



REQUEST FOR PROPOSAL (RFP)

for

Supply of 24F ADSS (All- Dielectric Self Supporting) Optical Fiber Cable on rate contract

**Ref. No- APSFL/Spare requirements/24f /342/06,
Dated: 14/06/2022**

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 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 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.

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

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Acronyms

| S. No. | Abbreviations | Full Form |
|--------|---------------|---|
| 1 | APSFL | Andhra Pradesh State FiberNet Limited |
| 2 | ADSS | All – Dielectric Self Supporting |
| 3 | BOQ | Bill of Quantity |
| 4 | GIS | Geographic Information System |
| 5 | LOA | Letter of Award |
| 6 | RFP | Request for Proposal |
| 7 | NIT | Notice Inviting Tender |
| 8 | IEC | International ElectroTechnical Commission |
| 9 | UATP | User Acceptance Test Report |
| 10 | OFC | Optical Fiber Cable |
| 11 | PO | Purchase Order |
| 12 | MAF | Manufacture Authorization Form |
| 13 | SLA | Service Level Agreement |
| 14 | SPOC | Single Point of Contact |

1. Introduction

a) Invitation to Bid

Andhra Pradesh State FiberNet Limited (APSFL), a fully owned entity of the Govt. of Andhra Pradesh (AP), having its Registered Office at 3rd Floor, NTR Administrative Block, Pandit Nehru Bus Station, NH – 65, Vijayawada – 520001, Andhra Pradesh, India, invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) for “Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable”.

The selected agency has to support APSFL in smooth Supply, Delivery and Transportation of the material as per the requirement across the state of AP, which includes delivery of components or material related to 24F ADSS Optical Fiber Cable.

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

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

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

b) Procedure for Bid Submission

The Bidder shall submit their response through bid submission process on e-Procurement platform at www.apecurement.gov.in.

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

c) Registration with e-Procurement platform

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

d) Digital Certificate Authentication

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

For obtaining Digital Signature Certificate, you may please contact: Andhra Pradesh Technology Services Limited, Vijayawada www.aps.gov.in/

(OR)

You may please contact any Registration Authorities of Certifying Authorities in India. The list of CAs is available in the link provided below.

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

e) Deactivation of Bidders

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

A. Payment of Transaction Fee

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

B. Corpus Fund

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

C. RFP Document

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

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

D. Bid Submission Acknowledgement

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

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

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- ii. The bidders need to register on the electronic procurement marketplace of Government of Andhra Pradesh i.e., <http://www.apecurement.gov.in>. On registration in the e-procurement marketplace they will be provided with a user ID and password using which they can submit bids online.
- iii. While registering on the e-procurement market place, the bidders need to scan and upload the required documents as per the RFP requirements on to their profile. The e-procurement marketplace provides an online self-service registration facility to all such Contractors who are already registered with respective participating departments for supply of specified goods and services.
- iv. In addition to the direct payment through any of the e-payment options in the e-procurement portal, the bidder may opt for Demand Draft (DD) towards the bid processing fee and EMD in the form of Bank Guarantee (BG). The bidder shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid as responsive. The Authority shall carry out the Technical bid evaluation solely based on the uploaded certificates/documents, DD towards EMD in the e-procurement system and open the price bids of the eligible and responsive bidders.

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1. Key Events & Dates

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| 1. | Name of the Authority | Managing Director Andhra Pradesh State FiberNet Limited |
| 2. | Name of the Assignment | Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on rate contract |
| 3. | Estimated value of the tender | INR 1,63,18,224/- (Rs. One crore sixty three lakhs eighteen thousand two hundred and twenty four only exclusive of taxes) |
| 4. | RFP Number | APSFL/Spare requirements/24f /342/06, Dated: 14/06/2022 |
| 5. | Place of availability of Tender Document (RFPs) | www.apecurement.gov.in http://apsfl.in/tenders/ |
| 6. | Place of submission of Bids | www.apecurement.gov.in |
| 7. | Tender Document (RFP) | Request for Proposal Document |
| 8. | Tender Type (Open/Limited/EOI/Auction/Single) | Open |
| 9. | Tender Category (Services/Goods/works) | Goods |
| 10. | Type/Form of Contract (Work/Supply/Auction/Service/Buy /Empanelment/Sell) | Supply |
| 11. | Re-bid submission before submission date/ last date of submission allowed by the Bidder (Yes/No) | Yes |
| 12. | Is Offline Submission Allowed (Yes/No) | No |
| 13. | Withdrawal Allowed (Yes/No) | No |
| 14. | Is Multi Currency Allowed | No (Only Indian Rupees) |
| 15. | Pre –bid meeting | 21/06/2022 at 3:00PM at APSFL corporate office, Vijayawada |
| 16. | Last date and time for submission of queries | 22/06/2022 at 6:00PM The queries are to be submitted to E-mail : apsfl@ap.gov.in |
| 17. | Last date and time for submission of Proposal (Proposal Due Date) | 29/06/2022 at 03:00 PM The proposal is to be submitted on www.apecurement.gov.in on e-procurement portal. |

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| 18. | Date and time of opening of Pre-qualification on e-procurement platform | 29/06/2022 at 04:00 PM Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520001 Web address: http://www.apsfl.in Email address: apsfl@ap.gov.in |
| 19. | Date and time of opening of reverse auction | To be intimated to the qualified bidder of the previous stage |
| 20. | Bid Processing Fee (Non - refundable) | Bid Processing Fee (Non-refundable): INR 25,000/- (Twenty Five Thousand Rupees Only, including GST) The tender processing fees can be paid through any of the e-payment options in the portal or in the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State FiberNet Limited', payable at Vijayawada. Original DD must be submitted in APSFL office at Vijayawada before bid submission date. For further details regarding e-payment, please refer to e-Procurement portal at the above mentioned website or call e-procurement helpline. Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents. Online payments of Bid Processing Fee & EMD and uploading of documents are sequential. |

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| 21. | Bid Security / EMD (Refundable / Convertible) | <p>Bid Security / EMD (Refundable / Convertible): INR 4,07,956/- (Four Lakhs Seven thousand Nine hundred and fifty six Only)</p> <p>EMD can be paid online on e-procurement platform or in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State FiberNet Ltd', payable at Vijayawada.</p> <p>Note: e-Procurement portal will deny submission of the bid without submitting the EMD. For further details regarding e payment, please refer to e-Procurement portal at the above mentioned website. 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).</p> |
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| 22. | Performance Security | <p>Performance Security of 10% of Project value for supply which includes delivery at the location on the total Project cost shall be submitted and valid for 60 days beyond the date of completion (including extension, if any) of supply, delivery of receipt, 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> |
| 23. | 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: http://www.apsfl.in Email: apsfl@ap.gov.in;</p> |
| 24. | Validity of the Proposal | <p>Bidder proposals shall remain valid for a period of 180 days from the bid submission date.</p> |

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| 25. | Nature of Bid Process | Two stage a) Stage- I: Pre-Qualification Eligibility b) Stage- II: Commercial Bid c) Stage III: Reverse Auction |
| 26. | RFP Tenure | a) Supply of the Material to the respective Locations: T+45 days b) Replacement of the Material: 72 Hours |

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

2. General Instructions to Bidder

i. 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.

ii. RFP Amendment

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

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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).

viii. 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.

ix. 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.

x. Documents comprising the Bids

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

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

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

- 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 – Power of Attorney
- Annexure J – Board Resolution
- Annexure K – Document Verification Certificate
- Copy of DD of Bid processing fees (only if bidder opts to pay as Demand Draft (DD), instead of direct online payment through e-procurement portal)
- Annexure M – Self declaration as OEM

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

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

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

xi. Modification and Withdrawal

No proposal may be modified / withdrawn in the interval between the deadline for

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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.

xii. Opening of Bids

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

xiii. Evaluation of Bids

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

xiv. Bids Not Considered For Evaluation

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

xv. Pre-Qualification

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

xvi. 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. The bidder who have Quoted Lowest Cost / Price would be awarded as L1 bidder.

xvii. 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.

xviii. 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.

xix. 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

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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.

xx. 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.

xxi. 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.

xxii. Discharge of Bid Security (EMD)

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

xxiii. Expenses for the Agreement

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

xxiv. 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.

xxv. 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 7 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.

xxvi. Rejection Criteria

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

xxvii. Termination of Contract

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

Termination for default

APSFL may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 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.

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.

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.

xxviii. Inspection/Checking/Testing (Sole Decision of Bid Inviting Authority):

In order to ensure that goods are supplied strictly as per the specifications contained in the Purchase order / Mentioned in the RFP, all incoming materials need to be inspected. Inspection may be carried out at supplier's work.

Even in case of pre-dispatch inspection is carried out, final inspection has to be done at stores to ensure that right materials have been dispatched and there are no damages during

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the process of transportation. In order to ensure proper quality checks, Quality Assurance Plan (QAP) shall be deployed for high value materials and critical components. Requirement of Material Analysis Report, Performance Test, IEC Certification and submission of relevant certificates of the component/material inspected, Guarantee / Warrantee certificates. Inspection at suppliers' works may be carried out by APSFL's Designated Personnel / Operations Manager or by hiring the services of third party. Supplier's may also be advised to provide their In-House Inspection report.

All materials/equipment/Supporting accessories to be supplied against this RFP's (Purchase Order / Letter of Award) shall be subject to inspection/Checking/testing by the APSFL's Designated Personnel / Operations (In-Line) Manager or if any APSFL's Authorized representative at all stages and Places i.e before, during and after the manufacture. All these tests shall be carried out in the presence of the APSFL's Authorized representative or Designated Personnel only. Supplier shall notify APSFL for the Inspection of material/equipment/supporting accessories, within 10 days from the date of issue of LoA / Purchase order in writing.

xxix. Approval of Sample from APSFL before manufacturing Bulk Supplies:

The bidder shall submit 150mts of sample cable for testing and acceptance along with the bid document. Failure which, the bid will be rejected.

If an item is manufactured to the specific requirement of APSFL, it is prudent to ask for the sample for approval before the bulk quantity is manufactured. A Written confirmation regarding acceptance of sample shall be made and sample (s) so approved are kept in receipt section (APSFL's Concern Dept. of the Material) to facilitate inspection/ checking when bulk quantities are received. The Sample handed over to APSFL shall be in compliance to the specifications mentioned.

xxx. 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 material at that location mentioned by APSFL, 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.

xxxi. Extra/ new item

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

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agency shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and work contingencies

xxxii. Liquidated Damages (LD)

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

xxxiii. 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

xxxiv. 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.

xxxv. Extension of time in Contracts

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

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xxxvi. Extension due to modification

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

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

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate

3. Project Locations

Supply and Delivery of 24F ADSS OFC at the location. Following table depicts district-wise APSFL's DHQ / Stock Reserve Point;

| S.No | District | Name of the APSFL District Head Quarters | Requirement in Km |
|--------------|---------------|--|-------------------|
| 1 | Ananthapur | Ananthapur DHQ | 32 |
| 2 | Chittoor | Chittoor DHQ | 40 |
| 3 | East Godavari | Kakinada DHQ | 34 |
| 4 | Guntur | Guntur DHQ | 30 |
| 5 | Kadapa | Kadapa DHQ | 40 |
| 6 | Krishna | Vijayawada DHQ | 40 |
| 7 | Kurnool | Kurnool DHQ | 30 |
| 8 | Nellore | Nellore DHQ | 32 |
| 9 | Prakasham | Ongole DHQ | 30 |
| 10 | Srikakulam | Srikakulam DHQ | 18 |
| 11 | Visakhapatnam | Visakhapatnam DHQ | 30 |
| 12 | Vizianagaram | Vizianagaram DHQ | 22 |
| 13 | West Godavari | Eluru DHQ | 36 |
| Total | | | 414 |

Note:

1. The Designated Address (With Pincode) and Point of Contact at the location would be mentioned during the time of issue of LOA to Successful Bidder by competent authority.

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4. Schedule of Requirement:

Through this RFP, APSFL intends to select agency for supply and delivery of 24F ADSS Optical Fiber Cable responsible for to meet the requirement of the fiber etc.

| S No | Item description | Units | Quantity |
|------|---|-------|----------|
| 1 | Supply and Delivery of 24F ADSS Optical Fiber | Kms | 414 |

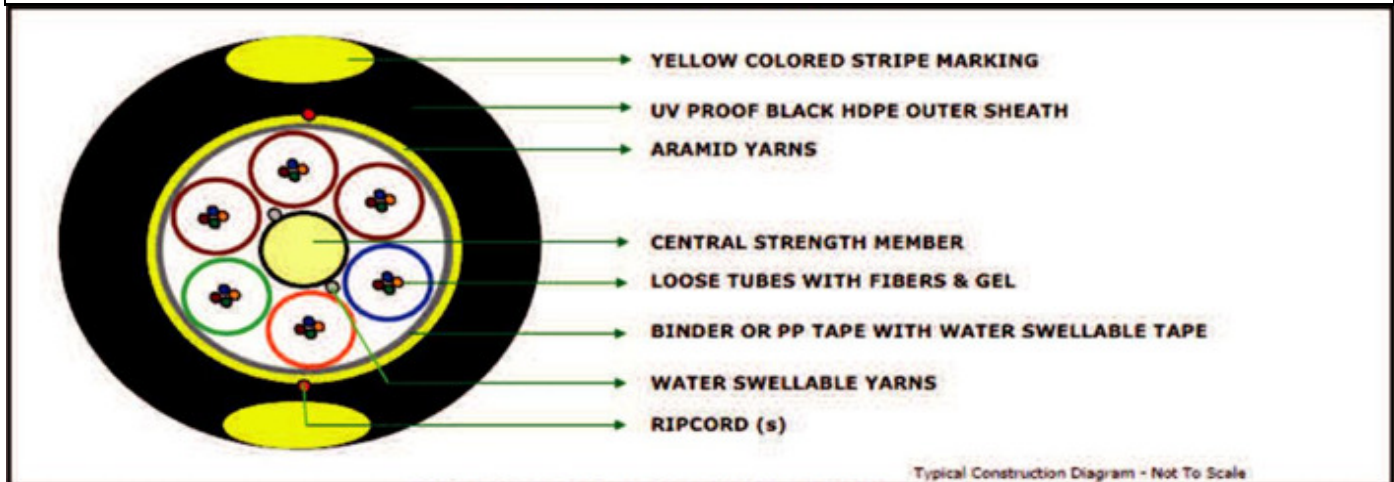
- As per Railway Standard General Conditions of Contract 2019 the bidder shall be bound to carry out work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 50% variation in quantity.
- In addition to above 50% quantity, if there is variation of another 50% increase in quantity, the bidder shall provide the material with a discount of 5% on quoted price.

5. Fiber Specifications

24F MT Core Single Jacket ADSS Lite Optical Fiber Cable
(Span: 65m & Wind Speed: 100Km/Hour)

| PRODUCT INFORMATION | | | |
|--|---|---|----------------------------|
| Fibre | | | |
| Single Mode Optical Fiber | Fiber ITU.T - G.652D | | |
| Maximum Cabled Fiber Attenuation dB/Km | 1310nm : 0.36 & 1490nm : 0.26 & 1550nm : 0.23 & 1625nm : 0.26 | | |
| PMD Cabled Individual Fiber (1310 & 1550 nm) | ≤ 0.3 ps/√Km | | |
| PMD LDV (1310 & 1550 nm) | ≤ 0.2 ps/√Km | | |
| Loose Tube | | | |
| Filling Gel | Thixotropic gel to prevent water ingress in loose tube | | |
| Fiber Per Tube | 4 Nos. | | |
| Tube | 6 Nos. | Thermoplastic Material (PBT) | |
| Core | | | |
| Central Strength Member | Fibre Reinforce Plastic to provide tensile strength and ant buckling properties | | |
| Water Blocking Material | Water Swellable Yarns are added to prevent water ingress inside cable core | | |
| Core Wrapping | Binder Yarns or PP Tape with Water Swellable Tape | | |
| Cable | | | |
| Rip Cords | 2 Nos. | Polyester Based Yarns | Applied Below Outer Sheath |
| Peripheral Strength Member | | Aramid Yarns are added to meet the required tensile strength | |
| Stripe Making | | Two yellow colored stripe making diagonally opposite 3 mm Minimum | |
| Outer Sheathing | | UV Proof Black HDPE | 1.5 mm Minimum Thickness |

CONSTRUCTIONAL DETAILS



OPTICAL FIBRE CABLE PERFORMANCE

| MECHANICAL | | | | ENVIRONMENTAL | |
|---------------------------------|------------------------------|--------------------|-------------|--------------------------------|--------------------|
| Maximum Tensile Strength | 3000 N at 0.25% Fiber Strain | | | Temp. Performance | |
| Repeated Bending | 20D,30Cycle | Impact Load | 50 N, 0.5 m | Installation | -10°C to +60°C |
| Bending Test | 20D, 4Turns, 10Cycles | | | Operation | -20°C to +70°C |
| Crush Resistance | 2500N/100x100mm | Torsion | ±180° | Storage & Transport | -20°C to +70°C |
| Water Penetration | 1m head, 3m samples, 24 hrs | | | Drip Test | 30 cm, 70°C, 24 hr |

All tests shall be carried out as per IEC Standards. Change in attenuation shall be < 0.05dB/Km

LOADING CONDITIONS

| | | | |
|--------------------|------|--------------------|--------------|
| Span Length | 65 m | Excess Load | |
| sag% | | Wind Speed | 100 Km/ Hour |
| Installation Sag | 1.0% | Ice Loading | Zero |
| Operation sag | 1.5% | | |

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COLOUR DETAILS

| | |
|----------------------------|---|
| Optical Fibre Color | Blue, Orange, Green, Brown. |
| Loose Tube Color | Blue, Orange, Green, Brown, Slate, White. |
| Outer Sheath Color | Black |

PHYSICAL PARAMETERS

| | | | | | |
|-------------------------------------|----------------|--------------------------|-------------|--------------------------|-------------------|
| Cable Diameter (mm, Nominal) | 10.4 \pm 0.5 | Cable Wt. (Kg/Km) | 80 \pm 10 | Cable Length : | 2 / 4 Km \pm 5% |
| | | | | Order Tolerance : | \pm 5 % |
| | | | | Short Length : | MAX 5 % |

PRINTING DETAILS

| | |
|--|--|
| Printing details (White - Hot Foil Emb.) | SM G652D 24F ADSS Laser Symbol Year of Manufacture Length Code Meter Mark |
|--|--|

6. Bid Evaluation Criteria and Process

i. Pre-Qualification Criteria

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

The following is the Pre-Qualification Criteria:

| S. No | Eligibility Criteria | Documents Required |
|-------|--|---|
| 1 | The Bidder should be a Sole Proprietorship firm or a company registered in India under the Companies Act, 1956 / 2013 /LLP Act 2008 /Indian Partnership Act 1932, as amended from time to time, and should be in operation for at least the last 3 years as on the date of bid submission. | For Sole Proprietorship firm, following documents are required. a. Copy PAN b. Proof of address and contact details For other, following documents are required: a. Copy of valid Certificate of Incorporation from Registrar of Companies b. Copy of Corporate Identification Number (CIN) c. Copy of GST registration certificate d. Copy of PAN e. Self declaration as OEM |
| 2 | The cumulative annual turnover of the Bidder in the financial years i.e., FY 2019-20, FY 2020-21 and FY 2021-22 , should be at least INR 2.44Cr. | Certificate from the Statutory Auditor of the Company mentioning year-wise annual turnover. And, Copy of audited profit and loss statement highlighting the year-wise turnover, as mentioned in Annexure –F of the RFP |
| 3 | Average Net Worth of the Bidder, for the financial years, i.e. FY 2019-20, FY 2020-21 and FY 2021-22 , should be positive Networth 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 7.1 of the RFP. Copy of audited profit and loss statement |

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate

| | | |
|---|--|--|
| | | highlighting the year-wise Network, as mentioned in Annexure –F of the RFP |
| 4 | The Bidder should have experience in works related to supply of 125Kms of Optical Fiber Cable in the past 3 years. | Purchase Order Certificates on the letterhead of the client clearly mentioning the value of work completed in the Supply of Optical Fiber Cable, as mentioned in Annexure – G 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 7.1 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 7.1 of the RFP to be submitted. For others, the Power of Attorney, as mentioned in Annexure-I, in Section 7.1 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 7.1 of the RFP. |
| 8 | The Bidder must be certified with ISO-9001:2015, ISO-14001:2015, ISO-45001:2018 and TL-9000 certificates | Self -certified copies of the ISO Certificates |
| 9 | Technical compliance for the minimum specifications provided in Tender | The bidder shall submit all the technical leaflets/technical literature/product certifications etc. to confirm the technical compliance. The bidder should submit the compliance confirmation for each parameter in their letterhead. If there is any deviation, the deviation with Justification should be spelt out. |

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate

NOTE 1:

- a. Only the bids of those Bidders, who submit the prescribed Bid-processing fee and EMD, shall be considered for evaluation. The bids not accompanied with a valid Bid-processing fee and EMD as part of the proposal shall be summarily rejected.
- b. The Commercial bids of **only** those bidders, who meet the Pre-Qualification criteria and acceptance of sample cable by the Authority, shall be opened.
- c. Bidders are required to provide the aforementioned information as per the formats provided along with the required supporting documents for each of the criteria mentioned above.

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.

ii. Commercial Evaluation Criteria

- a. Financial bids submitted of only those bidders, who are qualified as per pre-qualification criteria shall be opened and are eligible for further evaluation.
- b. All the Pre-qualification qualified bidders shall be notified to participate in Commercial Bid opening process.
- c. Bidders quoting unrealistic cost shall be rejected straightaway by APSFL. Any bid found to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation.
- d. The commercial Bids for the Pre-Qualification qualified bidders shall be reviewed to determine whether the Commercial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.
- e. Commercial Bids that are not as per the provided format in section 7.2 shall be liable for rejection.
- f. In case of computation error in commercial forms, the Technical/Evaluation Committee's decision in this regard shall be final and binding on all.

iii. Reverse Auction

- a. APSFL will schedule the reverse auction on the website of eProcurement.
- b. Only the qualified and whose financial bids are complying to the RFP requirements only will be permitted to participate in the reverse auction.
- c. The date and time will be intimated to the qualified bidders.
- d. Reverse auction will be conducted on the total price of the respective schedule, quoted by the bidder for the indicated quantities in the cost sheet.
- e. The amount quoted in the Bid will be considered for overall evaluation to arrive 'L1' bidder.

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate

- f. The 'opening price' i.e. start price for Reverse Auction will be the L1 price quoted.
- g. The reverse auction will be conducted for the entire schedule. The bidder's screen will have provision for decrement of prices. In the bidder's screen the total price of his bid and the total lead price at that instance will also be displayed.
- h. For the purpose of Reverse Auction, the minimum bid decrement will be Rs. 1,00,000/- (Rupees One lakh only)
- i. The Bidders can modify the total price of the bid based on the minimum bid decrement or the multiples thereof, to displace a standing lowest bid and become "L1", and this will continue as an iterative process.
- j. The reverse auction shall be conducted for 3 Hours. If any bidder submits a bid in the last 15 min of the auction closing time, the auction time will be automatically increased by 15 minutes. All bidders are required to submit their online bids during this period.
- k. After the completion of the online reverse auction, the Closing Price (Final L1 Price) and the successful bidder shall be finalized. The bidder has to submit the breakup of the revised cost (post reverse auction) as per commercial bid format of RFP within the timelines stipulated on e-procurement Platform and to the Email address: apsfl@ap.gov.in.
- l. In case the bidder fails to submit the breakup of the cost quoted in the reverse auction, the quote shall stand cancelled and the EMD of the bidder will be forfeited

iv. Selection Process of Bidder

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

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

7. Bid Submission Forms

v. Pre-Qualification Evaluation Forms

"All the forms in this section shall be uploaded as part of "PQ" Bid and in the "PQ" bid folder of the eprocurement platform. If the following documents are not found in the "PQ" bid folder, the bid shall be considered as non-responsive and may be rejected. Failure to submit any of the forms in this section shall lead to disqualification of the bidder."

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate

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: Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate

Contract Ref: APSFL-----

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 and Delivery 24F ADSS (All – Dielectric Self Supporting) Optical Fiber On Rate Contract.

- 1) All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2) I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 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

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate

6) I/We to the best of our knowledge certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

7) I/We to the best of our knowledge further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

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

9) I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is not opened or rejected.

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

RFP for Supply of 6F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract

Annexure B - Profile of Bidder/ Partners

(To be submitted on Bidder’s Letter Head)

| S. No. | Particulars | Details |
|--------|---|---------|
| 1 | Name of the Company | |
| 2 | Year of incorporation | |
| 3 | Nature of the Company (Registered Company) | |
| 4 | Registered Office Address | |
| 5 | Office Telephone Number | |
| 6 | Fax Number | |
| 7 | Contact Person | |
| 8 | Name | |
| 9 | Telephone Number | |
| 10 | Email Address | |
| 11 | Local presence at Andhra Pradesh, if any | |
| 12 | Office Address | |
| 13 | Office Telephone Number | |
| 14 | Fax Number | |
| 15 | Registration Details | |
| 16 | Permanent Account Number | |
| 17 | GST Registration Number | |
| 18 | Service Tax Registration Number | |
| 19 | Banker's Name, Address and Account Number | |
| 20 | No. of Technical Staff employed | |
| 21 | ISO 9001 /ISO 14001 | |

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

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

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable

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

(To be submitted on Bidder’s Letter Head)

To,

[Date]

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

Sub: Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract. Ref: -----

Sir,

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

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

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

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

Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance

To

Managing Director

Andhra Pradesh State FiberNet Ltd.

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

Vijayawada – 520001, Andhra Pradesh,

India.

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

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

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

For M/s _____

Authorized Signatory (duly signed and stamped)

Name

Designation

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable

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 | | |
| | Certification of Incorporation or Firm registration | | |
| 7. | Financial Turnover and Net worth of the Bidder | | |
| 8. | Previous experience of supply of cable on bid submission 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. | Document Verification Certificate | | |
| 12. | Self Declaration as OEM and product for Technical Compliance | | |
| 13. | ISO 9001 /ISO 14001 | | |

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable

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 2019-20 | |
| | | FY 2020-21 | |
| | | FY 2021-22 | |
| Net worth | Measured as paid-up capital plus free reserves | FY 2019-20 | |
| | | FY 2020-21 | |
| | | FY 2021-22 | |

Documentary Proof Required:

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

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable

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 | |
| | | No. of Kilometers supplied | |
| 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
- Certificate of successful operation by the client

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable

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: -----

Ref: -----

Sir,

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

Note:

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

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 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 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.

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable

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 ----- for “Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract”. 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:

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 / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

I _____(Name and designation)** appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of RFP for Supply of 24F ADSS Optical Fiber cable” as per the tender No. ----- of APSFL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract

or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

Note:

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

Commercial Forms

Annexure N – Commercial Proposal Submission Form

Dated:

To
.....
.....
.....
.....
.....

Sir/ Madam,

Subject: “Supply of 24F ADSS (All -Dielectric Self Supporting) Optical Fiber Cable on Rate Contract.”

Reference: RFP No: -----

We, the undersigned SUPPLIER, having read and examined in detail all the RFP in respect of “Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract” do hereby propose to provide services as specified in the RFP number -----.

1. PRICE AND VALIDITY

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

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

3. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD for a sum of **Rs. 4,07,955/- (In Words – Rupees Four Lakhs Seven thousand Nine hundred and fifty five 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.

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 O – Commercial Bid Cost Components

Price Bid for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable.

| S.NO | Item Description | UOM | Quantity | Unit Price In Rs. | Total Price In Rs. |
|-------------------------|--|-----|----------|----------------------|-----------------------|
| 1 | Supply and Delivery of 24 F ADSS Optical Fiber Cable | Kms | 414 | | |
| Total | | | | | |
| Total (in Words) | | | | | |

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. The quoted rates are valid for a period of one year. Quantity Indicated above might Increase / Decrease based on the requirement. APSFL may place orders with the accepted rates as and when required.
- f. **For additional procurement if any, the prices quoted for the mentioned items would be considered as discovered prices valid for the One-year period.**
- g. The Bidder offering the Lowest Grand Total Cost (Exclusive of Taxes) will be considered for award of contract.

Instructions to fill the Financial Bid:

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

vi. Other Forms and Formats

Annexure P – 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 24F ADSS Optical Fiber cable, 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 Q – Draft Contract Format

THIS AGREEMENT made the _____ day of _____ 20XX

BETWEEN

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

AND

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

WHEREAS

The Purchaser had invited Bids vide their Tender_ (hereinafter referred to as “RFP”) for “Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract”.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract

- 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.
- (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)

9. Penalties and Payment Schedule

i. 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 Supply of the material

ii. Project Milestone

| Milestone | Activity Description | Timelines |
|---------------|---|-----------|
| | Award of Contract | T |
| Milestone - 1 | Supply and Delivery of the Material at the designated location of APSFL – 138 Kms | T+15 Days |
| Milestone - 2 | Supply and Delivery of the Material at the designated location of APSFL – 138 Kms | T+30 Days |
| Milestone - 3 | Supply and Delivery of the Material at the designated location of APSFL – 138 Kms | T+45 Days |

iii. Payment Terms

- 80% payment of work order value shall be made within 30 days of successful Supply and Delivery of Material at respective locations for each milestone upon acceptance certificate from authorized APSFL Representative.
- 20% payment of Purchase order value shall be made on completion of warranty period or Upon submission of Additional Bank Guarantee equivalent to 10% of Purchase order value.

Note:

- All payments shall be released after certification of delivery, installation and acceptance test as per the Deliverables listed in RFP, by APSFL or its Nominated Representative / Authority.
- All payments shall be made in Indian rupees only (INR).
- Payment shall be released against the invoices raised by supplier on providing all relevant

RFP for Supply of 24F ADSS (All – Dielectric Self Supporting) Optical Fiber Cable on Rate Contract

documents timely, including reports 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.

iv. 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 delivery of materials as per Milestone (M1) | 10% of the cost of undelivered material as per M1 for delay beyond the milestone timelines |
| 2. | Delay in supply and delivery of materials as per Milestone (M2) | 10% of the cost of undelivered material as per M1 & M2 for delay beyond the milestone timelines |
| 3. | Delay in supply and delivery of materials as per Milestone (M3) | 10% of the cost of undelivered material as per M1, M2 & M3 for delay beyond the milestone timelines |

v. 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

vi. Deliverables

- a. The Payment shall be released only after the submission of original invoice, signed delivery challan, drum test reports and certification from Authority.
- b. Delivery of Goods and Services shall be made by the selected vendor strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by APSFL. Corresponding documentation shall be submitted to APSFL along with delivery.

Selected Bidder must deliver/Submit

- The Warranty Certificate / Card from the Manufacturer to APSFL.
- The reports / data sheet of Optical Fiber Cable.

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

vii. Third Party Claims

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

viii. Inspection & Test

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

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

ix. Service Levels & Warranty

The selected vendor (s) has to provide onsite warranty for all the equipment supplied through this TENDER for a period of one (1) year from the date of commissioning.

The maximum response time for complaint to replacement from any of the destination shall not exceed 72 hours and same shall be replaced with new goods / material of same technical specifications or higher in 72 hours (3 days) of complaint on replacement / damaged material. Failing which, 5% of Fiber Price per Day shall be imposed as additional penalty.

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