

REQUEST FOR PROPOSAL (RFP)

for

Selection of Agency for undertaking the Civil & Electrical work for Expansion of APSFL's Data Center and Office Space at the premises of Andhra University Campus, Visakhapatnam

Ref. No- APSFL/NOC/190/2017-21, Dated: 16/04/2021

Andhra Pradesh State FiberNet Limited

NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada – 520 013 Web address: <u>www.apsfl.in</u> Email address: <u>apsfl@ap.gov.in</u> Page left blank intentionally

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 Fiber Net Ltd. (APSFL) or any of its employees or advisors, shall at all times be subject to the terms and conditions set out in this Tender document (as may be amended only by APSFL from time to time).

This RFP is not an agreement and is not an offer to any party. The purpose of this RFP is to provide the bidders or any other person with information to formulate their offers ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by APSFL in relation to this scope. This Tender document does not purport to contain all the information each bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Managing Director, APSFL and their employees or advisors to consider the objectives, technical expertise and particular needs of each bidder. The assumptions, assessments, statements and information contained herein are made considering the intended objectives of the project, and may not be complete, accurate or adequate. Each bidder must therefore conduct their own analysis of the information contained in this RFP and seek professional advice from appropriate sources.

Information provided in this Tender document to the bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APSFL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

APSFL, their employees and advisors make no representation or warranty and shall incur no liability to any person, including the bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the selection process as part of this RFP.

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

The issue of this tender document does not imply that APSFL is bound to select a bidder or to appoint the selected bidder (as defined hereinafter), for supporting implementation of the project. APSFL reserves the right to reject all or any of the bidders or Bids without assigning any reason whatsoever.

The bidder shall bear all the costs associated with or relating to the preparation and submission of Bid pertaining to this RFP including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations, which 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.

Table of Contents

REC	REQUEST FOR PROPOSAL (RFP)		
Disclaimer Acronyms		3	
		9	
1.	Introduction	10	
1.1	Invitation to Bid	10	
1.2	Procedure for Bid Submission	10	
1.3	Registration with e-Procurement platform	11	
1.	Digital Certificate Authentication	11	
2.	Deactivation of Bidders	11	
a.	Payment of Transaction Fee	12	
b.	Corpus Fund	12	
с.	RFP Document	12	
d.	Bid Submission Acknowledgement	12	
1.4	Key Events & Dates	14	
2.	General Instructions to Bidder	19	
2.1	Earnest Money Deposit (EMD)	19	
2.2	RFP Amendment	19	
2.3	Pre-Bid Queries	19	
24	Cost of Bidding	19	
2.5	Site Visit	20	
2.6	Language	20	
2.7	Bid Prices	20	
2.8	Bidder Representative	20	
2.9	Bid Validity	20	
2.10	Documents Comprising the Bids	21	
2.1	1 Modification and Withdrawal	22	
2.12	2 Opening of Bids	22	

2.13	Evaluation of Bids	22
2.14	Bids Not Considered for Evaluation	22
2.15	Pre-Qualification	22
2.16	Award Criteria	22
2.17	Rectification of Errors	22
2.18	Contacting APSFL	22
2.19	APSFL's right to vary Scope of Work	23
2.20	APSFL's Right to Accept / Reject	23
2.21	Signing of Agreement	23
2.21.1	l Signing of Agreement	23
2.21.2	2 Discharge of Bid Security (EMD)	23
2.21.3	3 Expenses for the Agreement	23
2.21.4	4 Failure to abide by the Agreement	23
2.22	Performance Security	24
2.23	Rejection Criteria	25
2.24	Termination of Contract	26
2.24.1	l Termination for default	26
2.24.2	? Termination for Insolvency	26
2.24.3	3 Termination for Convenience	26
2.25	Execution of Work Order	26
2.26	Submission of Technical Solution and Approach Methodology	27
2.27	Extra/ new item	27
2.28	Liquidated Damages (LD)	27
2.29	Force Majeure	28
2.30	Arbitration	28
2.31	Exit Management Plan	28
2.32	Extension of time in Contracts	29
2.32.1	LExtension due to modification	29
2.32.2	2 Extension for delay not due to APSFL or Contractor	29
2.32.3	3 Extension for delay due to APSFL	30
2.33	Extension of time for delay due to contractor	30

3 Project Background	32
4 Scope of Work	34
5 Bill of Quantities:	39
a.) Facilitation of Data Center Infrastructure with required material towards Supply, Deliver	y and
Commissioning at the location:	39
5.1 Safety and Precautions Measures	53
5.1.1 Safety Precautions when excavating/ working in excavations close to electric cables	53
5.1.2 Electric shock-Action and treatment	53
5.1.3 Danger from falling material	53
5.1.4 Danger of cave in	54
5.1.5 Protection of Excavations	54
5.1.6 Protection from Lightening During Storing	54
5.1.7 Precautions during thunder-storm	55
5.1.8 Maintenance of records	55
6 Bid Evaluation Criteria and Process	56
6.1 Pre-Qualification Criteria	56
6.2 Commercial Evaluation Criteria	58
6.13 Selection Process of Bidder	59
7 Bid submission Forms	60
7.1 Pre-Qualification Evaluation Forms	60
Annexure A - Application Form	61
Annexure B - Profile of Bidder/ Partners	63
Annexure C – Declaration of Acceptance of Terms and Conditions in the RFP	64
Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance	65
Annexure E – Pre-Qualification Compliance Documents	66
Annexure F – Financial Turnover and Net worth of the Bidder	67
Annexure G – Format for Past Experience of the Bidder	68
Annexure H – Declaration regarding Clean Track Record	69
Annexure I – Power of Attorney	70
Annexure J – Board Resolution	72
Annexure K – Document Verification Certificate	73

Annexure L – Earnest Money Deposit (EMD) Format		
Com	Commercial Forms	
Anne	exure M – Commercial Proposal Submission Form	76
Anne	exure N – Commercial Bid Cost Components	79
7.2	Other Forms and Formats	84
Anne	exure O – Performance Bank Guarantee Format	84
Anne	exure P – Draft Contract Format	85
Anne	exure Q – Pre-Bid Queries Format	87
9.	Penalties and Payment Schedule	88
9.1	Service Level Agreements	88
9.2	Project Milestone	88
9.3	Payment Terms	89
9.3.1	Payment terms for supply and installation of components related Civil & Electrical Works:	89
9.4	Penalty	90
9.5	Conditions for No Penalties	91
9.6 P	enalty during Commissioning Period:	92
9.7 D	Deliverables	92
10.	Responsibility Matrix	92

Acronyms

Terms	Meaning
APSFL	Andhra Pradesh fiber net Limited
BOQ	Bill of Quantity
BW	Bandwidth
CAD	Computer Aided Drawing
CCTV	Closed Circuit Television
DWC	Double Wall Corrugated
EMI	Electromagnetic Interference
FAT	Final Acceptance Test
FDP	Fiber Distribution Panel
FDU	Fiber Distribution Unit
GIS	Geographical Information System
ISO	International Organization for Standardization
ISP	Internet Service Provider
ITU	International Telecommunication Union
Lol	Letter of Intent
NOC	Network Operations Center
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Cable
ОТР	One Time Password
PBG	Performance Bank Guarantee
PCC	Plain Cement Concrete
Рор	Point of Presence
RCC	Reinforced Cement Concrete
RFP	Request for Proposal
RoW	Right of Way
SLA	Service Level Agreement
SPOC	Single Point of Contact
SPOF	Single Point of Failure
TIA	Telecommunications Industry Association
ТРА	Third Party Administrator
SI	System Integrator
SLD	Single Line Diagram

1. Introduction

1.1 Invitation to Bid

Andhra Pradesh State Fiber Net 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 "Selection of Agency for Undertaking Civil & Electrical Work for expansion of APSFL's Data Center and Office Space at the premises of Andhra University Campus, Visakhapatnam".

The selected agency has to support APSFL in smooth execution of the project across the state of AP, which includes delivery and installation of components related to Civil & Electrical Works.

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 <u>www.apeprocurement.gov.in</u> and <u>www.apsfl.in</u>. 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.

12 Procedure for Bid Submission

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

1.3 Registration with e-Procurement platform

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

1. 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 <u>www.apts.gov.in/</u> (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.apeprocurement.gov.in/DigitalCertificate/signature.html

2. 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 <u>www.apeprocurement.gov.in</u>) for any further information / clarifications on e-procurement, and for all technical support required for bid submission.

- ii. The bidders need to register on the electronic procurement marketplace of Government of Andhra Pradesh i.e., http://www.apeprocurement.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.

14 Key Events & Dates

1.	Name of the Authority	Managing Director Andhra Pradesh State Fiber Net Limited	
		Agency for undertaking Civil & Electrical	
		Works for expansion of APSFL's Data Center	
2.	Name of the Assignment	and Office Space at the Premises of Andhra	
		University Campus, Visakhapatnam	
3.	Estimated value of the tender	INR 3,05,00,000/-	
э.	Estimated value of the tender	(Rs. Three Crore Five Lakhs only, including	
		Capex Only; exclusive of taxes)	
		APSFL/NOC/190/2017-21,	
4.	RFP Number	Dated: 16/04/2021	
	Place of availability of Tender	http://apsfl.in/tenders/	
5.	, Document (RFPs)	www.apeprocurement.gov.in	
6.	Place of submission of Bids	www.apeprocurement.gov.in	
7.	Tender Document (RFP)	Request for Proposal Document	
8.	Tender Type	Onen	
0.	(Open/Limited/EOI/Auction/ Single)	Open	
9.	Tender Category	Works	
5.	(Services/Goods/works)		
	Type/Form of Contract		
10.	(Work/Supply/Auction/Service/Buy	Work	
	/Empanelment/Sell)		
11	Re-bid submission before		
	submission date/ last date of	Yes	
	submission allowed by the Bidder		
	(Yes/No) Is Offline Submission Allowed		
12.	(Yes/No)	No	
13.	Withdrawal Allowed (Yes/No)	No	
14.	Is Multi Currency Allowed	No (Only Indian Rupees)	
15.	Last date and time for receiving	22/04/2021 at 03:00 PM	
	queries/clarifications	No communication, in any form and for any	
		reason, will be entertained post this date and	

		time.
15.	Last date and time for submission of Proposal (Proposal Due Date)	26/04/2021 at 03:00 PM The proposal is to be submitted at <u>www.apeprocurement.gov.in</u> on e- procurement portal
17.	Date and time of opening of Pre- qualification on e-procurement portal	26/04/2021 at 04:00 PM Andhra Pradesh State Fiber Net 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
18.	Bid Processing Fee (Non - refundable)	Bid Processing Fee (Non-refundable): INR 50,000/- (Fifty 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 Fiber Net 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.

		Bid Security / EMD (Refundable / Convertible): INR 6,15,000/- (Six Lakhs & Fifteen Thousand Rupees Only)
19.	Bid Security / EMD (Refundable /	The EMD amount can be paid directly through any of the e-payment options in the portal or in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State Fiber Net Limited', payable at Vijayawada.
	Convertible)	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. Original BG must be submitted in APSFL office at Vijayawada before bid submission date. 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).

	Performance Security	Performance Security of 3% of CAPEX for supply which includes delivery, installation and commissioning at the location with all the required equipment's and necessary materials 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.
20.		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 Fiber Net Limited, payable at Vijayawada.
		Details of the Bank: Name of the Beneficiary: ANDHRA PRADESH STATE FIBERNET LIMITED Bank Name: Andhra Bank Bank Account Number: 060611100003785 IFSC code: ANDB0000606 MICR Code: 520011025 Branch Code: 000606 Branch Name: Main Branch, RR Apparat Street, Vijayawada, Andhra Pradesh
21.	For any enquiries and clarifications, please contact:	Andhra Pradesh State Fiber Net Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada – 520001 Web address: http://www.apsfl.in <u>Email: apsfl@ap.gov.in;</u> <u>cto-apsfl@ap.gov.in</u>

22.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from the bid submission date.
23.	Nature of Bid Process	Two stage a) Stage- I: Pre-Qualification Eligibility b) Stage- II: Commercial Bid
24.	Method of Selection	As per Section 7 of this RFP
25.	RFP Tenure	a) Implementation phase: T + 9 Weeks

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

*Participation of Consortium / Joint Venture is not allowed for this tender.

2. General Instructions to Bidder

2.1 Earnest Money Deposit (EMD)

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

2.2 RFP Amendment

APSFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be published in the website <u>www.apeprocurement.gov.in</u> and <u>www.apsfl.in</u> .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 check / visit the aforementioned website on regular basis for checking any updates. APSFL also reserves the rights to amend the dates mentioned in this RFP for Bid process.

2.3 Pre-Bid Queries

APSFL may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of APSFL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be Submitted by way of hosting amendments/clarifications on the website i.e. (www.apeprocurement.gov.in) and (www.apsfl.in) in accordance with the respective clauses of the RFP.

No queries in any form and for any reason shall be entertained after the last date and time for submission of queries.

2.4 Cost of Bidding

The Bidder is responsible for all costs incurred in connection with participation in this process,

including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of proposal, in providing any additional information required by APSFL to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit APSFL to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

2.5 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.

2.6 Language

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of APSFL.

2.7 Bid Prices

- a. The Bidder shall indicate the price in the prescribed format only.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by APSFL. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all requirements of RFP.
- c. Prices shall be quoted in Indian Rupees (INR), shall be exclusive of Goods and Service Tax (GST).

28 Bidder Representative

All documents of the bid may be Signed by a nominated Competent Authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be signed by the competent Authority.

2.9 Bid Validity

The proposals shall be valid for a period of 90 days from the date of submission of Bids. On completion of the validity period, unless the Bidder withdraws proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws proposal. If required, beyond 90 days, the Bidder may be asked to extend the bid validity, based on the

mutual consent between the APSFL and the Successful Bidder

2.10 Documents Comprising the Bids

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

2.10.1 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 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.

- 2.10.1.1 Annexure A Application Form
- 2.10.1.2 Annexure B Profile of Bidder/ Partners
- 2.10.1.3 Annexure C Declaration of Acceptance of Terms and Conditions in the RFP
- 2.10.1.4 Annexure D Undertaking on SoW Compliance and Unconditional Acceptance
- 2.10.1.5 Annexure E Pre-Qualification Compliance Documents
- 2.10.1.6 Annexure F Financial Turnover and Net worth of the Bidder
- 2.10.1.7 Annexure G Format for Past Experience of the Bidder
- 2.10.1.8 Annexure H Declaration regarding Clean Track Record
- 2.10.1.9 Annexure I Power of Attorney
- 2.10.1.10 Annexure J Board Resolution
- 2.10.1.11 Annexure K Document Verification Certificate
- 2.10.1.12 Annexure L Earnest Money Deposit (EMD) Format
- 2.10.1.13 Copy of DD of Bid processing fees

2.10.2 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 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.

2.10.2.1 Annexure M – Commercial Proposal Submission Form 2.10.2.2 Annexure N – Commercial Bid Cost Components

2.11 Modification and Withdrawal

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

2.12 Opening of Bids

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

2.13 Evaluation of Bids

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

2.14 Bids Not Considered for Evaluation

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

2.15 Pre-Qualification

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

2.16 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. This will be further taken up for Reverse Auction (as mentioned in Section 7.3) to finalize the L1 bidder.

2.17 Rectification of Errors

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. Errors in proposals will be corrected as per the unit rates quoted.

2.18 Contacting APSFL

Any effort by a Bidder to influence the Technical Evaluation and Tender Approval Committee in its decision on Bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of Bid security.

2.19 APSFL's right to vary Scope of Work

APSFL may at any time, by a written order given to the Bidder, make changes to the Scope of the work.

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

2.20 APSFL's Right to Accept / Reject

APSFL reserves the right to accept or reject any proposal, and to annul the bid process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for APSFL's action.

2.21 Signing of Agreement

The Signing of agreement for the project is as follows:

2.21.1 Signing of Agreement

APSFL notifies the successful Bidder that its proposal has been accepted and APSFL shall enter into an Agreement with the successful Bidder as per the Master Service Agreement prescribed in this RFP. The Signing of agreement will constitute the formation of the Agreement.

2.21.2 Discharge of Bid Security (EMD)

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

2.21.3 Expenses for the Agreement

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

2.21.4 Failure to abide by the Agreement

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

2.22 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 (Load). Extension of time for submission of beyond 15 days and up to 30 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 30 days, i.e., from 31st day after the date of issue of LoA. In case the Bidder fails to submit the requisite Performance Security even after 30 days from the date of issue of LoA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed Bidder shall be debarred from participating in re-tender for that work.
- b. The Performance Security shall be submitted by the successful Bidder after the LoA has been issued, but before Signing of the contract agreement. The agreement should normally be signed within 15 days after the issue of LoA and the Performance Security shall also be submitted within this time limit. This Performance Security shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of 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% (fiver 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 enchased. 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.
- f. The Bank Guarantee should be from a Nationalized/Scheduled Commercial Bank acceptable to APSFL, in the format prescribed in Annexure P in section of this RFP, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- g. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Security shall be borne by the Bidder. The Performance Security shall be valid for 60 days post completion of the Payment terms as per RFP. However, no interest shall be payable on Performance Bank Guarantee.

2.23 Rejection Criteria

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
 - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
 - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
 - iii. The Bidder proposal is a "Conditional-Proposal".
 - iv. Proposal is received in incomplete form.
 - v. Proposal is not accompanied by all the requisite documents.
 - vi. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the _ processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
 - vii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - viii. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified.
 - ix. Bidder fails to deposit the Performance Security prior to Signing of the Agreement or fails to enter into an Agreement within 30 days of the date of issuance of LoA or within such extended period, as may be specified by APSFL.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to APSFL's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by APSFL and their EMD shall be forfeited.
- c. Prevention of Collusion of Vendor: with a view to prevent collusion or the formation into a ring by vendor / Bidder, the following are issued;
 - i. Tender Schedules shall be issued till a date prior to the last date of submission of tenders.
 - ii. Once a vendor / Bidder buys a tender schedule he shall not be permitted to return the schedule after buying a tender schedule / document, if a vendor does not tender for the work, his EMD shall be forfeited (Cash or Bank Guarantee or Both).
- d. APSFL will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract.

2.24 Termination of Contract

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

2.24.1 Termination for default

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

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

corrupt practices in competing for or in executing the Contract.

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

2.24.2 Termination for Insolvency

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

2.24.3 Termination for Convenience

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

2.25 Execution of Work Order

The successful bidder should nominate and intimate APSFL, a Manager as Single Point of Contact (SPoC), who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Manager fully familiarizes with the RFP Conditions, Scope of Work and deliverables.

2.26 Submission of Technical Solution and Approach Methodology

The bidder shall be required to submit the detailed technical solution document entailing minimum technical specifications of material mentioned in the RFP, design, drawing document, detailed implementation approach methodology, etc. The technical solution documents shall need to be submitted to APSFL within 7 days of issuance of LoA. If in case, there is increase/ decrease in the technical specifications of material, prior approval needs to be taken from APSFL. APSFL reserve rights to cancel the bid, if in case the technical solution document is not in compliance with the requirements mentioned in the RFP.

Broad areas to be covered in technical solution documents are given below, but not limited to:

- a) Survey Report along with the Design / Drawings Civil & SLD's Electrical
- b) Project Implementation Plan.
- c) Project Management Resources, Communication Index, Hierarchy Escalation Mapping etc.,
- d) Specification of each material/line item being used along with the warranty certificate.

Note: If in case of change of make and model of the components from the once specified in the technical solution document during the project, prior approval from APSFL needs to be taken.

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

2.28 Liquidated Damages (LD)

- a. Liquidated Damages will be levied as per the penalty and payment schedule subject to a maximum of 0.05% of the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the successful bidder will be excluded from the delivery schedule.
- b. In the event of failure by the successful bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the action(s) as given below:
 - i. Extension of time may be permitted to complete the work.
 - ii. Additional resources will be requested for speeding up the work.
 - iii. Liquidated Damages will be levied.
 - iv. Contract with the successful bidder may be terminated as per the Termination clause.

v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

2.29 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 lighting, earthquake, landslide, etc. or other events of natural disaster of rare severity. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- b. Fire or explosion, chemical or radioactive contamination or ionizing radiation
- c. Pandemic or Epidemic or plague. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

2.30 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.

2.31 Exit Management Plan

- a. An Exit Management plan shall be furnished by bidder in writing to the Authority within 90 days from the date of Signing this contract, which shall deal with at least the following aspects of exit management in relation to the contract and in relation to the project implementation and service level monitoring.
 - A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer;
 - iii. Exit Management Plan in case of normal termination of Contract Period
 - iv. Exit Management Plan in case of any eventuality due to which Project is terminated before the Contract Period
 - v. Exit Management Plan in case of termination of Supplier
- b. Exit Management plan at the minimum adhere the following:
 - i. Three (3) Months of the support to Replacement Service Provider post termination of contract.
 - ii. Complete handover of the reports, documents and other relevant items to the

Replacement Service Provider/Authority.

- ii. Certificate of acceptance from authorized representative of Replacement Service Provider issued to supplier on successful completion of handover and knowledge transfer.
- iv. Tentative exit management schedule/Matrix is annexed
- c. Each Exit Management Plan shall be presented by the Service Provider to and approved by the Managing Director, APSFL or its nominated agencies.
- d. In the event of termination or expiry of contract, Project Implementation, or Service Level Monitoring, both PIA and Authority shall comply with the Exit Management Plan, and payment shall be made by APSFL only for the work done prior to termination notice, upon successful acceptance by Third Party Auditor (TPA)/ any agency / and personnel as appointed by APSFL.

During the exit management period, the Service Provider shall use its best efforts to deliver the services.

2.32 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.

2.32.1 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 extended on of the date may be comprised 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.

2.32.2 Extension for delay not due to APSFL or Contractor

If in the opinion of APSFL, the progress of work has any time been delayed by any act or neglect of APSFL employees or by other contractor employed by the APSFL or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by APSFL pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the APSFL for which he shall have specially applied in writing to the APSFL within 10 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be

reasonable required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. APSFL on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in its opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

2.32.3 Extension for delay due to APSFL

In the event of any failure or delay by the APSFL to ensure site readiness necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the APSFL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the APSFL may grant such extension or extensions of the completion date as may be considered reasonable.

2.33 Extension of time for delay due to contractor

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than reasons specified in the clause 2.29 and 2.32, APSFL may, if satisfied that the works can be completed by contractor within reasonable short time thereafter, allow the contractor for further extension of time as APSFL may decide. On such extension, APSFL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as per penalty terms mentioned below in this clause.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 10% of the first Rs.2 lakhs and 5% of the balance of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Further competent authority while granting extension to the currency of contract under clause 2.33 may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, if that the APSFL is not satisfied that the works can

be completed by the contractor and in the event of failure on the part aforesaid, the APSFL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract, whether or not actual damage is caused by such default.

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

3 Project Background

3.1 About the Project

Andhra Pradesh State Fiber Net Limited (APSFL) is looking for engaging of Engineering Services towards facilitation of Data Center within the premises of the Andhra University campus, Visakhapatnam towards Electrical and Civil works for Data Center Build and Expansion of NOC along with all the necessary material and the approximate room size area would be within 1100 Sq.Ft.

APSFL is 100% owned by Andhra Pradesh State Government, and this Corporation is established to extend Internet /IPTV/Telephone Services throughout Andhra Pradesh State including Tribal Areas and all Government Offices.

3.2 Project Objective

The Project Objectives broadly are as follows;

Previously, NOC has been established with in limited infrastructure in the First Floor and Andhra University has accepted the request of APSFL towards expansion of the NOC in the same premises with the occupancy of the Ground Floor in the existing building with the infrastructure expansion as follows;

- Mini Conference Hall
- Data Center with additional 36 Rack Capacity
- Testing Lab
- VIP Lounge / Board Room
- Work Stations
- Basic Amenities & Utilities
- DG Set
- Employee Seating & Office Space
- Monitoring & Storage Room
- Civil & Electrical Infrastructure
- Office Space

*Minor Modification on the Naming Convention indicated above might be considered based on the mutual consent in writing.

3.3 Location Details:

Andhra Pradesh State Fiber Net Limited – NOC,

1st Floor, APSET Building, AU Distance Education Campus, Opp.to Platinum Jubilee Guest House, Kirlampudi Layout, Chinna Waltair, Pedda Waltair, Visakhapatnam – 530017

3.4 Project Site:

Latitude: 17.72170, Longitude: 83.32973



4 Scope of Work

The scope of the project is to Supply, Delivery, Installation, Integration, Testing and Commissioning of the infrastructure facilities for Data Center, Expansion of NOC and office space along with all the necessary Material required as per the Build Design of Data Center indicated above in the section 3 of this RFP.

APSFL:

- Facilitation of Space
- Supply of Racks (42U) along with PDU's.

Bidder (Includes Supply, Delivery, Installation and Commissioning):

- Survey of the location and Design Documentation of the Site
- Installation of Racks (42U) supplied by department.
- Integration with the existing NOC Infrastructure at First Floor.
- Data Cabling, Networking and Fiber Termination
- Civil & Interior Works:
 - Internal & External Walls / Partitions
 - Wall Finishing and Painting
 - Fire Rated Doors
 - False Ceiling Works
 - Raised Access Flooring & Accessories
 - Thermal Insulation with Fire Proof Nitrile Rubber
 - Renovation/ Dismantling of Toilets as required.
 - Consturction of Overhead water tanks (Capacity: 2000 Liters)
 - Plumbing, Water Works and Drainage System.
 - Arreseting water leakage where ever necessary.
- Electrical works (Arrangement of Power Panels, Raw Power Distribution, Earth Pits, UPS etc.,):
 - Supply and erection of 630 kva Distribution transformer

- Supply, erection and commissioning of 4 nos 4 core 300 Sq.mm Cables from Transformer to Main Panel, and sub panels.
- Supply and installation of Raw Power Panel, 250 KVA APFC panel as required
- Supply, installation and commissioning of Kirloskar make 500 KVA Generator along with synchrinisation panel and required cables, earth pits etc and synchronising with existing 320 KVA Kirloskar make Generator
- Supply, installation and commissioning of 1 no 80 KVA EMERSION make UPS and keeping in parallel operation with the existing 3 nos 80 KVA UPS in First floor.
- Providing required cable for Establishing power supply to the existing power panel at First floor from the newly providing power panel in Groung floor.
- Cables for Raw Power Distribution for UPS, PAC etc., as per SLD
- Split AC's & Its Distribution
- Data Center UPS I/P & O/P Distribution
- Cables for UPS PDUs to server rack PDUs as per SLD
- Dedicated Earth Pits for Data Center CI & Copper
- Lighting and IBMS Distribution
- Lighting in server room, Monitoring room & UPS Rooms
- UPS Power for Lighting & IBMS
- Installation of Transformer and GenSet
- Cooling Solution (Installation of Split AC's with Copper Piping as required, Cables etc.,)
 - Precision Air Conditioner
 - Installation of PACs with all accessories like copper piping and cables as per BOQ
 - Split AC Supply and Distribution
 - Installation of Split AC' s with Copper Piping as per BOQ
 - Cold Aisle Containment
- Fire Suppression System
- Fire Alarm System (Indication of Zone-wise Marking)

- Access Control System (Face detection / Thumb/ ID Card)
- Wi-Fi Access Point with controller
- CCTV Surveillance System
- Water Leak Detection System
- Rodent Repellent System
- Design, Drawings & Documentation
- Documentation on all the equipment / material used at the Site with detailed description and handover to the competent authority of APSFL.
- Commissioning Certificate & Final Acceptance Test Report duly attested by APSFL's Competent Authority
- Training APSFL's Staff Members & Knowledge Transfer.
- Warranty Certification of the Material used and deployed for this project along with the OEM's Product Escalation Matrix
- Escalation Hierarchy Index of the Successful Bidder
- Communication Plan
- Facilitation of External Lighting as required with LED Bulbs at Parking Site, Terrace and Building premises.
- Replacement of APSFL's Sign Board with dimension indicated as (H X W X D = 20 X 3 X
 1) measured in Feet.

4.1 Project Methodology:

4.1.1 Acceptance Testing:

The APSFL shall review and finalize the detailed acceptance test plan proposed by the SI for all the components being used and deployed in this project. The APSFL would also conduct audit of the process, plan and results of the Acceptance Test carried out by the SI for both IT & non-IT components. If required APSFL may carry out the testing from the third party. The APSFL would issue certification of completion for which APSFL shall verify availability of all the defined services as per the contract signed between the SI and APSFL. The SI shall be required to demonstrate all the services, features, functionalities as mentioned in the agreement.

Commissioning shall involve the completion of the site preparation, supply and installation of the required components and making the Project available to the APSFL for carrying out live

Operations and getting the acceptance of the same from the APSFL. Testing and Commissioning shall be carried out before the commencement of Operations.

4.1.2 Final Acceptance Testing:

The final acceptance shall cover 100% of the Project, after successful testing by the APSFL. The Final Acceptance Test Certificate (FAT) shall be issued by the APSFL to the SI. *Prerequisite for carrying out FAT activity:*

- 1. Detailed test plan shall be developed by the SI and approved by APSFL. This shall be submitted by SI before FAT activity to be carried out.
- 2. All documentation related to Project and relevant acceptance test document should be completed & submitted before the final acceptance test to the APSFL.
- 3. If additional component is required, SI has to provide the same at no cost to APSFL

4.2 Timelines

S. No	Milestone for the Selected Agency	Timelines
1	Release of Work Order	Т
2	Submission of Design and Documents related after Survey of the Location	T + 1 Week
3	Mobilization of Resources, Equipment to the Site Location	T + 3 Weeks
4	Civil Works (Installation / Facilitation)	T + 7 Weeks
5	Electrical Works (Installation / Facilitation)	T + 7 Weeks
6	Civil Works (Commissioning)	T + 7 Weeks
7	Electrical Works (Commissioning)	T + 7 Weeks
8	Final Acceptance Test Report	T + 8 Weeks
9	Commissioning Certificate and Hand Over Certificate	T + 9 Weeks

5 Bill of Quantities:

a.) Facilitation of Data Center Infrastructure with required material towards Supply, Delivery and Commissioning at the location:

SL NO	MAKE*	DESCRIPTION	UOM	QTY
A		Supply, Installation, Testing and Commissioning of Datacenter Interior Work	s	
1	<u>-</u>	Providing and Fixing 2 Hours Fire Rated Gypsum Partition for UPS & Battery Room and for IBMS Room	SFT	250
2		Providing and Fixing Front Grill at the Entrance of Data Center Asshown in Drawing	Set	1
3	UNITILE	Supply and installation of Access raised floor system with suitable pedestal and understructure designed to with stand various static loads, rolling loads and shall provide a maximum finished floor height of 450 mm from the existing floor level, with 1.5mm Anti-Static laminated cementations 35 mm thick Finish. The overall system shall be able to with stand a UDL OF 1080 kg per SQM.	SFT	1200
4	K Flex	Supply and installation of fire rated 13 mm thick nitrile rubber floor insulation below the false flooring & Ceiling and insulation shall be finished with jointing tape / compound etc. cleaning the surface to make it free from dust.	SFT	1500
5		Supply and installation of grid type ceiling suspension system of non - combustible 600X600mm tile as per site requirement with allnecessary accessories which includes UPS Room	SFT	1700
6		Supply and applying Wall putty and painting for all walls andGypsum Partitions	SFT	3000
7		Supply and installation of 2 hours fire rated metal double leaf Door of 1500 x 2100 mm with vision panel of 300x300 - clear glass. With D type SS handles 300 mm, heavy duty door closure & all accessories complete as required.	Nos	1
8		Supply and installation of 2 hours fire rated metal single leaf Door of 1000 x 2100 mm with vision panel of 300x300 - clear glass. With D type SS handles 300 mm, heavy duty door closure &all accessories complete as required.	Nos	2
9		Supply and fabrication of step as per the raised floor for the doorentrance at site as per site condition.	Set	1
10		Dismantling of Existing Partition for UPS Room & Electrical Roomsand Windows the Data Center	Lot	1
11		Construction of Walls & Closing of Windows in the Data Center	Lot	1
12		Providing and Fixing of Floor finishing and antistatic flooring forUPS & electrical rooms	Lot	1

13		Supply of vacuum-based Tile Puller for lifting of raised floor tiles.	Nos	2
В		Supply, Installation, Testing and Commissioning of Datacenter Critical Electrical V	Vorks	
1		Datacenter Main Power Panel		
		Supply, installation, Testing and Commissioning of 3 phase and Neutral 415V 4 wire Free Standing Floor Mounted Data Center mains panel. The panel shall consist of suitable rating FP Cubusbar. The Metering shall be provided as specified. The panel shall consist of the switchgear as mentioned below.		1
SL NO	MAKE*	DESCRIPTION	UOM	QTY
		INCOMING 630 A, 50KA FP MCCB - 1 set BUSBARS: 630A FP AI Busbar with 100% neutral OUTGOINGS: 160 A, 25 kA FP MCCB – 2 Nos for UPS and 2 Nos for Future 125A FP MCCB – 4 Nos PACs & 1 Nos Spare 125A FP MCCB – 1 Nos for Split AC and Lighting 63A FP MCCB – 2 Nos Spare METERING: LED Phase indication lamps ON OFF TRIP Indication Lamps CT Operated Load Manager with RS 485		
2		Datacenter Power Distribution Panel (Racks distribution)	Set	2
		INCOMING 160 A, 25 kA FP MCCB - 1 set BUSBARS: 160A FP Cu Busbar with 100% neutral OUTGOINGS: 32 A 10KA DP MCB – 18 Nos for Racks and 2 Spare METERING: LED Phase indication lamps ON OFF TRIP Indication Lamps CT Operated Load Manager with RS 485		
3		Power Distribution Board (Split AC distribution DB) INCOMING 125A, 10 kA FP MCB - 1 set OUTGOINGS: 16/10 A, 10 kA SP MCB - 4 Nos for Lighting and Socket Wiring 20 A, 10 kA SP MCB - 4 Nos for 2 Tr Split ACs and 1 Nos for Spare	Set	1
4	Polycab	CABLES: Supply, laying, Dressing, Clamping, Testing & Commissioning of 1.1kV grade XLPE / PVC insulated/ PVC sheathed Aluminum/ Copper conductor cable as per the following sizes.		

i	Polycab	4C x 50 Sq.mm Cu Flexible FRLS Cable from Main Power panel toUPSs and UPSs to PDUs	RMT	80
ii	Polycab	4C x 25 Sq.mm Cu Flexible FRLS Cable from Main Power panel toPACs and Main Panel to DB		80
iii	Polycab	3C x 6 Sq.mm Cu Flexible FRLS Cable from PDUs to Racks	RMT	400
iv	Polycab	3C x 4 Sq.mm Cu Flexible FRLS Cable from DB-1 to Split ACs	RMT	100
v	Polycab	1C x 10 Sq.mm Cu Flexible FRLS Green wire for racks and equipment earthing.	RMT	100
vi	Polycab	1.5 Sq.mm Cu Flexible FRLS Green wire for racks and equipment earthing.	Coils	3
vii	Polycab	2.5 Sq.mm Cu Flexible FRLS Green wire for racks and equipment earthing.	Coils	3
5		CABLE TERMINATIONS		
i		Supply, installation and termination of heavy-duty double compression cable gland for 4C x 50 sqmm Cu Flexible cable & Termination with lugs and all necessary accessories.	Nos	8
ii		Supply, installation and termination of PVC cable gland for 4C x 25 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories.	Nos	8
iii		Supply, installation and termination of PVC cable gland for 3C x 6 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories.	Nos	36
SL NO	MAKE*			
	IVIANL	DESCRIPTION	UOM	QTY
iv	WARL	DESCRIPTION Supply, installation and termination of PVC cable gland for 3C x 4 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories.	Nos	QTY 10
iv v		Supply, installation and termination of PVC cable gland for 3C x 4		
		Supply, installation and termination of PVC cable gland for 3C x 4 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories. Supply, installation and termination of 1C x 10 sqmm Cu Flexibleearthing cable	Nos	10
v		Supply, installation and termination of PVC cable gland for 3C x 4 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories. Supply, installation and termination of 1C x 10 sqmm Cu Flexibleearthing cable with lugs and all necessary accessories.	Nos	10
v 6		Supply, installation and termination of PVC cable gland for 3C x 4 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories. Supply, installation and termination of 1C x 10 sqmm Cu Flexibleearthing cable with lugs and all necessary accessories. CABLE TRAYS AND CONDUITING Supply and fixing of GALVANIZED Perforated Cable Tray with internal dimensions & load bearing capacities as 300 x 50 mm, including couplers, mounting accessories with including all fixing accessories complete as required	Nos	10
v 6 i	Mennekas / Legrand	Supply, installation and termination of PVC cable gland for 3C x 4 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories. Supply, installation and termination of 1C x 10 sqmm Cu Flexibleearthing cable with lugs and all necessary accessories. CABLE TRAYS AND CONDUITING Supply and fixing of GALVANIZED Perforated Cable Tray with internal dimensions & load bearing capacities as 300 x 50 mm, including couplers, mounting accessories with including all fixing accessories complete as required Cable tray Supply, installation, testing and commissioning of FRLS Grade	Nos Ls RMT	10 1 200
v 6 i	Mennekas	Supply, installation and termination of PVC cable gland for 3C x 4 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories. Supply, installation and termination of 1C x 10 sqmm Cu Flexibleearthing cable with lugs and all necessary accessories. CABLE TRAYS AND CONDUITING Supply and fixing of GALVANIZED Perforated Cable Tray with internal dimensions & load bearing capacities as 300 x 50 mm, including couplers, mounting accessories with including all fixing accessories complete as required Cable tray Supply, installation, testing and commissioning of FRLS Grade heavy Duty PVC conduit 1 inch with all accessories. Supply, installation, testing and commissioning of IP 67 standard,3P 32 Amps	Nos Ls RMT Ls	10 1 200 1

	Schneider / Legrand	Supply, installation, testing and commissioning of 2 Nos 6/16A modular sockets controlled by 2 Nos 16A SP switch with indicatorin suitable back box (surface or concealed) along with suitable modular plate, as per the requirement for Non-linear Load indatacenter.	Set	4
	Schneider / Legrand	Supply, installation, testing and commissioning of 4 Nos 6/16A modular sockets controlled by 4 Nos 16A SP switch with indicatorin suitable back box (surface or concealed) along with suitable modular plate, as per the requirement for IBMS distribution.	Set	2
8		EARTH PITS		
i	Earth plus / Ashlock	Supply, installation, testing and commissioning of GI Pipe of 3 MtrsLength 50 MM Dia, Completely Filled With Super Conductive Crystalline Compound Sealed At Both Ends, Fitted With G.I Strip ofSize 50x6x3000MM, Eco friendly, Maintenance free earthing compound To Enhance Soil Conductivity Packed In Eco-Friendly HDPE Laminated Paper Bags 25kg X 2 Paper Bag including construction of 1.5x1.5 chamber and closing the same (for UPS, Body. PACs and Panels).	Nos	4
ii	Earth plus / Ashlock	Supply, installation, testing and commissioning of Cu Pipe of 3Mtrs Length 50 MM Dia, Completely Filled With Super Conductive Crystalline Compound Sealed At Both Ends, Fitted With Cu Strip of Size 50x6x3000MM, Eco friendly, Maintenance free earthing compound To Enhance Soil Conductivity Packed In Eco-Friendly HDPE Laminated Paper Bags 25kg X 2 Paper Bag including construction of 1.5x1.5 chamber and closing the same (for IT equipment's).	Nos	2
iii		Supply, installation and termination of CI Flat of size 25 X 6 mm.	RMT	160
iv		Supply, installation and termination of Cu Flat of size 25 X 6 mm.	RMT	60
v		Supply, installation, testing and commissioning of earthing box as per site requirement.	Set	1

C	Supply, Installation, Testing and Commissioning of Datacenter UPS & Battery					
SL NO	MAKE*	MAKE* DESCRIPTION		QTY		
1	APC_Schn eider	Supply and Commissioning of 3 Phase 80 KVA Stand Alone UPS using IGBT rectifier & IGBT Inverter to achieve 0.99 IPF & <3% THDi	Set	2		
2	Amara raja _Quanta	Supply of required number of batteries for 20 mins back up at fullload @ 0.8 PF	Set	2		
3		Supply, Installation, Testing and Commissioning of accessories like battery Rack, interconnecting cables between batteries, interconnecting cables between battery bank and UPS. (Max 5 Mtrs Cable considered between UPS & Battery Bank)	Set	2		
D		Supply, Installation, Testing and Commissioning of Datacenter Critical Cooling Solu	ution			

1	Supply, Installation, Testing and Commissioning of Precision Air Conditioning units Heater, Humidifier, Double skin side panel etc., Bottom Discharge & Top Suction Precision AC Model, 10 Tr Actual Capacity (2 working + 1 stand By).Supply and Installation of Indoor and outdoor unit installation		Nos	3
2		Supply and Installation of Indoor and outdoor unit installation along with outdoor stands & base Frame of height 450 mm forindoor units.	Nos	3
3	Supply, Installation, Testing & Commissioning of Interconnecting Copper piping between indoor & outdoor unit. (Hot gas line &Liquid Line)		RMT	45
4		Supply, Installation, Testing & Commissioning of Extended pipingkit for PAC exceeding Copper pipe 30Mtrs per Circuit	Set	0
4		Supply, Installation, Testing & Commissioning of Cabling between indoor to outdoor unit. 3C x 2.5 sqmm copper armored cableCharged As per Actual.	RMT	60
5		Supply, Installation, Testing & Commissioning of Condensate drainpiping with 32mm CPVC class pipes.	RMT	30
6		Supply, Installation, Testing & Commissioning of Humidifier waterpiping with 19mm CPVC class pipes.	RMT	30
7		Supply and fixing of GALVANIZED Perforated Cable Tray with internal dimensions & load bearing capacities as 300 x 50 x 1.6mm, including couplers, mounting accessories with including all fixing accessories complete as required Cable tray as required for Copper piping.	RMT	30
8		Initial charge of R-407c refrigerant gas for 2 Units	Ls	1
9		Supply and installation of Powder quoted floor grill tiles of 600x600mm size for cold aisle supply to the server racks and network racks in the server room	Nos	14
10		Supply and installation of false ceiling type Grill tiles for return air collection for PACs from the server racks and network racks in theserver room	Nos	
11		Supply, Installation, Testing & Commissioning of of Cold AisleContainment for 14 Server Racks	Set	1
E		Supply, Installation, Testing and Commissioning of Comfort Cooling Solution		
1	Bluestar / Lloyd / Equivalent	Supply, installation, testing and commissioning of inverter type 2TR Split Air Conditioner	Nos	4
SL NO	MAKE*	DESCRIPTION	UOM	QTY
2		Supply, installation, testing and commissioning of Copper Pipingand Communication Cabling for Split AC @ 5 Mtrs for each Unit	RMT	20
3		Supply, installation, testing and commissioning of timer circuit foroperating 1 working and 1 standby mode	Nos	2
F		Supply, Installation, Testing and Commissioning of Data Center Racks & PDUs		

		RACKS and PDUs - APSFL Supply, SI / Agency to support for transportation and delivery of Racks from Existing APSFL's Ware House to Designated Location	Nos	12
G		Supply, Installation, Testing and Commissioning of Fire Suppression System		
1		Supply, Installation, Testing & Commissioning of 120 /140 Liters cylinder as per requirement with valve & warning SB, High Pressure, seamless steel gas cylinder, flat type, concave bottom asper IS 7285 complete with neck ring, CCOE approved. A NOVEC 1230 Gas of Apr. 250 kGs and to be sufficient for Data Center Area with required all accessories	Nos	1
2		Supply & Installation of Clean agent Hand held cylinder - 2 KG ifRequired for UPS Rooms	Nos	2
н		Supply, Installation, Testing and Commissioning of Fire Alarm System		
1	RAVEL	Supply, Installation, Testing & Commissioning of 2 ZONE wallmounting Fire Alarm Cum Gas Release Panel. The operating panel shall have 320 Character LCD display, 240volts ac power supply, automatic battery charger, 24V sealed lead-acid battery suitable operating system in emergency condition for Data Center with required Detectors and Accessories for Data Center server hall area	Nos	1
1		Supply, Installation, Testing and Commissioning of CCTV Surveillance System		
1	Samsung/ Equivalent	Supply, Installation, Testing & Commissioning of IP based 2 MP, IR 20 Mtrs CCTV Cameras.	Nos	10
2	Samsung/ Equivalent	Supply, Installation, Testing & Commissioning of 16 Channel Network Video Recorder.	Nos	1
3	Seagate	Supply, Installation, Testing & Commissioning of 6 TB Surveillance HDD.	Nos	1
4	LEGRAND	Supply, Installation, Testing & Commissioning of CAT 6 Cable for the Cameras (305 Mtrs per Box)	Box	1
5	DIGISOL	Supply, Installation, Testing & Commissioning of 16 /24 Port POE Switch.	Nos	1
J		Supply, Installation, Testing and Commissioning of Access Control System		
1		Supply, Installation, Testing & Commissioning of Access ControlSystem along with all accessories	Nos	2
К		Supply, Installation, Testing and Commissioning of Water Leak Detection System	n	
1	C Systems	Supply, Installation, Testing & Commissioning of Supply of 4 Zone WLD (water leak detection system) Panel with RS 485 card for BMS integration with Required Sensor Cable to Lay under PAC only	Nos	1
L		Supply, Installation, Testing and Commissioning of Rodent Repellent System		

C Systems / Maser	Supply, Installation, Testing & Commissioning of ultra- sonic Rodent Repellent control panel with RS 485 card for BMS integration	Nos	1
	Supply, Installation, Testing and Commissioning of Data Center Monitoring System	em	
	Supply, Installation, Testing and Commissioning of controller with4 Nos Temperature Sensors	Set	1
	Charges for Providing complete server room Design, Drawings,Documentation	Ls	1
	Supply, Installation, Testing and Commissioning of Fiber Uplinks from OLD DC to NEW NOC	Set	1
		C Systems Rodent Repellent control panel with RS 485 card for BMS integration / Maser Supply, Installation, Testing and Commissioning of Data Center Monitoring System Supply, Installation, Testing and Commissioning of controller with 4 Nos Temperature Sensors Charges for Providing complete server room Design, Drawings,Documentation Supply, Installation, Testing and Commissioning of Fiber Uplinks from OLD DC to	C Systems / Maser Rodent Repellent control panel with RS 485 card for BMS Nos / Maser Supply, Installation, Testing and Commissioning of Data Center Monitoring System Supply, Installation, Testing and Commissioning of controller with4 Nos Temperature Sensors Set Charges for Providing complete server room Design, Drawings,Documentation Ls Supply, Installation, Testing and Commissioning of Fiber Uplinks from OLD DC to Set

b.) Supply, Delivery, Installation, Testing and Commissioning of the required material towards facilitation of Transformer & DG Set:

	Supply, Installation, Testing and Commissioning of the required Material towards Facilitation / Enhancement of Transformer & DG Set					
SL NO	MAKE*	DESCRIPTION	UOM	QTY		
1	Kirloskar/ Tosibha/ Vijaya Electricals	Supply, erection and commissioning of 630 KVA Amorphous core Copper wound/ oil cooled Transformer in place of existing 315 Kva (excluding Govt/DISCOM Charges)	Set	1		
2	Kirloskar / Amorphus / Tosibha/ Koel Green	Supply, Delivery, Installation, Testing and Commissioning of New 500 Kva DG Set Capable to Synchornizing with Existing 320 Kva DG Set including related Civil and Earthing Works	Set	2		

Technical Functionalities of 500 Kva DG Set:

Droduct Decemintion	
Product Description	Kirloskar
Power Capacity	500 KVA
Voltage	415 V
Frequency	50 HZ
No. of Cylinders	10 Numbers
Rated Speed	1500 RPM
Noise Level	Silent or Soundproof
Insulation Class	Class H
Ingression Protection	IP 23
Alternator Efficiency	93.60%
Fuel Tank Capacity	990 Ltrs
Genset Model	KG1 - 500 AS
Power Factor	0.8
Weight of Genset	7200 kg
Overall Dimensions of Genset	5650 X 2000 X 2558 mm (L X W X H)
Electrical Battery Starting Voltage	24 Volts - DC
Rated Output Prime Continuous Rating	447 kW/ 608 HP
Cubic Capacity	19.90 Ltrs
Lube Oil Sump Capacity	50 Ltrs
Coolant Capacity	120 Ltrs

Additional Features:

- I. Cooling System: Heater Kit for -20 Degree Celsius Operation Temperature.
- II. Electrical Systems: Alternator Space Heater / Higher Rating Battery / Battery Charger / Battery Heater / Copper Bus Bar / Sealable kWh / Earth Fault Relay / Remote Annuciator / Remote Monitoring / RTD / BTD Temperature Sensor.
- III. AMF & Synchronizing System: AMF Panel / AMF with Auto Synchronization
- IV. **Open unit (For Export):** Exhaust Silencer Hospital/ Residential Grade, Stainless Steel, Flexible Pipe.
- V. Fuel System: Fuel Pressure Gauge / Fuel Flow Meter
- VI. Enclosed Unit: Sound Enclosure Super Silent / External 990 Lt. Fuel Tank.
- VII. **Miscellaneous:** Air Cleaner (Heavy Duty) / Air Cleaner Restriction Indicator Digital / Closed Crankcase Ventilation

Note:

- **1.**) Agency has to follow all the prescribed norms & Procedures of Electricity Regulations (Or) DISCOM while enhancing the transformer and Synchorinzation.
- 2.) Synchorinzation with the existing Diesel Genset of 320 KVA is mandatory (Make / Brand of the existing DG Set is
- **3.**) Agency / Participating Bidders have to Upload the technical specification sheet and product description Brochure during the submission of the Bid.
- **4.**) Make mentioned is preferrable, vendor may suggest Make / Brand Equivalent to the specifications could be used only after the consent approval of APSFL's Competent Authority in writing.

c.) Supply, Delivery, Installation, Integration and commissioning of the material required towards facilitation of office space along with other amenities:

SL NO	MAKE DESCRIPTION	UOM	QTY
Α	Supply, Installation, Testing and Commissioning of Office Space	e Interior Wor	ks
1	Providing and Fixing 2 Hours Fire Rated Gypsum Partition BetweenLab Testing and Dining Rooms	SFT	200
2	Providing and Fixing Aluminum Portion at Entrance Along withDoor	Set	1
3	Supply and installation of grid type ceiling suspension system of 600X600mm tile as per site requirement with all necessary accessories	SFT	1600
4	Supply and applying Wall putty and painting for all walls and Gypsum Partitions	SFT	4000
5	Supply and installation of double leaf Door of 1500 x 2100 mr with vision panel - clear glass. With D type handles 300 mm, heav duty door closure & all accessories complete as required.	NI	1
6	Supply and installation of single leaf Door of 1000 x 2100 mm wit vision panel - clear glass. With D type handles 300 mm, heavy dut door closure & all accessories complete as required.		5
7	Water Proofing work for the Work station areas from Out side	Lot	1
8	Dismantling of Existing Partition and Toilet wallsas perRequirement	Lot	1
9	Construction of Wall for Closing of Existing Doors at Staff Rooms	Lot	1
10	Renovation of Existing Toilets in GF with New Toilets for Gents andLadies	Set	1
11	Providing and Fixing of PVC Vinyl flooring for all Rooms	SFT	1500
12	Land scaping	SFT	2000
В	Supply, Installation, Testing and Commissioning of Office Space Cr	itical Electrical	Works
1	Power Distribution Board (Split AC distribution DB)	Set	1
	INCOMING		
	125A, 10 kA FP MCCB - 1 set	_	
	OUTGOINGS:	_	
	16/10 A, 10 kA SP MCB – 12 Nos for Lighting and Socket Wiring		

		20 A, 10 kA SP MCB – 12 Nos for 2 Tr Split ACs and 1 Nos for Spare		
2		Power Distribution Board (UPS distribution DB)	Set	1
		INCOMING		
		32A, 10 kA FP MCB - 1 set		
		OUTGOINGS:		
		16/10 A, 10 kA SP MCB – 4 Nos for Lighting and Socket Wiring g		
3	Polycab	CABLES: Supply, laying, Dressing, Clamping, Testing & Commissioning of 1.1kV grade XLPE / PVC insulated/ PVC sheathed Aluminum/		
		Copper conductor cable as per the following sizes.		

3.1	Polycab	4C x 10 Sq.mm Cu Flexible FRLS Cable from Main Power panel toPACs and Main Panel to DB	RMT	80
3.2	Polycab	3C x 4 Sq.mm Cu Flexible FRLS Cable from DB-1 to Split ACs	RMT	100
3.3	Polycab	1.5 Sq.mm Cu Flexible FRLS Green wire for racks and equipment earthing.	Coils	6
3.4	Polycab	2.5 Sq.mm Cu Flexible FRLS Green wire for racks and equipment earthing.	Coils	6
4		CABLE TERMINATIONS		
4.1		Supply, installation and termination of PVC cable gland for 4C x 10 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories.	Nos	4
4.2		Supply, installation and termination of PVC cable gland for 3C x 4 sqmm Cu Flexible cable & Termination with lugs and all necessaryaccessories.	Nos	14
5	5 CABLE TRAYS AND CONDUITING			
5.1	5.1Supply, installation, testing and commissioning of FRLS Grade heavy Duty PVC conduit 1 inch with all accessories.		Ls	1
5.2	Elenserve/ Philips / Havel's	Supply, installation, testing and commissioning of Ceiling Mount600x600mm LED light fixtures	Nos	18
5.3		Supply, installation, testing and commissioning of Ceiling Fans for Facility Areas	Nos	8
5.4	Schneider / Legrand	Supply, installation, testing and commissioning of 6A 1 Way switches 2 Nos In suitable back box and modular front plate for lighting control.	Set	12
5.5	Schneider / Legrand	Supply, installation, testing and commissioning of 2 Nos 6/16A modular sockets controlled by 2 Nos 16A SP switch with indicatorin suitable back box (surface or concealed) along with suitable modular plate, as per the requirement for Non-linear Load in datacenter.	Set	10

С	Supply, Inst	allation, Testing and Commissioning of Work Station – Data Center UP	S & Battery	,
		Existing 10 Kva would be utilized		
1				
D	Supply	Installation, Testing and Commissioning of Comfort Cooling Solution fo	r Officas	_
U	Bluestar /		ronces	
1	Lloyd / Equivalent	2TR Split Air Conditioner	Nos	4
2	/ Bluestar Lloyd Equivalen	Supply, installation, testing and commissioning of inverter type	Nos	5
3		Supply, installation, testing and commissioning of Copper Pipingand Communication Cabling for Split AC @ 5 Mtrs for each Unit	RMT	45
E		Supply, Installation, Testing and Commissioning of Fire Alarm System		
1	RAVEL	Supply, Installation, Testing & Commissioning of 4 ZONE wall mounting Fire Alarm Panel. The operating panel shall have 320 Character LCD display, 240volts ac power supply, automatic battery charger, 24V sealed lead-acid battery suitable operating system in emergency condition for Data Center	Nos	1
2	RAVEL	Supply, Installation, Testing & Commissioning of Addressable Multisensory detectors	Nos	22
3	RAVEL	Supply, Installation, Testing & Commissioning of Addressable Manual Pull Station	Nos	1
4	RAVEL	Supply, Installation, Testing & Commissioning of Response Indicators	Nos	12
5	RAVEL	Supply, Installation, Testing & Commissioning of Hooter	Nos	1
6	Ravel	Supply, Installation, Testing & Commissioning of Gas release station	Nos	1
7	Ravel	Supply, Installation, Testing & Commissioning of Abort Station	Nos	1
8	PLOYCAB / VARSHA	Supply, Installation, Testing & Commissioning of 2C X 1.5 sqmm Cu Armored FRLS cable including cable claddings and other connectors for connecting detectors, panels and other accessories.	RMT	500
F	Supply, Insta	llation, Testing and Commissioning of CCTV Surveillance System		
1	Samsung	Supply, Installation, Testing & Commissioning of IP based 2 MP, IR 20 Mtrs CCTV Cameras.	Nos	10
2	Samsung	Supply, Installation, Testing & Commissioning of 16 Channel Network Video Recorder.	Nos	1

3	Seagate	Supply, Installation, Testing & Commissioning of 6 TB Surveillance HDD.	Nos	1
4	LEGRAND	Supply, Installation, Testing & Commissioning of CAT 6 Cable for the Cameras (305 Mtrs per Box)		1
5	DIGISOL	Supply, Installation, Testing & Commissioning of 16 /24 Port POE Switch.	Nos	1
G		Supply, Installation, Testing and Commissioning of Access Control S	System	
1		Supply, Installation, Testing & Commissioning of Access Control System along with all accessories	Nos	2
н	Su	pply, Installation, Testing and Commissioning of Work Station System		
1		Supply of Work Station Chairs for Work Stations	Nos	15
2		Dining Table for a Room of 3.5 Mtr x 4 Mtsr Max for Dining Area	Nos	1
3		Dining Table Chairs	Nos	10
4		Supply of Work Table for GM Cabin	Nos	2
5		Supply of Conference Table & suitable table for VIP Room	Set	1
6		Supply of Test Lab Work Station	Lot	1
7		Sofa Sets at VIP Rooms and Other Areas	Lot	1
8		Supply of Linear Work stations with 8 GB RAM, i5 Processor, 1 TB Hard disk, 17" INCH ALL in One Desktop with all accessories	Nos	10
9		Supply of Wi-Fi Access Point with Controller with U6LR (Extended Range of connectivity)	Nos	4
10	EPSON	Projector with focus of atleast 30 feet in Conference Room / Board Room	Nos	1
<u> </u>		Supply, Installation, Testing and Commissioning of Data Cabling for Wo	ork Statior	1
1		Supply and Laying of CAT6 Cabling	Вох	6
2		Supply & Installation of 24 Port Patch Panel	Nos	2
3		Supply of 1 Mtr Patch Cords	Nos	48
4		Supply & Installation of 24 Managed Switch	Nos	2
5		Supply & Installation of Wall Mount Rack	Nos	1
6		Supply of 2 Mtr Patch Cords	Nos	48
7		Supply, Installation and Integration of 96F FDMS	Nos	2
8		Facilitation of External Lighting with LED Bulbs	Nos	8

*Make Mentioned is preferrable, Vendor may suggest alternative / equivalent make with the same quality and specifications with the consent approval of APSFL's Competent Authority in writing.

d.) Supply, Delivery, Installation, Integration, Testing and commissioning of the required material towards Facilitation of UPS along with the required accessories at the Existing DC:

S. No	Make	Description	UoM	QTY
A		3 Phase 80 kVA Stand Alone UPS using IGBT rectifier & IGBT Inverter suitable to Parallel with existing UPS Setup at 1st Floor Battery bank for 20 Mins backup at full load @0.8 PF Accessories like battery rack, interconnecting cables between batteries, interconnecting cables between battery bank and UPS. (Max 5 Mtrs cable considered between UPS & Battery Bank) parallel card for UPS	Nos	1

Note:

1.) The Proposed Make of UPS Specifications to be in compatible with N+1 MODE Configuration with the existing 3 Phase 80 Kva of 2 No's at DC (1st Floor).

5.1 Safety and Precautions Measures

5.1.1 Safety Precautions when excavating/ working in excavations close to electric cables The Engineer- in-charge of the work should get full information from Electricity undertaking regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be preceded with close consultation with them. Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power Cables, not laid in conduits, are usually protected from above by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always to drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working nearby so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be contacted to do the needful. If an electric cable is damaged even slightly, it should be reported to the Electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

5.1.2 Electric shock-Action and treatment

Free the victim from the contact as quickly as possible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands as his body may be energized while in contact. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every moment of delay is serious, so, in the meanwhile, a doctor should be called for.

5.1.3 Danger from falling material

Care should be taken to see that apparatus, tools or other excavating implements or excavated materials are not left in a dangerous or insecure position so as to fall or be

knocked into the trench thereby injuring any workman who may be working inside the trench.

5.1.4 Danger of cave in

When working in deep trenches in loose soil, timbering up/shoring the sides will prevent soil subsidence. The excavated material should be kept at sufficient distance from the edge of the trench or pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation.

When making tunneled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

5.1.5 Protection of Excavations

Excavations in populated areas, which are not likely to be filled up on the same day should be protected by barriers or other effective means of preventing accidents and the location of all such openings must in any event be indicated by red flags or other suitable warning signs. During the hours from dusk to dawn, adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risk and responsibility is involved. Notwithstanding adoption of the above-mentioned precautions, works involving excavations should be so arranged as to keep the extent of opened ground and the time to open it to a minimum.

5.1.6 Protection from Lightening During Storing

Every magazine shall have attached there to one or more efficient lightening conductors designed and erected in accordance with the specification laid down in Indian Standard Specifications No. 2309 as amended from time to time. The connections to various parts of earth resistance of the lightening conductor terminal on the building to the earth shall be tested at least once in every year by a qualified electrical engineer or any other competent person holding a certificate of competency in this behalf from the State Electricity Department. A certificate showing the results of such tests and the date of the last test shall be hung up in conspicuous place in the building.

5.1.7 Precautions during thunder-storm

When a thunder- storm appears to be imminent in the vicinity of a magazine or store house every person engaged in or around such magazine and store house shall be withdrawn to a safe distance from such magazine or store house and the magazine and store house shall be kept closed and locked until the thunder storm has ceased or the threat of it has passed.

5.1.8 Maintenance of records

Every person holding a license granted under these rules for possession, sale or use of explosives shall maintain records in the prescribed form and shall produce such record on demand to an Inspection Officer.

6 Bid Evaluation Criteria and Process

6.1 Pre-Qualification Criteria

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

The following is the Pre-Qualification Criteria:

S. No	Eligibility Criteria	Documents Required
1	The Bidder should be a Sole Proprietorship firm or a company registered in India under the Companies Act, 1956 / 2013 /LLP Act 2008 /Indian Partnership Act 1932, as amended from time to time, and should be in operation for at least the last 3 years as on the date of bid call.	 For Sole Proprietorship firm, following documents are required. a. Copy PAN b. Proof of address and contact details For other, following documents are required: a. Copy of valid Certificate of Incorporation from Registrar of Companies b. Copy of Corporate Identification Number (CIN) c. Copy of GST registration certificate d. Copy of PAN
2	The cumulative annual turnover of the Bidder in the financial years i.e., FY 2017-18, FY 2018-19, FY 2019-20 and current financial year, should be at least INR 4.58 Cr	Certificate from the Statutory Auditor of the Company mentioning year-wise annual turnover. And, Copy of audited profit and loss statement showing the year-wise turnover, as mentioned in Annexure –F in Section 7.1 of the RFP
3	Average Net Worth of the Bidder, for the financial years, i.e., FY 2017-18, FY 2018-19, FY 2019-20 and current financial year, should be at least INR 15.25 Lakhs 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.

S. No	Eligibility Criteria	Documents Required
4	The Bidder should have experience in works related to Civil & Electrical Engineering works amounting to at least INR 92 Lakhs in the past 3 years.	Completion Certificate / Work Order Certificates on the letterhead of the client clearly mentioning the value of work completed / On-going related only to Civil & Electrical Engineering Works in the last 3 years, as mentioned in Annexure – G in Section 7.1 of the RFP.
5	Bidder should not have been blacklisted by any central or state Govt. department or PSU on the date of bid submission	Bidder should submit an undertaking, as mentioned in Annexure H in Section 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 7.1of 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.

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, 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.

6.2 Commercial Evaluation Criteria

- a. Financial bids submitted of only those bidders, who are qualified as per prequalification criteria shall be opened and are eligible for further evaluation.
- b. 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.
- c. The commercial Bids for the Pre-Qualification qualified bidders shall be reviewed to determine whether the Commercial Bids are substantially responsible. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.
- d. Commercial Bids that are not as per the provided format in section 7.2 shall be liable for rejection.
- e. In case of computation error in commercial forms, the Technical/Evaluation Committee's decision in this regard shall be final and binding on all.

6.3 Reverse Auction

APSFL will schedule the reverse auction on the website of eProcurement.

- a. Only the qualified and whose financial bids are complying to the RFP requirements only will be permitted to participate in the reverse auction.
- b. The date and time will be intimated to the qualified bidders.
- c. 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.
- d. The amount quoted in the Bid will be considered for overall evaluation to arrive 'L1' bidder.
- e. The 'opening price' i.e., start price for Reverse Auction will be the L1 price quoted.
- f. 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 L1 Price at that instance will also be displayed.
- g. For the purpose of Reverse Auction, the minimum bid decrement will be Rs. 10,00,000/- (Rupees Ten lakhs only)
- h. 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.
- i. The reverse auction shall be conducted for 3 Hours. If any bidder submits a bid in the last 15 minutes 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.

- j. 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 cost the commercial bid format (Annexure M) within 48 Hours to the e-mail ID: apsfl@ap.gov.in as mentioned on completion of the reverse auction.
- k. 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.

6.13 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

7.1 Pre-Qualification Evaluation Forms

<u>"All the forms in this section shall be Submitted as part of "PQ" Bid and in the "PQ"</u> <u>bid folder in separate Sealed Cover / Envelope. If the following documents are not found</u> <u>in the "PQ" bid folder, the bid shall be considered as non-responsive and may be rejected.</u> <u>Failure to submit any of the forms in this section shall lead to disqualification of the</u> <u>bidder."</u>

Annexure A - Application Form

(On Bidder's letterhead)

(Date)

Τo,

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

Sub: Selection of agency for undertaking Civil & Electrical Works for expansion of APSFL's Data Center and Office Space at the Premises of Andhra University Campus, Visakhapatnam.

Ref: APSFL/NOC/190/2017-21, Dated: XX/04/2021

Dear Sir,

With reference to your RFP Document dated XX/04/2021, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal to undertake the Civil & Electrical works for expansion of APSFL's Data Center and Office Space at the Premises of Andhra University campus, Visakhapatnam.

1) All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

2) I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

3) I/We acknowledge the right of the Authority to reject our Proposal without arising any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4) I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the selected supplier, without incurring any liability to the Bidders

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

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

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

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

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

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

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

Annexure B - Profile of Bidder/ Partners

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	
19	Number	
20	No. of Technical Staff employed	

(To be submitted by Bidder)

Witness:

Signature	
Name	
Address	
Date	

SUPPLIER:

Signature	
Name	
Designation	
Company Seal	
Date	

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

(To be submitted by Bidder)

Τo,

[Date]

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

Sub: Selection of agency for undertaking Civil and Electrical Works for expansion of APSFL's Data Center and Office Space at the Premises of Andhra University Campus, Visakhapatnam.

Ref: APSFL/NOC/190/2017-21, Dated XX/04/2021

Sir,

It is to certify that the RFP document – Ref: APSFL/NOC/XXXX/XX/2021, Dated XX/04/2021 is carefully read & understood and all the sections and clauses are COMPLIED UNCONDITIONALLY AND UNEQUIVOCALLY. There is no deviation from the terms and conditions of the RFP. We also hereby confirm that the solution proposed by us will meet the project requirements.

Yours faithfully,

(Bidder / Name of the Bidder / Authorized Signatory) (Name and seal of the firm)

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

Witness:	Supplier:	
signature	 signature	
Name	 Name	
Address	 Address:	
Date	 Company Seal Date	

Annexure D – Undertaking on SoW Compliance and Unconditional Acceptance

To Managing Director Andhra Pradesh State Fiber Net 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/NOC/190/2017-21, Dated XX/04/2021

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

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

For M/s_____

Authorized Bidder (Name of the Bidder / Authorized Signatory) Name Designation:

Annexure E – Pre-Qualification Compliance Documents

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

S. No.	Item	Complied	Remarks
1.	Bid Processing Fee	(Yes/ No)	
	-		
2.	EMD		
3.	Application Form		
4.	All pages of bid are numbered, signed by authorized Si gnatory and bids are sealed properly		
5.	Proof of authorized Signatory (Power of Attorney/ Board Resolution)		
6.	Profile of the Bidder		
7.	Financial Turnover and Net worth of the Bidder		
8.	Previous experience of Civil & Electrical Engineering works in the last three financial years as on bid submission Agency on date.		
9.	Self-Declaration Certificate (Certificate to be enclosed in the bid duly Signed by the authorized Signatory on its letterhead) regarding blacklisting by any central or state Govt. department or PSU on the date of bid submisBidder / Agency on.		
10.	Undertaking for Unconditional Acceptance of Terms and Conditions of the RFP		
11.	MAF		

Annexure F – Financial Turnover and Net worth of the Bidder

(To be submitted by Bidder)

Annual Turnover of the Bidder

Criteria	Sub Criteria	FY	Total Financials
Financial Capability	Turnover from business activities	FY 2017-18	
		FY 2018-19	
		FY 2019-20	
		FY 2020-21	
Net worth	Measured as paid-up capital plus free reserves	FY 2017-18	
		FY 2018-19	
		FY 2019-20	
		FY 2020-21	

Documentary Proof Required:

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

Annexure G – Format for Past Experience of the Bidder

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

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

Documentary Proof Required:

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

Annexure H – Declaration regarding Clean Track Record

To, [Date] Managing Director Andhra Pradesh State Fiber Net Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada – 520001

Sub: Selection of agency for undertaking civil & electrical works for expansion of APSFL's Data Center and Office Space at the Premises of Andhra University, Visakhapatnam.

Ref: APSFL/NOC/190/2017-21, dated: XX/04/2021

Sir,

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

Yours faithfully,

(Signature, name and designation of the authorized Signatory) (Name and seal of the firm)

Note:

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

Annexure I – Power of Attorney

Sample form of Power of Attorney for Bidder / Agency Signing on 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, no	minate, appoint and authorize				
Mr. / Ms. (name),	son/daughter/wife of and				
presently residing at	_, who is presently employed				
with us and holding the position of	, as our true and				
lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our					
behalf, all such acts, deeds and things as are necessary or required in connection with or					
incidental to submission of our application for qualification and submission of our bid for the					
Project proposed by the M/s	(the "Andhra				
Pradesh State Fiber Net 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 ge	enerally 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 in	to 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					
	Managing director	of the company	has set his hands with		
company seal on the day of	Month of	year	and at		

For _____ (Authorized Signatory of the company)

(Signature, Name, Designation, Address and emblem of the office seal) 1. 2.

Accepted (Authorized Signatory of the company) (Signature in Duplicate, Name, Title and Address of the Attorney)

Witnesses: 1. (Notarized)

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power here-under on behalf of the Bidder.
- In case the Application is signed by an authorized Signatory / Partner, a certified copy in the regard should be enclosed in lieu of the Power of Attorney.
- Submission of this Annexure is mandatory along with the bid. Failure to submit this Annexure may lead to disqualification.

Annexure J – Board Resolution

Board Resolution (Suggested format)

(To be printed on organization letter head)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS of (Company Name) HELD ON (Date) AT (Address)

RESOLVED THAT the company has decided to authorize, Mr. / Ms. to sign and submit all the necessary applications, annexure, and other documents to be submitted by the company in connection with RFP APSFL/NOC/XXXX/XXX/2021, dated: XX/04/2021 for "Selection of agency for undertaking Civil & Electrical works for expansion of APSFL's Data Center and Office Space at the Premises of Andhra University, Visakhapatnam". 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:

(Bidder / 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 / SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

- I ______(Name and designation)** appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s______(hereinafter called the tenderer) for the purpose of RFP for Selection of Agency for Undertaking Civil and Electrical works for Expansion of APSFL's Data Center and Office Space at the Premises of Andhra University Campus, Visakhapatnam" as per the tender No. APSFL/NOC/XXX/XXX/2021, dated: XX/04/2021 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 <u>http://apsfl.in/tenders/</u>.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

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.

Annexure L – Earnest Money Deposit (EMD) Format (To be executed in Rs.100/- Stamp Paper)

Τo,

The Managing Director, Andhra Pradesh State Fiber Net 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 lodgment 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 Fiber Net 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/NOC/XX/XXX/2021, Dated: XX/04/2021 of M/s. Andhra Pradesh State Fiber Net 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 subsider / Agency on. ANDWHEREAS we have agreed to give the Bidder a Guarantee. THEREFORE, we (Banker's address), hereby affirm that we are Guarantors and responBidder / Agency ble 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)

Commercial Forms

Annexure M – Commercial Proposal Submission Form

Dated:

10	
Sir / Madam,	

Subject: "Selection of Agency for undertaking Civil and Electrical Works for Expansion of APSFL's Data Center and Office space at the premises of Andhra University, Visakhapatnam".

Reference: RFP No: APSFL/NOC/190/2017-21, Dated XX/04/2021

We, the undersigned SUPPLIER, having read and examined in detail all the RFP in respect of "Selection of Agency for undertaking Civil and Electrical works for expansion of APSFL's Data Center and Office Space at the Premises of Andhra University, Visakhapatnam" do hereby propose to provide services as specified in the RFP number **APSFL/NOC/190/2017-21, Dated XX/04/2021.**

1. PRICE AND VALIDITY

- a. All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 180 days from the date of opening of the RFP.
- b. We are an Indian Firm and do hereby confirm that our prices exclude all taxes. However, all the taxes are quoted separately under relevant sections and shall be applicable as per actuals.
- 2. We have studied the laws relating to Indian Income Tax Department and hereby declare that all income tax, surcharge on Income Tax, Professional and any other Corporate Tax, withholding tax as applicable under the law, shall be paid by us.

3. EARNEST MONEY DEPOBIDDER / AGENCY (EMD)

We have enclosed an EMD for a sum of **Rs. 6,00,000/- (In Words – Rupees Six Lakhs Only).** This EMD is liable to be forfeited in accordance with the provisions of the **Section II -General Instructions to Bidders.**

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Scope of Work. These prices are indicated in Bid Submission Formats attached with our Financial Bid as part of the Bid Response and the price quoted in the reverse auction, as mentioned in the Clause no: 2.7 of the RFP.

7. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the Contract is awarded to us, we shall submit the Bank Guarantee for Contract performance in the prescribed format given in RFP.

We hereby declare that our Bidis made in good faith, without collusion or fraud and the information contained in the Bidis true and correct to the best of our knowledge and belief. We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

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

Thanking you,

Yours faithfully,

(Signature of the SUPPLIER)

Printed Name Designation Seal.

Place:

Date:

Business Address:

Witness: Signature ------Name ------ Supplier: Signature ------Name ------

Address	 Designation	
	Company Seal	
Date	 Date	

Annexure N – Commercial Bid Cost Components

Price Bid format:

A. Civil Works

S.No.	Work Description	UoM	Qty	Rate	Amount
	a. Dismantling the existing unused toilets behind				
	the NOC room.				
	1. Brick walls dismantling work	cft	140		
	2. Tiles dismantling work	Sft	380		
	b. Removal of existing walls in the toilets for				
	making a hall for UPS/Power room.				
1.	1. Brick walls dismantling work	cft	150		
1.	2. Tiles dismantling work	Sft	250		
	c. Removal and transport of wastage dumping.	Trips	15		
	d. Removal of 6'x3' size wall in proposed staff				
	room wall for making way for entrance for ladies'				
	toilets				
	1. Brick walls dismantling work	cft	200		
	2. Tiles dismantling work	Sft	150		
	Providing cable trench of size 23' x 4' x 2' – in the				
2.	proposed power/UPS room for mounting of panels	Sft	92		
	including materials and labour along with 3"- channels				
	Minor repairs to the building wherever necessary				
3.	(Patch works for the building outside and inside	Sft	500		
5.	including materials and labour.	511	500		
	Making clear way behind the Building (108' x 8' x				
4.	1') and heightening the floor level to avoid water	Sft	864		
	logging including materials &labour	211			
	Providing Flooring with required stand for mounting				
5.	of 8 nos. A.C. outdoor units. (36' x 6' x 4" Flooring,	Sft	198		
	6" stand with 4"x2" channel)				
6	Removal of debris, cleaning and levelling of back	CA	1269		
6.	side yard & landscaping	Sft	1368		
7.	Providing new flooring with 2' x 2' vitrified tiles in	Sft	174		
7.	VIP room of size 12' x 14.5ft (174sft)	SIL	1/4		
	Construction of 6" brick wall in the proposed Dining				
8.	room with martial &labour charges 11'.2" x 14'-6"	Sft	162		
<u> </u>	= 162sft and Granite platform				
	Construction of new toilet in VIP room duly				
	dismantling the existing damaged toilet room				
	including tiles, mirror, taps etc				
9.	1. Dismantling the existing viproom toilets behind				
	room and slab	Cft	215		
1	a. Brick walls dismantling work	Cft Sft	315 77		
1	b. Tiles dismantling workc. Slab	Cft	30		
	c. Slab Renovation of existing 4 nos toilets with good quality	CII	30		
1	tiles, wash basins, mirrors, and taps etc. including				
1	material and labour charges				
10.	(GM Room, Staff room, outside toilet, & Public				
	toilets.				

	b. Wash basins	Nos	4	
	c. Mirrors	Nos	4	
	d. Taps	Nos	8	
	e. Western Style Toilet	Nos	4	
	f. Doors for Toilet blocks	Nos	4	
	Construction of 1 no new Toilet for ladies of size 6'			
	x 6' x 9" with all amenities with materials and labour			
	charges			
	a. Civil Works	Sft	64	
11.	b. Tiles	Sft	36	
11.	c. Wash basins	Nos	1	
	d. Mirrors	Nos	1	
	e. Taps	Nos	2	
	f. Western Style Toilet	Nos	1	
	g. Doors for Toilet blocks	Nos	1	
	Providing cement flooring in front of the building for			
12.	scooter parking area of size (58' x 27'.6") material	Sft	1595	
	&l abour charges.			
	Providing Road for vehicle movement to the			
13.	Transformer structure 100' x 10' x 1'6", including	Sft	1000	
	levelling, with material and labour charges			
	Providing 100' x 1'-6" Cable Trench for running the			
14.	required cables from Transformer and Gensetto the	Sft	150	
	Power room including materials & labour charges			
	Supply & fixing 2000Lts overhead water tank &			
	pipelines for water supply to all places wherever			
15.	required including material and labour charges			
	a. 2000 ltr water tank	Nos	1	
	b. Pipe Line	Rft	2000	
16.	Land Scaping Work	sft	2000	
17.	Miscellaneous works	LS	1	
	Total Amount for Civil Work Exe	cluding T	Tax A	

B. Other Works

	Other Works	UoM	Qty	Unit Rate	Amount
1	P.V.C Vinyl flooring 2mm thick in GM Room, Testing room, Staff room and Dining Hall.	Sft	2416		
2	Closing of existing Windows with V. Board	Sft	1105		
3	False ceiling in all rooms except store room.	Sft	1400		
4	Providing racks in Store Room, VIP room, Stair Case covering, with Plywood 18mm, 12mm, 8mm.	Sft	696		
5	Providing Iron grills with door for NOC Room with of size 10'x13' x11'	Sft	253		
6	Providing 3 nos glass doors with 2 nos Biometric system and 1 no Plain glass door for NOC room, Entry room and Staff room and servicing of existing glass door in 1 st floor.	Nos	3		

7	Complete renovation of electrical wiring to suit our requirements for ACs, fans, sockets and lighting in all rooms	Work	1	
8	a. Providing putty for all room walls and ceiling			
9	b. Painting of complete building outside and inside of 1 st floor, ground floor with 2 coats Asian paint.	Work	1	
10	(Ground floor -7008 sft)			
11	(First floor – 9280 sft)			
12	LAN wiring ONUs and Access points, 2.4 Ghz + 5 Ghz wiring, units 4nos, fixing charges C.C. Cameras 8 nos and NVR 1no, camera wiring fixing charges	Work	1	
13	Heavy Duty Laser Printers with scanners - 2 nos. Laser Color printers with scanners- 2 nos and EPSON Projector-1	Nos	2+2+1	
14	4 k Ultra HD Smart TV's 49" - 1nos 32'' Smart TV – 2 nos	Nos	1+2	
15 16 17	Supply, Erection & Commissioning of Branded Heavy Duty 2.2Tons Split A/C's a. (UPS Room :4 nos, Staff room: 4 Nos and Testing room: 1 no) b. Branded Heavy duty 1.5 tons AC units- 3nos (VIP room, GM Room &, Dining room) c. Industrial Grand 10 Tons AC's: 3 No's	a) 2.2 Tons AC: 9 nos b) 1.5 Tons: 3 Nos c) Industrial Grand 10 Tons AC's:3No's	1	
18	Modular Furniture at VIP Room, and furniture in GM Room, Staff Room, Dining Room,	Nos	1	
19	UPS Room Entrance aluminum sliding door with glass and novopan board 100sft	Nos	1	
20	Ceiling fans 48-inch 15 Nos	Nos	15	
21	630 KVA AMORPHOUS CORE Transformer Govt. approved with civil works, cables, earthing etc	Nos	1	
22	 Floor DB's, Panel Boards, a) 250KVAR APFC control panel - 1no b) 1250 amps Main Panel Boards -1no c) 400amps UPS sub panels -2nos d) Floors DBs -3nos for Lighting, AC, UPS 	Work	1	

23	Electrification for NOC racks, wiring, UPS wiring for A and B sources, industrial sockets floor mounting, cable tray laying on PVC conduit including all accessories	Work	1			
24	UG Cables from transformer to main panel, internal cabling to sub panels, main panels APFC panel and UPS panels.	Work	1			
25	500 KVA Genset, synchronization panel, cable, foundation& earthing and connected miscellaneous works etc	Work	1			
26	Raised flooring, Including Material and Labour Work	Sft	1100			
27	80 KVA Vertiv UPS for Paralling Existing UPS at 1 st floor with I&C.	No	1			
28	80 KVA UPS & batteries	Nos	2			
29	Fire alarm/Suppression/Rodent repelling system/WLD system/data center monitoring etc	Kit	1			
	Total Amount cost for Other Works Excluding Taxes (B)					
	Grand Total Cost for Civil and Other Works Excluding Taxes (A+B)					

*Prices Quoted are Exclusive of GST

Note:

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

Instructions to fill the Financial Bid:

- a. Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank.
- b. All the prices are to be entered in Indian Rupees ONLY (%age values are not allowed).
- c. All the prices quoted in the Financial Bids shall be exclusive of applicable taxes and levies.
- d. APSFL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

- e. For the purpose of evaluation of Financial Bids, the APSFL shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- f. The soft copy of the financial bid should be Submitted online. The financial bid formats shall be provided in company's letter of the lead bidder duly Signed and stamped.

7.2 Other Forms and Formats

Annexure O – Performance Bank Guarantee Format

(To be submitted by the successful bidder on Rs.100/- stamp paper)

APSFL ("Authority"), In consideration of 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 execution of Civil and Electrical Works for Expansion of APSFL's Data Center and Office Space at the premises of Andhra University Campus, Visakhapatnam, RFP No. APSFL/NOC/XXXX/XXX/2021, Dated: XX/04/2021 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. ______Bank, further agree that the We guarantee hereby contained shall remain in full force and effect during the period that will be taken for the performance of the said Agreement under the APSFL and that it shall be in enforcement until all the dues of APSFL under or by virtue of the said Agreement under the APSFL have been fully paid and their claims satisfied or discharged or until the said Authority certifies that the terms and conditions of the said Agreement under the APSFL have been fully and properly carried out by the successful bidder and accordingly discharges the guarantee subject. This bank guarantee is valid until ______ (date) and APSFL shall have no rights under this guarantee after (date).

We ______ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the APSFL in writing.

Dated ______ day of ______ 2021.

Place:

Date: Signature and seal of Guarantors (Bank)

Annexure P – Draft Contract Format

THIS AGREEMENT made the _____ day of _____ 20XX

BETWEEN

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

AND

The Party ______ (hereinafter referred to as "the SUPPLIER") which express on shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted as signs having its registered office at ______ of the Second Part.

WHEREAS

The Purchaser had invited Bids vide their Tender _____ (hereinafter referred to as "RFP') for "Selection of Agency for Undertaking Civil and Electrical Works for Expansion of APSFL's Data Center and Office Space at the Premises of Andhra University, Visakhapatnam".

- (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. Approach Paper on methodology and work plan for performing the assignment

- iv. Copy of RFP, financial proposal as submitted by the SUPPLIER and as amended pursuant to the post bid negotiations
- v. Format of bank guarantee for Performance Security.
- vi. the Service Level Agreement (SLA)
- vii. the Purchaser's Notification of Award.
- (f) In consideration of the payments to be made by the Purchaser to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (g) The Purchaser hereby covenants to pay the SUPPLIER in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, Sealed and Deliver	ed by the said	 (For the Purchaser in the presence
of:	(WITNESS)	

Signed, Sealed and Delivered by the said	(For the Bidder) in the presence of:
(WITNESS)	

Annexure Q – Pre-Bid Queries Format

All enquiries from the Bidders relating to this RFP must be submitted to the Managing Director, APSFL. These queries should be e-mailed to <u>apsfl@ap.gov.in</u>. The queries should necessarily be submitted in the following Format:

S. No	Sectio n No.	Page no.	Content of the RFP requiring clarification	Clarification Sought
	NO.		Clarification	

9. Penalties and Payment Schedule

9.1 Service Level Agreements

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

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

9.2	Project	Milestone
-----	---------	-----------

Milestone	Activity Description	Timelines
	Award of Contract	т
Milestone - 1	Supply and Delivery of the material for Civil and other works at the Site – 25 %	T+ 3 Weeks
Milestone - 2	Installation and Commissioning with the required material at the Site - 50%	T+ 7 Weeks
Milestone - 3	Acceptance Test and Integration of the Location with all the required material and specifications- 75%	T+ 8 Weeks
Milestone – 4	All related Documents submission – 100%	T + 9 Weeks

Note: Site Locations for which RoW approval is already granted from competent authority for execution of work, selected agency will be required to complete the Civil and Electrical works location within 9 Weeks of award of purchase order/Signing of agreement.

9.3 Payment Terms

The successful bidder shall be entitled to raise invoices (along with all supporting documents), as per below stated milestones. APSFL shall release payments against all valid invoices within 45 days of receipt of invoice, subject however to satisfactory acceptance of the deliverables as per the scope of work.

9.3.1 Payment terms for supply and installation of components related Civil & Electrical Works:

Payment5 Mile stone	Activities	Payment (%)	
Milestone - 1	Supply and Delivery of materials required for Civil and Other Works as applicable against submission of BOQ which are deployed and used at the site / Location	Release of 20% Value on the Total Project Cost / Contract Value indicated in the LOI only after the submission of Delivery challan along with measurement book and Signing of Competent Authority of APSFL.	
Milestone - 2	Installation and Integration of the works required for Civil and Other Works at the Site / Location	Release of 20% Value on the Total Project Cost / Contract Value Indicated in the LOI only after the Completion of the Installation, Integration work with warranty certificate on each line item attested from the competent Authority of APSFL and submission of measurement book Approved Bill of Material being deployed and used at the Site / Location	
Milestone – 3	Testing and Commissioning of the Works required for Civil and Other Works at the Site / Location	Release of 25% Value on the Total Project Cost / Contract Value Indicated in the LOI only after submission of test clearance certificate, measurement book and commissioning certificate attested from the competent authority of APSFL.	
Milestone - 4	Acceptance Test Report and Final Acceptance Test Report on the work done with the required material related to Civil & Other	Release of 20% of the Value on the Total Project cost / Contract Value Indicated in the LOI only after the submission of AT, measurement book, ISI Certificate, Warranty Certificate along with attestation from the competent Authority of APSFL	
Milestone – 6	Clearance Certificate / Work Completion Certificate	Balance amount of 15% would be released based on the satisfactory work performance report from the competent authority of APSFL.	

Note:

- a. All payments shall be released after certification of delivery, installation and acceptance test and submission of measurement books as per the Deliverables listed in **Section 9.7** of this RFP, by APSFL or its Nominated Representative / Authority.
- b. All payments shall be made in Indian rupees only (INR).
- c. Payment shall be released against the invoices raised by supplier on providing all relevant documents timely, including acceptance testing report duly signed and approved by APSFL / APSFL authorized agency / or its nominated representative and are complete in all respect and subsequent approval.
- d. Payment shall be subject to deductions of any amount for which the supplier is liable under the RFP conditions. Further, all payments shall be made subject to deduction of applicable taxes and other Government levies like TDS (Tax Deduction at Source) and etc., as per the current Income-Tax Act.
- e. All payments shall be released only after deducting the all-SLA Penalties as applicable.

9.4 Penalty

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

S. N	Description	Penalties		
1.	Delay in supply and installation of materials and works related to Civil & Electrical using applicable methodology or as applicable for Milestone - 1	 a) Sum equivalent to 5 % of the cost of supply and installation of materials and works required for Civil & Electrical Works using applicable methodology or as applicable for delay of 1Weeks. b) Sum equivalent to 10% of the cost of supply and installation of materials and works required for Civil & Electrical Works Using applicable methodology or as applicable for delay of 2 Weeks. c) If the Sum Equivalent to 15% exceeds the cost of supply and installation of materials and works required, the contract would be terminated. d) In addition to the above penalty, in case the validity of application expires, the successful bidder shall be required to secure approval from competent authority from respective Dept through Communication letter for undertaking of the work at his own cost (Where the amount is not considered during the invoice submission) 		

		e)	
	Delay in Installation and Integration of materials and works related to Civil & Electrical using applicable methodology		Sum equivalent to 5 % of the cost of supply and
			installation of materials and works required for
			Civil & Electrical Works as applicable for delay of
	or as applicable for Milestone - 2	0	1 Weeks.
		f)	Sum equivalent to 10% of the cost of supply and
			installation of materials and works required for
			Civil & Electrical Works as applicable for delay of
			2 Weeks.
2			If the Sum Equivalent to 15% exceeds the cost of
			supply and installation of materials and works
			required, the contract would be terminated.
		h)	In addition to the above penalty, in case the
			validity of application expires, the successful
		i)	bidder shall be required to secure approval from
			competent authority from respective Dept
			through Communication letter for undertaking of
			the work at his own cost (Where the amount is
		.,	not considered during the invoice submission)
	Delay in Testing & Commissioning of materials and works required for civil and Electrical using applicable methodology or as applicable for Milestone - 3	j) k)	Sum equivalent to 5 % of the cost of supply and
			installation of materials and works required for
			Civil & Electrical Works as applicable for delay of
			1 Weeks.
			Sum equivalent to 10% of the cost of supply and
			installation of materials and works required for
		I)	Civil & Electrical Works as applicable for delay of
3			2 Weeks.
			If the Sum Equivalent to 15% exceeds the cost of
			supply and installation of materials and works
			required, the contract would be terminated.
		m)	In addition to the above penalty, in case the
		n)	validity of application expires, the successful
			bidder shall be required to secure approval from
			competent authority from respective Dept
			through Communication letter undertaking of the
			work at his own cost (Where the amount is not
			considered during the invoice submission)

9.5 Conditions for No Penalties

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

a. There is a force majeure event effecting the SLA, which is beyond the control of the successful bidder. Force Majeure events shall be considered in line with the clause duly

mentioned in the RFP

b. The non-compliance to the SLA has been due to reasons beyond the control of the successful bidder

9.6 Penalty during Commissioning Period:

Penalty during commissioning period should be in compliance with SLA and performance indicators with the Terms and their definitions are discussed in the following sections.

9.7 Deliverables

- a. The Payment shall be released only after the submission of signed delivery challan, original invoice and certification from Authority.
- c. Delivery challan of the equipment / material being used at the location
- d. Submission of Survey reports and Design Documents / Drawings
- e. Acceptance Test Report for the equipment installed as per the RFP from the competent authority on each milestone
- f. Warranty certificate on the equipment / material being used at the Site / Location.
- g. Over all report and Final Acceptance Test Report to be submitted for the Milestone 4 Payment.

10. Responsibility Matrix

The (Indicative) responsibility matrix (RACIS) describing responsibilities of Agency and other parties to the project, are mentioned in below matrix. Any specific updates/or changes, as mutually agreed between the Parties, will be finalized/modified through discussion with the bidders.

Where RACIS stands for the following:

R (Responsibility): Those who do the work to achieve the task

A (Accountability): The one ultimately answerable for the correct and thorough completion of the deliverable or task, and the one who delegates the work to those responsible

C (Consulted): Those whose opinions are sought, typically subject matter experts; and with whom there is two-way communication

I (Informed): Those who are kept up-to-date on progress, often only on completion of the task or deliverable; and with whom there is just one-way communication

S (Support): Resources allocated too responsible

S. No	Action Items	APSFL	Agency
1	Contract Signing	A, R	A, R
2	Survey Report and Design documents	I, C	R
3	RoW Grant & Coordination with the Dept, if any	R	I
4	Technical Solution Document & Approach Methodology	A, I	R
5	Approved Bill of Material	А, С	R
6	User Acceptance Test Report	I	R, S
7	Commissioning Certificate (Duly Attested)	С	A, R
8	Submission of Specification sheet on each line item being deployed and used at the location	I, A	A, R
9	Testing Report	I, C	A, R
10	Submission of Invoices for release of Payment	С	A, R

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