



REQUEST FOR PROPOSAL (RFP)

for

Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Ref. No- APSFL/UPS/308/2018-2021, Dt: 27.10.2021

Andhra Pradesh State FiberNet Limited

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

Vijayawada – 520 013

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Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Disclaimer

The information contained in this Request for Proposal document (“**RFP**” or “**Tender**”) including any information subsequently provided to the bidders, (“**bidder/s**”) verbally or in documentary form by Andhra Pradesh State FiberNet Ltd. (APSFL) or any of its employees or advisors, shall at all times be subject to the terms and conditions set out in this Tender document (as may be amended only by APSFL from time to time).

This RFP is not an agreement and is not an offer to any party. The purpose of this RFP is to provide the bidders or any other person with information to formulate their offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by APSFL in relation to this scope. This Tender document does not purport to contain all the information each bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Managing Director, APSFL and their employees or advisors to consider the objectives, technical expertise and particular needs of each bidder. The assumptions, assessments, statements and information contained herein are made considering the intended objectives of the project, and may not be complete, accurate or adequate. Each bidder must therefore conduct their own analysis of the information contained in this RFP and seek professional advice from appropriate sources.

Information provided in this Tender document to the bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 opinion on law expressed herein.

APSFL, their employees and advisors make no representation or warranty and shall incur no liability to any person, including the bidder under law, statute, rules or regulation sort or, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, 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 the selection process as part of this RFP.

APSFL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. APSFL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this tender document does not imply that APSFL is bound to select a bidder or to appoint the selected bidder (as defined hereinafter), for supporting implementation of the project. APSFL reserves the right to reject all or any of the bidders or Bids without assigning any reason whatsoever.

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The bidder shall bear all the costs associated with or relating to the preparation and submission of Bid pertaining to this RFP including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations, which may be required by. All such costs and expenses will remain with the bidder and APSFL shall not be liable in any manner whatsoever for the same, regardless of the conduct or outcome of the selection process.

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Acronyms

S. No.	Abbreviations	Full Form
1	AMC	Annual Maintenance Contract
2	APSFL	Andhra Pradesh State FiberNet Limited
3	UPS	Uninterrupted Power Source
4	CST	Central Sales Tax
5	EMD	Earnest Money Deposit
6	EMI	Equated Monthly Installment
7	GPON	Gigabit-capable Passive Optical Networks
8	HDMI	High-Definition Multimedia Interface
9	INR	Indian Rupee
10	IP TV	Internet Protocol Television
11	ISP	Internet Service Provider
12	LCD	Liquid Crystal Display
13	LCO	Local Cable Operator
14	LD	Liquidated Damages
15	LED	Light Emitting Diode
16	LoA	Letter of Award
17	LoI	Letter of Intent
18	MSO	Multiple System Operator
19	NOC	Network Operations Centre
20	OEM	Original Equipment Manufacturer
21	PHC	Primary Healthcare Centre
22	PoP	Point of Presence
23	PSU	Public Sector Unit
24	SD	Security Deposit

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25	SLA	Service Level Agreement
26	SPOC	Single Point of Contact
27	TPIP	Triple Play Internet Protocol
28	TPRF	Triple Play Radio Frequency
29	USB	Universal Serial Bus
30	VAT	Value Added Tax
31	WLAN	Wireless Local Area Network

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1. Introduction

1.1 Invitation to Bid

Andhra Pradesh State FiberNet Limited (APSFL), a fully owned entity of the Govt. of Andhra Pradesh (AP), having its Registered Office at 3rd Floor, NTR Administrative Block, Pandit Nehru Bus Station, NH-65, Vijayawada-520001, Andhra Pradesh, India, invites responses (“Proposals”/ “Bids”) to this Request for Proposal (“RFP”) for ***“Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs”***.

The selected agency has to supply, install and commission the UPS at different PoP locations across AP for providing reliable services to the end customers. The Selected agency also support APSFL in the said warranty period.

Interested bidders are advised to study this RFP carefully before submitting the proposals in response to the RFP. Bidder / Agency on of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications

Interested bidders may download the RFP from www.apecurement.gov.in. Any subsequent corrigenda/clarifications shall also be made available on the same portal. Bid proposals must be received not later than time and date mentioned in the key events and dates. Bid proposals received, in part or full, after the deadline WILL NOT be considered in this procurement process.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional.

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.

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

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13 Registration with e-Procurement platform

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

1.3.1 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 that are not authenticated by digital certificate of the bidder, will not be accepted on the e-Procurement platform.

For obtaining Digital Signature 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 provided below.

<https://tender.apecurement.gov.in/DigitalCertificate/signature.html>

1.3.2 Deactivation of Bidders

Vide Ref GO Ms. No.174 – I&CAD dated 1-9-2008, if any successful bidder fails to submit the original BG towards Performance Security within stipulated time or if any variation is noticed in the uploaded documents, 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.

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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 Commercial Value) 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. 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.

- i. The bidders may contact the Helpdesk support of e-procurement portal (at www.apecurement.gov.in) for any further information / clarifications on e-procurement, and for all technical support required for bid submission.

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- ii. The bidders need to register on the electronic procurement marketplace of Government of Andhra Pradesh i.e., <http://www.apecurement.gov.in>. On registration in the e-procurement marketplace they will be provided with a user ID and password using which they can submit bids online.
- iii. 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 marketplace 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.
- iv. In addition to the direct payment through any of the e-payment options in the e-procurement portal, the bidder may opt for Demand Draft (DD) towards the bid processing fee and EMD in the form of Bank Guarantee (BG). The bidder 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 Authority shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, DD towards EMD in the e-procurement system and open the price bids of the eligible and responsive bidders.

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14 Key Events & Dates

1.	Name of the Authority	Managing Director Andhra Pradesh State FiberNet Limited
2.	Name of the Assignment	Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs
3.	Estimated value of the tender	INR 1,96,15,815/- (Rs. One Crore Ninety-Six Lakhs Fifteen Thousand Eight Hundred and Fifteen Only exclusive of taxes)
4.	RFP Number	Ref. No- APSFL/UPS/308/2018-21, Dt: 27.10.2021
5.	Place of availability of Tender Document (RFPs)	www.apecurement.gov.in http://apsfl.in/tenders/
6.	Place of submission of Bids	www.apecurement.gov.in
7.	Tender Document (RFP)	RfP
8.	Tender Type (Open/Limited/EOI/Auction/Single)	Open
9.	Tender Category (Services/Goods/works)	Goods
10.	Type/Form of Contract (Work/Supply/Auction/Service/Buy /Empanelment/Sell)	Supply
11.	Re-bid submission before submission date/ last date of submission allowed by the Bidder (Yes/No)	No
12.	Is Offline Submission Allowed (Yes/No)	No
13.	Withdrawal Allowed (Yes/No)	No
14.	Is Multi Currency Allowed	No (Only Indian Rupees)
15.	Last date and time for receiving queries/clarifications	03/11/2021 at 03:00 PM No communication, in any form and for any reason, will be entertained post this date and time.

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16.	Last date and time for submission of Proposal (Proposal Due Date)	11/11/2021 at 03:00 PM The proposal is to be submitted on www.apecurement.gov.in on e-procurement portal.
17.	Date and time of opening of Pre-qualification on e-procurement platform	11/11/2021 at 05:00 PM Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520001 Web address: http://www.apsfl.in Email address: apsfl@ap.gov.in
18.	Date and time of opening of reverse auction	To be intimated to the qualified bidder of the previous stage
19.	Bid Processing Fee (Non - refundable)	Bid Processing Fee (Non-refundable): INR 30,000/- (Rupees Thirty Thousand Only, including GST) The tender processing fees can be paid through any of the e-payment options in the portal or in the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State FiberNet Limited', payable at Vijayawada. Original DD must be submitted in APSFL office at Vijayawada before bid submission date.

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20.	Bid Security / EMD (Refundable / Convertible)	<p>Bid Security / EMD (Refundable / Convertible): INR 1,96,158/- (One Lakh Ninety Six Thousand One Hundred and Fifty Eight Only)</p> <p>The EMD amount can be paid directly through any of the e-payment options in the portal</p> <p>Note: e-Procurement portal will deny submission of the bid without submitting the EMD. For further details regarding e payment, please refer to e-Procurement portal</p> <p>No interest will be payable by APFSL on the amount of the EMD (Bid Security).</p>
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<p>21.</p>	<p>Performance Security</p>	<p>Performance Security of 3% of on the total Project cost shall be submitted and valid for 60 days beyond the date of completion (including extension, if any) of supply, installation, and acceptance.</p> <p>Performance Security for warranty shall be 1% of the Total Cost and valid for 5 Years and 60 days from the Date of Commencement of warranty period.</p> <p>Performance Security shall be in the form of Bank Guarantee or Auto Renewal Fixed Deposit Renewal (FDR), issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Andhra Pradesh State FiberNet Limited, payable at Vijayawada.</p> <p>Details of the Bank: Name of the Beneficiary: ANDHRA PRADESH STATE FIBERNET LIMITED Bank Name: Andhra Bank Bank Account Number: 060611100003785 IFSC code: UBIN0806064 MICR Code: 520026016 Branch Code: 000606 Branch Name: Main Branch, RR Apparao Street, Vijayawada, Andhra Pradesh</p>
<p>23.</p>	<p>For any enquiries and clarifications, please contact:</p>	<p>Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada – 520001 Web address: http://www.apsfl.in Email: apsfl@ap.gov.in</p>

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24.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from the bidsubmission date.
25.	Nature of Bid Process	Two stages a) Stage- I: Pre-Qualification Eligibility b) Stage- II: Commercial Bid c) Stage- III: Reverse Auction
26.	Method of Selection	As per Section 7 of this RFP
27.	RFP Tenure	a) Delivery phase: 45 days b) Warranty phase: 5 years (60 months)

Note: Proposals/Bids submitted without Bid Processing Fee and EMD shall be summarily rejected.

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2. General Instructions to Bidder

2.1 Earnest Money Deposit (EMD)

- a. Bidders shall submit an EMD as per the Key Events & Dates along with their Bids.
- b. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- c. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- d. The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. If the successful bidder fails to sign the contract and submit Performance Bank Guarantee within the stipulated period.
 - iii. In case, the documents submitted, or the information furnished by the bidder are found to be not genuine/false.
 - iv. In case the bidder does not tender for the work, after submission of Tender fees or EMD.

2.2 Exit Management Plan

- a. An Exit Management plan shall be furnished by bidder in writing to the Authority within 90 days from the date of signing this contract, which shall deal with at least the following aspects of exit management in relation to the contract and in relation to the project implementation and service level monitoring.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer;
 - iii. Exit Management Plan in case of normal termination of Contract Period
 - iv. Exit Management Plan in case of any eventuality due to which Project is terminated before the Contract Period
 - v. Exit Management Plan in case of termination of Supplier
- b. Exit Management plan at the minimum adhere the following:
 - i. Three (3) Months of the support to Replacement Service Provider post termination of contract.
 - ii. Complete handover of the reports, documents and other relevant items to the Replacement Service Provider/Authority.
 - iii. Certificate of acceptance from authorized representative of Replacement Service Provider issued to supplier on successful completion of handover and knowledge transfer.
 - iv. Tentative exit management schedule/Matrix is annexed

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- c. Each Exit Management Plan shall be presented by the Service Provider to and approved by the Managing Director, APSFL or its nominated agencies.
- d. In the event of termination or expiry of contract, Project Implementation, or Service Level Monitoring, both PIA and Authority shall comply with the Exit Management Plan, and payment shall be made by APSFL only for the work done prior to termination notice, upon successful acceptance by Third Party Auditor (TPA)/ any agency / and personeel as appointed by APSFL.

During the exit management period, the Service Provider shall use its best efforts to deliver the services.

23 RFP Amendment

APSFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be published in the website www.apsfl.in and on the e-procurement platform. APSFL shall not be responsible if the Bidders do not get the individual intimates of such amendments. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking any updates. APSFL also reserves the rights to amend the dates mentioned in this RFP for Bid process.

24 Pre-Bid Queries

APSFL may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of APSFL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be uploaded by way of hosting amendments/clarifications on the website i.e. (www.apsfl.in) in accordance with the respective clauses of the RFP.

No queries in any form and for any reason shall be entertained after the last date and time for submission of queries.

25 Cost of Bidding

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of proposal, in providing any additional information required by APSFL to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit APSFL to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

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2.6 Site Visit

The bidder may visit and examine sites at a time to be agreed with APSFL, and obtain all information at their own responsibility that may be necessary for preparing the Bid Document. The costs of visiting the site(s) shall be at Bidder's own expense.

2.7 Language

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of APSFL.

2.8 Bid Prices

- a. The Bidder shall indicate the price in the prescribed format only.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by APSFL. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all requirements of RFP.
- c. Prices shall be quoted in Indian Rupees (INR), shall be exclusive of Goods and Service Tax (GST).

2.9 Bidder Representative

All documents of the bid may be signed by a nominated Competent Authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be signed by the competent Authority.

2.10 Bid Validity

The proposals shall be valid for a period of 180 days from the date of submission of Bids. On completion of the validity period, unless the Bidder withdraws proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws proposal. If required, beyond 180 days, the Bidder may be asked to extend the bid validity, on its consent.

2.11 Documents comprising the Bids

The bids prepared by the Bidder shall comprise of the following documents:

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2.11.1 Documents to be uploaded as PQ Bid (To be uploaded only in “PQ Bid Folder” in the e-procurement platform)

All the below mentioned documents have to be uploaded in the “PQ” bid folder of the e-procurement platform. If the following documents are not found in the “PQ” bid folder, the bid shall be considered as non-responsive and may be rejected.

- 2.10.1.1 Annexure A – Application Form
- 2.10.1.2 Annexure B – Profile of Bidder/ Partners
- 2.10.1.3 Annexure C – Declaration of Acceptance of Terms and Conditions in the RFP
- 2.10.1.4 Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance
- 2.10.1.5 Annexure E – Pre-Qualification Compliance Documents
- 2.10.1.6 Annexure F – Financial Turnover and Net worth of the Bidder
- 2.10.1.7 Annexure G – Declaration regarding Clean Track Record
- 2.10.1.8 Annexure H– Power of Attorney
- 2.10.1.9 Annexure I – Board Resolution
- 2.10.1.10 Annexure J – Document Verification Certificate
- 2.10.1.11 Annexure K – Earnest Money Deposit (EMD) Format (only if bidder opts to submit in form of Bank Guarantee (BG), instead of direct online payment through e-procurement portal)
- 2.10.1.12 Copy of DD of Bid processing fees (only if bidder opts to pay as Demand Draft (DD), instead of direct online payment through e-procurement portal)

2.11.2 Documents to be uploaded as Commercial Bid (To be uploaded only in “Commercial Bid Folder” in the e-procurement platform)

All the below mentioned documents have to be uploaded in the “Commercial” bid folder of the e-procurement platform. If the following documents are not found in the “Commercial” bid folder, the bid shall be considered as non-responsive and may be rejected.

- 2.10.2.1 Annexure L – Commercial Proposal Submission Form
- 2.10.2.2 Annexure M – Commercial Bid Cost Components

2.11.3 Documents to be uploaded in TQ folder (To be uploaded online in “TQ Bid Folder”)

No documents have to be uploaded in the “TQ” bid folder of the e-procurement platform. Any documents uploaded in the “TQ” bid folder will not be considered for evaluation

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Note:

In case of any issue pertaining to the uploading of bid documents in e-procurement portal due to file size etc., the bidders are expected to take support from e-procurement. APSFL will not be responsible for incomplete bid submission by users.

2.12 Modification and Withdrawal

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids, the EMD of the Bidder shall be forfeited.

2.13 Opening of Bids

The Pre-Qualification Bids will be opened on the e-procurement platform on the date and time as specified in the RFP schedule.

2.14 Evaluation of Bids

- a. The Bids of only those Bidders, whose Bid Processing Fee and EMD are in order, only, will be accepted.
- b. Bidders need to fulfill all the Pre-qualification conditions mentioned in the RFP. The technical committee will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- c. Bids of Bidders whose Pre-qualification proposal does not meet the set criteria shall be rejected forthwith.

2.15 Bids Not Considered for Evaluation

Bids shall be summarily rejected due to incomplete documentation or late receipt.

2.16 Pre-Qualification

The pre-qualification evaluation shall be done as mentioned in this RFP.

2.17 Award Criteria

The Authority will open the Price Bids of the bidders who have met the conditions as per the Pre-Qualification Criteria in this RFP. This will be further taken up for Reverse Auction (as mentioned in Section 7.3) to finalize the L1 bidder.

2.18 Rectification of Errors

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. Errors in proposals will be corrected as per the unit rates quoted.

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2.19 Contacting APSFL

Any effort by a Bidder to influence the Technical Evaluation or Tender Approval Committee in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of Bid security.

2.20 APSFL's right to vary Scope of Work

APSFL may at any time, by a written order given to the Bidder, make changes to the Scope of the work.

If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within one (1) week from date of the Bidder's receipt of APSFL's order for change. The unit rate of each item quoted/accepted by the selected Bidder shall however not change.

2.21 APSFL's Right to Accept /Reject

APSFL reserves the right to accept or reject any proposal, and to annul the bid process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for APSFL's action.

2.22 Signing of Agreement

The signing of agreement for the project is as follows:

2.22.1 Signing of Agreement

APSFL notifies the successful Bidder that its proposal has been accepted and APSFL shall enter into an Agreement with the successful Bidder as per the Master Service Agreement prescribed in this RFP. The signing of agreement will constitute the formation of the Agreement.

2.22.2 Discharge of Bid Security (EMD)

Upon the successful Bidder's furnishing of Performance Security, APSFL will promptly return the EMD to each unsuccessful Bidder EMD within 30 days. The Bid security (EMD) of successful Bidder will be released, on receipt of the Performance Bank Guarantee.

2.22.3 Expenses for the Agreement

The incidental expenses of execution of Agreement shall be borne by the successful Bidder.

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2.22.4 Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event APSFL may forfeit the EMD/ Performance Bank Guarantee. The contract may be awarded to the next lowest bidder, or however deemed appropriate by the Authority.

2.23 Performance Security

- a. The successful Bidder shall have to submit a Performance Security within 15 days from the date of issuance of Letter of Award (LoA). Extension of time for submission of beyond 15 days and up to 30 days from the date of issue of LoA may be given by APSFL, who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31st day after the date of issue of LoA. In case the Bidder fails to submit the requisite Performance Security even after 30 days from the date of issue of LoA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed Bidder shall be debarred from participating in re-tender for that work.
- b. The Performance Security shall be submitted by the successful Bidder after the LoA has been issued, but before signing of the contract agreement. The agreement should normally be signed within 15 days after the issue of LoA and the Performance Security shall also be submitted within this time limit. This Performance Security shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Security extended to cover such extended time for completion of work plus 60 days.
- c. The value of Performance Security to be submitted by the Bidder will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Security amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Bidder.
- d. The Performance Security shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the Bidder has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill on 'No Claim Certificate' from the contractor.
- e. Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Security be encashed. The balance work shall be got done independently without risk and cost of the failed Bidder, the failed Bidder shall be debarred from participating in the tender for executing the balance work. If the failed Bidder is a JV or a partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/ her individual capacity or as a partner of any other JV/ partnership firm.

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- f. The Bank Guarantee should be from a Nationalized/Scheduled Commercial Bank acceptable to APSFL, in the format prescribed in Annexure P in section of this RFP, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- g. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Security shall be borne by the Bidder. The Performance Security shall be valid for 60 days post completion of the Payment terms as per RFP. However, no interest shall be payable on Performance Bank Guarantee.

2.24 Rejection Criteria

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
 - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
 - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
 - iii. The Bidder proposing a "Conditional-Proposal".
 - iv. Proposal is received in incomplete form.
 - v. Proposal is not accompanied by all the requisite documents.
 - vi. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
 - vii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - viii. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified.
 - ix. Bidder fails to deposit the Performance Security prior to signing of the Agreement or fails to enter into an Agreement within 60 days of the date of issuance of LoA or within such extended period, as may be specified by APSFL.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to APSFL's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by APSFL and their EMD shall be forfeited.
- c. Prevention of Collusion of Vendor: with a view to prevent collusion or the formation into a ring by vendor / Bidder, the following are issued;
 - i. Tender Schedules shall be issued till a date prior to the last date of submission of tenders.

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- ii. Once a vendor / Bidder buys a tender schedule he shall not be permitted to return the schedule after buying a tender schedule / document, if a vendor does not tender for the work, his EMD shall be forfeited (Cash or Bank Guarantee or Both).

- d. APSFL will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract.

2.25 Termination of Contract

Following clauses shall be applicable, in case of termination of contract:

2.25.1 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 30 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 and services 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 judgment 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.

2.25.2 Termination for Insolvency

APSFL may at any time terminate the Contract by giving written notice with a notice period of 30 days, sent to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, the 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.

2.25.3 Termination for Convenience

APSFL may, by written notice, with a notice period of 30 days sent to the successful bidder, may terminate the Contract, in completely 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 entitled for

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compensation to the extent of work done till the date of termination.

2.26 Execution of Work Order

The successful bidder should nominate and intimate APSFL, a Manager as 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 Manager fully familiarizes with the RFP Conditions, Scope of Work and deliverables.

2.27 Submission of Technical Solution and Approach Methodology

The bidder shall be required to submit the detailed technical solution document entailing minimum technical specifications of material mentioned in the RFP, design/ drawing document, detailed implementation approach methodology, etc. The technical solution documents shall need to be submitted to APSFL within 7 days of issuance of LoA. If in case, there is increase/ decrease in the technical specifications of material, prior approval needs to be taken from APSFL. APSFL reserve rights to cancel the bid, if in case the technical solution document is not in compliance with the requirements mentioned in the RFP.

Note: If in case of change of make and model of the components from the once specified in the technical solution document during the project, prior approval from APSFL needs to be taken.

2.28 Extra/ new item

Extra items of works shall not vitiate the contract. The reimbursement for extra items shall be validated by the APSFL/ any agency appointed by APSFL and cleared by the Authority. The Contractor shall be bound to execute extra items of work as directed by the Authority. The rates for extra items shall be worked out based on the unit rates quoted by the Bidder in Price Bid/ as per mutually agreed terms and conditions. For new items which are beyond the scope of the BoQ, the APSFL/ any agency appointed by APSFL or any authorized official/ agency shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and workcontingencies

2.29 Liquidated Damages (LD)

- a. Liquidated Damages will be levied as per the penalty and payment schedule subject to a maximum of 10% of the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the successful bidder will be excluded from the delivery schedule.
- b. In the event of failure by the successful bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the action(s) as given below:
 - i. Extension of time may be permitted to complete the work.
 - ii. Additional resources will be requested for speeding up the work.

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- iii. Liquidated Damages will be levied.
- iv. Contract with the successful bidder may be terminated as per the Termination clause.
- v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

2.30 Force Majeure

Neither Tender Inviting Authority nor the successful bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a. Any act of God such as lightning, earthquake, landslide, etc. or other events of natural disaster of rare severity. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds.
- b. Fire or explosion, chemical or radioactive contamination or ionizing radiation
- c. Pandemic or Epidemic or plague. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.

2.31 Arbitration

In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by APSFL in accordance with the "Arbitration and Conciliation Act 1996" and any amendments thereafter. The arbitration shall be held in Andhra Pradesh, India and in English.

2.32 Extension of time in Contracts

Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses.

2.32.1 Extension due to modification

If any modifications have been ordered which in the opinion of APSFL have materially increased the magnitude of the work, then such extension of contracted date of completion may be granted as shall appear to APSFL to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date may be considered necessary as soon as the clause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

2.32.2 Extension for delay not due to APSFL or Contractor

If in the opinion of APSFL, the progress of work has any time been delayed by any act or neglect of APSFL employees or by other contractor employed by the APSFL or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by APSFL pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the APSFL for which he shall have specially applied in writing to the APSFL within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonable required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. APSFL on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in its opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

2.32.3 Extension for delay due to APSFL

In the event of any failure or delay by the APSFL to ensure site readiness necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the APSFL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the APSFL may grant such extension or extensions of the completion date as may be considered reasonable.

2.33 Extension of time for delay due to contractor

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than reasons specified in the clause 2.29 and 2.32, APSFL may, if satisfied that the works can be completed by contractor within reasonable short time thereafter, allow the contractor for further extension of time as APSFL may decide. On such extension, APSFL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as per penalty terms

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mentioned below in this clause.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 10% of the first Rs.2 lakhs and 5% of the balance of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Further competent authority while granting extension to the currency of contract under clause 2.33 may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, if that the APSFL is not satisfied that the works can be completed by the contractor and in the event of failure on the part aforesaid, the APSFL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract, whether or not actual damage is caused by such default.

Note: All General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) as per Department of Roads and Buildings, Government of Andhra Pradesh are applicable for thisRFP.

3. Project Background

3.1 Project Background

APSFL is 100% owned by Andhra Pradesh State Government, and this Corporation is established to extend Internet /IPTV/Telephone Services throughout Andhra Pradesh including Tribal Areas and all Government Offices.

APSFL has installed UPSs in every PoPs of AP Fiber Grid Project across 13 Districts of Andhra Pradesh for providing uninterrupted services. This equipment was installed during implementation phase. The life of UPS and batteries is generally 3 to 4 years. The present performance of UPS in some of the POPs are being decreased day by day.

Moreover, at present APSDWAN project was also taken up by APSFL. And also planning to extend the other enterprise connectivity locations.

The scope of this RFP is restricted only towards supply, installation and commissioning of comprehensive UPS/Battery along with wiring and accessories.

3.2 Project Type

The selected bidder shall supply, installation and commissioning of UPS in locations in AP Fiber Network across 13 Districts of AP, as advised by the APSFL management

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4. Scope of Work

The selected bidder shall supply, installation and commissioning of 1KVA, 3KVA & 5KVA UPSs systems and batteries with five-year warranty period at defined PoP locations of APSFL.

The selected bidder shall maintain the distance between UPS to battery as per the actual site conditions during the installation phase.

The selected bidder shall do testing and demonstrate on actual load to the concerned Network Engineer of APSFL.

The selected bidder shall give orientation to concerned maintenance team of supplied equipment.

5. Technical Specifications

5.1 1KVA with 6Hrs back up UPS:

S.No	Description	
1	True On-Line based UPS with double conversion technology with inbuilt galvanic Isolation transformer. The isolation transformer must have the operating Range: 200V-350V, Step Down: -100:90, Two earth pits to be provided as per electrical standards	
2	UPS should have IGBT based rectifier and inverter	
3	Temperature compensated battery charging feature should be built-in for prolonged battery life	
4	True On Line based UPS with double conversion technology	
5	Type:	Online
6	Capacity:	1 KVA
7	Backup time:	6 hrs
8	Input Frequency	40 Hz ~ 70 Hz
9	Input Voltage	160-280V AC (at 100% Load)
10	Output Voltage:	230 V +/- 1%V
11	Output Frequency	50Hz+/- 0.2Hz
12	Input Power Factor	>0.9
13	Output Harmonic Distribution	<6%
14	Waveform:	Pure Sinewave
15	Alarm	On Battery, Low Battery, UPS Over Load
16	Computer interface	RJ45 with SNMP
17	Battery makes	Panasonic / Southern / YUSA / Exide / CSB / Amaron / Relicell/Rocket/Equivalent
18	Battery Type	200 Ah along with stand and complete wiring
19	No. of Batteries	3
20	Transfer Time of the Battery	Zero

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21	Over Load Capacity	105% - 110%:10 mins; 110% - 130%:1min; >130%:3sec
22	Inverter Efficiency	90%
23	Overall Efficiency	88%
24	Crest Factor	3:1
25	Regulation	+/-1%
26	Protection	Advanced electronic protection for device safety backed with MCB's, Fast acting fuses & High-speed pulse blanking. Electronic over voltage/under voltage, output short circuit
27	LCD display	Output voltage, Output current, Output frequency, Input Voltage, Battery Voltage & Fault Indicators
28	Load Test	At 100% load on resistive load
29	THD	<3% for linear &<6% for non-linear
30	Certification	ISO 9001:2008, 14001: 2004 & 18001:2007
31	Charging Current	10% of battery AH

5.2 3KVA with 4Hrs back up UPS

S.No	Description	
1	True On-Line based UPS with double conversion technology with inbuilt galvanic Isolation transformer. The isolation transformer must have the operating Range: 200V-350V, Step Down: -100:90, Two earth pits to be provided as per electrical standards	
2	UPS should have IGBT based rectifier and inverter	
3	Temperature compensated battery charging feature should be built-in for prolonged battery life	
4	True On-Line based UPS with double conversion technology	
5	Type:	Online
6	Capacity:	3 KVA
7	Backup time:	4 hrs
8	Input Frequency	40 Hz ~ 70 Hz
9	Input Voltage	160-280V AC (at 100% Load)
10	Output Voltage:	230 V +/- 1%V
11	Output Frequency	50Hz+/1 0.2Hz
12	Input Power Factor	>0.9
13	Output Harmonic Distribution	<6%
14	Waveform:	Pure Sinewave
15	Alarm	On Battery, Low Battery, UPS Over Load
16	Computer interface	RJ45 with SNMP
17	Battery makes	Panasonic / Southern / YUSA / Exide / CSB / Amaron / Relicell/Rocket/Equivalent
18	Battery Type	100 Ah along with stand and complete wiring
19	No. of Batteries	8
20	Transfer Time of the Battery	Zero
21	Over Load Capacity	105% - 110%:10 mins; 110% - 130%:1min; >130%:3sec
22	Inverter Efficiency	90%
23	Overall Efficiency	90%
24	Crest Factor	3:1
25	Regulation	+/-1%
26	Protection	Advanced electronic protection for device safety backed with MCB's, Fast acting fuses & High-speed pulse blanking. Electronic over voltage/under voltage, output short circuit

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27	LCD display	Output voltage, Output current, Output frequency, Input Voltage, Battery Voltage & Fault Indicators
28	Load Test	At 100% load on resistive load
29	THD	<3% for linear & <6% for non-linear
30	Certification	ISO 9001:2008, 14001: 2004 & 18001:2007
31	Charging Current	10% of Battery AH

5.3 5KVA with 6 Hrs back up UPS

S.No	Description	
1	True On Line based UPS with double conversion technology with inbuilt galvanic isolation transformer. The isolation transformer must have the operating Range: 200V-350V, Step Down: -100:90, Two earth pits to be provided as per electrical standards	
2	UPS should have IGBT based rectifier and inverter	
3	Temperature compensated battery charging feature should be built-in for prolonged battery life	
4	True On Line based UPS with double conversion technology	
5	Type:	Online
6	Capacity:	5 KVA
7	Backup time:	6 hrs
8	Input Frequency	40 Hz ~ 70 Hz
9	Input Voltage	160-280V AC (at 100% Load)
10	Output Voltage:	230 V +/- 1%V
11	Output Frequency	50Hz +/- 0.2Hz
12	Input Power Factor	>0.9
13	Output Harmonic Distribution	<2%
14	Waveform:	Pure Sinewave
15	Alarm	On Battery, Low Battery, UPS Over Load
16	Computer interface	RJ45 with SNMP
17	Battery makes	Panasonic / Southern / YUSA / Exide / CSB / Amaron / Relicell/Rocket/Equivalent
18	Battery Type	160 Ah along with stand and complete wiring
19	No. of Batteries	16
20	Transfer Time of the Battery	Zero
21	Over Load Capacity	125%:10 mins; 150%:1min;
22	Inverter Efficiency	90%
23	Overall Efficiency	85%
24	Crest Factor	3:1
25	Regulation	+/-1%
26	Protection	Advanced electronic protection for device safety backed with MCB's, Fast acting fuses & High-speed pulse blanking. Electronic over voltage/under voltage, output short circuit
27	LCD display	Output voltage, Output current, Output frequency, Input Voltage, Battery Voltage & Fault Indicators
28	Load Test	At 100% load on resistive load
29	THD	<3% for linear & <6% for non-linear
30	Certification	ISO 9001:2008, 14001: 2004 & 18001:2007
31	Charging Current	10% of battery AH

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6. Bid Evaluation Criteria and Process

6.1 Pre-Qualification Criteria

The bidder should satisfy the following Pre-qualification criteria to be eligible for further evaluation under this RFP. The bidder should enclose documentary evidence for fulfilling the Eligibility in the Pre-Qualification Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid is liable to be rejected.

The following is the Pre-Qualification Criteria:

S. No.	Eligibility Criteria	Documents Required
1	The Bidder should be a Sole Proprietorship firm or a company registered in India under the Companies Act, 1956 / 2013 /LLP Act 2008 /Indian Partnership Act 1932, as amended from time to time, and should be in operation for at least the last 3 years as on the date of bid submission.	For Sole Proprietorship firm, following documents are required. a. Copy PAN b. Proof of address and contact details For other, following documents are required: a. Copy of valid Certificate of Incorporation from Registrar of Companies b. Copy of Corporate Identification Number (CIN) c. Copy of GST registration certificate d. Copy of PAN
2	The Prime bidder has option of partnering with maximum three (3) consortium members. The 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.	In case the Consortium member is a Registered Company in India, they should produce the copy of the Certificate of Incorporation. In case, the Consortium member is Registered Partnership Company/Firm, they should produce the copy of Registered Partnership Deed. In case the Consortium member 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 should be provided].

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S. No.	Eligibility Criteria	Documents Required
		<p>A notarized or registered agreement between all the Consortium members mentioning the details of Prime bidder and other consortium members along with an outline of the financial strengths, technical strengths and the roles and responsibilities of each member of the consortium.</p> <p>Bidder is required to submit the consortium agreement</p>
3	<p>The cumulative annual turnover of the Bidder (including its consortium members, if applicable) in the financial years, FY 2018-19, FY 2019-20, FY 2020-21 and current financial year, should be at least INR 2.99 Crores.</p>	<p>Certificate from the Statutory Auditor of the Company mentioning year-wise annual turnover.</p> <p>And, Copy of audited profit and loss statement showing the year-wise turnover.</p>
4	<p>Average Net Worth of the Bidder (including its consortium members, if applicable), for the financial years, FY 2018-19, FY 2019-20, FY 2020-21 and current financial year, should be positive as per the audited financial results.</p>	<p>Certificate from Statutory Auditor clearly stating the Net worth of the Bidder.</p>
5	<p>Prime Bidder and any of the Consortium members should not have been blacklisted by any central or state Govt. department or PSU on the date of bid submission.</p>	<p>Bidder should submit an undertaking as mentioned in the RFP, that it has not been blacklisted/debarred by any Govt. department or any PSU in India as on bid submission date.</p> <p>In case of consortium, Prime bidder should submit an undertaking that prime bidder and the consortium member(s) have not been blacklisted/debarred by any Govt. department or any PSU in India as on bid submission date</p>

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S. No.	Eligibility Criteria	Documents Required
6	All documents in the proposed bid, shall be signed by an authorized signatory, in whose name the Power of Attorney/ Board Resolution, should be duly issued.	For Pvt. Ltd. firms, a Board Resolution, as mentioned in the RFP to be submitted. For others, the Power of Attorney, as mentioned in the RFP to be submitted.
7.	Prime Bidder/ Lead bidder to share the Document Verification Certificate	Certificate, on INR 100/- non-judicial stamp paper and duly notarized and stamp, to be enclosed along with the bid documents
8.	The technical compliance for the UPS/Batteries is to be met without any deviation.	The bidder shall submit all the technical leaflets/technical literature/product certifications etc. to confirm the technical compliance.

NOTE 1:

- a. Only the bids of those Bidders, who submit the prescribed Bid-processing fee and EMD, shall be considered for evaluation. The bids not accompanied with a valid Bid-processing fee and EMD as part of the proposal shall be summarily rejected.
- b. The Commercial bids of **only** those bidders, who meet the Pre-Qualification criteria, shall be opened.
- c. Bidders are required to provide the aforementioned information as per the formats provided along with the required supporting documents for each of the criteria mentioned above.
- d. Specifications and Amendments referred in the Clause No: 5, should also be submitted with Supporting Docs along with the PQ Documents.

Post Tender Discussions at any cost and at any form will not be entertained.

Proposals without necessary supporting documents or without meeting the prescribed qualification criteria will be treated as non-responsive and will not be considered for further evaluation.

6.2 Commercial Evaluation Criteria

- a. Financial bids submitted of only those bidders, who are qualified as per pre-qualification criteria shall be opened and are eligible for further evaluation.
- b. All the Pre-qualification qualified bidders shall be notified to participate in Commercial Bid opening process.
- c. Bidders quoting unrealistic cost shall be rejected straightaway by APSFL. Any bid found

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to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation.

- d. The commercial Bids for the Pre-Qualification qualified bidders shall be reviewed to determine whether the Commercial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.
- e. Commercial Bids that are not as per the provided format in section 6.2 shall be liable for rejection.
- f. In case of computation error in commercial forms, the Technical/Evaluation Committee's decision in this regard shall be final and binding on all.

6.3 Reverse Auction

- a. APSFL will schedule the reverse auction on the website of eProcurement.
- b. Only the qualified and whose financial bids are complying to the RFP requirements only will be permitted to participate in the reverse auction.
- c. The date and time will be intimated to the qualified bidders.
- d. Reverse auction will be conducted on the total price of the respective schedule, quoted by the bidder for the indicated quantities in the cost sheet.
- e. The amount quoted in the Bid will be considered for overall evaluation to arrive 'L1' bidder.
- f. The 'opening price' i.e. start price for Reverse Auction will be the L1 price quoted.
- g. The reverse auction will be conducted for the entire schedule. The bidder's screen will have provision for decrement of prices. In the bidder's screen the total price of his bid and the L1 Price at that instance will also be displayed.
- h. For the purpose of Reverse Auction, the minimum bid decrement will be Rs. 50,00,000/- (Rupees Fifty lakhs only)
- i. The Bidders can modify the total price of the bid based on the minimum bid decrement or the multiples thereof, to displace a standing lowest bid and become "L1", and this will continue as an iterative process.
- j. The reverse auction shall be conducted for 3 Hours. If any bidder submits a bid in the last 15 min of the auction closing time, the auction time will be automatically increased by 15 minutes. All bidders are required to submit their online bids during this period
- k. After the completion of the online reverse auction, the Closing Price (Final L1 Price) and the successful bidder shall be finalized. The bidder has to submit the breakup of the revised cost (post reverse auction) as per commercial bid format of RFP within 2 working days after completion date of the reverse auction to the Email address: apsfl@ap.gov.in.
- l. In case the bidder fails to submit the breakup of the cost quoted in the reverse auction, the quote shall stand cancelled and the EMD of the bidder will be forfeited.

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64 Selection Process of Bidder

Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria as per the quotes submitted in reverse auction

Note: Post award of work, APSFL has the right to alter the quantity of allotment to the successful bidder.

Note: All General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) as per Department of Roads and Buildings, Government of Andhra Pradesh are applicable for this RFP.

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Annexure A - Application Form

(On Bidder's letterhead)

(Date)

To,

Managing Director,
Andhra Pradesh State FiberNet Limited
NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,
NH -65, Vijayawada - 520001

Sub: ***Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs***

Ref: -----

Dear Sir,

With reference to your RFP Document dated -----, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal to provide Underground Optical Fiber Connectivity at the selected locations of Govt. Offices / Organizations / Institutions on Rate Contract.

- 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.

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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 selected supplier, 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 Consultancy for 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 hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Supplier or in connection with the Selection Process itself in respect of the above-mentioned Project.

9) 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.

10) I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.

11) 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)

Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Annexure B - Profile of Bidder/ Partners

(To be submitted by Bidder)

S. No.	Particulars	Details
1	Name of the Company	
2	Year of incorporation	
3	Nature of the Company (Registered Company)	
4	Registered Office Address	
5	Office Telephone Number	
6	Fax Number	
7	Contact Person	
8	Name	
9	Telephone Number	
10	Email Address	
11	Local presence at Andhra Pradesh, if any	
12	Office Address	
13	Office Telephone Number	
14	Fax Number	
15	Registration Details	
16	Permanent Account Number	
17	GST Registration Number	
18	Service Tax Registration Number	
19	Banker's Name, Address and Account Number	
20	No. of Technical Staff employed	

Witness:
 Signature -----
 Name -----
 Address -----
 Date -----

SUPPLIER:
 Signature -----
 Name -----
 Designation -----
 Company Seal
 Date -----

Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Annexure C – Declaration of Acceptance of Terms and Conditions in the RFP

(To be submitted by Bidder)

To, [Date]

Managing Director
Andhra Pradesh State FiberNet Limited
NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,
NH -65, Vijayawada - 520001

Sub: *Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs*

Ref: -----

Sir,

It is to certify that the RFP document – Ref: -----, Dated _is carefully read & understood and all the sections and clauses are COMPLIED UNCONDITIONALLY AND UNEQUIVOCALLY. There is no deviation from the terms and 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)

Note: A copy of this form should be returned along with the Bid duly signed

Witness:	Supplier:
Signature -----	Signature -----
Name -----	Name -----
Address -----	Designation -----
	Company Seal -----
Date -----	Date -----

Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance

To

Managing Director

Andhra Pradesh State FiberNet Ltd.

3rd Floor, NTR Administrative Block, Pandit Nehru Bus Station, NH-65,

Vijayawada – 520001, Andhra Pradesh,

India.

Subject: Undertaking on SoW Compliance and Unconditional Acceptance with reference to RFP No. -----

We, M/s _____, based at _____ hereby confirm our compliance to the requirements outlined in Section 4 - Scope of Work (SoW) of the above referenced RFP. By way of this compliance undertaking, we confirm that we have adequate capability and experience to perform the services outlined in the SoW, as per the requirements defined in the RFP.

We confirm our unconditional acceptance of full responsibility of providing services in accordance with the Terms and Conditions and Scope of work of this RFP.

For M/s _____

Authorized Signatory (duly signed and stamped)

Name

Designation

Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Annexure E – Pre-Qualification Compliance Documents

The bidder should attach following checklist for compliance with important criterion along with the bid to be submitted:

S. No.	Item	Complied (Yes/ No)	Remarks
1.	Bid Processing Fee		
2.	EMD		
3.	Application Form		
4.	All pages of bid are numbered, signed by authorized signatory and bids are sealed properly		
5.	Incorporation certificate, PAN, CIN, GST		
6.	Consortium Agreement (If any)		
7.	Proof of authorized signatory (Power of Attorney/ Board Resolution)		
8.	Profile of the Bidder		
9.	Financial Turnover and Net worth of the Bidder		
10.	Self-Declaration Certificate (Certificate to be enclosed in the bid duly signed by the authorized signatory on its letterhead) regarding blacklisting by any central or state Govt. department or PSU on the date of bid submission.		
11.	Technical compliance		
12.	Undertaking for Unconditional Acceptance of Terms and Conditions of the RFP		

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Annexure F – Financial Turnover and Net worth of the Bidder
(To be submitted by Bidder)

Annual Turnover of the Bidder

Criteria	Sub Criteria	FY	Total Financials
Financial Capability	Turnover from business activities	FY 2018-19	
		FY 2019-20	
		FY 2020-21	
		FY 2021-22	
Net worth	Measured as paid-up capital plus free reserves	FY 2018-19	
		FY 2019-20	
		FY 2020-21	
		FY 2021-22	

Documentary Proof Required:

- Statutory Auditor / CA Certificate clearly specifying the turnover for the specified years.
- Audited P&L and Balance Sheets

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Annexure G – Declaration regarding Clean Track Record

To, [Date]
Managing Director
Andhra Pradesh State FiberNet Limited
NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,
NH -65, Vijayawada – 520001

Sub: ***Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs***

Ref: -----

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)

Note:

- **Submission of this Annexure is mandatory along with the bid. Failure to submit this Annexure may lead to disqualification.**

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Annexure H – Power of Attorney

Sample form of Power of Attorney for signing the Application & Bid

(On INR 100.00 Non judicial Stamp Paper and duly notarized and Stamp)

KNOW ALL MEN BY THESE PRESENTS,

We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), _____ son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the M/s _____ (the “Andhra Pradesh State FiberNet Limited”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the APSFL, representing us in all matters before the APSFL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the APSFL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the APSFL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

The power of attorney shall be effective from _____ and will continue to be valid binding and unforgettable till the attorney Mr./Ms. _____ ceases to be in the employment of the company unless otherwise withdrawn earlier by the company. This power of attorney will supersede any power of attorney issued earlier prior to the date of execution. In case this Power of Attorney is withdrawn for any reasons, APSFL shall be pre intimated.

IN WITNESS WHEREOFF for and on behalf of M/s _____ Mr./Ms. _____ Managing director of the company has set his hands with company seal on the day of _____ Month of _____ year _____ and at _____.

For _____ (Authorised Signatory of the company)
(Signature, Name, Designation, Address and emblem of the office seal)

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1.

2.

Accepted (Authorised Signatory of the company)

(Signature in Duplicate, Name, Title and Address of the Attorney)

Witnesses:

1. (Notarized)

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power here-under on behalf of the Bidder.
- In case the Application is signed by an authorized signatory / Partner, a certified copy in the regard should be enclosed in lieu of the Power of Attorney.

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Annexure I – BoardResolution

Board Resolution (Suggested format)

(To be printed on organization letter head)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS of (Company Name) HELD ON (Date) AT (Address)

RESOLVED THAT the company has decided to authorize, Mr. / Ms. to sign and submit all the necessary applications, annexure, and other documents to be submitted by the company in connection with RFP ----- for “RFP for Selection of Agency for **Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs**”. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof.

Specimen Signatures of Authorised Signatory:

(Signature)

RESOLVED FURTHER THAT, a copy of the above resolution duly certified as true by designated director/ authorised signatory of the company be furnished to APSFL as may be required from time to time in connection with the above matter.

For the Organization,

(Seal & Signature)

Name:

Designation:

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Annexure J – Document Verification Certificate

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(On INR 100.00 Non judicial Stamp Paper and duly notarized and stamped)

I _____(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s_____ (hereinafter called the tenderer) for the purpose of RFP for Selection of Agency for execution of Underground Optical Fiber at Selected Locations of Government Offices / Institutions / Organizations on Rate Contract” as per the tender No.----- of APSFL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer(s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the tender documents from APSFL website <http://apsfl.in/tenders/> or AP procurement website www.apecurement.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the APSFL shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that

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my/our offer shall be summarily rejected.

8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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Annexure K – Earnest Money Deposit (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 no ----- 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:

Signature and seal of Guarantors (Bank)

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Commercial Forms

Annexure L – Commercial Proposal Submission Form

Dated:

To

.....
.....
.....
.....
.....

Sir/ Madam,

Subject: “ Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Reference: RFP No: -----

We, the undersigned SUPPLIER, having read and examined in detail all the RFP in respect of “**Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs**” do hereby propose to provide services as specified in the RFP number -----

1. PRICE AND VALIDITY

- a. All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 180 days from the date of opening of the RFP.
- b. We are an Indian Firm and do hereby confirm that our prices excludes all taxes. However, all the taxes are quoted separately under relevant sections and shall be applicable as per actuals.

- 2. We have studied the laws relating to Indian Income Tax Department and hereby declare that all income tax, surcharge on Income Tax, Professional and any other Corporate Tax, withholding tax as applicable under the law, shall be paid by us.

3. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD for a sum of **Rs. 1,96,158/- (In Words – Rupees One Lakh Ninety Six Thousand One Hundred and Fifty Eight Only)**. This EMD is liable to be forfeited in accordance with the provisions of the **Section II - General Instructions to Bidders**.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP.

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5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Scope of Work. These prices are indicated in Bid Submission Formats attached with our Financial Bid as part of the Bid Response and the price quoted in the reverse auction, as mentioned in the Clause no: 2.7 of the RFP.

7. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the Contract is awarded to us, we shall submit the Bank Guarantee for Contract performance in the prescribed format given in RFP.

We hereby declare that our Bidis made in good faith, without collusion or fraud and the information contained in the Bidis true and correct to the best of our knowledge and belief. We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

We confirm that no deviations are attached here with this financial offer.

Thanking you,

Yours faithfully,

(Signature of the SUPPLIER)

Printed Name

Designation Seal.

Date:

Place:

Business Address:

Witness:

Signature -----

Name -----

Address -----

Date -----

Supplier:

Signature -----

Name -----

Designation -----

Company Seal-----

Date -----

Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

Annexure M – Commercial Bid Cost Components

Price Bid for Selection of Agency for Supply, Installation and Commissioning of UPS at APSFL PoPs

S.No.	Description	Qty	Unit Cost	Total Cost
1	1 KVA 6 hrs	123		
2	3 KVA 4 hrs	15		
3	5 KVA 6 hrs	5		
Total cost (in words) A				

Bstteries

S.No.	Description	Qty	Unit Cost	Total Cost
1	65 AH	675		
2	120 AH	42		
3	150 AH	42		
Total cost (in words) B				

The Total of (A+B) should be quoted in eprocuremnt platform. Based on which L1 shall be finalized

Buy Back Batteries

S.No.	Description	Qty	Unit Cost	Total Cost
1	26 AH	1		
2	33 AH	1		
3	34 AH	1		
4	65 AH	1		
5	100 AH	1		
6	120 AH	1		
7	150 AH	1		
8	160 AH	1		
9	200 AH	1		
Total cost (in words)				

Note:

- Prices in Financial Bid should be quoted in the provided format.
- All prices should be quoted in Indian Rupees and indicated in both figures and words.
- In case there is discrepancy between words and figures, the amount in words shall prevail.
- APSFL reserves the right to reject the bid, which are not submitted in the prescribed format

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Instructions to fill the Financial Bid:

- a. Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank.
- b. All the prices are to be entered in Indian Rupees ONLY (%age values are not allowed).
- c. All the prices quoted in the Financial Bids shall be exclusive of applicable taxes and levies.
- d. APSFL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e. For the purpose of evaluation of Financial Bids the APSFL shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- f. The soft copy of the financial bid should be uploaded online. The financial bid formats shall be provided in company's letter of the lead bidder duly signed and stamped

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1.1 Other Forms and Formats

Annexure O – 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 for execution of Underground Optical Fiber at Selected Locations of Government Offices / Institutions / Organizations on Rate Contract, 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 until _____ (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 _____ 2021.

Place:

Date: Signature and seal of Guarantors (Bank)

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Annexure P – Draft Contract Format

THIS AGREEMENT made the _____ day of _____ 20XX

BETWEEN

The **APSFL** (hereinafter referred to as “the Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party _____ (hereinafter referred to as “the SUPPLIER”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____ of the Second Part.

WHEREAS

The Purchaser had invited Bids vide their Tender _____ (hereinafter referred to as “RFP”) for “Selection of agency for execution of Underground Optical Fiber at Selected Locations of Government Offices / Institutions / Organizations on Rate Contract”.

- (a) The SUPPLIER had submitted its proposal dated _____ (hereinafter referred to as the ‘Bid’) for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms & conditions of the RFP and this Contract.
- (b) The Purchaser has agreed to select the SUPPLIER for the provision of such services and the SUPPLIER has agreed to provide services as are represented in the RFP, including the terms & conditions of this Contract, the Schedules and Annexure attached hereto and in accordance with the terms & conditions of the RFP and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work
- (c) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (d) In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of the Contract referred to.
- (e) The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - i. the Scope of Work
 - ii. the General Conditions of the Contract
 - iii. Approach Paper on methodology and work plan for performing the assignment

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- iv. Copy of RFP, financial proposal as submitted by the SUPPLIER and as amended pursuant to the post bid negotiations
 - v. Format of bank guarantee for Performance Security.
 - vi. the Service Level Agreement (SLA)
 - vii. the Purchaser's Notification of Award.
- (f) In consideration of the payments to be made by the Purchaser to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (g) The Purchaser hereby covenants to pay the SUPPLIER in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, Sealed and Delivered by the said _____ (For the Purchaser in the presence of: _____ (WITNESS)

Signed, Sealed and Delivered by the said _____ (For the Bidder) in the presence of: _____ (WITNESS)

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Annexure Q – Pre-Bid Queries Format

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

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

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Annexure R – Consortium Agreement Format

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

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

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

WHEREAS Andhra Pradesh State FiberNet Limited has issued a Request for Proposal -----

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

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

- I. The purpose of the agreement is to define the principles of collaboration among the parties to: Submit a response jointly to bid for the tender ----- as a consortium.
 - a) Sign contract in case of award
 - b) Provide and perform the supplies and services, which would be ordered by the authority pursuant to the contract.
- II. This agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the authority ----- for and related execution works to be performed pursuant to the contract and shall not extend to any other activities.
- III. The parties shall be jointly and severally responsible and bound towards the authority for the performance of the works in accordance with the terms and conditions of the tender document, and contract.
- IV. _____ (Name of party) shall act as Lead Partner of the consortium. As such, it shall act as the coordinator of the party's combined activities and shall carry out the following functions:
 - a) To ensure the technical commercial and administrative coordination of the work package.

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- b) To lead the contract negotiations of the work package with authority.
 - c) The lead partner is authorized to receive instructions and incur liabilities for and on behalf of all parties.
 - d) In case of an award, act as channel of communication between the authority and the parties to execute the Contract
- V. That the parties shall carry out all the responsibilities of the project agreement.
- VI. That the broad roles and the responsibilities of each party at each stage of the bidding shall be as below:
- a. Party A:
 - b. Party B:
 - c. Party C:
- VII. That the parties affirm that they shall implement the project in good faith and shall take all necessary steps to see the project through expeditiously.
- VIII. That this MoU shall be governed in accordance with the laws of India and courts in Andhra Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

(Party of the first part)

(Party of the second part)

(Party of the third part)

Witness:

Note: Submission of this Annexure is mandatory along with the bid, in case of any consortium is formed. Failure to submit this Annexure may lead to disqualification

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9. Penalties and Payment Schedule

9.1 Service Level Agreements

Service Level Agreement (SLA)

The selected Vendor has to maintain the UPS that are commissioned by the service provider of APSFL for a period of three years from the date of commissioning as per the terms & conditions in the tender and to meet the SLA as stated below: The SLA will be calculated per District Basis on half yearly basis and the SLA parameters are as given below:

Severity	MTTR	Calls closure Target (measured monthly)	Penalty
Level 1	Up to 8 Hours	>95%	50% of cost of UPS x (number of unresolved tickets – 5% of total tickets reported in the time period) Or Zero (whichever is higher)
Level 2	Beyond 8 hrs & Up to 24 hrs (98% of the tickets raised)	>98%	75% of cost of UPS x (number of unresolved tickets – 2 % of total tickets reported in the time period) Or Zero (whichever is higher)
Level 3	Beyond 24 hrs and up to 40 hrs	>99.99%	90% of cost of UPS x (number of unresolved tickets – .001 % of total tickets reported in the time period) Or Zero (whichever is higher)
Level 4	Beyond 40 hrs		100% of cost of UPS x number of unresolved tickets

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

- i. Periods where the APSFL/Government office staff is inaccessible to confirm the status of the system after fault clearance by the vendor.
- ii. Periods where any UPS is switched off at Government office end due its own reasons. The UPS lies on APSFL to ensure that the on-site equipment are 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 UPS being voluntarily switched off, from the Down Time calculations.
- iii. Periods where the failure of any components or equipment belonging to APSFL/Government office.

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- iv. The time lost in attending to a complaint due to delay in entering APSFL's/Government premises shall not be considered as a down time

9.2 Project Milestone

Milestone	Activity Description	Timelines
	Award of Contract	T
Milestone - 1	Supply of 1 KVA UPS 6 Hrs back up – 41 Qty Supply of 3 KVA UPS 6 Hrs back up – 5 Qty Supply of 5 KVA UPS 8 Hrs back up – 3 Qty Supply of 65 AH batteries – 225 Supply of 120 AH batteries – 14 Supply of 150 AH batteries - 14	T+15 Days
Milestone - 2	Supply of 1 KVA UPS 6 Hrs back up – 41 Qty Supply of 3 KVA UPS 6 Hrs back up – 5 Qty Supply of 5 KVA UPS 8 Hrs back up – 3 Qty Supply of 65 AH batteries – 225 Supply of 120 AH batteries – 14 Supply of 150 AH batteries - 14	T+35Days
Milestone - 3	Supply of 1 KVA UPS 6 Hrs back up – 41 Qty Supply of 3 KVA UPS 6 Hrs back up – 5 Qty Supply of 5 KVA UPS 8 Hrs back up – 4 Qty Supply of 65 AH batteries – 225 Supply of 120 AH batteries – 14 Supply of 150 AH batteries - 14	T+45 Days

9.3 Payment Terms

- The successful bidder shall be entitled to raise invoices (along with all supporting documents), as per below stated milestones. APSFL shall release payments against all valid invoices, subject however to satisfactory acceptance of the deliverables as per the scope of work.
- APSFL shall release 95% payment against each milestone after successful delivery, submission of Acceptance test report, Handedover certificate, certification from Authority and all related documents.
- APSFL shall release remaining 5% payment after the completion of warranty period.

Note:

- a. All payments shall be released after certification of delivery, installation and acceptance test as per the Deliverables

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- b. All payments shall be made in Indian rupees only (INR).
- c. Payment shall be released against the invoices raised by supplier on providing all relevant documents timely, including acceptance testing report duly signed and approved by APSFL / APSFL authorized agency / or its nominated representative and are complete in all respect and subsequent approval.
- d. Payment shall be subject to deductions of any amount for which the supplier is liable under the RFP conditions. Further, all payments shall be made subject to deduction of applicable taxes and other Government levies like TDS (Tax Deduction at Source) and etc., as per the current Income-Tax Act.
- e. All payments shall be released only after deducting the all SLA Penalties as applicable.

9.9 Deliverables

- I. Original Tax invoice
- II. Signed delivery challan
- III. Acceptance test report from APSFL management
- IV. Handed over certificate from Warehouse manager
- V. Certification from Authority.
- VI. Warranty cards
- VII. Bank Guarantee (if applicable)