

Tender No.APSFL/Spares Requirement/2F/342/2022, Dated: 26/03/2022

Corrigendum /Clarifications-1, Dt: 31.03.2022

S. No.	Section No.	Page No.	Content of the RFP requiring clarification	Clarification sought	APSFL Response
1	1.4 Key Events & Dates	14	19. Bid Processing Fee (Non Refundable)	In case tender is cancelled for whatsoever reason, we request you to kindly refund our Bid Processing fee alongwith the EMD.	No Change
2	1.4 Key Events & Dates	15	21. Bid Security/EMD (Refundable/Convertible)	We would like to inform you that paying EMD of Rs.22,48,350/- from Personal Banking is not possible. We have Corporate Banking but your portal does not accept payment thorough Corporate Banking as amount is not immediately deducted. Therefore, we request you to kindly allow to submit EMD in the form of Bank Guarantee and also provide format of Bank Guarantee for submitting EMD alongwith IFSC code of your Bank enabling us to get prepared and submit timely	BG Format Provided at page no. 51 of tender document
3	1.4 Key Events & Dates	17	27. RFP Tenure	Supply of 13000 Kms in 56 days may not be possible as arranging raw-material may take 15-20 days time and further transit time may be approx 8-10 days which means we are left with only 25-30 (approx) for manufacturing. Therefore, we request you to kindly amend the clause as T+120 days Tenure of RFP as "T+120 Days" after approval of Sample as only after that we can proceed for Bulk Manufacturing.	No Change
4	1.4 Key Events & Dates	17	27. RFP Tenure	Replacement of material within 72 Hours may not be possible as we are 1300 kms away from Vijayawada and sending the person for identifying the reason for defect only will take 72 Hours. Therefore, we request you to kindly amend the clause as suitable time will be allowed to vendor for replacement after mutual agreement	No Change
5	2.26	26	Approval of Sample from APSFL before manufacturing Bulk Supplies:	We request you to kindly clarify the length of Sample. Further, we request you to kindly consider Tenure of RFP as " T+120 Days " after approval of Sample as only after that we can proceed for Bulk Manufacturing.	Successful bidder shall submit 2Kms of fiber cable within 3 days after issue of LOA
6	4. Schedule of Requirement	29	. 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.	We would like to inform you that Railway does not implies any reduction in rates. They only implies Option Clause of +/30% in quantity. Therefore this clause may be amended as quantity variation may be accepted without any price reduction.	No Change
7	Fibre Specifications	31	24. Loose Tube Colour	Loose Tube Colour shall be Natural instead of Black. Please Confirm.	Natural Colour
8	6. Bid Evaluation Criteria and Process	33	The Bidder should have supplied a minimum of 13,000 Kms of any type of optical fiber cables during the financial year 2019-20, financial year 2020-21 & financial year 2021-2022.	a) Normally in tenders supply criteria is asked as 20-25% of tender quantity. Nowhere in tender supply criteria is asked as 100%. Therefore, we request you to kindly amend the clause as " Minimum 3000 Kms of any type of Optical Fibre Cable " which will help you to get most competitive prices.	The Bidder should have supplied a minimum of 3,000 Kms of any type of optical fiber cables during the financial year 2019-20, financial year 2020-21 & financial year 2021-2022.
				b) Copies of relevant Purchase Order is asked to be submitted. In this regard, we would like to inform you that there might be 13000 No.s or more or less PO copies available. Therefore, instead of asking PO Copies, we request you to kindly accept Self Certified Statement mentioning PO details and quantity supplied toward Supply Statement. PO copies may be verified later on, if so required. Please Confirm.	No Change

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9	Annexure F - Financial Turnover and Net Worth of the Bidder	43	Annual Turnover of the Bidder	We would like to inform you that financial results of F.Y. 2021-22 shall be available after declaration of financial results in Board Meeting. Therefore at present figures of F.Y. 2021-22 may not be available. So, we request you to kindly consider detail only for F.Y. 2018-19, F.Y.2019-20 & F.Y. 2020-21. Please Confirm.	Provisional documents may be submitted for FY 21-22																																																												
10	8.2 Project Milestone	58	Milestone-1, 2, 3, 4, 5, 6, 7, 8	Milestone provided by you is totally unrealistic as First Milestone is mentioned as 7 days which only transportation will take. Manufacturer needs time to arrange necessary raw-material for manufacturing of cable. Therefore, we once again request you to kindly amend the clause of Tenure of RFP as "T+120 Days" after approval of Sample as only after that we can proceed for Bulk Manufacturing	No Change																																																												
11	8.3 Payment Terms	59	20% payment of Purchase order value shall be made on completion of warranty period against respective milestone or Upon submission of Additional Bank Guarantee equivalent to 20% of Purchase order value against respective milestone.	Normally 5% payment is withheld and if Firms submitted Additional Bank Guarantee for 5% then total 100% payment is released. Therefore instead of holding 20% payment or asking Additional Bank Guarantee for 20% is not unjustifiable. Therefore, we request you to kindly amend the clause as "95% payment shall be released immediately after delivery of material and balance 5% shall be released on completion of warranty period against respective milestone or Upon submission of Additional Bank Guarantee equivalent to 5% of Purchase order value against respective milestones"	No Change																																																												
12	8.4 Penalty	60		We request you to kindly amend Tenure of RFP as "T+120 Days" after approval of Sample for Bulk Manufacturing and after that Liquidated Damages shall be deducted on undelivered portion of supply .	No Change																																																												
13	1.4	13	Proposal due date 06.04.2022	two weeks from 06th April 2022 to the 20th April 2022 due to bank strike and upcoming festival Season in North & Western India, Further we also request for extension, since we have to submit original Hard Copy of DD & EMD to your good office on before 06 April 2022, it's issuance might be delayed due to ongoing bank's strike & financial year is coming to an end so we request you to please extend the bid submission date from 06th April 2022 to the 20th April 2022. Kindly consider and confirm Kindly Accept & Confirm	No Change																																																												
14	1.4	14	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.	We request you to kindly confirm that AP Eprocurement portal will duly accept uploading of soft copy of EMD in form of bank guarantee. This is requested to avoid any last minute glitch while submitting of bids by all prospective bidder's who are submitting EMD in form of Bank Guarantee. Kindly confirm.	No Change																																																												
15	4	29	<table border="1"> <thead> <tr> <th>S No</th> <th>Name of the District</th> <th>Length</th> <th>Quantity</th> </tr> </thead> <tbody> <tr><td>1</td><td>Srikakulam</td><td>Kms</td><td>1000</td></tr> <tr><td>2</td><td>Vizianagaram</td><td>Kms</td><td>1000</td></tr> <tr><td>3</td><td>Vishakhapatnam</td><td>Kms</td><td>1000</td></tr> <tr><td>4</td><td>East Godavari</td><td>Kms</td><td>1000</td></tr> <tr><td>5</td><td>West Godavari</td><td>Kms</td><td>1000</td></tr> <tr><td>6</td><td>Krishna</td><td>Kms</td><td>1000</td></tr> <tr><td>7</td><td>Guntur</td><td>Kms</td><td>1000</td></tr> <tr><td>8</td><td>Prakasham</td><td>Kms</td><td>1000</td></tr> <tr><td>9</td><td>Nellore</td><td>Kms</td><td>1000</td></tr> <tr><td>10</td><td>Chittoor</td><td>Kms</td><td>1000</td></tr> <tr><td>11</td><td>Ananthapur</td><td>Kms</td><td>1000</td></tr> <tr><td>12</td><td>Kadapa</td><td>Kms</td><td>1000</td></tr> <tr><td>13</td><td>Kurnool</td><td>Kms</td><td>1000</td></tr> <tr> <td colspan="3">Total (Km's of Cable Required)</td> <td>13,000</td> </tr> </tbody> </table>	S No	Name of the District	Length	Quantity	1	Srikakulam	Kms	1000	2	Vizianagaram	Kms	1000	3	Vishakhapatnam	Kms	1000	4	East Godavari	Kms	1000	5	West Godavari	Kms	1000	6	Krishna	Kms	1000	7	Guntur	Kms	1000	8	Prakasham	Kms	1000	9	Nellore	Kms	1000	10	Chittoor	Kms	1000	11	Ananthapur	Kms	1000	12	Kadapa	Kms	1000	13	Kurnool	Kms	1000	Total (Km's of Cable Required)			13,000	It is a domestic & global standard practice to supply OFC in 2km length quantities for easy handling, material movement, testing & deployment etc. We request to kindly consider the following:- a) Cable 2F ADSS Cable supply in 2km spool length with +/- 10% tolerance. b) Each District Quantity Tolerance +/- 5% of Quantity. Please consider & clarify.	No Change
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16	6	32	<table border="1"> <tr> <td>3</td> <td>Net Worth of the Bidder, for the financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-2022 should be positive as per the audited financial results.</td> <td>Certificate from Statutory Auditor clearly stating the Net worth of the Bidder, as mentioned in Annexure - F of the RFP. And, Copy of audited profit and loss statement highlighting the year-wise networth, as per CA Certificate</td> </tr> <tr> <td>6</td> <td>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.</td> <td>For Pvt. Ltd. firms, a Board Resolution, as mentioned in Annexure-I, in RFP to be submitted. For others, the Power of Attorney, as mentioned in Annexure-I, in RFP to be submitted.</td> </tr> </table>	3	Net Worth of the Bidder, for the financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-2022 should be positive as per the audited financial results.	Certificate from Statutory Auditor clearly stating the Net worth of the Bidder, as mentioned in Annexure - F of the RFP. And, Copy of audited profit and loss statement highlighting the year-wise networth, as per CA Certificate	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-I, in RFP to be submitted. For others, the Power of Attorney, as mentioned in Annexure-I, in RFP to be submitted.	<p>We request to your good office for please consider Power Attorney , Board Resolution and Statutory Auditor Certificate issued for any APSFL tender in last 6 months. Kindly Accept & Consider</p>	No Change
3	Net Worth of the Bidder, for the financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-2022 should be positive as per the audited financial results.	Certificate from Statutory Auditor clearly stating the Net worth of the Bidder, as mentioned in Annexure - F of the RFP. And, Copy of audited profit and loss statement highlighting the year-wise networth, as per CA Certificate									
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-I, in RFP to be submitted. For others, the Power of Attorney, as mentioned in Annexure-I, in RFP to be submitted.									
17	8.3	60	<p>8.3 Payment Terms</p> <p>1. 80% payment of work order value shall be made only after successful Supply and Delivery of Material at location upon acceptance certificate on the material delivered from authorized APSFL Representative against respective milestones.</p> <p>2. 20% payment of Purchase order value shall be made on completion of warranty period against respective milestone or Upon submission of Additional Bank Guarantee equivalent to 20% of Purchase order value against respective milestones.</p>	<p>We request for kind amendment in payment term clause as under :</p> <p>1. 95% payment of work order value shall be made only after successful Supply and Delivery of Material at location upon acceptance certificate on the material delivered from authorized APSFL Representative against respective milestones.</p> <p>2. 5% payment of Purchase order value shall be made on completion of warranty period against respective milestone or Upon submission of Additional Bank Guarantee equivalent to 5% of Purchase order value against respective milestone. Kindly consider</p>	No Change						
18	6.1	32	The Bidder should have been a manufacturer of optical fiber cable and 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 10 years as on the date of bid submission	The Bidder should have been a manufacturer of optical fiber cable / MSI with experience of optical fiber cable and 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 10 years as on the date of bid submission.	No Change						
19	6.1	33	The Bidder should have supplied a minimum of 13,000 Kms of any type of optical fiber cables during the financial year 2019-20 financial year 2020-21 & financial year 2021-2022	The Bidder should have supplied/O&M of minimum 13,000 Kms of any type of optical fiber cables during the financial year 2019-20 financial year 2020-21 & financial year 2021- 2022	No Change						
20	6.1	32	The Bidder must be certified with ISO- 9001:2015, ISO-14001:2015, ISO- 45001:2018 and TL-9000 certificates	The Bidder/ OEM must be certified with ISO- 9001:2015, ISO-14001:2015, ISO-45001:2018 and TL-9000 certificates	No Change						