



**Request for Proposal for the  
Selection of Managed Service Provider  
(MSP)  
for  
Kerala Fibre Optic Network**

Tender Ref No: KSITIL/KFON/2022-23/7184

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*Thiruvananthapuram- 695004*

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KFON

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KFON

# 1 Glossary of Terms

Abbreviation	Description
AMC	Annual Maintenance Contract.
ATL	Above the Line
AUTHORITY	Kerala State Information Technology Infrastructure Limited
BG	Bank Guarantee
BNG	Broadband Network Gateway
BoQ	Bill of Quantity
CAF	Customer Acquisition Form
CGNAT	Carrier Grade NAT
CPE	Customer premises equipment
CRM	Customer Relationship Management
DD	Demand Draft
DoT	Department of Telecommunication
DWDM	Dense wavelength division multiplexing
e-KYC	Electronic Know Your Customer
ELNP	Enterprise Last Mile Network Provider
EMD	Earnest Money Deposit
EoI	Expression of Interest
FTTH	Fibre to the Home
GoI	Government of India
GoK	Government of Kerala
GPON	Gigabit Passive Optical Network
GST	Goods and Services Tax
ILL	Internet Leased Line
IPDR	Internet Protocol Detail Record
IPTV	Internet Protocol television
ISP	Internet Service Provider
KFON	Kerala Fibre Optic Network
KIIFB	Kerala Infrastructure Investment Fund Board
KSEBL	Kerala State Electricity Board Limited
LCO	Local Cable Operator
LNP	Last mile network Provider
LoI	Letter of Intent
MAF	Manufacturer Authorization Form
MIS	Management Information System
MoU	Memorandum of Understanding

**RFP for the Selection of Managed Service Provider (MSP) for KFON**

MPLS	Multi - Protocol Label Switching
MSME	Ministry of Micro, Small and Medium Enterprises
MSO	Multi Service Operator
MSP	Managed Service Provider
NBFC	Non Banking Financial Companies
NDA	Non-Disclosure Agreement
NGFW	Next-Generation Firewall
NIT	Notice Inviting Tender
NMS	Network Monitoring System
NOC	Network Operation Center
O&M	Operations & Maintenance
OEM	Original Equipment Manufacturer
OFC	Optical Fibre Cable
OSS	Operational Support System
OTC	Over-the-counter
OTT	Over-the-top communication services
PAN	Permanent Account Number
PBH	Primary Business Hour
PO	Purchase Order
POE	Power Over Ethernet
PoP	Point of Presence
QoS	Quality of Service
RfP	Request for Proposal
RoW	Right of Way
SI	System Integrator
SLA	Service Level Agreement
SME	Small and Medium-Sized Enterprises
SPOC	Single Point of Contact
TAT	Turn Around Time
TRAI	Telecom Regulatory Authority of India
TSP	Telecom Service Provider
TT	Trouble Ticket
VPN	Virtual private network

*Table 1 – Glossary of Terms*



## 2 Definitions

#	Term	Definition
1.	<b>Agreement/ Contract</b>	The Agreement entered between Authority and the Successful Bidder including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum / corrigenda, changes thereto
2.	<b>Client/ Authority</b>	Kerala State Information Technology Infrastructure Limited, represented by its Managing Director
3.	<b>Bidder</b>	The use of the term "Bidder" in the Tender means the agency participating in this tender.
4.	<b>Bid/ Proposal</b>	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.	<b>Breach</b>	A breach by Bidder of any of its obligations under this Agreement
6.	<b>Confidential Information</b>	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, budget 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.	<b>Control</b>	Control means the term "Control" as defined in section 2(27) of the Companies Act, 2013
8.	<b>Deliverables of the Agencies</b>	Products, infrastructure, and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RfP and includes all related documents like manuals inter alia payment and/or process related etc., source code and all its modifications

9.	<b>Intellectual Property Rights</b>	All rights in written designs and copyrights, trademarks, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradationsystems and compilation rights (whether or not any of these are registered and including application for registration)
10.	<b>Month/Week</b>	The Month shall mean calendar month & Week shall mean calendar week
11.	<b>MSP</b>	Managed Service Provider
12.	<b>Parties</b>	Shall mean Authority and Bidder for the purposes of this Agreement and “ <i>Party</i> ” shallbe interpreted accordingly
13.	<b>Performance Security</b>	Unconditional guarantee provided by the Bidder from a Scheduled CommercialBank/Nationalized Bank in favor of the Authority.
14.	<b>Project Implementation</b>	Project Implementation as per the quality and testing standards and acceptance criteriaprescribed by the Authority or its nominated agencies.
15.	<b>Request for Proposal/ Tender Document</b>	Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and implement.
16.	<b>Service Level</b>	The level of service and other performance criteria which will apply to the Servicesdelivered by the Bidder, executed as part of the Service Agreement.
17.	<b>Network System</b>	Network System shall mean the network infrastructure of the Kerala Fibre OpticNetwork.
18.	<b>Successful Bidder</b>	The Bidder who is qualified & successful in the bidding process and awarded the Contract and will be referred to as Managed Service Provider (MSP).
19.	<b>Subscriber</b>	Any individual or Corporate/Government Institution who is onboarded to KFON network to avail any of the KFON Services

Table 2: Definitions

### 3 Bidding Data Sheet

Notice Inviting Tender		
1.	<b>Name of the Tender Inviting Authority</b>	Kerala State Information Technology Infrastructure Limited
2.	<b>Officer Tender Inviting Authority</b>	Managing Director, Kerala State Information Technology Infrastructure Limited
3.	<b>Name of the Tender</b>	<b>Selection of the Managed Service Provider (MSP) for Kerala Fibre Optic Network</b>
4.	<b>Tender Reference Number</b>	KSITIL/KFON/2022-23/7184
5.	<b>Tender Type</b>	Open Tender
6.	<b>Tender Category</b>	Services
7.	<b>Publication of Tender Document</b>	e-Procurement Portal of Govt of Kerala
8.	<b>Contact Person</b>	Company Secretary, Kerala State Information Technology Infrastructure Limited
9.	<b>Address</b>	Kerala State Information Technology Infrastructure Ltd., First Floor, Saankethika, PF Road, Pattom palace P.O, Thiruvananthapuram - 695004
10.	<b>Contact No.</b>	0471-4068006; 2969640
11.	<b>E-Mail ID, for any clarifications</b>	<a href="mailto:pmo@ksitil.org">pmo@ksitil.org</a>
12.	<b>Time &amp; last date to submit clarifications</b>	17:00 hrs. ; 30.01.2023
13.	<b>Pre-bid Meeting</b>	Time: 11:00 AM; Date: 03.02.2023
14.	<b>Pre-Bid Meeting Venue</b>	Kerala State Information Technology Infrastructure Ltd., First Floor, Saankethika, PF Road, Pattom palace P.O, Thiruvananthapuram - 695004
15.	<b>Procedure for Bid Submission</b>	Submission through e-Procurement Portal of Govt of Kerala
16.	<b>Start Date of Submission of Bids</b>	06.02.2023
17.	<b>Last Date of Submission of Bids</b>	15:00 hrs. 14.02.2023
17.	<b>Opening of Technical Bids</b>	15:30 hrs. 15.02.2023
18.	<b>Technical Presentation of Bidders</b>	Will be communicated
19.	<b>Bid System</b>	1. Technical bid

		2. Commercial Bid
20.	<b>Tender Fee (Non-Refundable)</b>	Rs. 10,000.00 + GST@18% = Rs.11,800/- (Rupees Eleven Thousand and Eight Hundred only)
21.	<b>EMD (Refundable)</b>	Rs. 5,00,000.00 (Rupees Five Lakh Only) in the form of Bank Guarantee from Nationalized/Scheduled bank/Kerala Financial Corporation
22.	<b>Validity of the Bid</b>	120 days.
23.	<b>Contract period</b>	5 years (extendable to 2 years based on the performance)
24.	<b>Performance Security (PS)</b>	The successful TENDERER shall deposit performance guarantee an amount equal to 50 lakhs in the form of Bank Guarantee from Nationalized/Scheduled bank/Kerala Financial Corporation within 15 days of award of the work.
		Performance Security must be furnished within 15 days from the date of receipt of notification of award (Letter of Intent)
25.	<b>Performance Security validity period</b>	3 months beyond expiry of contract period
26.	<b>Period of Signing the Contract</b>	Within 15 days from the date of receipt of notification of award (Letter of Intent)
27.	<b>Terms &amp; Conditions</b>	As per the Tender document

Table 3: Bidding Data Sheet

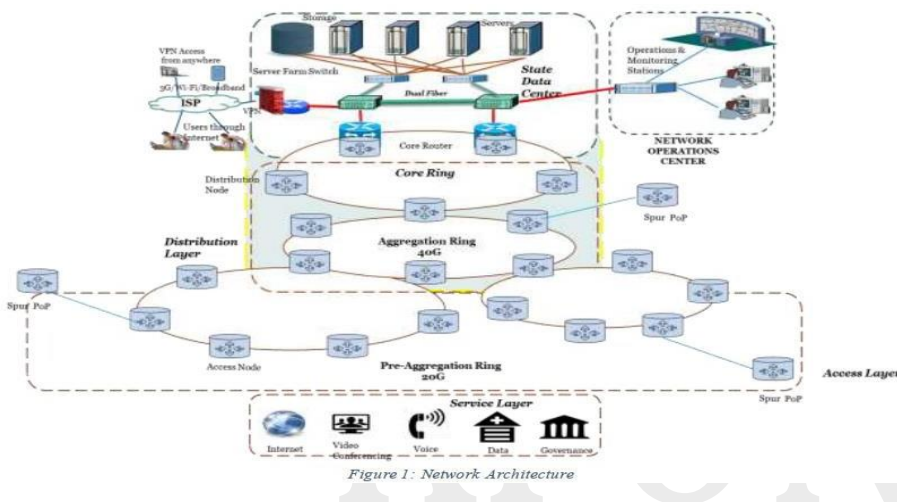
Note:

- 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 online on web site <https://etenders.kerala.gov.in/>
- Bid submission should be through etender portal of Kerala government viz <https://etenders.kerala.gov.in/>
- All the clarifications / corrigendum to the queries will be published on the above said websites.

## 4 About Kerala Fibre Optic Network

Government of Kerala has commissioned a dedicated optical fibre network capable of efficient service delivery, assured Quality of Service (QoS), reliability, interoperability, redundancy, security, and scalability, across Kerala covering 14 districts through the KFON project. This project has enabled connectivity to about 30,000 Government institutions and is about to embark on providing FTTH connectivity. For more details, please visit <https://kfon.kerala.gov.in>

### 4.1 KFON Network Architecture



### 4.2 KFON Network Description

#### 4.2.1 Point of Presence (PoPs)

The PoPs for Kerala Fibre Optic Network are located inside KSEBL owned substations. These PoPs have been divided into Core, Aggregation, Pre-Aggregation and Spur PoPs. The substations which could not be brought under either core, aggregation or pre-aggregation rings shall be treated as Spur PoPs.

#### 4.2.2 Core POP

One substation in each district is the Core PoP. All the Core PoPs are interconnected with NOC and State Data Centre, thus creating an inter-district route through the DWDM equipment's and Juniper MX960 Routers (2 Nos.). This ring will carry all the traffic from the districts up to the NOC and the State Data Centre. Also, the core ring is designed to carry the traffic from one district to another. The core ring is designed to carry 100 Gbps traffic at each district which can be scaled up if required in the future.

### 4.2.3 Aggregation POP

Each district has one aggregation ring which shall connect the Core PoP with 4 or 5 PoPs within that district. This layer of the network will aggregate traffic coming from all the horizontal offices/homes/enterprises connected to the aggregation PoPs (Juniper MX 480 routers), spurs to aggregation rings and pre-aggregation rings' traffic and route it to NOC, Data Centre, and district to district through core ring. The traffic will aggregate at Core PoP of the respective district. Each Aggregation Ring is of 40 Gbps capacity which can be scaled up if required in the future.

### 4.2.4 Pre-Aggregation PoP

The remaining rings are considered as pre-aggregation rings (Juniper MX 204 HA routers) within the district, and it connects to the aggregation ring. These rings will aggregate at an aggregation PoP and will carry the traffic coming from all the horizontal offices/homes/enterprises connected to the pre-aggregation PoPs and spurs to pre-aggregation rings. There may be multiple pre-aggregation rings in a district. These rings shall be of 20 Gbps capacity which can be scaled up if required in the future.

### 4.2.5 Spur PoP

Remote location PoPs which could not be connected in the ring are termed as Spur PoPs with 10 Gbps capacity scalable if required in the future.

## 4.3 Network Operating Centre (NOC)

The State level NOC of Kerala Fibre Optic Network is the heart of operations and management of the statewide network under this project. KFON has laid down the infrastructure for providing connectivity to all government institutions/home/enterprises and has the provision for leasing dark fibre and selling bulk bandwidth to various service providers to enable delivery of end-user services.

## 5 Objective of RFP

Authority is in the process of providing internet services to 30,000+ Government offices, 20 lakhs households and other SME/ Enterprise/ Telco/ MSO for ILL, FTTH, Dark fiber leasing and other MPLS services across Kerala through KFON Network. Authority has already set up a central NOC in Infopark , Kochi. Authority is implementing ISP infrastructure in the NOC and start provisioning the services to end subscribers. Through this RFP, Authority is intending to select an eligible Bidder as Managed Service Provider (MSP) for KFON Network. Authority is planning to offer the below services on non-discriminatory basis by leveraging KFON Network Infrastructure and the selected Bidder must ensure seamless delivery of the below services.

- Internet connectivity (FTTH)
- Internet Leased Lines
- Point-to-point Bandwidth
- VPN Services
- Dark Fiber leasing for Telcos/ MSOs/ LCOs
- IPTV
- Public WiFi Hotspots
- OTT etc



## 6 Broad Scope of Work of Bidder

### 6.1 IT Configuration and Integration of Services

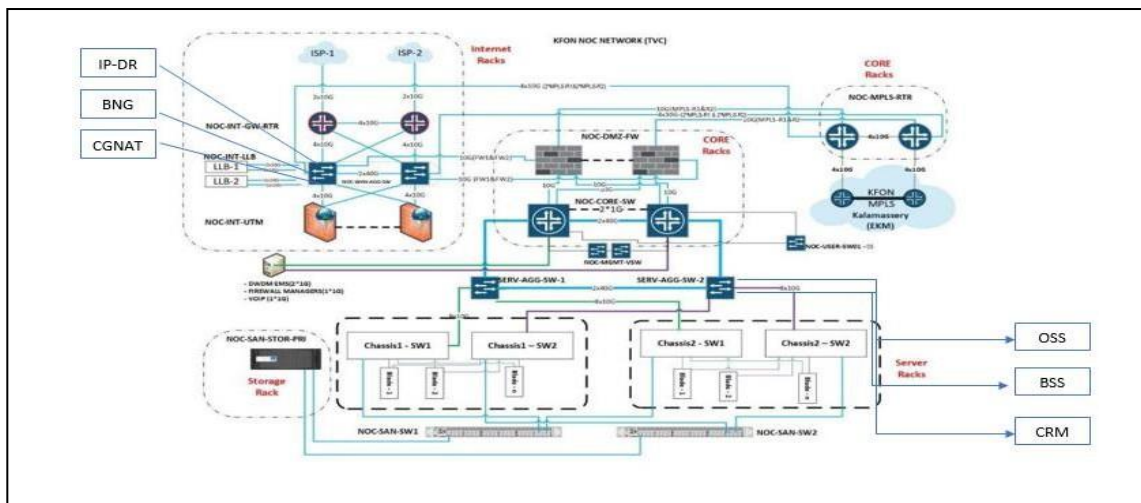
The Bidder shall install, test, commission and integrate the additional hardware and software supplied by Authority required for the KFON network infrastructure across Kerala for automating and provisioning of new products and services etc., using Operational Support System (OSS) Software and other IT tools provided under this project but not limited to the following:

- The Bidder shall ensure that all transactions from customer to Authority shall be completely digital.
- Testing with other sub-systems of KFON and manage the BNG Gateway on existing Juniper MX 960/MX 480/MX 204 routers.
- All new and existing service provisioning for extending the KFON services shall be the responsibility of the selected Bidder. All necessary licenses will be provided by Authority.
- Configure billing and OSS software for service provisioning of Internet Leased Line (ILL), Fiber to The Home (FTTH), Dark Fiber, Virtual Private Network (VPN), Co-location Space, Managed Cloud Services and their respective pricing in all concerned systems. All necessary licenses will be provided by the Authority.
- Install , testing, integration and manage the IPDR system supplied by the Authority. The selected Bidder shall co-ordinate with the OEM of IPDR for all AMC support (Bug fix/Patch upgrade/version upgrade/change request etc). It shall be the responsibility of the selected Bidder to provide the IPDR logs as and when the request comes from various Regulatory authorities.
- As and when a new enquiry comes from any of the Enterprise customers, the Bidder must conduct a feasibility survey, prepare BoQ and generate proposal from the system and submit to the Authority for approval.
- Upon receipt of the PO from the customers, the Bidder must ensure the seamless delivery of services by coordinating with the concerned LNPs/ELNPs. The Authority will procure the necessary hardware/software required as per the requirements.
- Inventory management of the Authority supplied materials will be the
- responsibility of the Bidder.
- Promote the usage of KFON infrastructure dark fiber and POPs for exploring revenue generation.



## RFP for the Selection of Managed Service Provider (MSP) for KFON

- Provide Technical advisory support for KFON project network expansion.
- Providing services for already connected Government offices will be Bidder's responsibility.
- Assist KFON for implementing various Value-Added Services.
- Issue tracking and resolution, risk identification and mitigation measures.
- Comply with legal requirements for provisioning of services.
- Comply with Cyber Security rules and regulations.
- Coordination with KFON System Integrator (M/s. BEL and its Consortium Partners) and external stakeholders.
- Coordinate with the Authority's internal resources and third parties/vendors for execution of projects.
- Measure services performance, report and escalate to management as needed.
- Provide MIS and System generated reports for the calculation of business performance and Regulatory reporting (Refer Annexure 1)
- Perform risk assessment management to minimize/mitigate project risks.
- Establish and maintain relationships with third parties/vendors.
- Create and maintain comprehensive project documentation.
- Arrange meetings with relevant stakeholders at regular intervals and based on project specific needs.
- The Bidder will have complete access to all the System/ Infrastructure/ Software's/ Network components in consultation with Authority & SI.



The present IT Network Design is enclosed above.

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## 6.2 Deploying a Selfcare Mobile App for End subscribers and LNPs/ELNPs

Bidder should develop, deploy and maintain a selfcare mobile application for the end subscribers as well as LNPs. Subscriber should be able to check their profile, apply for a service, modify and select the prepaid/ postpaid plans, check usage, recharge the services, register complaints etc. Similarly, LNP/ELNP app should support the functionalities like CAF documentation, customer creation, e-KYC, customer recharge, customer plan changes etc. Bidder should do customizations for the App in accordance with KFON brand guidelines and as per the changing business needs of KFON. Subscriber App and LNP App should be made available for both Android and IOS Smartphones.

## 6.3 Managing Last mile Network Providers (LNP)

1. Enrolling and On-boarding the Last-mile Network Providers (LNP) identified by Authority for rolling out KFON Services to 20 Lakh households and commercial connections to other households/SME/Corporates, extend KFON services to various TSP/ISP/MSO/LCO/MSME/any other institutions under Private Sector and also shall facilitate signing of agreement(s) between Authority and LNPs.
2. Support and train LNPs in promoting and marketing KFON services to Retail & Enterprises (including SME, Corporates, Government etc.)
3. Educate LNP on the design rules of KFON network that must be followed while rolling out KFON Services. For this purpose, Bidder should employ adequate staff, always trained in networking skills on its rolls.
4. Educate LNPs for the completion of CAF & KYC Data with supporting documents by each of KFON Subscribers as per DOT Guidelines.
5. MSP shall ensure and take responsibility for the subscriber details that are populated in the appropriate fields and that are correct and genuine.
6. MSP shall pre verify CAF documents submitted /uploaded before forwarding to Authority for verification, ensure activation & continuation of KFON Subscribers as per guidelines issued by KFON Ltd.
7. Ensure the submission of all Documents to Authority nominated SPOC or third party or its representative for safe keeping in first week of every month.
8. Jointly work with Authority in drawing a City/Town and District wise plan and if needed, phasing the launch of KFON Services based on the feasibility of network.

9. Authority shall procure access network equipment's/CPE/GPON for rolling out KFON Services and provide to LNP. Bidder may coordinate the requirements from LNPs and distribute the CPEs to LNPs as per the quantity approved by Authority.
10. MSP shall coordinate for approval with Authority for technical development of any new technology/equipment being deployed in the KFON network or access bandwidth by LCO/ENP.
11. Initially, Bidder need to deploy 42 field resources (3 per district). As the number of LNP/ELNP increases, one field support resource for each 25 LNP/ELNP need to be deployed.

## 6.4 Managing Enterprise Last Mile Network Providers (ELNP)

1. Enrolling and On-boarding the Enterprise Last-mile Network Providers (ELNP) identified by Authority for rolling out KFON Services to SME/Corporates/Enterprises (Financial Institutions, Distributors, Hospitals, Banks, NBFCs, Automobile Dealers, Pharma dealers etc.), extend KFON services to various TSP/ISP/MSO/LCO/MSME/Any other institutions of Private Sector and shall facilitate signing of agreement(s) between Authority and ELNPs.
2. In case Enterprise or Special category customers with Bulk connections, where connectivity fails and ENP is unable to support or withdraw from the KFON arrangement, MSP shall handle operation till further arrangement. The expenditure incurred for such an emergency by MSP will be reimbursed by KFON based on prior written approval from Authority.
3. Rectification or resolution of such a situation is essential and unavoidable part of MSP responsibilities. If the MSP fails to resolve such an issue attributable to the ELNP network in 48 hrs of email / telephonic escalation/ logging onto incident management portal by KFON SPOC, under conditions of no law-and-order concerns at field level to the satisfaction of KFON, this may invoke penalty @ 1% per day of delay beyond 48 hrs, maximum up to of the monthly payment due to MSP.
4. Support and train ELNPs in promoting and marketing KFON services to Enterprises (including SME, Corporates, Government etc.)
5. Educate ELNP on the design rules of KFON network that must be followed while rolling out KFON Services. For this purpose, Bidder should employ adequate staff, always trained in networking skills on its rolls.
6. Educate ELNPs for the completion of CAF & KYC Data with supporting documents by each of KFON Subscribers as per DOT Guidelines.
7. MSP shall ensure and take responsibility for the subscriber details that are populated in the appropriate fields and that are correct and genuine. MSP shall pre verify CAF

documents submitted/uploaded before forwarding to Authority for verification and ensure activation & continuation of KFON Subscribers as per guidelines issued by KFON Ltd.

8. Ensure the submission of all documents to Authority nominated SPOC or third party or its representative for safe keeping in first week of every month.
9. Jointly work with Authority in drawing a City/Town and District wise plan and if needed, phasing the launch of KFON Services based on the feasibility of network.
10. Authority shall procure access network equipment's/CPE/GPON for rolling out KFON Services and provide to ELNP. Bidder may coordinate the requirements from ELNPs and distribute the CPEs to ELNPs as per the quantity approved by Authority.
11. MSP shall coordinate for approval with Authority or its representative for technical development of any new technology/equipment being deployed in the KFON network or access bandwidth by ELNP.
12. Initially, Bidder need to deploy 42 field resources (3 per district). As the number of LNP/ELNP increases, one field support resource for each 25 LNP/ELNP need to be deployed.

## 6.5 OSS/BSS/CRM Operations

1. Authority will maintain and host all OSS/BSS/CRM related infrastructures in KFON Data Centre. Bidder shall manage LNP/ELNP networks, the billing and customer support through centrally hosted OSS/BSS/CRM IT solution. The Bidder shall have full access to KFON's OSS/BSS/CRM solution required to perform its duties in this regard in consultation with Authority & SI.
2. Bidder will arrange all the requisite infrastructure along with IT accessories like PC, laptops and related IT and network equipment at its own cost for accessing the OSS/BSS/CRM solutions hosted by KFON for routine operations. Authority will provide the necessary seating arrangement for the Bidder's Customer Care Team.
3. MSP representative will be authorized by Authority so that he has regular access to the system.
4. The Bidder Shall ensure that the access provided to the hosted OSS/BSS/CRM will be always used by authorized personnel of the Bidder and the Bidder should ensure that access is protected from virus, malware and unauthorized use.

## 6.6 Reconciliation of Accounts

Bidder has to perform the following responsibilities with respect to payment collection and reconciliation.

1. Bidder shall advise & educate LNPs/Customers/ELNPs for payment through Payment Gateway, established by Authority. It is understood that Bidder will support Authority for establishing Payment Gateway for collection of payments.
2. In the unlikely event of inaccessibility of payment gateway, payment through Account Payee Cheque/DDs may be collected in favour of Authority and the same shall be reconciled with Authority at the end of the month.
3. No cash payment shall be allowed for any of the services rendered, security deposit or any other payment.
4. The Bidder records shall undergo a periodic audit by Authority, or any third party engaged by Authority for above aspects.
5. The Bidder shall ensure the submission of LNP/ELNPs Bills to the Authority Finance/SPOC by 10th of each month failing which Authority will put penalty of @1% per day beyond 10th day of month, maximum up to 10% of the monthly due to MSP.
6. Since KFON Billing is based on fully automated billing system, the Bidder shall ensure the correct mapping of LNP/ELNPs & Subscribers in billing system. Wrong mapping or billing resulting in any financial loss or physical asset loss or penalty to Authority by any legal authority or customers or Enterprises shall be levied back to MSP. Maximum up to 10% of MSP payout for the month.
7. In case of erroneous entry of statutory details eg. GST, PAN, Bank Accounts etc then, notwithstanding the corrective action that shall be taken within 24 hours of intimation by the Authority Finance team. In such cases, the score (in %) earned against the various parameters for performance incentive shall be reduced by 0.5% per each subscriber.
8. Render necessary assistance to Authority or its representatives in reconciling LNP/ELNP & Subscriber accounts on statutory matters.
9. Ensuring proper collection through constant follow up with customers for timely monthly payments from customers will be the responsibility of MSP.
10. It is MSPs responsibility to verify the customer acquired by LCO/ELNP/LNP prior to verification by Authority.
11. For the calculation of MSP payment, revenue after removing sale of terminal equipment's and Bad debt for the month will be considered.

## 6.7 Customer Service Support

The responsibilities of the Bidder with respect to customer service support are:

1. Any service or network issue will be first raised to the MSP and the MSP will be guided to resolve the issue.

2. Archives of session details etc. as required by the ISP policy will be maintained by MSP.
3. If Authority desires to maintain one or multiple Customer support telephone numbers for customer service, Bidder shall maintain a Customer Care Team at its own cost for handling queries, complaints and for extended maintenance support to the KFON customers.
4. Customer Care Centre with all setups of a Call Center Operations and Solutions is to be set up by MSP in the allotted space by Authority within 15 days from date of issue of LOI and shall be manned 24X7.
5. Authority shall support MSP with basic required infrastructure assets, accessories, and terminals like Laptop/Desktop for meeting the obligations of employees/officers deployed at Authority allotted space. It is understood that MSP representatives will only use the infrastructure provided for official purpose within the allotted space. It is understood that MSP will take good care of the Terminals and accessories (Laptop/Desktop) and will hand over the assets under working condition as and when there is any change of control.
6. Bidder shall make timely arrangements for tagging, contacting and resolving direct queries (enquires, complaints, requests) of the customers logged through Toll Free/e-mail/social media platform etc. The TAT (Turn Around Time) for attending and resolving such queries will be at par with Customer Care support SLAs defined.
7. Bidder shall arrange operation of Customer Care Centre along with the requisite skilled manpower on 24 X 7 X 365 basis for KFON customers. Bidder shall provide Helpdesk support to all Subscribers (Retail/Government & Enterprise) through its Customer Care Centre. In case of a problem pertaining to the KFON network, the complaint shall be registered with the current KFON SI (M/s Bharat Electronics Limited & its consortium partners). Bidder shall monitor the dockets and co-ordinate with KFON SI and ensure that the complaint is resolved at the earliest within the stipulated SLAs.
8. Bidder shall also provide the Level 1 (L1), Level 2 (L2) and Level 3 (L3) support i.e., service support and network support on technical issues in the KFON network. For providing L1 support, Bidder shall maintain skilled graduated technical manpower with , L2 support possessing CCNA/JNCIA- Junos/DC and CCNP ( minimum 2 papers cleared in CCNP) or equivalent (JNCIS-ENT/SP/DC) and L3 support shall be CCNP certified fully or JNCIS-ENT/SP or JNCIP- ENT/SP certified fully. The manpower deployed by MSP will be interviewed & credentials verified by Authority or its Representative. If MSP fails to deploy the minimum expected Infrastructure, KFON may invoke monthly penalty equivalent to monthly salary of unavailable staff.



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<b>Subscriber Base</b>	<b>Agents providing Level 1 Support during prime business hours</b>	<b>Agents providing Level 1 Support during non-prime business hours/ Government Holidays</b>	<b>Agents providing Level 2 Support</b>	<b>Agents providing Level 3 Support</b>
0-5000	3	2	1	1
5000-25000	7	4	2	1
25,001-35,000	9	4	2	1
35,000 - 50,000	10	6	4	1
50,000-75,000	12	6	4	2
75,000 - 1,00,000	15	8	6	2
1,00,000 - 2,00,000	20	10	6	3
2,00,000-5,00,000	25	12	8	3
5,00,000- 10,00,000	35	15	10	4
Above 10,00,000	50	18	12	4

Table 4

9. The above-mentioned minimum manpower to be maintained by the Bidder for L1 Support Customer Care in each shift. L2 and L3 staff shall be maintained as per the above-mentioned subscriber base during prime business hours. However, in order to maintain good customer experience, the Bidder may be required to augment additional manpower for L2/L3 during non-prime business hours, if situation warrants. Non availability of L2/L3 shall not be reason for degradation of MSP services during Prime/Non-prime hours.
10. If Authority or its appointed representatives during its routine audit finds that the MSP manpower provided is not aligned to KFON guidelines or Code of Conduct, the Authority reserves the right to request MSP for replacement of the manpower. In such cases, MSP shall make all provisions to replace the manpower within 15 days of notice given in writing to MSP.
11. Authority also reserves the right to review the minimum expected infrastructure on a periodic basis to assess if the same can support the KFON operations. Authority reserves the right to recommend additional infrastructure or manpower for smooth operations and will reserve the right to impose adequate penalties in case the Bidder fail to deploy the same within agreed timelines.
12. Also, in case the agent count is insufficient to meet the customer query or complaints, MSP should immediately raise the count of staffs to meet the SLA parameters.

Peak Hours: 8AM to 8 PM

(Tentative. May be changed based on hourly call volume )

Non-Peak Hours: 8 PM to 8 AM

(Tentative. May be changed based on hourly call volume)

## 6.8 Marketing Support

1. MSP shall maintain the customer experience of KFON brand in a way that customers perceive a responsive and satisfactory Quality of Service. KFON shall issue guidelines required to that effect to MSP. While interacting with all service providers, partners (LNP, ENP, SI or any other entity onboarded as a service provider or facilitator for KFON project) & subscribers, MSP may use the KFON Logo on their business card in the manner prescribed by KFON for brand building exercise & to avoid confusion of multiple entities. Further, KFON reserves the right to inspect or audit operations of MSP to ascertain that the guidelines are being followed.
2. During the routine audit, if Authority or its representative finds that communication of MSP representatives/staffs/manpower with KFON Subscribers is leading to a manner in which it might cannibalize the KFON brand, Authority will intimate to MSP in writing or email or using new age communication mediums. Under such circumstances, MSP shall take immediate action (not more than 24 hours) to correct the communication.
3. MSP shall follow targets fixed by Authority or Authorities Working Committee and to deploy necessary resources for promotions, branding, marketing and sales of KFON services.
4. MSP shall take necessary actions by way of outdoor advertisements (Kiosk, Standees, Banners, Leaflets etc.), road shows at high foot fall areas, institutions, canteens, Techno parks, residential complexes, telemarketing calls, SMS (as per TRAI Guidelines) etc. at its own cost so as to meet its target of acquiring subscriber and partner numbers. Authority will provide the creative inputs for brand building and campaign advertisements. MSP will keep Authority informed of activities undertaken.
5. The printing of KFON Customer Acquisition Form (CAF) if necessary (as per DoT guidelines) will be the responsibility of MSP and the CAF format (including Terms and Conditions) need to be shared with Authority for concurring to the KFON Brand guidelines.
6. KFON will regularly publish success stories of KFON services that can be used for all for competitive positioning. KFON will provide referrals, articles, ads, marketing report, sales presentation, technology partner intros to MSPs for helping them to build the KFON brand.
7. MSP shall provide the marketing staff for identification, evangelization and enrollment of new LNP/ELNP. Each LNP/ELNP shall be allocated dedicated Account Manager for coordination on day-to-day issues.
8. MSP should deploy at least one District Coordinator/Marketing staff at each district



capable of handling Marketing and Day to day operations. The role of District Coordinator/Marketing Staff will also include liaisoning with Authority or its representative to meet KFON objectives.

9. MSP shall conduct at least 2 road shows per district per Quarter in the circle of operation.
10. MSP shall conduct at least 1 LNP/ELNP meets per quarter by covering the whole state.
11. MSP should have an office in the allotted circle and MSP operations for the entire circle are to be managed from that office itself.
12. Digital Marketing of KFON Services shall be in the scope of the MSP. For undertaking Marketing activities, 2 dedicated resources will be deployed at Authority's office who will in turn liaison with Authority or its representative and coordinate with field Marketing staff and Digital Marketing activities.
13. Under the guidance of Authority or its representatives, MSP shall ensure digital marketing of KFON services which includes Social Media Marketing, Search engine optimization (which includes keywords research, website optimization, on/off page optimization, link building, keywords optimization, content optimization, images optimization URL optimization etc.), Search engine marketing (Search campaign, display campaign, video campaign, app campaign, banner creations etc.), and other digital promotion activities.

## 6.9 Compliance to Laws

Bidder shall ensure, at all times, compliance with various laws prevailing in India. Following are the responsibilities of Bidder with respect to maintaining compliance.

1. Bidder shall ensure that all legal obligations mandated by DoT/TRAI for an ISP in terms of keeping Customer Application Form (CAF) & Know Your Customer ("KYC") data are fulfilled. This shall also include any new guidelines prescribed by DoT/TRAI in future.
2. Bidder shall make available all the records and processes for an inspection by Authority or any third party engaged by Authority or DoT/TRAI officials or any other Law enforcement agencies. The scope of the inspection shall include processes followed by MSP, IT audit of the Hardware, Software and Networking assets in the control of Bidder.
3. If the input GST is not shown/uploaded in electronic ledger (GSTN), which is paid by KFON as per tax compliances, then the tax amount will be deducted from the MSP payment.
4. For any incompliance of law related matters, penalty ceiling won't be applicable.

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## 6.10 Other Responsibilities

1. Bidder shall be responsible for paying duties/taxes pertaining to its area of activity. The Bidder shall ensure compliance to all labour laws and will be required to give a certificate.
2. Bidder shall support providing all pertinent details required by Authority regarding the background of any issues which is disputed by a subscriber or any other LNPs in the court of law. For any such legal cases, the Bidder will be bound to support Authority and provide all necessary documentation and details.
3. The MSP will not discriminate between the service providers, partners (LNP, ENP, SI or any other entity onboarded as a service provider or facilitator for KFON project). In case a complaint to that effect is received by Authority, it shall be the responsibility of the MSP to extend full cooperation to the investigation initiated by Authority. The decision taken by Authority in this regard will be final and will be accepted by the MSP.
4. MSP shall maintain requisite skilled manpower for Customer service support (L1 and L2) and field & marketing support. Authority reserves the right to call the employees of MSP for a test or interview. KFON also reserves the right to inspect the mark sheets/score cards, degree or certifications of such employees.

## 6.11 Transition & Handover Responsibilities

After completion of contract or non-performance or in the event of premature termination when a new MSP is appointed in the circle, it shall be the responsibility of the existing MSP to assist the new MSP in smooth transitioning and hand-over during the Transitioning Period finalized by KFON.

Following is an indicative but non-exhaustive list of responsibilities that an existing MSP has to perform with respect to transitioning and handover:

1. It shall be the responsibility of the existing MSP to help, support and assist the new MSP selected by KFON during the Transitioning Period, subject to a maximum period of 6 months.
2. The existing MSP shall transfer existing knowledge about operations, infrastructure, customers, LNPs, ENPs and shall share all documents and related records with the new MSP.
3. If required, the existing MSP shall also make available the service of its employees and make best effort to arrange for support from associated third parties like its contractors, suppliers, vendors and providers to the new MSP during the Transition Period

## 7 Service level Agreement

The MSP shall ensure compliance to SLAs. These SLAs shall be reviewed on a monthly basis by KFON. Key areas for evaluation of Service Level will be as follows:

Key Areas	Weightage
Customer Service Management	30
Partner Support Management	25
Service Provisioning & Management of Non-Retail Customers	25
Marketing Metrics	20
<b>Total</b>	<b>100</b>

Table 5

- The MSP should ensure compliance to SLAs.
- Above metrics will be measured through the CRM system and performance data will be visible to the MSPs.
- MSP to provide Master CRM logins to Authority or its representatives including third party auditors to monitor the same anytime.
- Authority or KFON Corporate Working Committee will fine tune the rating system on an annual basis after studying the market situation/competition in consultation with the MSP with the aim of improving the service offering of KFON so as to stay competitive in the market.
- These SLAs shall be reviewed on a monthly basis by Authority or its representative including KFON Corporate Working Committee or any third party on behalf of Authority.
- Monthly Assessment & Rating System will be as per metrics defined in subsequent sheets.
- The appointed MSP shall be given 2 months of stabilization period from the date of issue of LOI, and the performance shall be measured from 3rd month onwards.

## 7.1 Customer Service Management

S. Nos	Area	Complaint Type	Description	Service Level	Score	Max Score
1	Customer Complaints Resolution	Adherence of minimum expected Infrastructure	Minimum L1 Support and L2 Support Executives as prescribed in the RfP	If complied	5	5
				Not complied	0	
		Opening of Customer Trouble Tickets (TT) and follow up till closure	Opening of Trouble Ticket in the system & routing to concerned fault level and follow up till closure	95% <= 3 hrs.	4	4
				95% <= 6 hrs.	3	
				95% <= 12 hrs.	2	
				95% > 12 hrs.	0	
		Resolving tickets which are in the scope of MSP	Resolving issues of customer support which can be resolved by the MSP as tagged in the system	95% <= 3 hrs.	4	4
				95% <= 6 hrs.	3	
				95% <= 8 hrs.	2	
				95% > 8 hrs.	0	
Evaluation of voice recordings of customer service agents' interaction with KFON Customers	Evaluation will be done towards Customer resolution mechanism, Customer Sensitivity, Ethics, Transparency	will be rated on a Scale of 1 to 4	4	4		
2	Helpdesk Management	Average Hold Time Per Call	The average time elapsed from the moment the call enters a queue until a qualified Help Desk analyst answers the call.	95% <= 45 Seconds	4	4
				95% = 45- 59 Seconds	3	
				95% = 60-90 Seconds	1.5	
				95% > 90 Seconds	0	
		Call Back Time	If call is not answered in 90 seconds and the customer opts for call back, percentage of call backs (out of the unanswered calls made with-in an hour)	90%-100%	4	4
				75%-89%	3	
				60%-74%	2	
				50%-59%	1	
				< 50%	0	

S. Nos	Area	Complaint Type	Description	Service Level	Score	Max Score
3	Subscriber Activation		Timeframe for getting customer activated in the system (100% provisioning and service activation) after the submission/ uploading of the CAF form in the system by LNP/ELNP and verification confirmation by Authority.	100% <= 24 Hours	5	5
				98% <= 24 Hours	3	
				98% > 24 Hours	0	

Table 6

- Active man hours are calculated as the product of manpower deployed for L1, L2 & L3 and total login time in the month as shown in the Call Center Application.
- Total man hours required is calculated as the product of Total manpower stipulated in this RFP and the total hours in that month.
- KYC verification shall be done only between 8AM- 8PM. If any KYC is uploaded after 8PM, time frame will start only from the next day 8AM onwards.
- In the event an LNP/ELNP/ SI or any other entity onboarded as a service provider or facilitator for KFON project is not closing the ticket which are not in MSP scope even after three times follow up from MSP (follow ups to be done by escalation Matrix of MSP) , those tickets will be escalated to KFON. For any such ticket, Authority may decide the SLA adherence by MSP separately after checking the system logs for such event.

## 7.2 Partner Support Management

S. Nos	Area	Description	Service Level	Score	Max Score
1	Partner Support Management (LCOs & ENPs)	Resolving Partner support tickets which are in the scope of MSP	95% <= 2 Hrs	5	5
			95% <= 6 Hrs	3	
			95% <= 8 Hrs	2	
			95% > 8 Hrs	0	
		Percentage of tickets to be resolved by MSP and exceeding 12hrs for closure.	1%	5	5
			2%	3	
			4%	2	
			>4%	0	
2	Enterprise Network	ELNP's Feedback on MSP support based on survey conducted by	Average score > 4 up to 5	10	10

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	Provider (ENP's) support feedback	Authority or 3rd Party: Very satisfied: 5, Satisfactory: 4, Somewhat satisfied: 3, Not satisfied: 2, Very dissatisfied: 1	Average score > 3 up to 4	6	
			Average score > 2 up to 3	2	
			Average score > 1 up to 2	0	
3	Induction Training Program	Induction training given to newly appointed LNP/ ENPs. Acknowledgement from concerned LNP/ELNP representative to be submitted within 7 days of LOI signing.	100%	5	5
			< 95% < 100%	3	
			<=95%	0	

Table 7

### 7.3 Service Provisioning & Management of Non-Retail Customers

SI No	Area	Type	Description	Service Level	Score	Max Score
1	Network Management and Configuration Support		Configuration of the active components for service delivery	95% or more cases within 48 hours	8	8
				95 % cases within 72 hours	5	
				95% cases above 72 hours	0	
2	Feasibility - Study		Conduct a feasibility study in co-ordination with LNP/ELNP and prepare the BoQ	95% or more cases within 3 days	4	4
				95% cases within 3 - 4 days	3	
				95% cases above 4 days	0	
3	Submission of Proposal to the Authority for Approval		After getting the feasibility report, Assess the feasibility report and submission of the technical and commercial proposal to the Authority for approval. After approval from the	95% or more cases within 2 days	4	4
				95% cases within 3 days	3	
				95% cases above 3 days	0	

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SI No	Area	Type	Description	Service Level	Score	Max Score
			authority submit to the customer.			
4	Service Delivery		Follow-up with the prospective customer and realize the PO. After receiving the PO, service delivery shall be completed within stipulated timelines as per the PO terms and conditions. Service delivery means activation of service requested by Subscriber. PO issue timeline to be available in the CRM.	95% or more cases where service delivery has happened as per the PO timelines	4	4
				94.9%-90% cases where service delivery has happened as per the PO timelines	3	
				Less than 90% cases where service delivery has happened as per the PO timelines.	0	
5	Complaint resolution	Opening of Customer Trouble Ticket and follow up till closure	Opening of Trouble Ticket & routing to concerned agencies and follow up till closure	95% or more tickets are closed within 6 hours	2.5	2.5
				95% tickets are close within 12 hrs	1	
				95% above 12 hours	0	
		Resolving tickets which are in the scope of MSP	Resolving issues of customer support which can be resolved by the MSP	95% or more tickets are closed within 3 hrs	2.5	2.5
				95% tickets are closed within 6 hrs	1	
				95% tickets are closed within 8 hrs (if >8 hours, score will be NIL)	0.5	

Table 8

- Authority shall provide basic requisite information (Name, Address, contact details, Geo co-ordinates etc) for providing the feasibility.

- MSP is expected to contact the customer and collect all necessary information for completing the feasibility within stipulated time period.
- MSP can prepare a feasibility template that can be given to prospective enquiry to reduce any time delay or information gap.
- If a single customer is giving feasibility check for locations greater than 50, the timeline shall be given proportionate to the locations.
- MSP shall do best effort to complete the feasibility check as early as possible. In no means delay in feasibility check should be reason for customer loss to KFON. (For ex: 0-50 - 2 working days, 51-100 - 4 working days, 101-150 - 7 working days etc).

## 7.4 Marketing Metrics

S. Nos	Area	Description	Service Level	Score	Max Score
1	Partner Acquisition Targets	Percentage of targets achieved	90-100%	10	10
			80 - 89%	8	
			70-79%	6	
			60-69%	4	
			< 60%	0	
2	Customer Acquisition Targets	Percentage of targets achieved	90-100%	10	10
			80 - 89%	8	
			70-79%	6	
			60-69%	4	
			< 60%	0	

Table 9

- Targets will be decided at the start of the month/quarter/Yearly by Authority or KFON Corporate Working Committee.
- KFON Corporate Working Committee shall be constituted at KFON Ltd and will issue policy and guidelines on tariff, brand building and marketing strategy and relationship management and evolving the business model as required by market conditions.



## 8 Authorities Responsibilities

### 8.1 Network and IT Infrastructure

It shall be the responsibility of Authority to create Network Infrastructure to support KFON business.

Following are the responsibilities of Authority with respect to Network Infrastructure:

1. Authority shall provide Network Infrastructure required to support KFON business.
2. Further Authority shall also augment capacity and plan a resilient network to handle KFON traffic as per business projections.
3. Authority shall provide sufficient upstream Internet Bandwidth and high speed MPLS capacity to feed KFON services.
4. Authority shall provide access to NMS/OSS tool to the Bidder to view the Network of KFON.
5. Authority shall support MSP with basic required infrastructure assets, accessories, and terminals like Laptop/Desktop for meeting the obligations of employees/officers deployed at Authority allotted space. It is understood that MSP representatives will only use the infrastructure provided for official purpose within the allotted space.
6. Its is understood that MSP will take good care of the Terminals and accessories (Laptop/Desktop) and will hand over the assets under working condition as and when there is any change of control.

### 8.2 Marketing of KFON Services:

1. KFON will take up necessary ATL (Above the line) marketing & branding activities through print and media to establish & position "KFON" as a brand in support and coordination with MSPs role and responsibilities regarding Marketing vertical. KFON as part of Marketing, may float promotional schemes for the benefit of customers from time to time.
2. Authority will provide the creative inputs for brand building and campaign advertisements.

### 8.3 Accounting, Reconciliations and Settlement:

1. Authority shall make best efforts for revenue share on prepaid billing model to the Bidder by the 15th day of each following calendar month if all relevant information including SLA inputs are available for Prepaid Segment. Bidder shall share all SLA parameters pertaining to Prepaid Segment by 5th of the following month for evaluation of any penalty before revenue share to Bidder.
2. Necessary reconciliation will be carried by Authority on Monthly basis.
3. In case of offline transactions handled by MSP, necessary reconciliation will be

carried

4. by Authority on Monthly basis based on documents provided and verification of the same.
5. Revenue share for postpaid connection (Including all Enterprise connections - Corporate, Government, SME, etc) shall be released after 60 days of bill generation.

## 8.4 Revenue Share

1. Revenue Share as a percentage of Revenue as discovered through this RFP will be paid to the successful Bidder.
2. Base revenue is Fixed at 8% of Aggregated Revenue share (**Refer Annexure 2 & Annexure 3** for Product wise calculation of MSP revenue). As part of the bidding process, Bidder may quote the % increase (+ve) or % decrease (-ve) or at par of Fixed Revenue share required by the Bidder for meeting the obligations.
3. Apart from above, Authority will provide up to 2% to the selected Bidder of Aggregated Revenue as Performance Incentive (PI) to the MSP based on the SLA performance which will be defined by Authority.
4. In the case of ILL & Dark Fibre, MSP revenue share calculation will be on 50% of the Aggregated Revenue for the service (**Refer Annexure 3**). MSP revenue share will be calculated by multiplying Revenue share % discovered through this RFP with the 40% of Aggregated Revenue.
5. In the case of Government Institutions under the scope of existing SI (M/s BEL), MSP revenue calculation will be as per **Annexure 4**
6. For postpaid users of SME/ Enterprise/Government Subscribers revenue at actuals (excluding OTC and refundable deposits if any) shall be considered for MSP revenue share after removing the statutory Bad debts.
7. Aggregate Revenue for MSP payment will be calculated after removing the GST, license charges, statutory charges and bad debt portion for the month from Gross revenue.
8. Revenue as part of sale of Terminals/equipment's/devices will removed for Aggregate Revenue calculation.
9. Refer **Payment Schedule** for detailed payment information.

## 8.5 Performance Incentive for MSP

S. No	Incentive Type	Eligibility Criteria	Incentive Structure
	Performance Incentive	Selected MSP only	<p>Incentive will be 1% or 2% as per following parameters:</p> <ol style="list-style-type: none"> <li>1) Net Increase in no. of Subscribers</li> <li>2) Net Increase in Total Revenue</li> </ol> <p>A) If the Monthly SLA Score is 60 and above and less than 80, then:</p> <ol style="list-style-type: none"> <li>a) 0.25 % of Net Increase in no. of Subscribers for that month x APRU, and</li> <li>b) 0.75% of Net Increase in Revenue for that month for that particular MSP</li> </ol> <p>B) If the Monthly SLA Score is 80 and above, then:</p> <ol style="list-style-type: none"> <li>a) 0.50 % of Net Increase in no. of Subscribers for that month x APRU, and</li> <li>b) 1.50% of Net Increase in Revenue for that month for that particular MSP</li> </ol> <p>Note-1: In case, MSP achieves a monthly score of 60 or above 60 but there is negative growth of subscribers and/or revenue, then MSP will only be eligible for the percentage incentive of the positive growth parameter.</p> <p>Note-2: Net Increase in subscribers in a month will be calculated as difference between no. of subscribers at the end of that month and no. of subscribers at the end of previous month.</p> <p><b>Illustration:</b></p> <ol style="list-style-type: none"> <li>1. If the net monthly increase of no. of subscribers is 5000, ARPU in that month is Rs. 250 and net monthly increase of revenue is Rs. 1 Lakh, if the SLA score is 65, then MSP is eligible for incentive equal to <math>(0.25\% \times 5000 \times 250) + (0.75\% \times 1 \text{ Lakh})</math></li> <li>2. If in the above case, there net monthly reduction of customers then MSP will be eligible for incentive equal to <math>0.75\% \times 1 \text{ Lakh}</math>.</li> <li>3. If in the above case, there is negative monthly growth in the no. of subscribers and revenue, the MSP will not be eligible for incentive.</li> </ol>

Table 10

## 8.6 Customer Feedback

Authority may at its discretion take feedback from customers about MSP's service. For this purpose, KFON may engage its internal Quality Assurance team or any third party to collect feedback from the customers and LNP/ ELNPs.

## 8.7 Other Responsibilities

Authority shall pay relevant duties/taxes of Central/State governments concerning to KFONs activity in IP Infrastructure or ISP and license fees to DOT/Railways/NHAI etc.

Both parties would implement adequate safety/security measures to prevent unauthorized access to and use of confidential information of each other and wherever necessary, obtain confidential/ secrecy/non-disclosure agreements from its employees.

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## 9 Roles and Responsibilities of LNPs/ ELNPs

- a. ELNP/LNP will build and maintain the access network from KFON Pop (or junction boxes) to customer premises using EOC, Metro Ethernet, GPON/EPON or Wi-Fi as per the design guidelines of KFON with the support of Managed Service Providers (MSP). LNP/ELNP shall maintain sufficient spares & ensure warranty conditions in place to maintain committed network uptimes.
- b. Arrange permission from respective association representatives or building owners to carry out the cabling task in the campus as well as inside the building during initial setup or during operations & maintenance.
- c. LNP/ELNP will ensure that approved devices are used, and the wiring is done in as per standards in a robust manner. LNP/ELNPs will make arrangement for Uninterrupted Power Supply for common network elements so as to ensure high availability for end subscribers.
- d. Set up in-building wired / wireless infrastructure as per business requirement which includes but not limited to Racks, Gigabit fiber POE switches (8/12/24 ports), floor switches, Wi-Fi Access Points, CAT5 Cables, RJ45 Rosette boxes, patch cable etc. for customer use, as per network design approved by KFON.
- e. Maintain customer and network support technicians to respond to trouble ticket raised by Authority or its representatives or MSP Help Desk.

## 10 Instructions to Bidders

### 10.1 Procurement under Kerala Fibre Optic Network

MD, KSITIL invites bids from eligible Bidders to provide technical and operational support for KFON operations as per the scope of work defined in this RFP.

- a) Participating entities shall agree to adhere to the Terms & Conditions and Scope & Services mentioned in this tender.
- b) All the terms and conditions are to be read jointly as mentioned on the website (<https://etenders.kerala.gov.in/>) and in this document.
- c) The tender document is available on the e-Procurement portal of the Government of Kerala <https://etenders.kerala.gov.in/>

### 10.2 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the services required. Bidders and recipients may wish to consult their own legal advisers in relation to this RfP. Queries if any can be clarified during the Prebid meeting.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RfP.
- c) The Authority may cancel this service tender at any time prior to a formal written contract being executed by or on behalf of the Authority.
- d) This RfP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.
- e) Bidders forming a Consortium is not allowed under this tender.

### 10.3 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.

## 10.4 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.

## 10.5 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 the 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 prevail.

## 10.6 Pre-Bid Meeting & Clarifications

- a) The Authority will host a Pre-Bid meeting for answering queries (if any) by the prospective Bidders. 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 Authority reserves the right to hold or re-schedule the Pre-Bid meeting.
- b) The Pre-Bid meeting will be held on the date and venue as specified in the Bidding Data Sheet. The Bidder or the representatives of the Bidders as authorized in writing by the respective organization (limited to two) may attend the pre-bid meeting at their own cost.
- c) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the Authority by email only [pmo@ksitil.org](mailto:pmo@ksitil.org) (Excel File) on or before the last date for sending pre-bid queries mentioned in the Bidding Data Sheet of this document by the Bidder/authorized representative of the Bidder with subject line: “RfP for Selection of Managed Service Provider (MSP) for KFON - Query”.
- d) The queries should necessarily be submitted in the following format:

Sl. No.	Page No.	Section No.	Content/ Clause of the RfP requiring clarification	Clarification Sought

- e) Queries submitted post the deadline mentioned on the website or which do not adhere to the above-mentioned format may not be responded to.
- f) The Authority shall not be responsible for ensuring that they have received the Bidder's queries.
- g) Bidders are requested to submit the e-mail address, Mobile no. of the Bidder/Authorized representatives and Registered address for all communications.

## 10.7 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Authority shall provide timely response to the queries. However, the Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Authority undertake to answer all the queries that have been posted by the Bidders.
- b) At any time prior to the last date for receipt of bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RfP document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted only on the e-Procurement Portal of the Government of Kerala <https://etenders.kerala.gov.in/>.
- d) Any such Corrigendum shall be deemed to be incorporated into this RfP. 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.
- e) In order to provide prospective Bidders reasonable time for taking the Corrigendum into account, the Authority may, at its discretion, extend the last date for the receipt of Proposals.

## 10.8 Tender Fees

Bidder needs to pay tender fee as per the Bidding Data Sheet.



## 10.9 Earnest Money Deposit (EMD)

- a. Bidders should submit the EMD as per the Bidding Data Sheet.
- b. The EMD of all unsuccessful Bidders will be refunded, on receipt of letter of acceptance from Successful Bidder along with security deposit.
- c. The EMD amount is interest free and will be refundable without any accrued interest on it.
- d. The EMD shall be returned to the Successful Bidder upon signing of contract and submission of Performance Security.
- e. The Bid submitted without EMD, mentioned above, will be summarily rejected.
  - a) The EMD may be forfeited:
    - o If a Bidder withdraws its bid during the period of bid validity
    - o If the Successful Bidder fails to sign the contract or submit Performance Security within the stipulated period.

## 10.10 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements, appendices, and other information in this RfP document carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RfP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - o Comply with all requirements contained in this RfP.
  - o Include all supporting documentations specified in this RfP.
  - o All pages of the Bid must be numbered and duly signed by the Authorized Signatory accompanied by a Power of Attorney/ Board Resolution.

## 10.11 Bid Prices

- a) The Bidder shall indicate in the proforma prescribed, the unit rates and total bid prices for the services, it proposes to provide under the Agreement. Prices should be shown separately for each item as detailed in this Tender Document. The price quoted shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates.
- b) 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.

## 10.12 Firm Prices

- a) 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.
- b) 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, excluding GST (to be quoted in separate column in the commercial bid) in relation to the activities proposed to be carried out.
- c) 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.

## 10.13 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.

## 10.14 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, the 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.

## 10.15 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent as described in the bidding document. The Authority shall not entertain any request for clarification from the Bidder regarding such local conditions.

- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, whatsoever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Authority. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the Authority on account of failure of the Bidder to know the local laws / conditions.

## 10.16 Tender Opening

Received bids will be opened at the Head Office of Authority on the date and time provided in the Bid data Sheet or published in the <https://etenders.kerala.gov.in> Portal of the Government of Kerala. The result of bids will be published in the above portal.

## 10.17 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, the 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. Failure of a Bidder to submit additional information or clarification as sought by the Authority within the prescribed period will be considered as a non-compliance and the Bid may be evaluated based on the limited information furnished along with the Bids.

## 10.18 Right to accept any Bid and reject any or all Bids

The 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.

## 10.19 Notification of Award

The Authority will notify the Successful Bidder via letter/email of its intent of accepting the Bid. The Successful Bidder shall be required to sign the LoI and return the same to the address and within the specified time period in the Bidding Data Sheet as a token of acceptance of the LoI.

## 10.20 Performance Security (PS)

As a condition precedent to execution of the Agreement, the Successful Bidder after the tender for Request for Proposal for Selection of Managed Service provider (MSP) for Kerala Fibre Optic Network, shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within the time period prescribed in the Bidding Data Sheet 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.

EMD 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 agency's failure to honour its obligations under the resultant Agreement. The Performance Security shall be returned by the Authority to the Bidder after thirty (30) days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

## 10.21 Signing of Contract

Subsequent to the Authority's 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 EMD of the Successful Bidder to be liquidated. In such an 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.

## 10.22 Terms and conditions of the Tender

Bidder is required to enter into a Master Service Agreement for all the terms and conditions (including project timelines) to be adhered to by the Successful Bidder during Project implementation. The following documents shall be deemed to form and be read and construed as part of the Agreement viz.:

- i. The Master Service Agreement confirmed by the Authority with the successful Bidder.
- ii. The Letter of Intent.
- iii. The RFP.
- iv. The Proposal and any other documents submitted by the Bidder to the extent accepted by the Authority.
- v. The Bidder can use the technical and financial strength of its holding company/100% subsidiary to fulfil the prequalification and/or technical and/or financial credentials for evaluating the performance scope.

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## 11 Evaluation Framework

### 11.1 Two Stage Bid System

1. Complete bidding process will be in two stage -bid system. All the notification and details terms and conditions regarding, this tender notice hereafter will be published online on the portal <https://etenders.kerala.gov.in/>
2. Bidder should submit closed bid as specified in the Tender Document through the e-Procurement Portal of the Government of Kerala.
3. Technical bids will be opened as per the timeline specified in the datasheet.
4. The rates should be quoted in the Commercial Bid format attached with the tender.
5. The Authority reserves the right to accept or reject any or all the tenders without assigning any reason.
6. Wherever a specific form is prescribed in the RfP document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.
7. The Authority reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted technical bid at any point of time before opening the Commercial Bid. The Bidder shall furnish the required information to the Authority and its appointed representative on the date asked for, at no cost to the Authority. The Bidder's name, the Bid Price, the total amount of each Bid and other such details as the Tendering Authority may consider appropriate, will be announced, and recorded by the Authority at the opening of bid.

## 11.2 The two stage-Bid to be submitted by the Bidder shall consist of the following:

<b>Technical Bid (Cover-1)</b>	<ul style="list-style-type: none"> <li>• The Bidder shall furnish, Technical Proposal, documents establishing the technical qualifications, documents supporting technical proposals, proof of registered office in India, Project experience etc. to perform the Contract.</li> <li>• The Technical Bid shall be prepared in accordance with the requirements specified in this Tender and in the formats prescribed in the Tender Document.</li> <li>• Technical 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.</li> <li>• The authorized signatory of the Bidder shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.</li> <li>• Technical Bid should not contain commercials of the Project, in either explicit or implicit form.</li> <li>• Conditional Technical Bid is liable for rejection.</li> </ul>
<b>Commercial Bid(Cover-2)</b>	<ul style="list-style-type: none"> <li>• Forms and formats specified in the tender document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the Bid.</li> <li>• 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.</li> <li>• The price quoted shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates.</li> </ul>

Table 13

The 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. The 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.

### 11.3 Bid Evaluation

- a) Initial Bid scrutiny will be held.
- b) Bid will be treated as non-responsive if it is
  - Not submitted in the format as specified in this RfP document.
  - Received without the Letter of Authorization (Power-of-Attorney)
  - Found with suppression of details
  - Without complete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the RfP
  - With lesser validity period.

### 11.4 Examination of Bid documents against Eligibility Criteria

The Bid document will be examined to determine whether the Bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Bid Document will be rejected and will not be considered further.

### 11.5 Evaluation of document

A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in this RfP Document.

All supporting document submitted in support of Eligibility and Technical Evaluation Criteria should comply the following:

- a) Supporting documents should be submitted.
- b) Supporting document should clearly indicate value of the completed project, and the scope of work/services should be clearly highlighted.
- c) Completion certificate should clearly indicate the value and duration of the project.
- d) In case the Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).

- e) Incomplete order copy submitted by the Bidder will not be considered for evaluation.
- f) In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.
- g) Bidders failing to comply any of the above, may result in rejection of their bid.

## 11.6 Eligibility Criteria

- a) The Bidder must be an Indian registered company under the Companies Act 1956/2013. Bidder must possess the requisite experience, strength, and capability in providing the services necessary to meet the requirements as described in this RfP document. The Bidder must also possess the technical know-how, qualified resources and tools that would be required to successfully execute the scope of work defined in the RFP.
- b) Bidder should have an office inside Kerala or commitment that it will open in Kerala.
- c) Bidder will submit GSTN Registration details of Kerala Circle
- d) The bids must be complete in all respects and should cover the entire scope of work as stipulated in this RfP document.

The invitation to proposal is open to all Bidders who qualify the pre-qualification criteria as given below:

SI No	Minimum Criteria	Supporting Documents
1.	Registered Indian Company	Certificate of Incorporation from the Registrar of Companies.
2.	The company should not be blacklisted by any Government institution/ Government PSU	Self-declaration, in case this is discovered to be otherwise, the Bidder will be declared ineligible at any stage of the tender.
3	The Bidder or their promoters having equity stake or partnership should not be holding valid UASL license/ ISP license/ MSO license of Government of India.	Self-declaration by the authorized signatory.
4.	GST Registration Number	GST Registration Certificate
5.	The Bidder should have similar experience in the field of managed service provider for Telecom Projects for any Central/ State Government/PSU/Private Companies for at least 2 years	PO/ Agreement with the customer along with satisfactory performance report.

Table 14: Eligibility Criteria

## 11.7 Technical Evaluation Criteria

SI No	Item Description	Documentary Evidence	Measurement criteria	Maximum Marks
1	Should have developed and deployed mobile application with minimum 50,000 download.	Report from play store or apple store	50,000-1,00,000 download - 3 marks, >100000 downloads 5 marks	5
2	Experience in managing the subscribers using BSS, OSS and CRM software	PO/contract with satisfactory performance certificate from the customer.	2-5 years - 5 Marks 5-10 years - 8 Marks above 10 years - 10 Marks	10
3	Should have facilitated onboarding and training of last mile fiber network providers.	Work order/PO from an ISP with a letter confirming the number of Last mile operators onboarded.	Up to 100 LNPs - 5 marks 101-1000 LNPs - 8 Marks >1000 LNPs - 10 marks	10
4	Should have deputed field teams to support field level IT operations	List of employees with Emp ID, Name of Employee, Date of Joining and contact details duly signed by authorised signatory	Up to 50 field resources - 5 Marks 51-250 field resources - 8 Marks more than 250 resources - 10 Marks	10
5	Average annual turnover for last 3 financial years	Audited Balance Sheet	Up to 50 Crore -5 Marks 51-100 crore - 8 Marks >150 crore - 10 Marks	10
6	Years of experience in managed services to ISP/Telecom operators.	PO/contract with satisfactory performance certificate from the customer.	Upto 2 years - 5 marks 2-10 years - 8 marks above 10 years - 10 marks	10
7	Project approach presentation	Presentation on project execution approach and plan		15
	<b>Total</b>			<b>70</b>

Table 15: Technical Evaluation Criteria

Selected Bidder should make a project presentation . Bidders may require making a presentation of their business plans to KFON evaluation committee. Bidder should submit

their individual business plan in terms of strategy for business acquisition, team sizing, responsibilities, projection, investment, technology/solutions etc . Evaluation will be done by Authority & weightage will be given as per ranking of Business Plan.

The Bidders must produce documentary evidence for above all evaluation criteria.

Merit list will be prepared based on the marks obtained on evaluation criteria mentioned above and highest scorer Bidder will be empaneled as Managed Service Provider (MSP) for KFON Services

**Based in the above criteria, Technical Score ( TS) will be calculated.**

## 11.8 Evaluation of Commercial Bid

- a) Bidders should obtain minimum of 35 marks in the overall technical evaluation to qualify for opening of the Commercial Bid. The evaluation will be carried out if Commercial bid are complete and computationally correct. Authority's evaluation in this regard shall be final and binding on the Bidder.
- b) Base revenue share is not fixed as it will have to be discovered.
- c) Bidders need to quote the % of increase or decrease from the base revenue share they require to carry out the obligations under this contract.
- d) Revenue share quoted by Bidder = 8%+- percentage increase or decrease

Maximum Commercial score will be 30. Commercial score will be calculated using the below formula.

Commercial Score of Bidder A = (Revenue share % quoted by the lowest Bidder / Revenue share % quoted by the Bidder A) \*30.

Total Score = Technical Score + Commercial Score.

Bidder with highest Total Score will be declared as L1 Bidder.

- e) L1 Bidder will be awarded the project only if L1 Bidder is willing to match with the lowest revenue share quoted by the technically qualified Bidders.
- f) In the event the L1 is not willing to match the lowest revenue share quoted by the technically qualified Bidders, then L2 will be given an opportunity to match the lowest revenue share quoted and contract shall be awarded.

## 11.9 Performance Incentive

Authority will provide up to 2% to the selected Bidder of Aggregated Revenue as performance incentive to the service provider based on the SLA performance which will be defined by Authority.

## 12 Rejection Criteria

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

### 12.1 General rejection criteria

- a) Conditional Bids.
- b) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / timeduring the Tendering Process.
- c) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;Bidder shall not approach Authority's officers from the time of the proposal opening till the time the Contractis awarded.
- 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.

### 12.2 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 accordancewith the scope of work of this tender.
- g) Any other reasons mentioned in this RfP elsewhere.

### 12.3 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 shall exclude all statutory taxes and levies applicable;
- d) If there is an arithmetic discrepancy in the commercial Bid calculations, the Technical Committee shallrectify 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.

## 12.4 Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process.
- ii. Notwithstanding anything to the contrary contained in this tender, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the — Prohibited Practices) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, in regard to the tender, including consideration and evaluation of such Bidders Proposal.
- iii. Without prejudice to the rights of the Authority under Clause above and the rights and remedies which the Authority may have under the LoI or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or tender issued by the Authority during a period of < period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iv. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

## 12.5 “Corrupt practice” means

- a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of

one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

- b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Agreement, who at any time has been or is a legal, financial, or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

## 12.6 “Undesirable practice” means

- a) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing,
- b) lobbying or in any manner influencing or attempting to influence the Selection Process; or
- c) having a Conflict of Interest; and

## 12.7 “Restrictive practice” means

Forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 12.8 Conflict of Interest

The Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

- a) They have formed a cartel or consortium for bidding



- b) they have controlling shareholders in common; or
- c) they receive or have received any direct or indirect subsidy from any of them; or
- d) they have the same legal representative for purposes of this bid; or
- e) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

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## 13 Payment Schedule

- The payment cycle for the Successful Bidder would start from the date of signing of Contract or deployment of full resources as agreed whichever is later.
- The payment to be made to the Successful Bidder shall be subject to the SLAs (Service Level Agreements) to be signed by the Bidder post issuance of work order.
- Payment will be made monthly based on the revenue share percentage discovered through this RFP.
- **90% of the payment will be released based on the report generated from the billing system duly certified the competent Authority from KFON. Balance 10% will be released after the approval of financial reconciliation for the month by the Authority Finance in charge.**
- All payments shall be released after sign-off by the Authority. The Authority shall make all efforts to make the payment after 60 days (for postpaid invoices) on receipt of the MSP invoice & within 15 days (for prepaid) of the next month provided all required information's and reports are shared by MSP to the Authority for necessary evaluation.

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## 14 Termination of Agreement

Performance of the MSP will be monitored based on Service Level Agreement (SLA) at Per RfP, subject to following classifications:

(a) MSP empaneled will be given 2 months of stabilization period from the date of issue of LOI (Letter of Intent) and performance will be measured from 4<sup>th</sup> month. This is applicable for a New MSP who is onboarded as part of re-tender in case of termination of existing MSP or expiry of the contract period of current MSP.

(b) In case of the MSP who was already working as a MSP, in earlier contract, then MSP will not be eligible for stabilization period and performance will be measured from the date of issue of LOI (Letter of Intent) Termination of contract will be applicable in case of below mentioned breach of SLAs:

a. If the Monthly score is below 60% on two consecutive months, the Authority or KFON Working Committee will analyze the problem and recommend measures to improve the same.

b. If the monthly score remains below 60% for the 3<sup>rd</sup> month, then a written notice that “if the service level is immediately not improved within 1 month, then the agreement is liable to be terminated” will be issued to MSP by Authority.

c. If the score still does not improve above 60%, even in the 4<sup>th</sup> month then Termination notice will be served by Authority. The MD, KFON can give one month grace period before termination if there are exceptional reasons beyond MSP’s control.

d. Non-compliance of any of the clauses mentioned in this RFP document, KFON reserves the right to terminate the MSP agreement by giving one-month notice.

e. Authorities decision shall be final in this regard.

## 15 FORMAT FOR TECHNICAL BID COVER

To,  
Managing Director  
Kerala State Information Technology Infrastructure Limited,  
First Floor, Saankethika, PF Road,  
Pattom palace P.O  
Thiruvananthapuram  
695004Kerala

Sub: Submission of the response to the Tender No. <<tender id>>. **Request for Proposal for RFP for Selection of Managed Service Provider (MSP) for KFON.**

We, the undersigned, offer to provide services for **Request for Proposal for RFP for selection of Managed Service Provider (MSP) for KFON for Authority** in response to the request for proposal dated <insert date> and tenderreference no <> **“Request for Proposal for RFP for selection of Managed Service Provider (MSP) for KFON”**. We are hereby submitting our proposal online, which includes the pre- qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RfP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 6 months from the date of opening of the commercial bid as stipulated in the RfP.

We hereby declare that as per RfP requirement, we have not been blacklisted/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive.

Signature of Bidder .....

Place:

Name .....

Date:

## 16 FORMAT FOR COMMERCIAL BID COVER LETTER

To,

Managing Director

Kerala State Information Technology Infrastructure Limited,  
First Floor, Saankethika, PF Road,  
Pattom palace P.O  
Thiruvananthapuram 695004 Kerala

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to **Request for Proposal for RFP for selection of Managed Service Provider (MSP) for KFON**, do hereby propose to provide services as specified in the tender reference No. \_\_\_\_\_.

Price and Validity

- a. All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RfP. The validity of bid is 120 days from the date of opening of the commercial bid.
- b. We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c. 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.

Deviations: we declare that all the services shall be performed strictly in accordance with the RfP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

We had remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to Bidders included in tender documents.

Qualifying data: we confirm having submitted the information as required by you in your instruction to Bidders. 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.

Bid price: we declare that our bid price is for the entire scope of the work as specified in the RfP. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

Performance bank guarantee: we hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee. 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.

Signature of Bidder .....

Place:

Name .....

Date:

KFON

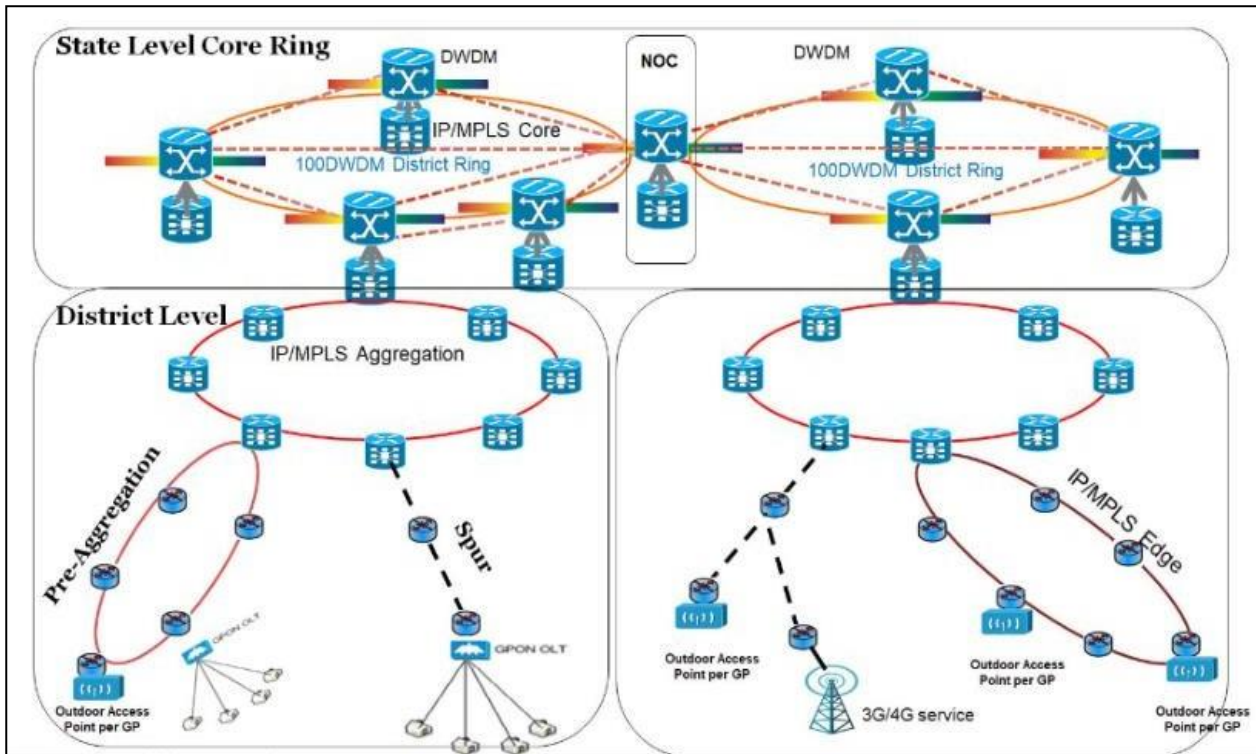
## 17 FORMAT FOR COMMERCIAL BID

SI No	Item Description	Revenue Share %
1	Base revenue share on Aggregated Revenue proposed by Authority for providing services as per the scope of work defined in the RFP (A)	8
2	Increase (+ve) of Decrease (-ve) or at par revenue share required by the Bidder. (B)	
3	Net Revenue Share quoted by the Bidder (A+B)	

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# 18 EXISTING NETWORK COMPONENTS AND CONFIGURATION



## 19 Indicative Manpower requirement

Resource Type	Location	Qty	Remarks
General Manager	Office	1	
Marketing Manager	Office	2	
District Co-ordinator's cum Marketing Staff	Field	14	One per district
Field Engineers	Field	42	3 per district
Technical Head	Office	1	
L1- Support engineers	Office		As per table 4
L-2 Engineers	Office		As per table 4
L-3 Engineers	Office		As per table 4

- The above manpower is minimum requirement and shall be dedicated exclusive to KFON project only.
- MSP to ensure Quality of Manpower deployed at each level.
- All Engineers shall possess required academic qualifications and Technical Certifications.
- Marketing Managers shall have academic qualification of MBA/Postgraduate in Marketing or relevant experience no less than 2 years.
- Additional Manpower requirement above 1 lakh customer shall be intimated by authority time-to-time. No additional payment shall be made by the Authority for the additional resources.

## 20 Annexure 1 - REPORT - Split of different charges and levies

S.N.	PARTICULARS	ACTUALS FOR THE MONTH
1	Revenue from services	
A	<b>Revenue from Pure Internet Service ( Internet Access and Content Service):</b>	
A1.	Postpaid options:	
i	Rentals	
ii	Activation Charges	
iii	Service Tax	
iv	Service charges	
v	Charges on account of any other value-added services. Supplementary Services etc.	
vi	Any other income/ miscellaneous receipt from postpaid option	
A2	Pre-paid options:	
i.	Sale of pre-paid option including full value of all components charged therein.	
ii.	Any other income/miscellaneous receipt from pre-paid options.	
B	<b>Revenue from Internet Telephony Service:</b>	
B1.	Postpaid options:	
i	Rentals	
ii	Activation Charges	
iii	Service Tax	
iv	Service charges	
v	Charges on account of any other value-added services, Supplementary Services etc.	
vi	Any other income/miscellaneous receipt from postpaid options.	
B2.	Pre-paid options:	
i.	Sale of pre-paid option including full value of all components charged therein.	
ii.	Any other income/ miscellaneous receipt from pre-paid options.	
C	<b>Revenue from any other value-added service</b>	
2	<b>Income from trading activity</b> (all including of sales tax)	
(i)	Sale of Terminal Equipment's	
(ii)	Sale of accessories etc.	
(iii)	Any other income/ miscellaneous receipt from trading activity.	
4	<b>Non-refundable deposits from subscribers</b>	

RFP for the Selection of Managed Service Provider (MSP) for KFON

5	Revenue from franchisees /resellers if any including all commissions and discounts etc. excluding the revenues.	
6	Revenue from sharing/leasing of Infrastructure	
7	Revenue from sale/ lease renting of bandwidth, links, turnkey projects etc.	
10	Revenue from other Operators on account of provisioning of interconnection	
11	Miscellaneous Revenue	

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## 21 Annexure 2 – Calculation of MSP Payment for FTTH

Revenue for MSP payment will be calculated as follows:

Step 1 : Deduct GST from the Gross Revenue.

Step 2 : Deduct DoT & OTC/refundable deposit fee from the balance of Step 1

Step 3 : Deduct Any other charges payable to any statutory agencies, sale of terminal equipment/ accessories and bad debts for the month.

Step 4 : Balance amount from step 3 will be considered as Aggregate Revenue for MSP payment.

Example:

Assume that Billing Value excluding GST is Rs 100/-

Assuming that GST is 18%, Gross Revenue including GST is Rs 118/-

Step 1: Deduct GST from Gross revenue, i.e., Rs 118 – Rs 18 = Rs 100/-

Step 2: Deduct DoT fee (assumed as 8%) from Rs 100 , i.e., Rs 100 - Rs 8 = Rs 92/-

Step 3 :Deduct any other charges payable to statutory agencies, sale of terminal equipment/ accessories and or bad debts (Assumed as 2%) Rs 92 - Rs 2= Rs 90

Step 4: Revenue considered for MSP payment will be Rs 7.2 (assuming Fixed Revenue share @ 8% )

+ performance incentive based on SLA slab achievement.

Note: GST and DoT shall be deducted based on the rates being published by statutory authorities' time to time.

## 22 Annexure 3 - Calculation of MSP Payment for ILL & Dark Fibre

For the purpose of MSP revenue share calculation, 50% of the Aggregated Revenue for the service will be considered. MSP revenue share will be calculated by multiplying Revenue share % discovered through this RFP with the 50% of Aggregated Revenue.

Example:

Assume that Billing Value excluding GST is Rs 100/-

Assuming that GST is 18%, Gross Revenue including GST is Rs 118/-

Step 1: Deduct GST from Gross revenue, i.e., Rs 118 - Rs 18 = Rs 100/-

Step 2: Deduct DoT fee (assumed as 8%) from Rs 100 , i.e., Rs 100 - Rs 8 = Rs 92/-

Step 3 :Deduct any other charges payable to statutory agencies, sale of terminal equipment/ accessories or bad debts

(Assumed as 2%) Rs 92 - Rs 2= Rs 90

Step 4: Aggregate Revenue considered for MSP payment will be Rs 36 (40% of Step 3)

Step 5: MSP payment will be Rs 3.6 (assuming Fixed Revenue share @ 8% )

+ performance incentive based on SLA slab achievement.

Revenue share for other products will be communicated before the launch of the products.

## 23 Annexure 4 - Calculation of MSP Payment for Government Institutions under M/s BEL

For the purpose of MSP revenue share calculation, 50% of the Aggregated Revenue for the service will be considered. MSP revenue share will be calculated by multiplying Revenue share % discovered through this RFP with the 50% of Aggregated Revenue.

Example:

Assume that Billing Value excluding GST is Rs 1000/-

Assuming that GST is 18%, Gross Revenue including GST is Rs 1118/-

Step 1: Deduct GST from Gross revenue, i.e., Rs 1118 - Rs 118 = Rs 1000/-

Step 2: Deduct DoT fee (assumed as 8%) from Rs 1000 , i.e., Rs 1000 - Rs 80 = Rs 920/-

Step 3 :Deduct any other charges payable to statutory agencies or bad debts  
(Assumed as 2%) Rs 920 - Rs 20= Rs 900

Step 4: Revenue considered for MSP payment will be Rs 36 (50% of 8% (assuming Fixed Revenue share @ 8% )

+ performance incentive based on SLA slab achievement.

For the purpose of revenue share calculation of Government Offices where KFON receives bulk payment , 50% of the discovered Fixed Revenue share for the service will be considered. MSP revenue share will be calculated by multiplying revenue share % discovered through this RFP with the 50% of Aggregate Revenue with maximum ceiling of Rs 1000/- per customer per month.