



REQUEST FOR PROPOSAL (RFP)

for

Selection of an agency for providing manpower on outsourcing basis to Andhra Pradesh State FiberNet Limited

Ref. No- APSFL/Admin/Manpower/2025, Dt: 23.10.2025

Andhra Pradesh State FiberNet Limited

NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,
Vijayawada – 520 013

Web address: www.apsfl.in

Email address: apsfl@ap.gov.in

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Disclaimer

The information contained in this Request for Proposal (“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 regulations or tort, 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.

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

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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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1. Introduction

Andhra Pradesh State FiberNet Limited (APSFL) has been incorporated under the Companies Act, 2013 in October 2015, to undertake the works of AP Fiber Grid, its operations & maintenance and its business activities. It is a fully owned entity of the Government of Andhra Pradesh under the control of Infrastructure & Investment (I&I) department. APSFL aims to provide the high quality & affordable digital services to households, Government and Business entities across the State of Andhra Pradesh.

The APSFL has obtained the required licenses to carry on its business activities – Internet Service Provider (ISP-B), National Long Distance and Unified Service Access License from the Dept. of Telecom, Govt. of India. APSFL currently serving to 5+ lakhs active subscribers across the State in partnerships with about 7,000+ LCOs.

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 RFP for Selection of agency for supply of Manpower for APSFL Head office and Maintenance of its Digital Infrastructure spread across the State of Andhra Pradesh.

Interested bidders are advised to study this RFP carefully before submitting the proposals in response to the RFP. Submission of a proposal 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.apsfl.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 for further process.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting, with representatives not more than two (2) from each bidding firm. Attending the pre-bid meeting is optional.

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1.2 Procedure for Bid Submission

All bidders should submit the bid along with Original DD towards the bid processing fee & Original BG towards EMD in sealed envelopes at APSFL office, Vijayawada before proposal due date. APSFL shall carry out the evaluation solely based on the submitted documents.

APSFL will not take any responsibility for any delay in receipt/non-receipt of bid, original DD/BG towards Document Fee/ EMD before the stipulated time.

S. No.	Details for EMD	
1	Name of Beneficiary	Andhra Pradesh State FiberNet Ltd
2	Name of Bank	Andhra Bank
	Bank Address	Andhra Bank, Main Branch,
		RR Appa Rao Street, Vijayawada,
		Andhra Pradesh
3	Bank Account No	060611100003785
4	IFSC CODE	UBIN0806064
5	MICR CODE	520026016
6	BRANCH CODE	0606

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

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1.3.1 Key Events & Dates

1.	Name of the Authority	Managing Director Andhra Pradesh State FiberNet Limited
2.	Name of the Assignment	RFP for selection of agency for providing manpower on outsourcing basis to Andhra Pradesh State FiberNet Limited
3.	RFP Number	APSFL/Admin/Manpower/2025, dt: 23.10.2025
4.	Place of availability of Tender Document (RFPs)	http://apsfl.in/tenders/
5.	Place of submission of Bids	Sealed envelopes must be submitted at the APSFL Head Office, Vijayawada, before the due time
6.	Tender Document (RFP)	Request for Proposal Document
7.	Tender Type (Open/Limited/EOI/Auction/Single)	Open
8.	Tender Category (Services/Products/works)	Services
9.	Type/Form of Contract (Commission/Lumpsum)	Commission
10.	Re-bid submission before submission date/ last date of submission allowed by the Bidder (Yes/No)	Yes
11.	Withdrawal Allowed (Yes/No)	No
12.	Is Multi Currency Allowed	No (Only Indian Rupees)
13.	Last date and time for receiving queries/clarifications	30.10.2025 at 03:00 PM No communication, in any form and for any reason, will be entertained post this date andTime.
14.	Last date and time for submission of Proposal (Proposal Due Date)	06.11.2025 at 03:00 PM The sealed bid envelope must be submitted by hand or through registered post/courier to APSFL Head office, Vijayawada
15.	Date and time of opening of Pre-qualification	06.11.2025 at 05:00 PM Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520001

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		Web address: http://www.apsfl.in Email address: apsfl@ap.gov.in
16.	Bid Processing Fee (Non - refundable)	Bid Processing Fee (Non-refundable): INR 11,800 (including GST) The tender processing fees can be paid 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.
17.	Bid Security / EMD (Refundable / Convertible)	Bid Security / EMD (Refundable / Convertible): INR 33,00,000/- (Rupees Thirty-Three Lakhs only) The EMD shall be payable in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Andhra Pradesh State FiberNet Limited, payable at Vijayawada. Bid Security / EMD should be valid for a period of 180 (One Hundred and Eighty) days from bid submission Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of successful Bidder furnishing the performance security. The EMD (bid security) of the unsuccessful Bidder/s will be discharged / returned as promptly as possible. No interest will be payable by APFSL on the amount of the EMD (Bid Security).
18.	Performance Security	Performance Security of Rs. 1,34,70,000/- shall be submitted and valid for 60 days beyond the date of completion date (including extension, if any) of the agreement/contract/scope of work. Performance Security shall be in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Andhra Pradesh State FiberNet Limited, payable at

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		Vijayawada. Name of the Beneficiary: ANDHRA PRADESH STATE FIBERNET LIMITED Bank Name: Union Bank Bank Account Number: 060611100003785 IFSC code: UBIN0806064 MICR Code: 520026016 Branch Code: 000606 Branch Name: Main Branch, RR Apparao Street, Vijayawada,
19.	For any enquiries and clarifications, please contact:	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;
20.	Validity of the Proposal	Bidder proposals shall remain valid for a Period of 90 days from the bid submission date.
21.	Nature of Bid Process	Two stages a) Stage- I: Pre-Qualification Eligibility b) Stage- II: Commercial Bid
22.	Method of Selection	As per RFP
23.	Tenure of Contract	One year, extendable by another 1 (one) yearsubject to mutual agreement between Client and Agency

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

2. General Instructions to Bidder

2.1 Earnest Money Deposit (EMD)

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

2.2 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 www.apsfl.in. 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.

2.3 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.

2.4 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.

2.5 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.

2.6 Bid Prices

- The Bidder shall indicate the price in the prescribed format only.
- 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.
- Prices shall be quoted in Indian Rupees (INR), shall be exclusive of Goods and Service Tax (GST).

2.7 Bidder Representative

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

2.8 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.

2.9 Documents comprising the Bids

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

Bidders shall prepare the following two separate sealed envelopes:

Superscribed as:

“Envelope 1 – “PQ” bid folder – [Tender Name/No.] – [Bidder Name]”

This envelope should contain the following:

If the following documents are not found in the “PQ” bid folder, the bid shall be considered as non-responsive and may be rejected.

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- Annexure A – Application Form
- Annexure B – Profile of Bidder/ Partners
- Annexure C – Declaration of Acceptance of Terms and Conditions in the RFP
- Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance
- Annexure E – Pre-Qualification Compliance Documents
- Annexure F – Financial Turnover and Net worth of the Bidder
- Annexure G – Format for Past Experience of the Bidder
- Annexure H – Declaration regarding Clean Track Record
- Annexure I – Undertaking to be given by the company /Partnership firm along with the tender regarding relatives.
- Annexure J – Board Resolution
- Annexure K – Document Verification Certificate
- Annexure S – Self declaration on current manpower
- Earnest Money Deposit (EMD)
- Demand Draft for Bid processing fees
- Documents pertaining to the clause no. 4.1, Pre-Qualification Criteria

Envelope 2 – Financial Bid

Superscribed as:

“Envelope 2 – Financial Bid – [Tender Name/No.] – [Bidder Name]”

This envelope should contain:

- Annexure M – Commercial Proposal Submission Form
- Annexure N – Commercial Bid Cost Components

Outer Envelope – Final Submission Package:

Place **both Envelope 1 (PQ Bid)** and **Envelope 2 (Financial Bid)** in a **larger sealed envelope**, superscribed as:

“Bid for [Tender Name/No.] – [Bidder Name]”

The outer envelope should mention:

- Name and full address of the bidder
- Contact details (phone number and email ID)
- Addressed to:

The Managing Director

Andhra Pradesh State FiberNet Limited (APSFL)
3rd Floor, NTR Administrative Block

Pandit Nehru Bus Station, NH-65
Vijayawada – 520001, Andhra Pradesh

2.10 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.

2.11 Opening of Bids

Technical Bids will be opened first on the scheduled date and time in the presence of the bidders or their authorized representatives.

Financial Bids of only technically qualified bidders will be opened at a later date, which will be communicated accordingly.

2.12 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 fulfil 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.

2.13 Bids Not Considered for Evaluation

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

2.14 Pre-Qualification

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

2.15 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 and finalize the L1 bidder

2.16 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.

2.17 Contacting APSFL

Any effort by a Bidder to influence the Technical Evaluation and 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.

2.18 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.

2.19 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.

2.20 Signing of Agreement

The signing of agreement for the project is as follows:

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.

2.21 Discharge of Bid Security (EMD)

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

2.22 Expenses for the Agreement

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

2.23 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.

2.24 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). However, a penal interest of 15% per annum shall be charged for the delay beyond 15 days, i.e. from 16th 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 agreement 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 contractor shall, and when required, and at a rate as stipulated in the key events, submit a revised Performance Bank Guarantee to cover any increase in the agreement value beyond 5% of the original agreement value. Also, to reinstate the requisite PBG values, if any deductions are made on account of default/failure of discharging the contractual obligations.
- d. The Performance Security shall be released after the completion of the agreement time and agreed scope of work, based on the 'completion certificate' issued by the competent authority of the Client stating that the Bidder has completed the scope work in all respects satisfactorily. The security deposit shall be discharged only after successful completion of knowledge transfer, records & material handover, which shall be certified through a No Due Certification by the Client.
- e. Whenever the contract is rescinded, the security deposit shall be forfeited, and the Performance Security be encashed. The balance scope work shall be executed independently without risk and cost to the Client and all such costs shall be deducted from the PBG. The failed Bidder shall be debarred from participating in all future tenders. 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 all future tenders.
- 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 fulfilment 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.

2.25 Rejection Criteria

- 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:
 - Proposal not submitted in accordance with the procedure and formats prescribed in this document.
 - 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.
 - The Bidder proposing a “Conditional-Proposal”.
 - Proposal is received in incomplete form.
 - Proposal is not accompanied by all the requisite documents.
 - 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.
 - Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - 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.
 - 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.
- 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.
- Prevention of Collusion of Vendor: with a view to prevent collusion or the formation into a ring by vendor / Bidder, the following are issued.
 - Tender Schedules shall be issued till a date prior to the last date of submission of tenders.
 - 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).
- 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.

2.26 Termination of Contract

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

2.27 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.

2.28 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.

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

2.30 Execution of Contract / Agreement

The successful bidder should nominate and intimate APSFL, a Single Point of Contact (SPoC) who is fully familiarized with the RFP Conditions, Scope of Work and deliverables.

2.31 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 agreed scope of work. Any delay due to the Force Majeure conditions or delay not due to the successful bidder will be exempted.

- 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:
- a. Extension of time may be permitted to complete the scope of work.
 - b. Additional resources will be requested for speeding up the work.
 - c. Liquidated Damages will be levied.
 - d. Contract with the successful bidder may be terminated as per the Termination clause.
 - e. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

2.32 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

2.33 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.

3. Scope of Work

Andhra Pradesh State FiberNet Limited (APSFL) intends to engage a professional and experienced outsourcing agency for deployment, management, and administration of manpower resources to support its operations across various functions.

The selected agency shall be responsible for the following scope of work:

Transfer of Existing Employees

- The agency shall take over the responsibility of the **existing workforce** currently engaged with APSFL
- Ensure **seamless transfer** of employees without disruption to ongoing operations.
- Ensure continuity of service benefits, where applicable, and integrate them under the new agency's administrative framework in coordination with APSFL.

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The tentative number of existing employees is as follows:

S.NO	Designation	No.of employees
1	Assistant General Managers	1
2	Senior Managers	11
3	Managers	10
4	Assistant Managers	20
5	Executives	6
6	Sub- staff	9
7	DHQ Engineers	23
8	Fiber In-Charge	8
9	POP Engineers	138
10	FRT Splicers	84
11	FRT Assistant Splicers	19
12	FRT Helpers	75
Total		404

Deployment of New Employees

- The agency shall **recruit, onboard, and deploy new personnel** as per the manpower requirements along with Job descriptions raised by APSFL from time to time.
- All recruitment shall be made only upon **approval of the Managing Director, APSFL, and/or Board**, as applicable.
- The recruitment process shall include:
 - Sourcing and screening of candidates
 - Conducting interviews/tests, if required
 - Document verification
 - Background checks

3.1 Responsibilities

- A. The Selected Agency shall deploy a dedicated manager who shall maintain close co-ordination with the concerned designated officials or authorities of APSFL. The management of all Staff of the Agency deployed shall be the responsibilities of the Selected Agency.
- B. The Selected agency shall have DBT system to avoid delays in transferring salaries to staff at any cost. The financial institutions are offering the DBT systems to agencies where the financial transactions are highly floating 24/7.
- C. The Selected Agency shall not employ any person as a Staff who was earlier removed or dismissed by APSFL and having criminal background. Necessary background checks to be done by the agency before deployment of the staff and a report of Background check to be submitted to APSFL.
- D. The Staff deployed must be proficient in speaking local languages (Telugu), well

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mannered, courteous with proven integrity.

- H. The net salary payable to the candidate will be paid by the agency considering the deductions of:
 - a. EPF Contribution of Employee
 - b. Professional Tax
 - c. ESI
 - d. Income Tax if applicable (The above deductions are for eligible employees)
- I. The other contributions amount of EPF/ESI contribution of Employer, the agency commission, Goods and Service Tax and other statutory charges shall not be deducted from the employee's salary and the Client will pay such amounts to the agency and agency shall in turn remit/file to the concerned Depts within 7days after receipt of payment from APSFL and furnish compliance reports to APSFL without fail. Any penalties on account of delay shall be responsibility of the agency only. The pay roll for the following month shall be processed only on submission of proof of statutory payments made for the previous month by the agency.
- J. All the new deployments from time would be with written approval of MD, APSFL only and the agency shall deploy these staff within the stipulated time as required by APSFL.
- K. The selected agency shall be the principal employer for all staff deployed by them for the services of APSFL across the State. The Agency shall appoint all such staff deployed for APSFL, through a proper procedure which includes an appointment letter, salary slips, and other obligations of an employer to staff. The agency shall regularly provide salary slips, hike & transfer letters, form 16 and other relevant documents to the employee as and when required. The agency shall also provide proof of employment, if required by the staff, for obtaining loans from the banks and financial institutions, as required.
- L. Either the employee or the manpower agency, shall have no right, privilege, whatsoever for any appointment in APSFL, Vijayawada, in temporary/adhoc/daily/ wages/ regular capacity on the basis of their work in APSFL, Vijayawada. The agency shall be liable for all statutory obligations towards all staff deployed by them.
- M. The selected agency shall monitor and complete the joining formalities of the selected staff member's deployment at APSFL work location in coordination with the nominated officer of APSFL, by duly acknowledging the prevailing checklist of the client.
- N. All records maintenance w.r.t. personnel of these staff shall be the responsibility of the agency, and all such records shall be submitted to APSFL as on when required for verification.
- O. The salary advice is made to APSFL by 23rd of every month based on the attendance

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recorded by the employees during their employment for the period from 21st day of the previous month to 20th day of current month and agency would co-ordinate with the APSFL to generate the invoice on or before 25th of every month. The invoice amount is to be paid by APSFL on or before last day of every month, subject to completion of all obligation including salary payments, statutory compliances of previous month. The agency shall credit the wages to the respective employees as per the salary advice within 24 hours.

- P. The selected agency will get the employees insured (Eligible) within 7 days from date of joining and maintain the ESI/ EPF validity for the employee until separation. registrations after disbursement of first salary.
- Q. Any exit formalities shall be carried out with prior intimation, approval, and in accordance with the norms of APSFL, Vijayawada. The resource shall exit only after completing knowledge transfer and obtaining an NOC from the Authority.
- R. APSFL shall have the right to ask for disciplinary action against any staff deployed based on their performance, defaults, negligence at work etc., and also have the right to ask for replacement of the staff within stipulated time, at no additional cost, which shall be honoured by the agency.
- S. The staff are required to be deployed during the normal working hours as assigned by the Client during their joining, however, in case of any requirement arises, the staff is required to perform their duty beyond original working hours also

3.2 Permits & Licenses

The selected agency declares and ensures that it has all required statutory licenses/permits for the services to be rendered to AP STATE FIBERNET LIMITED, Vijayawada under this tender and of any permit or license still is required to be obtained by the agency for any fulfilling of its obligation under the tender, they also undertake to obtain all such licenses and permits as required under laws, rules particularly contract Labour (R and A) act, Minimum, Wages act EPF, ESI Act etc. APSFL shall not be responsible for any such defaults and the agency shall be solely responsible for all such issues.

3.3 Fraudulent Activity

- The deployed staff if found indulging in any activity which directly or indirectly prejudice to the interest of the Department or found guilty of - indulging in any
- malpractice such as forgery, falsification or fabrication of any documents or introduction of any liability in connection with the services as per the agreement.
- For the reported incidence of occurrence of failure of obligations to the terms of the contract as defined above, the Department reserves the right to terminate the contract giving a notice period of 30 days. In such conditions, the Department shall forfeit fully the Performance Security Deposit (SD).

- The Department also reserves the right to blacklist the firm or disqualify the firm to participate in any tender or RFP issued by the Department for the next 5 (five) years in case of termination of contract on grounds of non-performance of any of the contract conditions

3.4 Miscellaneous

The Following are the other terms made to ensure that the services delivered by selected agency, as in conformance with the expectations of ANDHRA PRADESH STATE FIBERNET LIMITED

- i. In case of any major complaint regarding the resources deployed by selected agency, APSFL reserves its right to terminate the contract for convenience by issuing 30 days written notice to the selected agency.
- ii. In case, if the performance of the resources deployed is not up to the satisfaction of the Department, the selected agency shall replace the individual with a suitable candidate.
- iii. The selected agency, undertake to AP STATE FIBERNET LIMITED, Vijayawada that, the agency shall be liable and answerable to any and all acts done by agency representatives and also undertake to commit and be liable for their acts, omissions which may come to the scrutiny and notice of the officials of APSFL at any point of time, even if APSFL, Vijayawada ceases to utilize agency.
- iv. The agency shall be liable to pay all statutory taxes and dues to the concerned departments including GST or any enhancements thereof from time to time and AP STATE FIBERNET LIMITED is absolved of all and any liability on this count.
- v. All payments would be made to agency subject to deduction of tax at source as applicable
- vi. The selected agency shall be responsible for any statutory/ government taxes, revenues, duties, levies etc. which may become payable under this tender.
- vii. AP STATE FIBERNET LIMITED, Vijayawada bears no liability for personal injury, property damage or infringement of the Consultants/Employees/Agents/arising out of the agency performance of this tender.
- viii. The agency shall perform the services and carry out its obligations under the contract due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry with professional engineering and training/ consulting standard recognized by national/ international professional bodies and shall observe sound management practice.
- ix. The selected agency shall always act, in respect of any matter relating to this document, as faithful advisors to AP STATE FIBERNET LIMITED and shall at all times, support and safeguards AP STATE FIBERNET LIMITED's legitimate interests.
- x. The selected agency agrees with AP STATE FIBERNET LIMITED, Vijayawada for honouring all aspects of fair-trade practices in executing the work orders placed.
- xi. The agency shall comply with all statutory payments like minimum wages contributions

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to ESI, EPF, Contract Labour (taxes or any other and payments) etc.

- xii.** In case of default on non-payment of statutory obligations like EPF, ESI for eligible employees etc, the selected agency will be penalized or fined a payment equivalent of dues by principal with damage & interest accordingly for each reported case.
- xiii.** APSFL shall have the rights to audit at any responsible time and after giving reasonable notice to send its authorized representatives to examine all pertinent documents and materials in the possession of agency

4. Bid Evaluation Criteria and Process

4.1 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 can be either a. A company (Private or Public), or b. A registered partnership firm, or c. An LLP firm or d. A Proprietorship firm	Copies of a. Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association b. Registered partnership firm • Registration certificate • Deed of Partnership c. LLP firm • Certificate of Incorporation • Deed of Partnership d. Proprietorship • A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern, and he/she is sole proprietor of the Concern.
2	The bidder must have valid PAN, GST, ESI, EPF & Labour License Registration Certificate issued by the Labour Department, Govt. of A.P,	Copies of valid, ESI, EPF & Labour License, GST and PAN to be submitted.
3	The Average annual turnover of the Bidder in the financial years i.e. FY 2022-2023, FY 2023-2024, FY 2024-25 and current financial year, should be at least INR 20 Crs.	Certificate from the Statutory Auditor of the Company mentioning year-wise annual turnover and copy of audited profit and loss statement showing the year-wise turnover, as mentioned in Annexure –F of the RFP
4	Average Net Worth of the Bidder, for the financial years, i.e. FY 2022-2023, FY 2023-2024, FY 2024-25 and current financial year, should have positive net worth as per the audited financial results.	Certificate from Statutory Auditor clearly stating the Net worth of the Bidder, as mentioned in Annexure – F of the RFP

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5	The bidders must have executed three similar projects within the last three financial years (FY 2022-23, FY 2023-24 and FY 2024-25), with each work order put to a value of minimum INR 4 Cr. and each work order involving deployment of at least 100 personnel. Eligible projects may be for Central/ State Governments, Public Sector Undertakings, or private sector.	Copy of valid Work Orders on the letterhead of the client clearly mentioning the work completed/ executed as mentioned in Annexure– G of the RFP.
6	Bidder should not have been blacklisted/ terminated by any central or state Govt. department or PSU on the date of bid submission.	Bidder should submit an undertaking, as mentioned in Annexure-H of the RFP, that it has not been blacklisted/ debarred/ terminated by any Govt. department or any PSU in India as on bid submission date.
7	All documents in the proposed bid, shall be signed by an authorized signatory, in whose name the Board Resolution, should be duly issued.	Bidder shall submit Board Resolution, as mentioned in Annexure- J of the RFP to be submitted.
8	Bidder shall 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 (as per the format enclosed as Annexure – K in of the RFP.
9	Certification from the Bankers	Bidder shall submit the certification from the Bank Managers of Nationalized / Scheduled Banks in India stating that they are affiliated with them and shall provide loans, and banking services to the Employees
10	Self-declaration	Bidders should submit a self-declaration mentioning the total manpower being employed under outsourcing by the agency as on date (Annexure – R).

NOTE:

- a. Any agency that has previously worked with APSFL as an outsourcing agency **must mandatorily submit a performance certificate** issued by the competent authority of APSFL, clearly indicating the period of engagement, nature of services rendered, and performance assessment.

- b. 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.
- c. The Commercial bids of only those bidders, who meet the Pre-Qualification criteria shall be opened.
- d. 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.
- e. **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.

5. Commercial Evaluation Criteria

- i. Financial bids submitted of only those bidders, who are qualified as per pre-qualification criteria shall be opened and are eligible for further evaluation.
- ii. All the Pre-qualification qualified bidders shall be notified to participate in Commercial Bid opening process.
- iii. Bidders quoting unrealistic cost shall be rejected straightaway by APSFL. Any bid found to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation.
- iv. 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.
- v. Commercial Bids that are not as per the provided format shall be liable for rejection.
- vi. 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. Award Criteria

- The L1 bidder shall be eligible for award.

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

7. Annexures - Bid Submission Forms

7.1 Pre-Qualification Evaluation Forms

“The following documents are not found in the “PQ” bid Envelop, the bid shall be considered as non-responsive and may be rejected. Failure to submit any of the forms in this section shall lead to disqualification of the bidder.”

7.2 Annexure A - Application Form

(On Bidder's letterhead with Authorized signatory)

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

Date:

Sub: Selection of -----

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 Supply of MANPOWER on outsourcing basis as per conditions of the RFP -----.

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 us Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the 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

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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)

7.3 Annexure B - Profile of Bidder/ Partners

(On Bidder's letterhead with Authorized signatory)

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	
19	Banker's Name, Address and Account Number	
20	No. of Technical Staff employed	

Witness:

Signature -----

Name -----

Address -----

Company Seal

Date -----

SUPPLIER:

Signature -----

Name -----

Designation -----

Date -----

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

(On Bidder's letterhead with Authorized signatory)

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

[Date]

Sub: Selection of --.

Ref: , dated:

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:

Signature -----

Name -----

Address -----

Company Seal

Date -----

SUPPLIER:

Signature -----

Name -----

Designation -----

Date -----

7.5 Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance

(On Bidder's letterhead with Authorized signatory)

Date

To

Managing Director

Andhra Pradesh State FiberNet Ltd. 3rd Floor,
NTR Administrative Block, Pandit Nehru Bus Station, NH-65,
Vijayawada – 520001, Andhra Pradesh, India.

Sub: Selection of --.

Ref: _____, dated: _____

We, M/s _____, based at hereby confirm our compliance to the requirements outlined in 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

7.6 Annexure E – Pre-Qualification Compliance Documents

(On Bidder's letterhead with Authorized signatory)

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	Proof of authorized signatory (Power of Attorney/ Board Resolution)		
6	Profile of the Bidder		
7	Certificate of Incorporation, GST, PAN		
8	Financial Turnover and Net worth of the Bidder duly certified by the Auditor		
9	Previous experience for supply of manpower in the last three financial years as on bid submission date.		
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	Undertaking for Unconditional Acceptance of Terms and Conditions of the RFP		
12	Document Verification Certificate		
13	Performance Certificate		
14	Certification from Bankers		
15	Self-declaration on current manpower being outsourced by the agency as on date.		

7.7 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 businessactivities	FY 2022-23	
		FY 2023-24	
		FY 2024-25	
Net worth	Measured as paid-up capitalplus free reserves	FY 2022-23	
		FY 2023-24	
		FY 2024-25	

Documentary Proof Required:

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

7.8 Annexure G – Format for Past Experience of the Bidder

Please provide citations as per the Qualification / Technical criteria in the format provided below. The relevant documentary proofs need to be attached.

Project Title (Attach separate sheet for each Project)			
Name of Client		Address	
Type of Client (Govt./PSU/Others)		Order Value of the Project (INR Cr.)	
Duration of the Assignment		Start Date (Month/ Year):	
		End Date (Month/ Year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Contact Number		
	E mail Id		
Brief Description of the Project			

Documentary Proof Required:

- Copy of Work order is mandatory.

7.9 Annexure H – Declaration regarding Clean Track Record

(On Bidder's letterhead with Authorized signatory)

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 -----.

Ref:-----, dated:-----.

Sir,

I/We hereby declare that my company has not been debarred / blacklisted/ terminated as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other 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:

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

7.10 Annexure I – Declaration

**UNDERTAKING TO BE GIVEN BY THE COMPANY) ALONGWITH
THE TENDER REGARDING RELATIVES**

I, _____ representing the Company responding to the bid invitation by the APSFL vide Specification No. _____ hereby sincerely and solemnly affirm and state as follows:

(STRIKE OUT THAT WHICH IS NOT APPLICABLE)

- (a) That myself or any of the representatives of my company do not have any relatives as defined in the appended Annexure II in the APSFL /
- (b) That the following officers / employees of the APSFL / are related to me and to the Representatives of my company / firm and their status in the APSFL / is as under:

S. No.	Name of the Officer	Designation	Place of working	Relationship	Remarks
1					
2					
3					
4					
5					

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of any of the above information found to be false or incorrect at the later dated the APSFL is entitled to terminate the contract / agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of the Authorized Representative

7.11 Annexure J – Board Resolution

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./ Mrs. to sign and submit all the necessary applications, annexure, and other documents to be submitted by the company in connection with RFP ----- for “Selection of”. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof. Specimen Signatures of Authorized Signatory:

(Signature)

RESOLVED FURTHER THAT, a copy of the above resolution duly certified as true by designated director/ authorized 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:

Date:

Note:

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

7.12 Annexure K – Document Verification Certificate

FORMAT FOR CERTIFICATE TO BE SUBMITTED / SUBMITTED 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 -----” 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> 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 years. Further, I/we (insert name of the tenderer) ** and all my/our constituents understand that 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:

Date:

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

7.13 Annexure M – Commercial Proposal Submission Form

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-----.

Ref:-----, dated:-----.

We, the undersigned SUPPLIER, having read and examined in detail all the RFP in respect of “-----” 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 exclude 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 taxes applicable under the law, shall be paid by us.

3. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD for a sum of Rs. 33,00,000/- (Thirty-Three Lakhs 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.

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 and the price quoted in the commercial stage as part of the Bid Response

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 Bid is made in good faith, without collusion or fraud and the information contained in the Bid is 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)**

Date:

Place:

Business Address:

7.14 Annexure N – Commercial Bid Cost Components

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 -----.

Ref:-----, dated:-----.

S. No.	Description	Rate in Figures (Percentage)	Rate in Words (Percentage)
1	Administrative charges		

Note:

- The bidder who offers lowest administrative charges as per Column 3 of Price Bid for the services will be declared L1 Bidder.
- Any additional terms and conditions by the bidder including conditional administrative charges will not be accepted, and the offer will be summarily rejected.
- In case of discrepancy in words and figures in the administrative charge quoted above, the charge quoted in words shall be treated as final.
- The total cost of the contract shall be determined as per the actual staff deployed during the duration of the contract multiplied by the salary that shall be paid by the Department as per the extant policy guidelines and orders issued by Government of Andhra Pradesh and competent statutory authorities from time to time including the administrative charges quoted as per the price bid by the bidder.
- APSFL will share the detailed compensation structure of the existing manpower only with the successful bidder, enabling accurate post-award financial planning.

7.15 Annexure O - Other Forms and Formats

7.16 Annexure L – 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 supply of -----, 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 INR (Rupees --- only), we-----“Bank”----- branch, hereby undertake the guarantee to pay immediately to APSFL, on demand in writing by APSFL, an amount of INR. ----- (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 of2025.

Place:

Date: Signature and seal of Guarantors (Bank)

7.17 Annexure P – Draft Contract Format

THIS AGREEMENT made the -----day of----- XX

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 “Supply of -----”.

- 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
 - i. the Scope of Work
 - ii. the General Conditions of the Contract
 - iii. Copy of RFP, financial proposal as submitted by the SUPPLIER and as amended pursuant to the post bid negotiations
 - iv. Format of bank guarantee for Performance Security.
 - v. the Service Level Agreement (SLA)
 - vi. 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.

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FiberNet Limited*

- 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 -----
of:----- (WITNESS)

7.18 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 in an excel format. The queries should necessarily be submitted in the following Format:

Subject: Query for the RFP for Selection of an agency for providing manpower on outsourcing basis to Andhra Pradesh State FiberNet Limited		
Details of the query seeker	Name and Address of the Company	
	Name and Position of the Person submitting the query	
	Contact details	Mobile: Email id:
S. No.	RFP Reference (Page/ Section)	Points of Clarification required
1.		
2.		
3.		

7.19 Annexure R –Power of Attorney for signing the Application & Bid

(On INR 100.00 Non judicial Stamp Paper duly notarized with 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 vide RFP No. _____ 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 WHEREOF 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 _____ (Authorized Signatory of the company)

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(Signature, Name, Designation, Address and emblem of the office seal)

1.

2.

Accepted (Authorized 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 favour 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.

7.20 Annexure S – Self declaration on current manpower

(UNDERTAKING TO BE GIVEN BY THE COMPANY)

I/ We,_____ hereby solemnly confirm that, currently as on we have __ no. of resources employed under our agency.

I confirm that the above information is true and accurate to the best of my knowledge. Any changes in manpower will be communicated to the department in a timely manner.

Signature of the Authorized Representative

8. Penalties and Payment Schedule

- i. Intentional and consistent delay in payment of wages shall not be tolerated by APSFL and a penalty belevied as tabulated below in payment of wages to engaged manpower at the discretion of the competent authority. Said penalty, if imposed, shall be deducted from the total bill.
- ii. If it is found that in spite of imposition of penalty, agency is continuing the contravention of Payment of Wages Act, 1936 and Contract Labour (Regulation and Prohibition) Act, 1971 deliberately, Contract shall be terminated without any notices.
- iii. 5% of payment to be recovered for the total invoice amount for the month where the non-fulfilment of the activities of the resources is recorded and communicated in writing by the Department to the Agency as per scope. However, the overall penalty shall not exceed the 10% of the total contract value.
- iv. APSFL will be free to deduct the amount of penalty for any of the violations as shown in the table below:

S. No.	Type of Violation	Amount of Penalty
1	Delay in payment of wages to employees after 48 hours of APSFL payment.	APSFL shall impose penalties INR 100 per day per person in next month's Commission
2	Delay in payment of wages to employees after one week of APSFL Payment	APSFL shall impose penalties INR 200 per day per person in next month's Commission
3	Delay in payment of PF/ESI/GST and other statutory to employees after 2 months of APSFL payment	APSFL shall impose penalties 5% per person per day of the delayed payment (beyond the due date)

9. Due date of Completion

One year from the date of issue of LOA. The term of the contract may be renewed by each year based on satisfactory performance and receipt of written request from the selected bidder.