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M 415665

MASTER SERVICE AGREEMENT No: 01/KFON/KSITIL/2023-24, dt: 08/05/2023

**SELECTION OF THE MANAGED SERVICE PROVIDER (MSP) FOR KERALA FIBRE OPTIC NETWORK.**

Agreement made on this the \_\_\_\_ May 2023, by and between Kerala State Information Technology Infrastructure Limited (KSITIL), Thiruvananthapuram (hereinafter referred to as 'Owner/Authority', which term shall include its successors, assigns and legal representatives) having its registered office at 01<sup>st</sup> Floor, Sankethika, PF Lane, Pattom Palace PO, Thiruvananthapuram – 695 004 represented by its Managing Director for on behalf of Kerala Fibre Optic Network Limited on the first part and M/s. SRIT India Private Limited, (hereinafter referred to as the 'MSP') having their office at # 113/1B, ITPL Main Road, Kundalahalli, Bangalore- 560037 represented by its Managing Director on the second part.

WHEREAS the Owner issued the detailed Request for Proposal in January 2023 to submit proposal for the selection of the Managed Service Provider (MSP) for Kerala Fibre Optic Network Limited, WHERE AS the MSP responded to the Request for Proposal by submitting a detailed technical and the financial proposal and based on the evaluation of the proposal, Owner has decided to entrust the MSP with Managed Service Provider for Kerala Fibre Optic Network for a period of five years and extendable to a further period of 2 years based on the performance.

AND WHEREAS the MSP submitted their offer for providing services for a fee of 10% (Ten percentage) of aggregate revenue, excluding GST. GST shall be payable extra at actual cost. Also, eligible for an additional fee up to 2% of the aggregated revenue as performance incentive (PI) based on the SLA performance, which will be defined by owner.

AND WHEREAS the owner has issued work order No. KSITIL/KFON/2023-23/7427 dated 24th March 2023 to the MSP for acting as a Managed Service Provider for Kerala Fibre Optic



**BALAKRISHNAN NAIR**  
Vendor, Vancheryoor  
Thiruvananthapuram

SRIT India Pvt. Ltd  
Bangalore 560037



06/05/2023

29 APR 2023

Network. The fee for your total services shall be 10% (Ten percentage) of aggregate revenue, excluding GST. GST shall be payable extra at actual cost. Also, eligible for an additional fee up to 2% of the aggregated revenue as performance incentive (PI) based on the SLA performance, which will be defined by owner. Aggregate revenue for MSP payment shall be calculated after removing the GST, license charges, statutory charges and bad debt portion for the month from gross revenue.

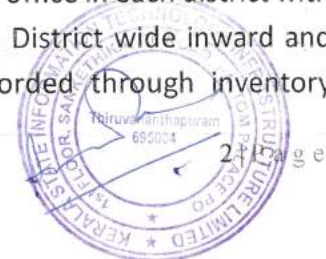
**NOW THIS AGREEMENT IS WITNESSED AS FOLLOWS:**

**1. BROAD SCOPE OF WORK:**

**1.1 IT Configuration and Integration of Services**

The MSP 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:

- 1.1. The MSP shall ensure that all transactions from customer to Authority shall be completely digital.
- 1.2. Testing with other sub-systems of KFON and manage the BNG Gateway supplied by the Authority.
- 1.3. All new and existing service provisioning for extending the KFON services shall be the responsibility of the MSP. All necessary licenses will be provided by Authority.
- 1.4. 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.
- 1.5. Install, testing, integration and manage the IPDR system supplied by the Authority. The MSP 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 Contractor (SI) to provide the IPDR logs as and when the request comes from various Regulatory authorities.
- 1.6. As and when a new enquiry comes from any of the Enterprise customers, the MSP must conduct a feasibility survey, prepare BoQ and generate proposal from the system and submit to the Authority for approval.
- 1.7. Upon receipt of the PO from the customers, the MSP 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.
- 1.8. Inventory management of the Authority supplied materials will be the responsibility of the MSP. MSP shall maintain at least one office in each district with the provision for stacking materials like OLT, ONT's etc. District wide inward and outward of the materials shall be stacked and recorded through inventory



management software. The district field engineers shall be assigned for material handling.

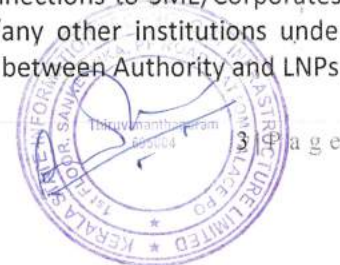
- 1.9. Promote the usage of KFON infrastructure dark fiber and POPs for exploring revenue generation.
- 1.10. Provide Technical advisory support for KFON project network expansion.
- 1.11. Providing services for already connected Government offices will be the MSP's responsibility.
- 1.12. Assist KFON for implementing various Value-Added Services.
- 1.13. Issue tracking and resolution, risk identification and mitigation measures.
- 1.14. Comply with legal requirements for provisioning of services.
- 1.15. Comply with Cyber Security rules and regulations.
- 1.16. Coordination with KFON System Integrator (M/s. BEL and its Consortium Partners) and external stakeholders.
- 1.17. Coordinate with the Authority's internal resources and third parties/vendors for execution of projects.
- 1.18. Measure services performance, report and escalate to management as needed.
- 1.19. Provide MIS and System generated reports for the calculation of business performance and Regulatory reporting.
- 1.20. Perform risk assessment management to minimize/mitigate project risks.
- 1.21. Establish and maintain relationships with third parties/vendors.
- 1.22. Create and maintain comprehensive project documentation.
- 1.23. Arrange meetings with relevant stakeholders at regular intervals and based on project specific needs.
- 1.24. The MSP will have complete access to all the System/ Infrastructure/ Software's/ Network components in consultation with Authority & SI.

## **2. DEPLOYING A SELFCARE MOBILE APP FOR END SUBSCRIBERS AND LNPS/ELNPS**

MSP should develop, deploy and maintain a selfcare mobile application in the ownership of Authority for the end subscribers as well as LNPs. Subscribers 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. MSP's 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.

## **3. MANAGING LAST MILE NETWORK PROVIDERS (LNP's)**

- 3.1. Enrolling and On-boarding the Last-mile Network Providers (LNP) identified by Authority for rolling out KFON Services to households and commercial connections to 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.



- 3.2. Support and train LNPs in promoting and marketing KFON services to Retail & Enterprises (including SME, Corporates, Government etc.)
- 3.3. Educate LNP on the design rules of KFON network that must be followed while rolling out KFON Services. For this purpose, MSP should employ adequate staff, always trained in networking skills on its rolls.
- 3.4. Educate LNPs for the completion of CAF & KYC Data with supporting documents by each of KFON Subscribers as per DOT Guidelines.
- 3.5. MSP shall ensure and take responsibility for the subscriber details that are populated in the appropriate fields and that are correct and genuine.
- 3.6. 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 Limited.
- 3.7. 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.
- 3.8. 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.
- 3.9. The authority shall procure access network equipment's/CPE/GPON for rolling out KFON Services and provide to LNP. MSP may coordinate the requirements from LNPs and distribute the CPEs to LNPs as per the quantity approved by Authority.
- 3.10. 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.
- 3.11. Initially, MSP needs to deploy 42 field resources (3 per district) and one District Co-Ordinator per district. As the number of LNP/ELNP increases, one field support resource for each 25 LNP/ELNP needs to be deployed.

#### **4. MANAGING ENTERPRISE LAST MILE NETWORK PROVIDERS (ELNP)**

- 4.1. 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.
- 4.2. 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.
- 4.3. Rectification or resolution of such a situation is an 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.
- 4.4. Support and train ELNPs in promoting and marketing KFON services to Enterprises (including SME, Corporates, Government etc.).
- 4.5. Educate ELNP on the design rules of KFON network that must be followed while rolling out KFON Services. For this purpose, MSP should employ adequate staff, always trained in networking skills on its rolls.



- 4.6. Educate ELNPs for the completion of CAF & KYC Data with supporting documents by each of KFON Subscribers as per DOT Guidelines.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. Authority shall procure access network equipment's/CPE/GPON for rolling out KFON Services and provide to ELNP. MSP may coordinate the requirements from ELNPs and distribute the CPEs to ELNPs as per the quantity approved by Authority.
- 4.11. 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.
- 4.12. Initially, MSP need to deploy 42 field resources (3 per district) and one District Co-Ordinator per district. As the number of LNP/ELNP increases, one field support resource for each 25 LNP/ELNP need to be deployed.

## 5. OSS/BSS/CRM OPERATIONS

- 5.1. The authority will maintain and host all OSS/BSS/CRM related infrastructures in KFON Data Centre. MSP shall manage LNP/ELNP networks, the billing and customer support through centrally hosted OSS/BSS/CRM IT solution. The MSP shall have full access to KFON's OSS/BSS/CRM solution required to perform its duties in this regard in consultation with Authority & SI.
- 5.2. The Authority 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. The Authority will provide the necessary seating arrangement for the MSP's Customer Care Team.
- 5.3. MSP representative will be authorized by the Authority so that he has regular access to the system.
- 5.4. The MSP Shall ensure that the access provided to the hosted OSS/BSS/CRM will be always used by authorized personnel of the MSP and the MSP should ensure that access is protected from virus, malware and unauthorized use.

## 6. RECONCILIATION OF ACCOUNTS

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

- 6.1. MSP shall advise & educate LNPs/ Customers/ ELNPs for payment through Payment Gateway, established by Authority. It is understood that MSP will support Authority for establishing Payment Gateway for collection of payments.
- 6.2. In the unlikely event of inaccessibility of payment gateway, payment through Account Payee



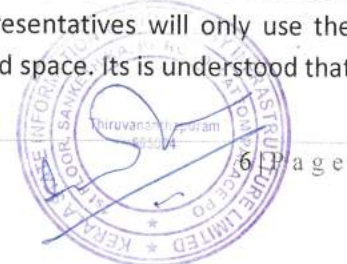
Cheque/DDs may be collected in favour of Authority and the same shall be reconciled with Authority at the end of the month.

- 6.3. No cash payment shall be allowed for any of the services rendered, security deposit or any other payment.
- 6.4. The MSP records shall undergo a periodic audit by Authority, or any third party engaged by Authority for the above aspects.
- 6.5. The MSP 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.
- 6.6. Since KFON Billing is based on fully automated billing system, the MSP 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.
- 6.7. 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 subscriber.
- 6.8. Render necessary assistance to Authority or its representatives in reconciling LNP/ELNP & Subscriber accounts on statutory matters.
- 6.9. Ensuring proper collection through constant follow-up with customers for timely monthly payments from customers will be the responsibility of MSP.
- 6.10. It is MSPs responsibility to verify the customer acquired by LCO/ELNP/LNP prior to verification by Authority.
- 6.11. For the calculation of MSP payment, revenue after removing sale of terminal equipment's and Bad debt for the month will be considered.

## **7. CUSTOMER SERVICE SUPPORT**

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

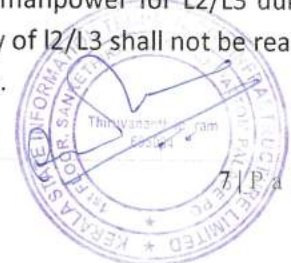
- 7.1. Any service or network issue will be first raised to the MSP and the MSP will be guided to resolve the issue.
- 7.2. Archives of session details etc. as required by the ISP policy will be maintained by MSP.
- 7.3. If Authority desires to maintain one or multiple Customer support telephone numbers for customer service, MSP shall maintain a Customer Care Team at its own cost for handling queries, complaints and for extended maintenance support to the KFON customers.
- 7.4. 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.
- 7.5. 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 purposes 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.
- 7.6. MSP 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.
- 7.7. MSP shall arrange operation of Customer Care Centre along with the requisite skilled manpower on 24 X 7 basis for KFON customers. The MSP 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). The MSP shall monitor the dockets and co-ordinate with KFON SI and ensure that the complaint is resolved at the earliest with in the stipulated SLAs.
- 7.8. The MSP shall also provide 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, MSP shall maintain skilled graduated technical manpower with, L2 support possessing CCNA/JNCIA-Junos/DC certified and L3 shall be CCNP/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.

Subscriber Base	Agents providing Level 1 Support during prime business hours	Agents providing Level 1 Support during non-prime business hours/ Government Holidays	Agents providing Level 2 Support	Agents providing Level 3 Support
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

- 7.9. The above-mentioned minimum manpower to be maintained by the MSP 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 MSP 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.



- 7.10. 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.
- 7.11. 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 MSP fail to deploy the same within agreed timelines.
- 7.12. Also, in case the agent count is insufficient to meet the customer query or complaints, MSP should immediately raise the count of staff 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)

## **8. MARKETING SUPPORT**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. MSP shall take necessary actions by way of outdoor advertisements (Kiosk, Standees, Banners, Leaflets etc.), road shows at high foot fall areas, institutions, canteens, IT 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.
- 8.5. 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.
- 8.6. 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 reports, sales





- presentation, technology partner intros to MSPs for helping them to build the KFON brand.
- 8.7. 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.
  - 8.8. 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 liasioning with Authority or its representative to meet KFON objectives.
  - 8.9. MSP shall conduct at least 2 road shows per district per Quarter in the circle of operation.
  - 8.10. MSP shall conduct at least 1 LNP/ELNP meets per quarter by covering the whole state.
  - 8.11. MSP should have an office in the allotted circle and MSP operations for the entire circle are to be managed from that office itself.
  - 8.12. 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. The MSP may carry out marketing activities, including digital marketing, internally or by outsourcing to a professional third -party agency. However, the MSP must provide the Authority with a reporting officer, point of contact, who will fully own the marketing activities. The Marketing Manager from the Authority will communicate with the MSP's Marketing point of contact. The MSP SPOC should furnish the Authority with a monthly list of marketing activities (including digital marketing) and the budget allocated for each district or location.
  - 8.13. 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.

## **9. COMPLIANCE TO LAWS**

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

- 9.1. The MSP 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.
- 9.2. MSP 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 MSP.
- 9.3. 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.
- 9.4. For any non-compliance of law related matters, penalty ceiling won't be applicable.

## **10. OTHER RESPONSIBILITIES**



- 10.1. The MSP shall be responsible for paying duties/taxes pertaining to its area of activity. The MSP shall ensure compliance to all labour laws and will be required to give a certificate.
- 10.2. MSP shall support providing all pertinent details required by the 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 MSP will be bound to support Authority and provide all necessary documentation and details.
- 10.3. 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 the Authority in this regard will be final and will be accepted by the MSP.
- 10.4. MSP shall maintain requisite skilled manpower for Customer service support (L1, L2 and L3) 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.

#### **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:

- 11.1. 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.
- 11.2. 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.
- 11.3. 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

#### **12. 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>

- 12.1. The MSP should ensure compliance to SLAs.
- 12.2. Above metrics will be measured through the CRM system and performance data will be



- visible to the MSPs.
- 12.3. MSP to provide Master CRM logins to Authority or its representatives including third party auditors to monitor the same anytime.
  - 12.4. 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.
  - 12.5. 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.
  - 12.6. Monthly Assessment & Rating System will be as per metrics defined in subsequent sheets.
  - 12.7. 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.

### 13. CUSTOMER SERVICE MANAGEMENT

Sl. No	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		
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	90%-100%	4	4
				75%-89%	3	
				60%-74%	2	
				50%-59%	1	
< 50%	0					

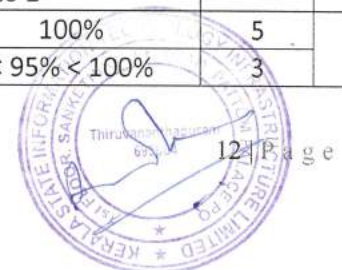


Sl. No	Area	Complaint Type	Description	Service Level	Score	Max Score
			unanswered calls made with-in an hour)			
3	Subscriber Activation		Timeframe for getting customer activated in the system (100% provisioning and service activation) after the submission/ uploading of the CAF form in the system by LNP/ELNP and verification confirmation by Authority.	100% <= 24 Hours	5	5
				98% <= 24 Hours	3	
				98% > 24 Hours	0	

- 13.1. 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.
- 13.2. Total man hours required is calculated as the product of Total manpower stipulated in this RFP and the total hours in that month.
- 13.3. 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.
- 13.4. 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.

#### 14. 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	Resolving issues/tickets of partner support which can be resolved by the 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 Provider (ENP's) support feedback	ELNP's Feedback on MSP support based on survey conducted by Authority or 3rd Party: Very satisfied: 5, Satisfactory: 4, Somewhat satisfied: 3, Not satisfied: 2, Very dissatisfied: 1	Average score > 4 up to 5	10	10	
			Average score > 3 up to 4	6		
			Average score > 2 up to 3	2		
			Average score > 1 up to 2	0		
3		Induction training given to newly appointed LNP/ ENPs. Acknowledgement from	100%	5	5	
			< 95% < 100%	3		



	Induction Training Program	concerned LNP/ELNP representative to be submitted within 7 days of LOI signing.	<=95%	0	

**14.1. 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 authority submit to the customer.	95% or more cases within 2 days	4	4
				95% cases within 3 days	3	
				95% cases above 3 days	0	
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	



SI No	Area	Type	Description	Service Level	Score	Max Score
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	

- 14.1.1. Authority shall provide basic requisite information (Name, Address, contact details, Geo co-ordinates etc) for providing the feasibility.
- 14.1.2. MSP is expected to contact the customer and collect all necessary information for completing the feasibility within stipulated time period.
- 14.1.3. MSP can prepare a feasibility template that can be given to prospective enquiry to reduce any time delay or information gap.
- 14.1.4. If a single customer is giving feasibility check for locations greater than 50, the timeline shall be given proportionate to the locations.
- 14.1.5. 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).

#### 14.2. MARKETING METRICS

SI.No	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	

- 14.2.1. Targets will be decided at the start of the month/quarter/Yearly by Authority or KFON Corporate Working Committee.



- 14.2.2. 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.

## **15. AUTHORITIES RESPONSIBILITIES**

### **15.1. 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:

- 15.1.1. Authority shall provide Network Infrastructure required to support KFON business.
- 15.1.2. Further Authority shall also augment capacity and plan a resilient network to handle KFON traffic as per business projections.
- 15.1.3. Authority shall provide sufficient upstream Internet Bandwidth and high speed MPLS capacity to feed KFON services.
- 15.1.4. Authority shall provide access to NMS/OSS tool to the Bidder to view the Network of KFON.
- 15.1.5. 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.
- 15.1.6. 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.

### **15.2. MARKETING OF KFON SERVICES:**

- 15.2.1. 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.
- 15.2.2. The authority will provide the creative inputs for brand building and campaign advertisements.

### **15.3. ACCOUNTING, RECONCILIATIONS AND SETTLEMENT:**

- 15.3.1. The 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.
- 15.3.2. Necessary reconciliation will be carried by Authority on Monthly basis.
- 15.3.3. In case of offline transactions handled by MSP, necessary reconciliation will be carried by Authority on Monthly basis based on documents provided and verification of the same.
- 15.3.4. Revenue share for postpaid connection (Including all Enterprise connections -Corporate, Government, SME, etc) shall be released after 60 days of bill generation.



#### 15.4. REVENUE SHARE

- 15.4.1. Revenue Share shall be 10% (Ten percentage) of total revenue, excluding GST. GST shall be payable extra at actual cost.
- 15.4.2. 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.
- 15.4.3. In the case of ILL & Dark Fibre, MSP revenue share calculation will be on 50% of the Aggregated Revenue for the service. MSP revenue share will be calculated by multiplying Revenue share % discovered with the 50% of Aggregated Revenue. Revenue share for other products will be communicated before the launch of the products.
- 15.4.4. In the case of Government Institutions under the scope of existing SI (M/s BEL), MSP revenue calculation will be as per Annexure 4 of RFP document.
- 15.4.5. 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.
- 15.4.6. 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.
- 15.4.7. Revenue as part of sale of Terminals/equipment's/devices will removed for Aggregate Revenue calculation.

#### 15.5. PERFORMANCE INCENTIVE FOR MSP

Sl. No	Incentive Type	Eligibility Criteria	Incentive Structure
	Performance Incentive	Selected MSP only	<p>Incentive will be 1% or 2% as per following parameters:</p> <p>1) Net Increase in no. of Subscribers 2) Net Increase in Total Revenue</p> <p>A) If the Monthly SLA Score is 60 and above and less than 80, then: a) 0.25 % of Net Increase in no. of Subscribers for that month x APRU, and b) 0.75% of Net Increase in Revenue for that month for that particular MSP</p> <p>B) If the Monthly SLA Score is 80 and above, then: a) 0.50 % of Net Increase in no. of Subscribers for that month x APRU, and b) 1.50% of Net Increase in Revenue for that month for that particular MSP</p> <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>





Sl. No	Incentive Type	Eligibility Criteria	Incentive Structure
			<p>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></p> <p>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>.</p> <p>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.</p>

#### 15.6. 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.

#### 15.7. OTHER RESPONSIBILITIES

- 15.7.1. 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.
- 15.7.2. 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.

#### 16. ROLES AND RESPONSIBILITIES OF LNPS/ ELNPS

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. Maintain customer and network support technicians to respond to trouble ticket raised by Authority or its representatives or MSP Help Desk.

#### 17. PAYMENT SCHEDULE



- 17.1. The payment cycle for the MSP would start from the date of signing of Contract or deployment of full resources as agreed and realization of revenue whichever is later.
- 17.2. 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.
- 17.3. Payment will be made on monthly basis on the percentage of revenue share as per RFP.
- 17.4. 90% of the payment will be released based on the report generated from the billing system duly certified by the competent Authority. Balance 10% will be released after the approval of financial reconciliation for the month by the Authority Finance in charge.
- 17.5. 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.

**18. TENTATIVE MANPOWER REQUIREMENT SCHEDULE.**

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 RFP table 4
L-2 Engineers	Office		As per RFP table 4
L-3 Engineers	Office		As per RFP table 4

- 18.1. The above manpower is minimum requirement and shall be dedicated exclusive to KFON project only.
- 18.2. MSP to ensure Quality of Manpower deployed at each level.
- 18.3. All Engineers shall possess the required academic qualifications and Technical Certifications.
- 18.4. Marketing Managers shall have an academic qualification of MBA/Postgraduate in Marketing or relevant experience of not less than 2 years.
- 18.5. 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.
- 18.6. MSP shall deploy their resources based on the shortlisted resume and formal interview by the Authority. MSP 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. MSP will deploy its resources as confirmed by the Authority.
- 18.7. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- 18.8. Authority shall be at liberty to object to and require the MSP 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 a person shall not be employed again at the work site without the written permission of Authority and the persons so removed shall be replaced within a week's time by competent substitutes.



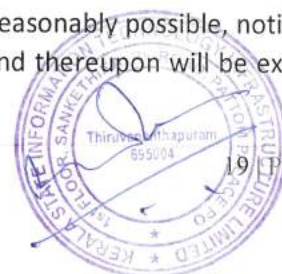
- 18.9. Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any course, the authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

## **19. Confidentiality**

- 19.1 Each Party will keep confidential all Confidential Information of the other Party, not use the other Party's Confidential Information for any purposes other than as required under this Agreement, and will ensure that its Representatives do not disclose to any person any Confidential Information of the other Party at any time, or make or authorize any public or private announcement or communication concerning the Agreement. Receiving Party will also ensure that its Representatives are provided access to Confidential Information only on a need-to-know-basis and solely for the performance of this Agreement.
- 19.2 Confidential Information will not include information (i) that is or becomes a part of the public domain through no act or omission of the other Party, or (ii) that the other Party can demonstrate by competent evidence (A) was in its lawful possession prior to the disclosure and had not been obtained by it either directly or indirectly from the disclosing Party, (B) was lawfully disclosed to it by a third party without restriction on disclosure, or (C) is independently developed by it.
- 19.3 Each Party agrees not to disclose each other's Confidential Information to any person other than those specified in the following sentence. Each Party may disclose Confidential Information only to those Representatives who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing will prevent either Party from disclosing the terms or pricing under this Agreement or orders submitted under the Service Order in any legal proceeding arising from or in connection with the Agreement.
- 19.4 Any Party may disclose Confidential Information to a Government Authority as required by law, provided, prior to such disclosure, and promptly upon receiving the disclosure request, but to the extent legally permissible, the receiving Party provides notice to the disclosing Party about such disclosure requirement and assists the disclosing Party in resisting such disclosure at the cost of the disclosing Party. Confidential Information disclosed to a Government Authority will continue to remain subject to confidentiality obligations.
- 19.5 Each Party acknowledges that a breach of this clause, may result in irreparable harm to the other for which monetary damages may not provide a sufficient remedy. Accordingly, the aggrieved Party may seek equitable relief or injunctive relief in relation to such breach.
- 19.6 The obligations under this clause shall survive the expiration or termination of this Agreement.

## **20. Force Majeure**

- 20.1 No failure or omission by a Party ("Affected Party") to carry out or to perform any of the terms or conditions of the Agreement will give the other Party a claim against the Affected Party, or be deemed a breach of the Agreement, if and to the extent that such failure or omission arises as a result or consequence of a Force Majeure Event.
- 20.2 The Affected Party will promptly, and in any case as soon as reasonably possible, notify the other Party of the nature and anticipated duration thereof and thereupon will be excused



from performing such obligation for so long as the Force Majeure Event continues and will use all reasonable endeavors to resume performance of the obligation as soon as reasonably possible.

- 20.3 If any Force Majeure Event affects the performance of obligations of any Party, such Party will make all commercially reasonable efforts to mitigate the effect of the Force Majeure event.
- 20.4 Where a Force Majeure event materially prevents a Party's performance for a continuous period of 30 days under a Service Order, they shall enter consultation to determine the next course of action.

## **21. TERMINATION of AGREEMENT:**

Performance of the MSP will be monitored based on Service Level Agreement (SLA) as Per the 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)/Work order and performance will be measured from 4th 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)/Work Order.

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 3rd 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 4th 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 Master Service Agreement /RFP document, KFON reserves the right to terminate the MSP agreement by giving one-month notice or such other term as decided by the Authority.
- e. If the authority may terminate this agreement prematurely due to any Governmental direction / policy by giving one-month notice or such other term as decided by the Authority.
- f. Authority may also terminate the MSP without assigning any reasons by giving Three-month notice or such other term as decided by the Authority.



- g. In case of termination by the MSP, the MSP shall serve a 3-month notice period to the Authority.
- h. In the event of Termination of this agreement by any of the party, MSP may comply with all the transition and handover responsibilities as stipulated in clause (11) of this agreement.
- i. Authorities decision shall be final in this regard.

## **22. Dispute Resolution Mechanism**

**22.1.** If any dispute, difference or disagreement arises in relation to implementation of the terms of this Agreement or a Service Order, including in relation to its validity, interpretation, execution, performance or termination ("Dispute"), such Dispute will be resolved in the first instance through discussions between designated senior representatives of the Parties. Where such representatives are unable to resolve the Dispute within thirty (30) days of its reference to them, then either Party may refer the Dispute to the Court of Law. Both parties hereby agrees to refer such disputes only to the courts in Thiruvananthapuram, Kerala.

## **23. Mutual Representations and Warranties.**

Each Party represents to the other Party that (a) it is duly incorporated or established under the laws of its jurisdiction and has all requisite power and authority to own and operate its business, (b) it has the full legal capacity and power to enter into, exercise its rights under and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement has been authorized by all necessary corporate and organizational actions, and (c) it has duly executed this Agreement, which forms a legal, valid and binding obligation, enforceable in accordance with its terms.

## **24. Severability.**

- 24.1 If any term of the Agreement is held by a Government Authority of competent jurisdiction to be contrary to Applicable Laws, then the remaining terms of the Agreement or the application of such provision to persons or circumstances other than those as to which it is illegal, invalid or unenforceable will not be affected thereby, and each such term of the Agreement will be valid and enforceable to the extent granted by Applicable Law.
- 24.2 If any provision of the Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification(s) as may be necessary to make it valid.
- 24.3 If an illegality, invalidity or unenforceability is so fundamental as to prevent the substantial accomplishment of the purpose of the Agreement, including where a change in Applicable Law materially impacts the ability of either Party to perform its obligations or enforce its rights under the Agreement, the Parties will promptly commence negotiations in good faith to reach agreement on how to remedy such illegality, invalidity or unenforceability.

## **25. Survival.**

25.1 The provisions of this Article, and any provisions relating to indemnity, limitation of liability, governing law, jurisdiction, arbitration, confidentiality, intellectual property rights and other provisions that by their nature survive expiry or termination, and those representations and



warranties that are required to supplement the above Articles for making them effective, will survive the expiry or termination of the Agreement or the Service Order.

## **26. No Waiver.**

- 26.1 No failure to exercise or any delay in exercising any right, power or remedy by a Party under the Agreement will operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made expressly in writing or terms of agreement.

## **27. Amendments.**

- 27.1 No amendment or variation of the Agreement is valid or binding on a Party unless made in writing and executed by the authorized representatives of both Parties.

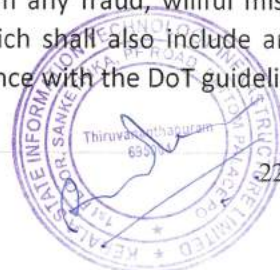
## **28. Relationship.**

- 28.1 The relationship between Authority and the MSP is that of independent contractors dealing at arm's length and nothing in the Agreement or a Service Order will constitute the Parties as Customers, joint venture or co-owners, or constitute either Party as the agent, employee or representative of the other. The Authority acknowledges that it has been appointed the service provider as an independent contractor and that nothing contained in this Agreement or the Service Order will operate to prevent the Authority from engaging its business with any other entities.

## **29. Indemnity.**

- 29.1 The parties agrees that they shall defend each other, at its own expense, indemnify and hold other, any of its Affiliates, or any of their officers, agents, directors, employees or third party harmless from and against all losses, claims for damages or any other claims of whatsoever nature, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or cause of action (collectively "liabilities") brought against or incurred by other party, any of its Affiliate, or any of their officers, agents, directors, employees or third party (including but not limited to end-users, any government body or regulatory authority etc.) for:

- I. injury to persons owing to deeds or misdeeds attributable to the other party or persons engaged by the other party, breach of this Agreement, or breach of applicable laws;
- II. loss and damage to property (tangible and intangible) caused by the other party or its respective officers, employees, representatives or agents;
- III. breach of any representation or warranty by the party or its respective officers, employees, representatives or agents;
- IV. any other liability or loss that shall have resulted from any fraud, willful misconduct, negligent act or from the default of either party, which shall also include any act or commission of franchisee, affiliate, partners in compliance with the DOT guidelines.



### 30. Intellectual property.

30.1. All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. The Parties shall not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by such other Party.

### 31. PRECEDENCE OF DOCUMENTS

This Agreement constitutes the entire documents and the following correspondences and documents related to the bid document forms part of the contract.

1. E-tender ID: 2023\_KSITI\_552486\_1
2. RPF document ref: No: KSITIL/KFON/2022-23/7184
3. Minutes of the prebid meeting held on 03<sup>rd</sup> February 2023
4. Tender submitted by you on 20th February 2023.
5. Work Order ref: No: KSITIL/KFON/2022-23/7427 dated: 24<sup>th</sup> March 2023.

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

- (a) Terms and conditions mentioned in this Master Service Agreement;
- (b) Letter of Intent/ Work order.
- (c) RPF document ref: No: KSITIL/KFON/2022-23/7184.

AS WITNESS OUR HANDS THIS ..... DAY OF MAY 2023

Signed by the said Managed Service Provider: **M/s. SRIT India Private Limited,**

  
Name: Martin P C  
Designation: Director

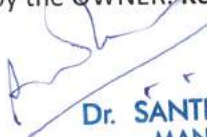


In the presence of: Kalere Gowda M E  
Designation: Sr. Executive – AdminAdmin

Signature of witness:



Signed by the OWNER: **Kerala State IT Infrastructure Limited**

  
Name:  
Designation:

**Dr. SANTHOSH BABU IAS (Retd)**  
**MANAGING DIRECTOR**  
**Kerala State IT Infrastructure Limited**



In the presence of:  
Designation:

Signature of witness:

  
**Moses Rajakumar S**  
**Project Head - KFON**  
**KSITIL**