

RFP No.: APSFL/CPE/14/13/2018, Dated 13.01.2019

Empanelment of Vendors by APSFL for Procurement of Customer Premise Equipment (CPE)

Corrigendum 02 , Dt: 25.01.2019

Bidders may please note that this corrigendum document is part of this RFP. The items listed in the corrigendum will supersede the corresponding clauses in RfP

S. No.	Section	Clause	Brief Description of the clause	Page No	Revised clause
1	Definitions	Definitions	New: Prime Bidder Definition	6	Prime Bidder / Lead Bidder: Prime Bidder shall act as Lead Partner of the consortium. As such, it shall act as the coordinator of the party's combined activities. Prime Bidder shall only lead entire Bid Process and contract negotiations with the authority.
2	3. Pre-Qualification Criteria	Sno. 3 & 4	Bidders can provide provisional balance sheet for FY-2017-18 in case audited balance sheet is not available.	16	Clause Excluded
3	3. Pre-Qualification Criteria	Sno. 1	Foreign companies can be a consortium member provided they are manufacturer/OEM of the products being supplied and provided they partner with an Local Manufacturer registered in Andhra Pradesh / Company registered in India	16	Foreign companies can be a consortium member provided they are manufacturer/OEM of the products being supplied and provided they partner with an Local Manufacturer of CPE/ Andoid Devices registered in Andhra Pradesh / Company registered in India
4	5. Technical Bid Evaluation	Important Notes:	Bidders should obtain minimum 80 out of 100 marks in the overall technical evaluation to qualify for opening of the Financial Bid.	19	Bidders should obtain minimum 70 out of 100 marks in the overall technical evaluation to qualify for opening of the Financial Bid.
5	6. Technical Bid Evaluation	6.21	New: Rejection Criteria	25	Bids which are not submitted by the Lead/Prime Bidder will be rejected.
6	7. Instructions to the Bidder	7.24	The Successful Bidder shall deliver the CPEs within 60 days from the date of first purchase order. For the subsequent work orders bidder shall deliver the CPEs within 30 days.	25	The Successful Bidder shall deliver the CPEs within 30 days from the date of first purchase order. For the subsequent work orders bidder shall deliver the CPEs within 30 days.
7	8 Annexures	8.11	New: Consortium Agreement	44	Please refer Annexure I
8	8 Annexures	7.10.4	-5°C to +60°C, 0 - 90% Relative Humidity	50	-5°C to +55°C, 0 - 90% Relative Humidity

Annexure I
DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE
CONSORTIUM

[On Non-judicial stamp paper of Indian Rupees 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of *[Date]* *[Month]* 2018 at *[Place]* among _____ (hereinafter referred to as " ") and having office at *[Address]*, India, as Party of the First Part and _____ (hereinafter referred to as " ") and having office at *[Address]*, as Party of the Second Part and _____ (hereinafter referred to as " ") and having office at *[Address]*, as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Andhra Pradesh State FiberNet Limited has issued a Request for Proposal dated *[Date]* (RFP) from the applicants interested in **Empanelment of Vendors by APSFL for Procurement of Customer Premise Equipment (CPE)**:

AND WHEREAS the parties have had discussions for formation of a consortium for bidding for the said project and have reached an understanding on the following points with respect to the parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

i. The purpose of this Agreement is to define the principles of collaboration among the parties to: Submit a response jointly to bid for the tender **“Empanelment of Vendors by APSFL for Procurement of Customer Premise Equipment (CPE)”** as a consortium.

a. Sign contract in case of award.

b. Provide and perform the supplies and services which would be ordered by the authority pursuant to the contract.

ii. This agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the authority for **“Empanelment of Vendors by APSFL for Procurement of Customer Premise Equipment (CPE)”** for and related execution works to be performed pursuant to the contract and shall not extend to any other activities.

iii. The parties shall be jointly and severally responsible and bound towards the authority for the performance of the works in accordance with the terms and conditions of the tender document, and contract.

iv. _____ (Name of party) shall act as Lead Partner of the consortium. As such, it shall act as the coordinator of the party's combined activities and shall carry out the following functions:

a. To ensure the technical, commercial and administrative co-ordination of the work package.

b. To lead the contract negotiations of the work package with the authority.

c. The lead partner is authorized to receive instructions and incur liabilities for and on behalf of all parties.

d. In case of an award, act as channel of communication between the authority and the parties to execute the Contract

v. That the parties shall carry out all the responsibilities of the project agreement.

vi. That the broad roles and the responsibilities of each party at each stage of the bidding shall be as below:

Party A: _____

Party B: _____

Party C: _____

vii. That the parties affirm that they shall implement the project in good faith and shall take all necessary steps to see the project through expeditiously.

viii. That this MoU shall be governed in accordance with the laws of India and courts in Andhra Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof, the parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part)

(Party of the second part)

(Party of the third part)

Witness:

i. _____

ii. _____