



**Request for Proposal  
for the  
Selection of Project Management Unit (PMU) for  
Kerala Fibre Optic Network**

Tender Ref No: KSITIL/KFON/2022-23/20

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

## **Disclaimer**

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

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

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

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

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

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

### Glossary of Terms

<b>Abbreviation</b>	<b>Description</b>
KSITIL	Kerala State IT Infrastructure Limited
KFON	Kerala Fibre Optic Network
BG	Bank Guarantee
BoQ	Bill of Quantity
DD	Demand Draft
EMD	Earnest Money Deposit
FDMS	Fibre Distribution Management System
GoI	Government of India
GoK	Government of Kerala
HDPE	High-Density Polyethylene
KIIFB	Kerala Infrastructure Investment Fund Board
LoI	Letter of Intent
MAF	Manufacturer Authorization Form
MoU	Memorandum of Understanding
MPLS	Multiprotocol Label Switching
SI	System Integrator
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tender
NOC	Network Operation Center
O&M	Operations & Maintenance
OEM	Original Equipment Manufacturer
OFC	Optical Fibre Cable
OTDR	Optical Time-Domain Reflectometer
PBH	Primary Business Hour
PLB	Permanently Lubricated
PMU	Project Management Unit
PoP	Point of Presence
PMA	Project Monitoring Agency
RCC	Reinforced Concrete Cement
RFP	Request for Proposal
RoW	Right of Way
SLA	Service Level Agreement
SoR	Schedule of Requirement
TAC	Type Approval Certificate
TEC GR	Telecommunication Engineering Center Generic Requirements
TSEC	Technical Specification Evaluation Certificate

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# 1 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 the its Managing Director
3.	<b>Bidder</b>	The use of the term “Bidder” in the Tender means the agency responding to this RFP
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, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
7.	<b>Control</b>	Control means the term “Control” as defined in section 2 (27) of the Companies Act, 2013;
8.	<b>Deliverables of the PMU</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>Go-Live</b>	The date of commencement of Operations and Maintenance phase after the successful completion of each milestone (acceptance of the milestone by the Authority);

10.	<b>Intellectual Property Rights</b>	All rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
11.	<b>Month/Week</b>	The Month shall mean calendar month & Week shall mean calendar week;
12.	<b>Parties</b>	Shall mean Authority and Bidder for the purposes of this Agreement and " <i>Party</i> " shall be interpreted accordingly;
13.	<b>Performance Security</b>	Unconditional guarantee provided by the Bidder from a Scheduled Commercial Bank/Nationalized Bank in favour of the Authority for 3% of the total Contract value;
14.	<b>Project</b>	Project shall mean implementation of Kerala Fibre Optic Network
15.	<b>Project Implementation</b>	Project Implementation as per the quality and testing standards and acceptance criteria prescribed by Authority or its nominated agencies;
16.	<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;
17.	<b>Service Level</b>	The level of service and other performance criteria which will apply to the Services delivered by the Bidder, executed as part of the Service Agreement;
18.	<b>Network System</b>	Network System shall mean implementation of Kerala Fibre Optic Network
19.	<b>Successful Bidder</b>	The Bidder who is qualified & successful in the bidding process and awarded the Contract and will be referred to as Project Management Unit (PMU);

# 1. Bidding Data Sheet

Notice Inviting Tender		
1.	<b>Name of the Tender Inviting Authority</b>	Kerala State Information Technology Infrastructure Limited (KSITIL)
2.	<b>Officer - Tender Inviting Authority</b>	Managing Director, KSITIL
3.	<b>Name of the Tender</b>	Selection of Project Management Unit (PMU) for Kerala Fibre Optic Network
4.	<b>Tender Reference Number</b>	KSITIL/KFON/2022-23/20
5.	<b>Tender Type</b>	Open Tender
6.	<b>Tender Category</b>	Services
7.	<b>Publication of Tender Document</b>	eProcurement Website of Govt of Kerala
8.	<b>Contact Person</b>	Company Secretary, KSITIL
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>	10/02/2023
13.	<b>Pre-bid Meeting</b>	14/02/2023
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 eProcurement Website of Govt of Kerala
16.	<b>Last Date of Submission of Bids</b>	Time:15 Hrs; Date : 25/02/2023
17.	<b>Opening of Technical Bids</b>	At 15:00 Hrs on 27/02/2023
18.	<b>Bid System</b>	Two stage bid 1. Prequalification and Technical bid 2. Commercial Bid
19.	<b>Tender Fee (Non - Refundable)</b>	INR 11,800/- (inc.GST); Online Payment



		through eProcurement website
21.	<b>EMD (Refundable)</b>	INR 25000/-; Online Payment through eProcurement website
22.	<b>Validity of the Bid</b>	3 months from the date of opening of price bid
23.	<b>Contract period</b>	36 months and further extendable based on mutual terms.
24.	<b>Performance Security (PS)</b>	3% of the total contract value In the form of a Bank Guarantee issued by any Nationalized / Scheduled Commercial Bank in favour of "Managing Director, Kerala State IT Infrastructure Ltd.", payable at Thiruvananthapuram. 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>	Three (3) months beyond the 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

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 on line on web site <https://etenders.kerala.gov.in/>

All the clarifications / corrigendum to the queries will be published on the above said websites.

## **2. About Kerala Fibre Optic Network**

Government of Kerala has implemented a dedicated Optical Fibre network capable of efficient service delivery, assured Quality of Service (QoS), reliability, interoperability, redundancy, security and scalability.

### **2.1 KFON Project Outcomes**

- Create a highly scalable and resilient core optical fibre network across the State and to provide non-discriminatory access to service and content providers
- Be an Infrastructure Service Provider and provide internet to households/Commercial through Service providers
- Setup an access network to connect to 30,000+ Govt. Institutions and provide infrastructure for extending the connectivity to 20 lakhs economically backward households utilizing the existing service provider network wherever available

### **2.2 Role of KFON Ltd**

1. KFON Ltd will have to partner with multiple service providers (Managed Service Providers, Last mile Network Providers, Enterprise Network Providers, Third party System providers & Process Auditors etc.) for providing seamless end connectivity to Household & Commercial connections.
2. KFON Ltd will have to maintain industry accepted Service levels and Regulatory activities to comply with DoT and take measures to mitigate Cyber Security threats.
3. KFON will have to work as a Telecom Infrastructure and Telecom service provider company of the state.
4. KFON will have to ensure robust process for best customer service management, process controls and mitigation of cyber security risks.

### **2.3 KFON Monetisation Products**

1. Government Institutions

2. Leasing of dark fiber
3. Providing Internet Leased Line (ILL)
4. Commercial connections to households - Fiber to the home (FTTH)
5. KFON WiFi
6. Co-Location of Assets in the NOC and 375 Points of Presence (POPs)
7. Others (IPTV, OTT, Cloud Hosting etc.)

### **3. Instructions to Bidders**

#### **3.1 Procurement under Kerala Fibre Optic Network**

Managing Director, Kerala State IT Infrastructure Ltd. invites bids from qualified agencies for managing of KFON Project

- 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 in the website (<https://etenders.kerala.gov.in/>) and in this document.
- c) The tender document is available on the eProcurement website of Government of Kerala <https://etenders.kerala.gov.in/>

#### **3.2 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 of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 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) Authority may cancel this public procurement 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.

#### **3.3 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.

### 3.4 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.

### 3.5 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 English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### 3.6 Pre-Bid Meeting & Clarifications

- a) The Authority, will host a Pre-Bid meeting for 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 meeting will be held on the date and venue as specified in Bidding Data Sheet. The representatives of the bidders (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 (Excel File only) on or before last date for sending pre-bid queries mentioned in Bidding Data Sheet of this document by authorized representative of the Bidder with subject line: “Kerala Fibre Optic Network PMU pre-bid query”.
- d) The queries should necessarily be submitted in the following format:

SI No	Page no.	Section No.	Content/Clause of the RFP requiring clarification	Clarification Sought

- e) Queries submitted post the deadline mentioned in the website or which do not adhere

to the above-mentioned format may not be responded to. Authority shall not be responsible for ensuring that they have received the Bidder's queries.

- f) Bidders are requested to submit the e-mail address, mobile no. of the authorized person and registered address for all communications.

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

- a) Authority shall provide timely response to the queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does 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, 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 eProcurement website of 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, Authority may, at its discretion, extend the last date for the receipt of Proposals.

## **3.7 Key Requirements of the Bid**

### **3.7.1 Tender Fees**

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

### **3.7.2 Earnest Money Deposit (EMD)**

- a) Bidders should submit the Bid Security as per Bidding Data Sheet.
- b) The Bid Security of all unsuccessful bidders will be refunded, on receipt of letter of acceptance from Successful Bidder along with security deposit.
- c) The Bid Security amount is interest free and will be refundable without any accrued

interest on it.

- d) Bid Security shall be returned to the Successful Bidder upon signing of contract and submission of Performance Security.
- e) The Bid submitted without Bid Security, mentioned above, will be summarily rejected.
- f) The Bid Security 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.

### **3.7.3 Completeness of Response**

- a) Bidders are advised to study all instructions, forms, terms, requirements, appendices, and other information in the RfP documents 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.

### **3.7.4 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.

### **3.7.5 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.

### **3.7.6 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.

### **3.7.7 Bid Validity Period**

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

### **3.7.8 Variation of Quantity**

Resources requirement mentioned in the RFP is only indicative/ approximate. Authority reserves the right to increase or decrease this requirement up to 25%. Payment shall be made against actual number of resources deployed.

## **3.8 Local Conditions**

- 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.
- 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. Authority shall not entertain any request for clarification from the Bidder regarding such local conditions.
- It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what so ever, 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.

### **3.9 Tender Opening**

Received bids will be opened at the Head Office of KSITIL on the date and time provided in the Bid data Sheet or published in the website of KSITIL. The result of bids will be published in the website of KSITIL.

### **3.10 Clarification of Bids**

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

### **3.11 Right to accept any Bid and reject any or all Bids**

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

### **3.12 Notification of Award**

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.

### **3.13 Performance Security (PS)**

As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within 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.

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

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

### **3.14 Signing of Contract**

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

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

### **3.15 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 by the Successful Bidder during Project implementation. The following documents shall be deemed to form and be read and constructed 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 PMU to the extent accepted by the Authority;

Please note that one needs to read the Master Service Agreement as a whole document; and the Annexures mentioned there-in may not correspond to the Tender Annexures. Please refer to the Interpretation Section of the Agreement for reference of the Annexures.

## **4 Evaluation Framework**

### **4.1 Two Stage Bid System**

- a) 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 website <https://etenders.kerala.gov.in/>
- b) Bidder should submit the bid as specified in the Tender Document through eProcurement portal of Government of Kerala.
- c) Technical bids will be opened as per the timeline specified in the datasheet.
- d) The rates should be quoted in the Commercial Bid (BoQ) format attached with the tender.
- e) The Authority reserves the right to accept or reject any or all the tenders without assigning any reason.
- f) 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.
- g) 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 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.

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

<p><b>Pre- Qualificatio n cum Technical Bid (Cover- 1)</b></p>	<ul style="list-style-type: none"> <li>• The Bidder shall furnish, Technical Proposal, documents establishing the Pre-Qualification and Technical qualifications, documents supporting technical proposals, proof of registered office in India, constitution of PMU, Team composition, CV of the resources, 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> <li>• Technical bid shall contain the CV or resume of the individuals proposed for the constitution of the PMU.</li> </ul>
<p><b>Commercial Bid (Cover-2)</b></p>	<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>

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

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

## **4.2 Evaluation of Proposal**

Initial Bid scrutiny will be held. Bid will be treated as non-responsive, if it is

- Not submitted in as specified in the 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 clause stipulated in the RFP
- With lesser validity period.

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.

The final score used for calculating the most responsive bid shall be calculated based on a Quality Cum Cost based (QCBS) evaluation as explained in this Annexure, following table shows the weightage to be used for calculating the total overall score of the bidders:

1. The evaluation will be in three stages i.e., Pre-Qualification, Technical Evaluation & Commercial of the proposal submitted by the bidders. The bidders will be shortlisted based on the Pre-Qualification criteria as given in this RFP document.
2. The bidders who qualify in Pre-Qualification evaluation will be eligible for opening of Technical Evaluation & also bidder should arrange for technical presentation.
3. The bidders must score a minimum of 60 marks in technical evaluation to be considered for Financial Evaluation as per the criteria.
4. The Financial Proposal of those bidders who get more than 60 marks out of a maximum of 100 marks in the Technical Evaluation shall be considered for commercial bid evaluation
5. Technical Presentation Date, Time & Venue will be informed as per the schedule.

The Qualifying Financial Proposals as per the criterion given above will be opened and

evaluated as below:

The commercial evaluation would be based on the cost of the services provided by the bidder in the commercial bid. The evaluation will be done taking the following components in to consideration.

Total evaluated bid value = X

The commercial scores will be calculated as  $F_n = F_{min} / F_b * 100$

Where,

$F_n$  - Normalized financial score of the bidder under consideration

$F_b$  - Evaluated cost for the bidder under consideration

$F_{min}$  - Minimum evaluated cost for any bidder

The overall score will be calculated as follows: -  $B_n = 0.70 * T_n + 0.30 * F_n$  Where

$B_n$  - Overall score of bidders under consideration

$T_n$  - Pre-qualification cum Technical score for the bidder under consideration

$F_n$  - Normalized financial score of the bidder under consideration

The bidder with the highest marks will be the L1 bidder.

### 4.3 Eligibility (Pre-Qualification) Criteria

The bidder must meet the eligibility criteria provided in this RFP. Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document. The bidder must also possess the technical know-how, qualified resources and tools that would be required to successfully execute the services for PMU as described in this RFP document. The bidder must also have the skill to understand the project plan submitted by the SI and as approved by KFON Ltd.

The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to proposal is open to all bidders who qualify the pre-qualification criteria as given below:

SL No	Minimum Criteria	Supporting Documents
1	The bidders shall be a registered	<ul style="list-style-type: none"> <li>▪ Certificate of Incorporation</li> </ul>

SL No	Minimum Criteria	Supporting Documents
	company/LLP in India and in operation for at least five years as on tender publishing dated.	<p>from Registrar of Companies (ROC) certificate for the Bidder.</p> <ul style="list-style-type: none"> <li>▪ PAN and GST Registration Certificate</li> </ul>
2	The bidder should have experience in at least one (1) project involving consultancy for the Implementation and establishment of Telecom/OFC network project for any Govt. or PSU organizations in India in last 5 years.	<ul style="list-style-type: none"> <li>▪ Project Completion Certification from the client for the completed projects. OR</li> <li>▪ PO / Work Order issued by client along with client letter for minimum 80% completion.</li> </ul>
3	The bidder should have a minimum annual turnover of Rs.100 Crores from Consulting Services in each of the last three financial years in each of these financial years in 2019-20, 2020-21 and 2021-22.	<ul style="list-style-type: none"> <li>▪ Auditor Certified financial statements for the Last three financial years</li> <li>▪ Chartered Accountant Certificate</li> </ul>
4	The bidder should have at least 100 Technically Qualified Professionals on their regular payrolls in the area of Telecommunications/ ICT Consultancy /Cyber Security/Project Management Consultancy as on date.	<ul style="list-style-type: none"> <li>▪ Certificate from bidders HR department in company letter head mentioning Name, qualification, Area of expertise, experience of the professional etc.</li> </ul>
5	Bidder should have ISO 9001, 27001 certifications.	<ul style="list-style-type: none"> <li>▪ Valid Certificate copy to be provided</li> </ul>
6	The bidder should have at least one registered office in Kerala. If the bidder is not having local presence, they need to open a local office within 30 days from the date of issue of LoI.	<ul style="list-style-type: none"> <li>▪ Bidder should submit GST Certificate copy for the local address or undertaking regarding opening of office.</li> </ul>
7	The bidder should not have been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their	<ul style="list-style-type: none"> <li>▪ Self-Declaration Certificate that the Bidder is not blacklisted. (Certificate to be enclosed in the bid duly</li> </ul>

SL No	Minimum Criteria	Supporting Documents
	letter head) that they have not been black listed by any of the Govt. Authority or PSUs as on bidding date. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	signed by the authorized signatory on Company Letterhead.)

#### 4.4 Technical Evaluation Criteria

Bidders who have qualified in the eligibility criteria would undergo Technical Evaluation as per the criteria as follows:

Sl No.	Technical Evaluation Parameter	Supporting Documents Required	Marks
1	Experience of projects involving Project Management of IT/Telecom projects in last five years of each project value not less than 2 Crore.	PO/Work orders/Contract clearly reflecting the quantum of the work. Project Experience citation to be provided as per format given in the Annexure	Max 20 marks 2 projects: 5 marks 3- 4 Projects :10 Marks > 4 Projects: 20 Marks
2	Experience in providing Project Management Consultancy for OFC/Telecom Network Projects of value (consultancy value) minimum 1 Crore in last five years.	<ul style="list-style-type: none"> <li>▪ Copy work order or contract</li> <li>▪ Proof of payment received</li> </ul>	Max 10 Mark Project Value >1.5 Cr: 3 Marks Project Value >2 Cr: 6 Marks Project Value >2.5 Cr: 10 Marks
3	Quality Certification for the bidder	Copy of Valid Certificate issued in the name of bidder.	Max 20 Mark 2 Certification: 10

Sl No.	Technical Evaluation Parameter	Supporting Documents Required	Marks
	1. ISO 27001 2. ISO 9001 3. ISO 2000 4. CMMI Level 5		Marks 3 Certification: 15 Marks 4 Certification: 20 Marks
4	Proposed Resources	CVs of the resources as per the template provided	Max 30 Marks
5	Technical Presentation	Presentation on proposed understanding of Scope of Work, Project Plan, Approach and methodology.	Max 20 Marks

#### 4.5 Manpower Evaluation Criteria

SL No	Position	Max Marks
1	Project Manager/ Team Lead.	10
2	Network Expert	4
3	IT Infra Expert	4
4	IT Security Expert	4
5	Project Management Consultant	3
6	Financial Consultant	3
7	Strategy Consultant	2
8	Subject Matter Expert (SME) *	
Total		30

*Note: SME position will not be considered for evaluation, hence no CV to be provided as part of the proposal.*

The number of marks to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1. General qualifications (general education, training, and experience): 20%
2. Adequacy for the Assignment (experience in the sector / similar assignments): 70%



3. Relevant experience in the region (working level fluency in local language(s) / knowledge of local culture or administrative system, government organization, etc.): 10%

Total weight: 100%

## **4.6 Rejection Criteria**

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

### **4.6.1 General rejection criteria**

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

### **4.6.2 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 accordance with the scope of work of this tender;
- g) Any other reasons mentioned in this RFP elsewhere.

### 4.6.3 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 does not include all statutory taxes and levies applicable;
- d) If there is an arithmetic discrepancy in the commercial Bid calculations, the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected;
- e) If there is discrepancy in numerical and words, prices in word shall prevail;
- f) If there is discrepancy in unit rates and total, unit rates shall prevail.

### 4.6.4 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.

**“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 persons participation or action in the Selection Process;

**“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

**“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.

#### **4.6.5 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 controlling shareholders in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. 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
- e. Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture/ consortium. This will result in the disqualification of all Bids in which it is involved; or

## **5 Scope of Work**

### **5.1 Support for Monetisation**

- Propose different monetization strategies for KFON services after studying the similar models followed by competition and other states.
- Support to Authority for selection different service providers for offering services like Dark Fibre, Managed Services, Infrastructure upgrade requirements etc.
- Conduct market analysis and competition analysis for optimal selling of KFON assets like Dark Fiber & Internet Leased Lines.
- Support MSP and other agencies for the selection of last mile service provider.
- Support for preparation tender documents, RFPs for selection different service providers, and leasing of assets for KFON.
- Support the Authority in bid process management, evaluation of proposal submitted by different bidders, and support for award of bids.
- Help Authority for Report preparations for various services offered by KFON.

### **5.2 Marketing of KFON Products & Services**

- Support Authority with required market information in deal closures for Enterprise and Retail Connectivity.
- Drive initiatives along with Authority to develop new business opportunities and tie-ups.
- Support for timely updating of Market Insights, Competitor Activity updates.
- Extend support for commercial quotation support (for enterprise customers) and pricing support to Managed Service providers and Last mile Network Providers in achieving the monthly targets.
- Support KFON service providers with adequate training on KFON Products and updates.
- Support Authority in organizing and participating in roadshows, workshops, conferences etc. to market KFON products and services.
- Under guidance of Authority, coordinate with Digital Marketing Agencies for increasing the online presence of KFON services.

### **5.3 SLA Management & Payment Recommendations**

- Contract / SLA management for Implementation Agency, PMA, Managed Service Provider, Last mile service provider, and any other service provides onboarded for

KFON.

- SI payment (material and services) shall be released after 100% quality & quantity certification by PMU, which will be further validated & approved by Authority.
- Verification and Certification of the invoices, supporting documents submitted by KFON service providers.
- Verification of KFON operation and certify the payment/revenue shares to the last mile service provider.
- Recommendation for payment and imposition of LD and Penalty if any, on the net payment to service providers., SI, PMA, MSP respectively.

## 5.4 Operations and IT Service Management Review

- Support for review and finalization of Preparation of SOPs for KFON Operation, Management and Control process. Also support in preparation of SOP, process or guidelines as when required.
- Preparation of Audit framework/ procedure and quality review mechanism for KFON operations along with mechanism for resolution of audit observations.
- Define and audit the control points for the inventory audit.
- Monitor and apprise KSITIL on the health the network, capacity utilization, scalability requirements
- Support KSITIL in capacity planning and upgrades as per the requirements
- Review of operations of KFON O&M, Monitoring process in line with ITSM frameworks.
- Review and analysis the services provided through KFON and its delivery mechanism. The review would include change management, communication plan, configuration management, availability management, service level management etc. to ensure proper process are in place.
- Review of helpdesk process and helpdesk systems managed by the Service provider.
- Sample wise call quality review, customer feedbacks and services operations review.
- Review and ensure exit readiness of different service providers in KFON, with an objective of ensuring KFON preparedness at all the time for any eventuality resulting in termination/exit of any service provider of KFON.
- Suggest KSITIL on documentations, process, procedures necessary for taking over operation from any service provider of KFON.
- Provide advisory support during the transition period of different service

providers

## 5.5 IT Security Management

- Regular (at least once in six months) security assessment (Vulnerability assessment and penetration testing, configuration review network devices) of network and devices on sample basis at least 5% active devices should be covered in each audit.
- Coordinate with SI team for closure security observations
- Assist in responding to cyber incidents
- Support for ISMS Certification for the network
- Proactively review and coordinate with SI Team to comply with leading practices pertaining to Information Security
- Coordination with external agencies (CERT-In or any other Govt. or regulatory agencies)
- Periodic review/update of IT Security polices and frameworks, risk assessment frameworks etc.
- Support for preparation of Cyber Security Policy and Cyber Crisis Management Plan.
- Cyber Security Training and awareness creations
- Preparation of advisories and IT security guidelines
- Support for procurement of IT security devices and tools as per request.
- Oversee and monitor the operation of SOC

## 5.6 Technology Advisory Support

- Monitor and report any technology obsolescence in existing system and components
- Provided recommendations on technology upgrades as and when required

## 5.7 Project Management Support & reporting

- Review the designs submitted by implementation agencies
- Review and provide user acceptance support for the implementation
- Go-Live Certification
- Issue tracking and resolution, risk identification and mitigation measures

- Review Monthly Progress Reports submitted by SI, PMA, MSP and other service providers of KFON.
- Coordination with vendors, external stakeholders
- Coordinate with internal resources and third parties/vendors for execution of projects
- Measure project performance, report and escalate to management as needed
- Perform risk assessment management to minimize/mitigate project risks
- Create and maintain comprehensive project documentation
- Change request management under the implementation
- Arrange meetings with relevant stakeholders at regular intervals and based on project specific needs
- Preparation of management process or SOP for monitoring, management and reporting of KFON implementation, acceptance or O&M operations as required.
- Drafting of tender/bid documents for selection of service providers/agencies for KFON
- Procurement and bid management support during the project execution & monetisation stage.
- Support Authority's Nodal Team for obtaining the different regulatory license for the operation & management of KFON.

## **5.8 Deliverables and Timelines**

The bidder shall be responsible to support KSITIL and KFON for ensuring timely completion of the project and support in monetisation activities as per the approved plan and flag issues to Authority proactively wherever delay is anticipated if it fails to resolve the same. The bidder shall be responsible for certifying and submitting the test results with supporting documents to Authority / for their validation and then subsequent submission to Authority. Similarly, the invoices submitted by the SI and other service providers (MSP, LNP, ENP, any other service provider) at different milestones shall be verified & certified by the bidder and submitted to Authority for validation and subsequent submission to Authority for approval. Since the funding of project is by KIIFB and GoK, it is the responsibility of the bidder to ensure that the KIIFB and GoK prescribed guidelines if any as advised by the Authority are followed & mandates are satisfied in the bills of SI certified by bidder. Bidder should assist authority for following the KIIFB mandates with regard to the project.



Bidder would be bound by stipulated time schedule and Damages, focusing on timely completion of audit and certification processes as well as the verification by Authority. Authority reserves the right to verify the reports being submitted to ascertain their accuracy.

KFON

## 6 Resources to be Deployed

PMU has to propose profiles of key resources as mentioned below and the same shall be evaluated as part of technical bid evaluation. Bidder shall submit detailed CV of the proposed team members and the same shall be evaluated as follows:

SL No.	Resource Profile	No of Resources	Deployment	Qualification	Mandatory Experience
1	<b>Project Manager/ Team Lead.</b> Age must not exceed 50 years	1	36 Months	B.E./B. Tech with MBA / Post Graduate Programme from reputed govt. Recognized institutions.	Should have an experience of 10 years or more as Project Management lead in a related technical field/ ICT project. Experience in Marketing of Telecom Products in a Telco environment involving Retail/Enterprise telecom products. Knowledge in Government legislation, audit regulations and legal obligations across Government contracts.
2	<b>Network Expert</b> Age must not exceed 40 years.	1	36 Months	B.E./B. Tech / MBA / Post Graduate Programme from reputed govt. Recognized institutions. Certification in IT/ Telecom like ITIL/ CCNA/ CCNP In-depth knowledge of networking protocols	Minimum 8 years of experience in handling NOC/Data centres of large IT / telecom networks Demonstrable expertise in server/system management. Sound knowledge of networking protocols
3	<b>IT Infra Expert</b> Age must not exceed 40 years.	1	36 Months	B.E./B. Tech / MBA / Post Graduate Programme from reputed govt. Recognized institutions. Certification in IT/ Telecom like ITIL/CCNA/CCNP	Minimum 8 years of experience in NOC/Data Centres of large IT /telecom networks projects. Demonstrable expertise in design, implementation, monitoring, management of IT infra projects. Should have experience in procurement of IT Infra Components.
4	<b>IT Security Expert</b>	1	36 Months	B.E./B. Tech / MBA / Post Graduate Programme from	Minimum 8 years of experience in IT security for large networks/Data Centres Projects.

SL No.	Resource Profile	No of Resources	Deployment	Qualification	Mandatory Experience
	Age must not exceed 40 years.			reputed govt. Recognized institutions. Certification in Cyber Security like CISSP/ CISA/ CEH/ ISO 27001 LA	Should have demonstrable expertise in network security. Sound knowledge of Security Incident and Event Management Systems (SIEM), Intrusion Detection (IDS) and Behavioural Analytics (BA) systems etc.
5	<b>Project Management Consultant</b> Age must not exceed 35 years.	1	36 Months	B.E./B. Tech / MBA / Post Graduate Programme from reputed govt. Recognized institutions.	Minimum 4 years of experience in ICT projects
6	<b>Financial Consultant</b> Age must not exceed 40 years.	1	36 Months	1. Graduate Degree in Business or commerce with First class from a recognized university on regular full-time. 2. Post-graduation in Management/ Commerce with First class from a recognized university on regular full-time.	Should have 5 years' experience in similar projects/role in government organisation.
7	<b>Strategy Consultant</b> Age must not exceed 45 years.	1	As per requirements	B.E./B. Tech with MBA / Post Graduate Programme from reputed govt. Recognized institutions.	Should have an experience of 8 years or more in public sector consulting services. Should have experience in EoDB initiatives, Investment Promotion activities, developing DPR, Project Reports, feasibility reports etc for Government Projects.
8	<b>Subject Matter Expert (SME)</b>	As per Requirement	As per requirement	B.E./B. Tech with MBA / Post Graduate Programme from reputed govt. Recognized institutions.	The subject Matter Expert should have at least 15 years' experience in the relevant field

Note :

- a. Bidder shall deploy their resources based on the shortlisted resume and authority may conduct a formal interview for the resources.
- b. The resources as proposed by the Bidder as per Resource Deployment Criteria of the Technical Evaluation Criteria must be deployed by the bidder.
- c. Except as the authority may otherwise agree in writing, no changes shall be made in the proposed resources.
- d. Notwithstanding the above, the substitution of resources during contract execution may be considered only based on the consultants written request and due to circumstances outside the reasonable control of the consultant, including but not limited to death or medical incapacity. In such case, the consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate.
- e. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- f. Bidder will deploy its resources as confirmed by the Authority.
- g. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- h. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder, in case of any travel as requested by the Authority, travel and lodging expenses will be paid on actual by KSITIL.
- i. Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by Authority to be undesirable. Such person shall not be employed again at works site without the written permission of Authority and the persons so removed shall be replaced with in a week's time by competent substitutes.
- j. Bidder should not replace the resources without prior approval from KSITIL.
- k. Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any course, authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

## Roles and Responsibilities of the Team Members

SL No.	Resource Profile	Roles and Responsibilities
1	Project Manager/ Team Lead	<ul style="list-style-type: none"> <li>▪ Develop a detailed plan along with the SI, MSP and other service support agencies to monitor and track progress of KFON activities</li> <li>▪ Manage changes to the KFON project scope, project schedule and project costs using appropriate verification techniques.</li> <li>▪ Develop a Marketing roadmap to propagate KFON services.</li> <li>▪ Guide Digital Marketing Agencies for increasing the online presence of KFON services.</li> <li>▪ Measure project performance, report and escalate to management as needed</li> <li>▪ Manage the relationship with the client and all stakeholders</li> <li>▪ Perform risk assessment management to minimize/mitigate project risks</li> <li>▪ Create and maintain comprehensive project documentation</li> <li>▪ Arrange meetings with relevant stakeholders at regular intervals and based on project specific needs</li> <li>▪ Assist in the definition of project scope and objectives, involving all relevant stakeholders and ensuring technical feasibility</li> <li>▪ Review the key deliverables w.r.t project and resources deployed.</li> <li>▪ Prepare reports and present it to the SPV management/Steering Committee regarding status of project</li> <li>▪ Act as the SPOC for all communication between the client and the SI/MSP/other service support agencies.</li> </ul>
2	Network Expert	<ul style="list-style-type: none"> <li>▪ Oversee the network implementation needs and review network system regularly</li> <li>▪ Monitor network performance and evaluate issues</li> </ul>

SL No.	Resource Profile	Roles and Responsibilities
		<p>generated</p> <ul style="list-style-type: none"> <li>▪ Analyse and interpret traffic and utilization of services running on network connections, provide recommendations on capacity planning.</li> <li>▪ Prepare documentation/functional requirements/technical specifications/budgetary estimates</li> <li>▪ Quality control and performance analysis w.r.t tests and inspections of products, services and processes for effective service delivery</li> <li>▪ Review and finalize Network Security Policy and SOPs (Standard Operating Procedures) submitted by SI</li> </ul>
3	IT Infra Expert	<ul style="list-style-type: none"> <li>▪ Oversee and monitor the implementation activities of KFON</li> <li>▪ Develop disaster recovery and backup procedures</li> <li>▪ Develop specifications and bill of materials for network infrastructure elements like servers, operating systems, storage, operational facility requirements</li> <li>▪ Monitor service levels of different service providers of KFON.</li> <li>▪ Support for verification services provided by different service providers of KFON and support for payment recommendation.</li> <li>▪ Review and monitor IT and ITSM operations and controls.</li> <li>▪ Shall Support for getting RoW Permissions from State/Central authorities</li> <li>▪ Review or preparation SOPs, process, guidelines for operation and management of KFON</li> <li>▪ Support in procurement of IT Infra Components and Services Providers required for KFON</li> </ul>
4	IT Security Expert	<ul style="list-style-type: none"> <li>▪ Security assessment of network and devices</li> <li>▪ Coordinate with SI team for closure security observations</li> <li>▪ Assist in responding to cyber incidents</li> </ul>

SL No.	Resource Profile	Roles and Responsibilities
		<ul style="list-style-type: none"> <li>▪ Support for ISMS Certification for the network</li> <li>▪ Proactively review and coordinate with SI Team to comply with leading practices pertaining to Information Security</li> <li>▪ Coordination with external agencies (CERT-In or any other Govt. or regulatory agencies)</li> <li>▪ Periodic review /update of IT Security polices and frameworks, risk assessment frameworks etc..</li> <li>▪ Support for preparation of Cyber Security Policy and Cyber Crisis Management Plan.</li> <li>▪ Support in Cyber Security Training and awareness creations</li> <li>▪ Support for preparation of advisories and IT security guidelines</li> <li>▪ Support for procurement of IT security devices and tools as per request.</li> <li>▪ Oversee and monitor the operation of SOC</li> </ul>
5	Project Management Consultant	<ul style="list-style-type: none"> <li>▪ Shall support the project manager/ experts in their area of activities</li> <li>▪ Daily coordination with SI on the progress of fiber laying and construction of PoP foundation &amp; Installation of Prefab shelters</li> <li>▪ Data gathering, technical/process documentation and technical research</li> <li>▪ Liaising with client staff/SI/PMA</li> <li>▪ Participate in the review meetings</li> </ul>
6	Financial Consultant	<ul style="list-style-type: none"> <li>▪ Verification and certification of SI, PMA, Other service providers invoices, supporting documents</li> <li>▪ Conduct financial feasibility analysis of business model</li> <li>▪ Monetization plan finalization in consultation with KSITIL Management and government.</li> <li>▪ Track &amp; follow up on vendor payment issues</li> <li>▪ Interface with KIIFB to resolve WBS and Payment related issues.</li> <li>▪ Manage Books of accounts and fixed asset</li> </ul>

SL No.	Resource Profile	Roles and Responsibilities
		capitalization. <ul style="list-style-type: none"> <li>▪ Monitor utility services payments.</li> <li>▪ Invoicing of channel partners and revenue realization</li> </ul>
7	Strategy Consultant	<ul style="list-style-type: none"> <li>▪ DPR Preparation</li> <li>▪ Feasibility studies</li> <li>▪ Any other activities as required by KSITIL/KFON</li> </ul>
8	Subject Matter Expert (SME)**	<ul style="list-style-type: none"> <li>▪ During the implementation, management &amp; monetisation of KFON, the Authority would require Specialised Advisory support in different areas (such as Expert in Telecom Policy &amp; Regulatory, 5G, Fibre, Wireless or any other specific technology experts or experts in migration/integration to specific areas). SME deployed should have specific experience in the respective area and should have 15 years' experience in the relevant area.</li> </ul>

\*\* Note - Deployment of SME will be based on request from the Authority, and minimum 1 month notice will be provided for identification & deployment of such resource.

## 6.1 Additional Resources

If during execution of the Contract, additional Experts are required to carry out the Services, the PMU shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). After evaluation client finds qualifications and experience is adequate and acceptable, client shall approve the position. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other position which require similar qualifications and experience.

## 6.2 Removal of Resources

If the Client finds that any of the resources has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a resource has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of resources is found by the KSITIL to be incompetent or incapable in discharging assigned duties, the KSITIL, specifying the grounds therefore, may request the Consultant to provide a replacement.



### **6.3 Working Hours, Overtime, Leave, etc.**

Working hours and holidays for the deployed resources shall be as per KSITIL holidays and working hours.

The resources shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave and the PMU's fees shall be deemed to cover these items.

Any leaves by the full-time resources shall be intimated to client, and PMU shall ensure that absence for leave purposes will not impact PMU Services under this RFP.

KFON

## 7 Payment Schedule

The payment cycle for the Successful Bidder would start from the date of signing of contract or deployment of resource whichever is later. The payment to be made to the Successful Bidder shall be subject to the performance of the consulting agency on the SLAs (Service Level Agreements) to be signed by the bidder post issuance of work order.

As soon as practicable after the end of each calendar month during the period of the Services, the PMU shall submit itemized invoices to the Client.

All payments shall be released after certification of deliverables/milestones by PMU and sign-off by Authority. Authority shall make all efforts to make the payment within 45 days of receipt of the invoice from the PMU.

The rate quoted by bidder shall not change during the contract period. The person month rate quoted for each the resource shall be paid on the basis of number of days deployed in the project. Monthly payment for resources shall be calculated as below;

Monthly rate for full time resources	$\frac{[No. of Calendar Days in the respective month - Leaves] \times Monthly rate Quoted}{No. of Calendar Days in the respective month}$
Monthly rate for part time resources	$\frac{[No. of working days deployed in the project \times Monthly rate Quoted]}{No. of working days in the respective calendar month}$ <p>Note: Working days shall be Kerala Govt. /KSITIL/KFON working days as agreed.</p>

Any site visits required as part of the project deployment shall be borne by KSITIL on actual basis. This should be done with prior approval from KSITIL.

## 8 Formats for Bid Submission

### 8.1 FORMAT FOR TECHNICAL BID COVER LETTER

(On Company Letter Head)

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

Sub: Submission of the response to the Tender No. <<tender id>>.for selection of Project Management Unit for Kerala Fibre Optic Network

We, the undersigned, offer to provide services for Kerala Fibre Optic Network in response to the request for proposal dated <insert date> and tender reference no <> for "Selection of PMU for Kerala Fibre Optic Network project". 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 3 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 black-listed/ 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 .....  
Name .....

Place:  
Date:

## 8.2 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 in respect of selection of Project Management Unit for Kerala Fibre Optic Network do hereby propose to provide services as specified in the tender reference No.

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### I. 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 3 months 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.

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

III. 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.

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

- v. Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.
- VI. 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.
- VII. 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.
- VIII. 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:

### 8.3 FORMAT FOR PROJECT EXPERIENCE CITATIONS

Sl. No.	Item	Bidder's Response
1	Name of Bidder entity	
2	Assignment Name	
3	Name & Address of Client	
4	Approximate Value of the Contract (in INR Crores)	
5	Duration of Assignment (months)	
6	Start Date (month/year)	
7	Completion Date (month/year)	
8	Narrative description of the project	
9	Details of Work that defines the scope relevant to the requirement	
10	Documentary Evidence attached	

## 8.4 FORMAT FOR CV OF RESOURCES PROPOSED

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	<ul style="list-style-type: none"> <li>•Degree / Diploma, College, University, Year of Passing</li> <li>•Degree / Diploma, College, University, Year of Passing</li> </ul>			
7	Summary of Key Training and Certifications	••			
8	Countries of Work Experience				
9	Language Proficiency	Lang uage	Reading	Writin g	Speakin g
10	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
Position Held:					
11	Total No. of Years of Work Experience				

12	<b>Total No. of Years of Experience for the Role proposed</b>	
13	<b>Detailed Tasks Assigned on Experts {List all deliverables/tasks which the Expert will be involved}</b>	<input type="checkbox"/> <input type="checkbox"/>
	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks :</b>	
	<b>Year:</b>	
	<b>Location:</b>	
	<b>Client:</b>	
	<b>Main project features:</b>	
	<b>Positions held:</b>	
	<b>Activities performed:</b>	
14	<b>Contact Information</b>	Email: Contact number:
15	<b>Proficiency in respective domain certified by Bidder</b>	
16	<b>Background verification certified by Bidder</b>	