



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Hiring of pickup vehicles for APSFL FRT teams at Nellore**

**Ref. No.APSFL/Hiring Vehicles/221853/2021-05, Dated 13.08.2021**

Andhra Pradesh State FiberNet Limited

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

Vijayawada - 520013

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

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## Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the APSFL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the APSFL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the preparation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by APSFL. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for APSFL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APSFL accepts no responsibility for the accuracy or otherwise for any interpretation of the law.

APSFL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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 this Selection Process.

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

Issuance of this RFP does not imply that the APSFL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the RFP, APSFL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations which may be required by the APSFL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and APSFL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process



**Acronyms**

APSFL	Andhra Pradesh State FiberNet Limited
APTS	Andhra Pradesh Technology Services Limited
BG	Bank Guarantee
DD	Demand Draft
EMD	Earnest Money Deposit
GST	Goods and Services Tax
INR	Indian National Rupee
LCV	Light Commercial Vehicle
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Acceptance
PBG	Performance Bank Guarantee
PoP	Point of Presence
PSU	Public Sector Unit
SD	Security Deposit
SPOC	Single Point of Contact

## Definitions

- **“Agreement”** means the Agreement to be signed between the successful bidder and APSFL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- **“Authority”** refers to MD/Directors of APSFL or its nominated representatives
- **“Authorized Representative”** shall mean any person authorized by either of the parties.
- **“Bidder”** means any firm or group of firms (called consortium) represented by the Lead Bidder offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder/ System Integrator/ Applicant when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the Contract shall mean the successful party with whom APSFL signs the agreement for rendering of services for implementation of this project.
- **“Contract”** is used synonymously with Agreement.
- **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or Andhra Pradesh or regulatory authority or political subdivision of government agency.
- **“LoA”** means Letter of Acceptance, which shall constitute the intention of the department to place the Purchase Order with the successful bidder.
- **“Party”** means APSFL or Bidder, individually and “Parties” mean APSFL and Bidder, collectively.
- **“Proposal / Bid”** means the Pre-Qualification and Technical Proposals submitted along with the subsequent clarifications and undertakings, if any;
- **“Request for Proposal (RFP)”** means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.

## 1. Inviting Authority

Andhra Pradesh State FiberNet Limited (APSFL) invites sealed bids from the prospective bidders for hiring of LCV pickup material vehicles for Operations & Maintenance activities of APSFL.

### 1.1. Key Events and Dates

S.No.	Description	Details
1.	Name of the Authority	Andhra Pradesh State FiberNet Limited
2.	Name of the Assignment	Hiring of pickup vehicles for FRT Teams of APSFL at Nellore
3.	RFP Number	Ref. No. APSFL/Hiring Vehicles/221853/2021-05
4.	RFP Publishing Date	13.08.2021
5.	Last date & time for receiving queries/clarifications	15/08/2021 at 5:00 PM
6.	Last date and time for submission of proposal (Proposal Due Date)	27/08/2021 at 3:00 PM The proposal is to be submitted in sealed envelopes at APSFL office Vijayawada.
7.	Date, time and location of opening bids	27/08/2021 at 4:00 PM Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520013 Web address: www.apsfl.in Email address: apsfl@ap.gov.in
8.	Bid Processing Fee (Non-refundable)	<b>INR 10,000 (Rupees Ten Thousand Only)</b> in the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of <b>Andhra Pradesh State FiberNet Ltd</b> , payable at Vijayawada.  Original DD must be submitted in APSFL office at Vijayawada before proposal due date.
9.	Bid Security / EMD (Refundable)	<b>INR 23,040 (Rupees Twenty-Three Thousand and Forty Only)</b> in the form of <b>Demand Draft or Bank Guarantee</b> issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of <b>Andhra Pradesh State FiberNet Ltd</b> , payable at Vijayawada. Original BG must be submitted in APSFL office at Vijayawada before proposal due date.  Bid Security / EMD should be valid for a period of 210 days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process.
10.	Performance Bank Guarantee	<b>3% of the Contract Value</b> in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Andhra Pradesh State FiberNet Ltd, payable at Vijayawada. ▪ Should be valid for contract period + additional 2 months



		<ul style="list-style-type: none"> <li>▪ EMD of the successful bidder will be considered towards PBG and validity should be extended as per the contract duration.</li> </ul>
11.	For any enquiries and clarifications, please contact:	Executive Director Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada - 520013 Web address: <a href="http://www.apsfl.in">www.apsfl.in</a> Email: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a>
12.	Validity of the Proposal	Bid proposals shall remain valid for a period of 180 days from the Proposal due date.

### 1.1 Procedure for Bid Submission

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

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

On receipt of documents, APSFL shall ensure the genuineness of the DD towards document fee, BG towards EMD and all other certificates/documents submitted by the bidder in support of the qualification criteria before concluding the agreement.

S.No	Details for EMD	
1	Name of Beneficiary	Andhra Pradesh State FiberNet Ltd
2	Name of Bank	Andhra Bank
	Bank Address	Andhra Bank, Main Branch, RR Appa Rao Street, Vijayawada, Andhra Pradesh
3	Bank Account No	060611100003785
4	IFSC CODE	UBIN0806064
5	MICR CODE	520026016
6	BRANCH CODE	000606

#### a) **RFP Document:**

The bidder is requested to download the RFP document and read all the terms and conditions mentioned in the RFP Document and seek clarification if any from the RFP Inviting Authority.

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

## 2. Introduction

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

Fiber Grid is one of the 5 Grids identified by the Government of Andhra Pradesh to accelerate socio-economic growth of the State. Fiber Grid is primarily aimed at harnessing the power of information resource and enabling provision of qualitative and cost-effective IT, Communication (data, voice & video) and other related services to the citizens of A.P.

Vision of AP Fiber Grid is as follows:

“To establish a highly scalable network infrastructure, accessible on a non-discriminatory basis, to provide on demand, affordable and end-to-end broadband connectivity of 15 Mbps for all households and 100 mbps to 1 Gbps or more for institutions & multi-dwelling units by 2018, to enable realization of the Vision of Digital Andhra Pradesh, in partnership with the Government of India and Private Sector.” In line with the vision, a dual phased approach has been undertaken to deliver the project mandate in AP.

Phase I – Aerial Fiber Grid Network will create an aerial fiber network up-to Mandal level by leveraging assets of electricity companies.

Phase II - Aerial Fiber network covering the entire State upto Gram Panchayats level.

Phase I of the Project (Aerial Fiber grid project), APSFL has established state-wide high speed optical fiber network infrastructure covering approximately 23,000 kms route across the 13 districts of Andhra Pradesh through 2449 PoPs being operated and controlled from Network Operations Centre (NOC) setup in Vishakhapatnam. Phase I project components include laying aerial optical Fiber across the State upto mandal level, so that the State, District, Zonal and Mandal's are connected with each other using ring topology as much as possible. In addition, the last mile connectivity is to be made available through a network of MSOs/ LCOs.

For Operation & Maintenance activities of AP Fiber LCV pickup staff & material vans are required for transporting APSFL staff as well as material.

### 3. Scope of Work

Andhra Pradesh State FiberNet Limited intends to hire LCV pickup material vans are required for transporting men as well as material

This hiring of vehicles shall be for 1 year of and the same will be extended for further periods on a mutually agreeable basis between APSFL and vendors. APSFL reserves the right to extend the contract beyond two years.

#### 3.1. Details of vehicle required:

- i. The vehicle to be hired by the APSFL should be Diesel/Petrol and have all features and fittings with BS4/BS6 standards and should be of showroom condition with valid registration not older than 3 years from or onwards and comprehensive insurance. The vehicle with sufficient fuel should be supplied and maintained every day preferably with the same driver.
- ii. The bidder should enclose copy of Registration Certificate and valid comprehensive insurance cover in favour of Proprietor / Partners / firm as documentary evidence in support of each vehicle.
- iii. The vehicles shall be provided at locations/districts/ZHQs as specified by APSFL

#### 3.2. Monthly hiring rate of vehicle:

- i. The monthly hiring rate of vehicle is to be quoted by the tenderer as detailed below:
- ii. The cost to be quoted for supplying the Non-AC LCV Vehicle (Examples ACE/ Bolero Camper/ Scorpio Getaway/ Imperio/ Yodha etc. and others) and not older than min 3 years and max upto 5 years from date of issue of the RfP with minimum 2 seating capacity, in excellent running conditions and with good upholstery including driver salary, boarding & lodging expenses, providing mobile phone to the driver, repairs & maintenance of vehicle, Insurance, profits, overheads, all taxes and other incidental expenditure etc for 24 hours duty per day per month.
- iii. Approximate/average running per month would be 2500 kms.
- iv. Payload of the Vehicle should be at least 1.5 Ton

#### 3.3. Meter readings of vehicle:

Kilometres will be calculated from actual reporting/ releasing time and Kms of the vehicle as confirmed and endorsed in log book & GPS Tracking by the concerned staff / User from designated place. Kilometres will not be calculated to and from the contractor's Office / Garage. The tampering of meter reading, vehicle use timing, overwriting of log sheets, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the Performance Security. The contractors may provide a GPS tracking application of vehicles to APSFL at their own cost or can utilize the GPS application provided by APSFL. This GPS tracking report should be submitted along with the invoices for vehicle running above 2500 Kms for processing the same.

### **3.4. VEHICLE:**

- i. The vehicle provided by the contractor must be road worthy. If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of vehicle so rejected.
- ii. In case of breakdown/ servicing/ repair, the contractor shall provide alternate similar vehicle within 2 hrs, that is not older than 3 years from date of issue of the RfP failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- iii. Vehicle to be provided by the Contractor should be in perfectly sound working conditions and suitable condition for use by APSFL staff. Dirty, noisy and not well-maintained vehicle shall be rejected and no payments shall be made for the same.
- iv. The liability under relevant sections of Motor Vehicle Act 1968 and Indian Penal Code causing death or permanent disability to the passengers or other person due to rash / negligence driving of vehicle driver or condition of vehicle or any other reason, the APSFL has no responsibility of whatsoever and will not entertain any claim in this regard under the Provisions of Law.
- v. Yearly comprehensive Insurance of the vehicle is mandatory and should be done with Insurance Authority by the vehicle agency. Valid PUC certificate should be obtained in intervals as per prescribed rules.
- vi. The vehicles provided by the agency must be in good condition and have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of vehicles so rejected.
- vii. The vehicle offered shall be well conditioned. Registration details of the vehicle to be supplied along with the year of manufacture are to be submitted at the time of commencement of services. While supplying the vehicle as requisition, RC book will have to be maintained and submitted to verify the same as and when APSFL demands.
- viii. The vehicle shall generally be used within Andhra Pradesh. However, in case of need, the vehicle may be taken to other states with no extra payments and will be within the monthly arrangement including extra charges on account of permits etc., if any. The vehicle should have valid permits for other states at all times to enable for the movement at short notice
- ix. Parking/toll charges if any shall be borne by the Contractor original paid vouchers/receipts
- x. The Contractor shall have to maintain the record of vehicle movement (log sheet) and the same should be submitted to APSFL along with the bill (within seven days).

### **3.5. CONTRACTOR:**

- i. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.

- ii. No other person except Contractor's authorized representative shall be allowed to enter APSFL premises.
- iii. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep APSFL indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- iv. Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. APSFL shall have no liability whatsoever in this regard and the Contractor shall indemnify APSFL against any/all claims, which may arise under the provisions of various Acts, Government Orders etc.
- v. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other unlawful acts / deeds by his staff/driver.
- vi. The contractor shall be fully responsible for any loss damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
- vii. In case of violation of any of the terms and conditions mentioned in this tender document, Competent Authority reserves the right to terminate the contract immediately and award the same to the next lowest bidder depending on the situation. In such cases no payments shall be released against the original contract.
- viii. The vehicle sent to the APSFL on requisition must have all relevant documents like registration book/ driving license/ insurance, road tax/ receipt permit fee etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
- ix. The contractor will meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
- x. Contractor will provide accommodation facility to their vehicle drivers with their own cost.

### **3.6. DRIVER:**

- i. The drivers are to be well-behaved and experienced having knowledge of different routes of Andhra Pradesh and other states (if necessary) as well as repairs of vehicles and also having valid driving license, badge, permits, proper uniforms, ID Card.
- ii. The driver should also be equipped with Mobile phone by the Contractor and the GPS application provided by APSFL should be installed in it.
- iii. The driver should have studied up to minimum 10<sup>th</sup> Standard and have an Aadhar card.
- iv. No charges will be paid for lunch / tea of the driver. Driver should make his own arrangement of food/tea etc without affecting the movement of men and material of APSFL.

- v. If the driver is found absent, it will be taken as non-availability of the vehicle and suitable penalty shall be imposed.
- vi. The driver will do the maintenance work, re-fuelling etc on every day in advance as and when he gets time.
- vii. The driver must be punctual and arrive on specified time at specified location as per the APSFL requirement; otherwise, suitable penalty will be imposed as decided by the competent authority. Substantial and repeated delays shall attract a penalty as decided by the competent authority.
- viii. Driver must not use his mobile phone or stop for personal works while driving.

### **3.7. INSURANCE:**

- i. The Insurance cover protecting the Contractor against all claims applicable under the Workmen's Compensation Act, 1923 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any No liability/claim falling on APSFL, the same shall be reimbursed/indemnified by the Contractor. The provided vehicle must be fully and comprehensively insured covering the risk to the driver.

### **3.8. DAMAGE, ACCIDENTS:**

- i. The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever.
- ii. APSFL will not be liable to pay to the contractor any charges for rectification or repairs to any damages which may have occurred from any cause whatsoever.
- iii. The Contractor shall be responsible for and shall pay any compensation to his driver payable under the Workmen Compensation Act 1923 and the amendments thereto for the injuries caused to the drivers.
- iv. The Contractor shall be responsible for and pay the expenses for providing medical treatment to any of their driver who may suffer any bodily injury as a result of any accident.
- v. The Contractor shall indemnify APSFL against all losses or all claims, damages, insurance and any liability which may arise under the Motor Vehicle Act or Workman Compensation Act or any other Act or statute having bearing over the services and for engagement of workman, directly or indirectly for performance of work under the contract.

### **3.9. Period of contract:**

The services are required for the period of 12 months from the date of issuing of acceptance letter/commencement of service. The Contractor shall have to provide (keep along with vehicle) extra wheels, jack, proper tools and tackles, one torch, fan, belts, First Aid Box, fire extinguishers and any other item as mandated by law. Statutory formalities:

All formalities in respect of R.T.A. shall be completed by the contractor regarding registration of vehicle, payment of taxes, having validity for Taxi/Tourist operation, road permit etc. Comprehensive insurance of the vehicle is mandatory and should be done with insurance authorities. Necessary certificate such as Pollution etc shall be obtained in the intervals as prescribed in Statute. The successful tenderer should submit copies of relevant documents i.e., copy of RC book, Insurance, Taxi Permit, PUC certificate.

#### **4. General Instructions to Bidder**

##### **4.1. Earnest Money Deposit (EMD)**

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

##### **4.2. RFP Amendment**

APSFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be published in the website [www.apsfl.in](http://www.apsfl.in). APSFL shall not be responsible if the Bidders do not get the individual intimates of such amendments. All such amendments shall be binding on all the Bidders. The Bidders are also advised to 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.

##### **4.3. 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.



#### 4.4. 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.

#### 4.5. Bid Prices

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

#### 4.6. 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.

#### 4.7. 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.

#### 4.8. Documents comprising the Bids

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

##### **Documents to be submitted as Bid**

All the below mentioned documents have to be submitted in sealed envelopes. If the following documents are not found, the bid shall be considered as non-responsive and may be rejected.

- I. Annexure A – Application Form
- II. Annexure B – Profile of Bidder/ Partners
- III. Annexure C – Declaration of Acceptance of Terms and Conditions in the RFP
- IV. Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance
- V. Annexure E – Pre-Qualification Compliance Documents
- VI. Annexure F – Declaration regarding Clean Track Record
- VII. Annexure G – Document Verification Certificate
- VIII. Annexure H – Earnest Money Deposit (EMD) Format



- IX. Original DD of Bid processing fees
- X. Annexure I – Commercial Proposal Submission Form
- XI. Annexure J – Commercial Bid Cost Components

#### **4.9. Modification and Withdrawal**

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

#### **4.10. Opening of Bids**

The Bids will be opened on the date and time as specified in the RFP schedule.

#### **4.11. 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 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 proposal does not meet the set criteria shall be rejected forthwith.

#### **4.12. Bids Not Considered for Evaluation**

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

#### **4.13. Pre-Qualification**

The evaluation shall be done as mentioned in this RFP.

#### **4.14. Award Criteria**

The Authority will evaluate the Price Bids to finalize the L1 bidder.

#### **4.15. 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.

#### **4.16. 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.

#### **4.17. APSFL's right to vary Scope of Work**

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

#### **4.18. 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 sanction.

#### **4.19. Signing of Agreement**

The signing of agreement for the project is as follows:

#### **4.20. Signing of Agreement**

APSFL notifies the successful Bidder that its proposal has been accepted and APSFL shall enter into an Agreement with the successful Bidder. The signing of agreement will constitute the formation of the Agreement.

#### **4.21. Discharge of Bid Security (EMD)**

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

#### **4.22. Expenses for the Agreement**

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

#### **4.23. Failure to abide by the Agreement**

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

#### **4.24. Performance Security**

- a. The successful Bidder shall have to submit a Performance Security within 30 days from the date of issuance of Letter of Award (LoA). Extension of time for submission of beyond 30 days and up to 45 days from the date of issue of LoA may be given by APSFL, who is competent to sign the contract

agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 45 days, i.e. from 46<sup>th</sup> day after the date of issue of LoA. In case the Bidder fails to submit the requisite Performance Security even after 60 days from the date of issue of LoA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed Bidder shall be debarred from participating in re-tender for that work.

- b. The Performance Security shall be submitted by the successful Bidder after the LoA has been issued, but before signing of the contract agreement. The agreement should normally be signed within 15 days after the issue of LoA and the Performance Security shall also be submitted within this time limit. This Performance Security shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Security extended to cover such extended time for completion of work plus 60 days.
- c. The value of Performance Security to be submitted by the Bidder will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Security amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Bidder.
- d. The Performance Security shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the Bidder has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill on 'No Claim Certificate' from the contractor.
- e. Whenever the contract is rescinded, the 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.
- h. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value:
  - i. A deposit of Cash;
  - ii. Irrevocable Bank Guarantee;
  - iii. Government Securities including State Loan Bonds at 5% below the market value;
  - iv. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - v. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - vi. A Deposit in the Post Office Saving Bank;
  - vii. Also, FDR in favour of Managing Director, Andhra Pradesh State FiberNet Limited, Vijayawada, (free from any encumbrance) will be accepted.

#### 4.25. Rejection Criteria

- a. The proposal of a Bidder is liable to be disqualified in the following cases or incase 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 in complete 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.

#### 4.26. Termination of Contract

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

#### 4.27. Termination for default

APSFL may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the successful bidder, terminate the contract in whole or part

- i. If the successful bidder fails to deliver any or all of the goods and services within the time period(s) specified in the Contract or fails to supply the items as per the Delivery schedule or within any extension thereof granted by APSFL; or
- ii. If the successful bidder fails to perform any of the obligation(s) under the contract; or
- iii. If the successful bidder, in the judgment of APSFL, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

In the event APSFL terminates the Contract in whole or in part, APSFL may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to APSFL for any additional costs for such similar goods. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

#### **4.28. Termination for Insolvency**

APSFL may at any time terminate the Contract by giving written notice with a notice period of 30 days, sent to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to APSFL.

#### **4.29. Termination for Convenience**

APSFL may, by written notice, with a notice period of 30 days sent to the successful bidder, may terminate the Contract, in completely or in part, at any time for its convenience. The notice of termination shall specify that termination is for APSFL's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. On termination, the successful bidder is entitled for compensation to the extent of work done till the date of termination.

The contract for the vehicles hired can also be short-closed with a shorter notice on account of unsatisfactory services at the discretion of the Nodal Officer in-charge of hiring of vehicles.

#### **4.30. 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.

#### **4.31. Liquidated Damages (LD)**

- a. Liquidated Damages will be levied as per the penalty and payment schedule subject to a maximum of 5 % of the total value of the contract for non-fulfillment 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.

#### **4.32. Force Majeure**

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

- a. Any act of God such as lightning, earthquake, landslide, etc. or other events of natural disaster of rate 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.

#### **4.33. Arbitration**

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

**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.**

## 5. Pre-Qualification Criteria

The bidder should satisfy the following criteria to be eligible 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 prospective bidders must satisfy the following eligibility criteria for submission of their bids and provide supporting documents as proof of eligibility.

S. No	Eligibility Criteria	Documents Required
1	The Bidder should be a Sole Proprietorship firm or a company registered in India under the Companies Act, 1956 / 2013 /LLP Act 2008 /Indian Partnership Act 1932, as amended from time to time, and should be in operation for at least the last 3 years as on the date of bid submission.	For Sole Proprietorship firm, following documents are required. a. Copy PAN b. Proof of address and contact details  For other, following documents are required: a. Copy of valid Certificate of Incorporation from Registrar of Companies b. Copy of Corporate Identification Number (CIN) c. Copy of GST registration certificate d. Copy of PAN
2	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 F of the RFP, that it has not been blacklisted/debarred by any Govt. department or any PSU in India as on bid submission date.
3	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 Annexure G.
4	Bidder should provide the LCV pickup vehicles not older than min 3 years and max up to 5 years from date of issue of the RfP	Required Documents from Road Transport Authority 1. Valid Registration Certificate of Vehicles 2. Valid Insurance Certificate 3. Valid Pollution Under Control Certificate 4. Valid Fitness Certificate
5	Bidder should submit the details of the drivers being engaged to the vehicles being hired by APSFL	Required Documents: 1. Valid Driving License 2. Valid ID Card of the Driver



**NOTE 1:**

- a. Only the bids of those Bidders, who submit the prescribed Bid-processing fee and EMD, shall be considered for evaluation. The bids not accompanied with a valid Bid-processing fee and EMD as part of the proposal shall be summarily rejected.
- b. Bidders are required to provide the aforementioned information as per the formats provided along with the required supporting documents for each of the criteria mentioned above.

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

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.

**Commercial Evaluation Criteria**

- a. Bidders quoting unrealistic cost shall be rejected straightaway by APSFL. Any bid found to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation.
- b. The commercial Bids submitted 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.
- c. Commercial Bids that are not as per the provided format shall be liable for rejection.
- d. In case of computation error in commercial forms, the Technical/Evaluation Committee's decision in this regard shall be final and binding on all.

**6. Vehicle Locations**

S.No	District	Quantity (Nos)
1	Nellore	4

**Note:**

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.



## 7. Annexure

### 7.1. Annexure A –Cover Letter

(To be submitted by Bidder on Original Letterhead)

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

[Date]

**Subject: Hiring of LCV Pickup staff and material vehicles for O&M activities of APSFL**

**Ref: APSFL/Hiring Vehicles/221853/2021-05 Dated:13.08.2021**

Dear Sir,

With reference to your RFP Document dated ..... I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal.

1. All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the vendor, without incurring any liability to the Bidders
6. I/We to the best of our knowledge certify that, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
7. I/We to the best of our knowledge further certify that, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
8. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is not opened or rejected.
9. I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.
10. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

## 7.2. Annexure B – Bidder Profile

To be submitted by Bidder on original letterhead. In case of Bidder bidding by forming a Consortium, Lead Bidder to submit the details of each member firm of Consortium.

#	Particulars	Details
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company)	
4.	<b>Registered Office Address</b>	
	Office Telephone Number	
	Fax Number	
5.	<b>Contact Person</b>	
	Name	
	Telephone Number	
	Email Address	
6.	<b>Local presence at Andhra Pradesh</b>	
	Office Address	
	Office Telephone Number	
	Fax Number	
7.	<b>Contact Person (in Andhra Pradesh)</b>	
	Name	
	Telephone Number	
	Email Address	
8.	<b>Registration Details</b>	
	Permanent Account Number (PAN)	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
	GST Number	
9.	Banker's Name, Address and Account Number	

Witness:

Signature -----

Name -----

Address -----

Date -----

SUPPLIER:

Signature -----

-

Name -----

-

Designation -----

-

Company Seal .....

Date -----

-

### 7.3. Annexure C- Declaration of Acceptance of RFP Terms & Conditions

(To be submitted by Bidder on original letterhead)

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

**Subject: Hiring of LCV Pickup staff and material vehicles for O&M activities of APSFL**  
**Ref: APSFL/Hiring Vehicles/221853/2021-05 Dated:13.08.2021**

Sir,

It is to certify that the RFP document – RFP No..... dated..... is carefully read & understood and all the sections and clauses are COMPLIED UNCONDITIONALLY AND UNEQUIVOCALLY. There is no deviation from the terms & conditions of the 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)

#### 7.4. 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. APSFL/Hiring of Vehicles/221853/2021-05 Dated:13.08.2021

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

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

For M/s \_\_\_\_\_

Authorized Signatory (duly signed and stamped)

Name

Designation

### 7.5. Annexure E – Pre-Qualification Compliance Documents

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

S. No.	Item	Complied (Yes/ No)	Remarks
1.	Bid Processing Fee		
2.	EMD		
3.	Application Form		
4.	All pages of bid are numbered, signed by authorized signatory and bids are sealed properly		
5.	Proof of authorized signatory (Power of Attorney/ Board Resolution)		
6.	Profile of the Bidder		
7.	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.		
8.	Undertaking for Unconditional Acceptance of Terms and Conditions of the RFP		

## 7.6. Annexure F – 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: **Hiring of LCV Pickup staff and material vehicles for O&M activities of APSFL**  
Ref: APSFL/Hiring Vehicles/221853/2021-05 Dated:13.08.2021

Sir,

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

### Note:

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

## 7.7. Annexure G – Document Verification Certificate

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

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

I \_\_\_\_\_ (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of Hiring of pickup vehicles for operations & Maintenance activities of APSFL at Nellore as per the tender No.APSFL/Hiring Vehicles/221853/2021-05, dated: 13.08.2021 of APSFL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

**Note:**

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

## 7.8. Annexure H – Earnest Money Deposit (EMD) Format

(To be executed in Rs.100/- Stamp Paper)

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

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Guarantee executed by (Banker's Name & Address) having our Head Office at (address) (hereinafter referred to as “Bank”) in favour of Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada – 520013 India (hereinafter referred to as “Beneficiary”) for an amount not exceeding Rs. /- (Rupees -----Only) as per the request of M/s.-----having its office address ----at (hereinafter referred to as “Bidder”) against RFP reference no APSFL----- of M/s. Andhra Pradesh State FiberNet Limited (APSFL). This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of Rs. -----/- (Rupees-----Only) and the guarantee shall remain in full force up to -----(date) and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before -----(date).

ANDWHEREAS, it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalized Bank for the sum specified therein as EMD towards bid submission.

ANDWHEREAS, we have agreed to give the Bidder a Guarantee.

THEREFORE, we (Banker’s address), hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder for Rs. /- (Rupees Only) and we undertake to pay you, upon your first written demand without any demur, cavil or argument, any sum or sums within the limit of Rs. /- (Rupees Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Bidder.

This Guarantee is valid until -----

Place:

Date:

Signature and seal of Guarantors (Bank)



## 7.9. Commercial Forms

### Annexure I– Commercial Proposal Submission Form

Dated:

To

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

**Subject:** “-----.”

**Reference: RFP No:** -----

We, the undersigned SUPPLIER, having read and examined in detail all the RFP in respect of “-----  
-----” do hereby propose to provide services as specified in the RFP number

#### 1. PRICE AND VALIDITY

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

2. We have studied the laws relating to Indian Income Tax Department and hereby declare that all income tax, surcharge on Income Tax, Professional and any other Corporate Tax, withholding 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. \_\_\_\_\_ (In Words – \_\_\_\_\_ 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 Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

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

Thanking you,

Yours faithfully,

(Signature of the SUPPLIER)

Printed Name Designation Seal.

Date:  
Place:  
Business Address:

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

## Annexure J – Commercial Bid Cost Components

*Price Bid for Hiring of LCV pickup staff & material vehicles for operations and maintenance activities of APSFL*

S.No	Item Description	UOM	Quantity	Unit Price In Rs.	Total Price In Rs.
1	Fixed Charges per month for supplying non-AC vehicles with min 2 seating capacity and with payload of atleast 1.5 tons with driver (inclusive of salaries, boarding and lodging expenses, fuel, providing mobile phones, repair and maintenance of vehicle, insurance, overheads and other incidental expenses) for 24 hrs duty per day per month, and 2500kms per month.	Nos	4		
<b>Total</b>					
<b>Total (in Words)</b>					

*\*Exclusive of Taxes*

- Unit Rate shall include all duties, levies, insurance, transport and other charges excluding Taxes.
- The rate quoted will be valid throughout the contract period and subject to vary on contract period.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

### **APSFL reserves the right to:**

1. Negotiate with the Bidder whose offer is the lowest (L1) for further reduction of prices in case of single bid.
2. Modify, reduce or increase the quantity requirements of the tendered quantity at the discretion of APSFL with the same rates terms and conditions
3. If delivery performance of the Bidder is not satisfactory, then APSFL reserves the right to take action against them including cancelling the complete order, forfeiting the Bank Guarantee and blacklisting.
4. APSFL reserves its right to withhold any amount for the deficiency in the service aspect

## 7.10. Other Forms and Formats

### Annexure K – 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 Hiring of pickup staff & material vehicles for operations & maintenance activities of APSFL at Nellore, RFP No. APSFL/XX/XXXX/XXXXXX/2021, Dated: 13.08.2021 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)

## 8. Penalties and Payment Schedule

Following penalty will be imposed on the contractor for the various deficiencies during tenure of the contract

- Vehicle not reporting at all for Duty-Rs 2,000/- Per Day
- Sending a vehicle not approved by APSFL-10% reduction in quoted rate per day for each day default.
- For late reporting per occasion-Rs 200/- Per Hour or part thereof
- Providing unclean vehicle / or non-road worthy-Rs.500/- Per incident.
- Misbehaviour of Driver / not following instruction of APSFL/ unaware of route- Rs.500/- Per Day or part thereof.
- For not providing mobile phone to driver-Rs 200/- Per Day.
- Driver refusing to perform duty- Rs 500/- Per Occasion.
- Rash / Negligent driving. Driver found smoking / chewing tobacco, pan or under influence of alcohol and misconduct during working for APSFL- Permanent removal of driver from APSFL with fine of Rs.2000/- per occasion.
- Not providing documents of vehicle-Rs 500/- per occasion. Rate quoted by the contractor shall remain unchanged throughout the entire period of the contract.
- Parking/toll charges if any will be reimbursed on monthly basis as per actual on production of the original paid vouchers/receipts.

## 9. Payment Terms

Payment shall be made on submission of monthly invoices

### Note:

- a. All payments shall be released after submission of the deliverables as stipulated in the RfP
- b. All payments shall be made in Indian rupees only (INR).
- c. Payment shall be released against the invoices raised by supplier on providing all relevant documents 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.
- f. Payments for above the estimate of 2500 Kms shall be released based on mutual consent between APSFL and the Contractor and on producing the GPS Tracking report certified by authorized representative of APSFL

## 10. Conditions for No Penalties

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

- a. There is a force majeure event, 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

## 11. Deliverables

- The Payment shall be released only after the submission of original invoice, vehicle movement log sheets
- GPS tracking report certified by authorized representative of APSFL if the number of kms run by the vehicle is above 2500Kms.