



REQUEST FOR PROPOSAL (RFP)  
for  
SELECTION OF PROJECT MANAGEMENT AGENCY (PMA)  
for  
Implementation of BharatNet Phase-II in Andhra Pradesh

Ref. No- APSFL/BharatNet-PMA/337/2021, Dated: 21/12/2021

**Andhra Pradesh State FiberNet Limited**

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

Vijayawada – 520 013

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

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

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

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

APSFL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

APSFL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

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

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

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## 1. Invitation for Bid

AP State FiberNet Limited (APSFL), a fully owned entity of the Govt. of Andhra Pradesh (AP), having its Registered Office at 3rd Floor, NTR Administrative Block, Pandit Nehru Bus Station, NH – 65, Vijayawada – 520001, Andhra Pradesh, India, invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) from eligible Bidders to be appointed as Project Monitoring Agency (PMA) for Implementation of BharatNet Phase-II.

The selected agency has to support APSFL in smooth execution and monitoring of the project across the state of AP, which includes Design, Implementation and Management of BharatNet Phase-II in AP by the agencies selected by APSFL for the packages applicable through an open tendering process. The selected PMA has to provide Technical advisory and Project Management Support to APSFL for an estimated period of 9 months

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 <http://www.apecprocurement.gov.in/>. Any subsequent corrigenda/clarifications shall also be made available. Proposals must be received not later than time and date mentioned in the key events and dates. Proposals, received after the deadline WILL NOT be considered in this procurement process.

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

### 1.1.Key Dates and Events

1.	Name of the Authority	Managing Director Andhra Pradesh State FiberNet Limited
2.	Name of the Assignment	Selection of Project Monitoring Agency (PMA) for Implementation of BharatNet Phase-II in AP
3.	Estimated Value of the tender	INR 4,43,81,250/-
4.	RFP Number	APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021
5.	Place of availability of Tender Document (RFPs)	<a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> <a href="http://apsfl.in/tenders/">http://apsfl.in/tenders/</a>
6.	Place of submission of Bids	<a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a>
7.	Tender Document (RFP)	Request for Proposal Document
8.	Tender Type (Open/Limited/EOI/Auction/Single)	Open
9.	Tender Category (Services/Goods/works)	Services

10.	Type/Form of Contract (Work/Supply/Auction/Service/Buy/ Empanelment/Sell)	Service
11.	Re-bid submission allowed by the Bidder (Yes/No)	Yes
12.	Is Offline Submission Allowed (Yes/No)	No
13.	Withdrawal Allowed (Yes/No)	Yes, until the last date and time of the submission of Bids
14.	Is Multi Currency Allowed	No (Only Indian Rupees)
15.	Last date and time for receiving queries/clarifications	<b>27/ 12 /2021 at 3:00 PM</b>
16.	Last date and time for submission of Proposal (Proposal Due Date)	<b>06/01/2022 at 3:00 PM</b>  The proposal is to be submitted on <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> on e-procurement portal.
17.	Date and time of opening of Pre- qualification and technical proposals on e-procurement platform	<b>06/01/2022 at 4:00 PM</b>  Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520001 Web address: <a href="http://www.apsfl.in">www.apsfl.in</a> Email address: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a>
18.	Date and time of opening of financial proposal	To be intimated to the technically qualified agencies at a later date
19.	Bid Processing Fee (Non-refundable)	INR 1,00,000 (One lakh Rupees Only)  In the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favor of ' <b>Andhra Pradesh State FiberNet Ltd</b> ', payable at Vijayawada.  Original DD must be submitted in APSFL office at Vijayawada before proposal due date.
20.	Bid Security / EMD (Refundable)	INR 11,00,000 (Eleven Lakh Rupees Only)  In the form of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India drawn in favour of ' <b>Andhra Pradesh State FiberNet Ltd</b> ', payable at Vijayawada.

		<p>Bid Security / EMD should be valid for a period of 180 (one hundred and eighty) days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process.</p> <p>Original BG must be submitted in APSFL office at Vijayawada before proposal due date.</p>
21.	Performance Bank Guarantee (PBG)	<p>10% of the Total Contract Value (TCV) of the successful bidder as per <b>Annexure VIII</b>.</p> <p>PBG shall be issued in the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favor of <b>Andhra Pradesh State FiberNet Ltd</b>, payable at Vijayawada.</p> <p>Details of the Bank:          Name of the Beneficiary: ANDHRA PRADESH STATE FIBERNET LIMITED          Bank Name: Andhra Bank          Bank Account Number: 060611100003794          IFSC code: ANDB0000606          MICR Code: 520011025          Branch Code : 000606          Branch Name: Main Branch, RR Apparao Street, Vijayawada, Andhra Pradesh</p>
22.	For any enquiries and clarifications, please contact:	<p>Andhra Pradesh State FiberNet Limited          NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada - 520001          Web address: <a href="http://www.apsfl.in">www.apsfl.in</a>          Email: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a></p>
23.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from the date of submission of the bid.
24.	Nature of Bid Process	<p>Three stage</p> <ul style="list-style-type: none"> <li>• Stage- I – Pre-qualification Criteria</li> <li>• Stage- II - Technical Bid</li> <li>• Stage- III - Commercial Bid</li> <li>• Stage- IV - Reverse Auction</li> </ul>
25.	Method of Selection	Quality and Cost Based Selection (QCBS)

		<b>70: 30</b> (70 % Technical & 30 % Commercial)
26.	PMA Tenure	9 months extendable up to 24 months on the same terms & conditions of the RFP without any increase in the man-month rate quoted by the bidder

## 1.2.Procedure for Bid Submission

The Bidder shall submit their response through bid submission process on e-Procurement platform at [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) by following the procedure given below:

In case any bidder is not able to upload the entire set of documents on e-procurement platform either due to space/size constraint or any other technical hitches, only in such cases, the relevant hard copies of the left over documents which could not be uploaded on e-procurement platform may be submitted in sealed covers in APSFL office located at 3rd Floor, NTR Administrative Block, Pandit Nehru Bus Station, NH-65, Vijayawada, Andhra Pradesh, before the stipulated closure time of bid submission. A self-certificate from the bidder in this regard detailing the reasons for submitting the hard copies, if any, duly bringing out issues faced in uploading them on e-procurement platform, if any, shall also be submitted. The uploaded documents on the e-procurement platform and the hard copies submitted in sealed covers, if any, together will be treated as a single set of documents under a bid and will be evaluated accordingly

The bidders shall submit their Pre-Qualification Bid, Technical bid and Price 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, Technical bids 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.apecprocurement.gov.in](http://www.apecprocurement.gov.in) or <https://tender.apecprocurement.gov.in>

### 1.3.1. 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 not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

For obtaining Digital Signature Certificate, you may please contact:

Andhra Pradesh Technology Services Limited, Vijayawada [www.aps.gov.in/](http://www.aps.gov.in/)

(OR)

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

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

### **1.3.2. Hard Copies**

- a) All the bidders shall submit hard copy of the DD towards the bid processing fee and BG towards EMD in APSFL office at Vijayawada before proposal due date. All the bidders shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid responsive.
- b) APSFL shall carry out the technical evaluation solely based on the uploaded certificates/documents, BG towards EMD in the e-Procurement system and open the price bids of the responsive and technically qualified bidders only.
- c) APSFL will notify the successful bidder for submission of original hard copies of all the uploaded documents and BG towards EMD prior to entering into agreement.
- d) The bidders shall invariably furnish the original BG towards EMD; Certificates/documents of the uploaded scanned copies to the RFP Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. APSFL will not take any responsibility for any delay in receipt/non-receipt of original BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time.
- e) On receipt of documents, APSFL shall ensure genuineness of the BG towards EMD and all other certificates/documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement.

### **1.3.3. Deactivation of Bidders**

Vide Ref GO Ms. No.174 – I&CAD dated 1-9-2008, if any successful bidder fails to submit the original hard copies of uploaded certificates/documents, copy of BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, 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.

The bidder is requested to get a confirmed acknowledgement from the RFP Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.

- 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 project cost) with a cap of INR 10,000 (Rupees Ten Thousand only) for all works with ECV upto INR 50 Crores, and INR25,000/- (Rupees twenty five thousand only) for works with ECV above INR 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 upto INR 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.

- 1) The bidders may contact APSFL at [apsfl@ap.gov.in](mailto:apsfl@ap.gov.in) for any further information / clarifications on e-procurement.
- 2) The bidders need to register on the electronic procurement marketplace of Government of Andhra Pradesh i.e., [www.eprocurement.gov.in](http://www.eprocurement.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.

- 3) 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.
- 4) All the bidders 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 Department shall carry out the Technical bid evaluation solely based on the uploaded certificates/documents, BG towards EMD in the e-procurement system and open the price bids of the eligible and responsive bidders. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents and BG towards EMD prior to entering into agreement.

## 2. Terms and Conditions

### 2.1. Earnest Money Deposit (EMD)

- a) Bidders shall submit an EMD of INR 11 lakhs (Eleven Lakh Rupees Only) along with their Bids, in the form of Bank Guarantees issued by any Nationalized/ Scheduled Commercial bank in favor of Andhra Pradesh State FiberNet Limited, payable at Vijayawada, and should be valid for 180 days from the due date of the RFP. The formats for the Bank Guarantee of EMD is enclosed in Annexure VII
- 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:
  - If a bidder withdraws its bid during the period of bid validity.
  - If the Successful Bidder fails to sign the contract and submit Performance Bank Guarantee within the stipulated period.
  - In case the documents submitted, or the information furnished by the bidder are found to be not genuine/false.

### 2.2. RFP Amendment

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

### 2.3. Cost of Bidding

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

### 2.4. Site Visit

The bidder may visit and examine sites at a time to be agreed with APSFL, and obtain all information on own responsibility that may be necessary for preparing the Bid Document. The

visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

## **2.5.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.

## **2.6.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).

## **2.7.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.

## **2.8.Bid Validity**

The proposals shall be valid for a period of 180 days from the date of submission of Bids. On completion of the validity period, unless the Bidder withdraws proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws proposal.

## **2.9.Modification and Withdrawal**

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

## **2.10. Opening of Bids**

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

## **2.11. Evaluation of Bids**

- a) The Bids of only those Bidders, whose Bid Processing Fee and EMD are in order, only, will be accepted.
- b) Bidders need to fulfill all the Qualification conditions mentioned in the RFP. The competent authority 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. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.

## **2.12. Bids Not Considered For Evaluation**

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

## **2.13. Pre-Qualification**

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

## **2.14. Technical Evaluation**

All bids which qualify the Pre-Qualification criteria as per this RFP would review for Technical Evaluation as mentioned in this RFP.

## **2.15. Award Criteria**

Technical / Evaluation Committee of the Authority will open the Price Bids of the technically qualified Bidders. Award shall be based on QCBS criteria with 70% weightage to technical score and 30% on commercial score (Post reverse auction).

## **2.16. Rectification of Errors**

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered. Errors in proposals will be corrected as per unit rates quoted.

## **2.17. Contacting APSFL**

Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of Bid security.

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

APSFL may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:

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

## **2.19. APSFL's Right to Accept /Reject**

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

## **2.20. Signing of Agreement**

The signing of agreement for the project is as follows

### **2.20.1. 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. Upon the successful Bidder's furnishing of performance security, APSFL will promptly notify each unsuccessful Bidder and return their EMD.

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

Prior to signing of the Agreement, APSFL shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to this RFP. On receipt of the Performance Guarantee, the Bid security (EMD) of successful Bidder will be released. The EMD amount of successful bidder can be converted as part of the Performance Guarantee.

### **2.20.3. Expenses for the Agreement**

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

#### **2.20.4. 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 L2 Bidder.

#### **2.21. Bank Guarantee for Performance**

- a) The successful Bidder shall have to submit a Performance Bank Guarantee (PBG) within 30 days from the date of issue of Letter of Acceptance (LoA). Extension of time for submission of PG beyond 30 days and up to 60 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 at a rate of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31<sup>st</sup> day after the date of issue of LoA. In case the Bidder fails to submit the requisite PBG even after 60 days from the date of issue of LoA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed Bidder shall be debarred from participating in re-tender for that work.
- b) The PBG 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 30 days after the issue of LoA and the PBG shall also be submitted within this time limit. This PBG shall be initially valid up to the stipulated date of completion plus 180 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of PBG extended to cover such extended time for completion of work plus 180 days.
- c) The value of PBG 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 PBG amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Bidder.
- d) The PBG 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 PBG be encashed. The balance work shall be got done independently without risk and cost of the failed Bidder, the failed Bidder shall be debarred from participating in the tender for executing the balance work. If the failed Bidder is a JV or a partnership firm, then every member/ partner of such a firm shall be debarred from

participating in the tender for the balance work in his/ her individual capacity or as a partner of any other JV/ partnership firm.

- f) The PBG should be from a Nationalized/Scheduled Commercial Bank acceptable to APSFL, in the format prescribed in this RFP as per Annexure VIII, 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 PBG shall be borne by the Bidder. The PBG shall be valid for 180 days post completion of the Payment terms as per RFP. However, no interest shall be payable on Performance Bank Guarantee.
- h) The format for the Performance Bank Guarantee is enclosed as Annexure VIII.

## 2.22.Rejection Criteria

- a) The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
  - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
  - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
  - iii. The Bidder proposing a “Conditional-Proposal”.
  - iv. Proposal is received in incomplete form.
  - v. Proposal is not accompanied by all the requisite documents.
  - vi. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
  - vii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - viii. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified.
  - ix. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of signing of agreement 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.
- c) APSFL will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract.

### **2.23. Concessions permissible under statutes**

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. APSFL will not take any responsibility towards this.

### **2.24. Termination of Contract**

- a) Tender Inviting Authority 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 services within the time period(s) specified in the Contract, or within any extension thereof granted by Tender Inviting Authority; or
  - ii. If the Successful Bidder fails to perform any of the obligation(s) under the contract; or
  - iii. If the Successful Bidder has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority for any additional costs for such similar services capped to total amount paid to the consultant. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.
- c) Tender Inviting Authority may at any time terminate the Contract by giving written notice with a notice period of 30 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, 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 Tender Inviting Authority.

- d) Tender Inviting Authority may by written notice, with a notice period of 30 days sent to the Successful Bidder may terminate the Contract in whole or in-part at any time for its convenience. The notice of termination shall specify the termination is for Tender Inviting Authority's convenience, the extent to which performance of work under the contractor 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. 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 / 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.

### **2.26. Termination for Insolvency**

APSFL may at any time terminate the Contract by giving written notice with a notice period of 30 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, 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.

### **2.27. 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 whole 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 not entitled to any compensation whatsoever.

### **2.28. Limitation of Liability**

The aggregate liability of the Bidder to Client (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the

performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud by or on behalf of the Bidder.

## **2.29. Indemnification**

- a) Subject to Clause (b) below, the PMA (the "Indemnifying Party") undertakes to indemnify the APSFL and/or their nominated agencies, as the case may be, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, lack of due care or breach of terms of this Agreement.
- b) If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services/Goods provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) the Indemnified Party's misuse or modification of the Deliverables; or (b) the Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; or (c) the Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any Deliverable is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, or (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.
- c) The Indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenue etc.), claims, damages, compensation, charges (including attorney fees) etc. arising out of data loss, data theft, data misuse, data tampering, unauthorized use or disclosure of Confidential Information etc. attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement
- d) The indemnities set out in this Clause 2.29 shall be subject to the following conditions, namely:-
  - i. The Indemnified Party, as promptly as possible, shall inform the Indemnifying Party in writing of the claim or proceedings;
  - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including

- reasonable access to all relevant information, documentation and staff provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its State Government Pleader or otherwise, in such defense;
- iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate.
  - iv. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates

### **2.30. Execution of Work Order**

The Successful Bidder should nominate and intimate APSFL, a Manager for 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.

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

- a) Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% on 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 actions 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.

### **2.32. Force Majeure**

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

- i. Any act of God such as lightning, earthquake, landslide, etc. or other events of natural disaster of rare severity. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds

- ii. Fire or explosion, chemical or radioactive contamination or ionizing radiation
- iii. 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

### 2.33. Arbitration

In case of any dispute, difference or claim, the matter will be referred to a Sole Arbitrator to be appointed mutually by parties in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Andhra Pradesh, India and in English.

### 2.34. Exit Management Plan

- a. An Exit Management plan shall be furnished by bidder in writing to the Authority within 90 days from the date of signing this contract, which shall deal with at least the following aspects of exit management in relation to the contract and in relation to the project implementation and service level monitoring.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. Exit Management Plan in case of normal termination of Contract Period
  - iii. Exit Management Plan in case of any eventuality due to which Project is terminated before the Contract Period
  - iv. Complete handover of the reports, documents and other relevant items to the Replacement Service Provider/Authority.
- b. Each Exit Management Plan shall be presented by the Service Provider to and approved by the Managing Director, APSFL or its nominated agencies.
- c. In the event of termination or expiry of contract, Project Implementation, or Service Level Monitoring, both PMA and Authority shall comply with the Exit Management Plan
- d. During the exit management period, the Service Provider shall use its best efforts to deliver the services.

### 3. Project Background

AP State FiberNet Limited (APSFL) has been incorporated under the Companies Act, 2013 in the month of October 2015. It is a fully owned entity of the Government of AP under the control of Energy Department. This Corporation is responsible for undertaking the works of AP Fiber Grid, its operations & maintenance and business activities duly partnering with various stakeholders for the benefit of all.

#### 3.1.Vision for BharatNet Implementation

The vision of Andhra Pradesh is to become digital by providing last mile connectivity and services to the Citizen in the State. This is in line with the BharatNet vision of providing universal and affordable broadband access to every citizen of India is one of the most critical and important action item for digital India. With broadband becoming the basic platform for provision of a number of services like e-governance, e-health, e-commerce, e-banking, universal access to internet is necessary to empower the citizens. Broadband will not only help citizens connect with their friends, family and communities but also use the online tools and information to help find jobs, start businesses, access healthcare, education and financial services. Thus, they will be able to effectively participate in digital economy.

APSFL has appointed several Project Implementation Agencies (PIAs) for BharatNet Phase-II works to establish optical Fibre network infrastructure in the state of Andhra Pradesh vide RFP

- NIT. No.: APSFL/BBNL/73/2016 Dated: 13/07/2018
- NIT. No.: APSFL/BBNL/73/2016-01 Dated: 13/07/2018
- RFP No: APSFL/BBNL/73/2016/ Shelter & Power Infra, Dated: 08/10/2020
- RFP. No- APSFL/BBNL/73/2016/HDD, Dated: 26/08/2020

The works to be performed by the PIA have been divided in three packages.

Details of three packages is as below:

S .No.	Package	District	Blocks	GPs	OFC (in kilometers)
1.	A	Guntur	57	1011	4,789
2.		Krishna	50	971	4,195
3.		Kurnool	54	889	5,567
4.		Prakasam	56	1,029	5,507
5.		West Godavari	48	910	3,994

S .No.	Package	District	Blocks	GPs	OFC (in kilometers)
6.	B	Anantpur	63	1,004	6,338
7.		Chittoor	8	314	1,281
8.		Cuddapah	51	791	4,135
9.		Nellore	46	941	5,075
10.	C	Srikakulam	38	1,100	3,936
11.		Visakhapatnam	22	303	1,406
12.		Vizianagaram	34	922	3,815
13.		East Godavari	64	1,069	4,789
Grand Total			591	11,254	54,827

### 3.2.Overview of the Project Implementation Scope

The BharatNet project, under Digital India Initiative, aims to digitally connect all Gram Panchayats (GP) by broadband Internet connectivity. In Andhra Pradesh, the Project is envisaged to digitally connect 12,918 Gram Panchayats in 670 Mandals in AP. However, 1664 Gram panchayats have already been connected by BBNL in BharathNet Phase 1 whereas 11254 GPs are envisaged to be connected in BharathNet Phase II. In this regard, Andhra Pradesh State FiberNet Limited (APSFL), the ‘State Implementation Agency’, on behalf of GoAP, has undertaken the responsibility of Design, Implementation and Management of BharatNet Phase-II Project in the State of Andhra Pradesh.

The project was divided into 4 packages (1 package for deployment of Electronic equipment and 3 packages of 5, 4 & 4 Districts for deployment of Optical fiber).

The scope of the project includes laying of 54,827 km of ADSS optical fiber cable and connecting 11,254 GPs in 613 Mandals across 13 Districts in the state of Andhra Pradesh. The optical fiber cable will be strung on the existing electrical/ new poles shall be deployed in case of unavailability of poles on the field. Also, as part of project active infrastructure shall be deployed at all Mandals and GPs and NOC DC/ DR shall be setup for monitoring and fault management. As part of BharatNet Phase-II in state of Andhra Pradesh, 11,254 GPs in 613 Mandals across 13 district shall be connected with aerial optical fiber. IP-MPLS router shall be deployed in all GPs and Mandals for delivery of digital services to end customers in villages. For monitoring, fault management and hosting of various applications NOC DC and DR shall be setup.

Additionally, APSFL has onboarded PIA for deploying shelter enclosures to house mandal infrastructure and PIA.

For further details regarding the Scope of PIAs, please refer to the respective RFPs of Appointment of Project Implementation Agency (PIA) for BharatNet Phase-II works

- NIT. No.: APSFL/BBNL/73/2016 Dated: 13/07/2018
- NIT. No.: APSFL/BBNL/73/2016-01 Dated: 13/07/2018
- RFP No: APSFL/BBNL/73/2016/ Shelter & Power Infra, Dated: 08/10/2020
- RFP. No- APSFL/BBNL/73/2016/HDD, Dated: 26/08/2020

### **3.3.Current Status of BharatNet Phase – II**

Project is divided into two components:

- Passive: Out of the total 55,000KM of aerial fiber, 14,671KM (27%) has been laid, covering 2,824 GPs (25%) of the total 11,274 GPs.
- Active: On the active infrastructure, out of 11,274 GPs, routers have been installed at 120 GPs and out of 613 mandals, 13 routers are installed at respective mandals. Passive infrastructure: Laying of 55,000 Kms of optical fiber cable

## **4. Project Monitoring Agency (PMA) – Scope of Work**

Selected Agency shall deploy the team of experts as required and is expected to carry out the following tasks under the proposed PMA during the contract term of 9months extendable upto 24 months on the same terms & conditions of the RFP without any increase in the man-month rate quoted by the bidder

### **4.1.Overview**

Providing strategic advice to the Authority on the project. Comprehensive review of adherence to standards, guidelines and procedures laid down by APSFL in following areas:

- Site Preparation
- Supply
- Installation
- Configuration
- Documentation (Drawings as per plan and as built) and Acceptance Test Plan
- Acceptance Testing
- Certification
- Training
- Support for the NOC

## 4.2.

### 4.2.PMA Deliverables

#### 4.2.1. Project Management Deliverables

The deliverables of the PMA, but not limited to, have been mentioned below:

1. Understand the existing Project requirements, processes, policies, work flows, etc., and design process improvement plans for achieving project objectives
2. Monitoring BharatNet Phase II project. Coordination with PIA and assisting APSFL for all project related issues
3. Assisting APSFL in developing utilization models of the infrastructure
4. Manage Stakeholders to ensure the risks and issues are resolved in time and the PIAs are facilitated for smooth implementation of project.
5. Supporting APSFL to execute BharatNet Phase-II within timelines, perform verification and certification of the work being done by the PIA and ensure compliance with specified standards
6. Preparation and submit high level and detailed Project Plan
7. Preparation and submit detailed Project Plan shall include but not limited to all the planned activities, timelines, resource scheduling etc.
8. Conducting Workshops and meetings with PIAs and key stakeholders for Project kick-off
9. Review of NOC and Disaster Recovery NOC strategy submitted by PIA
10. Review network design taking into consideration connectivity strategy, network scalability, traffic flow management, bandwidth optimization strategy and security strategy
11. Support in setting up and maintenance of Data Centre on a Private Cloud with key network elements such as NMS/EMS/BSS, Access Gateways, Storage/ servers, Network security and other applications
12. Review of bandwidth provisioning strategy of PIA considering factors such as minimum bandwidth requirement, QoS etc.
13. Review of site survey reports based on information provided by PIA
14. Review of BoM submitted by the PIA based on survey reports submitted by PIA
15. Review of delivery documents consideration to the agreed Bill of Material (BoM), make/model, technical specifications etc.
16. Monitor installation of necessary hardware and networking requirements etc. and report the same to the Purchaser
17. Ensure that Gaps identified at previous stages are addressed in the implementation

18. Assist in testing of traffic from the MPLS at Gram Panchayat to the Block MPLS and further to State NOC
19. Review of Acceptance Testing report and submit review report to APSFL
20. Review of QoS of network and adherence to the guidelines with respect to agreed Contract between APSFL and PIA
21. Review of NOC and Disaster Recovery NOC design and architecture with respect to Availability, Flexibility, Scalability and Modularity and submit report to the APSFL
22. Review of BMS and submit report to the APSFL
23. Ensure that the technology standards, guidelines & framework provided by DoT/BBNL are adhered to implementation
24. Overseeing the overall project monitoring processes and ensuring smooth implementation of the project
25. Highlight deviations /issues in the deliverables and assisting APSFL in the resolution of issues
26. Support for conducting cross organization workshops and meetings, including with DoT, BBNL, and state agencies etc., required for smooth implementation of the project
27. Support the Authority in giving sign-offs w.r.t the milestones achieved by the PIA
28. Monitoring of contractual terms of PIA and PMA and ensure compliance
29. Ensure proper documentation by PIA for all activities carried out during implementation phase
30. Includes designs, drawings, network connectivity diagrams, standard operating procedures, user manuals, FAQs, etc.
31. Ensure proper knowledge transfer to the Authority and conduct required trainings to the personnel nominated.
32. PMA shall ensure that the PM tool proposed by BBNL and/or APSFL is updated, in a time-bound manner
33. PMA shall review and maintain the records of all cashflows of the project
34. Design the framework for monitoring the SLAs during O&M phase
35. Provide strategic recommendation with respect to the risks and change management
36. Liaison with the State and Central government authorities on behalf of (and with the instructions of) APSFL
37. PMA Shall conduct surveys and submit necessary reports, as required by APSFL, through its District Coordinators
38. Preparation and certification of Detail Project Report for procurements required by APSFL

39. Preparation and certification Tender Documents for procurements required by APSFL
40. Preparation and certification of end-to-end bid process management, including submission of Bid evaluation reports as per the prevailing conditions of the contract
41. Any additional support required by APSFL towards smooth execution of the project

#### 4.2.2. Certification requirements

In addition to design, implement and monitoring of the processes, PMA is required to submit verification and certification of the below

1. Passive Network Design
2. Individual Mandal Level Network Topology
3. Change requests for deviation in Network Topology due to field conditions
4. Design of AT Protocols (Passive & Active) in consultation with PIAs and OEMs
5. Payments and invoices with respect to AT Certification
6. CRD, HLD & LLD documents
7. NOC DC & DR Layout design
8. Design Documents of Shelters enclosures and power upgradation
9. Recommendation of all change requests

#### 4.3.Manpower Requirement

S. No.	Role	No. of Resources	Period
1.	Project Director	1	9 Months
2.	Associate Project Director	1	
3.	Technology Consultant	2	
4.	Project Manager	4	
5.	Support Consultant	1	
6.	District Coordinator	13	

#### 4.3.1. Special Conditions

1. It is mandatory that the resource proposed for the Project Director position should not change until the successful implementation, unless otherwise approved/required by APSFL
2. CVs of the Project Director, Associate Project Director, Technology Consultants (2nos) and Project Managers (4 nos), shall be submitted by the Bidder as a part of the bid response
3. All the team members except District coordinators are required to be present in the APSFL office for Business as usual. However, for effective management, project monitoring, as desired by APSFL, the team shall be required to travel to the project sites across the State, to the offices of the Central Govt Agencies and any other points of interest of the project. APSFL shall ensure that the travelling of the team members to the project sites, etc, except for district coordinators, shall be kept to the minimum of upto 2 to 5 days per month.
4. The team, as required by APSFL from time to time, shall liaison with the state and central government authorities on behalf of (and with the instructions of) APSFL.
5. All out of pocket expenses incur for travelling, lodging and boarding shall be borne by the PMA.
6. Qualification, Experience and other details required for the team are to be specified.
7. No change in the resources are permitted within first 4 months from the date of signing of contract, until unless specified by APSFL
8. Formal approval of APSFL should be taken prior to onboarding any of the PMA team member.
9. Deployment of Team: Within (10) working days form the date of signing of the contract
10. This contract term is for 9 months and shall be extendable upto 24 months on the same terms & conditions of the RFP without any increase in the man-month rate quoted by the bidder.
11. Price quoted for each resource shall be valid for a period of 2 years from the date of signing of contract. PMA should provide additional manpower requested by APSFL, for the respective price quoted in the price bid.
12. District Coordinators should possess good communication skills, fluent in local language and Leadership qualities. District Coordinators play a key role in resolving issues attributable to coordination between Local Govt. Officials, System Integrators, APSFL and other stakeholders
13. Project Director and Associate Project Director should possess good communication skills, Problem solving abilities, technical expertise and leadership skills.

#### 4.4. Minimum qualification Requirements

##### 4.4.1. Project Director

- B.E. / B. Tech. M.E./ M.Tech with MBA / equivalent or higher degree from a recognized university

- 10-15 years of experience in delivering the large scale end-to-end solution in Enterprise Network / Telecom / ISP / ICT domain with experience of working in at least 1 Government projects

#### **4.4.2. Associate Project Director**

- B.E. / B. Tech./ MCA/ M.E./ M.Tech or higher degree from a recognized university
- 8-12 years of experience in planning/design/Implementation in Enterprise Network / Telecom/ISP domain

#### **4.4.3. Technology Consultant - 1**

- B.E. / B. Tech./ MCA/ M.E./ M.Tech or higher degree from a recognized university
- Industry accredited certifications like ITIL/ CDCP is an added advantage
- 8-12 years of experience in planning / designing / implementation of DC / DR in Enterprise Network / Telecom/ISP domain

#### **4.4.4. Technology Consultant - 2 (Network Expert (IP/MPLS));**

- B.E. / B. Tech./MCA/ M.E./ M.Tech or higher degree from a recognized university
- Industry accredited certifications like CCNA / CCNP
- 8-12 years of experience in planning / designing / implementation of enterprise / Telecom network (specialization in IP/MPLS/ DWDM/ OTN)

#### **4.4.5. Project Manager**

- B.E. / B. Tech./MCA/ M.E./ M.Tech with MBA / equivalent or higher degree from a recognized university
- 8+ years of experience in Telecom / ICT domain

#### **4.4.6. Support Consultant**

- B.E. / B. Tech./MCA/ M.E./ M.Tech from a recognized university
- 4+ years of experience in Telecom / ICT/e-governance domain

#### **4.4.7. District Coordinator**

- B.E. / B. Tech. or higher degree from a recognized university
- 4 years of experience in Telecom / ICT/e-governance domain

## 5. Payment Terms

### 5.1.Payment Schedule

Payment to the Successful Bidder shall be released as per the following:

1. Consultant team shall be deployed on T&M basis and Bidder shall raise quarterly invoice on pro-rata basis of the total contract value considering the number of full time resources deployed during the reporting period.
2. Quarterly invoice shall have the following:
  - a. Hard Copy of the signed Monthly progress report for each month of the quarter
  - b. Monthly attendance report for each month of the quarter indicating daily attendance resource deployed
  - c. Self-certification as to the compliance of laws relating to statutory contributions such as PF, Gratuity, LWF & ESI etc
3. Resource deployment depends on the resource availability at the time of project award, in case of non-availability equivalent replacement shall be provided
4. In case the situation demands where the candidate need to be replaced, bidder shall provide a suitable candidate with matching / near to matching skills to APSFL.
5. All the penalties shall be applicable as mentioned in the Table 5.2 (Penalty Terms)
6. APSFL shall release the quarterly payment within thirty (30) days of receiving the invoice
7. Payment shall not be made for any resource's nonworking man-day of whatsoever nature, on APSFL working day(s).

### 5.2.Penalty Terms

S/N	Measurement	SLA	Material Breach	Penalty
1.	Delay in deliverables as per time-line, schedule and required quality	No Delay in submission of deliverables beyond the stipulated timelines (with quality as defined by APSFL, for the respective delivery) for reasons attributed to the PMA scope of work.	The delay in submission of deliverables (with quality as defined by APSFL, as and when required) beyond one week of the stipulated time, for reasons attributed to the PMA scope of work, shall be	Half a Percent (0.5 %) of the Total Contract Value (TCV) for every 1 week of delay in submission on an incremental basis to a maximum of 10 % of the TCV. If the penalty goes beyond 10%, the APSFL reserves the right to terminate the contract in addition to forfeiture of PBG.

S/N	Measurement	SLA	Material Breach	Penalty
			treated as material breach.	
2.	Replacement of a Resource Person by the PMA.	<p>No replacement of resources, within the first 4 months from the date of contract, from the ones submitted in the PMA's technical bid, without prior approval of APSFL.</p> <p>Any Replacement of resources, intended by PMA shall be within 5 working days and with the prior approval of APSFL</p>	<p>Failure to replace a resource with the same qualification and experience or better, as given in PMA's technical bid, within the stipulated timelines or replacement in violation of this clause, shall be treated as material breach.</p>	Half a Percent (0.5 %) of the Total Contract Value (TCV) per resource per event shall be levied as penalty.
3.	Replacement of resources due to underperformance during the project	APSFL may request the Consultant to replace any of the resources which are not performing to the expectations of the APSFL	Non-replacement of resources with similar experience and with same or higher qualification beyond twenty-one days from the date of making the request by the APSFL shall be treated as material breach	The under-performing resource shall be given a notice with timelines of 1 week (7 days). Beyond 1 week (7 days), the resource shall be deemed to be discontinued from the project team. The PMA shall replace her/him with a new resource with similar qualification & experience, at no extra cost, within 21 days from such discontinuation. In-case the PMA is

S/N	Measurement	SLA	Material Breach	Penalty
				unable to provide a suitable replacement, 0.10 % of the TCV per resource per week from the 22 <sup>nd</sup> day onwards may be levied as penalty, at the sole discretion of APSFL.
4.	Availability of the resources at client defined locations	<p>All resources, deployed, should be available on all working days of APSFL.</p> <p>Notwithstanding anything to the contrary, if any resource is not available for more than 2 consecutive working days, without prior approval of APSFL, PMA shall deploy a substitution resource at no additional cost.</p>	PMA shall not bill for any resource which are not available at the client defined locations, for whatsoever reason.	Non replacement of resources, as stipulated under this clause, shall lead to a penalty of 0.10 % of TCV per resource per incident.

#### 5.2.1. Special condition

The aggregate Penalty shall be capped to a maximum of 10% of the Total Contract Value

## 6. Qualification Criteria and Bid Evaluation Process

### 6.1.Pre-Qualification Criteria

The bidder should satisfy the following Pre-qualification criteria to be eligible for further technical 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.

S. No.	Criteria	Documentary Evidence(s)
1.	The Bidder should be a Consulting firm / Company registered under Companies Act, 1956 (or as amended) or a LLP / Partnership under Partnership Act, 1932 (or as amended) with at least 5 years of Operations in India as on bid submission date	<ul style="list-style-type: none"> <li>• Copy of Certification of Incorporation / Registration Certificate</li> <li>• PAN card</li> <li>• GST registration</li> </ul>
2.	<p>A. The Bidder should have an average annual turnover of <b>INR 100 Crores</b> or more for the last three financial years (i.e FY 2018-19, 2019-20, 2020-21) in the area of <b>Consultancy / Advisory with positive net worth</b></p> <p>B. The Bidder should have an average annual turnover of <b>INR 50 Crores</b> or more and positive net-worth for the last three financial years (i.e FY 2018-19, 2019-20, 2020-21) in the area of <b>ICT Consultancy / Telecom Consultancy services with positive net worth</b></p>	<ul style="list-style-type: none"> <li>• Audited financial statements for the last three financial years (i.e FY 2018-19, 2019-20, 2020-21)</li> <li>• Turnover certificate duly certified by Statutory Auditor</li> </ul>
3.	A. The bidder should have experience in atleast five (5) projects involving ICT Consultancy/ Telecom Advisory in State / Central Government with a value more than INR 1.5 Crore each in India in the last five (5) financial years as on bid submission date. Each of these projects must have achieved milestone value of more than INR 75 Lacs and at least two (2) out of the five (5) projects must have been completed.	<p>Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order</p> <p>OR</p> <p>Self-certificate from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid</p>

S. No.	Criteria	Documentary Evidence(s)
	B. The bidder should have experience in at least two (2) projects involving Design / Project management consultancy of Implementation or maintenance of Enterprise/ State wide/ Country wide Optical fiber Network for State / Central Government with a value of more than INR 75 Lacs each in India in the last five (5) financial years as on bid submission date. Each of these projects must have achieved milestone value of more than INR 30 Lacs	<p>AND</p> <p>Completion Certificate with payment details issued &amp; signed by the competent authority of the client entity on the entity's letterhead</p> <p>OR</p> <p>Copies of payments received, signed by the Statutory Auditor of the Bidder or any other document certifying the completion of the project</p>
4.	Power of Attorney in favor of Authorized Signatory signing the Bid	<p>Specific Power of Attorney in favor of Authorized Signatory</p> <p>OR</p> <p>In case authorized Director / Partner or Proprietor of the Bidder signs the bid, a certified copy of the appropriate board resolution / document may be enclosed in lieu of the Power of Attorney.</p>
5.	Bidder should have atleast <b>200</b> full time employees on payroll of the Bidder, working in the e-Governance business unit providing <b>"ICT Consultancy / Telecom Advisory"</b> services as on bid submission date	Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorized signatory of this bid
6.	<p>The Bidder or any of its associate (associate means within the bidders entity network) should possess any two (2) of the below certifications which should be valid as on bid submission date:</p> <p>A. ISO 9001:2008 / ISO 9001:2015 for Quality Management System</p> <p>B. ISO 27001:2013 for Information Security Management System</p>	<ul style="list-style-type: none"> <li>Copies of valid certificates</li> </ul>

S. No.	Criteria	Documentary Evidence(s)
	C. ISO 20000:2011 for IT Service Management	
7.	The Bidder should not have been black-listed / debarred by any Central/State Government as on bid submission date (during last three (3) years)	Undertaking signed by CEO / Country Head / Authorized signatory of the bid to be provided on Non-judicial stamp paper of INR 100/- or such equivalent amount duly attested by notary public
8.	Conflict of Interest	Undertaking signed by Authorized signatory of the bid on company letter head in the format specified in Annexure XII: Conflict of Interest

#### 6.1.1. Special Conditions

1. Consortium is not allowed
2. Only the Technical bids of those bidders, who meet the Pre-Qualification criteria, shall be opened.
3. 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 towards the security shall be summarily rejected.
4. Bidders are required to provide the aforementioned information as per the formats provided along with the required supporting documents for each of the criteria.
5. 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. Technical Evaluation Criteria

The Bidder will be evaluated on the following technical evaluation criteria. If the Bidders fails to enclose the documentary proof for eligibility, their bid is liable to be rejected.

S. No	Technical Evaluation Criteria	Technical Scoring (Marks)
1.	Key Technical Team Profile Credentials	90
2.	Approach & Methodology including Work Plan	10
	Total Marks	100

S. No	Criteria/Sub Criteria	Marking Schema	Max Marks	Supporting documentary evidence
A	Personnel Profile and Experience		90	
A1	Project Director (1 Nos)	1*20	20	Marks will be awarded based on the interviews conducted by APSFL or APSFL appointed committee. However, Minimum qualifications requirement, as mentioned in section 4.4, are to be met for each individual.
A2	Associate Project Director (1 Nos)	1*20	20	
A3	Technology Consultant (2 Nos)	2*10	20	
A4	Project Manager (4 Nos)	4*7.5	30	
B	Approach & Methodology		10	
B1	<ul style="list-style-type: none"> <li>Understanding of the objectives of the assignment</li> <li>Demonstration of understanding of the APSFL's requirements</li> <li>Work Plan and staffing schedule</li> <li>Project risks, challenges and mitigation strategies</li> </ul>	Presentation based	10	Presentation along with supporting documents if applicable
	TOTAL MARKS		100	

### **6.2.1. Special Conditions**

1. The Bidder shall submit the documents as per formats provided in this RFP. The Bids submitted without supporting documents are liable to be rejected. The Technical/Evaluation Committee's decision in this regard shall be final and binding on all.
2. The certifications of the proposed resources should be enclosed along with the CVs, in the technical bid
3. Price Bid shall be opened only for those bidders who qualify with minimum 60 marks in Technical bid evaluation.
4. In case none of the Bidders obtain the minimum score of 60, then the Authority, at its sole discretion, reserves the right to reduce the minimum qualification mark to 50 as per the case in the interest of this RFP. The technical committee's decision in this regard shall be final and binding on the bidder.
5. The above evaluation criteria under Personnel Profile and Experience is applicable only for the Project Director (1 Nos), Associate Project Director (1 Nos), Technology Consultant (2 Nos), Project Manager (4 Nos)

### **6.3.Commercial Bid Evaluation**

1. All the technically qualified bidders shall be notified to participate in Commercial Bid opening process
2. 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.
3. The Commercial Bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.
4. Commercial Bids that are not as per the provided format in Section 8 (Price Bid Form) shall be liable for rejection
5. The bid price shall be exclusive of all taxes and shall be in Indian rupee and mentioned separately

### **6.4.Reverse Auction**

1. APSFL will schedule the reverse auction on the website of eProcurement.
2. Only the qualified and whose financial bids are complying to the RFP requirements only will be permitted to participate in the reverse auction.
3. The date and time will be intimated to the qualified bidders.

4. 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.
5. The amount quoted by the end of the Reverse auction will be considered for overall evaluation
6. The 'opening price' i.e. start price for Reverse Auction will be the least price quoted among the bidders
7. The reverse auction will be conducted for the entire schedule. The bidder's screen will have provision for decrement of prices. In the bidder's screen the total price of his bid and the total lead price at that instance will also be displayed.
8. For the purpose of Reverse Auction, the minimum bid decrement will be Rs. 10,00,000/- (Rupees Ten lakhs only)
9. 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 this will continue as an iterative process.
10. The reverse auction shall be conducted for 3 Hours. If any bidder submits a bid in the last 15 min of the auction closing time, the auction time will be automatically increased by 15 minutes. All bidders are required to submit their online bids during this period.
11. After the completion of the online reverse auction, the Closing Prices shall be considered for evaluation. However, The successful bidder has to submit the breakup of the new cost in a similar ratio of the arrived earlier within 48 hrs of completion of the reverse auction.
12. 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.

## 7. Selection Criteria

### 7.1. Selection Method

1. **Quality and Cost based Selection (QCBS)** method shall be adopted for the evaluation of Bids.
2. Under QCBS, the Technical Proposals will be allotted weightage of 70% while the Commercial Proposals will be allotted weightages of 30%.
3. Only technically qualified bids shall be considered for commercial bid opening

### 7.2. Technical Bid Evaluation

The technical score of a bidder 'Tb' shall be assigned to the bidder and it shall be awarded based on the marks obtained by the Bidder in Technical Bid. "Technical Score" shall be assigned to the Bidder as per the formulae below:

Tmax : Maximum Technical Score among the bidders

Tb : Absolute Technical Score of the bidder under consideration

Tn : Technical score of the bidder under Consideration

Technical score (Tn) =  $(Tb / Tmax) * 100$

(Adjusted to two decimal places)

APSFL's decision in this regard shall be final & binding and no further discussion shall be held with the bidders.

### 7.3. Commercial Bid Evaluation

The Commercial Bids obtained at the end of the reverse auction shall be considered for further evaluation.

The Commercial score of a bidder 'Fb' shall be assigned to the bidder. 'Fb' shall be the total Commercial quote made by the bidder. The lowest evaluated Commercial Proposal (Fmin) shall be given the maximum Commercial score (Fn) of 100 points. The Commercial scores (Fn) of the other Commercial Proposals shall be calculated as per the formula for determining the Commercial scores given below:

Fmin : Commercial quote of the lowest evaluated Commercial proposal  
(Post reverse auction)

Fb : Commercial quote for the bidder under consideration (Post reverse auction)

Fn : Normalized Commercial score for the bidder under consideration

Normalized Commercial Score (Fn) =  $(Fmin / Fb) * 100$

(Adjusted to two decimal places)

#### 7.4.Final Evaluation of Bid

Proposals shall be ranked according to their combined technical (Tn) and Commercial (Fn) scores using the weights (T = 0.70 the weight given to the Technical Proposal; P = 0.30 the weight given to the Commercial Proposal; T + P = 1).

The final evaluation shall be based on Final Score which shall be calculated as shown below:

$$\text{Final Score (S)} = \text{Tn} \times \text{T} + \text{Fn} \times \text{P}$$

The bidder achieving the highest combined technical and commercial score shall be invited for awarding the contract

In case of a tie where two or more bidders achieve the same highest combined technical and commercial score, the bidder with the higher normalized technical score shall be invited

## 8. Price Bid Form

To, [Date]  
 Managing Director,  
 Andhra Pradesh State FiberNet Limited  
 NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,  
 NH -65, Vijayawada – 520 013

Sub: Selection of Project Monitoring Agency (PMA) for BharatNet Phase-II

Ref: APSFL/BharatNet-PMA/337/2018,Dated: 21/12/2021

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With reference to, the subject work and RFP referred above we submit the following Price Bid:

S. No.	Role	No. of Resources (A)	No of Months (B)	Unit Man-month Rate (INR) (Excluding Taxes*) (C)	Total Price (INR) – (Excluding Taxes*) (D=A*B*C)
1.	Project Director	1	9		
2.	Associate Project Director	1	9		
3.	Technology Consultant	2	9		
4.	Project Manager	4	9		
5.	Support Consultant	1	9		
6.	District Coordinator	13	9		
Total					
Total (In Words)					

Note:

1. The price quoted above shall be excluding of any applicable taxes(GST, etc)
2. Applicable taxes shall be paid by APSFL
3. The price quoted above shall be inclusive of insurance, travel, accommodation and all other out of pocket expenses.
4. If there is a discrepancy between words and figures, the amount in words shall prevail.

5. Prices quoted for each resource shall be valid for a period of 2 years from the date of signing of contract. PMA should provide additional manpower requested by APSFL, for the respective price quoted above.

Bidder Signature

Name:

Designation:

Address:

Bidder Seal

Place:

Date:

## 9. Annexures

### 9.1. Annexure I - Enclosure to Price Bid

(On Bidder's letterhead)

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

Sub: Selection of Project Monitoring Agency (PMA) for BharatNet Phase-II

Ref: APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021

Dear Sir,

With reference to your RFP Document APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021. I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal to provide Technical advisory and Project Management Support for BharatNet Phase-II in AP

- 1) All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2) I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 5) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the selected PMA, 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 PMA or in connection with the Selection Process itself in respect of the above mentioned Project.
- 9) I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is not opened or rejected.
- 10) I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.
- 11) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

## 9.2. Annexure II – Profile of the Bidder/Partners

(To be submitted by Bidder)

#	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	
12.	Office Address	
13.	Office Telephone Number	
14.	Fax Number	
15.	Contact Person (in Andhra Pradesh)	
16.	Name	
17.	Telephone Number	
18.	Email Address	
19.	Registration Details	
20.	Permanent Account Number	
21.	VAT Registration Number	
22.	CST Registration Number	
23.	Service Tax Registration Number	

24.	Banker's Name, Address and Account Number	
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(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

### 9.3. Annexure III - Financial Information

(To be submitted by Bidder)

Annual Turnover of the Bidder

Criteria	Sub Criteria	FY	Total Financials
Financial Capability	Turnover exclusively from business activities related to ICT Consultancy / Advisory Services	FY 2018-19	
		FY 2019-20	
		FY 2020-21	
Net-worth	Measured as paid-up capital plus free reserves	FY 2018-19	
		FY 2019-20	
		FY 2020-21	

Documentary Proof required:

1. Statutory Auditor clearly specifying the turnover and Net-worth for the specified years
2. Audited P&L statements and Balance Sheets

#### **9.4. Annexure IV - Declaration of Acceptance of Terms and Conditions in the RFP**

(To be submitted by Bidder)

To,

[Date]

Managing Director

Andhra Pradesh State FiberNet Limited

NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520001

Sub: Selection of Project Monitoring Agency (PMA) for BharatNet Phase-II

Ref: APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021

Sir,

It is to certify that the RFP document – APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021 is carefully read & understood and all the sections and clauses are COMPLIED. There is no deviation from the terms & conditions of the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

## 9.5. Annexure V - Declaration regarding Clean Track Record

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

Sub: Selection of Project Monitoring Agency (PMA) for BharatNet Phase-II

Ref: APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021

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)

## 9.6. Annexure VI - Format for Past Experience of the Bidder

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

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

Documentary Proof Required:

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

## 9.7. Annexure VII - EMD Format

(To be executed in INR 100/- Stamp Paper)

To,  
The Managing Director,  
Andhra Pradesh State FiberNet Limited,  
3rd Floor, NTR Administrative Block,  
Pandit Nehru Bus Station,  
NH – 65, Vijayawada – 520013  
Bank Guarantee No:  
Amount of Guarantee:  
Guarantee covers from:  
Last date for lodgment of claim:

This Guarantee executed by \_\_\_\_\_ (Banker's Name & Address) having our Head Office at \_\_\_\_\_ (address) (hereinafter referred to as “Bank”) in favor of Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada – 520013 India (hereinafter referred to as “Beneficiary”) for an amount not exceeding INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as per the request of M/s. \_\_\_\_\_ having its office address at \_\_\_\_\_ (hereinafter referred to as “Bidder”) against RFP reference No APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021 of M/s. Andhra Pradesh State FiberNet Limited (APSFL). This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and the guarantee shall remain in full force up to \_\_\_\_\_ (date) and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before \_\_\_\_\_ (date).

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

ANDWHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE, we (Bankers address) , hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder for INR \_\_\_\_\_/- (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 INR \_\_\_\_\_/- (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)

## 9.8. Annexure VIII – Performance Bank Guarantee Format

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

In consideration of APSFL (“Authority”), having agreed to accept from \_\_\_\_\_ “successful bidder”, a Performance Bank Guarantee as maybe modified from time to time wherever necessary under the terms and conditions of the Agreement entered into by the said successful bidder in respect of work \_\_\_\_\_, RFP No. APSFL/BharatNet-PMA/337/2018, Dated: 21/12/2021 under APSFL for the due fulfilment of the terms and conditions of the said Agreement under APSFL, on production of a Bank Guarantee for Rs. \_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ “Bank” \_\_\_\_\_ branch, hereby undertake the guarantee to pay immediately to APSFL, on demand in writing by APSFL, an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) without any reservation and recourse against any loss or damage caused to or suffered by APSFL by reason of any breach by the successful bidder of any of the terms and conditions of the said agreement under the said Authority.

We \_\_\_\_\_ Bank, further agree that the guarantee hereby contained shall remain in full force and effect during the period that will be taken for the performance of the said Agreement under the APSFL and that it shall be in enforcement until all the dues of APSFL under or by virtue of the said Agreement under the APSFL have been fully paid and their claims satisfied or discharged or until the said Authority certifies that the terms and conditions of the said Agreement under the APSFL have been fully and properly carried out by the successful bidder and accordingly discharges the guarantee subject. This bank guarantee is valid until \_\_\_\_\_ (date) and APSFL shall have no rights under this guarantee after \_\_\_\_\_ (date).

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Place:

Date: Signature and seal of Guarantors

## 9.9. Annexure IX- Power of Attorney

Sample form of Power of Attorney for signing the Application & Bid

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

KNOW ALL MEN BY THESE PRESENTS,

We \_\_\_\_\_ (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (*name*), \_\_\_\_\_ son/daughter/wife of and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the \_\_\_\_\_ (the "APSFL") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the APSFL, representing us in all matters before the APSFL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the APSFL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the APSFL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_.

For \_\_\_\_\_

(Signature, name, designation and address)

Witnesses:

1. (Notarized)
- 2.

Accepted

(Signature, Name, Title and Address of the Attorney)

Note:

1. 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.
2. 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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such APSFL may be enclosed in lieu of the Power of Attorney.

### 9.10. Annexure X- Format for Manpower details

Bidder should furnish the project team details such as the qualifications, experience, certification and other details with detailed CVs

Bidder to also provide summary of the details of the manpower as per format mentioned below:

S. No.	Names of resources	Proposed role	Education Qualification	Relevant Experience	Total Experience	Supporting Document(s)

### 9.11. Annexure XI-Pre-Bid Queries Format

All enquiries from the Bidders relating to this RFP must be submitted to the Managing Director, APSFL, Vijayawada. These queries should be e-mailed to [apsfl@ap.gov.in](mailto:apsfl@ap.gov.in). The queries should necessarily be submitted in the following Format:

S. No.	Section No.	Page no.	Content of the RFP requiring clarification	Clarification Sought

## 9.12.

### 9.12. Annexure XII: Format for Conflict of Interest

To,

The Managing Director,

Andhra Pradesh State FiberNet Limited,

3rd Floor, NTR Administrative Block,

Pandit Nehru Bus Station,

NH – 65, Vijayawada – 520013

Sub: Undertaking on Conflict of Interest for Appointment of Project Monitoring Agency (PMA) for BharatNet Phase-II in the State of Andhra Pradesh

Dear Sir,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with APSFL.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold APSFL harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by APSFL and/or its representatives, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

