during Project implementation and Post implementation period. Please note that one needs to read the Master Service Agreement as a whole document; and the Annexures mentioned there-in may not correspond to the Tender Annexures. Please refer to the Interpretation Section of the Agreement for reference of the Annexures.

3 Payment Terms & Warranty

3.1 Payment Terms

Milestone/ Activity	Implementation Period				Payment against Go- live	Timeline	Post Implementation Period
	Fiber & Accessories		Network IT and Non- IT equipment				
	Payment against Supply paid as a % of the total cost incurred for supply, installation, testing & commissioning of entire fiber & accessories for the respective milestone	Payment against Installation, Testing & Commissioning paid as a % of the total cost incurred for supply, installation, testing & commissioning of entire fiber & accessories for the respective milestone	Payment against Supply paid as a % of the total cost incurred for supply, installation, testing & commissioning of entire IT/Non-IT components for the respective milestone	Payment against Installation, Testing & Commissioning and Integration with NOC paid as a % of the total cost incurred for supply, installation, testing & commissioning of entire IT/Non-IT components for the respective milestone			
Core Ring + associated institutions	30%	30%	30%	30%	30% of Total Capex against the two milestones	T0 + 24 months Remaining 10% of CAPEX on complete project implementation	Yearly OPEX as equated quarterly installment subject to SLA charges
NOC			30%	30%			
Aggregation Ring + associated institutions	30%	30%	30%	30%	30% of Capex against the milestone		
Pre-Aggregation Ring + associated institutions	30%	30%	30%	30%	30% of Capex against the milestone		
Spur Connectivity + associated institutions	30%	30%	30%	30%	30% of Capex against the milestone		
Remaining fiber laying in PSDF	30%	30%			30% of Capex against the milestone		

- 1) Commissioning means completion in all respect including commissioning of all Fibre/accessories/IT/Non-IT equipment, testing by SI and certification by PMA and final approval by Authority.
- 2) Integration means integration and testing of all network components in place – Fibre, Electronics, PoPs, end institutions and NOC with all hardware, software and non-IT Infrastructure commissioned
- 3) **Authority wishes to incentivize the SI for early completion of the Project (Package A & Package B). The incentives for early completion are as given below:-**

Sl.No.	Timeline from date of signing of contract	Incentive as % of CAPEX
1.	12 months	5%
2.	13 months	4.9%
3.	14 months	4.6%
4.	15 months	4.2%
5.	16 months	3.6%
6.	17 months	2.9%
7.	18 months	2.0%
8.	19 months	1.9%
9.	20 months	1.7%
10.	21 months	1.5%
11.	22 months	1.1%
12.	23 months	0.5%
13.	24 months	0%

Table 3: Early Completion Incentive

- 4) All payments will be subject to deductions of SLA accrual applicable at any payment milestone.
- 5) Quarterly payment to SI for Operations and Maintenance Phase will be made for all locations which are commissioned before the start of the respective quarter.
- 6) Penalty clauses shall be applicable during implementation & O&M periods for breach of SLA made by SI.
- 7) Bidder may propose a suitable project plan to achieve the milestones as per the timelines mentioned. All phases/milestones/activities may be carried out sequentially or in parallel. However, **the project should be completed within the overall timeline of 24 months.**
- 8) The suppliers at their cost shall arrange for storage, loading and unloading of materials at site.
- 9) In case the SI, after having made partial supplies, fail to fulfill the contract in full or partial, such risk and loss if any, caused to the Authority thereby shall be recovered from the defaulting SI by forfeiting the Performance Bank Guarantee and the balance alone shall be refunded.
- 10) If the materials which are rejected by the Authority, on inspection/testing, are not lifted from the site within 15 days of receipt of the intimation of rejection by the Authority, the SI shall be liable to pay ground rent @ 0.1% of the above value of rejected materials for every day of delay.
- 11) The bidders should be prepared to accept order on condition that in the event of their defaults to supply and installation as ordered/failure to supply within the period stipulated in the order, the security deposit will be forfeited.
- 12) All incidental expenses incurred by the Authority for making payment outside the District in which the claims arises shall be borne by the contractors.
- 13) Any sum of money due and payable to the Bidder (including security deposit returnable to him) under this contract may be appropriated by the Authority and set off against any claim of the Authority for the payment of a sum of money arising out of or under any other contract made by the bidder with the Authority

3.2 Payment Procedure

- A milestone shall be considered complete only on
 - completion of the activities envisaged under that milestone
 - Verification of all activities under that milestone by PMA and acceptance by Authority
 - Submission of all required reports like site survey, design document, test/delivery reports, etc.
- **Within two weeks of contract signing the SIs shall submit an inception report with detailed project plan**

- For each milestone, SI shall submit the BoQ based on the verified and approved site survey reports.
- Payments against supply shall be processed only upon verification of the quantity delivered by the PMA against the approved BoQ and submission of all the test reports – type tests, factory acceptance test, dispatch clearances, delivery reports, etc.
- On Go-Live of each milestone SI shall submit a network commissioning report for that particular milestone for payment processing
- Upon completion of a milestone, SI shall submit the invoice and all relevant documents (timely and complete) for scrutiny by PMU. PMU shall provide its payment recommendation within 14 working days.
- All efforts shall be made by the Authority to release the payment within 30 working days.
- All Payments shall be made via NEFT/RTGS in Indian Rupees Only
- SI shall share all information required to receive the payments electronically
- Payments shall be subject to deductions of any amount for which the SI is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the current Income-Tax Act.
- Bank charges, if any, incurred in connection with effecting payment to the SI will be to the SI's account.
- Also in case the documentary proof for remittance of taxes & duties are not made available, the following shall be produced before the Authority for effecting the payment of the same.
 - Copy of e-return filed, for Proof of payment of tax.
 - Certificate giving invoice wise details of taxes & duties from the Chartered Accountant as a documentary proof of payment of taxes.
 - An undertaking from the supplier stating that “ if any dispute on payment of taxes and duties from concerned tax authorities occurs in future, the firm shall indemnify the Authority from such liabilities and the supplier will be made liable for the additions, loss or cost on account of such discrepancies/dispute.”
- Final payment will be made on production of an undertaking by the SI that all taxes and duties payable to the Central/ State Government Department/ Agencies due to the Supply/ Contract have been paid by him and if any claim is received in future from any Central/ State Government Department/ Agencies under existing laws regarding this supply /contract, the Supplier/ Contractor shall be liable to pay the same.
- If pursuant to or under any law, notification or order any royalty, cess, tax or the like becomes payable by Authority to the State Government or local authorities as a result of any material used by the SI in the works, then in such a case, Authority will have the right to recover the amount paid in the circumstances as aforesaid from dues of the SI.
- Conditions for reimbursement of levy/ taxes if levied after receipt of tenders
 - All tendered rates shall be inclusive of all taxes and levies payable under respective statutes.
 - The SI shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by Authority or its authorized representative and shall also furnish such other information/ document as Authority may require from time to time.
 - Apprentices Act provisions to be complied with the SI shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, its failure will be a breach of the contract and Authority may, in its discretion, cancel the contract. The SI shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

3.3 Warranty Terms

1. A comprehensive on-site warranty and Operations & Maintenance on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through SI till the end of the Contract.
2. Technical Support shall be provided by the respective OEM for till the end of the contract period.
3. The SI shall warrant that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of Sale/End of Support and shall be supported by the SI and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
4. The SI shall warrant that the goods supplied under this contract shall be of reasonably acceptable grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
5. The SI shall further warrant that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Specifications)
6. The Authority shall promptly notify the SI in writing of any claims arising under this warranty.
7. Upon receipt of such notice, the SI shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Authority may have against the SI under the Contract.
8. If the SI, having been notified, fails to remedy the defect(s) within a reasonable period and remove the defective parts from site within fifteen (15) days, the Authority may proceed to take such remedial action as may be necessary, at the SI's risk & expense and without prejudice to any other rights which the Authority may have against the SI under the Contract.
9. Bidder will quote all the capex items with specified warranty period as part of the capex cost. The support cost for HW/SW in non-warranty period will be quoted as Annual Maintenance Cost (AMC) for the particular period in the contract period. The AMC/Support cost will be applicable only upon Go-Live after completion of warranty for any particular item.
- 10. Warranty for active equipment will be for 5 years from the date of Go-Live of that phase/milestone. CAPEX of all equipment shall be inclusive of the 5 years warranty**
- 11. SI shall submit performance warranty of 25 years for OFC/OPGW obtained from OEM**
12. All the materials that are ordered have to be fully insured from the time of despatch from the manufacturer's works to the destination station and for one-month storage thereafter at the cost of the supplier. Proof of insurance shall be furnished.
13. During the warranty period, the SI shall guarantee that there shall be minimum outage of the supplied system. During this period, the SI shall replace or repair all defective parts and shall have prime responsibility for maintaining an operational system. During the warranty period, the spare parts, test equipment and tools and tackles shall be provided by the SI without any additional cost to the Authority. In case if any mandatory spare parts supplied to Authority in this contract has been used during warranty period, the same shall be replenished by the SI without any additional cost to Authority.
14. The SI shall provide all required consumable and non-consumable supplies necessary to support all installation and test activities till the completion of the project. If there are any problems in the SAT and additional consumables are required, the same shall also be supplied by the SI in free of cost.

4 Service Level Agreement (SLA)

4.1 Implementation stage SLA

SLA Parameter	Delay in implementation milestone	Penalty
Delays in milestones attributable to SI	<= 1 week	No Penalty
	>1 week to < 4 Weeks	0.5% of the milestone payment
	>= 4 to < 6 Weeks	1% of milestone payment
	>= 6 to < 8 Weeks	2% of milestone payment
	8 Weeks	3% of milestone payment
	> 8 Weeks	Additional 1% for every week's delay beyond 8th week capped at 10% of total project CAPEX
If any of the Core Team Member is not available without intimation or timely replacement (Yearly Measurement - Penalty will be applied in second year's payments)	2 Occasions	No Penalty
	per Occasion	INR 50,000/-

Table 4: Implementation Stage SLA

Note:-

1. Only one replacement of per profile would be permitted per year. Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.

4.2 Operations Stage SLAs

4.2.1 Network related Operational Service levels

Sl.No.	Measurement	Definition	Monthly Target	Penalty as % of QGR
1	Availability of NOC & Core PoPs	All the Network Equipment installed and commissioned at NOC and core PoPs	≥99.99 %	No Penalty
			≥99.5 % to <99.99 %	2.00%
			≥99.0 % to <99.5 %	5.00%
			<99.0 %	Additional 1% penalty on account of each 0.1% reduction in uptime
2	Network Availability at Aggregation PoPs	<p>Network Availability (%) for a month = (Total minutes during the month – Downtime minutes during the month) *100 / Total minutes during the month.</p> <p>Network Equipment Availability for a month = Total time (in minutes) in a month - total down time (in minutes) in a month</p> <p>The network is considered available when all the services in full capacity are available. Total Time shall be measured on 24*7 basis.</p>	≥99.5 %	No Penalty
			≥99.3 % to <99.5 %	2.00%
			≥99.0 % to <99.3 %	5.00%
			<99.0 %	Additional 1% penalty on account of each 0.2% reduction in uptime
3	Network Availability at Pre-Aggregation PoPs	<p>The downtime of the Aggregation, Pre-Aggregation, Spur PoPs and Access locations commissioned during the implementation phase shall be calculated on prorata basis.</p> <p>Measurement Tool: Reports from EMS duly approved by the Authority or its appointed agency. SI shall submit quarterly reports on the performance and adherence to the SLA</p>	≥99.4 %	No Penalty
			≥99.2 % to <99.4 %	2.00%
			≥99.0 % to <99.2%	5.00%
			< 99.0%	Additional 1% penalty on account of each 0.2% reduction in uptime
4	Network Availability at Spur PoPs	<p>The SLA for end office locations shall be measured from the time of the call being registered at help desk</p>	≥99.3 %	No Penalty
			≥99.1 % to <99.3 %	2.00%
			≥99.0 % to <99.1%	5.00%
			< 99.0%	Additional 1% penalty on account of each

Sl.No.	Measurement	Definition	Monthly Target	Penalty as % of QGR
				0.2% reduction in uptime
5	Access locations		≥99.0 %	No Penalty
			≥98.0% to <99.0%	1.00%
			≥97.0 % to <98.0%	3.00%
			≥96.0 % to <97.0%	5.00%
			< 96.0%	Additional 1% penalty on account of each 0.5% reduction in uptime
6	Network backbone packet loss	Monthly Reports from NMS	Up to 1%	No Penalty
			More than 1%	0.5% penalty on account of each 1% additional packet loss
7	Network latency/Jitter (Core to Access)	Monthly Reports from NMS	Up to 40 ms	No Penalty
			More than 40 ms	0.5% penalty on account of each 5ms additional latency

Table 5: Network related operational SLAs

Note: During the post-implementation period, in case any field equipment is damaged by a vehicular accident (or due to any other reason outside the control of SI) and needs repair/replacement, then the corresponding equipment to be replaced by SI as per the SLAs defined in this section. In such cases, damages are to be borne by SI through proper comprehensive insurance for all the equipment during contract period.

4.2.1.1 Link Margin Values degradation in ring topology of DWDM network on monthly basis

SL	KPI Value	Penalty
1	4 dB	Nil
2	3 dB	INR 5,000 per dB
3	2 dB	INR 10,000 per dB
4	0 dB and Below	INR 20,000 per dB

Table 6: Link Margin Values Degradation in DWDM network

4.2.2 Helpdesk SLA

Service	Measurement	Definition	Target	Penalty as % of QGR
Incident Reporting	Any failure/incident on any part of the network infrastructure or its facilities shall be communicated	Reports generated from Ticket logging system	100% incidents to be reported within 1 hour with the cause, action and remedy for the incident.	No Penalty

Service	Measurement	Definition	Target	Penalty as % of QGR
	immediately to Helpdesk as an exceptional report giving details of downtime, if any.		Delay beyond an hour	INR 100 for every hour's delay on an incremental basis.
			100% incident log to be submitted that comprises exceptional & normal reportable activities by 5th of every Quarter for the previous quarter.	No Penalty
			Delay beyond the date of submission of log	INR 1,000 for every day's delay on an incremental basis

Table 7: Helpdesk SLA

4.2.2.1 **Failure Resolution**

Sl. No.	Mean Value in a Quarter	Penalty (% of O&M)
MTTR- Network restoration	< 4 hrs.	No Penalty
	>= 4hrs. and <8 hrs.	1
	>= 8hrs. and <16 hrs.	2
	>= 16hrs. and <24 hrs.	3
	> 24 hrs.	5
MTTR – Fibre Restoration	< 8 hrs.	No Penalty
	>= 8 hrs. and <12 hrs.	1
	>= 12 hrs. and <18 hrs.	2
	>= 18 hrs. and <24 hrs.	3
	> 24 hrs.	5

Table 8: Failure Resolution SLA

4.3 Service Levels Monitoring

The Service Level parameters defined shall be monitored on a periodic basis, as per the individual parameter requirements. SI shall be responsible for providing appropriate web based online SLA measurement and monitoring tools for the same. These tools are subject to an independent audit by any agency appointed by Authority. SI is obliged to provide to these agencies any reports/support /access to these tools as requested by the SI shall be expected to take immediate corrective action for any breach in SLA. SI will provide support for any independent audit of the SLA tools/reports.

4.4 Reporting Procedures

SI representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include “actual versus target” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to Project Management Unit (PMU).

Also, SI may be required to get the Service Level performance report audited by the agency appointed by Authority

4.5 Exclusions

For the purpose of calculating SLA, the following faults or outage hours shall be excluded:

1. Periods where the State/Authority office staff is inaccessible to confirm the status of the system after fault clearance by the SI
2. Periods where any link is switched off at State / Authority or Govt. Office due its own reasons. The onus lies on State / Authority or respective Govt. establishment to ensure that the on-site equipment are powered ON and / or the Network Monitoring tools, if any, that are used by State / Authority should be able to filter out the time period of link being voluntarily switched off from the down time calculations.
3. Periods where the failure of any components or equipment belonging to State/ Authority / Govt. office.

5 Evaluation Framework

5.1 Three Stage Bid System

- Complete bidding process will be online (e-tendering) in three stage –bid system. All the notification and details terms and conditions regarding, this tender notice hereafter will be published on line on the website <https://etenders.kerala.gov.in/>
- Bidders can login to e-procurement –portal in secure mode only by signing through the Digital certificates.
- Bidder should submit all the required information / documentation, as specified in the Tender Document, in PDF format.
- The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.
- Pre-Qualification bids will be opened online on website <https://etenders.kerala.gov.in/> as per the timeline specified in e-tender website
- The rates should be quoted in the Commercial Bid format attached with the tender and uploaded online as per the instructions given on the web site <https://etenders.kerala.gov.in/>
- The Authority reserves the right to accept or reject any or all the tenders without assigning any reason.

The three stage-Bid to be submitted by the Bidder shall consist of minimum following:

Pre-Qualification Bid	<ul style="list-style-type: none"> • Bidder's response to the Pre-Qualification Criteria defined in this section of this Tender. • The Pre-Qualification related documentation shall be prepared in accordance with the requirements specified in this Tender and in the formats prescribed in the Tender Document. • Pre-Qualification Bid should not contain commercials of the Project, in either explicit or implicit form. • Pre-qualification Bid should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the Bidder organization to the terms and conditions detailed in this proposal.
Technical Bid	<ul style="list-style-type: none"> • The Technical Bid shall be prepared in accordance with the requirements specified in this Tender and in the formats prescribed in the Tender Document. • Technical Bid should not contain commercials of the Project, in either explicit or implicit form. • Conditional Technical Bid is liable for rejection. • Since the size of the Technical Bid is expected to be quite large, bidders are advised to upload the technical documents well in advance and do not wait for last minute.
Commercial Bid	<ul style="list-style-type: none"> • Forms and formats specified on the e-Tender website need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the Bid. • Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.

Authority will not accept submission of a bid in any manner other than that specified in the Tender Document. Bids submitted in any other manner shall be treated as defective, invalid and rejected.

Bids must be direct, concise, and complete. Authority will evaluate Bidder's bid based on its clarity and completeness of its response to the requirements of the project as outlined in this Tender.

5.2 Pre-Qualification Criteria

SLNo.	Parameter	Criteria	Proof
1.	Legal Entity	<p>The Bidder (Lead Bidder in case of a consortium) must be a registered company in India, registered under the Companies Act 1956. In case of a consortium, the members (other than Lead Bidder) shall be a registered legal entity.</p> <p>The Bidder(all members in case of a consortium) should be operating in India for the last seven years as on 31/03/2018</p>	<ul style="list-style-type: none"> • Incorporation Certificate issued by MCA for company registration • Certificate of registration issued by competent authority • Income Tax/PAN Registration • GST Registration • Audited Balance Sheets for the past seven years/Work orders showing operations for each of the past seven years • Above documents to be submitted by all members in case of a consortium
2.	Consortium	<p>Consortium is allowed. The maximum number of members allowed in a consortium is Three (3) including Lead member.</p> <p>The parties shall have a valid agreement among them. The agreement shall clearly specify the following:-</p> <ul style="list-style-type: none"> - Details of Lead member and other consortium members - Outline the financial strengths, technical strengths and the role and responsibility(s) of each of the members of the consortium - Invoices shall be raised by Lead Bidder and payment shall be given only to the Lead Bidder. - Power of Attorney (POA) shall be in favor of the Lead Member. - All parties shall sign the Agreement with the Authority on award of work. - Lead Bidder will be a Systems Integrator <p>Lead Bidder should have a stake of at least 50% of the Total Contract Value among the consortium members. The stake should be clearly mentioned in the Consortium Agreement.</p> <p>Notwithstanding the foregoing, the Lead Bidder shall be responsible and liable for entire scope of work. Lead Bidder will have agreement with the consortium members and the same shall be shared with the Authority</p>	<ul style="list-style-type: none"> • Consortium Agreement • Should be attested by a notary • Documents to show Consortium Members authorized signatory's authority to sign such POA.

SLNo.	Parameter	Criteria	Proof
3.	Financial Capability	<p>The average annual turnover of the last three years (FY 15-16, FY 16-17, FY 17-18) for the Bidder (Lead Bidder in case of consortium) should be minimum INR 800 Crores out of which average annual turnover from Network/Telecom/ICT/IT infrastructure projects in last three years (FY 15-16, FY 16-17, FY 17-18) should be minimum INR 400 Crores.</p> <p>In case of a consortium, the average annual turnover of each of the consortium members (other than the Lead Bidder) for the last three years (FY 15-16, FY 16-17, FY 17-18) should be minimum INR 100 Crores in their chosen field</p>	<ul style="list-style-type: none"> CA certificate stating the overall turnover details and turnover from Network/Telecom/ICT/IT Infrastructure projects for the last three years (FY 15-16, FY 16-17, FY 17-18) with name, seal and registration number of CA Audited Balance Sheets and Profit & Loss Statements for the FY 15-16, FY 16-17, FY 17-18
4.	Net worth	<p>The Bidder (Lead Bidder in case of a consortium) should have positive net worth as on 31/03/2018</p> <p>Consortium members should also have a positive net worth</p> <p>Bidder (Lead Bidder in case of a consortium) shall furnish a solvency certificate by any Scheduled Commercial Bank/Nationalized Bank for minimum INR 400 Crores</p>	<ul style="list-style-type: none"> CA certificate stating the net-worth as on 31/03/2018 with name, seal and registration number of CA Audited Balance Sheets and Profit & Loss Statements for the FY 15-16, FY 16-17, FY 17-18
5.	Technical Capability	<p>Bidder (or any member of the consortium) should have completed aerial/underground fibre laying and installation for a minimum length of 1,500 kilometres in the last seven(7) years and must be in satisfactory operation for at least last one year as on the date of submission of bid</p> <p>Bidder (or any member of the consortium) should have the experience of at least 100 Kms of live line installation of OPGW on 110kV or higher voltage transmission line in India and which must be in satisfactory operation for at least one year as on the date of submission of bid</p>	<ul style="list-style-type: none"> Copy of PO/Contract/Agreement with client Completion Letter Performance (incl. years of operation, quantity) certificates by the client on their letterhead
6.	Technical Capability	<p>The Bidder (Lead Bidder in case of a consortium) should have completed minimum two (2) telecom/network projects in India in the last seven (7) years of minimum project value INR 100 Cr each as on date of submission of bid</p> <p>Bidder (or any member of the consortium) should have completed at least one(1) systems integration / ICT infrastructure services project in India of minimum project value INR 50 Cr. in the last seven(7) years as on date of submission of bid</p>	<ul style="list-style-type: none"> Copy of PO/Contract/Agreement with client Completion Letter
7.	Quality Certification	Bidder (Lead Bidder in case of a consortium) should have a valid ISO 9001:2000 or above and ISO 27001	<ul style="list-style-type: none"> Copy of Valid certification
8.	Blacklisting	Bidder (all members in case of a consortium) should not have been blacklisted by Central/State Government/PSU in India as on the date of Bid submission.	<ul style="list-style-type: none"> Self-certification on company letterhead by authorized signatory To be submitted by all the members of the consortium

SLNo.	Parameter	Criteria	Proof
9.	EMD		<ul style="list-style-type: none"> Transaction reference number
10.	Non-Refundable Document processing fees	RFP document fees	<ul style="list-style-type: none"> Transaction reference number
11.	POA/Board Resolution	POA and Board Resolution authorizing Lead member to sign the Bid Documents	<ul style="list-style-type: none"> Documents to show Consortium Members authorized signatory's authority to sign such POA.
12.	OFC (ADSS/UG)	The OFC manufacturer should have supplied a cumulative of at least 10,000 km of minimum of 48F and above OFC to Private Telecom Operators/State/Central PSUs/Government Telecom Operators in India during the last three(3) years as on date of submission of bid	<ul style="list-style-type: none"> Copy of PO/Contract/Agreement with the client Certificate from client on their letterhead with details of quantity supplied.
13.	OFC (ADSS/UG)	The OFC manufacturer should use ITU-T grade G.652.D and G.657.A1 optical fibre, sourced from CACT approved indigenous sources.	<ul style="list-style-type: none"> CACT certificate to be submitted.
14.	OFC (ADSS/UG)	The OFC manufacturer should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	<ul style="list-style-type: none"> Certificate on company letterhead signed by Managing Director/ CEO mentioning the complete details of such centres / depots
15.	OFC	The OFC manufacturer should not be blacklisted by any Central/ State/UT Government or Govt. PSU as on the date of submission of bid	<ul style="list-style-type: none"> Self-Certification on company letterhead signed by company secretary / Managing Director/ CEO
16.	OPGW	OPGW (optical ground wire) shall be from an Indian Manufacturer, who should have designed, manufactured, tested (as per relevant IS/IEC/ Eq. Standards) and supplied 250Kms of OPGW in last 5 years out of which 100Kms should have been in satisfactory operation on 110kV class or above voltage grade line in India for a minimum period of 2 years as on date of submission of bid	<ul style="list-style-type: none"> Copy of PO/Contract/Agreement with the client Performance (incl. years of operation, quantity) certificates by the client on their letterhead
17.	OPGW	The OPGW manufacturer should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	<ul style="list-style-type: none"> Certificate on company letterhead signed by Managing Director/ CEO mentioning the complete details of such centres / depots
18.	Active	OEM should not be blacklisted by any Central/ State/UT Government or Govt. PSU as on the date of submission of bid	<ul style="list-style-type: none"> Self-Certification on company letterhead signed by company secretary / Managing Director/ CEO
19.	Active	OEM should have supplied at least 500 IP/MPLS edge/aggregation/core/access routers to Service Providers/ Central Govt./State Govt./PSUs in India in the last two years as on date of submission of bid	<ul style="list-style-type: none"> Copy of PO/Contract/Agreement with the client

SLNo.	Parameter	Criteria	Proof
20.	Active	OEM should have supplied at least of 50 Nos. of DWDM equipment (Terminal/Optical Add Drop Multiplexer (OADM)/ROADM, OTN) to Service Providers/Central Govt./State Govt./PSUs in India in the last two years as on date of submission of bid	<ul style="list-style-type: none"> Copy of PO/Contract/Agreement with the client
21.	Active	OEM should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	<ul style="list-style-type: none"> Certificate on company letterhead signed by Managing Director/ CEO mentioning the complete details of such centres / depots
22.	GPON	OEM should have supplied at least of 1,000 Nos. of OLT and 10,000 Nos. of ONT equipment to Service Providers/Central Govt./State Govt./PSUs in India in the last two years as on date of submission of bid	<ul style="list-style-type: none"> Copy of PO/Contract/Agreement with the client
23.	GPON	OEM should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	<ul style="list-style-type: none"> Certificate on company by Managing Director / CEO mentioning the complete details of such centres / depots
24.	GPON	OEM should not be blacklisted by any Central/ State/UT Government or Govt. PSU as on the date of submission of bid	<ul style="list-style-type: none"> Self-Certification on company letterhead signed by company secretary / Managing Director/ CEO
25.	Project Office	The Bidder (Lead Bidder in case of consortium), should have a project office in Thiruvananthapuram. However, if the local presence is not there in Thiruvananthapuram, the selected Bidder should provide an undertaking for establishment of a project office, within 30 days of award of the contract.	<ul style="list-style-type: none"> Self-Certification on company letterhead signed by Managing Director/ CEO Address proof (in case if its existing)

Table 9: Pre-Qualification Criteria

Note:-

1. Successful Bidder or any of its consortium members or their sister concerns cannot be the PMA or PMU for the project
2. Bidder company turnover would be considered for only 100% subsidiary/ division/sub-division/branch/ business unit. In case the Bidder is a subsidiary company, the parent company's financials shall be considered.
3. The financial turnover means revenue excluding non-recurring income, income from other sources and stock. "Income" in an audited Profit and Loss Account will be considered. Closing stocks in whatsoever manner should not form part of turnover.
4. Foreign currency Turnover will be converted into Indian Rupees based on RBI reference rate applicable as on the date of opening of proposals without assigning any weightage factor.
5. An entity is permitted to participate as a member of more than one Consortium for a particular project. But Lead Bidder shall submit only one bid for the work. He shall not be a member in any other bid for the same work.
6. The Lead Bidder shall be designated in the Consortium agreement to be submitted along with the bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Consortium, during the bidding process and in the event the contract is awarded.
7. The Lead Bidder shall be responsible for submission of bid and complete information required as per the prescribed formats, pertaining to each firm in the Consortium and completion of contract documents

and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of the Consortium.

8. *The performance relating to previous contracts executed by the Bidder/consortium should be satisfactory.*
9. *The bidder has to submit all the documents, mentioned elsewhere in the tender document, through online during bid submission itself to prove their pre-qualification. **If the required documents are not submitted along with the bid, the bid shall be liable to get rejected.***

5.3 Qualifying Criteria for Technical Bid

Prior to the detailed evaluation of the Technical Bids, Authority shall determine whether each Bid is

- complete,
- is accompanied by the required information and documents and
- is substantially responsive to the requirements set forth in the Tender Documents.

Authority has formed a Technical Committee, which will evaluate both technical and commercial bids received in response to this Tender. The findings of the said Committee and subsequent decision of State Government shall be final and binding on all the bidders. Only those Bidders, who fulfil all the criteria / requirements mentioned in the Tender, shall be eligible and qualified for technical scrutiny as per the Technical Evaluation Framework given below.

Bidders should obtain minimum 70 marks in the overall technical evaluation and should meet the cut off marks in each sub category, to qualify for opening of the Commercial Bid. Technical Committee's evaluation in this regard shall be final and binding on the Bidder.

Authority may in its sole discretion, waive any informality or non-conformity or irregularity in a bid document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

5.4 Technical Bid Evaluation

SL No.	Criteria	Marks	Proof								
A. Organizational Strength		<i>Max = 15</i>									
1.	Turnover of the Lead Bidder	<table border="1"> <thead> <tr> <th>Turnover</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>800-1,000 Cr</td> <td>2 Mark</td> </tr> <tr> <td>1,000 – 1,200 Cr</td> <td>3.5 Marks</td> </tr> <tr> <td>> 1,200 Cr</td> <td>5 Marks</td> </tr> </tbody> </table>	Turnover	Marks	800-1,000 Cr	2 Mark	1,000 – 1,200 Cr	3.5 Marks	> 1,200 Cr	5 Marks	Audited Balance Sheets and Profit & Loss Statements for the FY 15-16, FY 16-17, FY 17-18
Turnover	Marks										
800-1,000 Cr	2 Mark										
1,000 – 1,200 Cr	3.5 Marks										
> 1,200 Cr	5 Marks										
2.	Years of Operation of the Lead Bidder	<table border="1"> <thead> <tr> <th>Years of Operation</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>7-8 Years</td> <td>2 Mark</td> </tr> <tr> <td>8-10 Years</td> <td>3.5 Marks</td> </tr> <tr> <td>>10 Years</td> <td>5 Marks</td> </tr> </tbody> </table>	Years of Operation	Marks	7-8 Years	2 Mark	8-10 Years	3.5 Marks	>10 Years	5 Marks	Audited Balance sheets and Profit & Loss Statements
Years of Operation	Marks										
7-8 Years	2 Mark										
8-10 Years	3.5 Marks										
>10 Years	5 Marks										
3.	Qualified Professionals on Roll of the Lead Bidder	<table border="1"> <thead> <tr> <th>Staff</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>500-750</td> <td>2 Mark</td> </tr> <tr> <td>750-1,000</td> <td>3.5 Marks</td> </tr> <tr> <td>>1,000</td> <td>5 Marks</td> </tr> </tbody> </table>	Staff	Marks	500-750	2 Mark	750-1,000	3.5 Marks	>1,000	5 Marks	Self-Certificate from Authorized signatory
Staff	Marks										
500-750	2 Mark										
750-1,000	3.5 Marks										
>1,000	5 Marks										
B. Technical Presentation		<i>Max = 30</i>	<i>Cut off = 15</i>								
Work Plan and Staffing											
4.	Team adequacy and staffing to meet implementation timelines										
5.	Team adequacy and staffing to meet operational SLAs										
6.	Project Management Structure and Methodology										
7.	Mitigation of time over-runs										
Approach and Methodology											
8.	Understanding of scope and objectives										
9.	Fibre Commissioning Methodology										
10.	Testing and QA										
11.	SLA monitoring and Management										
12.	Scalability of proposed soln.										
13.	Manageability of network, users, usage										
14.	Project Governance										
15.	Enhanceability of Features & Functions										
16.	Risk Identified and Mitigation Proposed										
17.	Comments on the Terms of Reference										
C. Past Experience		<i>Max = 50</i>									

SL No.	Criteria	Marks	Proof																								
18.	Optical Fibre Commissioning projects completed in last ten(10) years as on date of submission of bid	<table border="1"> <thead> <tr> <th>OPGW</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>100-300 Km</td> <td>4 Mark</td> </tr> <tr> <td>300 – 500 Km</td> <td>6 Marks</td> </tr> <tr> <td>> 500 Km</td> <td>8 Marks</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>ADSS</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>100-500 Km</td> <td>4 Mark</td> </tr> <tr> <td>500-1,000 Km</td> <td>6 Marks</td> </tr> <tr> <td>>1,000 Km</td> <td>8 Marks</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>UG Cabling</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1,000-2,000 Km</td> <td>4 Marks</td> </tr> <tr> <td>2,000-5,000 Km</td> <td>6 Marks</td> </tr> <tr> <td>>5,000 Km</td> <td>8 Marks</td> </tr> </tbody> </table>	OPGW	Marks	100-300 Km	4 Mark	300 – 500 Km	6 Marks	> 500 Km	8 Marks	ADSS	Marks	100-500 Km	4 Mark	500-1,000 Km	6 Marks	>1,000 Km	8 Marks	UG Cabling	Marks	1,000-2,000 Km	4 Marks	2,000-5,000 Km	6 Marks	>5,000 Km	8 Marks	PO/Contract and completion certificate
OPGW	Marks																										
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UG Cabling	Marks																										
1,000-2,000 Km	4 Marks																										
2,000-5,000 Km	6 Marks																										
>5,000 Km	8 Marks																										
19.	Network/ Telecom Projects completed in the last seven(7) years as on date of submission of bid with value more than INR Fifty(50) crores	<table border="1"> <thead> <tr> <th>Network/ Telecom Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2-3</td> <td>5 Marks</td> </tr> <tr> <td>4-5</td> <td>7 Marks</td> </tr> <tr> <td>> 5</td> <td>10 Marks</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>NOC setup</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2-3</td> <td>4 Marks</td> </tr> <tr> <td>4-5</td> <td>6 Marks</td> </tr> <tr> <td>>5</td> <td>8 Marks</td> </tr> </tbody> </table>	Network/ Telecom Projects	Marks	2-3	5 Marks	4-5	7 Marks	> 5	10 Marks	NOC setup	Marks	2-3	4 Marks	4-5	6 Marks	>5	8 Marks	PO/Contract and completion certificate								
Network/ Telecom Projects	Marks																										
2-3	5 Marks																										
4-5	7 Marks																										
> 5	10 Marks																										
NOC setup	Marks																										
2-3	4 Marks																										
4-5	6 Marks																										
>5	8 Marks																										
20.	Operations & Management of fibre network / Telecom projects completed in the last seven(7) years as on date of submission of bid with value more than INR five(5) crores	<table border="1"> <thead> <tr> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1-2</td> <td>4 Marks</td> </tr> <tr> <td>>2</td> <td>8 Marks</td> </tr> </tbody> </table>	No. of Projects	Marks	1-2	4 Marks	>2	8 Marks	PO/Contract and completion certificate																		
No. of Projects	Marks																										
1-2	4 Marks																										
>2	8 Marks																										
D. Relevant Experience with Centre/State/UT Government/PSU		Max = 5	Min = 2																								
21.	Number of completed projects	1 Mark per project	PO/Contract																								

Table 10: Technical Evaluation Criteria

5.5 Commercial Bid Evaluation

Evaluation of bids shall be done on **Least Cost/Lowest Cost (L1) criteria** as detailed. The bidders who have obtained a **minimum of 70 marks in the technical evaluation** will only be considered for commercial bid evaluation. Commercial Evaluation shall be done on **Net Present Value (NPV) discounting at the rate of 10%**.

Formula for calculating L1 is as follows:

$$X1 = \text{CAPEX of Package A (without tax)}$$

$$X2 = \text{CAPEX of Package B (without tax)}$$

$$X3 = X1 + X2$$

Y1 = OPEX for year 1 (without tax)

Y2 = OPEX for year 2 (without tax)

...

Y7 = OPEX for year 7 (without tax)

Total Bid value, $Z = NPV = C1/(1+r) + C2/(1+r)^2 + C3/(1+r)^3 + \dots + C9/(1+r)^9$,

Where $C1 = X3/2$; $C2 = X3/2$; $C3 = Y1$; ... $C9 = Y7$, $r = 10\%$

The Bidder who has lowest value of Z will be declared as L1.

5.6 Rejection Criteria

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

5.6.1 General rejection criteria

- a) Conditional Bids;
- b) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- c) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- d) Bids received after the prescribed time and date for receipt of bids;
- e) Bids without signature of person (s) duly authorized on required pages of the bid;
- f) Bids without power of attorney/ board resolution;
- g) Any other reasons mentioned in this RfP elsewhere

5.6.2 Pre-Qualification Rejection Criteria

- a) Bidders not complying with the Pre-Qualification Criteria given in this Tender
- b) Pre-Qualification Envelope containing commercial details;
- c) Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- d) Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
- e) Any other reasons mentioned in this RfP elsewhere

5.6.3 Technical Rejection Criteria

- a) Technical Bid containing commercial details;
- b) Revelation of prices in any form or by any reason before opening the Commercial Bid;
- c) Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;

- d) Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder;
- e) Bidders not complying with the technical and general terms and conditions as stated in the Tender Documents;
- f) Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this tender;
- g) Any other reasons mentioned in this RfP elsewhere

5.6.4 Commercial Rejection Criteria

- a) Incomplete Price Bid;
- b) Price Bids that do not conform to the Tender's price bid format;
- c) Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- d) If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected;
- e) If there is discrepancy in numerical and words, prices in word shall prevail;
- f) If there is discrepancy in unit rates and total, unit rates shall prevail

6 Prequalification Bid Formats

6.1 PQ Format 1 - Prequalification Bid Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof
1.	RFP Document Fees		Transaction RefNo.
2.	Earnest Money Deposit		Transaction RefNo.
3.	PQ Format 2 - Bid Covering Letter		
4.	PQ Format 3 - Bidder Profile		
5.	PQ Format 4 – PQ Criteria Compliance & Supporting Documents		
6.	PQ Format 5 - Format for Power Attorney to Authorize Signatory		
7.	PQ Format 6 - Format for Power Attorney to Authorize Lead Bidder		
8.	PQ Format 7 – Certificate of Non-Blacklisting		
9.	PQ Format 8 – Self Declaration		
10.	PQ Format 9 – NDA		

Table 11: Prequalification Bid Checklist

6.2 PQ Format 2 - Prequalification Bid Cover Letter

[To Be Furnished on the Letterhead of the Lead Bidder]

To

Managing Director,
Kerala State Information Technology Infrastructure Ltd., TCNo.: 14/196/2, 3rd Floor,
Chandrasekharan Nair Stadium,
Palayam, Trivandrum - 695033

Subject: RfP for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network

Ref: Tender No: **KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**

Sir/ Madam,

Having examined the Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Tender.

We attach here to our responses to pre-qualification requirements and Technical & Commercial Bids as required by the Tender. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Authority is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Tender Document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Tender. We also herewith express our willingness to subject to Authority's conditionality regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

6.3 PQ Format 3 - Bidder Profile

#	Description	Details (to be filled by the responder to the Tender)
1.	Name of the company	
2.	Official address	
3.	Phone No. and FaxNo.	
4.	Corporate Headquarters Address	
5.	Phone No. and FaxNo.	
6.	Website	
7.	GST registration No.	
8.	Permanent Account Number (PAN)	
9.	Role in the Consortium (if applicable)	
10.	Year wise turnover for the last three years (in INR Cr)	2015-16: 2016-17: 2017-18:
11.	Net Worth (in INR Cr)	
12.	Primary contact details of officials for future correspondence regarding the bid process	Name Title Company Address Phone Mobile Fax E-mail
13.	Secondary contact details of officials for future correspondence regarding the bid process	Name Title Company Address Phone Mobile Fax E-mail

Table 12: Bidder Profile

Note:

1. To be submitted by each of the Consortium members, in case of a consortium

6.4 PQ Format 4 – Pre-Qualification Criteria Compliance

SLNo.	Parameter	Criteria	Proof
1.	Legal Entity	<p>The Bidder (Lead Bidder in case of a consortium) must be a registered company in India, registered under the Companies Act 1956. In case of a consortium, the members (other than Lead Bidder) shall be a registered legal entity.</p> <p>The Bidder(all members in case of a consortium) should be operating in India for the last seven years as on 31/03/2018</p>	•
2.	Consortium	<p>Consortium is allowed. The maximum number of members allowed in a consortium is Three (3) including Lead member.</p> <p>The parties shall have a valid agreement among them. The agreement shall clearly specify the following:-</p> <ul style="list-style-type: none"> - Details of Lead member and other consortium members - Outline the financial strengths, technical strengths and the role and responsibility(s) of each of the members of the consortium - Invoices shall be raised by Lead Bidder and payment shall be given only to the Lead Bidder. - Power of Attorney (POA) shall be in favor of the Lead Member. - All parties shall sign the Agreement with the Authority on award of work. - Lead Bidder will be a Systems Integrator <p>Lead Bidder should have a stake of at least 50% of the Total Contract Value among the consortium members. The stake should be clearly mentioned in the Consortium Agreement.</p> <p>Notwithstanding the foregoing, the Lead Bidder shall be responsible and liable for entire scope of work. Lead Bidder will have agreement with the consortium members and the same shall be shared with the Authority</p>	•
3.	Financial Capability	<p>The average annual turnover of the last three years (FY 15-16, FY 16-17, FY 17-18) for the Bidder (Lead Bidder in case of consortium) should be minimum INR 800 Crores out of which average annual turnover from Network/Telecom/ICT/IT infrastructure projects in last three years (FY 15-16, FY 16-17, FY 17-18) should be minimum INR 400 Crores.</p> <p>In case of a consortium, the average annual turnover of each of the consortium members (other than the Lead Bidder) for the last three years (FY 15-16, FY 16-17, FY 17-18) should be minimum INR 100 Crores in their chosen field</p>	•

SLNo.	Parameter	Criteria	Proof
4.	Net worth	The Bidder (Lead Bidder in case of a consortium) should behave positive net worth as on 31/03/2018 Consortium members should also have a positive net worth Bidder (Lead Bidder in case of a consortium) shall furnish a solvency certificate by any Scheduled Commercial Bank/Nationalized Bank for minimum INR 400 Crores	•
5.	Technical Capability	Bidder (or any member of the consortium) should have completed aerial/underground fibre laying and installation for a minimum length of 1,500 kilometres in the last seven(7) years and must be in satisfactory operation for at least last one year as on the date of submission of bid Bidder (or any member of the consortium) should have the experience of at least 100 Kms of live line installation of OPGW on 110kV or higher voltage transmission line in India and which must be in satisfactory operation for at least one year as on the date of submission of bid	•
6.	Technical Capability	The Bidder (Lead Bidder in case of a consortium) should have completed minimum two (2) telecom/network projects in India in the last seven (7) years of minimum project value INR 100 Cr each as on date of submission of bid Bidder(or any member of the consortium) should have completed at least one(1) systems integration / ICT infrastructure services project in India of minimum project value INR 50 Cr. in the last seven(7) years as on date of submission of bid	•
7.	Quality Certification	Bidder(Lead Bidder in case of a consortium) should have a valid ISO 9001:2000 or above and ISO 27001	•
8.	Blacklisting	Bidder (all members in case of a consortium) should not have been blacklisted by Central/State Government/PSU in India as on the date of Bid submission.	•
9.	EMD		•
10.	Non-Refundable Document processing fees	RFP document fees	•
11.	POA/Board Resolution	POA and Board Resolution authorizing Lead member to sign the Bid Documents	•
12.	OFC (ADSS/UG)	The OFC manufacturer should have supplied a cumulative of at least 10,000 km of minimum of 48F and above OFC to Private Telecom Operators/State/Central PSUs/Government Telecom Operators in India during the last three(3) years as on date of submission of bid	•

SLNo.	Parameter	Criteria	Proof
13.	OFC (ADSS/UG)	The OFC manufacturer should use ITU-T grade G.652.D and G.657.A1 optical fibre, sourced from CACT approved indigenous sources.	•
14.	OFC (ADSS/UG)	The OFC manufacturer should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	•
15.	OFC	The OFC manufacturer should not be blacklisted by any Central/ State/UT Government or Govt. PSU as on the date of submission of bid	•
16.	OPGW	OPGW (optical ground wire) shall be from an Indian Manufacturer, who should have designed, manufactured, tested (as per relevant IS/IEC/ Eq. Standards) and supplied 250Kms of OPGW in last 5 years out of which 100Kms should have been in satisfactory operation on 110kV class or above voltage grade line in India for a minimum period of 2 years as on date of submission of bid	•
17.	OPGW	The OPGW manufacturer should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	•
18.	Active	OEM should not be blacklisted by any Central/ State/UT Government or Govt. PSU as on the date of submission of bid	•
19.	Active	OEM should have supplied at least 500 IP/MPLS edge/aggregation/core/access routers to Service Providers/Central Govt./State Govt./PSUs in India in the last two years as on date of submission of bid	•
20.	Active	OEM should have supplied at least of 50 Nos. of DWDM equipment (Terminal/Optical Add Drop Multiplexer (OADM)/ROADM, OTN) to Service Providers/Central Govt./State Govt./PSUs in India in the last two years as on date of submission of bid	•
21.	Active	OEM should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	•
22.	GPON	OEM should have supplied at least of 1,000 Nos. of OLT and 10,000 Nos. of ONT equipment to Service Providers/Central Govt./State Govt./PSUs in India in the last two years as on date of submission of bid	•
23.	GPON	OEM should have an after sales service centre / spare equipment depot with adequately trained manpower in India.	•
24.	GPON	OEM should not be blacklisted by any Central/ State/UT Government or Govt. PSU as on the date of submission of bid	•
25.	Project Office	The Bidder (Lead Bidder in case of consortium), should have a project office in Thiruvananthapuram. However, if the local presence is not there in Thiruvananthapuram, the selected Bidder should provide an undertaking for establishment of a project office, within 30 days of award of the contract.	•

Table 13: Pre-qualification evaluation compliance

6.5 PQ Format 5 - Format for Power Attorney to Authorize Signatory

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to the RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works, including signing of all Agreements with _____ (Client) in relation to the said RFP and thereafter till the expiry of the Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the ____ day of _____ 2018

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Note:

- *To be executed by all the members individually.*
- *Members can also submit Board Resolution*
- *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

6.6 PQ Format 6 - Format for Power of Attorney for Lead Bidder

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RfP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. _____, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RfP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium/Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium's/Joint Venture's RfP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s _____ and M/s _____ hereby designate M/s. _____

being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RfP response for the Project, including submission of the RfP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium/Joint Venture.

Dated this the _____ day of _____ 2018

(Signature)

(Name in Block Letter of Executant) [Seal of Company]

Witness 1

Witness 2

Note:

To be executed by all the members individually, in case of a Consortium/Joint Venture. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

6.7 PQ Format 7 - Certificate of Non-Blacklisting

[To Be Furnished on the Letterhead of the Bidder/OEM]

To

Managing Director,
Kerala State Information Technology Infrastructure Ltd., TCNo.: 14/196/2, 3rd Floor,
Chandrasekharan Nair Stadium,
Palayam, Trivandrum - 695033

Subject: RfP for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network

Ref: Tender No: **KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**

Sir/ Madam,

We confirm that our company, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

Note:

1. *To be submitted by each of the Consortium members, in case of a consortium*

6.8 PQ Format 8 - Self-Declaration

[To Be Furnished on the Letterhead of the Bidder]

I _____ hereby declare that I am not in any way related to any KFON Ltd.'s, KSITIL's and KSEBL's employees who is in charge of or having control of this purchase. I agree that if, at any stage, it is found that this deed of declaration is untrue, the earnest money/security deposit paid by me will be forfeited and the contract entered will stand canceled.

It is understood that the relationship with the KFON Ltd.'s, KSITIL's and KSEBL's employee referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law and First Cousins of the Officer concerned.

Name & Title of the Signatory:

Name & Address of the Bidding Entity:

Place:

Date:

Seal:

Note: - Bidders (all members of consortium) shall submit a declaration in the format prescribed below that they are not having any connection directly or indirectly, with the concerned Authority, KSITIL or KSEBL employees.

6.9 PQ Format 9 - Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RfP No. <<>> dated <<>> “Request for Proposal for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network” (hereinafter called the said 'RfP') to the “Kerala Fibre Optic Network Ltd.”, hereinafter referred to as 'Authority'.

And,

WHEREAS, the Bidder is aware and confirms that the Authority's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RfP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority, NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RfP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Authority
 - c. and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - d. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - e. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RfP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date :

7 Technical Bid Formats

7.1 Tech Format 1 -Technical Bid Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof
1.	Tech Format 2 – Tech Bid Covering letter		
2.	Tech Format 3 – Project Citations Details		
3.	Tech Format 4 – Approach & Methodology		
4.	Tech Format 5 – Work Plan & Staffing Schedule		
5.	Tech Format 6 – CV		
6.	Unpriced BoQ for Package A		
7.	Unpriced BoQ for Package B		
8.	Tech Format 7 – Summary & Detailed Compliance Sheets		
9.	Tech Format 8 – MAF for active and passive		
10.	Tech Format 9 – Details of Cable Manufacturer		
11.	Tech Format 10 – Statement of Deviations		

Table 14: Technical Bid Checklist

7.2 Tech Format 2 - Technical Bid Cover Letter

[To Be Furnished on the Letterhead of the Lead Bidder]

To

Managing Director,
Kerala State Information Technology Infrastructure Ltd., TCNo.: 14/196/2, 3rd Floor,
Chandrasekharan Nair Stadium,
Palayam, Trivandrum - 695033

Subject: RfP for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network

Ref: Tender No: **KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**

Sir/ Madam,

We, the undersigned, offer to provide our services in accordance with scope outlined in your Request for Proposals (RfP) dated and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in separate envelope"

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- b) Our Proposal shall be valid and remain binding upon us for the period of contract.
- c) We have no conflict of interest in implementation of this project and we meet the eligibility requirements as stated in RfP.
- d) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any state government or central government entity;
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country.
- f) We undertake to negotiate a Contract on the basis of the proposed core team. We accept that the substitution of core team members for reasons other than those approved by client may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than one (1) week upon signing of contract.

We understand that the Authority is not bound to accept any Proposal that the Authority receives.

We remain,

Yours sincerely,

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

7.3 Tech Format 3 - Project Citations Summary & Details for Package A

Summary of Credentials

Sl. No.	Project Name	Client Name	Client Type	Role on the project	Project Value (in INR)	Project Components	Project Status (Completed/ Ongoing/ Withheld)	Documentary Evidence provided (Yes or No)

Table 15: Project Citations

The above format shall be supplemented with detailed project citations in the format provided below.

Detailed citation format

Name of the Project	
General Information	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
Work order / Purchase order / Contract for the project	
Client Certificate giving present status of the project	

Table 16: Format for project citation

7.4 Tech Format 4 - Approach & Methodology

1.	Understanding of scope and objectives (Max3 Pages) <i>(Do not repeat/copy from RfP, give your own understanding basis the TOR)</i>	<ul style="list-style-type: none"> • Explain short term and long term objectives • Users and Usage • Future potential • Task involved under the project • Phasing and coverage • Challenges envisaged and solution proposed • Stakeholders and role
2.	Fibre Commissioning Methodology (Max 10 Pages)	Use industry standard practices and acceptable protocols – Cite examples where delivered using similar approach and share the experience and outcomes.
3.	Testing and QA (Max 5 Pages)	<ul style="list-style-type: none"> • Identify KPIs to meet project objectives in terms of capacity, availability, QoS, performance, Service levels, manageability etc. • Explain how proposed methodology will record and present the test parameters. • Explain mechanism to deal with sub-optimal test results, as an exception, on identified KPIs. • Explain your QA methods to ensure adherence to Industry standards and acceptable performance benchmarks.
4.	Solution compliance to functional/technical requirements	List the functional/technical requirements and provide solution compliance in the format provided in this Tender. Bidders are required to OEM data sheets/brochures
5.	Scalability plan for 20 Years (Max 2 Pages)	<ul style="list-style-type: none"> • Projected user base and usage network • How easily and cost effectively the solution can scale up to meet increased demand resulting from new users/usage/services • Assurance of support and life of technology proposed
6.	Manageability of network, users, usage (Max 2 Pages)	Discuss the complexities involved in managing the user and usage in catering to dynamic and heterogeneous demand, how the proposed solution navigates this complexity. O&M approach post commissioning – How the proposed team and practices will manage the network and user demand seamlessly. Proactive measures to identify issues and provide solution to avoid the same.
7.	Assured Availability of Services (Max 2 Pages)	Explain portfolio of users and services envisaged. Outline levels of services expected now/future. How does the solution ensure availability of services to respective user segments? Discuss ease of solution in accepting new services and catering to higher service levels. Discuss possible failure scenarios and the ability of solution to overcome the scenario.
8.	Performance (Max 2 Pages)	How the solution assures desired QoS? What are the features that helps assure performance against the user demand? Robustness against high demand / load. Performance monitoring and optimization options available.
9.	Enhanceability of Features & Functions (Max 2 Pages)	How well/ easily the solution can be enhanced to add new features and technology in keeping with project objectives. How well/ easily the solution can be integrated with external systems to add new features and technology in keeping with project objectives.
10.	Project Management Approach (Max 3 Pages)	<ul style="list-style-type: none"> • Staffing • Equipment • Planning • Monitoring

		<ul style="list-style-type: none"> • Reporting • Decision Making • Governance <p>How to avoid cost and time overruns? How to overcome external dependencies?</p>						
11.	Risk Identified and Mitigation Proposed (Max 2 Pages)	<table border="1"> <thead> <tr> <th>Risk Identified</th> <th>Mitigation planned & proposed</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Risk Identified	Mitigation planned & proposed				
Risk Identified	Mitigation planned & proposed							
12.	Comments on the Term of Reference (Max 1 Page)	Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment						

Table 17: Approach & Methodology

7.5 Tech Format 5 - Work Plan and Staffing Plan

Work Plan

Please outline the plan for the implementation of the main activities/tasks of the project, their sub tasks and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative completion dates of the milestones. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final deliverables (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.

Organization and Staffing

Please describe the structure and composition of your team for different scope components, including the list of the Core team, Field team and relevant technical and administrative support staff.

7.5.1 Personnel required for project execution

SI shall independently estimate the teams and their size required to meet the requirements of project – both during the implementation period and to maintain Service Levels as specified as part of this tender. SI shall provide clear definition of the role and responsibility of each individual personnel. SI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. SI shall also provide the list of proposed Resources for the Project (onsite/offsite) for the entire contract period which shall be binding upon them. Any changes in resource deployment will have to be approved by the Authority.

The SI will increase the strength if it is required by the Authority to do so. SI shall be required to provide manpower meeting following requirements:

- SI shall assign a Project Director (from the higher management team of the SI's organization) to make commitments and decisions that are binding on the SI. Project Director shall be present for all Steering Committee meetings, monthly review meetings and any meeting chaired by the Secretaries of the concerned department.
- SI shall also deploy a Project Manager who shall be onsite full time throughout the contract period for regular co-ordination and monitoring of the project. The Authority will constitute a PMU to coordinate all the project activities on behalf of Authority. All correspondence and communications between the Authority and the SI shall be coordinated through the Project Manager and PMU.
- SI shall propose the Core team consisting of experts from different domains like – passive infrastructure, quality assurance, network/telecom, systems integration etc.
- SI shall deploy adequate number of parallel teams on ground for undertaking field activities such as survey, laying of fibre, setting up of PoPs, testing at field etc. to implement the network. As the timelines for commissioning entire network is 24 months, it is imperative to have parallel teams working in different milestones for timely completion of work and adherence to SLAs. Authority will expect the SI to submit separate work plans and staffing schedule by optimally dividing the entire scope. The work progress in each milestone shall be monitored against the respective work plans.
- Site Managers may be engaged by the SI to report to the Project Manager, in order to ensure that the correct information is communicated from the commencement of the project until the hand-over of the network to the client.
- SI may propose the personnel required to manage the NOC including Manager, technical specialists in the areas of Security, Network, Storage, EMS/NMS, Database, BMS, Physical infrastructure, etc, Helpdesk operators and Physical security
- SI shall work out the model to estimate the required field staff to maintain this state wide optical fibre network including active, passive elements and associated services like Internet and Intranet services. SI has to estimate the exact number of personnel to maintain the SLA requirement mentioned in this Tender. SI shall also work out the other resources required for maintenance of the network and get it pre-approved from Authority.
- Operational manpower shall work in shifts, with no person being made to see the feeds for more than 8 hours at a stretch.
- SI shall submit the CVs (with full details on qualification, experience) of the proposed manpower to be deployed for this project (both for implementation and O&M periods) along with their roles and responsibilities.
- System Integrator shall have to replace any person, if Authority finds not suitable for the job.
- SI shall prepare the detailed operational guideline document during implementation which shall specify detail responsibilities of these resources and their do's & don'ts

7.5.2 Work Schedule and planning

Sl. No.	Tasks	Months											TOTAL
		1	2	3	4	5	6	7	8	9	n	
T-1	Task 1												
	Sub task 1												
	Sub task 2												
	Sub task n												
T-2	Task 2												
	Sub task 1												
	Sub task n												
T-3	Task 3												
	Sub task 1												
	Sub task n												

Table 18: Work Schedule & planning

Note:

1. List the Tasks with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of goods/services/reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

7.5.3 Staffing Schedule

Enter man-month effort against each task mentioned in the work plan. No. of resources mentioned are minimum. Bidder shall do his own assessment of the manpower requirement and may

	Sl. No.	Resource	Onsite/Offsite	No of Resources	Resources inputs per person month per each task				Total input (in months)
					T1	T2	...	Tn	
Implementation Period	1								
	2								
	..								
	N								
O&M period	1								
	2								
	..								
	N								

Table 19: Staffing Schedule

7.6 Tech Format 6 – CV

1	Name of the Staff	
2	Current Designation in the Organization	
3	Proposed Role in the Project	
4	Proposed Responsibilities in the Project	
5	Date of Birth	
6	Education	<ul style="list-style-type: none"> •Degree / Diploma, College, University, Year of Passing •Degree / Diploma, College, University, Year of Passing
7	Summary of Key Training and Certifications	..
8	Countries of Work Experience	
9	Language Proficiency	Language
		Reading
		Writing
	Speaking	

10	Employment Record (For the total relevant experience)				
		From/ To:			
		Employer:			
		Position Held:			
		From/ To:			
		Employer:			
		Position Held:			
		From/ To:			
		Employer:			
Position Held:					
11	Total No. of Years of Work Experience				
12	Total No. of Years of Experience for the Role proposed				
13	Detailed Tasks Assigned on Experts {List all deliverables/tasks which the Expert will be involved)	<ul style="list-style-type: none"> • • 			
	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks :				
	Year:				
	Location:				
	Client:				
	Main project features :				
	Positions held:				
Activities performed:					
14	Contact Information	Email: Contact number:			

Table 20: Format for CV

Certification:

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I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Expert	Signature	Date
----------------	-----------	------

Name of the authorized signatory	Signature	Date
----------------------------------	-----------	------

7.7 Tech Format 7 – Summary & Detailed Sheets of Compliance to the Benchmarks/Minimum Specifications

Bidder is required to submit compliance to the required benchmark/ minimum specifications for various IT / Non-IT components. This compliance would be needed in two formats –

1. Summary table given below for all the items
2. Compliance tables for each of the line item against the benchmark specifications specified in the Tender (Volume II)
3. Bidder should refer Volume II of the Tender for details on the functional requirements of the system and the benchmark specifications for the items procured under this tender

1) Summary Table of the Compliance of Requirements

#	Component	Description	OEM	Make & Model	Page No. of Datasheet/ OEM Brochure/Manual attached	Compliance to Required Specifications? (Yes / No)
1.					
2.					
3.					

Table 21: Summary compliance table

2) Detailed compliance tables for each of the above mentioned line items against the benchmark specifications specified in the Tender (Volume II)

Name of the Equipment:

Make & Model:

#	Minimum Specification / Requirement mentioned in the Tender	Page No. of Datasheet/ OEM Brochure/Manual attached	Compliance (Yes / No)	Remarks (If compliance is No)
1.				
2.				
3.				

Table 22: Detailed compliance sheet

7.8 Tech Format 8 – Manufacturer Authorization Form from OEMs

[To Be Furnished on the Letterhead of the OEM]

To

Managing Director,
Kerala State Information Technology Infrastructure Ltd., TCNo.: 14/196/2, 3rd Floor,
Chandrasekharan Nair Stadium,
Palayam, Trivandrum- 695033

Subject: RfP for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network

Ref: Tender No: KSITIL/MD/KFON/18/1852 Dated: 14/06/2018

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured/ developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum five years from the date of commissioning

Yours faithfully,

For and on behalf of M/s _____ (Name of the manufacturer)

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

Note:

1. *This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer. The same would need to be submitted by the Bidder as a part of Technical Bid.*
2. *For Fibre & accessories, a performance warranty for 25 years shall be submitted.*

7.9 Tech Format 9 – Details of Cable Manufacturer/Supplier

[To Be Furnished on the Letterhead of the Cable Manufacturer]

The information furnished/ the replies to the questionnaire should be complete in all respects. In case the information or the reply is “NIL OR NOT APPLICABLE” etc., it should be mentioned accordingly.

Sl. No.	Question	Response
1.	Name of the Firm	
2.	Nationality of the Firm	
3.	Head Office Address, email-id, contact no.	
4.	Former name of the company(if any)	
5.	List of Branch offices	
6.	Type of Company (individual/partnership/incorporated company)	
7.	Year of establishment and place	
8.	Whether the firm is a. Member of a group of Companies. (If yes, give name, address connections and descriptions of the other companies) b. Subsidiary of a large organization	
9.	Are you a manufacturer/Supplier of the product	
10.	Guarantee offered for OPGW/ADSS/UG cable	
11.	Are you registered with any Government Dept./Public Sector Undertaking(if yes give details)	
12.	How many years has your organization been in business under the present business name?	
13.	Name & address of the affiliate, subsidiary partnership, joint venture and parent companies(include nature of the firm and present engagement)	
14.	Name of any international organization for which your firm has already been registered/prequalified	
15.	Indicate ISO certification, if any	
16.	What is the maximum value of supply that your firm can handle?	

Table 23: Details of Cable Manufacturer

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

7.10 Tech Format 10 - Statement of Deviation

[To Be Furnished on the Letterhead of the Lead Bidder]

“STATEMENT OF DEVIATIONS”

Name of Work:- RFP for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network

Ref: Tender No: **KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**

Bidders Name and Address:

To

Managing Director,
Kerala State Information Technology Infrastructure Ltd., TC No.: 14/196/2, 3rd Floor,
Chandrasekharan Nair Stadium,
Palayam, Trivandrum - 695033

Dear Sir,

Sub:-Deviations from bid conditions relating to Tender Ref: **Ref: KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**

In respect of whatever has been stated to the contrary anywhere else in our offer, only the following are the deviations and variations from the exception to the specifications and documents for the subject Tender Ref: **Ref: Tender No: KSITIL/MD/KFON/18/1852** Dated: **14/06/2018** these deviations and variations are exhaustive, except these deviations. The entire supply will be effected as per your bid specifications and documents. Further I/We agree that additional conditions, if any, found in the offer other than those stated below, except those pertaining to any rebates offered/reductions in cost to the Client shall not be given effect to. I/we also certify that the financial implication of these deviations if to be withdrawn has also been furnished.

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

7.10.1 Deviation to Technical Specification

Sl. No.	Complete description of deviation	Ref. Pages No. Clause & Part No. of Tender documents	Monetary implication of the condition in case of total withdrawal	
			INR in figures	INR in words

Table 24: Deviation to technical specification

Note:- Here, the bidder should indicate the amount of money, if any, which he would charge extra i.e., in addition to the rates quoted by him for withdrawal of his condition/deviation and accepting the condition as stipulated in bid documents. Full details as to how the monetary implication as above has been arrived at shall also be clearly stated.

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

7.10.2 Deviation to Commercial Conditions

Sl. No.	Complete description of deviation	Ref. Pages No. Clause & Part No. of Tender documents	Monetary implication of the condition in case of total withdrawal	
			INR in figures	INR in words

Table 25: Deviations to commercial condition

Note:- Here, the bidder should indicate the amount of money, if any, which he would charge extra i.e., in addition to the rates quoted by him for withdrawal of his condition/deviation and accepting the condition as stipulated in bid documents. Full details as to how the monetary implication as above has been arrived at shall also be clearly stated.

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

8 Commercial Bid Formats

8.1 General Instructions

- a. Bidder should provide all prices as per the prescribed format under this Chapter.
- b. All the prices are to be entered in Indian Rupees (INR) only
- c. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for. The prices quoted shall indicate all freight and Insurance charges, duties and taxes etc. which may become payable by the SI under existing or further laws or rules of the country of origin or supply during the course of execution of the contract. In the absence of specific stipulation to the contrary in the bids, it will be assumed that the prices quoted are inclusive of all such taxes, duties unloading charges etc. Extra claims therefore will not be accepted. The ruling rates of taxes/duties as applicable shall be stated in Bid. Increase in the rate of taxes/duties, outside the contractual delivery period will be to the suppliers' account. In case payment of customs/excise duty is to be borne by consignee the duty will be paid on unloaded invoices price only in the first instance and difference being paid when the bidder produces the final assessment orders later.
- d. Authority, reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- f. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, Authority, retains the right to negotiate this rate for future requirement
- g. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by Authority. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- h. For the purpose of evaluation of Commercial Bids, Authority shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- i. Authority also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to Authority
- j. No escalations of prices will be considered under any circumstances.

8.2 Commercial Bid Letter

[To Be Furnished on the Letterhead of the Lead Bidder]

To

Managing Director,
Kerala State Information Technology Infrastructure Ltd., TCNo.: 14/196/2, 3rd Floor,
Chandrasekharan Nair Stadium,
Palayam, Trivandrum- 695033

Subject: Request for Proposal for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network

Ref: Tender No: **KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**

We, the undersigned Bidder, having read and examined in detail all the Tender Documents in respect of Request for Proposal for Selection of an Agency for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network do hereby propose to provide services as specified in the Tender Documents number **KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender Documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Tender formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/ decrease from the scope of work under the contract.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidder. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Tender Documents. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security in the form prescribed in the Tender.

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We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no technical deviations are attached here with this Commercial Bid.

Thanking you,

Yours faithfully,

Signature:

Name & Title of the Signatory:

Name & Address of the Entity:

Place:

Date:

Seal:

8.3 BoQ for Package A **(to be filled in the excel provided)*

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
FIBER & ACCESSORIES									
A. OPGW Cable & Accessories									
1	48F DWSM OPGW fiber optic cable	Km	516						
2	Installation hardware set for the above 48F OPGW fiber optic cable including all cable fittings, accessories	Set	516						
3	Joint Box	Nos	259						
B Installation, Commissioning & Testing for OPGW Installation									
1	Survey of route, design and submission of drawing for approval and detailed list of materials required for the work and providing as built drawing after the execution of work.	Km	516						
2	Installation of 48 Fiber (DWSM) OPGW optic fiber cable on transmission tower, fixing of hardware set, cable fittings and accessories and installation of joint boxes and its terminations etc.	Km	516						
3	Splicing and installation of Joint Boxes	Set	259						
4	End to End testing of OPGW and approach cable and accessories	Km	516						
C. OF Cable & Accessories									
1	48F ADSS fiber optic cable with 100 Kmph	Km	14,886						
2	48F ADSS fiber optic cable with 150 Kmph	Km	10,097						
3	24F ADSS fiber optic cable	Km	10,250						
4	12F ADSS fiber optic cable	Km	7,409						
5	Anchoring / tensioning clamp assembly for the poles	No	639,630						
6	Suspension clamp assembly	No	426,420						
7	Adjustable Cable Storage Bracket	No	170,568						

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#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
8	Down Lead Clamps Assembly	No	170,568						
9	48F UG fiber optic cable	Km	600						
10	PLB HDPE pipe	Km	600						
11	RCC route indicators	No.	3,000						
12	Man holes	No.	300						
13	4F fiber optic drop cable	Km	6,088						
14	Anchoring / tensioning clamp assembly for the poles	No	91,320						
15	Suspension clamp assembly	No	60,880						
16	Adjustable Cable Storage Bracket	No	24,352						
17	Down Lead Clamps Assembly	No	24,352						
18	Anchoring bolt	No	30,438						
19	Street Box Type I - (Branch Joint Closure)	No.	29,241						
20	Street Box Type II - (FTB Type II)	No.	6,088						
21	FTB Type I at end office	No.	30,438						
22	1:4 optical splitter	No.	13,049						
23	1:8 optical splitter	No.	2,039						
24	Poles and accessories	No	5,000						
D. Installation, Commissioning & Testing for OFC & accessories									
1	Survey of route, design and submission of drawing for approval and detailed list of materials required for the work and providing as built drawing after the execution of work	Km	49,330						
2	Installation of 48FADSS optic fiber cable, fixing of hardware set, cable fittings, accessories, joint closures, FTB, splicing and terminations etc.	Km	24,983						

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#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
3	Installation of 24FADSS optic fiber cable, fixing of hardware set, cable fittings, accessories, joint closures, FTB, splicing and terminations etc.	Km	10,250						
4	Installation of 12FADSS optic fiber cable, fixing of hardware set, cable fittings, accessories, joint closures, FTB, splicing and terminations etc.	Km	7,409						
5	Excavation of trench for PLB laying, PLB laying, back filling, reinstatement and compaction, laying of 48 FUG optical fiber cable, its splicing and terminations etc. and all other allied activities	Km	600						
6	Installation of 4FADSS optic fiber cable, fixing of hardware set, cable fittings, accessories, joint closures, FTB, splicing and terminations etc.	Km	6,088						
7	End to End testing of total OFC and accessories	Km	49,330						
8	Installation of Poles and accessories	Nos	5,000						
Total CAPEX for Fibre & Accessories									
IT & NON – IT									
A. NOC-Non IT									
1	Civil works including site preparation and partitioning works, false flooring, false ceiling, floor strengthening, etc.	Site	1						
2	Electrical works including light fixtures, cabling, panels + Earthing etc.	Site	1						
3	250 KVA DG set with AMF Panel and required foundation and civil structure	No.	2						
4	Precision AC for server room	Lot.	1						
5	Comfort AC for NOC, UPS, BMS, Meeting, electrical rooms, etc.	Lot.	1						
6	80 kVA online UPS (with SNMP) with 30 minutes battery backup and battery enclosure for server farm area	No.	2						

Volume- I

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
7	30 kVA online UPS (with SNMP) with 30 minutes battery backup and battery enclosure for help desk and other areas	No.	2						
8	Access Control System (RFID + Biometric, smart cards) to manage NOC and all the PoP locations	Set	1						
9	High Sensitivity Smoke Detection System	Set	1						
10	Fire Detection System	Set	1						
11	Fire Suppression System	Set	1						
12	Indoor Dome Camera	Lot.	1						
13	Rodent Repellent System	Set	1						
14	Water Leak Detection System	Set	1						
15	Integrated Building Management Solution	Set	1						
16	42U Network Racks installed with redundant PDUs, Industrial sockets and accessories	No.	4						
17	42U Server Racks installed with redundant PDUs, Industrial sockets and accessories	No.	16						
18	LCD Projector	No.	1						
19	70" LED TV	No.	3						
20	Network Colour Laser Printer	No.	1						
21	Network MFP	No.	1						
22	Passive Items	Lot.	1						
23	Workstation Furniture and Fixtures including chairs	Set	20						
24	Conference Table (for 10 personnel) & Chairs	Set	1						
25	Public Addressable System	Set	1						
B. NOC – IT components									
1	IP MPLS Router	No.	2						
2	Internet router	No.	2						

Volume- I

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
3	URL Filtering Firewall	No.	2						
4	DC Firewall	No.	2						
5	DC Core Switch	No.	2						
6	Access Switch	No.	4						
7	Aggregation Switch	No.	2						
8	SAN storage(80 TB) for application & DB	Set	1						
9	Video storage (200 TB)	Set	1						
10	SAN Switch	No.	2						
11	Secondary Storage	Set	1						
12	Blade Chassis	Set	1						
13	Servers	Lot.	1						
14	OS licenses	Lot.	1						
15	DB licenses	Lot.	1						
16	Virtualization software license	Lot.	1						
17	Workstation computers	No.	5						
18	Desktop Computers	No.	15						
19	IP phones	No.	20						
20	IP PBX	No.	2						
21	Voice Router	No.	2						
22	Video Management Systembase license	Lot.	1						
23	Video Management Systemcamera license	No.	400						
24	Video wall display, Controller, Video wall Management Software & Accessories	Set	1						
25	Link load balancer	No.	2						
26	KVM switch (If Required)	No.	2						

Volume- I

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
27	Backup and archival solution	Lot.	1						
28	EMS solution for Network(for MPLS & DWDM) with NMS	Lot.	1						
29	EMS solution for GPON with NMS	Lot.	1						
30	BSS software including CRM, Enterprise & Partner billing module, and self-care portal	Lot.	1						
31	Anti-virus software	Lot.	1						
32	GIS software license	Lot.	1						
33	Fibre Monitoring System	Lot.	1						
34	Centralized Access Control systems software	Lot.	1						
35	Project Management Software	Lot.	1						
C. Core PoP									
1	Modular MPLS Router	No.	28						
2	24 port Access Switch	No.	14						
3	Desktop Computers	No.	14						
4	IP phones	No.	14						
5	High Density Fiber Distribution Frame	No.	14						
6	15 kVA UPS (with SNMP) with 30 minutes battery backup and battery enclosure	No.	28						
7	42U server racks installed with redundant PDUs, Industrial sockets and accessories	No.	28						
8	Split Air Conditioners 3 TR with timer	Nos	42						
9	Pre-fabricated Shelter	Set	14						
10	Indoor CCTV Dome Camera	No	14						
11	Indoor CAT 6 patch cord 10 mtr.	No.	28						

Volume- I

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
12	Access Control system with Biometric + Smart card Reader & Smart Card, Push button, Magnetic lock and accessories	Set	14						
13	Fibre monitoring unit with minimum of 4 ports and scalable to 8 ports	No.	14						
14	Spare Cable Box	No.	14						
15	Passive Cabling & Accessories	Lot.	14						
16	Site Preparation(partition for UPS, exhaust fan, painting, light & fans) and Electrical works including earthing	site	14						
D. Aggregation PoP									
1	Modular MPLS Router	No.	87						
2	24 port Access Switch	No.	87						
3	High Density Fiber Distribution Frame	No.	87						
4	5 kVA UPS (with SNMP) with 30 minutes battery backup and battery enclosure	No.	174						
5	42U server Racks installed with redundant PDUs, Industrial sockets and accessories	No.	87						
6	Split Air Conditioners – 2 TR with timer	Nos	174						
7	Pre-fabricated Shelter	Set	87						
8	Indoor CCTV Dome Camera	No	87						
9	Indoor CAT 6 patch cord 10 mtr.	No.	174						
10	Access Control system with Biometric + Smart card Reader & Smart Card, Push button, Magnetic lock and accessories	Set	87						
11	Spare Cable Box	No.	87						
12	Passive Cabling & Accessories	Lot.	87						

Volume- I

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
13	Site Preparation(partition for UPS, exhaust fan, painting, light & fans) and Electrical works including earthing	site	87						
E. Pre-Aggregation PoP									
1	IP MPLS Router	No.	194						
2	24 port Access Switch	No.	194						
3	High Density Fiber Distribution Frame	No.	194						
4	5 kVA UPS (with SNMP) with 30 minutes battery backup and battery enclosure	No.	388						
5	42U server Racks installed with redundant PDUs, Industrial sockets and accessories	No.	194						
6	Split Air Conditioners – 2 TR with timer	No.	388						
7	Pre-fabricated Shelter	Set	194						
8	Indoor CCTV Dome Camera	No.	194						
9	Indoor CAT 6 patch cord 10 mtr.	No.	388						
10	Access Control system with Biometric + Smart card Reader & Smart Card, Push button, Magnetic lock and accessories	Set	194						
11	Spare Cable Box	No.	194						
12	Passive Cabling & Accessories	Lot.	194						
13	Site Preparation(partition for UPS, exhaust fan, painting, light & fans) and Electrical works including earthing	site	194						
F. Spur PoP									
1	IP MPLS Router	No.	83						
2	24 port Access Switch	No.	83						
3	High Density Fiber Distribution Frame	No.	83						

Volume- I

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
4	3 kVA UPS (with SNMP) with 30 minutes battery backup and battery enclosure	No.	166						
5	42U server Racks installed with redundant PDUs, Industrial sockets and accessories	No.	83						
6	Split Air Conditioners – 2 TR with timer	No.	166						
7	Pre-fabricated Shelter	Set	83						
8	Indoor CCTV Dome Camera	No	166						
9	Indoor CAT 6 patch cord 10 mtr.	No.	83						
10	Access Control system with Biometric + Smart card Reader & Smart Card, Push button, Magnetic lock and accessories	Set	83						
11	Spare Cable Box	No.	83						
12	Passive Cabling & Accessories	Lot.	83						
13	Site Preparation(partition for UPS, exhaust fan, painting, light & fans) and Electrical works including earthing	site	83						
G OLT									
1	4 port GPON OLT (at PoP location)	No.	94						
2	8 port GPON OLT (at PoP location)	No.	284						
H. DWDM Solution									
1	DWDM Solution at NOC and all Core PoP locations	No.	14						
I. End Office									
1	300 VA UPS with 30 min Battery backup to be supplied along with the enclosure	No.	30,438						
2	2x5 way 10 amp PDU	No.	30,438						
3	9U Network Rack 19" with provision to mount the ONT	No.	30,438						
4	GPON ONT (at end office)	No.	30,438						
J. Installation, Commissioning & Testing									

Volume- I

#	Item	UoM	Total Qty	Unit price	Total price without tax	Tax rate	Tax Amount	Total price with tax	Total price in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
1	Installation, Commissioning & Testing of all IT/Non IT Components at NOC	Set	1						
2	Installation, Commissioning & Testing of all IT/Non IT Components at Core PoPs incl. OLT	Set	14						
3	Installation, Commissioning & Testing of all IT/Non IT Components at Aggregation PoPs incl. OLT	Set	87						
4	Installation, Commissioning & Testing of all IT/Non IT Components at Pre-Aggregation PoPs incl. OLT	Set	194						
5	Installation, Commissioning & Testing of all IT/Non IT Components at Spur PoPs incl. OLT	Set	83						
6	Installation, Commissioning & Testing of DWDM equipment at all Core PoPs & NOC	Set	1						
7	Installation, Commissioning & Testing of all IT/Non IT Components at end offices	Set	30,438						
K. Others									
1	Training	Lot.	1						
Total CAPEX for IT & Non- IT									
Total CAPEX									

Table 26: CAPEX for Package A

8.4 BoQ for Package B*(to be filled in the excel provided)

SL No	Items	UoM	Quantity	Unit Price	Total Price without tax	Tax Rate	Tax Amount	Total Amount	Total Amount in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
1	Supply of 48 Fibre (DWSM) OPGW optic fibre cable with 5Kms Spare and testing equipment as per Technical specification, at three System Operation Circles at Kannur, Kalamassery & Thiruvananthapuram.	Km	2900.49						
2	Supply of Hardware sets for 48 Fibre (DWSM)OPGW OFC including cable fittings and accessories and for the 5Kms OPGW Spare cable at three System Operation Circles at Kannur, Kalamassery & Thiruvananthapuram.	Km	2900.49						
3	Joint box four way for 48 fibre OPGW cable	No	800						
4	FODP (96 fibre) indoor type with FC-PC coupling and pig tails (5 mtr each)	No	100						
5	FODP (48 fibre) indoor type with FC-PC coupling and pig tails (5 mtr each)	No	160						
6	Non-Metallic armoured underground Optic Fibre approach cable, 48 Fibre, DWSM.	No	75						
7	PLB HDPE pipe O.D 40 mm including all accessories	No	75						
8	Survey of route, design and submission of drawing for approval and detailed list of materials required for the work and providing as built drawing after the execution of work.	Km	2900.49						
9	Installation of 48 Fibre (DWSM) OPGW optic fibre cable on 220kV & 110kV towers, fixing of hardware set, cable fittings and accessories and installation of joint boxes	Nos	2900.49						

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SL No	Items	UoM	Quantity	Unit Price	Total Price without tax	Tax Rate	Tax Amount	Total Amount	Total Amount in words
1	2	3	4	5	6 = (5) x (4)	7	8 = (6) x (7)	9 = (6) + (8)	10
	and its terminations etc. Pre-installation test (Drum test), Post installation test, splicing and Link test (End to End).								
10	Installation of non-metallic armoured underground optical fibre approach cable (UG OFC 48 fibre DWSM) at 220kV & 110kV Substations through existing cable trench by removing concrete slab, installation of HDPE pipe etc. Pre-installation test (Drum test), Post installation test, splicing and Link test (End to end) and placing back concrete slabs as good as in original condition.	Nos	75						
11	Installation, testing and commissioning of FODP 96 fibre and termination of OPGW & OF approach cable.	Nos	100						
12	Installation, testing and commissioning of FODP 48 fibre and termination of OPGW & OF approach cable.	Km	160						

Table 27: BoQ for Package B

8.5 Optional Items

Sl. No.	Item	Total Qty	UoM	GST in %	GST IN INR	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	Total Amount with tax in words
1	<add item 1>		No.					
2	<add item 2>		No.					
3	<add item ...n.>		No.					

Table 28: BoQ for optional items

Note: Optional items are not considered for Commercial evaluation. The above table shall be submitted as a separate document on the Company Letterhead of the Bidder/Lead Bidder and signed by the Authorized signatory. Document

format should be PDF and should be uploaded as part of Commercial Bid. In case there are no optional items to be quoted, Bidder may upload the PDF with the columns marked as “Not Applicable”.

8.6 O&M for both Packages **(to be filled in the excel provided)*

Sl. No.	Item	Total Qty	UoM	Total Unit Cost	Tax %	Total Tax Amount	Total Cost with Taxes
1	2	3	4	5 = (3) x (4)	6	7 = (5) x (6)	8 = (5) + (7)
1	OPEX per PoP						
1.1	Y1 (Cost per quarter)	1	No				
1.2	Y2 (Cost per quarter)	1	No				
1.3	Y3 (Cost per quarter)	1	No				
1.4	Y4 (Cost per quarter)	1	No				
1.5	Y5 (Cost per quarter)	1	No				
1.6	Y6 (Cost per quarter)	1	No				
1.7	Y7 (Cost per quarter)	1	No				
2	OPEX for per km of OPGW Cable						
2.1	Y1 (Cost per quarter)	1	Km				
2.2	Y2 (Cost per quarter)	1	Km				
2.3	Y3 (Cost per quarter)	1	Km				
2.4	Y4 (Cost per quarter)	1	Km				
2.5	Y5 (Cost per quarter)	1	Km				
2.6	Y6 (Cost per quarter)	1	Km				
2.7	Y7 (Cost per quarter)	1	Km				
3	OPEX for per km of ADSS						
3.1	Y1 (Cost per quarter)	1	Km				
3.2	Y2 (Cost per quarter)	1	Km				
3.3	Y3 (Cost per quarter)	1	Km				
3.4	Y4 (Cost per quarter)	1	Km				
3.5	Y5 (Cost per quarter)	1	Km				
3.6	Y6 (Cost per quarter)	1	Km				
3.7	Y7 (Cost per quarter)	1	Km				
4	OPEX for per km of drop Cable						
4.1	Y1 (Cost per quarter)	1	Km				
4.2	Y2 (Cost per quarter)	1	Km				
4.3	Y3 (Cost per quarter)	1	Km				
4.4	Y4 (Cost per quarter)	1	Km				
4.5	Y5 (Cost per quarter)	1	Km				
4.6	Y6 (Cost per quarter)	1	Km				
4.7	Y7 (Cost per quarter)	1	Km				
5	OPEX for per km of UG Cable						
5.1	Y1 (Cost per quarter)	1	Km				
5.2	Y2 (Cost per quarter)	1	Km				
5.3	Y3 (Cost per quarter)	1	Km				
5.4	Y4 (Cost per quarter)	1	Km				

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Sl. No.	Item	Total Qty	UoM	Total Unit Cost	Tax %	Total Tax Amount	Total Cost with Taxes
1	2	3	4	5 = (3) x (4)	6	7 = (5) x (6)	8 = (5) + (7)
5.5	Y5 (Cost per quarter)	1	Km				
5.6	Y6 (Cost per quarter)	1	Km				
5.7	Y7 (Cost per quarter)	1	Km				
6	OPEX per end institution						
6.1	Y1 (Cost per quarter)	1	No				
6.2	Y2 (Cost per quarter)	1	No				
6.3	Y3 (Cost per quarter)	1	No				
6.4	Y4 (Cost per quarter)	1	No				
6.5	Y5 (Cost per quarter)	1	No				
6.6	Y6 (Cost per quarter)	1	No				
6.7	Y7 (Cost per quarter)	1	No				
7	OPEX for NOC						
7.1	Y1 (Cost per quarter)	1	No				
7.2	Y2 (Cost per quarter)	1	No				
7.3	Y3 (Cost per quarter)	1	No				
7.4	Y4 (Cost per quarter)	1	No				
7.5	Y5 (Cost per quarter)	1	No				
7.6	Y6 (Cost per quarter)	1	No				
7.7	Y7 (Cost per quarter)	1	No				
8	AMC for active equipment under Package A						
8.1	Y6 (YEARLY COST)						
8.2	Y7 (YEARLY COST)						

Table 29: O&M charges

Note:-

1. OPEX will include the manpower cost and any support cost towards for any hardware, software, etc.

8.7 Price Bid Format

Sl.No.	Item	Value
1.	NPV	
2.	CAPEX of Package A	
3.	CAPEX of Package B	
4.	Total CAPEX	
5.	Year wise investment	
6.	C1	
7.	C2	
8.	C3	
9.	C4	
10.	C5	
11.	C6	
12.	C7	
13.	C8	
14.	C9	

Table 30: Price Bid Format

9 Format for Performance Bank Guarantee

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

From
Bank:

To
Managing Director
[Address]

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a contract No. _____ dated _____ (hereinafter referred to as the "said Contract") with M/s _____ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for ___ % of total contract value amounting to _____ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We _____ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect **3 months** beyond expiry of the warranty period as specified in the contract i.e. up to _____ (expiry date) [*or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract*]. In case of delay in fulfilment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.
7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

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8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,
For _____ Bank
(Authorized Signatory)

Place: _____
Date: _____ Seal of the Bank

Note:

1. *No substantial changes to the content of this format is allowed.*

10 Integrity Pact

INTEGRITY PACT

1. GENERAL

1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onday of the month..... 20..... between, the Kerala Fibre Optic Network Ltd. acting through its Managing Director (hereinafter called the "Authority", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by..... (Hereinafter called the "Bidder/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) as the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the Applicable Laws in the matter and the AUTHORITY is an agency of the Government, performing its function on behalf of the Government of Kerala.

2. OBJECTIVES

2.1. Enabling the AUTHORITY to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

3. COMMITMENTS OF THE TENDERING AUTHORITY

3.1. The AUTHORITY undertakes that no official of the AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the Bidding Process, bid evaluation, contracting or implementation process related to the contract.

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

3.3. All the officials of the AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the AUTHORITY or otherwise in procuring the Agreement or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the Agreement, shall disclose any payment he has made, is committed to or intends to make to officials of the AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Bidding Process, bid evaluation, contracting and implementation of the contract.

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit online through e-procurement portal

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

7. SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the AUTHORITY and the AUTHORITY shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

(vii) To debar the BIDDER from participating in future Bidding Processes of the Government of Kerala for a minimum period of five years, which may be further extended at the discretion of the AUTHORITY.

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

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the AUTHORITY with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the AUTHORITY, or alternatively, if any close relative of an officer of the AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any Applicable Law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AUTHORITY, and if he does so, the AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the AUTHORITY resulting from such rescission and the AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

9.1. The AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

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

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-Selected Bidder(s) with confidentiality.

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the AUTHORITY.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 8 years or the complete execution of the contract to the satisfaction of both the AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this

Integrity Pact

At.....on.....

KFON Ltd.

BIDDER

_____ [Signature]

_____ [Signature]

_____ [Name]

_____ [Name]

_____ [Designation]

_____ [Designation]

Witness

Witness

- 1.
- 2.

- 1.
- 2.

11 Draft Master Service Agreement (MSA)

(To be printed on Stamp Paper of appropriate value)

This Master Services AGREEMENT (hereinafter the “Agreement”) is made at _____, Thiruvananthapuram, Kerala, on this ____ day of _____, 2018,

BETWEEN

Kerala Fibre Optic Network Ltd., Thiruvananthapuram, Kerala hereinafter referred to as “Authority” (which expression unless repugnant to the context therein shall include its administrator and permitted assignees) of the FIRST PART;

AND

_____, a company registered under the Companies Act, 1956, having its registered office at _____, hereinafter referred to as “Systems Integrator” or “SI”, (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

[In case the work is awarded to a Consortium, then all parties to the Consortium shall execute this agreement and all terms shall apply to the consortium members mutatis mutandis. Further, the consortium members will be jointly and severally liable for all obligations undertaken this Agreement.]

And whereas Authority published the Tender to seek services of a reputed firm as a Systems Integrator for Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network.

And whereas M/s. _____ has submitted its proposal to Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network;

AND whereas Authority has selected M/s. _____ as Successful Bidder on the basis of the proposal submitted in response to the Tender and issued Letter of Intent dated _____ to the Successful Bidder who in turn signed and returned the acceptance of Letter of Intent.

And whereas Authority and M/s. _____ have decided to enter into this Agreement to govern their mutual rights and obligations with respect to provision of goods and services and implementation of the Project on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

1. Definitions

Terms and expressions used in this Agreement shall have the meanings set out herein below. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

- a. “Authority” means Kerala Fibre Optic Network Ltd. acting for and on behalf of the Government of Kerala and represented by the Managing Director, Kerala Fibre Optic Network Ltd.;

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- b. "Contract" or "Agreement" means this Master Services Agreement entered into between Authority and the Systems Integrator including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum/corrigenda, changes thereto;
- c. "Systems Integrator" means M/s. ----- interchangeably referred to as "SI" in the contract; and "Tender" or "RfP" means the Tender or RfP published by Managing Director, Kerala State IT Infrastructure Ltd., on behalf of Kerala Fibre Optic Network Ltd. (Tender No: **KSITIL/MD/KFON/18/1852** Dated: **14/06/2018**) and the subsequent Corrigenda / Clarifications issued.
- d. "Go Live" date means the day after the date on which the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of Authority and the Authority has issued a Go-Live certificate.
- e. "Deliverable" means goods, services, software, applications, feeds, analytics, information and all other products, infrastructure and services etc. to be delivered by the Systems Integrator in pursuance of the Agreement as defined more elaborately in the RfP and includes any action / output generated by the SI while discharging its contractual obligations.
- f. "Assets" refer to all the hardware / software / network or any other information technology infrastructure components/ data/ documentations / manuals / catalogues / brochures / Deliverables used for the Project and or any other facilities leased/owned/operated by the Systems Integrator or by the Authority, exclusively in terms of ensuring their usability for the delivery of the Deliverables/Services as per this Agreement;
- g. Control means the terms control as defined in section 2(27) of the Companies Act, 2013
- h. Effective Date shall have the same meaning ascribed to it in Clause 4;
- i. Force Majeure shall have the same meaning ascribed to it in Clause 20;
- j. Intellectual Property Rights means all copyright, patent, trademarks, trade secrets and all other intellectual property rights including all rights in written designs, rights in databases and bespoke software / pre-existing work including its up-gradation and compilation rights (whether or not any of these are registered and including application for registration);
- k. Parties means Authority and the Systems Integrator (and consortium members, if any) for the purposes of this Agreement and "Party" shall be interpreted accordingly;
- l. Performance Security means the performance bank guarantee provided by SI from any Scheduled Commercial Bank/Nationalized Bank in favour of the Authority.
- m. Timelines means the timelines for performance of scope of work as described in the Agreement and the RfP;
- n. Services means the services delivered or to be delivered by the Systems Integrator under this Agreement using the tangible and intangible assets created, procured, installed, managed and operated by the Systems Integrator including the tools of information and communications technology and includes but is not limited to the list of services specified in the RfP;
- o. Service Level means the level of service and other performance criteria which will apply to the Services delivered by the Systems Integrator and as described in the Agreement and the RfP;
- p. SLA means the Performance and Maintenance SLA mentioned in the Agreement and the RfP;
- q. Term shall have the same meaning ascribed to it in Clause 4;

- r. Goods means to include all hardware, equipment, instruments, machinery, material, electronic items, networking equipment, switches, routers, cables and other tangible goods/items etc., and includes their user manuals, technical manuals, operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related) and all its modifications, provided or to be provided by Systems Integrator to Authority under this Agreement;
- s. COTS means Commercial off-the-shelf product(s).
- t. Total Value of Project/Total Project Value means [_____] i.e. the amount quoted by the Systems Integrator (inclusive of taxes) in its commercial bid.
- u. 'Replacing Systems Integrator' shall mean any third party that the Authority or its nominated agencies appoint to replace the Systems Integrator upon expiry of the Term or earlier termination of this Agreement to undertake the Services or part thereof;

2. Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
- c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) unless otherwise specified, any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) references to times are to Indian Standard Time;
- h) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- i) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

3. Priority of documents

The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents; the documents shall have priority in the following order:

- i) this Agreement along with its schedules and annexures ;
- ii) Scope of Services for the Systems Integrator (hereby annexed as **Annexure I**)
- iii) Tender Document issued by the Authority together with the Clarification & Corrigendum Documents published by the Authority subsequent to the Tender for this work (hereby annexed as **Annexure II**)
- iv) LoI issued by the Authority to the Systems Integrator (hereby annexed as **Annexure III**); and
- v) System Integrator' "Technical Bid" and "Commercial Bid" submitted in response to the Tender (hereby annexed as **Annexure IV**).
- vi) Format of Change Control Notice (**Annexure V**)

4. Term of the Agreement

This Agreement shall come into effect on <***> 20---(insert the same date as 'T' in timelines) (hereinafter the 'Effective Date') and shall continue for a period of implementation time of 24 months and a period of 7 years post implementation ('Term').

In the event of implementation period getting extended beyond the above, for reasons not attributable to the Systems Integrator, Authority may at its sole discretion extend the term of the Agreement, on same terms and conditions. Authority also reserves the right to extend the Term for a period of two years, at its sole discretion, on same terms and conditions. Any extension beyond these two years shall be on mutually agreed terms and conditions.

5. Conditions Precedent

5.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights of Systems Integrator to receive payments, and obligation of Authority to make payments under this Agreement, shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, Authority may, at any time at its sole discretion, waive fully or partially any of the Conditions Precedent for the Systems Integrator.

5.2. Conditions Precedent for the Systems Integrator

- a) The Systems Integrator shall be required to fulfil the Conditions Precedent which are as follows:
 - i. to provide an unconditional, irrevocable and continuing Performance Security/Guarantee for an amount equal to 10% of the Total CAPEX value of the Project from any Nationalized / Scheduled Commercial bank in the format as provided in the RfP; and
 - ii. the Systems Integrator to provide Authority certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Systems Integrator.

6. Obligations of the Systems Integrator

6.1. Under the Agreement

In addition to the other obligations of the Systems Integrator stated in the Agreement elsewhere and in the RfP, the Systems Integrator shall:

- a) Maintain minimum spare inventory at all times adequate to meet the service level shall be maintained.

- b) Ensure the integration of fibre and equipment and the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to Authority of this Project in an efficient and speedy manner;
- c) Systems Integrator shall not use Authority's data to provide services for the benefit of any third party without prior permission of the Authority.

6.2. Under The Service Level Agreements (SLAs)

The Systems Integrator shall accomplish the scope of work under this Agreement as per the Timelines and as per the Service Level Agreements. If the Systems Integrator fails to achieve the Timelines due to reasons attributable to it, or if it fails to achieve the Service Levels (in the SLAs) for any reason whatsoever, the Systems Integrator shall be liable to pay penalty/liquidated damages as mentioned in the RfP. In case the Systems Integrator is not solely liable for the breach of Timelines, amount of liquidated damages shall be deducted on proportionate/ pro rata basis depending upon the Systems Integrator's extent of fault in such breach of Timelines. Authority shall have the right to determine such extent of fault and liquidated damages in consultation with Systems Integrator. Payment of liquidated damages shall not be the sole and exclusive remedies available to Authority and the Systems Integrator shall not be relieved from any obligations by virtue of payment of such liquidated damages. The liquidated damages will be capped as mentioned in RfP. If the liquidated damages cross the cap on liquidated damages mentioned in the RfP, Authority shall have the right to terminate the Agreement for breach and consequences for such termination as provided in this Agreement shall be applicable.

6.3. Change of Control

- i. In the event of a Change of Control of the Systems Integrator, the Systems Integrator shall promptly notify Authority of the same in the format set out as Annexure V of this Agreement.
- ii. In the event that the net worth of the surviving entity is less than that of the Systems Integrator prior to the Change of Control, the Authority may within 30 (thirty) days of becoming aware of such change in control, require a replacement of existing Performance Security (with same or higher value) furnished by the Systems Integrator from a guarantor acceptable to Authority (which may or may not be the Systems Integrator or any of its associated entities).
- iii. If such a guarantee is not furnished within 30 days of Authority requiring the replacement, Authority may exercise its right to terminate this Agreement within a further 30 (thirty) days by written notice, to become effective as specified in such notice.
- iv. Pursuant to termination, the consequences of termination as set out in this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Systems Integrator shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

6.4. Final testing and certification

Except as otherwise provided in the RfP, the Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the Parties as under:

- i. Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of implementation covering fibre, software, hardware and networking including the processes relating to the installation, commissioning, running of the equipment, design of systems and sub-systems, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RfP and this Agreement;
- ii. Final testing and certification criteria will consider conducting specific tests on the fibre, software, hardware, networking, security and all other aspects;

- iii. Final testing and certification criteria will establish appropriate processes for notifying the Systems Integrator of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Systems Integrator to take corrective action; etc. Final acceptance test criteria will also adhere to the requirements as detailed in the RfP.

7. Obligations of the Authority

Without prejudice to any other undertakings or obligations of Authority under this Agreement or Tender, Authority shall perform the following:

- a) To provide any reasonable support through personnel to test the system during the Term;

To provide any reasonable support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons, provided that any enhancement/changes etc. to the system shall always be subject to prior written approval of Authority;

- b) To authorize the Systems Integrator to interact for implementation of the Project with external entities to the extent deemed necessary by Authority.

8. Acceptance of Deliverables and Testing

8.1. Acceptance of Deliverables

The successful completion of the Project requires the acceptance by Authority of all Deliverables prepared and delivered pursuant to the Project, including the System. The acceptance procedure described in this Clause is in addition to, and not in derogation of, the acceptance procedure laid down in the RfP and the two are to be read harmoniously. Upon completion of a Deliverable, Systems Integrator will notify Authority in writing that the Deliverable has been completed and, in the case of Deliverables constituted of fibre, equipment and/or software (“Operational Deliverables”), tested and/or certified as being ready for acceptance (“Ready for Acceptance”) by Authority. Promptly after receiving such notice, Authority will evaluate the Deliverable for acceptance in accordance with this Clause 8 or specific provisions provided in the RfP. The acceptance process outlined below shall not be deemed to extend the Timelines / scheduled completion date for any Deliverable specified in the RfP.

8.2. Acceptance Procedure

Acceptance by Authority (“Acceptance”) requires that the Deliverables be confirmed in writing by Authority to meet applicable acceptance criteria (“Acceptance Criteria”) which, in the case of Operational Deliverables, will include the successful completion of agreed acceptance and performance testing and, in the case of the system as a whole, will include meeting the specifications, performance standards and functional requirements set out in the RfP. In the case of Deliverables that are component parts of the system, in addition to acceptance of the component Deliverables, the system will also be subject to Acceptance in its entirety. Systems Integrator shall prepare and propose the test procedures, which shall be described in the Acceptance Criteria for each Deliverable and shall be subject to agreement by Authority. While designing the acceptance test procedures the requirements as mentioned in the RfP need to be adhered. The Acceptance tests and test procedures shall be sufficiently broad in scope and rigorous so as to verify that the system and all other Deliverables meet all applicable specifications, acceptance criteria and performance requirements, including assurance that the Deliverables and the system meet such tests of operational integrity as may be reasonably required by Authority. In the case of the system, the Acceptance tests shall consist of unit tests and/or a system test. Acceptance procedures for written Deliverables (which are all Deliverables other than Operational Deliverables) and Operational Deliverables are as follows:

- (a) Written Deliverables:

- (i) The Systems Integrator may submit interim drafts of written Deliverables (e.g., system designs and documentation) to Authority for review. Authority agrees to review each interim draft within a reasonable period of time after receiving it from the Systems Integrator. When the Systems Integrator delivers a final written Deliverable to Authority, Authority will have the opportunity to

review such written Deliverable for an acceptance period of fifteen (15) working days or such other period as is stated in the RfP or the agreed Project Plan (the “Acceptance Period”). In all cases, Authority’s obligation to review a written Deliverable within the applicable Acceptance Period will be contingent on such written Deliverable being delivered to Authority as scheduled. If and to the extent any written Deliverable is delivered earlier or later than scheduled, the Acceptance Period for such written Deliverable shall be extended as reasonably necessary to accommodate the availability of Authority personnel responsible for reviewing such Deliverable. Similarly, if and to the extent multiple written Deliverables are delivered to Authority within an Acceptance Period, the Acceptance Period for all such written Deliverables shall be extended as reasonably necessary to accommodate the availability of Authority personnel responsible for reviewing them.

- (ii) Authority agrees to notify the Systems Integrator in writing by the end of the Acceptance Period either stating that the applicable written Deliverable is accepted/ rejected in the form delivered by the Systems Integrator or describing with reasonable particularity any deficiencies that must be corrected prior to acceptance of such written Deliverable. If the Systems Integrator does not receive any such notice from Authority by the end of the Acceptance Period, the Systems Integrator shall promptly notify Authority in writing that no such notice has been received. A acceptance shall not be unreasonably withheld by Authority.
- (iii) If Authority delivers to the Systems Integrator a timely notice of rejection/deficiencies, the Systems Integrator will correct the described deficiencies as quickly as possible and, in any event, within ten (10) days after Authority notifies the Systems Integrator of the rejection/deficiencies (unless otherwise specified in the agreed Project Plan). Upon receipt of a corrected written Deliverable from the System Integrator, Authority will have a period of fifteen (15) working days to review the corrected written Deliverable.

(b) Operational Deliverables:

- (i) To the extent not already specified in the RfP or agreed Project Plan, prior to the date on which the Systems Integrator is scheduled to deliver each Operational Deliverable to Authority, both the Systems Integrator and Authority will agree upon the testing procedures for the Operational Deliverable, including without limitation detailed test cases and expected results (the “Acceptance Tests”). The Acceptance Tests will be designed to determine whether the Operational Deliverable contains any defects. Authority will have the opportunity during the Acceptance Period to evaluate and test each Operational Deliverable in accordance with the following procedures by executing the Acceptance Tests.
- (ii) When the Systems Integrator has completed an Operational Deliverable, it will deliver the Operational Deliverable at the Installation Site (if not already there), install such Deliverable (if not already installed), and perform an installation test reasonably acceptable to Authority to verify that the Deliverable has been properly delivered and installed. The Systems Integrator shall notify Authority when the Operational Deliverable is ‘Ready for Acceptance’, provided that, unless otherwise agreed, such notice shall not occur prior to the successful completion by the Systems Integrator of any installation tests. Such notice will start the Acceptance Period, which will be fifteen (15) working days or such other period as is stated in the RfP or agreed Project Plan. As was the case with written Deliverables, Authority’s obligation to review any Operational Deliverable within the applicable Acceptance Period will be contingent on such Operational Deliverable being delivered to Authority as scheduled. If and to the extent any Operational Deliverable is delivered earlier or later than scheduled, the Acceptance Period for such Operational Deliverable shall be extended as reasonably necessary to accommodate the availability of the Authority personnel responsible for reviewing such Operational Deliverable. Similarly, if and to the extent multiple Operational Deliverables are delivered to Authority within an Acceptance Period, the Acceptance Period for all Operational Deliverables shall be extended as reasonably necessary to accommodate the availability of the Authority personnel responsible for reviewing them.

- (iii) Authority shall notify the Systems Integrator in writing by the end of the Acceptance Period stating that the Operational Deliverable is accepted/rejected in the form delivered by the Systems Integrator or describing the defects as provided in sub clause 8.2(b)(iv) below. If the Systems Integrator does not receive any notice of defects from Authority by the end of the Acceptance Period, the Systems Integrator shall promptly notify Authority in writing that no such notice was received.
- (iv) If Authority determines during the Acceptance Period that the Operational Deliverable as delivered by the Systems Integrator deviates from its approved specifications or otherwise fails to successfully complete applicable Acceptance Tests (or a defect), Authority will inform the Systems Integrator in writing, describing the defect(s) in sufficient detail to allow the Systems Integrator to recreate/rectify them. The Systems Integrator will correct any defects in an Operational Deliverable as quickly as possible after receiving Authority's notice of the defects and, in any event, within ten (10) days after receiving such notice (unless otherwise specified in the Project Plan/RfP), and provide the corrected Operational Deliverable to Authority for re-testing within such ten (10) day period.
- (v) Authority will have a reasonable additional period of time after receipt of the corrected Operational Deliverable to re-test it so as to confirm its proper functioning. The Systems Integrator will correct any further defects identified by Authority during the re-test as quickly as possible, but in no event more than ten (10) days after Authority notifies the Systems Integrator of the further defects, unless otherwise specified in the agreed Project Plan or RfP or agreed by Authority.

(c) Correction of Deficiencies in Deliverables

- (i) If the Systems Integrator is unable to correct all deficiencies preventing Acceptance of a Deliverable for which it is responsible after a reasonable number of repeated efforts (but not more than three (3), Authority may at its election:
 - allow the Systems Integrator to continue its efforts to make corrections; or
 - accept the Deliverable with its Deficiencies and deduct such proportionate amounts from the Systems Integrator's fees as deemed appropriate by Authority; or
 - terminate this Agreement for cause in accordance with the procedures set forth in Clause 28 (except that Authority is under no obligation to provide the Systems Integrator any further opportunity to cure) and recover its damages subject to the limitations set forth in this Agreement.

9. Schedule of Payment / Payment Terms

Total payment to the Systems Integrator for the execution of this Contract is INR ----- inclusive of all taxes, levies, fees, etc. Authority shall make the payment to the SI as per the schedule given in the Tender document

The quarterly payment shall be due at the end of every three months starting from the date of successful Go Live and shall be subject to strict adherence of the respective SLAs. If the Systems Integrator is liable for any penalty/liquidated damages as per the SLAs (refer to the clause no. 6 of this Agreement), the same shall be adjusted from quarterly payments due to the Systems Integrator.

The payment shall be inclusive of all taxes, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes / levies, the actual taxes / levies on the date of billing would prevail.

Authority will release the payment within 30 days of submission of valid, correct, undisputed invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of Authority. Authority shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI,

where Authority disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in Resolution of dispute.

Payments will be subject to deduction of taxes as per applicable laws. Payments shall be subject to deduction of liquidated damages as per the SLAs.

10. Scope Extension

Authority reserves the right to extend the scope of services for the price & timelines as provided in this Agreement. The SLAs applicable to this Agreement shall be liable for the additional items on mutual agreement.

10.1. Work Completion Timelines

The Services are to be completed in accordance with the agreed timelines. Delay in meeting the timelines shall attract levying of Liquidated Damages as provided in the RFP.

10.2. Service Level Agreement (SLA)

Authority is looking at a very professional approach in the Project implementation and its operations. Systems Integrator is expected to match these expectations of the service levels given in this Agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in Annexure II to this Agreement.

11. Use of Assets during the term

During the Term of the Agreement Systems Integrator shall

- a) take all reasonable & proper care of the Assets which includes the entire hardware & software, network or any other information technology infrastructure components, Deliverables used for the Project & other facilities leased/owned by the Systems Integrator (for itself or for Authority or on behalf of Authority) exclusively in terms of their usability for the delivery of the Deliverables/Services as per this Agreement.
- b) keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the Tender to meet the SLAs mentioned in the contract as on the date the Systems Integrator takes control of and/or first uses the Assets & during the entire term of the Agreement.
- c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the Systems integrator will be followed by the Systems Integrator & any person who will be responsible for the use of the Asset;
- d) take such steps as may be recommended by the manufacturer of the Assets & notified to the Systems Integrator or as may, in the reasonable opinion of the Systems Integrator, be necessary to use the Assets in a safe manner;
- e) provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- f) To the extent that the Assets are under the control of the System Integrator, keep the Assets suitably housed & in conformity with the Applicable Law from time to time applicable to them,
- g) Provide and facilitate access to Authority or its nominated agencies & any persons duly authorized by Authority to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- h) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to the Applicable Law;

- i) Use the Assets exclusively for the purpose of providing the Services as defined in the Agreement;
- j) Not to sell, offer for sales, assign, mortgage, encumbrance, pledge, sub-let or lent out any of the Assets. Systems Integrator agrees that Systems Integrator will inform Authority immediately if Systems Integrator feels or comes to know that a charge may be / has been created over any Asset(s). In the event a charge is created over any of the Assets / Goods which are owned by Authority, Authority shall have the right to get the charge removed at the risk, cost, expense of the Systems Integrator and Systems Integrator shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by Authority due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.
- k) Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
- l) At the end of implementation period, there shall be joint inspection by a team of Authority and Systems Integrator to assess the damages to the Assets, if any. If damage to the assets is found unacceptable to the Authority, then corresponding penalty/liquidated damages shall be recovered from SI from the fees payable.

12. Access To Authority To Certain Locations

For so long as the Systems Integrator provides services to Authority's location, on a non-permanent basis and to the extent necessary, Authority shall, subject to compliance by the Systems Integrator with any safety and security guidelines which may be provided by Authority and notified to the Systems Integrator in writing, provide the Systems Integrator with:

- a) reasonable access to the location from where services are to be performed, in the same manner as granted to the Authority's employees, as the case may be;
- b) subject to 11(a) above, reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other locations Authority, if any, as may be reasonably necessary for the Systems Integrator to perform its obligations hereunder.
- c) Access to locations, office equipment and services shall be made available to the Systems Integrator on an "as is, where is" basis by Authority. The Systems Integrator agrees to ensure that its employees, agents and SIs/sub-contractors shall not use the location, services and equipment referred to in RfP for the following purposes:
 - for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - in a manner which constitutes violation of any law or a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

13. Insurance Cover

13.1. Obligation to maintain insurance

- a) During the Term Systems Integrator must maintain standard forms of comprehensive insurance including public liability insurance, personal indemnity, product liability, workers compensation as required by law;
- b) The above insurance policies shall be for appropriate values so as to cover risks of Systems Integrator under this Agreement.
- c) Systems Integrator shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time;

- d) Insurance of Goods: The Systems Integrator shall take insurance for the Goods and system for the Term at its own cost and expense for appropriate value in consultation with Authority and shall apprise Authority of the premium paid and claims made under the insurances on every 6 monthly basis.

In the event of any failure by the Systems Integrator to comply with the insurance requirements set out in this Agreement, Authority may, without in any way compromising or waiving any right or remedy, at law or in equity, upon five (5) days' written notice to the Systems Integrator, purchase such insurance, at the Systems Integrator's expense, provided that Authority shall have no obligation to do so and if Authority shall do so, the Systems Integrator shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such reasonable costs incurred by Authority shall be promptly reimbursed by the Systems Integrator and/or may be withheld from any payment due to Systems Integrator. None of the requirements contained herein as to types, limits or Authority's approval of insurance coverage to be maintained by the Systems Integrator are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the Systems Integrator under this Agreement, or otherwise provided by law.

13.2. Certificates of currency

The Systems Integrator must, on request by the Authority, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause. The Systems Integrator agrees to replace any coverage prior to the date of expiry/cancellation.

13.3. Non-compliance

Authority or its nominated agencies may, at its election, terminate this Agreement upon the failure of the Systems Integrator, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve the Systems Integrator of its obligations under this Agreement.

14. Ownership and IPRs

14.1. Products and fixes

All COTS products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Such licenses shall be bought on behalf of and in the name of Authority or mentioning Authority as the end user of such licenses. The Systems Integrator would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Authority for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. All intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by Authority.

14.2. Bespoke development

Upon acceptance of any bespoke development as per this Agreement or RfP, the ownership of all IPR rights in any and all bespoke development done during the Term for implementation of the Project under this Agreement will lie with Authority. The Systems Integrator shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to Authority and Authority shall own all IPRs in them. All material related to such bespoke development shall be treated as confidential information by the Systems Integrator. This will also include any developments on COTS.

14.3. Deliverables and Pre-existing work of the Systems Integrator

The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training material) made during the Term for implementation of the Project under this Agreement will lie with Authority. Deliverables provided to Authority by Systems Integrator during the course of its performance under this Agreement, in which subject to the

foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between Systems Integrator and Authority, immediately upon creation, vest in Authority. To the extent that the Systems Integrator Proprietary Information is incorporated within the Deliverables, Systems Integrator and its employees engaged hereby grant to Authority a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Authority facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of Authority, of such Systems Integrator Proprietary Information, Authority rights pursuant to the preceding sentence include the right to disclose such Systems Integrator Proprietary Information to third party SIs solely for use on the Project provided that all such third party SIs execute, deliver and comply with any customary confidentiality and non-disclosure agreements reasonably required by Authority.

14.4. Third Party Products

If license agreements are necessary or appropriate between the Systems Integrator and third parties for purposes of enabling / enforcing/implementing the provisions hereinabove, the Systems Integrator shall enter into such agreements at its own sole cost, expense and risk.

The SI shall execute all such agreements/documents and assist the Authority in filing all relevant applications, effect transfers and obtain all permits and approvals that may be necessary to effectively transfer and conserve the Intellectual Property Rights of the Authority at the cost of the Authority

15. Transfer of risk and ownership in goods

- a) Subject to the terms of this Agreement, Systems Integrator shall sell, assign, convey, transfer and deliver to Authority, and Authority shall purchase, receive and accept from the Systems Integrator, all right, title and interest in and to the Goods required to be provided by the Systems Integrator as per the RfP. The Systems Integrator shall not make any substitute for the Goods of any other model, capacity, or manufacturer without the prior written consent of Authority which consent shall not be unreasonably delayed or withheld.
- b) The Systems Integrator shall arrange for delivery of the Goods to the delivery site identified by Authority (the "Delivery Site") as per the Timelines provided in the RfP unless otherwise notified by Authority. In addition to paying all transportation charges for the Goods, the Systems Integrator shall insure, and pay all insurance charges for the Goods.
- c) Title to and Ownership of the Goods designated as being purchased by Authority hereunder shall remain vested in Systems Integrator until written Acceptance and on Go Live of the Project by Authority under the terms hereof, at which time title to and ownership of such Goods shall transfer to the Authority. Upon transfer of ownership of the Goods to Authority, the Systems Integrator shall treat such Goods as Assets as detailed above in this Agreement. SI shall execute all such documents as may be necessary to give effect to such transfer of title and ownership at SI's own cost and expense.
- d) Notwithstanding the transfer of ownership of the Goods to Authority, the risk of loss in Goods shall remain with the Systems Integrator during the Term of the Agreement or till effective date of earlier termination of this Agreement.

16. Security and safety

- a) The Systems Integrator will comply with the directions issued from time to time by Implementation of Kerala Fibre Optic Network and Reliable Communication & Data Acquisition Network and follow the industry standards related to the security and safety (including those as specified by Authority from time to time) in so far as it applies to the provision of the Services.
- b) Systems Integrator shall also comply with the Authority's information technology security and standard policies in force from time to time as applicable.
- c) Systems Integrator shall use reasonable endeavours to report forthwith in writing to the Authority all identified attempts (whether successful or not) by unauthorised persons either to gain access to or interfere with Authority's data, facilities or Confidential Information.
- d) The Systems Integrator shall upon reasonable request by Authority or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

- e) As per the provisions of this Agreement, Systems Integrator shall promptly report in writing to each the Authority any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at Authority's facilities.

17. Indemnity

17.1. The Systems Integrator undertakes to indemnify and hold harmless and defend the Authority, Kerala State Electricity Board Limited (KSEBL) and Kerala State Information Technology Infrastructure Ltd. (KSITIL), at its expense and its officers, employees and agents promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Authority may become subject, in so far as such Losses arise out of, in any way relate to, or result from

- (i) claims by third Parties that any Deliverable (or the access, use or other rights thereto) or any equipment, software, information, methods of operation or other intellectual property used, created, submitted etc. by Systems Integrator or sub-contractors pursuant to this Agreement infringes any intellectual property right (including, without limitation, a copyright, patent, trade mark, trade name, trade design etc.) of any third party provided the Systems Integrator will not indemnify the Authority or KSEBL or KSITIL, if such claim is caused by (a) the Authority's misuse or modification of the Deliverables; (b) the Authority's failure to use corrections or enhancements made available by the System Integrator; (c) the Authority's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Systems Integrator or its sub-contractors. In addition to the foregoing indemnity obligations, if any of the Deliverables is or likely to be held to be infringing, the Systems Integrator shall at its expense and option either (i) procure the right for the Authority to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.
- (ii) any compensation / claim or proceeding by any third party against Authority or KSEBL or KSITIL arising out of any act, deed or omission by the Systems Integrator; or
- (iii) claim filed by a workman or employee engaged by the Systems Integrator for carrying out work related to this Agreement.

17.2. General Indemnity

Subject to Sub-clause 17.3 below, the Systems Integrator shall keep the Authority, indemnified from and against all losses, claims, damages, compensation, litigation etc. including attorney's fees and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Authority) attributable to the Indemnifying Party's performance or non-performance under this Agreement or Systems Integrator's negligence, wilful default, lack of due care or breach of terms of this Agreement.

17.3. Conditions for Indemnity

- a) Without prejudice to the rights of the Authority in respect of indemnification for any claim, the indemnities set out in Sub-clause 17.1 and 17.2 above shall be subject to the following conditions:
- (i) The Authority, as promptly as practicable, shall inform the Systems Integrator in writing upon receipt of any notice of claim or proceedings setting out in reasonable particulars, the details of such notice of claim;
 - (ii) Immediately upon receipt of notification of any claim from the Authority, the Systems Integrator within a period of 5 (five) days from date of receipt of such notice from the Authority, notify the Authority whether the Systems Integrator wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the Systems Integrator shall be entitled in consultation with the Authority, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Authority, to take such action as mutually agreed upon by Systems Integrator and the Authority to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 (thirty) days from the date of receipt of such claim notification;

- (iii) Notwithstanding anything contained herein, the Systems Integrator and the Authority agrees and covenant that a notice by the Authority to the Systems Integrator in relation to the claim as aforesaid shall amount to express acceptance and consent by the Systems Integrator to indemnify the Authority for all losses in relation to such claim. Upon notice by the System Integrator, the Authority shall reasonably co-operate with the Systems Integrator at the sole costs of the System Integrator, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Authority. The Authority shall have the right, at its option, to participate in the defence of such claim;
 - (iv) The Authority shall, at the cost and expenses of the Systems Integrator, give the Systems Integrator reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The Systems Integrator shall bear cost and expenses and fees of the Attorney on behalf of the Authority in the litigation, claim.
- b) If the Systems Integrator fails to take any action as per the above clause within the time period as specified therein, the Authority shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the Systems Integrator does not assume full control over the defence of a claim as provided in this Clause, the entire defence, negotiation or settlement of such claim by the Authority shall be deemed to have been consented to by, and shall be binding upon, Systems Integrator as fully as though the Systems Integrator alone had assumed the defence thereof and a judgement had been entered into by the Systems Integrator, for such claim in respect of the settlement or judgement.
 - c) All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Authority, which consent will not be unreasonably withheld & include an unconditional release to the Authority from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - d) In the event that the Systems Integrator is obligated to indemnify the Authority pursuant to this Article, the Systems Integrator will, upon payment of such indemnity in full, be subrogated to all rights & defences of the Authority with respect to the claims to which such indemnification relates;
 - e) In the event that the Systems Integrator is obligated to indemnify the Authority pursuant to this Article, the Authority will be entitled to invoke the Performance Security, if such indemnity is not paid, either in full or in part, & on the invocation of the Security, the Systems Integrator shall be subrogated to all rights & defences of the Authority with respect to the claims to which such indemnification relates.

18. Publicity

Except as required by law, Systems Integrator shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA without the explicit written permission of the Authority.

19. Representations

19.1. Representations of the Systems Integrator

The Systems Integrator warrants and represents to the Authority that:

- a) it is duly organized and validly existing under the laws of India and it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;

- d) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to Authority' normal business operations;
- e) This Agreement is executed by a duly authorized representative of the Systems Integrator and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- f) the information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this Agreement;
- g) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse effect on its ability to perform its obligations under this Agreement;
- k) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith.
- l) The Systems Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
- m) The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the Tender;
- n) Systems Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;

20. Warranty

20.1. General

The Systems Integrator represents, warrants and covenants that:

- a) the Systems Integrator is the lawful owner of the Goods (including those Goods and Deliverables that are to be transferred to Authority as per the RfP) and the lawful owner or licensee of the materials used in the performance of the Services and delivery of Deliverables,
- b) the bespoke development and such materials have been lawfully developed or acquired by the Systems Integrator, and
- c) the Systems Integrator has the right to sell the Goods to Authority and to grant Authority the rights to the bespoke development and such materials, including the rights of access to and use of the bespoke development, which it grants under this Agreement, without the consent of any other person or entity. The Systems Integrator represents warrants and covenants that during the Warranty Period it will promptly

provide Authority with any and all maintenance modifications, enhancements, and related documentation which the Systems Integrator or its OEM makes available to any other person or entity.

20.2. Warranty for Goods

- a) Systems Integrator warrants that the Goods supplied under the Agreement and all of its parts and components are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the Agreement.
- b) The Systems Integrator further warrants that the Goods supplied under this Agreement shall have no defects arising from design, materials or workmanship under normal use and that the Goods shall remain in good working order during the Warranty Period.
- c) The Systems Integrator shall provide a warranty as mentioned in this RfP (Warranty Period), for all the components, equipment, software and hardware manufactured, developed or supplied by it or any third party for the purpose of providing Services under "Service Level Agreement" as per the Agreement. The Systems Integrator shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire Warranty Period the Systems Integrator shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the Systems Integrator and as specified in the contract.
- d) That the Goods are and shall remain throughout the Warranty Period eligible for maintenance under the OEM's standard maintenance agreement.
- e) If the Systems Integrator uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
- f) The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs.
- g) That Systems Integrator shall acquire good and clear title on the Goods, free and clear of any and all charges and encumbrances and shall have right to uninterrupted use of such Goods;

20.3. Warranties for Software

- a) The Systems Integrator represents warrants and covenants that on the acceptance date and for the Warranty Period, the Software will be free of material programming errors and will operate and conform to the respective Software's Documentation including, inter alia, SRS (System Requirement Specification) and other manuals. The Systems Integrator also represents warrants and covenants that the medium on which the Software is contained when delivered to Authority will be free from defects in material or workmanship and shall be free from any viruses, bugs etc.
- b) The Systems Integrator represents warrants and covenants that the technical Documentation delivered to Authority for the system will be sufficient to allow a reasonably knowledgeable information technology professional to maintain and support such Software. The Systems Integrator represents warrants and covenants that the user Documentation for the System will accurately describe in terms understandable by a typical end user the functions and features of the System and the procedures for exercising such functions and features.

20.4. Warranty for Services

The Systems Integrator represents, warrants and covenants that all services under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under this Agreement. The Systems Integrator represents, warrants and covenants that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.

20.5. If during the Warranty Period of any component mentioned above, any of the warranties are found breached, the Systems Integrator shall promptly (but in no event more than 7(seven) days, in consultation and agreement with Authority, and at the Systems Integrator's sole cost repair, replace, or otherwise make good such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Any component that has been repaired or replaced by the Systems Integrator shall be delivered at the Authority's designated place without any additional costs to the Authority. Any component that has been replaced under this clause by the Systems Integrator shall remain the property of the Systems Integrator. The Systems Integrator shall use best efforts to ensure that such repair, replacement etc. shall be accomplished through a "hot" swap without any loss of production time or adverse impact on Authority's or System's operations. If the System cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Systems shall be extended by a period equal to the period during which the System or any of its components could not be used by Authority because of such defect and/or making good of such default, defect or deficiency. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to Authority in case of breach of any warranty and are also not the sole and exclusive obligations on the Systems Integrator in case of breach of any warranty.

Further, subject to the fulfilment of the obligations of the Systems Integrator as provided hereinabove, in the event that such warranties cannot be enforced by Authority, the Systems Integrator will enforce such warranties on behalf of Authority and pass on to Authority, the benefit of any other remedy received in relation to such warranties.

20.6. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Systems Integrator is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, Authority will have the option to invoke the Performance Security after serving a written notice of thirty (30) days on the Systems Integrator.

21. Force Majeure

21.1. The Systems Integrator shall not be liable for forfeiture of its Performance Security, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the System Integrator, not involving the System Integrator's fault or failure to perform its obligations under the Agreement or negligence and not foreseeable or an event which the Systems Integrator could not have prevented or reasonably overcome with the exercise of reasonable skill and care. Such events may include Acts of God & acts of Government of India in their sovereign capacity that directly and adversely affect the performance of services by the Systems Integrator under this Agreement.

21.2. For the Systems Integrator to take benefit of this clause it is a condition precedent that the Systems Integrator must notify the Authority, in writing of such conditions and the cause thereof within 2 (two) calendar days of the Force Majeure event arising. Authority, or the consultant / committee appointed by the Authority shall study the submission of the Systems Integrator and inform whether the situation can be qualified one of Force Majeure. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within 30 (thirty) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause. Unless otherwise directed by the Authority in writing, the Systems Integrator shall continue to perform its obligations under the

resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

21.3. Upon cessation of the situation which led the Systems Integrator claiming Force Majeure, the Systems Integrator shall within 2 (two) days thereof notify Authority in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

21.4. In the event of delay in performance attributable to the presence of a Force Majeure event, Authority reserves the right to extend the time for performance shall by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 (thirty) days, Authority and the Systems Integrator shall hold consultations with each other in an endeavour to find a solution to the problem to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. Systems Integrator at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable.

21.5. Notwithstanding anything to the contrary mentioned above, the decision of the Authority shall be final and binding on the System Integrator.

22. Resolution of Disputes

22.1. The Authority and the Systems Integrator shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 (thirty) days from the commencement of such informal negotiations, the Authority and the Systems Integrator are unable to resolve amicably such dispute, the matter will be referred to the Chief Secretary, Government of Kerala, and his / her opinion shall be taken.

22.2. If the Systems Integrator doesn't agree with the opinion of the Chief Secretary, Government of Kerala, the matter shall be referred to a panel of three Arbitrators: one Arbitrator to be nominated by Authority, the other one to be nominated by the Systems Integrator and a third arbitrator to be appointed by the two arbitrators jointly. The award of the majority of the Arbitrators shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Thiruvananthapuram. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

23. Risk Purchase Clause

In the event Systems Integrator fails to execute the Project as stipulated in the delivery schedule, or to the satisfaction of the Authority or fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Authority due to breach of any obligations of the Systems Integrator under this Agreement, Authority reserves the right to procure similar or equivalent services/Deliverables from the next eligible Bidder or from another alternate source at the risk, cost and responsibility of the System Integrator. Any incremental cost borne by the Authority in procuring such services/ Deliverables shall be borne by the System Integrator. Any such incremental cost incurred in the procurement of the such services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments /Security Deposit provided by the Systems Integrator under this Agreement and if the value of the services/Deliverables under risk purchase exceeds the amount of Security Deposit, the same may be recovered if necessary by due legal process. Before taking such a decision under this Clause, Authority shall serve a notice period of 1(one) month to the System Integrator.

24. Limitation of Liability towards Authority

24.1. The Systems Integrator's liability under the Agreement shall be determined as per the Applicable Law in force for the time being. The Systems Integrator shall be liable to the Authority for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Systems Integrator and its employees, including loss caused to Authority on account of defect in Goods or deficiency in Services on the part of Systems Integrator or its agents or any person / persons claiming through or under said Systems

Integrator. However, such liability of Systems Integrator shall not exceed 100% of the total value of the Agreement.

24.2. Except as otherwise provided herein, in no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, even if it has been advised of their possible existence.

24.3. This limitation of liability provided in Clause 24.1 and Clause 24.2 shall not limit the Systems Integrator's liability for the indemnity obligations of the Systems Integrator as agreed in this Agreement.

25. Data Ownership

All the data created as the part of the project shall be owned by Authority. The Systems Integrator shall take utmost care in maintaining security, confidentiality, integrity and backup of this data. Access to the data / systems shall be given by the Systems Integrator strictly only to the personnel working on the projects who have a need to know such data for accomplishing the Project and who are bound by obligations of confidentiality no less restrictive as provided in this Agreement and their names & contact details shall be shared with Authority in advance. Authority / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Systems Integrator to data / system security.

26. Conflict of Interest

26.1. A conflict of interest is any situation that might cause an impartial observer to reasonably question whether Systems Integrator actions are influenced by considerations of your firm's interest at the cost of Government.

26.2. The Systems Integrator shall disclose to the Authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Systems Integrator or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. However, the Systems Integrator shall hold Authority's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments

27. Fraud and Corruption

Authority requires that SI must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, Authority defines, for the purpose of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Authority in contract executions.
- b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract Authority, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive Authority of the benefits of free and open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the Authority in Volume II.
- d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for Government for termination of the contract and initiate black-listing of the SI.

28. Exit Management

28.1. Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6(six) months prior to the expiry of the Term of the Agreement or in case of termination of Agreement, on the effective date of termination of the Agreement. In

the case of termination of any part of the Agreement or Services, the provisions of this Clause shall, mutatis mutandis, apply to the part of Agreement or Services terminated. The exit management period ends on the date agreed upon by the Authority or Six months after the beginning of the exit management period, whichever is earlier.

28.2. Confidential Information, Security and Data

Systems Integrator will promptly on the commencement of the exit management period, supply to the Authority or its nominated agencies the following:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project including but not limited to documentation relating to sub-contractors;
- b) All current and updated Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Systems Integrator in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Authority and its nominated agencies, or its Replacing Systems Integrator to carry out due diligence in order to transition the provision of the Services to Authority, or its Replacing Systems Integrator (as the case may be).
- d) Before the expiry of the exit management period, the Systems Integrator shall deliver to the Authority or its nominated agency all new or up-dated materials from the categories set out above (or any other information and data requested by the Authority) and shall not retain any copies thereof, except that the Systems Integrator may be permitted to retain one copy of such materials for archival purposes only as approved by the Authority.
- e) On completion of the exit management period, the Systems Integrator shall delete all confidential information and data from the System Integrator's system and provide a certificate to the Authority stating the completion of deletion of all such data and information.

28.3. Employees

Promptly on reasonable request at any time during the exit management period, the Systems Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Authority a list of all employees (with job titles and communication address) of the System Integrator, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the System Integrator, Authority or Replacing Systems Integrator may make an offer of contract for services to such employee of the Systems Integrator and the Systems Integrator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Authority or any Replacing System Integrator.

28.4. Cooperation And Provision Of Information

- (i) During the exit management period:
 - a) The Systems Integrator will allow the Authority or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the Services to enable the Authority to assess the existing services being delivered;
 - b) The System Integrator, on reasonable request by the Authority, shall promptly provide access to and copies (hard and soft copies as deemed necessary by the Authority) of all information held or controlled by the Systems Integrator which it has prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the previous System Integrator, the Systems Integrator or sub-contractors appointed by the System Integrator). The Authority shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Systems Integrator shall permit the Authority and/or its nominated agencies to have reasonable access to the employees engaged for providing services and facilities as reasonably required by the Authority to understand the methods of delivery of the services employed by the Systems Integrator and to assist appropriate knowledge transfer.

- c) During the exit management period, the Replacing Systems Integrator shall submit periodic reports on the progress of the transition with the Authority and the System Integrator. The Systems Integrator shall ensure that any issues and gaps highlighted in such reports shall be resolved to the satisfaction of the Authority.

(ii) Transfer of Certain Agreements

On request by the Authority or its nominated agency the Systems Integrator shall effect such assignments, transfers, licences and sub-licences as the Authority may require in favour of the Authority or its nominated agencies or its Replacing Systems Integrator in relation to any equipment lease, maintenance or service provision agreement between the Systems Integrator and third party lessors, System Integrators, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Authority or its nominated agency or its Replacing System Integrator.

(iii) Rights of Access to Information

At any time during the exit management period, the Systems Integrator will be obliged to provide an access of information to Authority and / or any Replacing Systems Integrator in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the Project.

(iv) Rights of Access To Premises

- a) At any time during the exit management period, where Assets are located at the System Integrator's premises, the Systems Integrator will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Authority or its nominated agency and/or any Replacing Systems Integrator in order to make an inventory of the Assets.
- b) The Systems Integrator shall also give the Authority or its nominated agency or its nominated agencies, or any Replacing Systems Integrator right of reasonable access to the System Integrator's premises and shall procure the Authority or its nominated agency or its nominated agencies and any Replacing Systems Integrator rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to the Authority or its nominated agency, or a Replacing Systems Integrator.

(v) General Obligations Of The SI

- a) The Systems Integrator shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to the Authority or its nominated agency or its Replacing Systems Integrator and which the Systems Integrator has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any System Integrator, associated entity, or sub-contractor is deemed to be in the possession or control of the System Integrator.
- c) The Systems Integrator shall commit adequate resources to comply with its obligations under the Exit Management Schedule.

29. Termination of Contract

29.1. Events of Default by the Systems Integrator

- a) The failure of the Systems Integrator to perform any of the obligations or comply with any terms of this Agreement shall constitute an Event of Default on the part of the System Integrator. The events of default as mentioned above may include, inter-alia, the following:
- If the Systems Integrator fails to deliver any or all of the project requirements / operationalization / go-live of the project within the time frame specified in the contract; or

- If the Systems Integrator fails to perform any other obligation(s) under the Agreement fails to perform any instructions or directives issued by the Authority which it deems proper and necessary to execute the scope of work under the Agreement.
 - the Systems Integrator has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of the Systems Integrator to comply with any stipulations or standards as laid down by the Authority; or
 - the Systems Integrator or its team has failed to conform with any of the service specifications as set out in the RfP or this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by the Authority during the term of this Agreement and which the Authority deems proper and necessary for the execution of the scope of work under this Agreement;
 - the Systems Integrator has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RfP and this Agreement;
 - There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the System Integrator;
 - The Systems Integrator or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
 - The Systems Integrator has failed to comply with any terms and conditions of the this Agreement;
 - Undue delay in achieving the agreed timelines for delivering the services under this Agreement;
 - Quality of Deliverables and services consistently not being to the satisfaction of the Authority.
- b) The Authority shall have the right to terminate the contract in whole or in part at any time for its convenience by giving 30 days prior written notice. The notice of termination shall specify that termination is for the Authority's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- c) Where there has been an occurrence of such Event of Default, inter alia as stated above, Authority shall provide the Systems Integrator with a written notice of 30 (thirty) days setting out specific defaults / deviances / omissions and instructing the Systems Integrator to cure any breach/ default of the Contract, if Authority is of the view that the breach may be rectified
- d) Where despite the issuance of a default notice to the Systems Integrator by the Authority the Systems Integrator fails to remedy the default to the satisfaction of the Authority, the Authority may, where it deems fit, issue to the Systems Integrator another default notice or proceed to adopt such remedies as may be available to the Authority including but not limited to the remedies provided herein below.

29.2. Consequences for Events of Default

Where an Event of Default sub-contractors or remains uncured, the Authority shall be entitled to:

- a) Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the Systems Integrator shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the Systems Integrator under this Agreement. The Systems Integrator shall in addition take all available steps to minimize loss resulting from such event of default.
- b) Suspend all payments to the Systems Integrator under the Agreement by written notice of suspension to the Systems Integrator provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the Systems Integrator to remedy such failure within a specified period from the date of receipt of such notice of suspension by the System Integrator
- c) Where the Authority deems it necessary, it shall have the right to require replacement of any of the sub-contractors with another suitable sub-contractor. The sub-contractor/ Systems Integrator shall in such case terminate forthwith all their agreements/contracts, other arrangements with such sub-contractor and find out the suitable replacement for such outgoing sub-contractor with another sub-contractor to the satisfaction of the Authority, who shall execute such contracts with the Authority as the Authority may require. Failure on the part of the Systems Integrator to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and the Authority in addition to all other rights, have the right to claim damages and recover from the Systems Integrator all losses/ or other damages that may have resulted from such failure.
- d) Terminate this Agreement in full or in part.

- e) Retain such amounts from the payment due and payable by the Authority to the Systems Integrator as may be required to offset any losses caused to the Authority as a result of such event of default and the Systems Integrator shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority in this regard. Nothing herein shall effect the continued obligation of the sub-contractor / other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
- f) Invoke the Security Deposit and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the Systems Integrator may have resulted from such default and pursue such other rights and/or remedies that may be available to the Authority under law.

29.3. Termination for Breach

The Authority may, terminate this Agreement by giving the Systems Integrator a prior and written notice of up to 30 days indicating its intention to terminate the Agreement under the following circumstances:

- a) Where the Authority is of the opinion that there has been such Event of Default on the part of the Systems Integrator which would make it proper and necessary to terminate this Agreement and may include failure on the part of the Systems Integrator to respect any of its commitments with regard to any part of its obligations under its Proposal, the RfP or under this Agreement.
- b) Where it comes to the Authority's attention that the Systems Integrator (or the System Integrator's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of the Systems Integrator's Proposal, the RfP or this Agreement.
- c) Authority may terminate this Agreement due to reason specified in clause 6.3
- d) Authority may terminate the Agreement if it comes to knowledge of the Authority that the Systems Integrator or any of the System Integrator's personnel or the System Integrator's sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

29.4. Termination for Convenience

The Authority, may, by written notice of 60 (sixty) days sent to the Vendor, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Authority's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

29.5. Consequences of Termination

- a) In the event of termination of this contract, Authority is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance Authority and/or succeeding SI, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this Agreement.
- b) In the event that the termination of this Agreement is due to the expiry of the Term of this Agreement / a decision not to grant any (further) extension by the Authority, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the System Integrator, the Systems Integrator herein shall be obliged to provide all such assistance to the successor Systems Integrator or any other person as may be required and as the Authority may specify including training, where the successor(s) is a representative/personnel of the Authority to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. Without prejudice to the foregoing, upon termination (or upon expiry of the Term) of this Agreement, the Parties will comply with the Exit Management Schedule/ Plan.
- c) Where the termination of the Agreement is prior to its stipulated term on account of an Event of Default on the part of the Systems Integrator or due to the fact that the survival of the Systems Integrator as an independent corporate entity is threatened/has ceased, the Authority shall pay the Systems Integrator for that part of the Services which have been authorized by the Authority and satisfactorily performed by the Systems

Integrator up to the date of termination. Without prejudice any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to the Systems Integrator as may be required to offset any losses caused to the Authority as a result of any act/omissions of the System Integrator. In case of any loss or damage due to default on the part of the Systems Integrator in performing any of its obligations with regard to executing the scope of work under this Agreement, the Systems Integrator shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, the sub-contractor / other members of its team shall perform all its obligations and responsibilities under this Agreement in an identical manner as were being performed before the collapse of the Systems Integrator as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Authority and as may be proper and necessary to execute the scope of work under the Agreement in terms of the System Integrator's Proposal, the RfP and this Agreement.

- d) Nothing herein shall restrict the right of the Authority to invoke the Performance Security and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under law.
- e) Any and all payments under this clause shall be payable only after the Systems Integrator has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Authority. In case of expiry of the Agreement, the last due payment shall be payable to the Systems Integrator after the Systems Integrator has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Authority.
- f) All plans, drawings, specifications, designs, reports and other documents prepared by the SI in the execution of the Agreement shall become and remain the property of Authority and before termination or expiration of this Agreement the Systems Integrator shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to Authority. All rights, title, interest and ownership of all Goods and Deliverables provided by the SI to the Authority shall be deemed to be transferred to the Authority without any further action required for such transfer.

29.6. Termination of Agreement due to bankruptcy of the Systems Integrator

Where the Systems Integrator's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Systems Integrator, any failure by the Systems Integrator to pay any of its dues to its creditors, the institution of any winding up proceedings against the Systems Integrator or the happening of any such events that are adverse to the commercial viability of the Systems Integrator, the Authority shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Systems Integrator, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

29.7. Rights other than Termination

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that the Authority may have under this Agreement/RfP and are in addition to, and without prejudice to, other rights that the Authority may have under law and this Agreement.

30. AUDIT, ACCESS AND REPORTING

The Systems Integrator shall allow access to Authority or its nominated agencies to all information which is in the possession or control of the Systems Integrator or its sub-contractors, agents, suppliers etc. and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by Authority to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule I of this Agreement.

31. Miscellaneous

31.1. Confidentiality

- i. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any Authority data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party which is disclosed to or otherwise learned by the other Party or its consortium partners or sub-contractors (whether a Party to the contract or to the SLA) in the course of or in connection with the Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with the Agreement or to the SLA) or pursuant to the contract to be signed subsequently.
- ii. The Systems Integrator recognizes that during the Term of the Agreement, Confidential Information and sensitive data will be procured & made available to it, its sub-contractors & agents & others working for or under the System Integrator. Additionally, the Systems Integrator shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The Systems Integrator shall use the information only to execute the Project. Disclosure or usage of such data by any such recipient may constitute a breach of law applicable causing harm not only to the Authority whose data is used but also to its stakeholders. The function of Authority requires the System Integrator, its sub-contractors & agents to demonstrate utmost care, sensitivity & strict confidentiality. The Authority shall retain all rights to prevent, stop and if required take the necessary punitive action against the Systems Integrator regarding any forbidden disclosure. Any breach of this Clause will result in irreparable loss to the Authority and the Authority reserves the right to seek injunctive relief & damages from the System Integrator. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- iii. The Systems Integrator shall execute a corporate non-disclosure agreement with Authority in the format provided by the Authority and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the Authority with respect to this Project.
- iv. Systems Integrator agrees as to any Confidential Information disclosed by Authority (the "Discloser") to the Systems Integrator under this Agreement (the "Recipient")
 - a. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - b. not to disclose such Confidential Information to any person except who have a need to know such Confidential Information to carry out the Services under this Agreement and who are bound by obligations of confidentiality no less restrictive as provided in this Agreement;
 - c. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing;
 - d. Not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured;
 - e. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- v. The restrictions of this section shall not apply to confidential Information that:

- a. Is or becomes generally available to the public through no breach of this Article by the Recipient;
 - b. Was in the lawfully and demonstrably in Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder;
 - c. Is developed by the Recipient independently of any of discloser's Confidential Information;
 - d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction;
 - e. Is identified in writing by the Discloser as no longer proprietary or confidential;
 - f. Is required to be disclosed by law, regulation or Court Order, provided that the Recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure
- vi. To the extent that such disclosure is required for the purposes of this Agreement, Recipient may disclose Confidential Information to:
- a. Its employees, agents & independent SIs & to any of its affiliates & their respective independent SIs or employees in order to carry out the Services under this Agreement;
 - b. Its professional advisors & auditors, who require access for the purposes of this Agreement, whom the Recipient has informed of its obligations under this Clause & Recipient has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- vii. The provisions of this Clause shall survive the expiration or any earlier termination of this Agreement.
- viii. Confidential Information shall be & remain the property of the Discloser & nothing in this Clause shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement,
- ix. Subject as otherwise expressly provided in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this Agreement and the Recipient shall provide a signed declaration by its authorized representative in this regard confirming compliance with this Clause. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- x. Neither Party is restricted by the provisions of this Clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "Residuals"). This Clause shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.

31.2. Delegation of Authority

The Authority may delegate any office functions / authority to any other competent person or his subordinate official or supervision consultant as the Authority think appropriate for effective administration of the Agreement. However these delegations will not diminish the overall authority of the Authority. The Authority can review the delegations

so made at any time. The delegation of function/authority by the Authority shall be intimated to the Applicant in writing.

The SI shall designate and authorize a representative to deal with the Authority, Engineer and Engineer's Representative. The name of the Applicant's representative shall be notified by the Applicant to the Authority in writing.

31.3. Sub Contracts

Constitution of consortium

- i. For the purposes of fulfilment of its obligations as laid down under the Agreement, unless the context requires otherwise, SI shall be the sole point of interface between the Authority and the SI and the SI would be absolutely accountable for the performance of its own, the other members of Consortium and / or its Team's functions and obligations.
- ii. The Consortium Members agree that the SI shall be the prime point of contact between the Consortium Members and the Authority and shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the Authority, unless it deems necessary shall deal only with the SI.
- iii. SI shall not, except with the prior approval of the Authority, have any provision in the consortium agreement or make any amendments to the said consortium agreement which adversely affects the rights and/or obligations of SI and Consortium Members under this Agreement or any amendment which is contrary to the provisions of this Agreement.
- iv. The SI shall be liable for all obligations under this Agreement. The Lead Bidder shall ensure that at all times during the Term of this Agreement, Consortium Member and the Consortium Member's Team complies with all the terms and conditions of this Agreement.
- v. The SI and the Consortium Member shall be bound by all undertakings and representations made by their authorized representative and any covenants stipulated hereunder with respect to this Agreement, for and their behalf. The terms and conditions of this Agreement shall mutatis mutandis apply to all Consortium Members.
- vi. The SI shall not change any Consortium Member without the prior written approval of the Authority. The approval of the Authority may be subject to certain conditions in terms of credentials and qualifications of the new Consortium Member which the SI shall be liable to meet. The SI shall give a notice of at least 4 months in advance to the Authority if during the term of this Agreement the SI desires to terminate any contract/arrangement relating to the performance of Services hereunder with the Consortium Member. Where, during the term of this Agreement, the SI terminates any contract/arrangement or agreement relating to the performance of the Services hereunder with any Consortium Member (subject to approval by the Authority), the SI shall be liable for any consequences resulting from such termination. The SI shall in such case ensure the smooth continuation of Services by providing a suitable replacement subject to approval and to the satisfaction of the Authority at no additional charge and at the earliest opportunity.
- vii. All the personnel working on the Project and having access to the Servers / data should be on payroll of the Systems Integrator. Sub-contracting / out sourcing would be allowed only for work like
 - Passive Networking & Civil Work during implementation,
 - Viewing Manpower at NOC during post-implementation
 - Field staff during post-implementation

- viii. The Systems Integrator shall provide details of the sub-contractors for the work which is allowed as mentioned in the Clause. Use of personnel not on payroll of the Systems Integrator shall be considered as sub-contracting.
- ix. The Systems Integrator shall take prior approval from Authority for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by Authority. Such sub-contracting shall not relieve the Systems Integrator from any liability or obligation under the Agreement. The Systems Integrator shall solely responsible for the work carried out by subcontracting under the Agreement. It is clarified that the Systems Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors.
- x. Save as provided in Sub- Clause (iii) above, the Systems Integrator shall immediately upon execution of the contract(s) to be entered into with such sub-contractor provide a copy of the same (without commercials) to the Authority within 15(fifteen) days from the date of signing the Agreement and shall not review, amend, modify or terminate the terms of such contracts without the prior written consent of the Authority.
- xi. Prior to executing any contract or entering into any contract or understanding with a delegate/sub-contractor, the Systems Integrator shall ensure that each sub-contractor appointed by the Systems Integrator executes a Deed of Adherence, a performance Undertaking and non-disclosure agreements in the manner and form prescribed by the Authority. A copy of the detailed executed agreement with prices blanked shall be submitted to the Authority within 15 (fifteen) days from the date of signing the Agreement.
- xii. The Systems Integrator shall ensure that the sub-contractor appointed is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Agreement.
- xiii. Any change of the sub-contractor (s), after the arrangement is firmed up, will be made by the Systems Integrator only with the prior written approval of the Authority which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s), as proposed by the Systems Integrator in its bid.
- xiv. The Authority's decision shall notify the Systems Integrator within fourteen (14) working days of receipt of request for such change along with all necessary documents in support of the requested change provided, however, that request for change is received at least one (1) month prior to the schedule start of the relevant activity.
- xv. The Systems Integrator shall be responsible and shall ensure the proper execution and performance of the services or tasks so sub-contracted and shall be liable for any non-performance or breach by such sub-contractor. The Systems Integrator indemnifies and shall keep indemnified the Authority against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor. The Systems Integrator shall be responsible for making all payments to the sub-contractor as may be necessary, in respect of any work performed or task executed, and the Authority shall not be responsible for any part or full payment, which is due to such sub-contractor.
- xvi. All rights of use of any process, service or facility developed or any other task performed by the sub-contractor for the Systems Integrator for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with the Authority in perpetuity free from all liens, encumbrances and other third party rights and the Systems Integrator shall, wherever required take all steps that may be necessary to ensure the use of such rights by the Authority. Ownership and all rights of use of all deliverables / documents/ reports etc. supplied by the Systems Integrator and/or by authorized sub-contractor for the Systems Integrator for the purposes of this Agreement, under a subcontract/agreement would lie exclusively with the Authority in perpetuity free from all liens, encumbrances and other third party rights and the Systems Integrator shall, wherever required take all steps that may be necessary to ensure the ownership and use of such rights by the Authority. Authority shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed by the sub-contractor solely during execution of this Agreement. The Systems Integrator will provide the undertakings given by the sub-contractor within 30(thirty) days from the date of appointment of sub-contractor to disclose all such Intellectual Property Rights arising in performance of the Services to the

Authority and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Authority.

- xvii. Nothing in this Agreement or any delegation/subcontract agreement hereunder shall relieve the Systems Integrator from its liabilities or obligations under this Agreement to provide the Services in accordance with this Agreement.
- xviii. Where the Authority deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor and the Systems Integrator shall in such case terminate forthwith all agreements/contracts other arrangements with such delegate/ sub-contractor and find of the suitable replacement for such delegate/ sub-contractor to the satisfaction of the Authority at no additional charge. Failure on the part of the Systems Integrator to find a suitable replacement and/or terminate all agreements/contracts with such sub-contractor, shall amount to a breach of the terms hereof and the Authority in addition to all other rights, have the right to claim damages and recover from the Systems Integrator all losses/ or other damages that may have resulted from such failure. Further, in case the Systems Integrator terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the Systems Integrator shall ensure the smooth continuation of Services by providing forthwith, a suitable replacement which is acceptable to the Authority at no additional charge. In case of a replacement of the sub-contractor, the new sub-contractor shall meet the technical and financial qualifications
- xix. In the event of termination of this Agreement, the Authority reserves the right to require the continued performance or execution of all sub-contracts or contracts which the Systems Integrator had originally entered into with any delegate/ sub-contractor, irrespective of whether the Systems Integrator continues to perform its designated role. The above obligation of the delegate/sub-contractor shall be in accordance with the Deed of Adherence and Undertaking provided by the delegate/ sub-contractor to the System Integrator.

31.4. Care to be taken while working at Public Place

Systems Integrator should follow instructions issued by Authority or its nominated Agency from time to time for carrying out work at public places. Systems Integrator should ensure that there is no damage caused to any private or public property. In case such damage is caused, Systems Integrator shall immediately bring it to the notice of concerned organization and the Authority in writing and pay necessary charges towards fixing of the damage. Systems Integrator should also ensure that no traffic *congestion*/public inconvenience is caused while carrying out work at public places.

Systems Integrator shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

31.5. Compliance with Laws

The Systems Integrator shall provide the Services and carry out their obligations under the Agreement with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Systems Integrator shall always act as faithful advisors in respect of any matter relating to this Agreement. The Systems Integrator shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The Systems Integrator shall also conform to the standards laid down by Authority or Government of India as notified from time to time. The Systems Integrator shall pay fair and reasonable wages to the workmen employed by them, for carrying out the Services and providing the Deliverables under the Agreement undertaken by them and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970.

31.6. Independent SI

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or *employment relationship* or joint venture between the Parties to this Agreement. Except as expressly stated in this

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Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party

- i. To incur any expenses on behalf of the other Party,
- ii. To enter into any engagement or make any representation or warranty on behalf of the other Party,
- iii. To pledge the credit of or otherwise bind or oblige the other Party,
- iv. To commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

31.7. Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

31.8. Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

Managing Director,

Kerala Fibre Optic Network Ltd.

Systems Integrator:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

Either Party to this Agreement may change its address and contact details by giving the other reasonable prior written notice of the new information and its effective date.

31.9. Performance Security / Performance Security

- i. The Systems Integrator shall submit within 15 days from the receipt of Letter of Intent, performance security in the form of a bank guarantee which is unconditional & irrevocable equal to 10% of the Total CAPEX

value in the format prescribed in the Tender. The performance security shall be valid for the entire Term of the Agreement (including any extension) and 3 months thereafter. If the Performance Security is liquidated /encashed, in whole or in part, during the currency of the Performance Security, the Systems Integrator shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur.

- ii. The Performance Security shall be forfeited/ invoked by the Authority in the event of failure to complete obligations or breach of any of the obligations, warranties or representations by the System Integrator. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the Agreement in the matter, the proceeds of the Performance Security shall be payable to the Authority as compensation for any loss resulting from the System Integrator's failure to perform/comply its obligations under the Agreement. The Authority shall notify the Systems Integrator in writing of the exercise of its right to receive such compensation within 30(thirty) days, indicating the contractual obligation(s) for which the Systems Integrator is in default.
- iii. The Authority shall also be entitled to make recoveries from the System Integrator's bills, Performance security, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- iv. In case the Project is delayed beyond the Timelines, the Performance security shall be accordingly extended by the Systems Integrator till completion of scope of work as mentioned in the Agreement and the Tender.

31.10. Personnel/Employees

- i. Personnel/employees assigned by Systems Integrator to perform the services shall be employees of Systems Integrator or its sub-contractors, & under no circumstances will such personnel be considered as employees of Authority. Systems Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The Authority shall not be responsible for the above issues concerning to personnel of System Integrator.
- ii. Systems Integrator shall use its best efforts to ensure that sufficient Systems Integrator personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. Authority or its nominated agencies shall have the right to require the removal or replacement of any Systems Integrator personnel performing work under this Agreement. In the event that Authority requests that any Systems Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by Authority or its nominated agencies, within not later than 30 working days. Systems Integrator shall depute quality team for the project & as per requirements; Authority shall have the right to ask Systems Integrator to change the team.
- iii. Management (Regional Head / VP level officer) of Systems Integrator needs to be involved in the project monitoring & should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by Systems Integrator in the technical proposal, which are considered for Technical Bid evaluation, shall be construed as 'Key Personnel' & the Systems Integrator shall not remove such personnel without the prior written consent of Authority. For any changes to the proposed resources, Systems Integrator shall provide equivalent or more experienced resources in consultation with Authority.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of Systems Integrator freely to assign or reassign its employees; provided that Systems Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Authority shall

have the right to review & approve System Integrator's plan for any such knowledge transfer. Systems Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.

- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

31.11. Variations & Further Assurance

- i. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- ii. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

31.12. Severability & Waiver

- i. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7(seven) working days.
- ii. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

31.13. Entire Agreement

This Agreement, the SLAs & all schedules appended thereto & the contents & specifications of the Volumes I & II of the Tender, subsequent corrigenda issued thereon & clarification (undertakings) accepted by the Authority constitute the entire agreement between the Parties with respect to their subject matter.

31.14. Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

31.15. The stamp duty payable for the contract shall be borne by the Systems Integrator.

1. Applicable Law

The Agreement shall be governed by the laws and procedures prescribed by the laws prevailing and in force in India (the "Applicable Law"), within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Subject to Arbitration clause of this Agreement, all legal disputes are subject to the jurisdiction of Thiruvananthapuram courts only. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.

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IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered

By _____

_____ ,

For and on behalf of the “Kerala Fibre Optic Network Ltd”.

Signed, sealed and delivered

By _____

For and on behalf of the “Systems Integrator”,

Witnesses:

(1)

(2)

Attachments to the Agreement:

- i) Scope of Services for the Systems Integrator (Annexure I)
- ii) Tender Document issued by the Authority together with the Clarification & Corrigendum Document published by Authority subsequent to the Tender for this work (Annexure II)
- iii) LoI issued by the Authority to the Systems Integrator (Annexure III)
- iv) System Integrator’s “Technical Bid” and “Commercial Bid” submitted in response to the Tender (Annexure IV)
- v) Format of Change Control Notice (Annexure V)
- vi) Schedule for AUDIT, ACCESS AND REPORTING (Schedule 1)
- vii) Exit Management Schedule

Annexure V: FORMAT FOR CHANGE CONTROL NOTICE

CCN Number: <<Number>>
Change of Control Details:

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Before Change of Control	After Change of Control (Surviving Entity)
Legal Name of Entity:	Legal Name of Entity:
Registered Office Address:	Registered Office Address:
Date of Incorporation (as per Companies Act, 1956):	Date of Incorporation of Surviving Entity (as per Companies Act, 1956):
Annual Turnover (in INR) during last three Financial Years	Annual Turnover (in INR) during last three Financial Years
Entity Financial Net worth (measured as paid-up capital plus free reserves) (total assets minus total liabilities)	Entity Financial Net worth (measured as paid-up capital plus free reserves) (total assets minus total liabilities)
Name & Designation:	
Signature	
Name:	
Designation:	
Date:	

Note: All the information provided above should be supported by documentary evidences signed by concerned authorized signatories and the client may ask for any additional information as desired in case of occurrence of a Change of Control event.

SCHEDULE- I - AUDIT, ACCESS AND REPORTING**1. PURPOSE**

This Schedule details the audit, access and reporting rights and obligations of Authority and/or its nominated agency and the SYSTEMS INTEGRATOR and its sub-contractors, agents, supplier etc. This Schedule is in addition to, and in derogation of, the audit rights and process provided in the Tender.

2. AUDIT NOTICE AND TIMING

2.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits (Other than those mentioned as part of the mandatory requirements for successful delivery and acceptance of the System) during the Project Implementation Phase and the Operation and

Maintenance Phase. Such timetable during the Implementation Phase, and thereafter during the operation Phase, Authority shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Systems Integrator any further notice of carrying out such audits.

- 2.2 Authority may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the System Integrator, a security violation, or breach of confidentiality obligations by the System Integrator, provided that the requirement for such an audit is notified in writing to the Systems Integrator a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Systems Integrator considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Project Governance and Management section of RfP.
- 2.3 Except as provided in 2.2 above, audits shall be conducted by with adequate notice of 2 weeks to the System Integrator.

3. ACCESS

The Systems Integrator shall provide to Authority and/or its nominated agency reasonable access to employees, sub-contractors, suppliers, agents and third party facilities as detailed in the RfP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. Authority or its nominated agency shall have the right to copy and retain copies of any relevant records. The Systems Integrator shall make every reasonable effort to co-operate with them.

4. AUDIT RIGHTS

Authority and/or its nominated agency shall have the right to audit and inspect suppliers, agents, sub-contractors and third party facilities (as detailed in the RfP), data centre, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- a) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Authority and documentation related thereto;
- b) That the actual level of performance of the services is the same as specified in the SLA;
- c) That the Systems Integrator has complied with the relevant technical standards, and has adequate internal controls in place; and
- d) The compliance of the Systems Integrator with any other obligation under the Agreement.
- e) Unless otherwise provided in the RfP, Security audit and implementation audit of the systems shall be done once each year, the cost of which shall be borne by Authority.

For the avoidance of doubt the audit rights under this Schedule shall not include access to the Systems Integrator's profit margins or overheads, any confidential information relating to the System Integrator's employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the AGREEMENT.

5. AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

- 5.1 The Systems Integrator shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or

materials related to performance of obligations by Systems Integrator under this Agreement. The Systems Integrator shall inform Authority and/or its nominated agency prior to concluding supply/subcontract agreements of any failure to achieve the same rights of audit or access.

- 5.2 REPORTING: The Systems Integrator will provide quarterly reports to Authority and/or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by Authority or its nominated agency.

6. ACTION AND REVIEW

- 6.1 Any change or amendment to the systems and procedures of the System Integrator, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- 6.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to Authority or its nominated agency and the Systems Integrator Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of this Agreement.

7. TERMS OF PAYMENT

Except as otherwise provided in RfP, Authority shall bear the cost of any audits and inspections. The Systems Integrator shall bear all costs for all reasonable assistance and information provided under this Agreement, the Project Implementation, Operation and Maintenance SLA by the Systems Integrator OR pursuant to this Schedule.

8. RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Systems Integrator shall maintain true and accurate records in connection with the provision of the services and the Systems Integrator shall handover all the relevant records and documents upon the termination or expiry of this Agreement.