



## **REQUEST FOR PROPOSAL (RFP)**

*for*

**Selection of an Agency for supply, installation, testing and commissioning of  
Middleware, DRM and allied Software & Hardware  
for IPTV, OTT, G2C and VAS Service Delivery for APSFL.**

**Ref. No- APSFL/MW-DRM-SW/2026, Dt: 21.05.2026**

## **Andhra Pradesh State FiberNet Limited**

Infosight Building, 2nd Floor, NH-16, Tadepalle,

Guntur – 522501

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

Email ID: [apsfl@ap.gov.in](mailto:apsfl@ap.gov.in)

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

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Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

## **Disclaimer**

The information contained in this Request for Proposal (“RFP” or “Tender”) including any information subsequently provided to the bidders, (“bidder/s”) verbally or in documentary form by Andhra Pradesh State FiberNet Ltd. (APSFL) or any of its employees or advisors, shall at all times be subject to the terms and conditions set out in this RFP document (as may be amended only by APSFL from time to time).

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

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

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

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

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

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

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### Abbreviations

S. No.	Acronym	Full Form / Description
1	AMC	Annual Maintenance Contract
2	API	Application Programming Interface
3	AOSP	Android Open-Source Project – devices without Google Mobile Services (GMS)
4	APSFL	Andhra Pradesh State FiberNet Limited
5	ATV	Android TV – Google-certified platform with Leanback launcher
6	BG	Bank Guarantee
7	BOQ	Bill of Quantities
8	BSS / SMS	Business Support System / Subscriber Management System
9	CA	Chartered Accountant
10	CDN	Content Delivery Network
11	CEA	Central Electrical Authority
12	CPE	Customer Premises Equipment
13	Cr	Crore(s)
14	DD	Demand Draft
15	DHQ	District Headquarters
16	DoT	Department of Telecommunications
17	DPIIT	Department for Promotion of Industry and Internal Trade
18	DRM	Digital Rights Management
19	EMD	Earnest Money Deposit
20	EOI	Expression of Interest
21	EPG	Electronic Program Guide
22	FY	Financial Year
23	G2C	Government-to-Citizen Services
24	GoAP	Government of Andhra Pradesh
25	GST	Goods and Services Tax
26	GUI	Graphical User Interface
27	HLS	HTTP Live Streaming
28	DASH / MPEG-DASH	Dynamic Adaptive Streaming over HTTP
29	HTTP	Hypertext Transfer Protocol
30	ID	Identification
31	INR	Indian Rupee
32	IPTV	Internet Protocol Television
33	ISO	International Organization for Standardization
34	JV	Joint Venture
35	LD	Liquidated Damages
36	LLP	Limited Liability Partnership
37	LMO	Last Mile / Local Multi-System Operator
38	MSO	Multi-System Operator
39	LOA	Letter of Award
40	MAC	Media Access Control Address

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<b>S. No.</b>	<b>Acronym</b>	<b>Full Form / Description</b>
41	Middleware	Software layer enabling integration, control, and delivery of IPTV/OTT services
42	MPEG	Moving Picture Experts Group
43	MSE	Micro and Small Enterprise
44	MTTR	Mean Time to Repair / Replace
45	NIT	Notice Inviting Tender
46	NOC	Network Operations Centre (Visakhapatnam)
47	NSIC	National Small Industries Corporation
48	nPVR	Network Personal Video Recorder
49	nVOD	Near Video on Demand
50	OEM	Original Equipment Manufacturer
51	OFC	Optical Fiber Cable
52	ONT	Optical Network Terminal
53	OS	Operating System
54	OTA	Over-The-Air (Update Mechanism)
55	OTT	Over-The-Top (Content delivery over the internet)
56	PBG	Performance Bank Guarantee
57	PO	Purchase Order
58	PoP	Point of Presence
59	PPV	Pay-Per-View
60	PQ	Pre-Qualification
61	PSU	Public Sector Undertaking
62	PVR	Personal Video Recorder
63	RBAC	Role-Based Access Control
64	RFP	Request for Proposal
65	SD	Security Deposit
66	SDK	Software Development Kit
67	SITC	Supply, Installation, Testing & Commissioning
68	SLA	Service Level Agreement
69	SPOC	Single Point of Contact
70	SQL	Structured Query Language
71	STB	Set-Top Box
72	SVOD	Subscription Video on Demand
73	TRAI	Telecom Regulatory Authority of India
74	TVOD	Transactional Video on Demand
75	UAT / UATP	User Acceptance Testing / User Acceptance Test Plan
76	UI/UX	User Interface / User Experience
77	USB	Universal Serial Bus
78	VAS	Value-Added Services
79	VoD / VOD	Video-on-Demand

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## 1. Definitions

- **“Agreement”** means the agreement to be signed between the APSFL and the Agency, as recorded in the agreement form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- **“Agency”** refers to the selected bidder to whom the contract is awarded by the authority for supply, Installation, testing, and commissioning (SITC) of middleware, DRM and allied software for IPTV, OTT, G2C and VAS service delivery for APSFL in accordance with the scope defined in this RFP.
- **“Applicable Law”** means the agreement shall be interpreted in accordance with the laws of India and particularly in the courts of Andhra Pradesh.
- **“Authority”** refers to MD/Directors of APSFL or its nominated representatives.
- **“Authorized Representative”** shall mean any person authorized by either of the parties.
- **“Bidder”** means any firm offering the solution(s), service(s) and /or materials as required in the RFP. The word bidder/ Service provider when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the contract shall mean the successful bidder with whom APSFL signs the agreement for rendering of services for implementation of this project.
- **“Contract”** is used synonymously with Agreement.
- **“Day”** means a calendar day.
- **“Documentation”** means the document to be developed by the agency.
- **“Effective date”** means the date on which the agreement is signed, and the agreement enters into full force as and upon fulfilment of any and all additional conditions specified in the agreement.
- **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and or Andhra Pradesh or regulatory authority or political subdivision of government agency.
- **“LOA”** means Letter of Acceptance, which shall constitute acceptance of the department to place the Purchase Order with the successful bidder.
- **“Party”** means APSFL or bidder, individually.
- **“Parties”** means the APSFL and Agency (selected bidder) for the purpose of this agreement.
- **“Proposal / Bid”** means the Pre-Qualification and Technical Proposals submitted along with the subsequent clarifications and undertakings, if any.

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

- **“Purchase Order”** means the services and maintenance, executed by and between parties for a specific project requirement as part of this agreement. All work orders shall form integral part of this agreement as soon as the purchase order is executed.
- **“Requirements”** shall mean and include scope of work, details, description, milestones, SLA performance characteristics and standards (Indian & International) as specified in RFP.
- **“Request for Proposal (RFP)”** means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
- **“Service Level(s)”** means the delivery/performance standards, which shall apply, for the supply, Installation, testing, and commissioning (SITC) of middleware, DRM and allied software for IPTV, OTT, G2C and VAS service delivery for APSFL in accordance with the scope defined in this RFP.
- **“Sites”** means the location(s) named in the work order for commissioning services of Middleware, DRM and Allied Software for IPTV, OTT, G2C and VAS Service Delivery.
- **“Specifications”** means the functional and technical specifications or statement of work, as the case may be.
- **“Total Price”** means the price payable to the agency under the Purchase Order for the full and proper performance of all its contractual obligations as stated in the agreement.
- **“Service Provider”** means the successful bidder selected by APSFL and awarded the contract under this RFP, including its employees, agents, and authorized representatives.

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## **2. Introduction**

Andhra Pradesh State FiberNet Limited (APSFL), a fully owned entity of the Govt. of Andhra Pradesh (AP), having its office at Infosight Building, 2nd Floor, NH-16, Tadepalle, Guntur – 522501 Andhra Pradesh, India, has been incorporated in October 2015 under the Companies Act, 2013, to undertake the works of APSFL, its operations & maintenance and its business activities. It is a fully owned entity of the Government of Andhra Pradesh under the control of Infrastructure & Investment (I&I) department. APSFL aims to provide the high quality & affordable digital services to households, Government and Business entities across the State.

The APSFL has obtained the required licenses to carry on its business activities – Internet Service Provider (ISP-B), National Long Distance and Unified Service Access License from the Dept. of Telecom, Govt. of India. APSFL is currently serving over approximately 4 lakh active subscribers across the State in partnerships with about 6,300+ LCOs.

### **2.1 Invitation to Bid**

APSFL, invites responses (“Proposals”/ “Bids”) for selection of an Agency for “Supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL”. This Request for Proposal (RFP) is being released by Andhra Pradesh State FiberNet Limited (APSFL) to solicit responses from prospective CPE Middleware and DRM software vendors (hereinafter referred to as the “agency/service provider”). Bidders are invited to submit details of their experience and a commercial proposal for providing a CPE Middleware platform, a DRM solution, and other allied software for IPTV, OTT services, G2C services, and VAS. For the purposes of this RFP, “CPE” refers to STBs, Smart TVs, and mobile devices running on AOSP, Android TV (ATV), LG webOS, Samsung Tizen OS, Apple iOS, and Amazon Fire OS. Delivery shall be in accordance with the requirements stated in the detailed Scope of Work.

Responses to this RFP will be used to determine each prospective partner’s ability to deliver the required services to APSFL, including the ability to achieve required service levels, meet commercial goals, deliver an enhanced customer experience, and demonstrate a commitment to continuous improvement. This will also further be used to assess whether the prospective partner has the capabilities to support both APSFL’s end customers (the “subscribers”) and its internal customers (the “partners”).

APSFL has built a network infrastructure that delivers Triple Play services (IPTV, Internet, and Telephony) and provides rich, high-quality applications to households and offices across the State. In furtherance of these objectives, APSFL is seeking a Middleware and DRM service provider to support its existing base of 4 lakh subscribers (currently served by an existing Middleware, DRM, G2C, and VAS stack) over Multicast and to provide a modern, scalable solution capable of supporting an additional 11 lakh subscribers. The solution shall enable IPTV over multicast and unicast, OTT services, G2C services, and

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VAS for end subscribers. The solution must be innovative, feature-rich, user-friendly, and built on a standardised middleware platform with associated DRM and allied software. It should add unique value for AP Fiber partners including MSOs and LMOs by emphasising high-quality features and creating new revenue opportunities for APSFL through VAS and similar offerings.

This RFP has been structured to collect only pertinent information. Prospective service provider must provide concise, clear, and relevant material, and shall refrain from submitting promotional content in their responses.

This RFP is solely an invitation to submit a proposal. No contractual obligation on the part of APSFL shall arise from the RFP process unless and until a formal, definitive contract is signed between APSFL and the selected service provider. Neither this RFP, nor the disclosure or receipt of any proposal or information from a prospective partner, shall constitute or imply any promise or intention by APSFL to enter into a definitive contract or to continue discussions relating to the software and services proposed to be procured under this RFP. This RFP does not commit APSFL to pay any costs incurred in the preparation or submission of any proposal, nor to procure or contract for any services with any prospective service partner. APSFL shall not be obligated by any proposal, statement, or representation whether oral or written that may be made by APSFL, except as expressly provided in a final, signed agreement. APSFL shall be held free from any liability arising from the use, or implied use, of information submitted in any proposal.

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

Interested bidders may download the RFP from [www.apsfl.in](http://www.apsfl.in). Any subsequent corrigenda/clarifications shall also be made available on the same portal. Bid proposals must be received not later than time and date mentioned in the key events and dates. Bid proposals received, in part or full, after the deadline WILL NOT be considered for further process.

To obtain first-hand information on the assignment, bidders can send the pre-bid queries through email also to APSFL email ID: [apsfl@ap.gov.in](mailto:apsfl@ap.gov.in) on or before 7 days from the RFP published date. Bidders are encouraged to attend a pre-bid meeting, with representatives not more than two (2) from each bidding firm.

## **2.2 Procedure for Bid Submission**

All bidders should submit the bid along with original “Demand Draft (DD)” towards the bid processing fee in sealed envelopes at APSFL office, Vijayawada before proposal due date. APSFL shall carry out the evaluation solely based on the submitted documents.

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The bidder is requested to download the RFP document and read all the terms and conditions mentioned in the RFP Document and seek clarification if any from the RFP Inviting Authority. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the RFP Inviting Authority from time-to-time on APSFL website. The Department calling for RFPs shall not be responsible for any claims/issues arising out of this document.

APSFL will not take any responsibility for any delay in receipt/non-receipt of bid, original DD/BG towards Document Fee. APSFL bank details are tabulated as below.

S. No.	Details	
1	Name of beneficiary	ANDHRA PRADESH STATE FIBERNET LIMITED
2	Name of bank	Union Bank of India
3	Bank address	Main Branch, RR Apparao Street, Vijayawada, Andhra Pradesh.
4	Bank account no.	060611100003785
5	IFSC code	UBIN0806064
6	MICR code	520026016
7	Branch code	000606

### 2.3 Key Events & Dates

1.	Name of the Inviting Authority	<b>Managing Director, Andhra Pradesh State FiberNet Limited</b>
2.	Name of the Assignment	Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.
3.	RFP Number	APSFL/MW-DRM-SW/2026, dt: 21/05/2026
4.	Place of availability of Tender Document (RFPs)	<a href="http://apsfl.in/tenders/">http://apsfl.in/tenders/</a>
5.	Place of submission of Bids	Sealed envelopes must be submitted before the due time at address below : Corporate Office : Andhra Pradesh State FiberNet Limited INFOSIGHT Building, Survey No:78/2, 1st Floor & 2nd Floor, NH-16 Service Road, Tadepalle, Andhra Pradesh - 522501.

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6.	Tender Type (Open/Limited/EOI/Auction/Single)	Open
7.	Tender Category (Services/Goods/works)	Works
8.	Type/Form of contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Work
9.	Withdrawal allowed (Yes/No)	No
10.	Is Multi Currency Allowed	No (Only Indian Rupees)
11.	Pre-Bid meeting	<b>28.05.2026 at 11:00 AM</b> <b>Venue:</b> A physical pre-bid meeting will be held at the conference room; Andhra Pradesh State FiberNet Ltd, Infosight building, 2nd floor, NH-16 service road, Tadepalle, Guntur, AP-522501.
12.	Last date and time for receiving queries/clarifications	<b>28.05.2026 at 5:00PM</b> No communication, in any form and for any reason, will be entertained post this date and time.
13.	Last date and time for submission of proposal (Proposal Due Date)	<b>04.06.2026 at 4:00 PM</b> The proposal is to be submitted offline at APSFL office located at Andhra Pradesh State FiberNet Ltd, Infosight building, 2nd floor, NH-16 service road, Tadepalle, Guntur, AP-522501. Web address: <a href="http://www.apsfl.in">http://www.apsfl.in</a> Email ID: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a>
14.	Date and time of opening of Pre-Qualification at APSFL office	<b>04.06.2026 at 5:00 PM</b> Andhra Pradesh State FiberNet Ltd, Infosight building, 2nd floor, NH-16 service road, Tadepalle, Guntur, AP-522501. Web address: <a href="http://www.apsfl.in">http://www.apsfl.in</a> Email ID: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a>
15.	Bid Processing Fee (Non - refundable)	<b>Bid Processing Fee (Non-refundable):</b> INR 11,800/- (Eleven Thousand Eight Hundred Rupees Only, including GST)  The tender processing fees can be paid in the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State FiberNet Limited', payable at Vijayawada. Original DD must be submitted in APSFL office at Tadepalle before bid submission date.

<p><b>16.</b></p>	<p>Bid Security / EMD (Refundable / Convertible)</p>	<p><b>Bid Security / EMD (Refundable / Convertible): INR 26,25,000 (Rupees Twenty six lakhs twenty five thousand only)</b></p> <p>The EMD shall be payable in the form of Bank Guarantee issued by any of the Nationalized / Scheduled Commercial Banks in India drawn in favor of Andhra Pradesh State FiberNet Limited. Original EMD must be submitted in APSFL office at Tadepalle before bid submission date.</p> <p>EMD shall be exempted from the EMD shall be exempted from the Micro and Small Enterprises (MSEs) who have Registered with Udyam / NSIC and Start-ups Recognized by DPIIT, subject to production of aforesaid recognition/registration documents.</p> <p>Bid Security / EMD should be valid for a period of 180 (One Hundred and Eighty) days from bid submission Date. The bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of successful bidder furnishing the performance security.</p> <p>The EMD (bid security) of the unsuccessful bidder(s) will be discharged / returned as promptly as possible. No interest will be payable by APSFL on the amount of the EMD (Bid Security).</p>
<p><b>17.</b></p>	<p>Performance Security</p>	<p>Performance Security equivalent to 10% of the value specified in the Letter of Award (LoA) / Purchase Order (PO), shall be submitted and valid for 60 days beyond the date of completion date (including extension, if any) of the agreement/contract/scope of work.</p> <p>Performance Security shall be in the form of Bank Guarantee, issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Andhra Pradesh State FiberNet Limited, payable at Vijayawada.</p> <p>Name of the Beneficiary:  <b>ANDHRA PRADESH STATE FIBERNET LIMITED</b></p>

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		Bank Name: Union Bank of India Bank Account Number: 060611100003785 IFSC code: UBIN0806064 MICR Code: 520026016 Branch Code: 000606 Branch Name: Main Branch, RR Apparao Street, Vijayawada, Andhra Pradesh.
18.	For any enquiries and clarifications, please contact:	Andhra Pradesh State FiberNet Ltd, Infosight building, 2nd floor, NH-16 service road, Tadepalle, Guntur, AP-522501. Web address: <a href="http://www.apsfl.in">http://www.apsfl.in</a> <a href="mailto:apsfl@ap.gov.in">Email ID: apsfl@ap.gov.in;</a>
19.	Validity of the proposal	The proposal submitted by a bidder shall remain valid for a period of 180 days from the bid submission date.
20.	Nature of Bid Process	Two stages 1) Stage- I: Pre-Qualification Eligibility 2) Stage- II: Commercial Bid
21.	Method of Selection	As per RFP
22.	Tenure of Contract	For both Software and Hardware: Supply, Installation, Testing & Commissioning (SITC) within 60 days, followed by 1-year Warranty and 2-year AMC. The AMC may be further extended for an additional period of 2 years based on satisfactory performance and mutual agreement.

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

### 3. General Instructions to Bidder

#### 3.1 General

- The bidders are requested to examine the instructions, terms and conditions and specifications given in the RFP. Failure to furnish all required information in every respect will be at the bidder's risk and may result in the rejection of bid.
- It will be imperative for each bidder(s) to familiarize itself / themselves with the prevailing legal situations for the execution of contract. APSFL shall not entertain any request for clarification from the bidder regarding such legal aspects of submission of the bids.
- It will be the responsibility of the bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this RFP will be entertained by

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APSFL. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the bidder to appraise themselves.

- The bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the bid to cover all obligations under this RFP.
- It must be clearly understood that the terms and conditions and specifications are intended to be strictly enforced. No escalation of cost in the tender by the bidder will be permitted throughout the period of agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- The selected bidder shall be fully and completely responsible to APSFL for the successful execution of the work as per scope of this RFP.

### **3.2 Pre-Bid Queries**

APSFL may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of APSFL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to respond to queries which are received late. The responses to the queries shall be uploaded by way of hosting corrigenda/amendments/clarifications on the websites i.e. [www.apsfl.in](http://www.apsfl.in) in accordance with the respective clause no of the RFP.

All enquiries from the bidders relating to this RFP must be submitted to the Managing Director of the APSFL, Tadepalle, Guntur District, Andhra Pradesh. These queries should be e-mailed in non-editable format document to [apsfl@ap.gov.in](mailto:apsfl@ap.gov.in) . The queries should necessarily be submitted in the format as per the [Annexure-Q](#) of this RFP.

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

### **3.3 RFP Amendment**

APSFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by amendment. All the amendments made in the document would be published on [www.apsfl.in](http://www.apsfl.in). APSFL shall not be responsible if the Bidders do not get the individual intimations of such amendments. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking any updates. APSFL also reserves the rights to amend the dates mentioned in this RFP for bid process.

Before the closing of the RFP, APSFL may amend the RFP document as per requirements or wherever APSFL feels that such amendments are necessary.

Amendments also may be given in response to the queries by the prospective bidders. Such amendments will be notified in the websites mentioned in the RFP schedule. APSFL

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at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

APSFL is not responsible for any misinterpretation of the provisions of this RFP document on account of the bidder's failure to update the bid documents on changes announced through the website.

### **3.4 Earnest Money Deposit (EMD)**

- Bidders shall submit an EMD as per the Key Events & Dates along with their Bids.
- The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- 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.
  - In case the bidder does not tender for the work, after submission of Tender fees or EMD.
- EMD shall be exempted for the Micro and Small Enterprises (MSEs) who have been Registered with Udyam / NSIC and Start-ups Recognized by DPIIT, subject to production of aforesaid recognition/registration documents.

### **3.5 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. Plans for provision of contingent support to project and replacement service provider for a reasonable period after transfer.
  - iii. Exit Management Plan in case of normal termination of contract period.
  - iv. Exit Management Plan in case of any eventuality due to which project is terminated before the contract period.
  - v. Exit Management Plan in case of termination of service provider.
- (b) Exit management plan at the minimum adheres to:

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- i. Three (3) months of the support to replacement service provider post termination of contract.
  - ii. Complete handover of the reports, documents and other relevant items to the replacement service provider/Authority.
  - iii. Certificate of acceptance from authorized representative of replacement service provider issued on successful completion of handover and knowledge transfer.
  - iv. Tentative exit management schedule/matrix shall be shared with the successful bidder.
- (c) Each exit management Plan shall be presented by the service provider to and approved by the Managing Director, APSFL or its nominated agencies.
- (d) In the event of termination or expiry of contract, project implementation, or service level monitoring, both service provider and Authority shall comply with the exit management plan, and payment shall be made by APSFL only for the work done prior to termination notice, upon successful acceptance by Third Party Auditor (TPA) / any service provider / and personnel as appointed by APSFL.

During the exit management period, the service provider shall use its best efforts to deliver the services.

### **3.6 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.

### **3.7 Site Visit**

The Bidder may, at its own discretion, visit APSFL Head Office and the Network Operations Centre (NOC), for better understanding of the existing infrastructure, systems, and project requirements, subject to prior written approval from APSFL.

Any request for site visit or clarification shall be submitted in advance to APSFL through the designated communication channel. APSFL may facilitate such visits based on operational feasibility.

All costs and expenses incurred for such visits shall be borne solely by the Bidder. APSFL shall not be responsible for any expenses or liabilities arising out of such visits.

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### **3.8 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 bid. All proposals and accompanying documentation will become the property of APSFL.

### **3.9 Bid Prices**

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

### **3.10 Bidder Representative**

All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be signed by the authorised signatory of the bidders.

### **3.11 Bid Validity**

The proposals shall be valid for a period of 180 days from the date of submission of Bids. On completion of the validity period, unless the bidder withdraws proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws proposal. If required, beyond 180 days, the bidder may be asked to extend the bid validity, on its consent.

### **3.12 Documents comprising the Bids**

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

Bidders shall prepare the following separate sealed envelopes:

#### **Envelope 1 – Pre-Qualification Bid**

Superscribed as:

**“Envelope 1 – “PQ bid folder – [Tender Name/No.] – [Bidder Name]”**

This envelope should contain the following:

If the following documents are not found in the “PQ bid folder”, the bid shall be considered as non-responsive and shall be summarily rejected.

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- Original Earnest Money Deposit (EMD) document.
- All documents pertaining to [Section 9.1](#) Pre-Qualification criteria
- All pages of bid are numbered, signed by authorized signatory and bids are sealed properly.
- A valid registration certificate issued by Udyam or NSIC recognized by DPIIT. (if EMD payment exemption is claimed by the bidder).
- Bidder shall also submit the following annexures in the “PQ” bid folder

1.	<a href="#">Annexure A</a>	Application Form
2.	<a href="#">Annexure B</a>	Profile of Bidder/ Partners
3.	<a href="#">Annexure C</a>	Declaration of Acceptance of Terms and Conditions in the RFP
4.	<a href="#">Annexure D</a>	Undertaking on SoW Compliance and Unconditional Acceptance
5.	<a href="#">Annexure E</a>	Pre-Qualification Compliance Documents
6.	<a href="#">Annexure F</a>	Financial Turnover and Net worth of the bidder
7.	<a href="#">Annexure G</a>	Format for Past experience of the bidder
8.	<a href="#">Annexure H</a>	Declaration regarding Clean track record
9.	<a href="#">Annexure I</a>	Declaration on relatives
10.	<a href="#">Annexure J</a>	Board Resolution
11.	<a href="#">Annexure K</a>	Document verification certificate
12.	<a href="#">Annexure L</a>	Bank Guarantee (BG) format (Bid Security)
13.	<a href="#">Annexure M</a>	Declaration/undertaking confirming GST registration in Andhra Pradesh
14.	<a href="#">Annexure R</a>	Power of Attorney
15.	<a href="#">Annexure S</a>	Non-Termination and Compliance self-declaration.
16.	<a href="#">Annexure T</a>	Manufacturer Authorization Form (MAF) from OEM must be submitted
17.	<a href="#">Annexure U</a>	Format for Authorization Letter from OEM (Software / Middleware / DRM)
18.	<a href="#">Annexure V</a>	Regulatory Compliance Declaration (On Bidder’s Letterhead)

#### **Envelope 2 – Financial Bid**

Superscribed as:

**“Envelope 2 – “Financial bid folder – [Tender Name/No.] – [Bidder Name]”**

This envelope should contain the following:

If the following documents are not found in the “Financial bid folder”, the bid shall be considered as non-responsive and shall be summarily rejected.

- [Annexure-N](#) – Commercial bid Cost Components

#### **Outer Envelope – Final submission Package:**

**Place both Envelope 1 (Pre-Qualification Bid) and Envelope 2 (Financial Bid) in a larger sealed envelope, superscribed as:**

**“Bid for [Tender Name/No.] – [Bidder Name]”**

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The outer envelope should mention:

- Name and full address of the bidder
- Contact details (Phone number and email address)
- Addressed to:  
**The Managing Director,**  
Andhra Pradesh State FiberNet Limited (APSFL),  
Infosight building, 2nd floor,  
NH-16 service road,  
Tadepalle, Guntur,  
Andhra Pradesh-522501.

### **3.13 Modification and Withdrawal**

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

### **3.14 Opening of Bids**

**Pre-Qualification Bids** will be opened first on the scheduled date and time in the presence of the bidders or their authorized representatives.

**Financial Bids** of bidders who are qualified in Pre-Qualification eligibility will be opened at a later date, which will be communicated accordingly.

### **3.15 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 fulfil all the Pre-Qualification conditions mentioned in the RFP. The technical committee will examine the correctness of bids to determine whether they are complete, whether the bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the bids are generally in order.
- c. Bids of bidders whose Pre-Qualification proposal does not meet the set criteria shall be rejected forthwith.

### **3.16 Bids not considered for evaluation**

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

### **3.17 Pre-Qualification**

The Pre-Qualification evaluation shall be done as mentioned in this RFP.

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### **3.18 Award Criteria**

The Authority will open the Price Bids of the bidders who have met the conditions as per the Pre-Qualification criteria in this RFP and finalize the successful (L1) bidder.

### **3.19 Rectification of Errors**

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

### **3.20 Contacting APSFL**

Any effort by a bidder to influence the Technical evaluation process / Technical committee in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidder's bid and forfeiture of bid security.

### **3.21 APSFL's right to vary Scope of Work**

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

### **3.22 APSFL's right to Accept / Reject**

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

### **3.23 Signing of Agreement**

The signing of agreement for the project is as follows:

APSFL notifies the successful bidder that its proposal has been accepted and issues a Letter of Award (LoA). Following such notification, APSFL enters into an agreement within 30 days with the successful bidder in accordance with the terms of the RFP. The execution and signing of the agreement by both parties constitutes the formation of a contract for the project.

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### **3.24 Discharge of Bid Security (EMD)**

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

### **3.25 Expenses for the Agreement**

The incidental expenses of execution of agreement shall be borne by the successful bidder.

### **3.26 Failure to abide by the Agreement**

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

### **3.27 Performance Security**

- a. The successful bidder shall have to submit a Performance Security within 15 days from the date of issuance of Letter of Award (LOA)/ Purchase Order (PO) . However, a penal interest of 15% per annum shall be charged for the delay beyond 15 days, i.e. from 16<sup>th</sup> day after the date of issue of LOA. In case the bidder fails to submit the requisite Performance Security even after 30 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed bidder shall be debarred from participating in re-tender for that work.
- b. The Performance Security shall be submitted by the successful bidder after the LOA has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days after the issue of LOA and the Performance Security shall also be submitted within this time limit. This Performance Security shall be initially valid 60 days beyond the project completion date. In case, the time limit for completion of agreement gets extended, the contractor shall get the validity of Performance Security extended to 60 days beyond the extended/new project completion date.
- c. The contractor shall, as and when required, and at a rate as stipulated in the key events, submit a revised Performance Bank Guarantee to cover any increase in the agreement value beyond 5% of the original agreement value. Also, to reinstate the requisite PBG values, if any deductions are made on account of default/failure of discharging the contractual obligations.
- d. The Performance Security shall be released after the completion of the agreement time and agreed scope of work, based on the 'completion certificate' issued by the Competent Authority stating that the bidder has completed the scope work in all respects satisfactorily.

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- e. Whenever the contract is terminated, the security deposit shall be forfeited, and the Performance Security be encashed. The balance scope work shall be executed independently without risk and cost to the APSFL, and all such costs shall be deducted from the PBG. The failed bidder shall be debarred from participating in all future tenders. 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 all future tenders.
- f. The Bank Guarantee should be from a Nationalized/Scheduled Commercial Bank acceptable to APSFL, in the format prescribed in [Annexure-O](#) of this RFP, payable on demand, for the due performance and fulfilment of the agreement by the bidder.
- g. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Security shall be borne by the Bidder. The Performance Security shall be valid for 60 days beyond the project completion date as per RFP. However, no interest shall be payable on Performance Bank Guarantee.

### **3.28 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:
  - Proposal not submitted in accordance with the procedure and formats prescribed in this document.
  - 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.
  - The bidder proposing a “Conditional-Proposal”.
  - Proposal is received in an incomplete form.
  - Proposal is not accompanied by all the requisite documents.
  - Information submitted in 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.
  - Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the bid process.
  - 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.
  - Bidder fails to deposit the Performance Security prior to signing of the agreement or fails to conclude an agreement within 30 days of the date of issuance of LOA or within such extended period, as may be specified by APSFL.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to APSFL’s knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of

the RFPs floated by APSFL and their EMD shall be forfeited.

- c. Prevention of collusion of vendor with a view to prevent collusion or the formation into a ring by vendor / bidder, the following are issued:
- Tender schedules shall be issued till a date prior to the last date of submission of tenders.
  - Once a bidder buys a tender schedule, he shall not be permitted to return the schedule.
  - Subsequent to issuance of the Letter of Award (LoA) to the selected agency, in the event the selected agency fails to submit the Performance Bank Guarantee (PBG), does not commence the work, or is found to have absconded or become unreachable, the Earnest Money Deposit (EMD) shall be forfeited.
- d. APSFL will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract.

### **3.29 Termination of Contract**

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

#### **3.29.1 Termination for default**

APSFL, without prejudice to any other remedy for breach of the agreement, may terminate this agreement in whole or in part by giving 30 days advance notice, which shall be co-terminus with the cure period; if the agency fails to deliver any or all of services within the period(s) specified in the agreement, or within any extension thereof granted by the APSFL or fails to perform any other significant obligations(s) under this agreement, provided APSFL has given a cure period of 30 days to agency to rectify such failure or breach and agency has failed to rectify such breach or failure within such cure period. Upon such termination, APSFL shall pay agency for the services successfully performed till the effective date of termination.

In the event APSFL terminates the agreement in whole or in part, the APSFL may procure, upon such terms and in such manner as it seems appropriate, services like those undelivered, and the agency shall be liable to the APSFL for any excess prices for those similar services. However, the agency shall continue performance of the agreement to the extent not terminated.

#### **3.29.2 Termination for Insolvency**

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

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thereafter to APSFL.

### **3.29.3 Termination for Convenience**

APSFL may, at its sole discretion, terminate the contract, in whole or in part, at any time for its convenience by providing thirty (30) days prior written notice to the agency. The notice of termination shall specify that the termination is for APSFL's convenience, the extent to which the performance of work under the contract is terminated, and the effective date of such termination.

Upon termination, the agency shall discontinue the work to the extent specified in the notice and shall be entitled to payment for the services satisfactorily performed up to the effective date of termination, subject to verification and acceptance by APSFL. No additional claims or compensation shall be admissible beyond the payment for the work completed up to the date of termination.

### **3.30 Execution of Contract / Agreement**

The successful bidder should nominate and intimate APSFL, a Single Point of Contact (SPOC) who is fully familiarized with the RFP conditions, scope of work and deliverables who should be responsible for effective delivery of work complying with all the terms and conditions.

### **3.31 Resolution of disputes**

APSFL and the agency shall make every effort to resolve issues amicably by direct informal negotiation in case of any disagreement or dispute arising between them under or in connection with the agreement.

If the dispute is not resolved amicably within 30 days, the same shall be referred to arbitration as per [Clause 3.35](#).

The language of the arbitration shall be English. The parties shall keep the arbitration confidential and not disclose to any person, other than those necessary to the proceedings, any information, transcripts or award unless required to do so by law. The decision of the arbitrator shall be final and binding on all the parties.

### **3.32 Extra / new item**

Extra items of work shall not vitiate the contract. The reimbursement for extra items shall be validated by the APSFL / any agency appointed by APSFL and shall be cleared by the Authority. The contractor shall be bound to execute extra items of work as directed by the Authority. The rates for extra items shall be worked out based on the unit rates quoted by the bidder in price bid/ as per mutually agreed terms and conditions. For new items which are beyond the scope of the BoQ, the APSFL / any agency appointed by APSFL or any authorized official / agency shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and work contingencies.

### **3.33 Liquidated Damages (LD)**

Liquidated Damages will be levied as per the penalty and payment schedule subject to a maximum of 10% of the total value of the contract for non-fulfilment of agreed scope of work. Any delay due to the Force Majeure conditions or delay not attributable to the successful bidder will be exempted.

In the event of failure by the successful bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the action(s) given below:

- Extension of time may be permitted to complete the scope of work.
- Additional resources will be requested for speeding up the work.
- Liquidated Damages will be levied.
- Contract with the successful bidder may be terminated as per the termination clause.
- Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

### **3.34 Force Majeure**

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

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

### **3.35 Arbitration**

In the event of a dispute, the parties shall jointly approach the Indian Council of Arbitration (ICA) / Andhra Pradesh Arbitration Centre for appointment of a sole arbitrator. If the parties fail to agree within 30 days, either party may approach the competent civil court for appointment under the Arbitration and Conciliation Act, 1996." This ensures enforceability of any future award.

### **3.36 Extension of time in contracts**

Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as

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may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses.

### **3.36.1 Extension due to modification**

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

### **3.36.2 Extension for delay not due to APSFL or agency**

If in the opinion of APSFL, the progress of work has any time been delayed by any act or neglect of APSFL employees or by other contractor employed by the APSFL or in executing the work not forming part of the contract but on which agency's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the agency's own default etc. or by the delay authorized by APSFL pending arbitration or in consequences of the agency not having received in due time necessary instructions from the APSFL for which he shall have specially applied in writing to the APSFL within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonable required of him to the satisfaction of APSFL to proceed with the works. The agency may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. APSFL on receipt of such request from the agency shall consider the same and shall grant such extension of time as in its opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

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

### **3.36.3 Extension for delay due to APSFL**

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

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#### **3.36.4 Extension of time for delay due to agency**

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

For the purpose of this clause, the contract value of the service/work shall be taken as value of service/work as per contract including any supplementary work order/contract issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 10% of the total value of the contract.

Further Competent Authority while granting extension to the currency of contract may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, if that the APSFL is not satisfied that the works can be completed by the agency and in the event of failure on the part aforesaid, APSFL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the agency's security deposit and rescind the contract, whether or not actual damage is caused by such default.

#### **4. Project Scope**

The Bidder shall provide Middleware, DRM, and other allied software & Hardware for IPTV, OTT, G2C, and VAS service delivery over the APSFL network infrastructure. The Middleware and DRM backend server software shall be installed at the APSFL Network Operations Centre (NOC), Visakhapatnam, and shall be integrated with the APSFL headend comprising Media Kind encoders, WiSi scramblers for multicast-based delivery of linear IPTV services and other NOC components such as BSS and core switches. The Bidder shall propose a detailed solution along with a BoM/BoQ for delivering linear IPTV services over both unicast and multicast, using the headend video source available at the NOC.

The selected agency shall provide an end-to-end software solution along with suitable hardware for the smooth delivery of IPTV/OTT/G2C/VAS services, together with associated management, support, and maintenance.

The software solution provided by the agency shall enable the delivery of Value-Added Services (VAS) and Over-the-Top services (OTT) over the APSFL network on a non-discriminatory basis.

#### 4.1 Services in Scope

The detailed proposal shall address delivery of the following services

- i. The selected bidder shall study and fully understand the existing architecture and system landscape and, based on this assessment, prepare and submit detailed High-Level Design (HLD) and Low-Level Design (LLD) documents for APSFL review and approval. Implementation activities shall commence only after formal sign-off of the HLD and LLD. The bidder shall then proceed with configuration, development, integration with existing systems, and end-to-end testing, including support for User Acceptance Testing (UAT). The scope also includes production deployment (go-live), stabilization support, and formal handover with complete technical documentation and knowledge transfer to the APSFL operations team.
- ii. Existing IPTV customers: Solution to support IPTV and VAS services on the existing Android-based STBs (Android v4 to 5.2) over multicast for 4 lakh devices, which shall form part of the consolidated price bid for this RFP. The bidder must ensure that these 4 Lakh licenses are transferred to new Android-based STBs (Android v14+), as and when the old hardware functionality fails.
- iii. New IPTV customers: Solution to support IPTV and VAS services on the new Android-based STBs (Android v14+) over multicast.
- iv. Hardware: Solution to support IPTV and VAS services for a total capacity of 20 Lakhs devices (15 Lakhs of Multicast devices and 5 lakhs of Unicast users) along with BOM/BOQ for the required hardware, which shall form part of the consolidated price bid for this RFP.
- v. The solution shall use the APSFL headend to implement IPTV services (up to 500 channels) for delivery over multicast and unicast. Unicast transmission shall support at least two (2) bitrates in HLS and MPEG-DASH, encoded in H.264 and/or H.265.
- vi. For the unicast-based solution, the BoM/BoQ shall include all software and hardware required for implementation, including the encoder, packager, DRM, origin and CDN edge solution, and any associated network infrastructure.
- vii. Rate Contract: Solution to support IPTV and VAS services on the new Android-based STBs (Android v14+) over multicast for 1 lakh devices, which shall form part of the consolidated price bid for this RFP.
- viii. Rate Contract: Solution to support IPTV and VAS services in Unicast for 1 lakh users, which shall form part of the consolidated price bid for this RFP.
- ix. OTT Services: Solution to integrate subscription management, deep content integration of video and metadata, and single sign-on with OTT platforms and service based on requirements of APSFL.
- x. G2C Services: Solution framework to integrate G2C services on both backend and frontend.

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- xi. VoD Services: Solution to compress, encrypt, and stream video files for delivery on the APSFL network using MPEG-DASH and HLS.
- xii. The bidder shall be responsible for updating the APSFL home page whenever required by the Authority, without any additional commercial implications.
- xiii. The bidder shall be responsible for updating and maintaining the APSFL home page, including content updates, layout modifications, and design enhancements as required by APSFL from time to time. The bidder shall also provide design suggestions and improvements aligned with APSFL's branding and user experience requirements. All such activities shall be carried out without any additional commercial implications during the contract period.
- xiv. The proposed Software solution shall fully support and comply with the transmission, processing, monitoring, and management of both Broadcaster Live TV channels and Local Channels, with a minimum system capacity to support at least 1500 channels simultaneously.
- xv. The bidder shall implement customised UI for CPE (STB/TV/Mobile) as per APSFL requirements.
- xvi. The unicast IPTV solution shall be restricted exclusively to the APSFL managed network and shall not utilize the public internet or third-party CDNs except with prior written approval from APSFL, with appropriate controls to ensure network-level access restriction, security, and service quality.

## **5. Functional Requirements Specifications**

### **5.1 New IPTV Platform - Middleware**

- i. The IPTV platform shall be a multi-device, multi-platform solution covering not only STBs but also Smart TVs and mobile devices.
- ii. The platform shall standardise the UI/UX to deliver a consistent experience across all CPE platforms.
- iii. The platform shall manage the lifecycle of the application software on all devices through an OTA server or via the relevant application store of the platform.
- iv. The platform shall manage a closed app store wherever a platform-specific app store is not available with opening available or vender provided app .APK File(s).
- v. The platform shall manage EPG and metadata for both linear and VoD assets (rich EPG & VOD Meta data will be provided by APSFL/Content Vendor).
- vi. The platform shall be capable of categorising video assets (linear and VoD) by genre and language.
- vii. The video asset display order and LCN order shall be controlled based on partner configuration.

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- viii. The platform shall ensure fast channel switching (zap time) as follows
  - Multicast (Live TV):  $\leq 1.5$  seconds
  - Unicast Streaming:  $\leq 3$  seconds
- ix. The platform shall provide an interactive layer enabling users to enter information and retrieve information in return via 3rd party integration (e.g., examination results).
- x. The platform shall integrate with payment gateways so that users can purchase services directly from middleware screens (including payment-gateway QR presentation).
- xi. The platform shall provide business reports on partner performance, with filters by date, package, subscriber status, demography, channel, and CPE platform.
- xii. The platform shall display personalised subscriber details, including unique subscriber ID, registered contact details, subscribed packages, expiry dates, and hardware details.
- xiii. The platform shall provide basic diagnostic tools for connectivity issues with the platform, as well as video-related information.
- xiv. The platform shall allow users to self-serve from the middleware screen for issue reporting, subscription management, and similar tasks.
- xv. The platform shall be able to bundle VAS, OTT, G2C, and other services such as gaming into the subscriber plan.
- xvi. The frontend application across all CPE should support voice integration for search (if hardware support available).
- xvii. The backend platform should support role-based access control and follow the hierarchy of APSFL, MSO, LCO subscriber.
- xviii. The platform should support branding at different levels like MSO/LCO for welcome screen, logo, watermark, and background theme color.
- xix. The platform shall support analytics on linear channels, VoD, and other application usage, with filters by date, package, subscriber, demography, channel, partner, duration, and CPE platform.
- xx. The platform shall be capable of reporting the total number of CPE units by platform, app version, and firmware version.
- xxi. The platform shall support reports on advertisement impressions, surveys, and polling, with filters by date, package, subscriber, demography, partner, channel, and CPE platform.
- xxii. The platform shall provide configurable error codes on the user application interface to clearly distinguish the reasons for service limitations.
- xxiii. The Middleware platform shall be hosted on APSFL premises only.

## **5.2 New IPTV Platform – DRM**

- i. For the multicast-based solution, the Bidder shall integrate deploy a new DRM solution that uses the existing APSFL headend infrastructure.
- ii. For the unicast-based solution, the Bidder shall integrate deploy a new DRM solution that uses the existing APSFL headend infrastructure.
- iii. The overall solution shall be compliant with TRAI security & Audit requirements.
- iv. The solution shall be compliant with TRAI report and log requirements.
- v. The solution shall provide inventory management for blacklisting and whitelisting of all CPE units using a unique identifier.
- vi. The inventory module shall manage stock, support bulk upload, and track type and make. It shall also support stock transfer and fault-status management.
- vii. The DRM shall provide an interface to create or edit a linear TV service and update the same in the APSFL SMS/BSS via API and vice versa on the fly. Each service shall be tagged by broadcaster to enable broadcaster-wise report collation.
- viii. The DRM solution shall support package management. A DRM package may comprise linear TV and VoD assets for example, base, add-on, and à-la-carte packages. A subscriber must hold an active base pack with a valid time range in order to avail add-on or à-la-carte plans. The solution shall support both auto-renewal and advance renewal.
- ix. The DRM shall allow automatic association of local channels (ingested in RTMP or UDP) with active subscribers in the relevant region or partner area.
- x. The DRM shall support both prepaid and postpaid activation and deactivation.
- xi. The DRM shall support API-based integration with the APSFL BSS/SMS, in real time, for all TRAI requirements and any other integrations.
- xii. The DRM for Multicast & Unicast shall be hosted on APSFL premises only.

## **5.3 VAS Platform**

- i. The platform UI shall provide space for interactive or static image advertisements on every screen other than full-screen video. Static image advertisement space shall also be available on the information bar overlaid on full-screen video. The platform shall support static image advertisements, video advertisements, and interactive advertisements. The platform framework shall support integration with third-party ad networks (for example, Google Ads) or direct advertisement supports in middleware s/w, where APSFL should have option to upload and schedule ads. Advertisements shall be targetable by subscriber, partner, demography, and CPE platform.
- ii. Notifications to subscribers' screens — text or images.

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- iii. Ability to conduct surveys for a specific subscriber, platform, partner, or region through the middleware application.
- iv. Ability to conduct polling for a specific subscriber, platform, partner, or region through the middleware application.
- v. Management of a closed app store for AOSP devices with help of openly available or 3rd Party Vendor provided App build(.APK).
- vi. Review and ratings management.
- vii. User profile and recommendations management.

#### **5.4 G2C Services**

- i. The platform shall support integration of Government-to-Citizen (G2C) services on both backend and frontend (STB/TV/Mobile).
- ii. Integration shall be enabled through secure APIs with Government systems and departmental servers.
- iii. The Middleware shall provide a flexible framework for on boarding new government services without major changes.
- iv. A dedicated G2C section shall be available on UI with remote-based navigation and multilingual support.
- v. Services such as Utility payments (Electricity, Water, Property Tax,) Tele Medicine and other services.
- vi. The platform shall support payment gateway integration, notifications, and real-time service access.
- vii. All integrations shall comply with security, data privacy, and audit requirements.

#### **5.5 UAT / Testing & Deployment Requirements**

- i. The vendor shall provide a dedicated UAT (User Acceptance Testing) / Test environment for Compliance validation with DoT / TRAI regulations and Testing of new features, enhancements, and integrations
- ii. All new developments, change requests, and enhancements from APSFL shall be initially deployed and validated in UAT environment and undergo functional, performance, and compliance testing.
- iii. The changes shall be migrated to Production (Live system) through a defined approval and change management process.

#### **5.6 Local Channels**

- i. The proposed Software solution shall fully support and comply with transmission and management of both District-level (Region-wise) and MSO-level (Partner Area-wise) local channels, including channels ingested through RTMP and/or UDP streams. The system shall support region-based and partner/MSO-specific channel

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mapping and authorization, ensuring that local channels are accessible only to active subscribers belonging to the respective district, region, or partner area.

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## 6. Deliverables of the Service Provider /Agency

All deliverables shall be submitted to APSFL as per below matrix for review and approval. Payments shall be linked to acceptance of deliverables and compliance with defined milestones and SLA requirements.

S. No.	Deliverable Category	Scope of Deliverables
1	Architecture & Design	Study of existing system, submission of HLD & LLD, capacity planning and architecture design.
2	Supply & Deployment	Middleware, DRM, servers, CDN components, and associated hardware/software deployment
3	Application Development	STB application, Smart TV (Android TV) application, and mobile/hybrid applications, unicast application.
4	GUI / UX	Customized APSFL-branded user interface across all platforms
5	Integration	Integration with APSFL BSS/SMS, payment systems, OTT platforms, and headend systems
6	Streaming Functionality	Implementation of IPTV streaming (multicast and unicast)
7	DRM Implementation	Deployment of DRM systems for STB and application platforms with BSS integration
8	Content Management	EPG integration, metadata handling, and VoD content management
9	Testing & Validation	SIT, UAT support, performance testing, and device compatibility validation
10	Go-Live & Commissioning	Production rollout and acceptance certification
11	Stabilization	Post Go-Live support and performance stabilization
12	Operations & Maintenance	24x7 support, monitoring, SLA compliance, and AMC services
13	Training	Training of APSFL personnel and knowledge transfer and Online training Modules (for APSFL Technical team, LCO, Customers, etc.)
14	Security & Compliance	Compliance with regulatory and security requirements
15	Analytics & Reporting	Reports and dashboards for operations, subscribers, as per Regulatory and APSFL requirements
16	Migration	Migration support for existing subscribers without service disruption
17	CPE / Client Applications	IPTV STB client software that shall be provided to CPE vendors to integrate during bootup.

## 7. Technical Specifications: CPE / Client Applications

This section defines the minimum technical requirements for the client applications across all supported CPE platforms. The Bidder shall comply with the general CPE requirements in Section 7.1 and the platform-specific requirements in Sections 7.1 to 7.7. Any deviation shall be explicitly called out in a deviation matrix submitted with the proposal.

### 7.1 General CPE Requirements (applicable to all platforms)

S. No.	Parameter	Specification / Requirement
1.	<b>Supported CPE platforms</b>	AOSP STB, Android TV (ATV), LG webOS, Samsung Tizen OS, Apple iOS, and Amazon Fire OS, Google TV.
2.	<b>Streaming protocols</b>	HLS (RFC 8216) and MPEG-DASH (ISO/IEC 23009-1), with adaptive bitrate. Multicast UDP for linear over managed network.
3.	<b>Video codecs</b>	H.264/AVC (mandatory), H.265/HEVC (mandatory). AV1 support desirable.
4.	<b>Audio codecs</b>	AAC-LC, HE-AAC, AC-3, E-AC-3.
5.	<b>Player engine</b>	ExoPlayer (Android family), Media Player or Similar (ASOP), AVPlayer (Apple), Shaka Player or platform-native players (webOS, Tizen). Bidder shall declare the player and version per platform.
6.	<b>EPG / metadata</b>	Conformant EPG ingest from APSFL feed; client refresh interval shall be configurable; offline EPG cache for at least 48 hours.
7.	<b>Application update</b>	Forced and optional update flows; staged rollout (canary → percentage → full); rollback to previous version on failed update.
8.	<b>Diagnostics</b>	On-device log capture, network diagnostics, and a one-click “share diagnostics with support” function that uploads anonymized logs to the backend.
9.	<b>Localization</b>	English and Telugu at minimum on all CPE platforms; framework shall support adding further Indian languages without code changes.
10.	<b>Telemetry</b>	Standard set of events: app open, channel tune, tune-time, buffer events, error events, ad impression, VoD play, VoD seek, app crash. All telemetry shall be opt-in compliant with the DPDP Act, 2023.

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S. No.	Parameter	Specification / Requirement
11.	<b>Security</b>	TLS 1.2+ for all backend traffic, certificate pinning where the platform permits, secure storage of tokens (Keystore / Keychain / encrypted preferences). Root / jailbreak detection on supported platforms.
12.	<b>Crash reporting</b>	Crash and ANR (Android) / hang (iOS) reporting integrated; symbolicated stack traces stored on the backend.
13.	<b>Branding</b>	All client applications shall be APSFL-branded with configurable theme assets, logos, and color tokens managed centrally from the backend.

## 7.2 AOSP Set-Top Box (STB)

S. No.	Parameter	Specification / Requirement
1.	<b>Target devices</b>	APSFL-supplied AOSP STBs (legacy: Android v4.x to 5.2 for the existing 4 lakh base; new: Android 9.0 and above).
2.	<b>Build flavor</b>	AOSP without GMS. Bidder shall not assume Play Services availability.
3.	<b>Launcher</b>	Custom APSFL launcher that replaces the boot loader Image and the default home screen, would be act as default application for the Box.
4.	<b>Player</b>	ExoPlayer (latest stable) with HLS, DASH, and Smooth Streaming modules; UDP/multicast plugin for legacy multicast playback.
5.	<b>DRM</b>	AES-128 Clear Keys or any TRAI recommended
6.	<b>App store</b>	APSFL closed app store managed by the platform; OTA APK distribution with signature verification.
7.	<b>OTA / firmware</b>	Bidder shall integrate with the device-side OTA agent supplied by the STB OEM and shall maintain a manifest for staged rollout.
8.	<b>Hardware decode</b>	Solution shall use hardware-accelerated decode for H.264 and H.265 wherever the SoC supports it.
9.	<b>Input</b>	Standard remote, IR, and Bluetooth remote support; keyboard/mouse where attached. Voice input from the remote, wherever supported.

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S. No.	Parameter	Specification / Requirement
10.	<b>Backwards compatibility</b>	Existing fleet (Android v4 to 5.2): the client APK shall remain functional with documented degradation in features that require newer Android APIs.

### 7.3 Android TV (ATV)

S. No.	Parameter	Specification / Requirement
1.	<b>Target Android TV version</b>	Android 10 (API 29) or later, Google-certified Android TV.
2.	<b>Distribution</b>	Google Play Store (Android TV channel) through Box Vendor GOTA Server for targeted private builds. The application shall support deployment on Google TV devices as part of the Android TV ecosystem, subject to applicable Google certification requirements. The solution shall be compatible with Google TV UI, content discovery framework, and Play Store policies
3.	<b>Player</b>	ExoPlayer / Media3 ExoPlayer latest Stable Version.
4.	<b>Voice / Assistant</b>	Google Assistant search integration for content discovery.
5.	<b>Casting</b>	Google Cast receiver compatibility for casting from companion mobile apps.
6.	<b>HDR</b>	HDR10 and Dolby Vision passthrough where the device supports it.
7.	<b>Recommendations</b>	Channel or VOD Recommendation Section in respective modules.

### 7.4 LG webOS

S. No.	Parameter	Specification / Requirement
1.	<b>Target webOS version</b>	webOS TV 7.0 or later.
2.	<b>Development framework</b>	Native or Hybrid web based webOS TV app stack; Bidder shall declare framework version.
3.	<b>Distribution</b>	LG Content Store / LG Seller Lounge.
4.	<b>Player</b>	Shaka Player or webOS native Media Player; HLS and DASH support.
5.	<b>Input</b>	Magic Remote (point-and-click), standard remote support.
6.	<b>HDR / audio</b>	HDR10, Dolby Vision (where supported), and Dolby

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S. No.	Parameter	Specification / Requirement
		Atmos passthrough.

#### 7.5 Samsung Tizen OS

S. No.	Parameter	Specification / Requirement
1.	<b>Target Tizen version</b>	Tizen 7.0 or later (Samsung Smart TV).
2.	<b>Development tooling</b>	Tizen Studio with Web App or .NET (TizenFX) framework; Bidder shall declare the chosen stack.
3.	<b>Distribution</b>	Samsung App Store (Smart Hub) or Samsung B2B/Hospitality channel for managed deployments where applicable.
4.	<b>Player</b>	Web Player or Tizen native Player with HLS and DASH; Bidder shall document supported manifest profiles.
5.	<b>HDR / audio</b>	HDR10+ and Dolby Atmos passthrough where the panel supports it.
6.	<b>Input</b>	Samsung Smart Remote and standard IR remote.

#### 7.6 Apple iOS

S. No.	Parameter	Specification / Requirement
1.	<b>Target iOS version</b>	iOS 15 or later.
2.	<b>Form factors</b>	Universal application: iPhone and iPad. Bidder shall use a single codebase where feasible (e.g., Swift / SwiftUI with platform-conditional layouts).
3.	<b>Distribution</b>	Apple App Store.
4.	<b>Player</b>	AVPlayer / AVFoundation with HLS as the primary streaming protocol.

#### 7.7 Amazon Fire OS

S. No.	Parameter	Specification / Requirement
1.	<b>Target Fire OS version</b>	Fire OS 7 (Android 9) or later; Fire TV Stick.
2.	<b>Distribution</b>	Amazon Appstore.

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3.	<b>Player</b>	ExoPlayer; Amazon-recommended player customizations for Fire TV remotes.
4.	<b>Voice / Alexa</b>	Alexa Video Skill API integration for voice-driven search and playback control.
5.	<b>Input</b>	Fire TV remote and standard Bluetooth controllers.
6.	<b>HDR</b>	HDR10 and Dolby Vision passthrough where the device supports it.

## 8. Technical Specifications — Backend Platform

This section defines the minimum technical requirements for the backend platform on which the Middleware, DRM, OTT, G2C, VAS, and analytics services are delivered. Bidders shall comply with each of the requirements in Sections 8.1 to 8.10. Any deviation shall be explicitly called out in the deviation matrix submitted with the proposal.

### 8.1 Architecture and Hosting

S. No.	Parameter	Specification / Requirement
1.	<b>Hosting location</b>	All production and non-production environments shall be hosted within APSFL premises (NOC, Visakhapatnam). No subscriber data shall traverse or rest outside India.
2.	<b>Architecture pattern</b>	Service-oriented or microservices-based architecture, with clear separation of concerns between Middleware, DRM, OTT integration, G2C integration, VAS, and analytics.
3.	<b>Statelessness</b>	All application services shall be stateless wherever feasible; session and cache state shall reside in dedicated stores (Redis or equivalent).
4.	<b>Service discovery</b>	DNS-based or service-mesh-based discovery; hard-coded IPs are not permitted.
5.	<b>Time synchronization</b>	All servers shall synchronize time via NTP to a stratum-2 or better source. Application timestamps shall be recorded in UTC with IST presented in the UI.

### 8.2 REST API Standards

All external and internal service interfaces shall be REST. No exceptions are permitted without prior written approval from APSFL.

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S. No.	Parameter	Specification / Requirement
1.	<b>API style</b>	REST only. SOAP, XML-RPC, and proprietary RPC protocols are not permitted for any external interface.
2.	<b>Transport</b>	HTTPS exclusively, TLS 1.2 or higher, with modern cipher suites (no RC4, no 3DES, no SHA-1 certificates).
3.	<b>Payload format</b>	JSON for request and response bodies; UTF-8 encoded. Content-Type and Accept headers shall be honoured.
4.	<b>Versioning</b>	URI-based versioning (e.g., /api/v1/, /api/v2/) shall be used. Breaking changes shall require a new major version. A version shall remain supported for at least twelve (12) months after the release of its successor.
5.	<b>HTTP semantics</b>	Standard verbs only — GET (safe and idempotent), POST (create), PUT (full replace, idempotent), PATCH (partial update), DELETE (idempotent). Standard response codes — 2xx success, 4xx client error, 5xx server error — with no overloaded use of 200 for failures.
6.	<b>Idempotency</b>	All write operations shall accept an Idempotency-Key request header; duplicate requests with the same key shall return the original result without re-executing the operation.
7.	<b>Pagination</b>	Cursor-based or page size pagination on all list endpoints; default page size shall not exceed 100 records, hard maximum 500.
8.	<b>Filtering / sorting</b>	Standardized query parameters.
9.	<b>Error format</b>	Single, consistent error envelope across the platform — for example: code, message}.
10.	<b>Correlation / tracing</b>	Every request shall carry an X-Correlation-Id header. If absent, the gateway shall generate one. The same correlation ID shall flow through all downstream calls and into log entries.
11.	<b>Rate limiting</b>	API gateway shall enforce per-client and per-endpoint rate limits, returning HTTP 429 with Retry-After when limits are breached.
12.	<b>Schema validation</b>	Request and response payloads shall be validated against the Open API schema at the gateway. Non-conformant payloads shall be rejected with HTTP 400.

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S. No.	Parameter	Specification / Requirement
13.	<b>Webhooks</b>	Outbound webhooks shall be supported for asynchronous events (e.g., subscription created, package activated, DRM license issued) with HMAC-signed payloads and at-least-once delivery semantics.

### 8.3 Authentication and Authorisation

S. No.	Parameter	Specification / Requirement
1.	<b>Identity standard</b>	OAuth 2.0 (RFC 6749) and OpenID Connect for end-user authentication. JWT (RFC 7519) for service-to-service tokens, with short-lived access tokens ( $\leq$ 15 minutes) and longer-lived refresh tokens.
2.	<b>MFA</b>	Multi-factor authentication mandatory for all administrative and operations users. TOTP (RFC 6238) at minimum; hardware keys (FIDO2/WebAuthn) supported for privileged users.
3.	<b>RBAC</b>	Role-based access control with the principle of least privilege. Role-permission matrix shall be documented and shall be modifiable without code changes.
4.	<b>API keys</b>	API key issuance, rotation, and revocation shall be self-service for authorized APSFL administrators. Keys shall be stored hashed at rest.
5.	<b>Session management</b>	Idle session timeout configurable; default 30 minutes for end users, 15 minutes for administrators. Forced logout on password change or role change.

### 8.4 Logging and Audit

Logging is a contractual deliverable, not an operational nicety. APSFL shall be able to retrieve, search, and export the full body of every API call along with its date-and-time stamp at any point during the contract.

S. No.	Parameter	Specification / Requirement
1.	<b>Coverage</b>	Every API call — inbound and outbound — shall produce a log entry.
2.	<b>Log fields (mandatory)</b>	Timestamp (ISO 8601, UTC, millisecond precision), service name, instance ID, log level, correlation ID, user

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S. No.	Parameter	Specification / Requirement
		ID or service account, source IP, HTTP method, request URI, response code, response latency (ms), and event message.
3.	<b>Request / response body</b>	Full request and response bodies shall be captured for every API call, with the option to enable or disable body capture per endpoint and per environment. Bodies shall be retained alongside the log entry and shall be downloadable together with the log.
4.	<b>PII handling</b>	Sensitive fields (passwords, OTPs, payment instruments, full card numbers, Aadhaar, biometric data) shall be masked or redacted before persistence. The masking rules shall be configurable and version controlled.
5.	<b>Log levels</b>	TRACE, DEBUG, INFO, WARN, ERROR, FATAL — runtime-configurable per service without restart.
6.	<b>Centralized aggregation</b>	All logs shall be shipped to a central log platform (ELK, OpenSearch, Loki, Splunk, or equivalent) within 60 seconds of the event. The Bidder shall declare the chosen stack.
7.	<b>Download / export</b>	Authorized users shall be able to download logs & Subscription reports for any selected date.
8.	<b>Retention</b>	Hot retention online and searchable for at least 90 days. Cold retention in immutable storage for at least 12 months, or the period mandated by TRAI — whichever is greater.
9.	<b>Audit trail (separate from technical logs)</b>	All administrative actions — user creation, role change, configuration change, package change, manual subscriber action — shall be recorded in a separate, append-only audit log retained for the contract duration plus 12 months.

### 8.5 Performance and SLAs

S. No.	Parameter	Specification / Requirement
--------	-----------	-----------------------------

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

1.	<b>Availability</b>	Platform-wide availability $\geq$ 99.9% measured monthly, excluding planned maintenance.
2.	<b>EPG refresh</b>	Updated EPG available to all clients within 60 minutes of source publish or Industry Standards.
3.	<b>Concurrent users</b>	Platform shall support all active subscribers concurrently
4.	<b>Capacity headroom</b>	All environments shall be sized to operate at no more than 60% of capacity at peak; auto-scaling shall handle the remainder.

### 8.6 Data Management

S. No.	Parameter	Specification / Requirement
1.	<b>Database</b>	Bidder shall declare the database technologies used (RDBMS, NoSQL, time-series, search). All shall support online backup, point-in-time recovery, and replication.
2.	<b>Backup</b>	Full daily backups, incremental every 6 hours. Backups encrypted and stored on separate infrastructure from primary.
3.	<b>Data retention</b>	Subscriber transactional data retained for the contract period plus 12 months. Logs and audit trails per Section 7.4.
4.	<b>Data residency</b>	All subscriber and operational data shall reside in India, on APSFL premises.
5.	<b>Data deletion</b>	Verifiable, auditable deletion of subscriber data on lawful request, in accordance with the DPDP Act 2023.

### 8.7 High Availability and Disaster Recovery

S. No.	Parameter	Specification / Requirement
1.	<b>High availability</b>	All production services shall run in active-active configuration across at least two failure domains within the APSFL NOC, with no single point of failure.
2.	<b>Load balancing</b>	Layer 4 and Layer 7 load balancing with health-aware

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		routing.
3.	<b>Disaster recovery</b>	Documented DR plan with a secondary site. DR drills conducted at least every six months with APSFL participation.

## 8.8 Integration

S. No.	Parameter	Specification / Requirement
1.	<b>BSS / SMS</b>	REST APIs only between Middleware/DRM and APSFL BSS/SMS, in real time, for subscriber lifecycle, package, and TRAI-mandated events.
2.	<b>Headend</b>	Standard interfaces (SCTE-35 markers, multicast UDP, RTMP/UDP ingest) with the existing APSFL headend (Media Kind encoders, WiSi scramblers).
3.	<b>OTT partners</b>	Subscription management, deep linking, and SSO with OTT services via OAuth 2.0 / OIDC.
4.	<b>G2C systems</b>	REST integration with G2C backends; data formats per the relevant G2C agency's specification.
5.	<b>Payment gateways</b>	Integration with payment gateways supporting UPI, cards, net banking, and wallet methods.
6.	<b>Messaging</b>	Asynchronous messaging via Apache Kafka or equivalent, for event-driven flows (e.g., billing events, telemetry, audit fan-out).
7.	<b>Outbound notifications</b>	SMS, email, and push notification gateways for subscriber communication wherever applicable.
8.	<b>NOC components</b>	Integration with NOC components on day 1 as necessary

## 8.9 IPv4 and IPv6 Compatibility

The proposed Hardware and Software solution shall fully support and comply with both IPv4 and IPv6 protocols, including dual-stack architecture. The bidder shall ensure that the complete system is designed, implemented, configured, and integrated to operate seamlessly in an IPv4/IPv6 dual-stack environment at the time of commissioning and testing. End-to-end validation for dual-stack functionality shall be demonstrated during UAT and final acceptance.

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The solution shall ensure seamless delivery of IPTV, OTT, and VOD services over both IPv4 and IPv6 networks without performance degradation and shall be compatible with APSFL's existing infrastructure.

#### **8.10 Hybrid and Unicast Application Requirements**

The proposed solution shall include application components supporting a hybrid delivery model across STB, mobile, and OTT platforms. The application shall use multicast for linear (Live TV) services within the APSFL managed network and unicast for value-added services such as video-on-demand (VOD), catch-up TV, time-shifted content, and approved OTT services. The application shall seamlessly switch between multicast and unicast delivery modes based on service type and network conditions without requiring user intervention, ensuring a consistent and uninterrupted user experience across both legacy and new CPE devices. The solution shall also support automatic fallback to unicast in case of multicast failure with minimal disruption.

The unicast application components shall support adaptive bitrate streaming protocols such as HLS and MPEG-DASH and shall operate within the APSFL managed network for IPTV services. Unicast delivery shall be restricted to approved use cases, including VOD, catch-up, and fallback scenarios, and shall not be used as the primary delivery mechanism for linear TV services except where explicitly approved by APSFL. The solution shall ensure DRM-based content protection, subscriber authentication, access control, and monitoring capabilities, and shall include complete application deliverables, OTA upgrade support, and required documentation, testing, and validation.

### **9. Bid Evaluation Criteria and Process**

#### **9.1 Pre-Qualification (PQ) Evaluation**

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

The Bidder/Consortium shall not be an Internet Service Provider (ISP), Multi System Operator (MSO), Distribution Platform Operator (DPO), or any entity directly providing competing retail broadband, IPTV, or cable TV services within APSFL's operational area in the State of Andhra Pradesh.

Note: Consortiums are eligible to bid for this project. However, Lead Bidder shall submit the offline bid.

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The following is the Pre-Qualification Criteria:

S. No.	Eligibility criteria	Documents required
1.	<p>The bidder/consortium can be either:</p> <p>a. A company (Private or Public) registered in India under the Companies Act, 1956 / 2013 /LLP Act 2008, or</p> <p>b. A registered partnership firm as per Indian Partnership Act 1932, or</p> <p>c. An LLP firm as per LLP act 2008 or</p> <p>d. Sole Proprietorship firm</p> <p>The bidder/consortium should be in operation for at least the last 3 years as on the date of bid submission in India.</p>	<p>Documents to be uploaded with the bid.</p> <p>1) Certificate of Incorporation 2) Memorandum of Association 3) Articles of Association</p> <p>Copies of</p> <p>1) Registration certificate 2) Deed of Partnership (duly notarized copy)</p> <p>Copies of</p> <p>1) Certificate of Incorporation 2) Deed of Partnership (duly notarized copy)</p> <p>A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern, and he/she is sole proprietor of the Concern.</p>
2.	<p>The bidder/consortium must have valid PAN, GST Registration of Andhra Pradesh</p>	<p>Copies of valid GST and PAN documents must be submitted, or Alternatively, a declaration/undertaking in <a href="#">Annexure-M</a> confirming that GST registration in Andhra Pradesh will be completed within three weeks from the date of issuance of the LOA.</p>
3.	<p>The average annual turnover of the Bidder/consortium in the financial years, FY 2022-23, FY 2023-24, FY 2024-25 should be at least INR 15,00,00,000/-. (Rupees Fifteen Crores)</p>	<p>Certificate from the Statutory Auditor of the Company mentioning year-wise annual turnover as per <a href="#">Annexure-F</a> in the RFP to be submitted.</p> <p><b>And</b></p> <p>Copy of audited Balance sheets, profit and loss statements highlighting the year-wise turnover should be submitted.</p>

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S. No.	Eligibility criteria	Documents required
4.	The Net Worth of the Bidder/consortium, for the financial years, FY 2022-2023, FY 2023-2024, FY 2024-25, should have the positive cash flows from operations in each of the three years.	Certificate from Statutory Auditor clearly stating the Net worth of the Bidder/consortium. <b>And</b> Copy of audited Balance sheets, profit and loss statement highlighting the year-wise turnover should be submitted, as per <a href="#">Annexure-F</a> in the RFP.
5.	The bidder/consortium must have successfully delivered operational IPTV middleware and DRM solutions on a live network in India, supporting multicast / unicast delivery.  The bidder/consortium should have experience of:  (i) At least one project with a minimum of 30,000 (Thirty Thousand) active subscribers, and  (ii) Cumulative experience of at least 1,00,000 (One Lakh) active subscribers across one or more projects, with continuous service for a period of not less than two years.	Copies of relevant purchase orders/Completion certificate as per <a href="#">Annexure-G</a> in the RFP.
6.	Bidder/consortium should not have been blacklisted / debarred by any central or state Govt. department or PSU as on the date of bid submission	Bidder/consortium should submit an undertaking, as per <a href="#">Annexure-H</a> of the RFP, that it has not been blacklisted/debarred by any Govt. department or any PSU in India as on bid submission date.  The bidder/consortium shall also submit relevant documents, if any, in case they have been blacklisted during the previous three (3) year by any govt. department or PSU in India.
7.	All documents in the proposed bid, shall be signed by an authorized signatory, in whose name the Power	Bidder/consortium shall submit Board Resolution, as mentioned in <a href="#">Annexure-J</a> of the RFP to be submitted.

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S. No.	Eligibility criteria	Documents required
	or Attorney / Board Resolution, should be duly issued.	For Sole Proprietorship firm, the Power of Attorney, as per <a href="#">Annexure-R</a> of the RFP to be submitted.
8.	Bidder/consortium shall share the Document Verification Certificate.	Certificate, on INR 100 non-Judicial Stamp Paper and duly notarized and Stamp, to be enclosed along with the bid documents (as per the format enclosed as per <a href="#">Annexure-K</a> in the RFP.
9.	Non-Termination and Compliance Certificate	The bidder/consortium shall submit self-declaration in the company letter head stating that their services are not terminated / no show cause notices were issued / not represented as defaulter in any form by any Govt organizations / Private organizations as on date of bid submission as per <a href="#">Annexure-S</a> in the RFP.
10.	The bidder /consortium shall be duly authorized by the respective OEM(s) / Original Software Developer(s) for the proposed solution, including both Hardware and Software components (Middleware, DRM, and allied applications).	The bidder /consortium shall submit: (i) Manufacturer Authorization Form (MAF) from OEM(s) for all proposed Hardware components, as per Annexure-T, and (ii) Authorization Letter (PAL) from OEM(s) / Original Software Developer(s) for Software components including Middleware, DRM, and allied software, as per Annexure-U.
11.	The bidder/consortium shall ensure that the proposed solution complies with applicable regulatory guidelines of DoT, TRAI, and MIB, as relevant to IPTV/OTT service delivery.	The bidder/consortium shall submit a self-declaration (on bidder/consortium letter head) confirming such compliance, as per Annexure V

**Note:**

- a. Consortium shall be maximum of two members (Lead bidder +Consortium members).
- b. Copies of valid GST and PAN documents must be submitted, or alternatively, a declaration/undertaking confirming that GST registration in Andhra Pradesh will be completed within three weeks from the date of issuance of the LOA as per Annexure-

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M. APSFL will be entitled to cancel the LoA/contract and forfeit the EMD if the selected agency fails to furnish proof of AP GSTIN within 3 weeks from the date of issuance of LOA.

- c. Only the bids of those bidders, who submit the prescribed bid-processing fee and EMD, shall be considered for evaluation. The bids not accompanied with a valid bid-processing fee and EMD as part of the proposal shall be summarily rejected.

**Post tender discussions at any cost and at any form will not be entertained.**

Proposals without necessary supporting documents or without meeting the prescribed qualification criteria will be treated as non-responsive and will not be considered for further evaluation.

**9.2 Commercial Evaluation Criteria**

- i. Financial bids submitted of only those bidders, who are qualified as per Pre-Qualification criteria are eligible for further evaluation.
- ii. All the Pre-Qualification qualified bidders shall be notified to participate in Commercial bid opening process.
- iii. 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.
- iv. The commercial bids for the Pre-Qualification qualified bidders shall be reviewed to determine whether the commercial bids are substantially responsive. The bids that are not substantially responsive are liable to be disqualified at tender inviting authority's discretion.
- v. Commercial bids that are not as per the provided format shall be liable for rejection.
- vi. In case of computation error in commercial forms, the Technical Evaluation Committee's decision in this regard shall be final and binding on all.
- vii. In the event of two or more bidders quoting the same least total (L1) value in the commercial bid format (Annexure-N), then in such case, the bidder with highest experience value will be considered as L1.

**9.3 Award Criteria**

The L1 bidder shall be eligible for award.

The selected bidder (L1) shall be required to successfully complete a Proof of Concept (PoC), as defined by APSFL, at APSFL NOC and at the bidder's cost, prior to issuance of the Letter of Award (LoA) and execution of the agreement. In the event that the L1 bidder fails to satisfactorily complete the PoC within the stipulated timelines, APSFL reserves the right to disqualify the L1 bidder and invite the L2 bidder to undertake the PoC, subject to matching the L1 quoted price and successful completion of the PoC.

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APSFL further reserves the right to call subsequent bidders in order of ranking under the same terms, at its sole discretion.

For the purpose of PoC, APSFL shall provide a limited number of existing CPE devices and the bidder shall arrange and demonstrate the features specified in the RFP, and if required, deploy necessary hardware, including at least five new CPE, along with all supporting software, middleware components, DRM systems, infrastructure, integration setup, and content/display environment (including TV displays and accessories) at the APSFL NOC. The bidder shall demonstrate end-to-end functionality, including multicast and/or unicast delivery, application performance, integration, playback, and overall system stability during the PoC period. The PoC shall be conducted for a minimum period of three (3) working days and shall be deemed successfully completed only upon satisfactory performance and formal acceptance by APSFL.

The contract shall be awarded to a single successful bidder; however, APSFL reserves the right to issue LOA/ Purchase Orders (POs) in a phased manner, either in part or in full, based on project requirements, timelines, readiness, and operational considerations, without any obligation to release the entire scope at once.

**Note:** APSFL reserves the right, after awarding the contract to the successful bidder, to modify the quantity under this tender. Such alterations shall remain within reasonable limits and be executed in accordance with the unit rates finalized through the tendering process.

APSFL reserve rights to place the additional work order as same rates within the period of one year subject to reasonable quantity variations.

## 10. Annexures - Bid Submission Forms

### Pre-Qualification evaluation forms

“All the forms in this section shall be submitted by the bidder as part of **“Pre-Qualification Bid”** in the **Envelope 1**. If the following documents are not found in the **“Pre-Qualification Bid”** envelope, the bid shall be considered as non-responsive and may be rejected. Failure to submit any of the forms in this section shall lead to disqualification of the bidder.” In case of consortium both the partners shall submit the relevant documents & annexures.

Annexure-N, which is required only at the commercial bid evaluation stage, must not be submitted in the **Pre-Qualification Bid envelope**. If the Annexure-N is found submitted along with **Pre-Qualification Bid documents**, the bid shall be summarily rejected.

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**Annexure-A – Application form**

**(On bidder's letterhead with authorized signatory)**

To,

Date: DD/MM/YYYY

**The Managing Director**

Andhra Pradesh State FiberNet Limited.  
Infosight Building, 2nd floor,  
NH-16 Service road,  
Tadepalle, Guntur, AP-522501

Sub: Selection of -----

Ref: .....

\* \* \*

Dear Sir,

With reference to your RFP Document dated -----, I/We, having examined all relevant documents and understood their contents, hereby submit our proposal for Middleware, DRM and Allied Software for IPTV, OTT, G2C and VAS Service Delivery as per conditions of the RFP -----.

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 us 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 agency, 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

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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 agency 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)

**Note:**

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

**Annexure-B – Profile of bidder/ partners**

**(On bidder’s letterhead with Authorized signatory)**

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

Witness:

Signature -----

Name -----

Address -----

Company Seal

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Date -----

**Note:**

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

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**Annexure-C – Declaration of acceptance of terms and conditions in the RFP**

**(On bidder’s letterhead with Authorized signatory)**

To,

Date: DD/MM/YYYY

The Managing Director  
Andhra Pradesh State FiberNet Limited.  
Infosight Building, 2nd floor,  
NH-16 Service road,  
Tadepalle, Guntur, AP-522501

Sub: Selection of --.

Ref: -----, dated:

Sir,

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

Yours faithfully,

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

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

Witness:

Bidder:

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company Seal

Date -----

Date -----

**Note:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-D – Undertaking on SoW compliance and unconditional acceptance**

**(On bidder's letterhead with Authorized signatory)**

Date: DD/MM/YYYY

To

**The Managing Director**

Andhra Pradesh State FiberNet Limited.  
Infosight Building, 2nd floor,  
NH-16 Service road,  
Tadepalle, Guntur, AP-522501

Sub: Selection of --.

Ref:....., dated: .....

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

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

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

Authorized Signatory (duly signed and stamped)

Name

Designation

**Note:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-E – Pre-Qualification compliance documents**

**(On bidder's letterhead with Authorized signatory)**

S. NO.	Item	Compliance (Yes/No)	Reference Pg. No.	Remarks
1.	Bid Processing Fee (To be submitted as Demand Draft (DD))			
2.	EMD details (To be submitted as BG)			
3.	All pages of bid are numbered, signed by authorized signatory and bids are sealed properly.			
4.	All documents pertaining to <a href="#">Section 9.1</a> Pre-Qualification criteria			
5.	A valid registration certificate issued by Udyam or NSIC recognized by DPIIT. (if EMD payment exemption is claimed by the bidder)			
6.	Application Form ( <a href="#">Annexure-A</a> )			
7.	Profile of the bidder ( <a href="#">Annexure-B</a> )			
8.	Declaration of acceptance of Terms and Conditions in the RFP ( <a href="#">Annexure-C</a> )			
9.	Undertaking for Unconditional acceptance of terms and conditions of the RFP ( <a href="#">Annexure-D</a> )			
10.	Financial Turnover and Net worth of the bidder duly certified by the Auditor ( <a href="#">Annexure-F</a> )			
11.	Format for past experience of the bidder ( <a href="#">Annexure-G</a> )			
12.	Self-declaration - clean track record ( <a href="#">Annexure-H</a> )			
13.	Declaration on relatives ( <a href="#">Annexure-I</a> )			
14.	Board Resolution ( <a href="#">Annexure-J</a> )			
15.	Document verification certificate ( <a href="#">Annexure-K</a> )			
16.	Bid Security payment details (only if bidder opts to submit in form of Bank Guarantee (BG)) ( <a href="#">Annexure-L</a> )			
17.	Declaration/undertaking confirming GST registration in Andhra Pradesh as per (Annexure- M)			
18.	Power of Attorney ( <a href="#">Annexure-R</a> )			
19.	Non-Termination compliance declaration ( <a href="#">Annexure-S</a> )			
20.	Manufacturer Authorization Form (MAF) from OEM must be submitted <a href="#">Annexure T</a>			
21.	Format for Authorization Letter from OEM (Software / Middleware / DRM) <a href="#">Annexure U</a>			
22.	Regulatory Compliance Declaration (On Bidder's Letterhead) <a href="#">Annexure V</a>			

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

Authorized Signatory (duly signed and stamped)

Name

Designation

**Note:**

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-F – Financial Turnover and Net worth of the bidder**

**(On bidder’s letterhead with authorized signatory)**

**and**

**(On the official letterhead of a Chartered Accountancy firm, bearing the signature and seal of the authorized signatory along with Firm Registration Number (FRN))**

**Annual Turnover of the bidder**

<b>Criteria</b>	<b>Sub Criteria</b>	<b>FY</b>	<b>Total Financials</b>
<b>Financial Capability</b>	Turnover from businessactivities	<b>FY 2022-23</b>	
		<b>FY 2023-24</b>	
		<b>FY 2024-25</b>	
<b>Net worth</b>	Measured as paid-up capitalplus free reserves	<b>FY 2022-23</b>	
		<b>FY 2023-24</b>	
		<b>FY 2024-25</b>	

**Documentary Proof Required:**

- Statutory Auditor / CA Certificate clearly specifying the turnover for the specified years.
- CA Certified Audited P&L and Balance Sheets to be submitted along with this annexure.

**Note:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-G – Format for past experience of the bidder**

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

<b>Project Title</b> <b>(Attach separate sheet for each Project)</b>			
Name of Client		Address	
Type of Client (Govt./PSU/Others)		Order Value of the Project (in INR)	
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: Relevant purchase orders/completion certificate

**Note:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-H – Declaration regarding Clean Track Record**

**(On bidder's letterhead with authorized signatory)**

To,

Date: DD/MM/YYYY

**The Managing Director**

Andhra Pradesh State FiberNet Limited.  
Infosight Building, 2nd floor,  
NH-16 Service road,  
Tadepalle, Guntur, AP-522501

**Sub: Selection of -----.**

**Ref: \_\_\_\_\_, dated: \_\_\_\_\_.**

Sir,

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

**Yours faithfully,**

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

**Note:**

- Submission of this Annexure is mandatory along with the bid. Failure to submit this Annexure shall summarily lead to the disqualification of the bid.
- The bidder shall also submit relevant documents, if any, in case they have been blacklisted during the previous three (3) year by any govt. department or PSU in India.

**Annexure-I – Declaration on relatives**

**Undertaking to be given by the bidder**

I, \_\_\_\_\_ representing the Company responding to the bid invitation by the APSFL vide RFP No. \_\_\_\_\_ hereby sincerely and solemnly affirm and state as follows:

**(STRIKE OUT THAT WHICH IS NOT APPLICABLE)**

- (a) That myself or any of the representatives of my company do not have any “relatives” in the APSFL.
- (b) That the following officers / employees of the APSFL / are related to me and to the Representatives of my company / firm and their status in the APSFL / is as under:

S. No.	Name of the Officer	Designation	Place of working	Relationship	Remarks
1					
2					
3					
4					
5					

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of any of the above information found to be false or incorrect at the later dated the APSFL is entitled to terminate the contract / agreement entered into besides recovering damages as may be found necessary, with due notice.

**Signature of the Authorized Representative**

**Note:**

Relatives for this purpose are defined as:

- a. Members of a Hindu undivided family.
- b. They are husband and wife.
- c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s), and sister's husband (brother-in-law).

**Note:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-J – Board Resolution**

**Board Resolution (Suggested format)**  
**(To be printed on organization letter head)**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS of (Company Name) HELD ON (Date) AT (Address) ..... RESOLVED THAT the company has decided to authorize, Mr./ Mrs. .... to sign and submit all the necessary applications, annexure, and other documents to be submitted by the company in connection with RFP ----- for "Selection of .....". The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof. Specimen Signatures of Authorized Signatory:

**(Signature)**

RESOLVED FURTHER THAT, a copy of the above resolution duly certified as true by designated director/ authorized signatory of the company be furnished to APSFL as may be required from time to time in connection with the above matter.

For the Organization, (Seal & Signature)

**Name:**

**Designation:**

**Date:**

**Note:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

#### **Annexure-K – Document Verification Certificate**

**Format for certificate to be submitted by the bidder along with the bid documents**

**(On INR 100 non-judicial stamp paper and duly notarized and stamped)**

I \_\_\_\_\_ (Name and designation) \*\* appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of RFP for Selection of -----” as per the RFP No. of APSFL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five years.

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

**Note:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-L – Bid Security Format**

(To be executed in INR 100 Stamp Paper)

To,

**The Managing Director**

Andhra Pradesh State FiberNet Limited.

Infosight Building, 2nd floor,

NH-16 Service road,

Tadepalle, Guntur, AP-522501

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Guarantee executed by \_\_\_\_\_ (Banker's Name & Address) having our Head Office at \_\_\_\_\_ (address) (hereinafter referred to as "Bank") in favour of Andhra Pradesh State FiberNet Ltd, Infosight Building, 2nd floor, NH-16 Service Road, Tadepalle, Guntur, AP-522501 India (hereinafter referred to as "Beneficiary") for an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as per the request of M/s. \_\_\_\_\_ having its office address at \_\_\_\_\_ (hereinafter referred to as "Bidder") against RFP reference no ----- of M/s. Andhra Pradesh State FiberNet Limited (APSFL). This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) and the guarantee shall remain in full force up to \_\_\_\_\_ (date) and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before \_\_\_\_\_ (date). AND WHEREAS, it has been stipulated by you in the said ORDER that the agency shall furnish you with a Bank Guarantee by a Scheduled/Nationalized Bank for the sum specified therein as BID SECURITY towards bid submission.

AND WHEREAS we have agreed to give the bidder a Guarantee

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

This Guarantee is valid until \_\_\_\_\_.

Place:

Date: Signature and seal of Guarantors (Bank)

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-M– Declaration/undertaking confirming GST registration in Andhra Pradesh**

(applicable only if the bidder’s firm is not registered in Andhra Pradesh state)

(On bidder’s letterhead with authorized signatory)

Date: DD/MM/YYYY

To,

**The Managing Director**

Andhra Pradesh State FiberNet Limited.  
Infosight Building, 2nd floor,  
NH-16 Service road,  
Tadepalle, Guntur, AP-522501.

Sub: Selection of -----

Ref:

\* \* \*

Dear Sir,

We hereby declare and undertake that, in the event of our selection as the successful agency under the bidding process, the GST registration in the state of Andhra Pradesh shall be completed within a period of three (3) weeks from the date of issuance of the Letter of Award (LOA).

**Yours faithfully,**

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

**Note:**

- Submission of this Annexure is mandatory if the bidder’s firm is not registered in Andhra Pradesh state.
- APSFL will be entitled to cancel the LoA/contract and forfeit the EMD if the selected agency fails to furnish proof of AP GSTIN within 3 weeks from the date of issuance of LOA.

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-N – Commercial Bid Cost Components**

Date: DD/MM/YYYY

To,

**The Managing Director**

Andhra Pradesh State FiberNet Limited.  
Infosight Building, 2nd floor,  
NH-16 Service road,  
Tadepalle, Guntur, AP-522501

Sub: Selection of-----.

Ref:-----, dated:-----

\*\*\*

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

**1. Price and validity**

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

**3. Earnest Money Deposit (EMD)**

We have enclosed an EMD for a sum of INR 26,25,000/-. This EMD is liable to be forfeited in accordance with the provisions of RFP.

**4. Bid Pricing**

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

**5. Qualifying data**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

## 6. Bid Price

We declare that our bid Price is for the entire scope of the work as specified in Scope of Work. These prices are indicated in bid Submission Formats attached and the price quoted in the commercial stage as part of the bid Response

## 7. Contract Performance Guarantee Bond

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

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

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

**Table A**

Bidders shall submit pricing using the format below. All amounts shall be quoted in Indian Rupees, exclusive of applicable taxes, with taxes shown separately.

<i>Amount in INR (Excl. Tax)</i>			
<b><i>Part A (Existing Capacity and infrastructure including warranty)</i></b>			
<b>S. No.</b>	<b>Item</b>	<b>UOM</b>	<b>Cost (INR)</b>
1	Software for Middleware and DRM for existing 4 lakh subscribers over multicast, on perpetual basis including warranty	Lumpsum	
2	Software for Middleware and DRM for unicast delivery supporting 1 lakh subscribers on perpetual basis including warranty	Lumpsum	
3	Hardware infrastructure for Middleware and DRM solution supporting multicast 15 lakh subscribers and unicast services 5 lakh subscribers with total capacity up to 20 lakh subscribers including warranty	Lumpsum	
<b>Sub Total A (1+2+3)</b>			
<b><i>Part B (Expansion)</i></b>			
4	Rate card for additional middleware and DRM software for multicast services for	Lumpsum	

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

	every 1 lakh subscribers on perpetual license basis over and above the capacity including warranty		
5	Rate card for additional middleware and DRM software for unicast services for every 1 lakh subscribers on perpetual license basis over and above the capacity including warranty	Lumpsum	
<b>Sub Total B (4+5)</b>			
<b>Part C (AMC)</b>			
7	Annual Maintenance Contract (AMC) for 1 years under Sl. No. 1	Lumpsum	
8	Annual Maintenance Contract (AMC) for 1 years under Sl. No. 2	Lumpsum	
9	Annual Maintenance Contract (AMC) for 1 years under Sl. No. 3	Lumpsum	
10	Annual Maintenance Contract (AMC) for 1 years under Sl. No. 4	Lumpsum	
11	Annual Maintenance Contract (AMC) for 1 years under Sl. No. 5	Lumpsum	
<b>Subtotal C (7+8+9+10+11)</b>			
<b>Grand total A+B+C</b>			

**Note:**

- a. Prices in commercial bid should be quoted in the provided format.
- b. The Total shall be entered in the relevant area provided.
- c. All prices should be quoted in Indian Rupees and indicated in both figures and words.
- d. In case there is discrepancy between words and figures, the amount in words shall prevail.
- e. APSFL reserves the right to reject the bid, which are not submitted in the prescribed format.
- f. The quoted rates shall remain firm and valid for a period of three (3) years from the date of contract award, including for base quantities and any additional procurements under the rate contract.
- g. APSFL reserves the right to increase or decrease the quantities and to place additional work orders during the contract period at the accepted rates, subject to approval of the competent authority and reasonable variations.
- h. Deployment of software for new subscribers and utilization of additional rate card items under Part B shall be carried out strictly based on prior written consent of APSFL

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

and only upon confirmation of availability and readiness of approved CPE. Any deployment executed without such approval shall not be considered for acceptance, and no payment or claim shall be admissible to the Service Provider for the same.

**Instructions to fill the commercial bid:**

- a. Bidder should provide all prices as per the prescribed format under this Annexure.
- b. Bidder should not leave any field blank.
- c. All the prices are to be entered in Indian Rupees only (%age values are not allowed).
- d. All the prices quoted in the commercial bid shall be exclusive of applicable taxes and levies.
- e. Consideration of Price bids quoted higher than 5% of the estimated value at the discretion of technical committee.
- f. APSFL reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- g. APSFL reserves the right to modify, reduce or increase the quantity requirements of the tendered quantity at the discretion of APSFL with the same rates terms and conditions.
- h. The commercial bid formats shall be provided on company's letterhead of the bidder duly signed and stamped with authorized signatory. Details such as date, authorised signatory & stamp in the letter head if found to be missing may lead to disqualification of bid.

For the Organization,

(Seal & Signature)

**Name:**

**Designation:**

**Date:**

**Note:**

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

**Annexure-O – Performance Bank Guarantee Format**

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

In consideration of APSFL ("Authority"), having agreed to accept from ----- "successful bidder", a Performance Bank Guarantee as maybe modified from time to time wherever necessary under the terms and conditions of the agreement entered into by the said successful bidder in respect of work for supply/services of -----, RFP No under APSFL for the due fulfilment of the terms and conditions of the said agreement under APSFL, on production of a Bank Guarantee for INR (Rupees --- only), we-----"Bank"- ----- branch, hereby undertake the guarantee to pay immediately to APSFL, on demand in

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL. writing by APSFL, an amount of INR. ----- (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 .....YYYY.

Place:

**Date: Signature and seal of Guarantors (Bank)**

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-P – Draft contract format**

THIS AGREEMENT made the -----day of----- YYYY

BETWEEN

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

AND

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

WHEREAS

The competent authority had invited bids vide RFP (hereinafter referred to as “RFP’) for “Supply/services of -----”.

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- d. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of the contract referred to.
- e. The following documents shall be deemed to form and be read and construed as part of this
  - i. The Scope of Work
  - ii. The General Conditions of the Contract
  - iii. Copy of RFP, financial proposal as submitted by the agency and as amended pursuant to the post bid negotiations
  - iv. Format of bank guarantee for Performance Security.
  - v. The Service Level agreement (SLA)
  - vi. The Purchaser's Notification of Award.
- f. In consideration of the payments to be made by the Purchaser to the agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the Services and to

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL. remedydefects therein in conformity in all respects with the provisions of the Contract.

- g. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the Services and the remedying of defects therein; the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, Sealed and Delivered by the said \_\_\_\_\_

(For the Purchaser in the presence of:

(WITNESS)

Signed, Sealed and Delivered by the said -----

of:-----

(WITNESS)

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-Q – Pre-bid queries format**

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

<b>Subject: Query for the RFP for Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software &amp; Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.</b>		
<b>Details of the query seeker</b>	Name and Address of the Company	
	Name and Position of the Person submitting the query	
	Contact details	Mobile: Email Id:
<b>S. No.</b>	<b>RFP Reference (Page/ Section)</b>	<b>Points of clarification required</b>
1.		
2.		
3.		

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**Annexure-R – Power of Attorney for signing the Application & Bid**

**(On INR 100 Non judicial Stamp Paper duly notarized with stamp)**

KNOW ALL MEN BY THESE PRESENTS,

We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), \_\_\_\_\_ son/daughter/wife of and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project vide RFP No. \_\_\_\_\_ proposed by the M/s \_\_\_\_\_ (the “Andhra Pradesh State FiberNet Limited”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the APSFL, representing us in all matters before the APSFL, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our bid, and generally dealing with the APSFL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the agreement with the APSFL.

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

The power of attorney shall be effective from \_\_\_\_\_ and will continue to be valid binding and unforgettable till the attorney Mr./Ms. \_\_\_\_\_ ceases to be in the employment of the company unless otherwise withdrawn earlier by the company. This power of attorney will supersede any power of attorney issued earlier prior to the date of execution. In case this Power of Attorney is withdrawn for any reasons, APSFL shall be pre intimated.

IN WITNESS WHEREOF for and on behalf of M/s \_\_\_\_\_ Mr./Ms. \_\_\_\_\_ Managing director of the company has set his hands with company seal on the day of \_\_\_\_\_ Month of \_\_\_\_\_ year \_\_\_\_\_ and at \_\_\_\_\_.

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

For \_\_\_\_\_ (Authorized Signatory of the company)

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

- 1.
- 2.

Accepted (Authorized Signatory of the company)

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

Witnesses:

1. (Notarized)
- 2.

**Notes:**

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-S – Non-Termination and Compliance**

**(On bidder’s letterhead with authorized signatory)**

Date: DD/MM/YYYY

To

**The Managing Director**

Andhra Pradesh State FiberNet Limited.  
Infosight Building, 2nd floor,  
NH-16 Service road,  
Tadepalle, Guntur, AP-522501.

Subject: Self-Declaration Regarding Non-Termination and Compliance.

Ref: **[RFP Name / Reference Number]**.

\* \* \*

**Declaration**

We, **[Company Name]**, having our registered office at **[Address]**, hereby declare that:

1. Our contract/services have **not been terminated** by any Government or Private organization.
2. **No show-cause notices** have been issued to us by any Government or Private organization.
3. We have **not been declared or represented as a defaulter** in any form by any Government or Private organization in last 10 years.

This declaration is made as of the date of bid submission for **[RFP Name / Reference Number]**.

We hereby confirm that the above statements are true and correct to the best of our knowledge and belief. If any information is found to be false or misleading, we understand that our bid may be rejected, and appropriate action may be taken.

**Yours faithfully,**

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

**Note:**

- Submission of this Annexure is mandatory in the pre-qualification bid. Failure to submit this Annexure may lead to disqualification.

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-T – Format for Authorization Letters from OEM (Hardware)**

Date: DD/MM/YYYY

To,  
The Managing Director,  
Andhra Pradesh State FiberNet Limited  
Infosight Building, 2nd floor,  
NH-16 Service Road,  
Tadepalle, Guntur, AP-522501  
Contact No: 0866-2523216

Subject: Authorization Letter to M/s \_\_\_\_\_ for participation in the Bid for Selection of an Agency for Supply, Installation, Testing and Commissioning of Middleware, DRM and Allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

Ref: Tender Reference no: \_\_\_\_\_

Sir, We \_\_\_\_\_, (name and address of the manufacturer), who are established and reputed manufacturers of \_\_\_\_\_ (Hardware Equipment), Model No: \_\_\_\_\_, having manufacturing facilities at \_\_\_\_\_ (addresses of manufacturing locations), do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate, supply, install, test, commission, and conclude the contract with you against the above-mentioned RFP for the hardware manufactured by us.

We hereby confirm that:

1. The above-mentioned hardware products are genuine, new, and conform to OEM standards.
2. The equipment will be supplied through the authorized bidder for the subject project.
3. We undertake to provide warranty, support, repair services, and availability of spare parts for a minimum period of 3 year from the date of agreement (or as per tender requirements).
4. The products are not end-of-life (EOL) or end-of-support (EOS) and will be supported during the entire contract period.
5. In case of failure of the bidder, we shall ensure continued support directly or through our authorized partners.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the Authorized Signatory of the Manufacturer)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

Designation: \_\_\_\_\_

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

**Note:**

- a. This letter of authority should be on the official letterhead of the concerned manufacturer (OEM) and should be signed by an authorized signatory of the manufacturer. The same shall be submitted by the bidder as part of the Prequalification Bid.
- b. The Authorization letters from OEMs shall be submitted for all proposed hardware components quoted in the bid.
- c. Submission of this Annexure is mandatory along with the bid. Failure to submit this Annexure shall summarily lead to the disqualification of the bid.

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-U – Format for Authorization Letter from OEM (Software)**

Date: DD/MM/YYYY

To,  
The Managing Director,  
Andhra Pradesh State FiberNet Limited  
Infosight Building, 2nd floor,  
NH-16 Service Road, Tadepalle, Guntur, AP-522501  
Contact No: 0866-2523216

Subject: Authorization Letter to M/s \_\_\_\_\_ for participation in the Bid for Selection of an Agency for Supply, Installation, Testing and Commissioning of Middleware, DRM and Allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

Ref: Tender Reference no: \_\_\_\_\_

Sir, We \_\_\_\_\_, (name and address of the Software OEM / Publisher), who are established and reputed developers/publishers of the following software products:

1. Middleware Software: \_\_\_\_\_ Version No: \_\_\_\_\_
2. DRM Software: \_\_\_\_\_ Version No: \_\_\_\_\_
3. Allied Software (if any): \_\_\_\_\_ Version No: \_\_\_\_\_

having development/support centers at \_\_\_\_\_ (addresses), do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate, supply licenses, install, implement, test, commission, and conclude the contract with you against the above-mentioned RFP for the above software solutions.

We hereby confirm that:

1. The software licenses supplied shall be genuine, new, and fully compliant with OEM licensing policies.
2. All licenses will be issued in the name of APSFL / End Customer.
3. We undertake to provide support including updates, patches, upgrades, and technical assistance for a minimum period of 3 year (or as per tender requirements).
4. The proposed software products are not end-of-life (EOL) or end-of-support (EOS) and will remain supported during the contract period.
5. The Middleware and DRM solutions meet required functional and security standards, including integration, content protection, license management, and secure access control for IPTV/OTT services.
6. In case the bidder fails to fulfill obligations, we shall provide necessary support directly or through authorized partners.

Yours faithfully, For and on behalf of M/s \_\_\_\_\_ (Name of the Authorized Signatory of the OEM / Publisher)

Signature: \_\_\_\_\_

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

Name: \_\_\_\_\_

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

Designation: \_\_\_\_\_

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

Note:

a. This letter of authorization should be on the official letterhead of the concerned Software OEM / Publisher and should be signed by an authorized signatory of the OEM / Publisher. The same shall be submitted by the bidder as part of the Prequalification Bid.

b. The Authorization letters from OEMs shall be submitted for all proposed software components, including:

- Middleware Software
- DRM Software
- Any allied / supporting software components

c. Submission of this Annexure is mandatory along with the bid. Failure to submit this Annexure shall summarily lead to the disqualification of the bid.

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

**Annexure-V – Regulatory Compliance Declaration**

Date: DD/MM/YYYY

To,  
The Managing Director,  
Andhra Pradesh State FiberNet Limited  
Infosight Building, 2nd floor,  
NH-16 Service Road, Tadepalle, Guntur, AP-522501  
Contact No: 0866-2523216

Subject: Self-Certification for Compliance with DoT / TRAI / MIB Guidelines

Ref: Tender No. \_\_\_\_\_

Sir/Madam, We, M/s \_\_\_\_\_ (Name of the Bidder), having our registered office at \_\_\_\_\_, hereby certify that the proposed solution for Supply, Installation, Testing and Commissioning of Middleware, DRM and Allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery complies with all applicable guidelines, regulations, and directions issued by Department of Telecommunications (DoT), Telecom Regulatory Authority of India (TRAI), Ministry of Information & Broadcasting (MIB) as applicable to IPTV / OTT / DRM and related service delivery.

We further confirm that:

1. The proposed solution adheres to applicable regulatory and statutory requirements relevant to service delivery.
2. The bidder shall ensure continued compliance with any amendments or new guidelines issued by the above authorities during the contract period.
3. Any non-compliance, if identified at any stage, shall be rectified by us at no additional cost to APSFL.
4. This declaration is true and correct to the best of our knowledge and belief.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_  
Authorized Signatory Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_  
Signature & Seal: \_\_\_\_\_  
Date: \_\_\_\_\_

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

## 11. Service Level Agreement (SLA)

### 11.1 Scope and Applicability

The Service Level Agreement (SLA) defined herein shall constitute a comprehensive and binding framework governing the performance, availability, reliability, and support obligations of the Service Provider throughout the contract period. The SLA shall be uniformly applicable across all components of the solution, including the Middleware platform, Digital Rights Management (DRM) system, IPTV and OTT services, payment systems, backend infrastructure, integrations with third-party systems, and the entire Customer Premises Equipment (CPE) ecosystem, including both legacy and newly deployed devices.

SLA shall operate as a single unified framework, and no subsystem or component shall be subject to a separate or relaxed SLA requirement. All service components shall be governed by the same performance standards and enforcement mechanisms defined herein.

**Delay in Deployment:** The Service Provider shall complete SITC, including Test Bed deployment, within 60 days from the Work Order date. Delay beyond this shall attract a penalty of 0.5% of the respective BOQ items value per week, subject to a maximum of 15%. Delays attributable to APSFL or approved dependencies shall be excluded. Continued delay may lead to withholding of payments, invocation of Performance Bank Guarantee, or termination.

The Service Provider shall be liable for penalties for delays and SLA non-compliance across all stages. Delay in Test Bed completion shall attract 0.5% of the respective BOQ item value per week (max 15%), and delay in Go-Live shall attract 1% per week (max 15%). SLA breaches during the Warranty Period shall be adjusted against the retained 20% or BG, while AMC deviations shall result in deductions from quarterly payments.

### 11.2 Availability, Reliability and Performance Requirements

The Service Provider shall design, deploy, and maintain the solution in a manner that ensures high availability, operational resilience, and uninterrupted service delivery. The system shall be supported by redundancy, failover mechanisms, load balancing, and proactive monitoring to minimize downtime and ensure continuity of services.

#### Availability Targets

Service Category	Minimum Availability (Monthly)	Remarks
Overall Platform	≥ 99.5%	Includes middleware, backend systems, APIs
Critical Services (Live TV, DRM, Authentication, Payment Systems)	≥ 99.9%	Revenue and service critical

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Non-Critical Services	≥ 99%	Includes VAS, UI, applications
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Scheduled maintenance shall be undertaken only with prior approval of APSFL and during low-usage periods. Any unplanned downtime or downtime beyond approved windows shall be treated as a breach of SLA.

### 11.3 Availability Measurement and Penalty

The availability of the system shall be measured on a monthly basis using the following formula:

$$\text{Availability (\%)} = \left[ \frac{\text{Total Time} - \text{Downtime}}{\text{Total Time}} \right] \times 100$$

For the purpose of this calculation, downtime shall include all unplanned outages attributable to the Service Provider, excluding approved maintenance windows and force majeure conditions.

#### Availability-Based Penalty

Service Category	Achieved Availability	Penalty (% of Monthly Payment)
Overall Platform	99.0% – <99.5%	5%
	98.0% – <99.0%	10%
	< 98.0%	15%
Critical Services	99.5% – <99.9%	5%
	99.0% – <99.5%	10%
	< 99.0%	15%
Non-Critical Services	98.5% – <99%	5%
	97.0% – <98.5%	10%
	< 97.0%	15%

These penalties shall be applied on a monthly basis and shall be in addition to incident-based penalties, subject to the overall penalty cap defined in this RFP.

In case multiple availability categories breach the defined thresholds during a given month, penalties shall not be applied cumulatively. Only the highest applicable penalty among Overall Platform, Critical Services, and Non-Critical Services shall be levied. For the avoidance of doubt, Overall Platform availability shall be considered as the primary measure and shall subsume Critical and Non-Critical Service availability breaches.

Notwithstanding the above, where the Overall Platform Availability falls below 85% during any month, the services shall be deemed to have failed in entirety, and APSFL shall have no obligation to make any payment for such month, without prejudice to its other rights and remedies.

### 11.4 Payment System Performance Requirements

Given the criticality of revenue assurance and transaction integrity, the Service Provider shall ensure that all payment systems operate with high reliability, accuracy,

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and performance. The system shall support seamless transaction processing, accurate billing, and timely reconciliation without any revenue leakage.

#### Payment System Performance

Parameter	Requirement
Transaction Success Rate	≥ 99%
Transaction Processing Time	≤ 5 seconds
Payment Failure Handling	Automated retry, rollback, and fallback
Reconciliation	Daily and auditable
Billing/Data Accuracy	100%

Any failure in payment processing, reconciliation mismatch, or billing error shall be treated as a Critical SLA breach and shall attract penalties as defined under the SLA.

#### 11.5 Incident Management and Resolution

The Service Provider shall establish a robust incident management framework supported by real-time monitoring, automated alerts, and a defined escalation matrix. All incidents shall be logged, tracked, and resolved through a centralized system ensuring complete transparency and auditability.

##### Incident Classification

Category	Description
Critical	Complete outage, Live TV failure, DRM failure, payment failure, or major revenue impact
Major	Partial service degradation affecting multiple users
Minor	Limited or non-critical issues

#### 11.6 Response and Resolution Timelines

The Service Provider shall adhere to strict timelines for response and resolution of incidents to ensure minimal disruption to services.

##### SLA Response & Resolution

Issue Type	Response Time	Resolution Time	Penalty for Breach
Critical	≤ 5 minutes	≤ 2 hours	Rs25,000/hour up to 10 hours, thereafter Rs50,000/hour
Major	≤ 15 minutes	≤ 12 hours	Rs10,000/hour up to 10 hours, thereafter Rs20,000/hour
Minor	≤ 30 minutes	≤ 48 hours	Rs5,000/hour up to 10 hours, thereafter Rs10,000/hour

These timelines shall be applicable across all systems, including payment systems, DRM, middleware, and integrations. Root Cause Analysis (RCA) shall be submitted within 24 hours for all Critical incidents.

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Incident-based penalties shall be cumulative across all incidents within a month, subject only to the overall monthly penalty cap defined in Clause 11.7.

#### **11.7 SLA Penalty Cap and Liability**

SLA penalties shall be cumulative in nature and shall be deducted from payments due to the Service Provider. The total penalty in any given month, including both availability-based and incident-based penalties, shall be subject to a maximum cap of 15% of the monthly payable amount, and the cumulative annual penalty shall not exceed 15% of the total contract value.

Notwithstanding the above, where the Overall Platform Availability falls below 85% during any month, the services shall be deemed to have failed in entirety, and APSFL shall have no obligation to make any payment for such month, without prejudice to its other rights and remedies.

In addition to SLA penalties, APSFL shall have the right to impose Liquidated Damages (LD) up to 10% of the contract value for persistent, repeated, or material breaches of SLA obligations. Such LD shall constitute a separate and independent contractual remedy and may be imposed within or beyond the SLA penalty limits, without prejudice to APSFL's right to recover higher actual losses.

The above SLA penalty caps shall apply only to service-level performance penalties and shall not limit APSFL's right to recover actual losses, damages, regulatory penalties, or third-party claims arising due to service failures. Without limitation, events such as DRM failure, security breach, data compromise, payment system failure, or non-compliance with statutory or broadcaster obligations shall be treated as material breaches and shall be fully indemnified by the Service Provider and excluded from any limitation of liability.

All SLA provisions under Section 11 shall be linked to payments, with penalties for deployment delays deducted from milestone payments, warranty deviations adjusted against retained 20% or BG, and AMC payments released quarterly subject to SLA compliance; no duplicate penalties shall apply, and all deductions shall be evidence-based and aligned to respective BOQ items. SLA performance shall be measured on a monthly basis; however, billing and payments shall be processed in accordance with the terms and conditions specified in the RFP.

#### **11.8 Escalation, Termination and Blacklisting**

In the event of repeated SLA breaches, APSFL shall initiate a structured escalation process. If SLA violations persist for three consecutive months, APSFL may issue a formal notice for corrective action. Failure to comply shall result in invocation of Performance Bank Guarantee, contract termination, and recovery of losses.

Serious breaches, including repeated service failures, payment system failures, DRM/security breaches, or data compromise, shall be treated as material breach of

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contract. APSFL reserves the right to terminate the contract, engage alternate service providers at the risk and cost of the bidder, and initiate blacklisting or debarment proceedings.

### **11.9 Monitoring, Support and Upgrades**

The Service Provider shall ensure continuous monitoring and support through deployment of a minimum of three skilled L2 resources at APSFL NOC on a 24x7x365 basis, supported by L3/OEM escalation teams. Preventive maintenance, system health checks, controlled upgrades, and OTA updates for both legacy and new CPE devices shall be ensured without service disruption. All updates shall maintain backward compatibility, particularly for legacy Android devices. The on-site support manpower, monitoring, maintenance activities, and escalation support shall be included as part of the warranty and AMC obligations and shall not attract any additional cost.

### **11.10 Compliance, Audit and Data Security**

The Service Provider shall comply with all applicable regulatory frameworks issued by Telecom Regulatory Authority of India and Ministry of Information and Broadcasting.

APSFL reserves the right to conduct periodic technical, operational, and security audits. The Service Provider shall provide complete access to systems, logs, and reports. All data, including subscriber information and analytics, shall remain the exclusive property of APSFL.

Any security breach, data compromise, or unauthorized access shall be treated as a Critical Severity Incident and Material Breach, triggering immediate SLA enforcement, penalties, and potential contract termination.

## **12. Warranty and Licensing Terms**

### **12.1 Warranty**

The Service Provider shall provide a comprehensive warranty for a minimum period of twelve (12) months from the date of Go-Live. The warranty shall cover all software, hardware, integrations, and compatibility aspects of the solution. All defects, failures, and performance issues shall be rectified free of cost, and SLA provisions shall be applicable during the warranty period.

It is clarified that the first-year AMC shall include warranty support, and no separate payment shall be made towards warranty.

### **12.2 AMC and Continuity**

Upon completion of the warranty period, the solution shall continue under AMC for a minimum period of twenty-four (24) months without any interruption. The AMC shall include software upgrades, hardware maintenance, security updates, and performance optimization.

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### **12.3 Perpetual Licensing and Ownership**

All software components shall be provided under a perpetual, irrevocable, and royalty-free license to APSFL. The license shall include access to source code (where applicable), APIs, SDKs, and documentation, and shall not be subject to renewal or additional cost.

### **12.4 Continuity of Obligations and Exit**

The grant of perpetual license shall not relieve the Service Provider from its obligations under SLA, warranty, and AMC during the contract period. Upon expiry or termination of the contract, the Service Provider shall ensure complete handover of the system, including all data, configurations, documentation, access credentials, licenses, and source code, along with full operational knowledge required for continuity of services. APSFL shall have the unrestricted right to operate, maintain, modify, or transition the system independently or through any third party of its choice without any dependency on or consent from the Service Provider. The Service Provider shall provide all necessary support during the transition period as directed by APSFL, and any failure to comply with these obligations shall be treated as a material breach of contract.

### **12.5 Validity of OEM Authorization**

The bidder shall ensure that all OEM authorizations (including MAF for Hardware and AL for Software) submitted as part of the bid are valid as on the date of bid submission and remain valid for the entire duration of the contract, including any extensions thereof. The bidder shall promptly notify APSFL within fifteen (15) days of any change, suspension, or termination of such OEM authorization.

APSFL reserves the right to verify the authenticity and validity of the OEM authorization directly with the respective OEM(s) at any stage during the bid evaluation or contract period.

Failure to maintain valid OEM authorization throughout the contract period shall be treated as a material breach and may result in termination of the contract and/or other actions as deemed appropriate by APSFL.

### **12.6 Administrative Control**

APSFL shall have full administrative control over the entire solution, and all configurations, credentials, and administrative tools shall remain fully accessible to APSFL at all times during the contract period and thereafter, without any restriction or dependency on the Service Provider.

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## **13. Key deliverables & Payment schedule**

### **13.1 Payment Structure Overview**

The payment to the Service Provider shall be linked to milestone-based deliverables during implementation and periodic payments during the AMC phase, subject to SLA compliance and certification by APSFL.

All payments shall be made in Indian Rupees (INR) within 30 days from submission of valid invoices and supporting documents. Any SLA penalties shall be deducted at source.

### **13.2 Milestone-Based Payment**

APSFL reserves the right to withhold or deduct payments for SLA breaches, non-performance, or incomplete support obligations. Payments shall be made strictly on an item-wise basis against the respective BOQ values for Part A and approved Part B items subject to compliance with the requirements, documentation, and acceptance criteria specified under Clause 13.3.

#### **13.2.1 Payment for BOQ items under Part A (Sl. No. 1 to 3) shall be made on a milestone basis:**

- 40% of the applicable BOQ item value upon successful deployment and validation in the APSFL NOC test bed environment as per RFP requirements and certification by APSFL.
- A further 40% upon Go-Live, defined as successful activation and operationalization across CPE and end users, duly certified by APSFL.
- The remaining 20% upon completion of the warranty period, subject to SLA compliance and acceptance by APSFL, or alternatively against submission of an equivalent Bank Guarantee (BG) of equal value, all strictly based on approval and certification by APSFL.

#### **13.2.2 Deployment of BOQ items under Part B (Sl. No. 4 to 5) shall be undertaken only with prior written approval of APSFL:**

- 80% of the applicable BOQ item value upon successful deployment and Go-Live of the approved scope, duly certified by APSFL.
- The remaining 20% upon completion of the warranty period, subject to SLA compliance and acceptance by APSFL, or alternatively against submission of an equivalent Bank Guarantee (BG) of equal value, all strictly based on approval and certification by APSFL.

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### **13.2.3 AMC payments under Part C (Sl. No. 7 to 11):**

- 100% of AMC payments shall be released on a quarterly basis, subject to SLA compliance, submission of required reports, and certification by APSFL.

### **13.3 Deployment, Go-Live, and Warranty Period**

**Deployment / Test Bed (NOC):** The Service Provider shall first complete deployment in a controlled Test Bed (NOC) environment, wherein all hardware and software components shall be installed, configured, integrated, and demonstrated. This stage shall validate compliance with RFP requirements as per section 7 hardware components, including functional performance, interoperability, and execution of defined use cases. Deployment shall be deemed complete upon successful demonstration, handover of Test bed and formal acceptance by APSFL.

**Go-Live:** Upon successful completion and acceptance of the Test Bed stage, the Service Provider shall proceed with Go-Live, defined as the deployment, activation, and operationalization of the complete solution across CPE and the end customer base, enabling delivery of services in accordance with the RFP requirements. Go-Live shall be deemed achieved upon the system demonstrating stable, integrated, and fully functional operations, with formal acceptance by APSFL.

**Warranty Period:** Following Go-Live, the Service Provider shall enter into the Warranty Period, during which the hardware and software components of the system shall be maintained, monitored, optimized, and upgraded, including implementation of necessary changes and enhancements to ensure compliance with SLA parameters, performance benchmarks, and functional requirements, subject to review and acceptance by APSFL. The Service Provider shall ensure end-to-end system stability across hardware, middleware, DRM systems, applications, integrations, and the CPE ecosystem, address all defects and performance issues at no additional cost to APSFL, and maintain consistent SLA compliance, with performance monitored by APSFL through NOC reports, logs, and validation metrics.

**Annual Maintenance Contract (AMC):** During the AMC period, the Service Provider shall provide comprehensive support for both hardware and software components, ensuring continuous system availability, performance, and SLA compliance.

**Documentation:** The Service Provider shall submit all relevant, complete, and verifiable documents for each stage, strictly applicable to the defined project scope, as part of the acceptance process.

- For the Test Bed stage, this shall include deployment reports, test results, performance metrics, and system logs evidencing successful validation.
- For Go-Live, deployment reports, readiness confirmation, validation results, and operational logs shall be provided.

Selection of an Agency for supply, installation, testing and commissioning of Middleware, DRM and allied Software & Hardware for IPTV, OTT, G2C and VAS Service Delivery for APSFL.

- During the Warranty Period, periodic submissions including SLA compliance reports, performance metrics, incident logs, RCA, and maintenance/upgrade records shall be furnished to demonstrate continued system performance.
- The Service Provider shall submit periodic (quarterly) reports, including SLA compliance reports, performance metrics, incident and resolution logs, RCA reports, preventive and corrective maintenance records, and details of patches, upgrades, and changes implemented.

All such submissions shall, be reviewed and certified by APSFL to enable payment process as per clause 13.4

#### **13.4 Payment Processing Conditions**

Payments shall be processed only upon submission of the following:

- Original Tax Invoice
- Test Bed/Go-Live / Warranty Period and Acceptance Certificate (for milestone payments) as applicable and in accordance with Clause 13.3
- Valid Performance Bank Guarantee (if applicable)
- Any other reports/certifications required by APSFL and duly signed by the concerned Departmental Manager and CTO

Further:

- All payments shall be made in Indian Rupees (INR) only.
- Payments shall be released subject to satisfactory performance and SLA compliance.
- Applicable SLA penalties shall be deducted from payments.
- Payments shall be subject to deduction of applicable taxes, TDS, statutory levies, and recoveries under the RFP conditions.

#### **13.5 Payment Deductions & Controls**

- SLA penalties shall be deducted from applicable payments
- Payments may be withheld in case of:
  - SLA non-compliance
  - Incomplete deliverables
  - Non-submission of required documentation

#### **13.6 Key Commercial Conditions**

- Prices shall be firm and fixed for the entire contract period
- No escalation shall be allowed under any circumstances
- All costs related to:
  - Legacy CPE enablement

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- Software upgrades and patches
- Integration with APSFL systems
- DRM and security compliance shall be included in the quoted price

### **13.7 Revenue/Commercial Rights Clarification**

- All revenues generated from IPTV, OTT services, and Value-Added Services (VAS) shall be the exclusive property of APSFL
- The Service Provider shall have no claim on revenue sharing, unless explicitly specified under separate commercial agreements

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