



Rate Contract

FOR

UPS Batteries

Ref. No. APSFL/ UPS/308/2018, Dated 14/10/2019

Andhra Pradesh State FiberNet Limited

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

Vijayawada - 520013

Web address: www.apsfl.in

Email address: apsfl@ap.gov.in

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Disclaimer

The information contained in this Tender document 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 TENDER and such other terms and conditions subject to which such information is provided.

This TENDER 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 TENDER is to provide interested parties with information that may be useful to them in the preparation of their Proposals pursuant to this TENDER. This TENDER 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 TENDER 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 TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. 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 TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

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 TENDER. 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 TENDER.

Issuance of this TENDER 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 TENDER, 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

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 TENDER, 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 offering the solution(s), service(s) and /or materials as required in the TENDER. The word Bidder/ System Integrator when used in the pre-award period shall be synonymous with parties bidding for this TENDER, 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;
- **PO** means Purchase Order
- **“Request for Proposal (TENDER)”** 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 TENDER.
- **“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
- **SMF** means Sealed Maintenance free
- **VMLA** means Valve Regulated Lead Acid

1. Inviting Authority

Andhra Pradesh State FiberNet Limited (APSFL) invites sealed bids from the prospective bidders for supply, Installation, Commissioning of UPS Batteries. Selected bidder(s) should maintain supplied items with onsite warranty for a period of three (3) year 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	Rate contract for UPS Batteries
3.	TENDER Number	APSFL/ UPS/304/2018, Dated 14/10/2019
4.	TENDER Publishing Date	14/10/2019
5.	Last date and time for submission of Queries	21/10/2019 at 4:00 PM
6.	Last date and time for submission of proposal (Proposal Due Date)	29/10/2019 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	29/10/2019 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 20,000 (INR Twenty thousand 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 2,00,000 (INR Two Lakh 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 PO value with the validity of contract period + 3 months
12.	Warranty*	Warranty for a period of 3 years from the date of commissioning

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13.	For any enquiries and clarifications, please contact:	Executive Director –Sourcing & Procurement, Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada - 520013 Email: apsfl@ap.gov.in edo1.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

Note: **The Equipment supplied should be replaced in case of failure within warranty period*

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 TENDER Inviting Authority for the TENDERS 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.

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- 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 authenticity 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.

Details of Bank for EMD:

Name of Beneficiary	Andhra Pradesh State Fibernet Limited
Name of Bank	Andhra Bank
Bank address	Andhra Bank, Main Branch, RR Apparao street, Vijayawada, Andhra Pradesh
Bank Account No	060611100003794
IFSC CODE	ANDB0000606
MICR CODE	520011025
BRANCH CODE	000606

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 TENDERS 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 TENDER 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 TENDER process for execution of the development schemes taken up by the government. Other conditions as per TENDER document are applicable.

The bidder is requested to get a confirmed acknowledgement from the TENDER 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:

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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 up to 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) TENDER Document:

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

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the TENDER Inviting Authority from time-to-time in the e-Procurement platform. The Department calling for TENDERS 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 TENDER 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 TENDER 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. Scope of Work

APSFL has established state-wide high speed optical fiber network infrastructure covering approximately 23,000 kms route across the 13 districts of Andhra Pradesh through 2471 PoPs and 12 DHQs being operated and controlled from Network Operations Centre (NOC) setup in Vishakhapatnam. APSFL is providing triple play services (voice, iptv and data) on top of this network through GPON ONTs at last mile.

For providing uninterrupted services, APSFL has already setup UPS. Through this Tender, APSFL is planning to replace the faulty UPS Batteries at different locations in 13 districts of Andhra Pradesh. Locations will be provided by APSFL Authority.

The Batteries should seamlessly provide the specified backup time in **Annexure X** and should meet the APSFL Requirements.

The successful bidder shall also ensure to undertake the following:

1. Bidder shall perform the health check for UPS Battery at each specified location and should replace the Battery bank if found faulty.

Approval is needed from the following personnel to replace the Battery bank at each location

- Bidder's representative
 - APSFL representative
 - APSFL Authorized person from UPS Manufacturer / Dealer
2. Bidder shall segregate the healthy batteries from the old battery bank and should handover to the APSFL or APSFL authorized person on acknowledgement. Bidder should buy back the damaged Battery units.
 3. Bidder shall maintain a stock of at least 20 % of the quantity mentioned in the SOR as standby for immediate delivery and be able to deliver within 24 hours of receiving the complaint or instruction from APSFL.
 4. Bidder shall complete the installation within a period of 24 hours at location.
 5. The requirements mentioned in this document gives only the minimum requirement. It shall be the Bidder's responsibility to ensure that any additional equipment/ functional modules, including hardware and licenses etc. required for satisfactory performance of the UPS Battery as mentioned in this document shall be supplied.

3. 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.	The bidder 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.	Bidder should produce the copy of the Certificate of Incorporation
2.	The Bidder should have Cumulative Annual Turnover of INR 5 crore and above in last Two audited financial years from supply of UPS batteries	Copies of the Audited Balance sheets and Profit and Loss Accounts for the last 2 audited financial years.
3.	Bidder should have successfully completed one purchase order of minimum INR 1 crore from 'supply or installation' of UPS Batteries in last 2 years or Bidder should have successfully completed Two Purchase orders of minimum INR 50 Lakh each from 'supply or installation' of UPS Batteries in last 2 years	<ul style="list-style-type: none"> • Copy of Purchase Order / Work Order / Contract / Agreement • Completion/Ongoing certificate issued and signed by Client
4.	The Firm should be income tax assessee for a period of at least three Financial years	Self-Attested copies of acknowledgements of income tax returns and PAN card of the firm should be enclosed.
5.	The Bidder should have valid GST registration in India	Certified copy of valid GST registration certificates issued by competent authority in India.
6.	The Bidder 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
7.	Technical compliance for the minimum specifications provided in Tender	<ul style="list-style-type: none"> • The bidder shall submit all the 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 MAF from the Original Equipment Manufacturer If there is any deviation, the deviation with justification should be spelt out.
8.	Service centres of OEM/ Authorized Distributors or Dealers in Andhra Pradesh	Self-certified declaration and address proof of service centres to be submitted. Undertaking to establish the same within the 30 days.
9.	ISO 9001, ISO 14001, IEC 60896	Self -certified copies of the ISO Certificates

4. Schedule of Requirement

S No	Item description	Units	Quantity
1	1 KVA 2 hours Backup	Nos	2154
3	3 KVA 4 hours Backup	Nos	84

All the Batteries should be of SMF / VRLA.

5. Instructions to the Bidder

5.1 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.

5.2 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.

5.3 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

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with the requirements of APSFL as stated above, such Bids may at the discretion of APSFL, shall be rejected as technically non-responsive.

5.4 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.

5.5 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.

5.6 Validity

5.6.1 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. However, APSFL reserves the right to extend or short close the Tender validity period if situation warrants to benefit the Government.

5.6.2 Contract

The Contract will be valid for 1 year from the date of signing of the contract or date of issue of the first Purchase order.

5.7 Pre-bid Queries

All enquiries from the Bidders relating to this RFP must be submitted to the Executive Director (Sourcing & Procurement), APSFL, Vijayawada. These queries should be e-mailed in MS-Excel format to edo1.apsfl@ap.gov.in and apsfl@ap.gov.in

The queries should necessarily be submitted in the following Format:

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

Note: Queries not submitted in the Format may not be considered.

5.8 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.

5.9 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.

5.10 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.

All the Prices shall be in Indian Rupees (INR).

5.11 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.

5.12 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.

5.13 Conditional Bids/Offers by the Bidders

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

5.14 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.

5.15 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 TENDER Documents.

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

5.16 Right to Accept or Reject Bids

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

5.17 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.

5.18 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.

5.19 Performance Bank Guarantee

As a condition precedent to execution of Purchase Order, 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/Purchase Order.

PBG of 10% of the Purchase order value should be valid for warranty period from date of commissioning and shall be renewed and maintained as necessary by the Bidder 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.

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

Failure of the Successful Bidder to furnish the Performance Guarantee or execute the Purchase order / 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 Purchase order on the request of the Successful Bidder, provided the same is Bona fide.

5.20 Rejection Criteria

Besides other conditions and terms highlighted in the TENDER 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 TENDER 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 TENDER's Price Bid Format.
- j) If there is an arithmetic discrepancy in the Price Bid calculations the TENDER Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

5.21 Concessions permissible under statutes

Bidder, while quoting against this TENDER, 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

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tax, etc. APSFL will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

5.22 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.

5.23 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.

Selected Bidder must deliver/Submit

- The Warranty Certificate / Card from the Manufacturer to APSFL.
- The reports on the healthy Batteries and damaged Batteries with locations.
- The bi-weekly progress of delivery and commissioning of the UPS Batteries.

Note: Delivery to the designated locations of APSFL is responsibility of the selected bidder.

5.24 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.

5.25 Inspection & Test

APSFL and/or its representative reserve the right of inspection and testing of the goods after delivery at the location, 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 location. 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.

5.26 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.

5.27 Service Levels & Warranty

The selected vendor (s) has to provide onsite warranty for all the equipment supplied through this TENDER for a period of three (3) years from the date of commissioning.

The maximum response time for complaint from any of the destination shall not exceed 48 hours and same shall be replaced with new goods of same technical specifications or higher in 48 hours (2 days) of complaint login. Failing which, 5% of Battery Price per Day shall be imposed as penalty.

5.28 Payment Terms

1. 90% payment of work order value shall be made within 30 days of successful installation & commissioning of equipment at location upon acceptance certificate from authorized APSFL representative.

2. 10% payment of Purchase order value shall be made on completion of warranty period

or Upon submission of Additional Bank Guarantee equivalent to 10% of Purchase order value.

5.29 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 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.

5.30 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.

6. Annexures

6.1 Checklist

Sl. No.	Documents	Compliance (Yes/No)
1.	Index of furnished documents for the Prequalification criteria with page numbers	
2.	Cover Letter	
3.	Bidder Profile as per given format	
4.	Financial Information as per given format	
5.	Declaration of acceptance of TENDER terms and conditions	
6.	Declaration of clean track record / No Blacklisting	
7.	Price Bid as per given format	
8.	Registration certificate of the company.	
9.	Copy of Purchase Orders/client certificate should be submitted	
10.	In the case of authorized distributor/dealer, a Letter of Authorization from the OEM/manufacturers or the dealer certificate	
11.	In the case of OEM, the documentary proof for manufacturing the products.	
12.	Copies of the Audited Balance sheets and Profit and Loss Accounts for the last 2 audited financial years	
13.	Self-Attested copies of acknowledgements of income tax returns and PAN card of the firm should be enclosed.	
14.	Certified copy of valid GST registration certificates issued by competent authority in India.	
15.	The bidder shall submit all the technical leaflets / technical literature / product certifications etc. to confirm the technical compliance.	
16.	The OEM should submit the compliance confirmation for each parameter in their letterhead and also MAF	
17.	If there is any deviation, the deviation with justification should be spelt out.	
18.	Self-Attested copies of ISO and IEC certificates	
19.	Self-certified declaration and address proof of service centres	

6.2 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: Rate contract for UPS Batteries
Ref: APSFL/ UPS/308/2018, Dated 14/10/2019

Dear Sir,

With reference to your TENDER 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, 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, 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 TENDER 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 TENDER.

Rate contract for UPS Batteries

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

6.3 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	

6.4 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	Cumulative Annual Turnover (in INR)	FY 2017-18	
		FY 2018-19	

Documentary Proof Required:

- Statutory auditor's/Practising Chartered Accountant's certificate clearly specifying the Turnover & Net worth for the specified years.
- Audited/Provisional Balance Sheets and Profit & Loss statements for the last 2 financial years as on 31.03.2019

6.5 Annexure IV- Declaration of Acceptance of TENDER 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: Rate contract for UPS Batteries

Ref: APSFL/ UPS/308/2018, Dated 14/10/2019

Sir,

It is to certify that the TENDER document – TENDER 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 TENDER. 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)

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6.6 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: Rate contract for UPS Batteries

Ref: APSFL/ UPS/308/2018, Dated 14/10/2019

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)

Rate contract for UPS Batteries

6.7 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 TENDER 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

6.8 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 _____, TENDER 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

6.9 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 warranty of 3 years 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 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.

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6.10 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: Rate contract for UPS Batteries

Ref: APSFL/UPS/308/2018, Dated 14/10/2019

Price Bid – Supply & Installation of UPS Batteries

S No	Item description	Unit of Measurement	Qty (Q)	Unit Price (P)*	Total Price (Q*P)
1	1 KVA 2 hours Backup	Nos	2154		
2	3 KVA 4 hours Backup	Nos	84		
Total A (INR)					
Total A (in words)					

Price Bid – Buy back of UPS Batteries

S No	Item description	Unit of Measurement	Qty (Q)	Unit Price (P)*	Total Price (Q*P)
1	1 KVA 2 hours Backup	Nos	2154		
2	3 KVA 4 hours Backup	Nos	84		
Total B(INR)					
Total B (in words)					

Abstract of Cost Components:

S. No	Item	Total Price (INR)	Total Price in words
1.	Supply & Installation of UPS Batteries		
2	Buy back of UPS Batteries		
Total In INR(A-B)			
Total In INR(A-B) (in words)			

Note

- Supply to designated locations 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 the One-year period.
- Quantities indicated herein are for price discovery, actual requirement could be more or less.

Rate contract for UPS Batteries

- **Order may not be placed for full quantity in a single order. Rather order will be placed based on the actual requirement from time to time during the contract period.**

APSFL reserves the right to

1. Negotiate with the Bidder whose offer is the lowest (L1) for further reduction of prices.
2. 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.
3. Modify, reduce or increase the quantity requirements to an extent of the tendered quantity
4. Change the list of areas of work from time to time based upon the requirement of the purchase.
5. If delivery performance of the Bidder is not as per the Schedule, then APSFL reserves the right to take action against them.
6. 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)

6.11 Annexure X – Technical Specifications of Batteries

S No	Capacity	Voltage	AH	No of Batteries Per Each UPS	Back UP Time
1	1 KVA	12	33	3	2 hours
2	3 KVA	12	150	6	4 hours

6.12 Annexure XI – Locations

S. No	District Name	Battery Details			
		33AH		150AH	
		No. of Sites	No. of Batteries	No. of Sites	No. of Batteries
1	Srikakulam	8	24	0	0
2	Vizianagaram	0	0	0	0
3	Vishakhapatnam	18	54	0	0
4	East Godavari	68	204	1	6
5	West Godavari	85	255	4	24
6	Krishna	68	204	5	30
7	Guntur	82	246	0	0
8	Prakasam	57	171	1	6
9	Nellore	40	120	2	12
10	Chittoor	106	318	0	0
11	Kadapa	88	264	0	0
12	Kurnool	30	90	0	0
13	Anantapur	68	204	1	6
TOTAL		718	2154	14	84

Note: New Locations will be updated based on the actual requirement from time to time during the contract period.

*****End of Document*****