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AGREEMENT FOR CONSULTANCY SERVICES

This Agreement (hereinafter called the "Agreement") is made on the 1st of March, 2019

BY AND BETWEEN

Kerala State Information Technology Infrastructure Limited (KSITIL) on behalf of Kerala Fibre Optic Network Limited (KFON) having its registered office at TC 14/196/2, Chandrasekharan Nair Stadium, Palayam, Vikas Bhavan P.O., Thiruvananthapuram - 695 033 (hereinafter called "Client", which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office) of the First Part;

AND

M/s. PricewaterhouseCoopers Pvt. Ltd, a private limited company, incorporated under the Companies Act, 1956, having its registered office at Plot No. Y-14, Block-EP, Sector-5, Salt Lake, Kolkata-700091 (hereinafter called the "Consultant" or "PwC", which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its successors in interest and permitted assigns) of the Second Part;

Client and the Consultant are hereinafter collectively referred to as "Parties" and individually as a "Party".



Handwritten notes and signatures: 'No 71467', '1.3.2019', 'PRICEWATERHOUSE COOPERS', and a signature.

Handwritten signature and a stamp of Kiliyali Oor Mani Palayam Vendor, India Institute of Commerce Bldg, University P.O., Thiruvandrum-34.



WHEREAS

- a) Client issued Work Orders being No. KSITIL/MD/18/2084 dated 19/11/2018 AND No. KSITIL/MD/18/2138 dated 20/12/2018 (hereinafter "Work Order") for engaging the Consultant for certain consultancy service relating to technical and project management advisory support for KFON project implementation of Client on the basis of the Proposal submitted by the Consultant on 15 September 2018 (hereinafter "Proposal"). The work order is based on the empanelment of Consultant with National Informatics Centre Services Inc. (NICS) vide NIC's letter No. 10(31)/2015-NICS1.
- b) The Parties have agreed to enter into this Agreement to govern the way in which the Consultant shall provide the consultancy services to Client.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents which referred in this Agreement shall form an integral part of this Agreement:

- a) Work Order;
- b) Proposal;

2. PRECEDENCE OF DOCUMENTS

The documents forming integral part of the Agreement shall be read as mutually explanatory of each other. In case of any discrepancy or inconsistency between the provisions of any of the abovementioned documents, the documents shall have priority in the following order:

- (a) Terms and conditions mentioned in this Agreement;
- (b) Work order;
- (c) Proposal.

3. PROVISION OF SERVICES AND PAYMENT

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Agreement. In particular:

- (a) The Consultant shall provide Services to the Client in accordance with the scope of work specified in the Work Order, Schedule – A and Proposal.
- (b) In consideration of the services to be provided by the Consultant, the Client shall make payments to the Consultant in accordance with the provisions of the Agreement.



4. TERM OF AGREEMENT

This Agreement shall be effective retrospectively from 1st of December, 2018 (the "Effective Date") and unless terminated earlier, shall continue in force and effect for a period of 24 (twenty four) months from the Effective Date. The Term may be extended with mutual consent of Parties including the commercials.

5. LOCATION OF SERVICES AND DEPLOYMENT OF RESOURCES

- a) The Services shall be provided by PwC resources out of Client office located at Thiruvananthapuram. The time spent by the PwC resources in commuting between Client office and any stakeholder office/project site will be included as part of the time spent on the project.
- b) Client agrees that each of the full time deployed resources of the PwC team of consultants is entitled up to seven (7) working days of sick leave (SL)/casual leave (CL) from 1 January every year. SL/CL would be credited on a pro rata basis for those on-boarded during the year. Client also agrees not to deduct any payment to PwC upto the above mentioned number of days.
- c) Understanding of certain technologies might require specialized skill, which may be outside of the capabilities of the core team. Additional resources will have to be on boarded to cater to such requirements. However, such additions or replacements shall be discussed and finalised based on mutual agreement only
- d) PwC agrees to engage a Senior Person with suitable experience to provide guidance to Client Project Management on approach, and direction control.
- e) Client agrees to provide prior intimation of minimum thirty (30) days to PwC of its additional manpower requirements. Such intimation will also contain the expected skill requirements in the context of the project.

6. TERMINATION

- a) Either Party may terminate this Agreement by giving written notice to the other Party if (i) the other Party materially breaches the Agreement and does not remedy the breach within 30 (thirty) days of receipt of such written notice, or (ii) the other Party is or appears likely to be unable to pay its debts or become insolvent, or (iii) continuously cause breach of applicable law or regulation.
- b) Upon early termination of the Agreement, Client shall pay for all services performed by the Consultant up till the date of termination in accordance with the Payment Terms mentioned in Clause 12 of this Agreement.
- c) On approval by Client, a new appendix containing the changes to this Agreement shall be mutually signed and appended to this Agreement, which together with the existing Schedules, shall constitute the entire Agreement.

7. STANDARD OF PERFORMANCE

- (a) The Consultant shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.
- (b) The Consultant shall perform the services specified at Schedule – A, which is made an integral part of this Agreement ("the Services")



8. SCOPE CHANGE MANAGEMENT

This Agreement is based on the scope of work given in Schedule A. Any change in Scope of Work, and any non-fulfilment of Client's commitment to the Project which may result in:

- Enhancement to Geographical, Functional or Technical Scope of Work
- Postponement of the major milestones in Project Plan
- Increase in resources
- Any other matter to be mutually identified shall be subject to the following process :
 - o A Scope Change Request ("SCR") will be raised by either Client or PwC Project Manager accompanied by suitable supportings.
 - o PwC shall prepare a detailed estimate of man-month effort to be required together with an estimate of additional fees and likely impact on the Project Plan for each SCR
 - o Only on formal written approval by Client of the SCR together with cost and time estimates, PwC shall commence any work arising out of the SCR(s).

9. Suspension/Postponement of the Project Work

If during the continuation of the work or within three weeks before the planned start date of work, Client postpones or suspends the work, either directly or indirectly (i.e. by non-procurement of essential hardware or software, non-supply of data, non-availability of its core team members on regular and sustained basis), for more than one week, PwC will be entitled to recover the time cost of resources deployed by PwC to work on such module as per the rates mentioned in Clause 12. If the aggregate time of any such postponement, discontinuation, of any part of the project, attributable to Client exceeds two calendar months, Client and PwC will jointly review the situation to ascertain the feasibility of continuing the work on the remaining part of the Project and a decision will mutually be arrived at.

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

Subject to payment of professional fees as provided in Clause 12 of this Agreement, all plans, drawings, specifications, designs, reports, other documents and reports prepared by the Consultant for the Client under this Agreement shall become and remain the property of the Client. The Consultant may retain a copy of such documents, but, except as otherwise required under any law, shall not use anywhere, without taking permission, in writing, from Client and Client reserves right to grant or deny any such request. For the avoidance of doubt it is hereby clarified that (a) Consultant shall continue to retain ownership over its pre-existing intellectual property rights to the extent the same is incorporated into the deliverables; (b) Consultant shall continue to retain ownership over its draft deliverables/internal working papers; (c) subject to Consultant's confidentiality obligations under this Agreement, Consultant shall have the right to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Consultant shall provide Client with a non-exclusive and non-transferrable license to use such pre-existing intellectual property rights (to the extent incorporated in the reports and other artefacts) for Client's internal use only. Either Party agrees to use the other Party's confidential information solely in relation to the services and shall not disclose it except where required by applicable law or regulation or where required in relation to performance of services under this Agreement. However, Consultant may give confidential information to its relevant subcontractors, as long as they are bound by confidentiality obligations, for the purposes of (i) providing the services, (ii) internal, administrative (including storage, hosting, IT and other maintenance and support facilities), regulatory or compliance purposes; and (iii) quality and risk management reviews. PwC will remain solely liable to the Client for the acts of its sub-contractors. It is clarified that the confidentiality obligations under this Agreement will not apply to information which is already in the public domain or is available/collected/collated/developed by the Consultant independently of this Agreement.



11. OBLIGATIONS OF CLIENT

Client will support with input requirements and facilitate the Consultant for all the services being planned. In order for Consultant to advise Client properly, Client will make sure (i) any information given to Consultant by Client, or anyone else working with or for Client, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumption are appropriate. Client acknowledges that Consultant is under no obligation to verify the information given to Consultant relating to the services.

Furthermore at the request of the Consultant, and whenever required, Client shall provide the following to the Consultant to ensure seamless completion:

- (a) Dedicated formally created committee(s), as required, for meetings and decision-making.
- (b) Appropriate office space and infrastructure for the PwC deployed team.
- (c) Project Management support for performing the tasks including expediting the identified activities and meeting the timelines, review the work for approvals at intervals and provide necessary support.
- (d) Necessary support required for facilitation of meetings with project stakeholders.

12. PAYMENTS

- (a) In consideration of the services and deliverables provided by the Consultant under this Agreement, Client shall pay to the Consultant the consultancy fee ("Fees/Consultancy Fees") in such manner as is provided in this Clause.
- (b) PwC fees for the services provided under this Agreement shall be based on man month NICS rates as shown in the table below.

Experience of the Consultant	Man month rate (Excl. of taxes and out of pocket expenses)
Less than 3	216,000.00
3 years and < 6 years	270,000.00
6 years and < 10 years	302,400.00
10 years and < 15 years	334,800.00
15 years and above	388,800.00

Any rates quoted herein are valid until next revision of rates by NICS. Post the yearly revision, the revised rates would be applicable and used by PwC to bill to Client for services provided.

The fees mentioned in this Agreement and other amounts payable pursuant to this Agreement are exclusive of all applicable taxes including Goods and Service Tax (GST). Client shall pay GST as per the applicable rates.

- (c) PwC will raise invoices on a monthly basis for the resources deployed full-time and part-time for each month's time and expenses by the end of first week of next month. Payment of



invoices shall be made by Client within 30 days of receipt of invoices. In case of any non-payment or delay in receipt of payment beyond 30 days, PwC shall be entitled to charge Client with interest on all outstanding amounts at the prevailing commercial rate of interest. However, any inadvertent delay in raising the bill or omission in claiming for the services rendered by PwC, will not disqualify PwC for making claims for such consulting advice under subsequent bills to be raised by PwC.

(d) In addition to the professional services fees as provided above, Client will either make suitable arrangements on its own or fully reimburse PwC for its out-of-pocket expenses at actuals, including, without limitation, for the following items :

- i. In the event the consultants need to travel to any location (prior approval needed) from Base Location (Thiruvananthapuram), PwC would be entitled for an OPE reimbursement (which includes Lodging, Boarding and All Travel Expenses) from SPV/Department based on actuals. The expense limits will be pre-approved through mail.
- ii. Production (e.g. printing, binding) expenses for deliverables where more than two sets of deliverables are required by Client.

(e) The OPE, calculated on actual, for every month will be submitted along with the invoices for man-month deployment to Client. An invoice for OPE raised by PwC shall be paid by Client within 30 days' of receipt of the invoice. However, any event of inadvertent non-raising of OPE bill or omission in claiming a particular eligible expense item by PwC, will not disqualify PwC from making claim for such expenses under subsequent invoice(s) to be raised by PwC.

(f) Taxes: Client undertakes to submit all the necessary information and documents, including in particular, GSTIN of Client, Client Site, Billing Location, certificate of GST registration and such other documents that may be required by Consultant to adhere to statutory compliances as applicable under GST law. Consultant shall not be responsible for verification of GST registration number. Any tax liability arising consequent to non-compliance of law or due to furnishing of incorrect registration number shall be borne by the Client. In the event if Client fails to furnish GST registration number, the customer will be treated as "unregistered".

Client acknowledges and agrees that it would adhere to all the applicable GST compliances regulations including completion of any required compliance activities within the statutory timelines as may be prescribed from time to time by the Government of India. Client undertakes to intimate in case of any modifications of statutory compliance data submitted by the Consultant against services provided to the Client.

Client acknowledges and agrees that in the event any enquiry, scrutiny, audit, assessment or any other tax proceedings are initiated against PwC in respect to this assignment, Client shall fully support and co-operate with Consultant by furnishing the relevant information and documents related to the service provided by Consultant under this Agreement, on timely manner as may be required by PwC.

13. LIMITATION OF LIABILITY

The entire and collective liability of Consultant for all claims connected with this Agreement (including but not limited to negligence), whether in contract, tort, statute or otherwise, is limited to the professional fees paid for the services and deliverables provided under this Agreement. Consultant shall not be liable for any indirect or consequential losses of any nature whatsoever or for loss of corruption of data from Client's systems or for loss profits, goodwill, business opportunity, anticipated savings or benefits.



14. SETTLEMENT OF DISPUTES

(a) Amicable Settlement

If during the subsistence of the present agreement, Parties have differences or disputes on any matter directly or indirectly related to and/or connected with this Agreement, the same would be resolved by mutual consultations and for which purpose the Parties shall engage with each other.

(b) Arbitration:

In case the attempt to resolve differences and disputes does not result in amicable settlement within 21(twenty one) days of such reference then, either Party may as per its position initiate disputes redressal by means of arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1997. The arbitration shall be presided upon by a sole arbitrator to be appointed by the mutual consent of the Parties. The venue of such arbitration shall be in Kerala and the language of such arbitration proceedings and that of all documents and communications between the Parties shall be English. The decision of the arbitrator shall be final and binding on the Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by Client and the Consultant. However, the expenses incurred by each Party, in connection with the preparation, presentation of the documents shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for such award.

15. DESIGNATED CONTACT PERSONS FOR PARTIES TO THE AGREEMENT

All notices, communication under this agreement will be addressed to:

On Consultant side:

Mr. Sudeep Das
Director
PricewaterhouseCoopers Private Limited
The Millenia, Tower D, 1st Floor, Murphy Road, Ulsoor,
Bangalore – 560 008, Karnataka
e-mail: sudeep.das@pwc.com

On Client side:

Ms. Remya R. S.
Company Secretary
Kerala State Information Technology Infrastructure Limited
TC 14/196/2, Chandrasekharan Nair Stadium, Palayam,
Vikas Bhavan P.O., Thiruvananthapuram – 695 033, Kerala

e-mail: cs@ksitil.org



16. GOVERNING LAW AND JURISDICTION

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the state of India ("Applicable Law"). Subject to clause 14 above, the Courts of Kerala shall have exclusive jurisdiction.

17. MISCELLANEOUS PROVISIONS

- i. Any time lost due to unforeseen and unavoidable circumstances on which neither the Consultant nor the Client has any control, will not be attributable to either Party.
- ii. Neither Party may, nor shall have the power to assign or transfer this Agreement without the prior written consent of the other Party.
- iii. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.
- iv. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.
- v. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- vi. Any modification or variation of the terms and conditions of this Agreement, may only be made by written agreement between the Parties.
- vii. No Party will be liable to the other if it fails to meet its obligations under this Agreement due to matters beyond its reasonable control.
- viii. This Agreement forms the entire agreement between the Parties in relating to the Project. It replaces any earlier agreements representations or discussions.
- ix. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized signatories and representatives in their respective names as of the day and year first above written.

<p>SIGNED for and on behalf of Client</p> <p>By: <u>Jayashankar Prasad C</u></p> <p>Signature: <u>[Signature]</u></p> <p>Designation: <u>Managing Director</u></p> <p>Address: <u>3rd floor, C&N studios, Palayam</u></p> <p>Witness: <u>[Signature]</u></p> <p>Name: <u>Remya R.S.</u></p> <p>Place: <u>CS&FM, KSITIL, TVM</u></p> <p>Date: <u>01/03/2019</u></p>	<p>SIGNED for and on behalf of Consultant</p> <p>By: <u>SREERAM ANANTHASAYANAM</u></p> <p>Signature: <u>[Signature]</u></p> <p>Designation: <u>PARTNER</u></p> <p>Address: <u>RM2 MILLENNIA, ULSOOR, IBCR</u></p> <p>Witness: <u>[Signature]</u></p> <p>Name: <u>ANIE JACOB</u></p> <p>Place: <u>THIRUVANANTHAPURAM</u></p> <p>Date: <u>01.03.2019</u></p>
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Schedule A

Scope of Work/Deliverables:

1.0 Project definition

- 1.1 PwC has undertaken to provide consulting advice to Client on Project Management Support for implementation of Kerala Fibre Optic Network project

2.0 Scope of Work

- 2.1 The details of the Scope of work has been provided here under :-

- 2.1.1 Technical advisory support for project implementation
- 2.1.2 Review and assist in acceptance of SI project plan including resource scheduling and timelines.
- 2.1.3 Review of network design including NOC/PoP/OFC network submitted by SI.
- 2.1.4 Review of site survey reports, BoM, make/model, technical specifications based on survey reports, Installation reports, Acceptance Test reports and other delivery documents submitted by Implementation Agency & Project Monitoring Agency (PMA)
- 2.1.5 Ensure that the technology standards, guidelines & framework provided by DoT/ other relevant standardizing agencies are adhered to by the SI.
- 2.1.6 Assist Client in sign-offs w.r.t the milestones achieved by the Implementation Agency
- 2.1.7 Update the project management tool on behalf of Client
- 2.1.8 Review of bandwidth provisioning strategy of implementation agency considering factors such as minimum bandwidth requirement, QoS etc.
- 2.1.9 Monitoring of the network availability for the SLA's during the operating & maintenance period of the milestones along with periodic review
- 2.1.10 Procurement and bid management support during the contract period
- 2.1.11 Contract / SLA management for implementation agency on behalf of Client
- 2.1.12 Perform risk assessment to minimize/mitigate project risks, Issue tracking and resolution, risk identification and mitigation measures
- 2.1.13 Assist Client in payment processing for the implementation agency and PMA considering the penalties applicable, performance assessment of the network, change control requests, etc.
- 2.1.14 Coordinate with internal resources, third party agencies/vendors, and external stakeholders on behalf of Client
- 2.1.15 Coordinate meetings/workshops with relevant stakeholders at regular intervals and based on project specific needs
- 2.1.16 Track project progress, measure its performance, report and escalate to Client management as needed
- 2.1.17 Create and maintain comprehensive project documentation including designs, drawings, network connectivity diagrams, standard operating procedures, user manuals, etc. basis the documents/deliverables submitted by Implementation Agency/PMA
- 2.1.18 Manage change requests under the implementation
- 2.1.19 Support Client in submission of TRAI/TERM reports to respective departments, consultation on any regulatory guidelines



- 2.1.20 Validate the need for reassessing the set objectives, phasing of the implementation and its prioritization
- 2.1.21 Derive business case for the project and strategy for its implementation
- 2.1.22 Develop project organization structure to ensure smooth progress of the project and escalation of decision making

3.0 Consulting Advice

- 3.1.1 PwC shall provide consulting advice on the specific requests of Client. Wherever possible PwC shall submit a brief report in support of the consulting advice. However, it is agreed that not all consulting advice can be documented as those would be "hands-on" guidance to Client personnel.
- 3.1.2 The parties agree that timelines contained in this Agreement are important to achieve, but nonetheless represents an estimate and will likely be revised during the course of carrying out the services. However, PwC will use reasonable practical and diligent efforts to achieve the date or schedule.

4.0 General Exclusions to the scope of work includes the following:

- carry out an audit, attest or other assurance engagement in accordance with generally accepted auditing standards; Attempt to detect or accept responsibility for detecting fraud or misrepresentation;
- Provide any legal advice or opinion;
- Take all management functions, make all management decisions and retain all management responsibilities in connection with the services and Client's financial, tax and/or business matters
- Staff recruitment
- Data entry, data cleansing and data creation of any type

