

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

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

Corrigendum 04 , Dt: 29.01.2019

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	General	General	Corrigendum2	-	Corrigendum2 stands Null and Void. (Refer Corrigendum 3 for final Changes)
2	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.
3	1.1 Key Events and Dates	Sno. 6	Last date and time for submission of proposal (Proposal Due Date) 30/01/2019 at 3:00 PM The proposal is to be submitted on www.apecurement.gov.in on e-procurement portal.	8	Last date and time for submission of proposal (Proposal Due Date) 05/02/2019 at 3:00 PM The proposal is to be submitted on www.apecurement.gov.in on e-procurement portal.
4	1.1 Key Events and Dates	Sno. 7	Date, time and location of opening of pre-qualification cum technical bids on e-procurement platform 30/01/2019at 4:00 PM Andhra Pradesh State Fibernet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520013 Web address: www.apsfl.in Email address: apsfl@ap.gov.in	8	Date, time and location of opening of pre-qualification cum technical bids on e-procurement platform 05/02/2019at 4:00 PM Andhra Pradesh State Fibernet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520013 Web address: www.apsfl.in Email address: apsfl@ap.gov.in
5	1.1 Key Events and Dates	Sno. 11	Performance Bank Guarantee: 10% of the Contract Value in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Andhra Pradesh State FiberNet Ltd, payable at Vijayawada.	8	Performance Bank Guarantee (PBG): Bidder shall submit a (PBG) for 2.5% of the total contract Value for the services to be performed under the resultant Agreement. Furthermore, the bidder shall also submit an additional 7.5% PBG against each work order/purchase order received.
6	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

7	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.
8	7. Instructions to the Bidder	7.31	<p>1. First Milestone: The payment against each work order will be made after the delivery of the ordered items at the site. If the order could not be completed within the stipulated time as per the work order, then partial payment will not be made by APSFL. After completion of full order, 30% of the total cost of ordered items will be paid by APSFL on behalf of the Purchaser in 30 days after the delivery of the items at the site, after deducting the LD, if applicable.</p> <p>2. Second Milestone: 60 % of the total cost of ordered items shall be paid after completion of QC check by APSFL.</p> <p>3. Fourth Milestone: 10% will be retained during the first-year warranty period and this amount will be returned after completion of one-year warranty period, after deducting the any SLA penalty during the first-year operation Or the 10% payment will be released after submission of Bank Guarantee for the warranty period.</p>	30	<p>1. First Milestone: The payment against each work order will be made after the delivery of the ordered items at the site. If the order could not be completed within the stipulated time as per the work order, then partial payment will not be made by APSFL. After completion of full order, 60% of the total cost of ordered items will be paid by APSFL on behalf of the Purchaser in 30 days after the delivery of the items at the site, after deducting the LD, if applicable.</p> <p>2. Second Milestone: 30 % of the total cost of ordered items shall be paid after completion of QC check by APSFL.</p> <p>3. Fourth Milestone: 10% will be retained during the first-year warranty period and this amount will be returned after completion of one-year warranty period, after deducting the any SLA penalty during the first-year operation Or the 10% payment will be released after submission of Bank Guarantee for the warranty period.</p>
9	7. Instructions to the Bidder	7.26	Empanelment Methodology	26	Please refer Annexure I to this corrigendum
10	8 Annexures	8.11	New: Consortium Agreement	44	Please refer Annexure II to this corrigendum

Annexure I

Empanelment Methodology

GO MS 22 issued by The Govt. of Andhra Pradesh is mainly for procurement of IT goods and services, giving preference to local manufacturers.

APSFL through this RFP is empanelling bidders, and as this is a framed contract, GO MS 22 may not be applicable directly. However, to keep the spirit of encouraging the local manufactures the following procedures are being adopted.

A maximum of 4 bidders will be empanelled through this RFP and the allocation methodology is as follows.

Bidder 1 (L1)	40%
Bidder 2 (L2)	20%
Bidder 3 (L3)	20%
Bidder 4 (L4)	20%

L2, L3, L4 will be considered from the eligible bidders only upon acceptance of the L1 Price.

Each of the Empanelled Vendors must ensure at least 50% of their respective total order quantity shall be fulfilled through local sourcing or manufacturing in Andhra Pradesh.

- 50% local fulfilment clause shall be considered cumulatively on total work orders of each vendor and shall not be invoked for each individual order.
- In case of “**local sourcing or manufacturing**”, the manufacturing facility should have below infrastructure:
 - ESD Facility with Air-conditioning
 - Surface Mount Technology (SMT) machines with minimum of 200K CPH.
 - Automated Optics Inspection machines
 - Wave soldering machines.
 - Box build assembly lines
 - Full Functional Testing line

The above infrastructure will be the minimum requirements for Manufacturing Customer Premise Equipment (CPE) from Complete Knock Down (CKD) level to Finished Product level – to meet the supply requirements of APSFL mandated local sourcing or manufacturing clause.

If anyone or all the bidders shortlisted deny matching the L1 price:

- The obligation of such supply will be shared proportionately as per allotment percentage to the rest of the remaining.
- In case no one are ready to match the winning price, L1 is obligated to supply the entire order quantity.

The same obligation is also applicable in case of de fault in supply by any one including L1, such order quantities shall be shared to rest of the shortlisted bidders who already agreed for matching L1 price in the order of merit.

Notes:

1. The bidders who already have Business interests with APSFL operations (i.e. Agencies who are developing / providing the software like BSS/OSS to APSFL) will not be eligible for this empanelment as conflict of business interest will arise.
2. In case Empanelled Bidder whom the order is placed with and fails to fulfil the delivery of CPEs within stipulated timelines as per the Tender, their Bank Guarantee will be forfeited, and that bidder will be blacklisted.
3. APSFL also reserves the right to:
 - a. Negotiate with the Bidder whose offer is the lowest (L1) for further reduction of price s.
 - b. Ask other bidders to match the price of L1 to declare them as the shortlisted bidders.
 - c. Ask L1 bidder to take up additional order quantity in case other shortlisted bidder(s) are unwilling to match the L1 price
 - d. Validate the financial capability and manufacturing capability before placing the order with the empanelled vendors.
 - e. Modify, reduce or increase the quantity requirements to an extent of the tendered quantity
 - f. Change the list of delivery locations from time to time based upon ground requirement

Final decision on the percentage of allotment of order quantities shall be taken by the Tender Evaluation Committee of APSFL/Authorized authority.

Annexure II

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]* 2019 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. _____