



**REQUEST FOR PROPOSAL (RFP)**

**for**

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

**Ref. No- APSFL/UPS/308/2018-21, Dt: 21.05.2021**

## **Andhra Pradesh State FiberNet Limited**

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

Vijayawada – 520 013

Web address: [www.apsfl.in](http://www.apsfl.in)

Email address: [apsfl@ap.gov.in](mailto:apsfl@ap.gov.in)

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## **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, 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 there in 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.

**RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs**

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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## **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 3<sup>rd</sup> 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 support APSFL in smooth execution of the project across the state of AP, which includes Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs.

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.apsfl.in](http://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 in this procurement process.

### **1.2 Procedure for Bid Submission**

The Bidder shall submit their response through bid submission process in Sealed Cover indicating Pre- Qualification Documents and Commerical Documents

#### **a. 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.

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 APSFL Home Portal / Website. The Department calling for RFPs shall not be responsible for any claims/issues arising out of this.



**13 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 45,37,500/- (Rs. Forty-Five Lakhs Thirty-Seven Thousand Five Hundred only)
4.	RFP Number	APSFL/UPS/308/2018-21, Dt: 21.05.2021
5.	Place of availability of Tender Document (RFPs)	<a href="http://apsfl.in/tenders/">http://apsfl.in/tenders/</a>
6.	Place of submission of Bids	<b>APSFL Head Office, Vijayawda</b>
7.	Tender Document (RFP)	Request for Proposal Document
8.	Tender Type (Open/Limited/EOI/Auction/Single)	Open
9.	Tender Category (Services/Goods/works)	Works
10.	Type/Form of Contract (Work/Supply/Auction/Service/Buy /Empanelment/Sell)	Supply
11.	Bid Submission Type (Offline / Online)	Offline
12.	Withdrawal Allowed (Yes/No)	No
13.	Is Multi Currency Allowed	No (Only Indian Rupees)
14.	Last date and time for receiving queries/clarifications	<b>25/05/2021 at 03:00 PM</b> <b>No communication, in any form and for any reason, will be entertained post this date and time.</b>
15.	Last date and time for submission of Proposal (Proposal Due Date)	<b>28/05/2021 at 01:00 PM</b> The proposal is to be submitted at APSFL Head Office, Vijayawada.

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17.	Date and time of opening of Pre-qualification (Sealed Cover / Envelope)	<p><b>28/05/2021 at 03:00 PM</b></p> <p>Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520001 Web address: <a href="http://www.apsfl.in">http://www.apsfl.in</a> Email address: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a></p>
18.	Bid Processing Fee (Non - refundable)	<p><b>Bid Processing Fee (Non-refundable): INR 30,000/- (Thirty Thousand Rupees Only, including GST)</b></p> <p>The tender processing fees can be paid through either Demand Draft only Original DD must be submitted in APSFL office at Vijayawada before bid submission date.</p> <p>Note: Only Demand Draft (DD) is accepted.</p>
19.	Bid Security / EMD (Refundable / Convertible)	<p><b>Bid Security / EMD (Refundable / Convertible): INR 45,375/- (Forty-Five Thousand Three Hundred and Seventy-Five Only)</b></p> <p>The EMD amount can be Submitted in the form of Bank Guarantee or Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State FiberNet Limited', payable at Vijayawada.</p> <p>Note: APSFL will deny submission of the bid without submitting the EMD.</p> <p>EMD should be valid for a period of 90 (Ninety) days from bid submission Date.</p> <p>The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 15 (Fifteen) days of successful Bidder furnishing the performance security.</p> <p>Original BG must be submitted in APSFL office at Vijayawada before bid submission date.</p> <p>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).</p>

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20.	Performance Security	<p>Performance Security of 3% of CAPEX for supply and installation 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 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>
21.	For any enquiries and clarifications, please contact:	<p>Andhra Pradesh State FiberNet Limited  NTR Administrative Block, 3rd Floor,  Pandit Nehru Bus Station, Vijayawada – 520001  Web address: <a href="http://www.apsfl.in">http://www.apsfl.in</a>  Email: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a></p>
22.	Validity of the Proposal	<p>Bidder proposals shall remain valid for a period of 90 days from the bid submission date.</p>
23.	Nature of Bid Process	<p>Single Packet System</p>

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24.	Method of Selection	As per Section 7 of this RFP
25.	Warranty Period	One year from the date of acceptance from the Authority.
26.	RFP Tenure	a) Implementation phase: T + 3 Weeks (21 Days)

**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)

- 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 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](http://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 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 Submitted by way of hosting amendments/clarifications on the website i.e. ([www.apsfl.in](http://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.

## **25 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.

## **26 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.

## **27 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).

## **28 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.

## **29 Bid Validity**

The proposals shall be valid for a period of 90 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 90 days, the Bidder may be asked to extend the bid validity, based on the mutual consent between the APSFL and the Successful Bidder

## **2.10 Documents Comprising the Bids**

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

### **1. Documents to be Submitted as PQ Bid (To be in Sealed Cover / Envelope)**

All the below mentioned documents have to Submitted and to be reached to APSFL Head Office, Vijayawada before due date & Time as mentioned above. If the following documents are not found, 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 – Format for Past Experience of the Bidder
- 2.10.1.8 Annexure H – Declaration regarding Clean Track Record
- 2.10.1.9 Annexure I – Power of Attorney
- 2.10.1.10 Annexure J – Board Resolution
- 2.10.1.11 Annexure K – Document Verification Certificate
- 2.10.1.12 Annexure L – Earnest Money Deposit (EMD) Format
- 2.10.1.13 Copy of DD of Bid processing fees
- 2.10.1.14 Submission of MAF on OEM's Letter Head (Only for UPS)
- 2.10.2.1 Annexure M – Commercial Proposal Submission Form
- 2.10.2.2 Annexure N – Commercial Bid Cost Components

## **2.11 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.

## **2.12 Opening of Bids**

The Bids has to be submitted at APSFL Head Office, Vijayawada on the date and time as specified in the RFP schedule.

## **2.13 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 eligibility criteria conditions mentioned in the RFP. APSFL 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 does not meet the set criteria shall be rejected forthwith.

#### **2.14 Bids Not Considered for Evaluation**

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

#### **2.15 Award Criteria**

The Contract shall be awarded to the bidder who have met the conditions as per the Pre-Qualification Criteria in this RFP and the bidder with the Least Quoted Value

#### **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:



**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. 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 15 days. The Bid security (EMD) of successful Bidder will be released, on receipt of the Performance Bank Guarantee.

**3. Expenses for the Agreement**

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

**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.

**2.21 Performance Security**

- a. The successful Bidder shall have to submit a Performance Security within 7 days from the date of issuance of Letter of Award (LoA). Extension of time for submission beyond 7 days and up to 15 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 15 days, i.e. from 16<sup>th</sup> day after the date of issue of LoA. In case the Bidder fails to submit the requisite Performance Security even after 15 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.
- 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.

## **2.22 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 proposal is 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 7 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.
    - 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.

## **2.23 Termination of Contract**

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

### **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. 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.

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

### **2.24 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.

### **2.25 Liquidated Damages (LD)**

- a. Liquidated Damages will be levied as per the penalty and payment schedule subject to a maximum of 5% 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.
  - 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.

### **2.26 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

## **2.27 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 arbitrations shall be held in Andhra Pradesh, India and in English.

## **2.28 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
- c. Each Exit Management Plan shall be presented by the Service Provider to and approved by the Managing Director, APSFL or its nominated agencies.

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- 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.

**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.**

### **3. Project Background**

#### **3.1 About the Project**

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. These equipment were 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 UPS in respective POP locations of AP FiberGrid Project.

#### **3.2 Project Type**

The Project will be rolled at different POP locations of AP Fiber Grid Project across Andhra Pradesh.

#### **3.3 Project Objective**

The Project Objectives broadly are as follows;

- To establish a uninterrupted power supply at Point of Presences of AP Fiber Grid Project
- Through this, uninterrupted network for 24\*7 with Fiber Optical Connectivity at all identified locations / establishments / customers across AP.

### 3.4 Location Details:

The selected agency has to supply, installation and commissioning of 1KVA and 3 KVA UPS at below locations.

District	1KVA with 6Hrs backup	3KVA with 6Hrs backup	Total
Ananthapur	4		4
Chittoor	2	3	5
East Godavari		2	2
Guntur	1		1
Kadapa	4		4
Krishna	2	2	4
Kurnool	1		1
Nellore		4	4
Srikakulam	5		5
Visakhapatnam	6	1	7
West Godavari	2	1	3
<b>Grand Total</b>	<b>27</b>	<b>13</b>	<b>40</b>

### 4. Scope of Work

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

The selected bidder shall maintain the 5 mtr distance between UPS to battery during the installation phase.

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

The selected bidder shall give orientation to concerned maintenance team on “operations and maintenance” 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 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+/-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 make	Panasonic / Southern / YUSA / Exide / CSB / Amaron / Relicell/Rocket/Equivalent
18	Battery Type	Depending on capacity of external batteries
19	No. of Batteries	3
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	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
39	THD	<3% for linear & <6% for non-linear
30	Certification	ISO 9001:2008, 14001: 2004 & 18001:2007

**5.2 3KVA with 6Hrs back up UPS**

S.No	Description	
1	True On Line based UPS with double conversion technology with inbuilt 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:	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+/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 make	Panasonic / Southern / YUSA / Exide / CSB / Amaron / Relicell/Rocket/Equivalent
18	Battery Type	Depending on capacity of external batteries
19	No. of Batteries	6
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
27	LCD display	Output voltage, Output current, Output frequency, Input Voltage, Battery Voltage & Fault Indicators
28	Load Test	At 100% load on resistive load
39	THD	<3% for linear & <6% for non-linear
30	Certification	ISO 9001:2008, 14001: 2004 & 18001:2007

## 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 call.	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 cumulative annual turnover of the Bidder in the financial years i.e., FY 2017-18, FY 2018-19, FY 2019-20 and current financial year, should be at least <b>INR 68 Lakhs</b>	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 in Section 8.1 of the RFP
3	Average Net Worth of the Bidder, for the financial years, i.e., FY 2017-18, FY 2018-19, FY 2019-20 and current financial year, should be at least <b>INR 2.26 Lakhs</b> as per the audited financial results.	Certificate from Statutory Auditor clearly stating the Net worth of the Bidder, as mentioned in Annexure – F in section 8.1 of the RFP.

**RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs**

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
4	The Bidder should have experience in works related to supply, installation and commissioning of UPS and batteries to atleast <b>INR 13 Lakhs</b> in the past 3 years.	Completion Certificate / Work Order Certificates on the letterhead of the client clearly mentioning the value of work completed, as mentioned in Annexure – G in Section 8.1 of the RFP.
5	Bidder should not have been blacklisted 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 in Section 8.1 of the RFP, that it has not been blacklisted/debarred by any Govt. department or any PSU in India as on bid submission date.
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 Annexure-J, in Section 8.1 of the RFP to be submitted.  For others, the Power of Attorney, as mentioned in Annexure-I, in Section 8.1 of the RFP to be submitted.
7	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 (as per the format enclosed as Annexure – K in section 8.1 of the RFP.
8	Manufacture Authorization Form (MAF)	MAF to be submitted on the letter head of the Original Equipment Manufacture (OEM) only for UPS

**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. 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.

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

## **6.2 Commercial Evaluation Criteria**

- a. 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.
- b. The commercial Bids shall be reviewed to determine whether the Commercial Bids are substantially responsible. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.
- c. Commercial Bids that are not as per the provided format shall be liable for rejection.
- d. In case of computation error in commercial forms, APSFL decision in this regard shall be final and binding on all.

## **6.3 Selection Process of Bidder**

Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria as per the quotes submitted in commercial Bid who have fulfilled / Qualified the eligibility criteria

**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: RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs.

Ref: **APSFL/UPS/308/2018-21, Dt: 21.05.2021**

Dear Sir,

With reference to your RFP Document dated XX/03/2021, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal to provide UPS at defined locaitons of APSFL

- 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 arising any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 5) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the 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 provision 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)

**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	<b>Registered Office Address</b>	
5	Office Telephone Number	
6	Fax Number	
7	<b>Contact Person</b>	
8	Name	
9	Telephone Number	
10	Email Address	
11	<b>Local presence at Andhra Pradesh, if any</b>	
12	Office Address	
13	Office Telephone Number	
14	Fax Number	
15	<b>Registration Details</b>	
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	
21	MAF Submission (UPS)	

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

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



**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: RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs.

Ref: **APSFL/UPS/308/2018-21, Dt: 21.05.2021**

Sir,

It is to certify that the RFP document – Ref: **APSFL/UPS/308/2018-21, Dt: 21.05.2021** 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,  
(Bidder / Name of the Bidder / 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 -----

Address:

Date -----

Company Seal -----

Date -----

**Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance**

To  
Managing Director  
Andhra Pradesh State FiberNet Ltd.  
3<sup>rd</sup> 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 **APSFL/UPS/308/2018-21, Dt: 21.05.2021**

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 Bidder (Name of the Bidder / Authorized Signatory)

Name

Designation:

**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.	Proof of authorized Signatory (Power of Attorney/ Board Resolution)		
6.	Profile of the Bidder		
7.	Financial Turnover and Net worth of the Bidder		
8.	Previous experience of supply/ installation/ Commissioning of UPSs and batteries in the last three financial years as on bid submission Agency on date.		
9.	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.		
10.	Undertaking for Unconditional Acceptance of Terms and Conditions of the RFP		
11.	MAF		

**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 2017-18	
		FY 2018-19	
		FY 2019-20	
Net worth	Measured as paid-up capital plus free reserves	FY 2017-18	
		FY 2018-19	
		FY 2019-20	

Documentary Proof Required:

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

**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.

<b>Project Title</b> <b>(Attach separate sheet for each Project)</b>			
<b>Name of Client</b>		<b>Address</b>	
<b>Type of Client</b> <b>(Govt./PSU/Others)</b>		<b>Order Value of the Project(in Crores)</b>	
<b>Duration of the Assignment</b>		<b>Start Date (month/year):</b>	
		<b>End Date (month/year):</b>	
<b>Referrals (Client Bidder / Agency): Provide one referral only</b>	<b>Name</b>		
	<b>Designation</b>		
	<b>Contact Number</b>		
	<b>E mail Id</b>		
<b>Brief Description of the Project</b>			

**Documentary Proof Required:**

- Copies of Work order
- Certificate of successful operation by the client

**Annexure H – 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: RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs

Ref: **APSFL/UPS/308/2018-21, Dt: 21.05.2021**

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.**

**Annexure I – 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)

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



**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. / Ms. .... to sign and submit all the necessary applications, annexure, and other documents to be submitted by the company in connection with RFP **APSFL/UPS/308/2018-21, Dt: 21.05.2021** for “-----” . 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:

(Bidder / 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:

**Note:**

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

**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 -----” as per the tender No. **APSFL/UPS/308/2018-21, Dt: 21.05.2021** 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/> 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 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

**RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs**

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:

**Note:**

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

**Annexure L – 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 **APSFL/UPS/308/2018-21, Dt: 21.05.2021** 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)

**Manufacture Authorization Form (Only for UPS)**

(To be submitted in Original Equipment Manufacturer's letterhead)

To

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

Sir,

We hereby authorize M/s \_\_\_\_\_ to undertake to submit a Bid, and subsequently negotiate & sign the contract with APSFL for the Tender No: \_\_\_\_\_ for product manufactured by us. We hereby extend our warranty of 1 years for the goods offered for supply by the above firm against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorized distributors/dealers under our supervision during the said support period. We will provide the necessary while providing the support will arrange for complete replacement of the item(s) with an equivalent/higher version.

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

(Signature of authorized Personnel)

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

**Note:**

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

**Commercial Forms**

**Annexure M – Commercial Proposal Submission Form**

Dated: .....

To

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

Sir/ Madam,

**Subject: RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs**

**Reference: RFP No: APSFL/UPS/308/2018-21, Dt: 21.05.2021**

We, the undersigned SUPPLIER, having read and examined in detail all the RFP in respect of “RFP for 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 APSFL/UPS/308/2018-21, Dt: 21.05.2021.

**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 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.4,53,750/- (In Words – Rupees Four Lakh Fifty three thousand seven hundred and fifty 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 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 -----

**Annexure N – Commercial Bid Cost Components**

**Price Bid for Supply, installation and commissioning of UPSs at APSFL PoPS with one year warranty period.**

S.No.	Description	Qty	Unit Price	Total Price
1	1KVA with 6Hrs back up	27		
2	1KVA with 6Hrs back up	13		
	<b>Total Price</b>			
	<b>Total price (In words)</b>			

**\*\* Taxes extra**

**Note:**

- a. Prices in Financial Bid should be quoted in the provided format.
- b. All prices should be quoted in Indian Rupees and indicated in both figures and words.
- c. In case there is discrepancy between words and figures, the amount in words shall prevail.
- d. APSFL reserves the right to reject the bid, which are not submitted in the prescribed format.
- e. Quantity Indicated above might Increase / Decrease based on the requirement and actuals.
- f. Payment would be made based on the actuals, the quantity mentioned above is tentative.

**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 financial bid formats shall be provided in company's letter of the lead bidder duly Signed and stamped.



## 6.4 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 -----, 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)

**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 as signs 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 as signs having its registered office at \_\_\_\_\_ of the Second Part.

WHEREAS

The Purchaser had invited Bids vide their Tender \_\_\_\_\_ (hereinafter referred to as “RFP”) for “-----  
-----”.

- (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 as signed 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
  - iv. Copy of RFP, financial proposal as submitted by the SUPPLIER and as amended pursuant to the post bid negotiations

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- 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)

**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](mailto: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

## 9. Penalties and Payment Schedule

### 9.1 Service Level Agreements

Service Level Agreement (SLA) shall become the part of contract between APSFL and the successful bidder. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators.

The successful bidder has to comply with service level requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract  
i.e. during implementation phase.

### 9.2 Project Milestone

Milestone	Activity Description	Timelines
	Award of Contract	<b>T</b>
Milestone - 1	Supply, Delivery, Installation and Commissioning of the Site - (3 Districts)	<b>T+7 Days</b>
Milestone - 2	Supply, Delivery, Installation and Commissioning of the Site - (4 Districts)	<b>T+ 14 Days</b>
Milestone - 3	Supply, Delivery, Installation and Commissioning of the Site - (4 Districts)	<b>T+ 21 Days</b>

### 9.3 Payment Terms

- 80% payment shall be released on successful delivery, installation and commissioning of UPS batteries at defined locations.
- The remaining 20% payment shall be released after the completion of one year warranty period or on submission of 20% Bank Guarantee.

**Note:**

- a. All payments shall be released after certification of delivery, installation and acceptance testas per the Deliverables listed in **Section 9.9** of this RFP, by APSFL or its Nominated

## RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs

Representative / Authority.

- 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.

### 9.4 Penalty

The following penalties shall be imposed on the supplier if the supplier does not adhere to the timelines as mentioned in the RFP.

S. N	Description	Penalties
1.	Delay in supply and installation of Milestone - 1	<ol style="list-style-type: none"><li>a) Sum equivalent to 5 % of the cost of supply and installation of UPS and applicable for delay of 1Week.</li><li>b) Sum equivalent to 10 % of the cost of supply and installation of UPS and applicable for delay of 2Week.</li><li>c) If the Sum Equivalent to 15% exceeds the cost of supply and installation of UPS required, the contract would be terminated</li></ol>
2	Delay in supply and installation of Milestone - 2	<ol style="list-style-type: none"><li>a) Sum equivalent to 5 % of the cost of supply and installation of UPS and applicable for delay of 1Week.</li><li>b) Sum equivalent to 10 % of the cost of supply and installation of UPS and applicable for delay of 2Week.</li><li>c) If the Sum Equivalent to 15% exceeds the cost of supply and installation of UPS required, the contract would be terminated</li></ol>

3	Delay in supply and installation of Milestone - 3	a) Sum equivalent to 5 % of the cost of supply and installation of UPS and applicable for delay of 1Week. b) Sum equivalent to 10 % of the cost of supply and installation of UPS and applicable for delay of 2Week. c) If the Sum Equivalent to 15% exceeds the cost of supply and installation of UPS required, the contract would be terminated
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**9.5 Conditions for No Penalties**

Penalties shall not be levied on the Bidder in the following cases:

- a. There is a force majeure event effecting the SLA, which is beyond the control of the successful bidder. Force Majeure events shall be considered in line with the clause duly mentioned in the RFP
- b. The non-compliance to the SLA has been due to reasons beyond the control of the successful bidder

**9.9 Deliverables**

- a. The Payment shall be released only after the submission of original invoice, signed delivery challan, and certification from Authority.
- b. Submission of warranty cards for the equipment.

----- End of the Document -----

**RFP for Selection of Agency for supply, installation and commissioning of UPS at APSFL PoPs**