



APSFL
Andhra Pradesh State FiberNet Ltd.

REQUEST FOR PROPOSAL (RFP)

FOR

Supply, Installation and Commissioning of DWDM
Network Upgrade Equipment for AP Fiber Grid.

Ref. No. APSFL/OLA/284-2/2018, Dated 02/03/2019

Andhra Pradesh State FiberNet Limited

NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,

Vijayawada - 520013

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Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the APSFL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the APSFL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the preparation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by APSFL. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for APSFL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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. APSFL accepts no responsibility for the accuracy or otherwise for any interpretation of the law.

APSFL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

APSFL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. APSFL 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 RFP.

Issuance of this RFP does not imply that the APSFL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the RFP, APSFL reserves the right to reject all or any of the Proposals without assigning any reasons 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 which may be required by the APSFL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and APSFL 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 Proposal, regardless of the conduct or outcome of the selection process

Acronyms

APSF	Andhra Pradesh State FiberNet Limited
BG	Bank Guarantee
DD	Demand Draft
EMD	Earnest Money Deposit
GPON	Gigabit-capable Passive Optical Networks
GST	Goods and Services Tax
INR	Indian National Rupee
IPTV	Internet Protocol Television
ISP	Internet Service Provider
LCO	Local Cable Operator
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Acceptance
MSO	Multiple System Operator
MTTR	Mean Time To Repair/Replace
NOC	Network Operations Centre
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PoC	Proof of Concept
PoP	Point of Presence
PSU	Public Sector Unit
SD	Security Deposit
SLA	Service Level Agreement
SOP	Standard Operating Procedure
SPOC	Single Point of Contact
USB	Universal Serial Bus
VAT	Value Added Tax
GST	Goods and Services Tax

Definitions

- **“Agreement”** means the Agreement to be signed between the successful bidder and APSFL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- **“Authority”** refers to MD/Directors of APSFL or its nominated representatives
- **“Authorized Representative”** shall mean any person authorized by either of the parties.
- **“Bidder”** means any firm or group of firms (called consortium) offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder/ System Integrator when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the Contract shall mean the successful party with whom APSFL signs the agreement for rendering of services for implementation of this project.
- **“Contract”** is used synonymously with Agreement.
- **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or Andhra Pradesh or regulatory authority or political subdivision of government agency.
- **“LoA”** means Letter of Acceptance, which shall constitute the intention of the department to place the Purchase Order with the successful bidder.
- **“Party”** means APSFL or Bidder, individually and “Parties” mean APSFL and Bidder, collectively.
- **“Proposal / Bid”** means the Pre-Qualification and Technical Proposals submitted along with the subsequent clarifications and undertakings, if any;
- **“Request for Proposal (RFP)”** means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
- **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics and standards (Indian & International) as specified in RFP.
- **“Service Level(s)”** means the performance standards, which shall apply, to the solution design, implementation & services delivered by the Empanelled Agency.
- **“Service Centre”** The centre or place, wherein the Bidder, inter alia undertakes and performs the service activities relating to tendered items and shall include a direct service centre or authorized dealer or franchisee service centre of the bidder in 13 Districts of Andhra Pradesh:
 - Anantapur, Chittoor, East Godavari, Guntur, Kadapa, Krishna, Kurnool, Nellore, Prakasam, Srikakulam, Visakhapatnam, Vizianagaram, West Godavari.

1. Inviting Authority

Andhra Pradesh State FiberNet Limited (APSFL) invites sealed bids from the prospective bidders for Supply, Installation and Commissioning of the required DWDM solution for AP Fiber Grid. The bidders shall propose solution as per the specifications mentioned in this RFP and selected bidder(s) should support APSFL in providing reliable service delivery. Selected bidder(s) should maintain supplied items with comprehensive onsite warranty & Maintenance for a period of Five (5) years from the date of commissioning of the Equipment.

1.1 Key Events and Dates

Sl. No.	Description	Details
1.	Name of the Authority	Andhra Pradesh State FiberNet Limited
2.	Name of the Assignment	Supply, Installation and Commissioning of DWDM Network Upgrade Equipment for AP Fiber Grid.
3.	RFP Number	Ref. No. APSFL/OLA/284-2/2018, Dated 02/03/2019
4.	RFP Publishing Date	02/03/2019
5.	Last date & time for receiving queries/clarifications	On or Before 07/03/2019 at 5:00 PM
6.	Last date and time for submission of proposal (Proposal Due Date)	On or Before 18/03/2019 at 3:00 PM The proposal is to be submitted on www.apecurement.gov.in on e-procurement portal.
7.	Date and time of opening of pre-qualification cum technical bids on e-procurement platform	18/03/2019 at 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 and time of opening of financial bid	Shall intimate technically qualified agencies at a later date
9.	Bid Processing Fee (Non-refundable)	INR 1,00,000 (Rupees One Lakh Only) in the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of Andhra Pradesh State FiberNet Ltd' , payable at Vijayawada. Original DD must be submitted in APSFL office at Vijayawada before proposal due date.
10.	Bid Security / EMD (Refundable)	INR 1,00,00,000 (INR One Crore Only) 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. Original BG must be submitted in APSFL office at Vijayawada before proposal due date. Bid Security / EMD should be valid for a period of 210 days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process.
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. <ul style="list-style-type: none"> ▪ Should be valid for contract period + 3 months
12.	Warranty & Maintenance*	Comprehensive onsite warranty & Maintenance for a period of 5 year for all equipment from the date of Go-Live.
13.	For any enquiries and clarifications, please contact:	Executive Director –Technical, Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada - 520013 Web address: www.apsfl.in Email: apsfl@ap.gov.in
14.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from the Proposal due date.
15.	Method of Selection	L1

1.2 Procedure for Bid Submission

The Bidder shall submit their response through Bid submission process on e-Procurement platform at www.apecurement.gov.in by following the procedure given below:

The bidder would be required to register on the e-procurement platform www.apecurement.gov.in or <https://tender.apecurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the RFP Inviting Authority for the RFPs published in e-Procurement platform.

The bidders shall submit their Pre-Qualification cum Technical bid and Price bid online in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Pre-Qualification cum Technical bids and other certificates/documents with clear readability, in the e-Procurement web site. The bidder should sign on all the statements, documents, certificates uploaded in the e-Procurement website, owning responsibility for their correctness/authenticity.

1.3 Registration with e-Procurement platform

For registration and online bid submission bidders may contact Helpdesk on www.apecurement.gov.in or <https://tender.apecurement.gov.in>

1.4 Digital Certificate Authentication

The bidder shall authenticate the bid with the agency's Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

For obtaining Digital Certificate, you may please contact:

Andhra Pradesh Technology Services Limited, Vijayawada www.aps.gov.in/ (OR)

You may please contact any Registration Authorities of Certifying Authorities in India. The list of CAs is available in the link <https://tender.apecurement.gov.in/DigitalCertificate/signature.html>

1.5 Hard Copies

All bidders should submit below documents in hard copy Original DD towards the bid processing fee & Original BG towards EMD in APSFL office at Vijayawada before proposal due date. All the bidders shall invariably upload the scanned copies of DD in e-Procurement system and this will be the primary requirement to consider the bid responsive.

- i. APSFL shall carry out the evaluation solely based on the uploaded certificates/documents, BG towards EMD in the e-Procurement system and open the price bids of the responsive bidders only.
- ii. APSFL will notify the bidders for submission of original hardcopies of the uploaded documents if required.
- iii. APSFL will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards Document Fee/ EMD before the stipulated time.

On receipt of documents, APSFL shall ensure the genuineness of the DD towards document fee, BG towards EMD and all other certificates/documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement.

1.6 Deactivation of Bidders

Vide Ref GO Ms. No.174 – I&CAD dated 1-9-2008, if any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the RFPs on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the RFP Inviting Authority in the system. Besides this, APSFL shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the RFP process for execution of the development schemes taken up by the government. Other conditions as per RFP document are applicable.

The bidder is requested to get a confirmed acknowledgement from the RFP Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.

a) Payment of Transaction Fee:

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a prescribed non-refundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006.

b) Corpus Fund:

As per GO MS No.4, user departments shall collect 0.04% of ECV (estimated project cost) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV upto Rs.50 Crores, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and up to Rs. 10 lakhs

c) RFP Document:

The bidder is requested to download the RFP document and read all the terms and conditions mentioned in the RFP Document and seek clarification if any from the RFP Inviting Authority. Any offline bid submission clause in the RFP document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the RFP Inviting Authority from time-to-time in the e-Procurement platform. The Department calling for RFPs shall not be responsible for any claims/issues arising out of this.

d) Bid Submission Acknowledgement:

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the RFP Inviting Authority for processing the bids. The Government of AP is not responsible for incomplete bid submission by users.

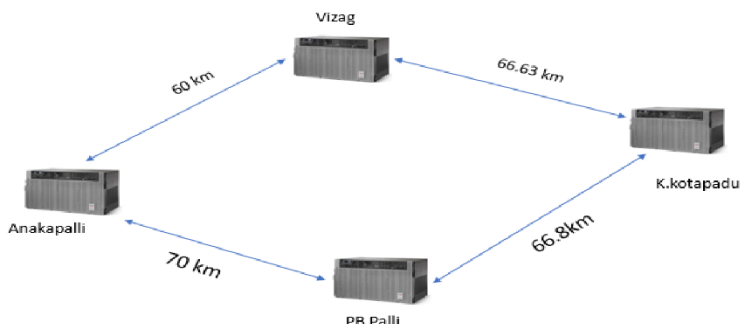
1. The bidders need to register on the electronic procurement market place of Government of Andhra Pradesh i.e., www.eprocurement.gov.in. On registration in the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.
2. While registering on the e-procurement market place, the bidders need to scan and upload the required documents as per the RFP requirements on to their profile. The e-procurement market place provides an online self-service registration facility to all such Contractors who are already registered with respective participating departments for supply of specified goods and services.
3. All the bidders shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid as responsive. The Department shall carry out the Technical bid evaluation solely based on the uploaded certificates/documents, BG towards EMD in the e-procurement system and open the price bids of the eligible and responsive bidders.
4. The bidders shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

2. Introduction

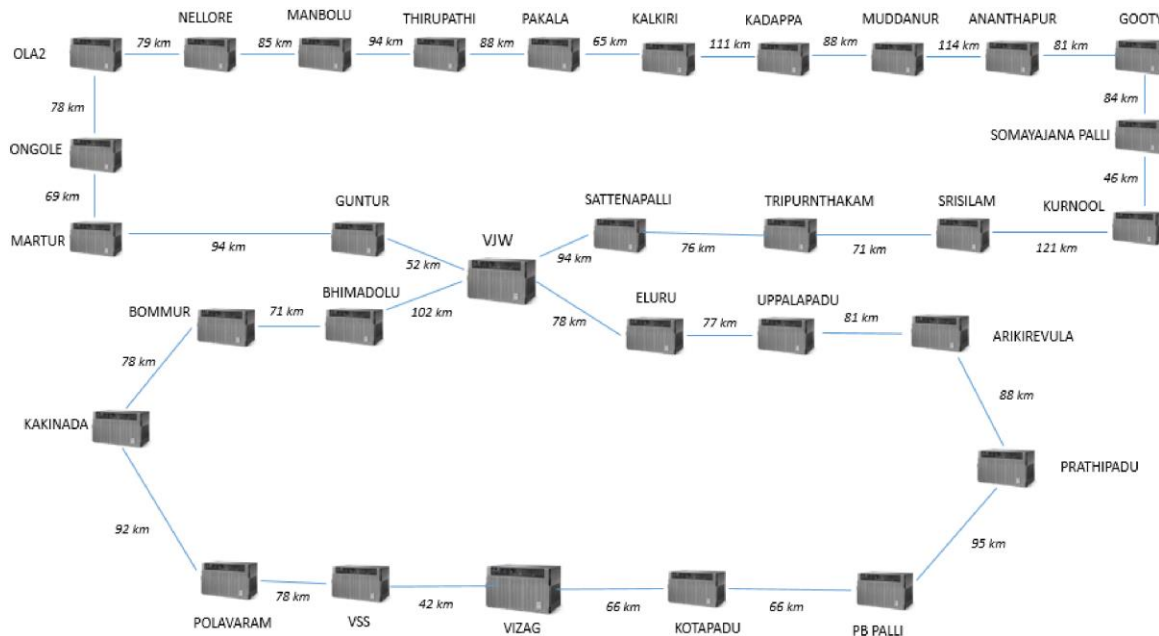
APSFL currently have a transmission network connecting all the districts to the network operations centre and all zonal to respective districts using a PSM protected ring with 100G capacity from NOC to each district and 20g capacity from district to each zonal with a 40 channel DWDM system using Cisco's NCS 2006.

Following the diagram of the current state ring and the sites in the network with indicative distances.

Each of the districts in APSFL network has its own zonal ring , these zonal rings have 4 -5 nodes in each zonal ring. Following is an indicative diagram of the zonal ring having 4 nodes and the respective distances



APSFL is planning to upgrade the transmission network to support OTN functionality in the network a 400G capacity across the state ring and upgrade the capacity in zonal rings with a 200G OTN capacity for each ring with an overlapping connectivity across the zonal rings and state ring to serve various cross district and cross zonal capacity demands



3. Scope of Work

The selected bidder shall be responsible for the supply, installation and commissioning of the required DWDM Equipment to support all the existing functionality and the new requirements which are part of this tender (or) Integrate with existing DWDM equipment and support the new requirements which are part of the network. The bidder may choose to buy back all the existing equipment and propose altogether a completely new solution also with a clear plan of the rollout strategy to have minimal service impact to the live services.

The selected bidder shall also carry out operation, support and Maintenance of Supplied equipment for a period of five years from the date of Go-live. Therefore, the bidder is advised to procure sufficient spares to maintain the up time.

The network shall be deployed over existing aerial fibre network of APSFL and designed to cater to all the running services along with the new services which are part of this RFP.

3.1 Functional Requirement.

The bidder solution should make sure that each district is equipped with a dedicated capacity of at least 200G running across the two DCs in Vizag and Amaravathi.

The bidder solution should make sure that at least 400G of OTN capacity is factored in for any district to any district communication in the state ring and there should be possibility to make use of the same for the inter zonal OTN traffic across districts.

The bidder solution should have at least 200G of OTN capacity for any zonal to any zonal communication within one zonal ring with at least two alternate paths from each zonal to adjacent zonal rings of other districts

The bidder solution should have capability to run services from any zonal to any other zonal in another district anywhere across the state at optical level.

The bidder solution should have inline OTDR functionality in every node with integration with the fault management functionalities of node.

The bidder solution should be built with WSON/ASON to provide the maximum protection for the services by making using of any of the available fibre paths to protect the traffic.

Bidders can reuse the existing NCS 2006 chassis in the APSFL network. or bidder may propose extra chassis for supporting the requirements or can propose completely different chassis in addition to the existing ones or completely provide a new vendor solution all together meeting all the existing and the new requirements mentioned as part of this RFP

The bidder solution should have to factor in all the software, licenses and hardware (including the client cards) required to support capacity at the DHQs, DCs and Zonals.

The bidder solution should make sure that at OEM takes the ownership of end-to-end implementation of the solution by engaging their services team.

The bidder should consider all the costs associated with redesigning, planning optimizing the existing service design and implementation and integrations with the existing APSFL network.

Supply, Installation and Commissioning of the required DWDM for AP Fiber Grid.

The bidder solution should make sure that at OEM deploys 1 Network planner and 3 Network engineers during maintenance and support period at APSFL premises for handling all the updates and changes in the network.

The bidder should provide comprehensive network and services design and the necessary tools for planning and managing the services in the network and to monitor the service quality also..

3.2 Technical Requirements

3.2.1 General Requirements

1. Network shall be intended to design and implemented in such a manner that it can maintain 99.999% network availability, based on physical transport media availability.
2. Proposed Network shall be scalable as per future requirement at Core Layer (DHQ to NOC DC&DR).
3. The equipment shall be fully compliant with ITU-T G.709 and ITU-T G.798.
4. The equipment should implement synchronous multiplexing at ODUk/VC level and Ethernet synchronous.
5. The NMS of the equipment should be web based and must support OTN, DWDM transmission equipment.
6. The equipment should support the implementation of GMPLS (RFC 3945) and ASON (ITU-T G.8080).
7. Wavelength Grid and DWDM/OTN system should be as defined in ITU-T recommendation G.694.1, G.694.2.
8. It shall support fiber fault monitor by in line or embedded OTDR without any additional instrument.
9. It shall support online measure length and loss of fiber, it must not affect the service when measuring.
10. The supplier shall provide common parts of the chassis are redundant i.e. power supply redundancy, switch fabric redundancy (if any), shelf-controller redundancy and hitless switchover and hitless forwarding.
11. Network shall support insertion, replacement and removal of modules whilst the equipment is powered up without affecting traffic and / or damaging any module.
12. Equipment shall be based on modular chassis architectures, any service cards in any slots.
13. The supplier equipment shall provide indications on each individual module to indicate a failure of the module. The equipment shall also have an alarm display showing at least major and minor summary alarms.
14. Redundancy shall be available at board level, port level within the same multi-port line card.
15. The line interfaces should support the tuning of the carrier frequency or pluggable optical module on all the working channels defined in ITU-T Recommendation G.694.1.
16. SDH/OTN/Packet traffic should be aggregated into the same lambda after timeslot adaption to different ODUk channel and ODUk multiplexing.
17. The solution shall support 400g transmissions over G.652, G.653 and G.655 LEAF fibre.
18. The Proposed equipment must follow the guidelines of ETSI standards.
19. The Supplier shall state their compliance with regards to:
 - IEC 60825 (Optical Safety):
 - ETSI 300-019-2-3 (Climatic):
 - ETSI 300-019-2-2 (Transport):
 - ETSI 300-019-2-1 (Storage):
 - IEC 60950 Safety of Information Technology equipment
 - EN 300-386-2000 Electromagnetic compatibility and Radio spectrum Matters (ERM), telecommunication network equipment, EMC requirements.
 - ETS 300-753 Acoustic noise emitted by telecommunications equipment.
20. 100G Span Budget - The system shall be able to support mixed operation of 10G/100G line rates sharing the same mux/de-mux hardware as well as be upgradeable in service (without traffic interruption) to carry 100 Gbit/s channels.
21. The offered equipment shall support other service, such as STM-1/4/16, GE/FE, FC, FICON, ESCON, FDDI, SDI accessed by one tributary card, multiplexed into OTU2 / OTU4. The offered system shall support any-rate services such as STM64/OTU-2/10GbE, STM-1/4/16, GE/FE, FC, FICON, ESCON, FDDI, multiplexed into one OTU 2 / OTU4 channel.
22. The 100G line card shall support any mixture of ODUk (K=0,1,2,2e,3,4) granular multiplexing into ODU4.

23. The offered system shall support built-in OSNR, CD, PMD and optical monitoring for 100G channel (for example, power).
24. For the 100G OTN switch function, traffic should be groomed either by cross connection cards/cross connect on OTN card, and backplane, should not by bridge/auxiliary cards or external pigtails.
25. The network shall support mapping 10GE LAN PHY to ODU2/4.
26. The network shall support the clock transparency to Synchronous Ethernet PHY (SyncE) GE interfaces.
27. The equipment shall also support the Ethernet service L2 aggregation of FE/GE/10GE/100GE, and then mapped into ODUk(k=0,1,2,3,4,flex) to save the bandwidth

3.2.2 Grooming/Switching Requirements

1. The supplier shall detail the capacity of the integrated OTN switch, its granularity, and types of supported OTN tributary /lines cards (O-E-O) used for sub-lambda grooming and aggregation as well as their tune ability support.
2. The Equipment should support 6 level of TCM for transmission quality monitoring and fault locating.
3. The sub-wavelength cross connect fabric shall be based on ODUk(k=0,1,2,flex).
4. SDH/OTN/Packet traffic should be aggregated into the same lambda after timeslot adaption to different ODUk channel and ODUk multiplexing.
5. Solution shall support STM-1, STM-4, STM-16, STM-64 ports should be structured in VC-4 based on ITU-T G.707 recommendation.
6. Equipment shall support STM-64 interfaces with ITU-T G.691 recommendation.
7. Solution shall support STM-1 optical ports with removable SFP modules based on ITU-T G.957 recommendation.
8. Solution shall support STM-4 optical ports with removable SFP modules based on ITU-T G.957 recommendation.
9. Solution shall support STM-1/4 optical ports configurable with removable SFP modules based on ITU-T G.957 recommendation.
10. Solution shall support STM-16 optical ports with SFP modules based on ITU-T G.957 recommendation

3.2.3 Service Requirements

1. The equipment shall support L2 electrical layer switching based on VLAN and MAC Address.
2. The equipment should comply to CE2.0 for E-LINE (EPL and EVPL).
3. The equipment should comply to CE2.0 for E-LAN (EP-LAN and EVP-LAN).
4. The equipment should comply to CE2.0 for E-TREE (EP-Tree, EVP-Tree)
5. The equipment should comply to CE2.0 for E-ACCESS (Access EPL, Access EVPL)
6. A Port can be configured to support service multiplexing (VLAN based). Precise the segregation fields (E.g. @C-VLAN, S-VLAN....).
7. EVPL service shall support C-VLAN ID preservation/translation.
8. The equipment must support flexible VLAN tag handling (inner/outer pop, push, swap, pop-swap, push-swap, swap-swap)
9. Multicast service with IGMP Snooping v3 should be supported.
10. The supplier shall detail end to end QOS for L2 switch including CAR, COS, 802.1q tag-based traffic
11. The equipment shall support the Ethernet service aggregation from GE to 10GE/100GE, 10GE, 100GE.
12. The equipment can support packet frame with 9600 bytes (Jumbo frame).
13. The equipment should support RMON.
14. The equipment shall support Ethernet mapping into ODUk/Lambda/Packet.
15. The equipment shall support mapping packet frames, VCs and other service carried by OTN to different sub-wavelength in one lambda.

16. The NMS system should support end-to-end Ethernet service provisioning. The service types must include EPL, EVPL, EPLAN, EVPLAN, both end service type may be different.
17. The NMS system should support end-to-end Ethernet service troubleshooting.

3.2.4 Protection Requirements

1. The Proposed Network design shall describe in detail (with diagrams) the available network level protection schemes at the optical layer (OMS, OCh) with regards to 1+1 SNC protection and 1+1 optical line protection detailing the modules used to achieve such a protection, the switching criteria, the protection range (i.e. OTU traffic module, OCh, line fiber) as well as the protection switching times.
2. The network design shall describe detailed protection schemes and switching times for a ring or meshed structure considering data traffic as a client interface. Moreover the design shall indicate if any of those modules are single points of failures (for example if the working and protection Transponder pair can be housed in different sub-racks).
3. The system must support ODUk SNC/N and SNC/I protection.
4. For the ODUk SNC 1+1 protection, it should be possible to configure a hold-off timer as specified in ITU-T Rec. G.798.
5. The equipment should support ODUk network restoration.
6. The equipment should implement OCh protection switching mechanisms.
7. Network shall be available and switch as per the ITU T standard until fiber path is available.
8. The equipment shall support WSON / ASON from day one with all required software and hardware

3.2.5 Ethernet L2 Feature Requirements

1. The solution shall support LAG (Link Aggregation Group) which can protect port with LACP (Link Aggregation Control Protocol) applied for.
2. The solution shall support DLAG (Distributed Link Aggregation Group) which can protect inter-board port with LACP (Link Aggregation Control Protocol) applied.
3. The transmission system shall give alarm or indication to router/switch to stop transmission/packet forwarding on FE/GE/10GE/100GE ports of transmission Ethernet card, if there is link down between transmission media due to fiber cut or some fault.
5. Linear protection bi-directional switching in 1:1 architecture must be supported.
6. Automatic switchover between working and protecting and vice versa shall be executed less than 50 ms.
7. LSP and PW protection must be provided.
8. Revertive operation must be provided.
9. Non-revertive operation must be provided.
10. Lockout of protection forced switch and manual switch commands shall be supported.
11. The equipment should have the fault notification function in order to notify the external terminal equipment connecting to downstream system of fault occurred on the Network.
12. Performing link-down or optical signal shutdown at the port accommodating a UNI logical immediately.

3.2.6 Switching Fabric Requirements

1. The equipment will be equipped with one centralized fabric that performs connections at ODUk(=0, 1, 2, 3, 4, flex) level.
2. The switching fabric should be strictly non-blocking for all the implemented cross connections.
3. The switching fabric should be hot backup.
4. The equipment control and communication unit should be hot backup.
5. The switching fabric should be able to make cross connections driven by EMS/NMS, control plane and resilient mechanisms.
6. The switching capacity currently available should not be less than 3T in the backbone network.

7. The equipment shall provide an OCh switching fabric.
8. The OCh switching fabric should be strictly non-blocking for all implemented types of cross-connections.
9. The OCh switching fabric should be able to make cross connections driven by EMS/NMS, control plane and resilient mechanisms.
10. The OCh switching should support Directionless and Colour less configuration and the vendor should depict the configuration with schematic diagram.

3.2.7 Synchronization Requirements

1. The equipment must support clock recovery from STM-1/4/16/64 interface.
2. The equipment must support clock recovery from GE(GFP-T)/GE/10GE LAN/40GE/100GE interface.
3. The equipment shall support at least two 2MHz interface for external synchronization input and output in conformity with G.703 and G.704 recommendations.
4. The equipment shall support at least two 2Mbit/s interface for external synchronization input and output in conformity with G.703 and G.704 recommendations.
5. The equipment shall support at least two inputs & outputs interfaces for IEEE 1588V2, please indicate the detail of time synchronization including electrical specification, networking, etc.

3.2.8 WSON/ASON Requirements

1. ASON/WSON should support the peer mode or overlay mode.
2. ASON/WSON should support the 96ch system.
3. ASON/GMPLS should support the E-NNI.
4. ASON/GMPLS should support the I-NNI
5. The ODUk electrical-layer ASON/Optical layer WSON supports different kind of services so that Purchaser can get 99.999% network availability till fiber path is available

3.2.9 Network Management Requirements

1. The proposed network management should support end to end automated service provisioning, monitoring control of all the network elements that are supplied as part of this RFP
2. The proposed NMS should have open integration interfaces on both southbound and northbound to integrate with external OSS/BSS and other provisioning systems. REST API is the bare minimum integration that should be supported.
3. The NMS solution should be a web based application which should be scalable to support at least 500 DWDM and OTN network elements. The bidder has to factor in all the hardware and licensing costs associated for supporting the same.
4. The NMS solution should support comprehensive Fault and Performance management functionalities with the fault status visible on the topology views of NMS
5. The supplier shall describe the support for equipment monitoring with regards to analogue monitoring (for example, frequency/power/OSNR per channel) for 10G/100G/200G system, error monitoring (i.e. Pre-FEC , Post FEC alarms, Degraded BER, Excessive BER, etc), Loopbacks (client/WDM side) and alarms, generated after reaching different FEC correction thresholds.
6. The Equipments shall support performance monitoring (as applicable to its offered 10G/40G/100G Transponder /Muxponders), with regards to the following layers:

OCh layer (ODUk/OTUk) with particular reference to post FEC error detection and Tandem connection monitoring (TCM) support.

Data layer with particular reference to:

- 8B/10B violation counters.

- Ethernet performance counts according to RFC 2819 (RMON) as snapshots.
- Historic performance log [Current and history counters (15m/24H)].
- Ethernet performance alarms.
- Built-in Optical Spectrum Analyzer solution.
- The proposed equipment should support rerouting based on latency.
- The Equipment shall support built-in automatic alarm when fiber degrade, include connector, splice point.
- The equipment shall support in-built E2E 10G/100G/200G OSNR report , monitor and optimization automatically in-service which will not cause the interruption of service and the OSNR monitoring precision shall be within +/-1dB.
- The equipment proposed shall support E2E service latency measurement.

3.3 Interface Requirements

The equipment shall provide following services:

3.3.1 TDM :

- STM-1/OC-3 : ITU-T G.957 I-1.1 , L-1.1, L-1.2
- STM-4/OC-12: ITU-T G.957 S-4.1 , L-4.1, L-4.2
- STM-16/OC-48:ITU-T G.957 I-16 , S-16.1,L-16.1, L-16.2
- STM-64/OC-192:ITU-T G.691 I-64.1, S-64.2b

3.3.2 Gigabit Ethernet:

- IEEE802.3z 1000Base-SX, 1000Base-LX, 1000Base-ZX, 1000Base-T
- 10Gigabit Ethernet :
- IEEE802.3ae 10GBase-SR , 10GBase-LR, 10GBase-ER, 10GBase-ZR
- 100Gigabit Ethernet LAN PHY (100GBASE-R) :
- IEEE802.3ba 100GBase-LR4

3.3.3 OTN:

The following standards should be supported:

- OTU1
- ITU-T G.709 OTU2
- ITU-T OTU2/G.Sup43 OTU2e (Configurable)
- ITU-T G.709 OTU3
- ITU-T G.709 OTU4
- ITU-T G.709 OTU2C

4. Pre-Qualification Criteria

The prospective bidders must satisfy the following eligibility criteria for submission of their bids and provide supporting documents as proof of eligibility.

S. No.	Prequalification Criteria	Documentary Proof to be submitted
1.	<p>The Bidder/consortium members should be a Company registered in India under the Indian Companies Act 1956/2013 or a Registered Partnership Firm or a Sole Proprietary Firm or LLP and should be in business for 3 FYs by the time of submission of the Bid.</p> <ul style="list-style-type: none"> Foreign companies can be a consortium member provided they are manufacturer/OEM of the products being supplied. 	<ul style="list-style-type: none"> In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation. In case the Bidder is Registered Partnership Company / Firm, they should produce the copy of Registered Partnership Deed. In case the Bidder is a Sole Proprietary Firm, they should produce the copy of valid Tax Registration Certificate(s) Registration certificate under equivalent law abroad for foreign company A notarized or registered agreement between the Consortium members mentioning the details of Lead member and other consortium members and outline the financial strengths, technical strengths and the role and responsibility of each of the members of the consortium.
2.	<p>The Bidder/ any consortium member should have at least 3 Financial Years of existence in manufacturing or supply of Equipment or similar products as on date of submission of RFP.</p>	<ul style="list-style-type: none"> Copy of Purchase Orders/client certificate should be submitted. In the case of authorized distributor/dealer, a Letter of Authorization from the OEM/manufacturer. In the case of OEM, the documentary proof for manufacturing the products.
3.	<p>The Bidder/Consortium should have Cumulative Annual Turnover of INR 100 Crores and above in last Three audited financial years.</p> <p>In case of Consortium the prime bidder should contribute at least 50% of the turnover.</p>	<p>Copies of the Audited Balance sheets and Profit and Loss Accounts for the last 3 audited financial years (FY 15-16, FY 16-17 & FY 17-18)</p> <p>The Companies can provide Provisional Balance sheet for the year 2017-18 in case the Audited Balance Sheets are not available.</p>
4.	<p>Bidder / Consortium (all partners) should have positive net worth for the last 2 audited financial years.</p>	<p>Certificate from the Statutory Auditor or Practising Chartered Accountant for having positive net worth for the last 2 successive audited financial years (FY 16-17 & FY 17-18)</p>
5.	<p>The Bidder / Consortium should have valid GST registration in India</p>	<p>Certified copy of valid GST registration certificates issued by competent authority in India. In case of consortium, this is applicable for all Indian members.</p>
6.	<p>The Bidder / Consortium should have ISO 9001 & ISO 27001</p>	<p>Certified copy of ISO Certificates</p>
7.	<p>Power of Attorney / Board Resolution</p>	<p>Power of Attorney/Board Resolution authorizing the Tender Signing Authority</p>

S. No.	Prequalification Criteria	Documentary Proof to be submitted
8.	The Bidder / Consortium should not have been blacklisted by any Govt or PSU in India as on the date of bid submission	Self-declaration by the bidder duly signed by the authorized signatory
9.	Technical compliance for the minimum specifications provided in scope of work	<ul style="list-style-type: none"> The bidder shall submit all the Data sheets, technical leaflets , technical literature , product certifications etc. to confirm the technical compliance. The OEM should submit the compliance confirmation for each parameter in their letterhead and also MAF If there is any deviation, the deviation with justification should be spelt out.
10.	Existing service centres of OEM/ Authorized Distributors or Dealers in Andhra Pradesh	<ul style="list-style-type: none"> Should have at least one service centre in AP or Undertaking to establish the same within the timelines stipulated by APSFL. Self-certified declaration and address proof of service centres to be submitted.
11.	OEM should have experience in at least 5 similar service provider projects involving at least 100 DWDM/OTN node deployments.	<ul style="list-style-type: none"> Copy of purchase orders

Note: In case of consortium, all correspondence related to this project shall be done with /through the lead member. Consortium cannot be more than two members.

5. Technical Bid Evaluation

Sl. No.	Technical Criteria	Documentary Proof to be submitted	Compliance	Max Marks
1.	Cumulative Annual Turnover in last Three audited financial years. (FY 15-16, FY 16-17 & FY 17-18)	Copies of the Audited Balance sheets and Profit and Loss account	\geq INR 100 Cr. & \leq INR 120 Cr.	10
			$>$ INR 120 Cr. & \leq INR 140 Cr.	15
			$>$ INR 150 Cr.	20
2.	Positive net worth for the last 2 audited financial years.	Certificate from the Statutory Auditor / Practising Chartered Accountant for having positive net worth for the last 2 successive audited financial years (2016-17 & 2017-18)	100% for 2 Years	5
3.	Approach and methodology	<ul style="list-style-type: none"> Solution considering the existing APSFL Network. Approach and methodology of implementation and integration to the existing network. 	100%	20
4.	OEM should have 5 years of experience relating to DWDM/OTN nodes in Service provider projects.	Copies of Purchase orders / Work Orders. Client certificate should be submitted.	Yes	10
5.	OEM should have experience of supplying, commissioning and providing support services for at least 100 Nos. DWDM nodes in last 3 years.	Copy of purchase orders / client certificate should be submitted.	\geq 100 Nos & \leq 150 Nos	5
			\geq 150 Nos & \leq 200 Nos	10
			\geq 200 Nos	15
6.	Technical compliance to Equipment specifications	<p>The bidder shall submit all the Data sheets , technical leaflets , technical literature , product certifications etc. to confirm the technical compliance.</p> <p>The OEM should submit the compliance confirmation for each parameter for Equipment in letterhead.</p> <p>If there is any deviation, the deviation should be spelt out by the bidder in the OEM letter head.</p>	Mandatory Compliance. Marking Schema: <ul style="list-style-type: none"> Compliance with RFP specifications (decision of technical committee shall be final in award of full marks) 	20
7.	The Bidder / Consortium should have ISO 9001 & ISO 27001	Certified copy of ISO Certificates		10

Important Notes:

- Bidders should obtain **minimum 70 out of 100 marks** in the overall technical evaluation to qualify for opening of the Financial Bid.
- In case, none of the bidder achieves the min. qualifying marks, the Technical Evaluation Committee may revise the min. qualification marks as per the case in the interest of this RFP. The Technical Evaluation Committee's decision in this regard shall be final and binding on the Bidder.
- Bidders should submit necessary proofs towards experience claimed such as work orders / work completion certificates from clients/certificate from Auditors etc. as required by APSFL.
- APSFL may ask Bidder(s) for additional information to verify claims made in Bid documentation from already submitted Proposals at any point of time before announcement of final results.

- A Technical Committee will examine the Technical Bids against the Prequalification Criteria and Technical Criteria given in the Tender document and all other terms & conditions in the tender. The evaluation will be conducted based on the support documents submitted by the Bidders.

7. Instructions to the Bidder

7.1 General

1. The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
2. It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. APSFL shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
3. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by APSFL. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
4. The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
5. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
6. The Bidder should be fully and completely responsible to APSFL and State Government for all the deliveries and deliverables. .

7.2 Pre-bid Queries

All enquiries from the Bidders relating to this RFP must be submitted to the Executive Director, APSFL, Vijayawada. These queries should be e-mailed in MS-Excel format to apsfl@ap.gov.in. The queries should necessarily be submitted in the following Format:

#	RFP Part No.	Section No.	Page no.	Content of the RFP requiring clarification	Clarification Sought

7.3 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 APSFL 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.

7.4 Amendments

Before closing of the Tender, clarifications and amendments if any will be notified in the website mentioned in the Tender Schedule. The Bidders periodically check for the amendments or corrigendum or information in the website till the closing date of this Tender. APSFL will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

Before the closing of the Tender, APSFL may amend the Tender document as per requirements or wherever APSFL feels that such amendments are necessary.

Amendments also may be given in response to the queries by the prospective Bidders. Such amendments will be notified in the websites mentioned in the tender schedule. APSFL at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

APSFL is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website..

7.5 Clarifications by APSFL

When deemed necessary, APSFL may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, APSFL may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of APSFL as stated above, such Bids may at the discretion of APSFL, shall be rejected as technically non-responsive.

7.6 Suppression of facts and misleading information

During the Bid evaluation, if any suppression or misrepresentation of is brought to the notice of APSFL. APSFL shall have the right to reject the Bid and if after selection, APSFL would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / PBG, as the case may be, shall be forfeited.

Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, APSFL shall have the right to seek the correct facts and figures or reject such Bids.

It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, APSFL at its discretion may or may not consider such documents.

Tender calls for full copies of documents to prove Bidder's experience and capacity to undertake the project.

7.7 Contacting Tender Inviting Authority

Bidders shall not make attempts to establish unsolicited and unauthorized contact with APSFL /Tender Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

Notwithstanding anything mentioned above, APSFL may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

7.8 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender. The Contract will be valid for 5 year from the date of signing of the contract or agreement/date of release of the first Purchase order. However, APSFL reserves the right to extend or short close the Tender validity period if situation warrants to benefit the Government.

7.9 Hand written documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as “OK”, “noted”, “as given in brochure/manual” is not acceptable and may lead to the disqualification of the Bid.

7.10 Bid Prices

The Bidder shall indicate in the proforma prescribed, the unit rates and total Bid Prices for the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in this document.

If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the Project; such changes shall be carried out within the proposed price. If any deviation has a major impact on the Project Cost, the Authority shall take appropriate decision and such decisions would be binding on the Bidder.

7.11 Firm Prices

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.

The Price Bid should clearly indicate the price quoted without any ambiguity / qualifications whatsoever and should include all applicable duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. Taxes as applicable shall be paid by APSFL.

Prices in any form or by any reason before opening the Price Bid should not be revealed, failing which the offer shall be liable for rejection. If price change is inevitable due to any factor external to the bidders, the bidders may be given chance to submit revised Bids in a separate sealed cover. Decisions of the Authority shall be final in this regard.

7.12 Letter of Authorization

A letter of Authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be scanned and submitted in the Tender, otherwise the Bids will be summarily rejected.

7.13 Conditional Bids/Offer by the Bidders

The Bidder should abide by all terms and conditions specified in the RFP Document. Conditional bids/offers shall be liable for disqualification.

7.14 Late Tender Bids

Any tender offer received by APSFL after the deadline for submission of tender offer prescribed by the Authority, will be summarily rejected.

7.15 Opening of Bids

Bids received within the prescribed closing date and time will be opened on the e-procurement platform, on the date, time and at the address mentioned in the RFP Documents.

Price Bid of only those Bidders who fulfilled all the eligibility criteria shall be opened.

7.16 Right to Accept or Reject Bids

Authority reserves the right to accept or reject any Bid, and to annul the RFP 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.

7.17 Notification of Award

Authority will notify the Successful Bidder via letter / fax /email of its intent of accepting the bid. Within 7 days of receipt of the Letter of Acceptance (LoA) issued by the Authority, the Successful Bidder shall be required to sign the LoA and return the same to the address specified above as a token of acceptance of the LoA.

LoA will be issued only after successful completion of PoC as part of Technical Evaluation.

7.18 Earnest Money Deposit

An EMD amount as specified in the Tender Schedule should be paid by way of Bank Guarantee drawn in favour of “Andhra Pradesh State FiberNet Limited” payable at Vijayawada valid for 210 days.

The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by APSFL till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

The EMD amount of the Successful Bidder(s) can be converted as part of Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.

The EMD amount will be forfeited by APSFL, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful bidder fails to remit Security Deposit within the respective due dates.

7.19 Performance Bank Guarantee

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 15 days of receipt of the LOA as a Performance Bank Guarantee (PBG) for **10% of the Contract Value** for the services to be performed under the resultant Agreement. The Performance Bank Guarantee shall be valid for the term of the resultant Agreement + 3 months and shall be renewed and maintained as necessary by the SI for the term of the resultant Agreement, and extensions if any. In case of any delay/ non-submission of PBG, decision of APSFL shall be final & binding on the bidder.

Earnest Money Deposits (EMD) submitted by the bidders along with their bids shall be refunded to all bidders, except the Successful Bidder, within 30 days of issuance of the LOI. EMD of the successful bidder will be considered towards PBG and validity should be extended as per the contract duration.

The Performance Bank Guarantee may be liquidated by the Authority as penalty/liquidated damages resulting from the Successful bidder's failure to complete its obligations under the resultant Agreement. The

Performance Bank Guarantee shall be returned by Authority to the Bidder within 120 days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

7.20 Signing of Agreement

Subsequent to Authority notification to the Successful Bidder by way of a LoA, acceptance of the LoA and submission of the Performance Guarantee, the Successful Bidder shall execute the Agreement with the APSFL. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Successful Bidder to be liquidated. In such event, APSFL shall negotiate with the next eligible bidder. The Successful Bidder will be liable to indemnify APSFL 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 bonafide.

7.21 Rejection Criteria

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

- a) Conditional Bids.
- b) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the RFP Evaluation Process.
- c) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- d) Bids received after the prescribed time & 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 or its certified true copy.
- g) Bids received without submission of the prescribed Bid processing fee/EMD.
- h) Incomplete Price Bid.
- i) Price Bids that do not conform to the RFP's Price Bid Format.
- j) If there is an arithmetic discrepancy in the Price Bid calculations the RFP Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

7.22 Concessions permissible under statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. APSFL will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

7.23 Bid forms

- a. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information.
- b. For all other cases the bidder shall design a form to hold the required information.

7.24 Delivery Timelines

The Successful Bidder shall complete the deliver the work order within in 6 weeks and complete the implementation within 2 months after delivery. If the Successful Bidder fails to commence the assignment, the LOA may be, cancelled /terminated.

However, in case of specific reasons for delay in supply beyond the periods specified herein the bidder should obtain specific written approval from APSFL citing the reasons. The decision of APSFL is final on the issue of extension of the delivery period.

7.25 Delivery & Documents

Delivery of Goods and Services shall be made by the selected vendor strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by APSFL. Corresponding documentation shall be submitted to APSFL along with delivery.

Delivery to the designated locations or central warehouse of APSFL is responsibility of the selected bidder.

Successful bidder should maintain adequate spares to support at least 10% of equipment supplied as part of this RFP.

7.26 Third Party Claims

The selected bidder shall indemnify APSFL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7.27 Inspection & Test

APSFL and/or its representative reserve the right of inspection and testing of the goods prior to delivery and after delivery at the site, or at any time during the period of the contract.

APSFL reserves the right to inspect, test and, wherever necessary, reject the Goods after the Good's arrival at Project Site. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by APSFL or its representative prior to the Goods shipment.

7.28 Execution of Work Order

The Successful Bidder should nominate and intimate APSFL, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Account Manager fully familiarizes with the Tender Conditions, Scope of Work and deliverables.

7.29 Service Levels and Warranty & Maintenance

Bidder is required to provide the Comprehensive Onsite upfront warranty and Maintenance of Five years. The warranty shall be counted from the date of Go-Live. It is also required to properly maintain sufficient spare parts for all supplied equipment to meet the required SLA. The details of the work to be undertaken are as follows:

- Diagnosis of the fault
- Repairing of defective parts/components.
- Replacement of parts/components beyond repair with parts/components of same or better specifications ensuring compatibility.

- Providing suitable standby for parts/components with same or better specifications till the time the original part/component is repaired or replaced so that daily business is not affected.
- Submit a list containing the details of the delivered equipment including Serial Numbers, Model Name & Make, etc. to APSFL during delivery of the equipment (along with the Delivery Challan). The details of the delivered equipment shall also be updated in the Warranty Management System of the OEM.

S.No	Complaint Category	TTR(Time to Repair in Hrs)	Penalty for each ticket per Hour after Agreed SLA (INR)
1	Critical	Within 4 Hrs	Rs.500
2	Major	Within 6 Hrs (9am to 9pm, excluding Sunday and National Holidays)	Rs.200
3	Minor	6 Working Days	Rs.100

Beyond Rs.75,000/- of penalty in a quarter, for delays exceeding the SLA, action will be initiated as per the APSFL policy.

- The average downtime (fault restoration time) of faulty Equipment will be taken as reference for define the severity level and the penalty.
- Critical - Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- Major- Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- Minor - Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

For the purpose of calculating SLA, the following faults or outage hours shall be excluded:

- Periods where the APSFL/customer is inaccessible to confirm the status of the system after fault clearance by the vendor.
- Periods where any IPTV/Triple Play box is switched off at the customer end due its own reasons. The onus lies on APSFL to ensure that the on-site equipment is Powered ON and / or the Network Monitoring tools, if any, that are used by APSFL should be able to filter out the time period of box being voluntarily switched off, from the Down Time calculations.
- Periods where the failure of any components or equipment belonging to APSFL/Customer.
- The time lost in attending to a complaint due to delay in entering APSFL's/customer's premises shall not be considered as a down time The SLA document will be reviewed for any changes/amendments that are deemed necessary by APSFL during the one-year warranty period.

7.30 Payment Terms

1. 80% of the work order value payable against successful supply, G0-Live & Acceptance from APSFL.

Supporting Documents – Acceptance certificate duly signed by APSFL

2. 20% of the total value will be given after 6 months from date of Go-Live and upon satisfactory certification from APSFL.

Supporting Documents – Satisfactory certificate duly signed by APSFL

7.31 Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Agreement.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event.

APSFL will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the vendor in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the agreement and to minimize any adverse consequences of Force Majeure.

7.32 Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete before the scheduled date or if bidder repudiates the agreement before completion of the Work, APSFL at its discretion may without prejudice to any other right or remedy available to APSFL the Contract recover a maximum of 5% (five percent) of the total value of the work order from the successful bidder as Liquidated Damages (LD).

1% of the late delivered or deemed late delivered/installed deliveries/installations goods for One week or part thereof, 1.5% for Two weeks or part thereof, 2% for Three weeks or part thereof, 2.5% for 4 weeks or part thereof and so on subject to maximum of 5%. If the delay continues beyond 10 weeks, APSFL may terminate the Agreement.

APSFL may without prejudice to its right to effect recovery by any other method deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes APSFL's right to claim such amount against successful bidder's Bank Guarantee) or which may become due to the Implementation Agency. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the agreement.

7.33 Termination of Contract

Termination for default

APSFL may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part,

- (i) If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by APSFL; or
- (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
- (iii) if the Successful Bidder, in the judgement of APSFL, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

In the event APSFL terminates the Contract in whole or in part, APSFL may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to APSFL for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

Termination for Insolvency

APSFL may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder. If the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to APSFL.

Termination for Convenience

APSFL may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for APSFL's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

7.34 Arbitration and Jurisdiction

In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Managing Director of APSFL in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Vijayawada, India and the language English only.

Subject to the above, the Courts of AP alone only shall have jurisdiction in the matter.

8. Annexures

8.1 Checklist

Sl. No.	Documents	Compliance (Yes/No)
1	Cover Letter as per given format	
2	Bidder Profile as per given format	
3	Financial Information as per given format	
4	Declaration of acceptance of RFP terms and conditions	
5	Declaration of clean track record / No Blacklisting	
6	Price Bid as per given format	
7	In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation.	
8	In case the Bidder is Registered Partnership Company / Firm, they should produce the copy of Registered Partnership Deed.	
9	In case the Bidder is a Sole Proprietary Firm, they should produce the copy of valid Tax Registration Certificate(s)	
11	A notarized or registered agreement between the Consortium members mentioning the details of Lead member and other consortium members and outline the financial strengths, technical strengths and the role and responsibility of each of the members of the consortium.	
13	Copy of Purchase Orders/client certificate should be submitted	
15	In the case of authorized distributor/dealer, a Letter of Authorization from the OEM/manufacture.	
16	In the case of OEM, the documentary proof for manufacturing the products.	
17	Copies of the Audited Balance sheets and Profit and Loss Accounts for the last 3 audited financial years (2015-16, 2016-17 & 2017-18)	
18	Certificate from the Statutory Auditor / Practicing Chartered Accountant for having positive net worth for the last 3 successive audited financial years (2015-16, 2016-17 & 2017-18)	
19	Certified copy of valid GST registration certificates issued by competent authority in India. In case of consortium, this is applicable for all Indian members.	
20	Power of Attorney / Board Resolution authorizing the Tender Signing Authority	
21	The bidder shall submit all the technical leaflets / technical literature / product certifications etc. to confirm the technical compliance.	
22	The OEM should submit the compliance confirmation for each parameter in their letterhead and also MAF	
23	If there is any deviation, the deviation with justification should be spelt out.	

8.2 Annexure I – Cover Letter

(To be submitted by Bidder on Original Letterhead)

To

[Date]

The Managing Director,
Andhra Pradesh State FiberNet Limited,
3rd Floor, NTR Administrative Block,
Pandit Nehru Bus Station, NH – 65, Vijayawada – 520013

Subject: Supply, Installation and Commissioning of DWDM Network Upgrade Equipment for AP Fiber Grid

Ref: APSFL/OLA/284-2/2018, Dated 02/03/2019

Dear Sir,

With reference to your RFP Document dated I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal.

1. All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the vendor, without incurring any liability to the Bidders
6. I/We to the best of our knowledge certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
7. I/We to the best of our knowledge further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
8. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is not opened or rejected.
9. I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.

10. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

8.3 Annexure II – Bidder Profile

(To be submitted by Bidder on original letterhead)

#	Particulars	Details
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company)	
4.	Registered Office Address	
	Office Telephone Number	
	Fax Number	
5.	Contact Person	
	Name	
	Telephone Number	
	Email Address	
6.	Local presence at Andhra Pradesh	
	Office Address	
	Office Telephone Number	
	Fax Number	
7.	Contact Person (in Andhra Pradesh)	
	Name	
	Telephone Number	
	Email Address	
8.	Registration Details	
	Permanent Account Number (PAN)	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
	GST Number	
9.	Banker's Name, Address and Account Number	

8.4 Annexure III - Financial Information

(To be submitted by Bidder on original letterhead)

Annual Turnover of the Bidder(s)

Criteria	Sub Criteria	FY	Total Financials
Financial Capability	Avg. Annual Turnover (in INR)	FY 2015-16	
		FY 2016-17	
		FY 2017-18	
	Net worth	FY 2016-17	
		FY 2017-18	

Documentary Proof Required:

- Statutory auditor's certificate clearly specifying the Turnover & Net worth for the specified years.
- Audited Balance Sheets and Profit & Loss statements for the last 3 financial years as on 31.03.2018
- In Case of Audited balance sheets for 2017-18 are not available provisional balance sheets may be submitted.

8.5 Annexure IV- Declaration of Acceptance of RFP Terms & Conditions

(To be submitted by Bidder on original letterhead)

To,

[Date]

The Managing Director,

Andhra Pradesh State FiberNet Limited,

3rd Floor, NTR Administrative Block,

Pandit Nehru Bus Station, NH – 65, Vijayawada – 520013

Subject: Supply, Installation and Commissioning of DWDM Network Upgrade Equipment for AP Fiber Grid

Ref: APSFL/OLA/284-2/2018, Dated 02/03/2019

Sir,

It is to certify that the RFP document – RFP No..... dated..... is carefully read & understood and all the sections and clauses are **COMPLIED UNCONDITIONALLY AND UNEQUIVOCALLY**. There is no deviation from the terms & conditions of the RFP. We also hereby confirm that the solution proposed by us will meet the project requirements.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

8.6 Annexure V - Declaration of Clean Track Record/ No Blacklisting

(To be submitted by Bidder on original letterhead)

To, [Date]
The Managing Director,
Andhra Pradesh State FiberNet Limited,
3rd Floor, NTR Administrative Block,
Pandit Nehru Bus Station, NH – 65, Vijayawada – 520013.

Subject: Supply, Installation and Commissioning of DWDM Network Upgrade Equipment for AP Fiber Grid

Ref: APSFL/OLA/284-2/2018, Dated 02/03/2019

Sir,

I/We hereby declare that my company has not been debarred / black listed as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the firm)

8.7 Annexure VI -EMD Format

(To be executed in Rs.100/- Stamp Paper)

To,
The Managing Director,
Andhra Pradesh State FiberNet Limited,
3rd Floor, NTR Administrative Block,
Pandit Nehru Bus Station,
NH – 65, Vijayawada – 520013

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Guarantee executed by _____(Banker's Name & Address) having our Head Office at _____(address) (hereinafter referred to as "Bank") in favour of Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada – 520013 India (hereinafter referred to as "Beneficiary") for an amount not exceeding Rs. _____/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____(hereinafter referred to as "Bidder") against RFP reference _____ dated ____/____/____ of M/s. Andhra Pradesh State FiberNet Limited (APSFL). This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of Rs. _____/- (Rupees _____ Only) and the guarantee shall remain in full force up to _____ (date) and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before _____ (date).

ANDWHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalized Bank for the sum specified therein as EMD towards bid submission.

ANDWHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE, we (Bankers address) _____, hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder for Rs. _____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand without any demur, cavil or argument, any sum or sums within the limit of Rs. _____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Bidder.

This Guarantee is valid until _____.

Place:

Date:
(Bank)

Signature and seal of Guarantors

8.8 Annexure VII – Performance Bank Guarantee Format

(To be submitted by the successful bidder on Rs.100/- stamp paper)

In consideration of APSFL (“Authority”), having agreed to accept from _____ “successful bidder”, a Performance Bank Guarantee as maybe modified from time to time wherever necessary under the terms and conditions of the Agreement entered into by the said successful bidder in respect of work _____, RFP No. _____ under APSFL for the due fulfilment of the terms and conditions of the said Agreement under APSFL, on production of a Bank Guarantee for Rs.____ (Rupees _____ only), we “Bank” _____ branch, hereby undertake the guarantee to pay immediately to APSFL, on demand in writing by APSFL, an amount of Rs. _____ (Rupees _____) without any reservation and recourse against any loss or damage caused to or suffered by APSFL by reason of any breach by the successful bidder of any of the terms and conditions of the said agreement under the said Authority.

We _____ Bank, further agree that the guarantee hereby contained shall remain in full force and effect during the period that will be taken for the performance of the said Agreement under the APSFL and that it shall be in enforcement until all the dues of APSFL under or by virtue of the said Agreement under the APSFL have been fully paid and their claims satisfied or discharged or until the said Authority certifies that the terms and conditions of the said Agreement under the APSFL have been fully and properly carried out by the successful bidder and accordingly discharges the guarantee subject. This bank guarantee is valid till _____ (date) and APSFL shall have no rights under this guarantee after _____ (date).

We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the APSFL in writing.

Dated _____ day of _____ 2019.

Place:

Date:
(Bank)

Signature and seal of Guarantors

8.9 Annexure VIII- Manufacturer’s Authorization Form (MAF)

(To be submitted in Manufacturer’s letterhead)

To
The Managing Director,
Andhra Pradesh State FiberNet Limited,
3rd Floor, NTR Administrative Block,
Pandit Nehru Bus Station, NH – 65, Vijayawada – 520013

Sir,

We hereby authorize M/s _____ to undertake to submit a Bid, and subsequently negotiate & sign the contract with APSFL for the Tender No: _____ for product manufactured by us. We hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorized distributors/dealers under our supervision during the said support period. We will provide the necessary support in the event of

Supply, Installation and Commissioning of the required DWDM for AP Fiber Grid.

up gradation of any of the software is necessitated while providing the support will arrange for complete replacement of the item(s) with an equivalent / higher version.

In case of violation of any of the conditions above, I/We understand that I/We are liable to be blacklisted by APSFL for a period of three years.

(Signature of authorized Personnel)

Note: Competent authority of the Manufacturer should issue the letter of authority individually for each bidder separately.

8.10 Annexure IX – Price Bid Form

(To be submitted by Bidder on original letterhead)

To
 The Managing Director,
 Andhra Pradesh State FiberNet Limited,
 3rd Floor, NTR Administrative Block,
 Pandit Nehru Bus Station,
 NH – 65, Vijayawada – 520013

Date:

Subject: Supply, Installation and Commissioning of DWDM Network Upgrade Equipment for AP Fiber Grid

Ref: APSFL/OLA/284-2/2018, Dated 02/03/2019

S No	Item description	Total Price
1	Complete End-to-End Solution for District Nodes Capacity Upgrade (A)	
2	Complete End-to-End Solution for Zonal Nodes Capacity Upgrade (B)	
Grand Total in INR (A+B)		
Grand Total in INR in words		

Note

- Supply to designated locations /central warehouse within AP as informed by APSFL.
- Unit Rate shall include all duties, levies, insurance, transport and other charges excluding Taxes.
- The Bidder offering the **Lowest Grand Total Cost (Exclusive of Taxes)** will be considered for award of contract.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- For additional procurement if any, the prices quoted for the mentioned items would be considered as discovered prices valid for one-year period.

APSFL reserves the right to

- Negotiate with the Bidder whose offer is the lowest (L1) for further reduction of prices.
- Ask other bidders to match the price of L1 to declare them as the shortlisted bidders and issue the order in case L1 defaults in performance of agreed terms and conditions.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity
- If delivery performance of the Bidder is not as per the Schedule, then APSFL reserves the right to take action against them.
- APSFL reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied.

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)