

**GOVERNMENT OF ANDHRA PRADESH
FOREST DEPARTMENT**

Tender Document for Procurement of Software:

1. 1 license of MS SQL Server Ent. 2008 with media (Processor based)
2. 1 license of MS SQL Server Ent. 2008 with media (CAL based) and 20 SQL CAL 2008 English Device CAL Licenses;
3. 1 license of MS Visual Studio ultimate
4. 1 licenses of windows Server Ent. 2008 MOLP with Media;
5. 1 licenses of Windows Server Std. 2008 MOLP with Media

ANDHRA PRADESH FOREST DEPARTMENT

NOTICE INVITING TENDER

Item No	Item Description	Item Particulars
A.	Department Name	Andhra Pradesh Forest Department (APFD)
B.	Circle/Division	IT Wing, O/o Principal Chief Conservator of Forests (PCCF)
C.	File / NIT Number	27560/2011/IT
D.	Tender Subject	Supply of Software to Aranya Bhawan, Saifabad, Hyderabad
E.	Quantity	1 license of MS SQL Server Ent. 2008 with media (Processor based); 1 license of MS SQL Server Ent. 2008 with media (CAL based) and 20 SQL CAL 2008 English Device CAL Licenses; 1 license of MS Visual Studio ultimate; 1 licenses of windows Server Ent. 2008 MOLP with Media; 1 licenses of Windows Server Std. 2008 MOLP with Media
F.	Period of Contract	1 Year
G.	Form of Contract	Product Wise
H.	Tender Type	Open
I.	Tender Category	Products/Services
J.	EMD Amount (INR)	Rs. 1,00,000.00 (Rupees One Lakh only)
K.	EMD payable:	Demand Draft drawn in favour of Divisional Forest Officer, Hyderabad payable at Hyderabad from any scheduled Bank.
L.	Bid Document Obtaining/ downloading Start Date	21.02.2012 from 5:00 p.m.
M.	Bid Document Obtaining/ downloading End Date	05.03.2012 - 03:00 p.m.
N.	Pre-bid conference / Demo of the equipment	Nil
O.	Last Date & Time for Receipt of Bids	05.03.2012 - 05:00 p.m.
P.	Bid Validity Period	60 Days
Q.	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	06.03.2012 - 11:30 a.m.
R.	Price Bid Opening Date and Time (Financial Bid Stage)	07.03.2012 - 03:30 p.m.
S.	Place of Tender Opening	Chambers of Addl.PCCF(IT), Room No 563, Aranya Bhavan, Saifabad, Hyderabad.
T.	Tender Inviting / Opening	Addl.PCCF(IT), 9440810015

	Authority	Phone No: 0402321538, Fax No.04023240541
U.	Address/ E-mail id	O/o PCCF, Aranya Bhavan, Saifabad, Hyderabad. apccf_it_apfd@ap.gov.in, apccf_gis_apfd@ap.gov.in, cf_mis_apfd@ap.gov.in, acf_gis_apfd@ap.gov.in, murthyar@rediffmail.com
V.	Contact Details/ Telephone, Fax	1. Dr. A. Rama Murthy, ACF (RS), Geomatics Center, 9440810186, murthyar@rediffmail.com 2. Sri P. Sreenivasa Rao, ACF(GIS), Room No:327, 9440810176, acf_gis_apfd@ap.gov.in 3. Dr H.C. Mishra, IFS, APCCF(GIS), Room No. 571, 9440815455, apccf_gis_apfd@ap.gov.in, Fax 040-23232054 4. Sri P.K. Sharma, IFS, APCCF(IT), Room No. 563, 9440810015, apccf_it_apfd@ap.gov.in, Fax No.040-23240541 O/o PCCF Aranya Bhavan, Saifabad, Hyderabad.
W.	Eligibility Criterion	1. The Tenderer should possess all requisite licenses, registrations etc., mentioned and the same should be obtained invariably before transacting business with APFD. 2. The Tenderer should inform APFD the correct address from where the supplies are going to be made to APFD. 3. The Tenderer should possess an experience certificate and other Certificates like Registration of Firm if applicable, CST, VAT, registration, Latest Income Tax Assessment order, should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the APFD authorities reserve the right to take any appropriate action including the cancellation of tender of the respective Tenderer. In this regard the decision of the Tender Opening Authority / Addl.PCCF (IT) is final and binding on all the Tenderers without any recourse.

X.	Procedure for Bid Submission	<p>1. Bids shall be submitted online. If there is congestion in the web portal of e-procurement, some of the documents that could not be uploaded can be submitted offline. However the financial bid must be submitted online.</p> <p>2. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.eprocurement.gov.in (OR) https://tender.eprocurement.gov.in</p> <p>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, financial bids online as per the standard formats available at the e-market place. The bidders should submit scan and upload the below mentioned documents; and submit all the</p>
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attested hard copies in sealed covers to APCCF (IT), O/o PCCF, Room No:563, Aranya Bhavan, Saifabad, Hyderabad on or before opening of technical bids, failing which their tender will be rejected.

- a) **EMD** in the form of Demand Draft payable in favour of the Divisional Forest Officer, Hyderabad, **payable at Hyderabad** of any of the scheduled bank branches for the amount indicated in Item No. J and it should be scanned and uploaded at the time of Tendering.
- b) **Technical expertise, support & experience**
- c) **Registration** of the firm.
- d) Copy of **PAN Card** and latest **Income Tax return**
- e) Copy of **Service Tax Registration** and up to date Return
- f) Copy of up to date **VAT clearance Certificate**
- g) Copy of Authorization Certificates from Microsoft
- h) Declaration that they have not been black listed anywhere.
- i) Copy of **Auditor Sheet** for the last 3 years
- j) Copy of **Microsoft Certificate of Partner.**
- k) Firm must have branch at Hyderabad.
- l) Must produce the **latest purchase orders** from other clients (preferably Government) along with Completion Reports and Satisfactory Certificates.

The Technical, Commercial Bids and the EMD shall be sealed separately in covers and all the covers shall be sealed in a bigger cover and be submitted to APFD, duly writing the tender subject and the other important events

4. **Transaction fee on e-Procurement Platform:** All the participating bidders shall pay a transaction fee (non-refundable) as mentioned in the NIT payable to M/s Vayam Technologies Limited, Hyderabad and through on line. (0.03% of estimate contract value + 10.30% service tax). It is mandatory for all the participant bidders from 1st January 2006 to pay a Non-refundable Transaction fee electronically to M/s. Vayam Technologies Limited, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 10.30% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to Vayam Technologies Limited shall be applicable.
5. **Corpus Fund:** As per GO MS No.4, User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs. 50 crores and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, A.P.T.S, HYDERABAD.

NOTE:

There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and up to Rs. 10 Lakhs.

Y.	Transaction Payable To	Fee	Nil
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<p>Z.</p>	<p>General Terms and Conditions</p>	<p><u>TENDER CONDITIONS FOR</u> ‘1 license of MS SQL Server Ent. 2008 with media (Processor based); 1 license of MS SQL Server Ent. 2008 with media (CAL based) and 20 SQL CAL 2008 English Device CAL Licenses; 1 license of MS Visual Studio ultimate; 1 licenses of windows Server Ent. 2008 MOLP with Media; 1 licenses of Windows Server Std. 2008 MOLP with Media’</p> <ol style="list-style-type: none"> 1) Online (e-Tendering) tenders are invited for providing the above said Goods and services. The APFD is desirous to have this tender in two bids i.e., (1) Technical bid and (2) Financial bid. The Tenderer should have been in this trade for not less than three years and should have supplied bulk quantities/services to any reputed institution or institutions as the case may be. A copy of the certificate issued by the authorities under Shops and Establishments Act and a copy of the supply / purchase order for having supplied bulk quantities/services, have to be scanned and uploaded for technical bid evaluation by APFD. The Tenderer shall possess all requisite qualifications as mentioned in Item No. W and submit the documents as mentioned in Item No. X including ORIGINAL EMD to the Tender Inviting Authority on or before scheduled date and time of opening of the Technical bid as mentioned in Tender. The financial bids of those Tenderers who are technically qualified only, will be opened on the date and time as mentioned in the Tender by the PCCF or any other officer authorised by PCCF. The APFD may extend the last date by issuing an amendment in which case all rights and obligations of the APFD and the Tenderers previously subject to the original deadline will then be subjected to the new deadline. 2) Depending on the capacity of the selected organization(s), the work may be distributed amongst multiple vendors, if required. 3) Incomplete, ineligible and unused tenders will be rejected. Telegraphic tenders will not be accepted and no correspondence will be made in this regard. 4) All offers shall be made in English. Conditional offers and offers qualified by such vague and indefinite expression such as “subject to immediate acceptance”, “subject to prior sale” etc will not be considered. 5) Adoption of unfair means to influence the authority offer may lead to summarily disqualification. 6) EMD: An amount of Rs.1,00,000/- (Rupees One Lakh only) is to be remitted as EMD by way of an Account payee Demand draft drawn in favour of the DFO Hyderabad, payable at Hyderabad on any scheduled bank and should submit at the time of tendering. The EMD of unsuccessful bidders will be returned on finalization of tender process. The EMD will be released to the successful tenderer after successful completion of the supply and installation of Goods & services in all respects. The EMD will not carry any interest. EMD is liable to be forfeited if the successful Tenderer fails to accept the Work Order to supply and installation of Goods & services and enter into Agreement within the time specified. EMD is liable to be forfeited, if the Tenderer asks for withdrawing his bid once the financial bid is opened. 7) Rates shall be quoted for one year warranty. The rate should be valid for acceptance for a period of 30 days from the date of opening. In the event of negotiations being held, the Tenderer will have to keep his offer open for 15 (fifteen) days from the date of negotiations or for the extended period as desired by APFD in addition to the period of 15 (fifteen) days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all taxes, charges etc. APFD cannot issue statutory forms like Form C or Form D etc and this should be taken into account by the firm while quoting the rates to APFD. 8) Negotiations will not be made with all Tenderers. In case of necessity, negotiations will be made only with lowest selected Tenderer(s) and in this regard the decision of the PCCF or APCCF (IT) shall be final and binding on the firm without any recourse. 9) APFD reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of APFD is final and binding on the Tenderer without any recourse. Further, it is understood by both the parties to the tender and is specifically accepted by the Tenderer when the Tenderer files the tender before APFD, the acceptance or rejection of the tender by APFD, or methodology adopted by APFD, in short listing the companies for the supply and installation of Goods & services etc, shall not become a cause of action or ground to initiate any
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legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from the Hon'ble court or Courts to stall the proceedings in APFD.

- 10) The tendered quantity is tentative. It may be increased or decreased at the discretion of APFD on the same terms and conditions even after the tender period. In other words increasing or reducing the tender quantity can be made by APFD even after the completion of the tender period and it is binding on the firm without any recourse.
- 11) The APFD reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at anytime prior to the award of contract without thereby incurring any liability to the affected Tenderer or any obligations to inform the affected Tenderers, the grounds of acceptance or rejection.
- 12) **The Goods & Services to be supplied are '1 license of MS SQL Server Ent. 2008 with media (Processor based); 1 license of MS SQL Server Ent. 2008 with media (CAL based) and 20 SQL CAL 2008 English Device CAL Licenses; 1 license of MS Visual Studio ultimate; 1 licenses of windows Server Ent. 2008 MOLP with Media; 1 licenses of Windows Server Std. 2008 MOLP with Media'.**
- 13) The supply & installation of **Goods and Services** should be affected strictly as per Terms & Conditions. The schedule is tentative & APFD is having every right to revise the schedule.
- 14) The Tenderer whose tender has been accepted will be informed about the award of the contract by the authorities prior to the expiration of the validity period by a registered letter. **Within 15 days** from the date of receipt of this intimation to him, The successful bidder has to enter into an agreement agreeing to all the conditions of the contract with the APFD on Non-judicial stamp paper of value of Rs.100/-. The format of agreement shall be supplied to THE FIRM along with communication of accepting the rates quoted.
- 15) If the successful Tenderer fails to execute the agreement within the time specified or withdraw the tender after the intimation of the acceptance of his tender by APFD or he is unable to undertake the contract due to any other reason, his contract will be cancelled and his EMD shall be forfeited and he will also be liable for all damages sustained by the APFD, by reason of breach such as failure to supply/ delayed supply including the liabilities to pay differences between the prices accepted by him and those ultimately paid for the procurement of the Goods and Services. Such damages shall be assessed by the PCCF or any other Officer authorised by PCCF whose decision shall be final and shall be binding on the supplier.
- 16) **Terms of Delivery:** THE FIRM shall deliver the Goods and Services within a **period of 6-8 weeks** from the date of issue of Purchase Order.
- 17) Supply, Installation, Commissioning, testing etc. of all Goods & Services including updates and patches shall be the responsibility of the contractor.
- 18) APFD shall have the right to inspect and/or to test the goods and services to confirm their conformity to the contract specifications at no extra cost to APFD. The inspections and tests may be conducted at the premises of THE FIRM, at the point of delivery and/or at Goods & Services of final destination.
- 19) **The FIRM must be a certified partner of Microsoft Corporation.**
- 20) THE FIRM shall obtain the authenticity/authorization certificate from Microsoft Corporation and furnish it to APFD before supplies made.
- 21) **Installation**, of the Goods & Services purchased is to be done by THE FIRM at Arnanya Bhawan at free of cost.
- 22) **Comprehensive Warranty:** All goods and services will be covered by onsite warranty for a period of **1 year from the date of commissioning including EA of Microsoft. Any upgrades or updates released by Microsoft within warranty period shall be supplied at free of cost.** THE FIRM shall be responsible to complete the registration process with the producer/ developer (Microsoft). The problems arising thereof in the quality, performance and warranty during the period of warranty shall be attended to and rectified by THE FIRM or Microsoft within 48 hours of lodging the complaint by APFD.
- 23) **After sales Service:**
 - a. The name and complete address of the company in India authorized by Microsoft, to

provide after sales service for the Goods & Services should be given by THE FIRM.

- b. The Microsoft should give an undertaking that after the warranty period, and the Software shall not be wound and they shall provide services for at least 5 years.
- 24) THE FRIM shall provide such **packing** of Goods & Services as is required to prevent their damage or deterioration during transit to their final destination, as indicated in contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt precipitation during transit, and open storage.
 - 25) **Performance-cum-Security Deposit:** The Successful bidder has to furnish Performance-cum-Security Deposit for an amount of 2% of the contract value in favour of DFO, Hyderabad with validity upto warranty period. It shall be released to THE FIRM after completion of THE Firm's performance obligations under the contract. It shall be in one of the following forms
 - i. A **Bank Guarantee** or
 - ii. An irrecoverable **Letter of Credit** or
 - iii. A cashier's certified Cheque,issued by a reputed Indian Nationalized or private Bank located in the limits of Greater Hyderabad The work should be affected strictly as per time schedule.
 - 26) Since rate quoted is inclusive of VAT/CST payable no claim for VAT/CST payable will be admitted at a later stage & on any ground whatsoever, irrespective of the firm mentioning and recording any thing contrary to the above in the Quotation. After the implementation of VAT and even after any changes contemplated in the tax structure and the rate of taxes to be levied by the State Government the rates Quoted to APFD should be constant and it should be applicable to all work orders placed by APFD.
 - 27) APFD reserves the right to reject Goods & services, if the Goods & services are not made strictly as per the specifications mentioned. In this regard, the decision of the APCCF (IT) is final and binding on the parties without any recourse.
 - 28) In the event of delay or default in supply & installation of Goods & services and the supply & installation is not adhering to the schedule given, the APFD reserves the right to procure the requirement from the other sources and recover the excess cost, if any incurred by APFD, from THE FIRM. However, if the rate is cheaper, the benefit will not accrue to the FIRM. The APFD reserves the right to either reject the entire lot or impose cut or forfeit the EMD at its discretion if the quality is not in accordance with the specifications or of inferior quality goods & services. In this regard the decision of PCCF or any officer authorized by the PCCF shall be final and binding on the FIRM. The quantum of cuts imposed shall be final binding THE FIRM. The cuts will be imposed on the physical verification of the supply received.
 - 29) Supply should be accompanied by a bill, advance stamped receipt and warranty certificate if applicable for arranging payment.
 - 30) If the FIRM fails to deliver the Goods & services as per schedule, the APFD reserves the right to levy a penalty of 3% on the value of Goods and services. Imposition of penalty on contract value is as follows
 - a. Delay up to one fourth period of the prescribed period / completion of work - **1%**
 - b. Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work - **2%**
 - c. Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work - **3%**
 - 31) THE FIRM should furnish copies of registration of firm, CST/VAT registration, Sales Tax registration and Latest Income Tax Assessment order etc, along with the Agreement, if not enclosed along with the tender and if APFD has consciously accepted the non-submission of documents along with the tender.
 - 32) Each supply and installation should be subjected to quality analysis. The Goods & services should be strictly in conformity with the specifications mentioned.
 - 33) The APFD reserves the right to reject either the entire lot or part of the Goods & services or impose cut or forfeit the EMD at its discretion if the supply and installation of Goods & services

are not strictly in accordance with the specifications if any given by the FIRM.

- 34) **Payment Schedule:** No advance payment will be made. The standard payment terms of APFD are applicable. The payment to FIRM shall be made by APFD only through cheques. The payment will be made only after successful supply, installation, registration with the Microsoft and also after submission of performance-cum-security deposit.
- 35) APFD reserves the right to levy penalty as decided by the PCCF or any officer authorized by the PCCF or withhold payment for any unsatisfactory Goods & services supplied by the supplier without prejudice to its other rights. In this regard, the decision of the PCCF or any officer authorized by the PCCF is final. The FIRM is further liable to reimburse/ compensate the APFD or to third party for cost of any loss, damage, injury etc., caused or arising out of the negligence in supply of low quality Goods & services, or any other act or breach of contract .
- 36) Notwithstanding anything contained in the terms and conditions of this Agreement the PCCF is the ultimate authority in deciding the recovery of percentage of penalty from THE FIRM taking into account Goods & services received and future requirement to be made in the larger interest of the organisation.
- 37) Shortage and damages will be intimated to the suppliers and the equivalent amount will be deducted from the bill amount, if they are not replaced/ rectified by the supplier.
- 38) Penalty as may be decided by the tender approving authority will be imposed when the supply is rejected in verification.
- 39) Penal clauses of THE FIRM whatsoever like payment of interest on late payment of bills etc shall not be acceptable to APFD.
- 40) The supplied Goods & services should be without adulteration/counterfeiting. If any adulteration/counterfeiting are noticed, the supplier will be prosecuted besides blacklisting the and forfeiting the EMD. The APFD, also reserves the right to levy an additional Composite penalty at 5% on the total value of the Goods & services supplied to APFD by the supplier in case of what so ever quality problems encountered by APFD in supply of the Goods & services and if the decision is taken to return/reject the Goods & services to the supplier.
- 41) The APFD reserves the right to add/delete/change/modify any or all the conditions mentioned in the tender schedule and the said addition/ deletion/ changes/ modifications can be incorporated in the agreement to be entered into with the FIRM irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule or the same can be incorporated in a form of codicil as the case may be and the same will be binding on the FIRM without any recourse.
- 42) The APFD reserves the right to terminate/ amend/ modify the contract without assigning any reason or advance notice to THE FIRM. Similarly terms and conditions of the tender may be amended/ modified by APFD, if necessary, to ensure competitiveness and quality of work.
- 43) If any Goods & services etc. supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad order or description or otherwise faulty, then the contract price or prices of such Goods & services etc., will be recovered from the supplier, if payment had already been made to him. Otherwise the supplier will not be entitled to any payment what so ever for such supply. For infringement of the stipulations of the contract or other justified reasons, the contract would be terminated by the PCCF or any other Officer authorised by PCCF, and the supplier shall be liable to pay for all losses sustained by the APFD. In the consequence of the termination, the loss would be recovered personally from the supplier or other money due or may become due to him. In the event of such amounts being insufficient the balance would be recovered personally from the supplier or from his properties.
- 44) All the Goods & services supplied against the supply order shall confirm to the specifications if any given in the supply order or informed to the supplier as the case may be. Where any Goods & services is rejected on account of it's non-confirming to the specifications or due to non compliance to any other clause of the contract the supplier should promptly replace the rejected Goods & services at the discretion and satisfaction of APFD. All expenditure incurred on account of such replacement shall be entirely borne by the supplier/ service provider.
- 45) THE FIRM shall not be allowed at any time on any ground what so ever to claim revision or modification in the rates quoted by him.
- 46) THE FIRM has to furnish the declaration that they have not been black listed in any of the

organizations. Any wrong declaration in this regard which comes to the notice at a later date will disqualify them from tendering in future in APFD and the tenders so received and the contracts so awarded shall be automatically rejected.

- 47) **INDEMNITY:** THE FIRM shall at all times indemnify APFD, against all claims, which may arise in respect of supply of low quality of Goods & Services, not confirming to the specifications. THE FIRM shall also indemnify APFD against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of Goods & Services or any part there of.
- 48) **SUB-CONTRACTING:** The contract supply awarded should be executed by the successful Tenderer/ quotationer only and sub-contract of supply is not permitted.
- 49) If evidences are found that THE FIRM fails or neglects to be complied with any of the terms and conditions of the contract or with any order issued there under then, in such a case, the APFD shall without prejudice to any other right or remedies under this contract as a right and be entitled to cancel the contract by giving a notice in writing to the FIRM without being liable to pay any compensation for such cancellation.
- 50) **Force Majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the APFD as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract. The event of delay caused shall not be counted towards the time schedule.
- 51) **Settlement of Disputes or Differences:** If the dispute or the difference of any kind whatsoever shall arise between THE FIRM and APFD in connection or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If the parties failed to resolve their dispute or difference by such mutual consultation, it shall be settled through arbitration provided either of them gives notice to the other party of its intention to commence arbitration. The dispute or difference arising would be subject to the jurisdiction of the civil courts at Hyderabad, A.P., only.
- 52) **Miscellaneous**
- c. Each Party shall bear its own legal and other expenses incurred in connection with this Tender document.
 - d. Headings used in this Tender document are for convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation.
 - e. In the event of any provision of this Tender document being held or becoming invalid, unenforceable or illegal for any reason, this Tender document shall remain otherwise in full force apart from the said provision, which will be replaced with a legally valid provision that most nearly reflects the same purpose as that of the deleted provision.

ANDHRA PRADESH FOREST DEPARTMENT
PROCEDURE FOR BID SUBMISSION ON E-procurement PLATFORM (e-Tendering)

The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at www.eprocurement.gov.in by following the procedure given below.

1. The bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document. If there is congestion in web portal of the e-procurement, some of the technical documents may be submitted offline. The Technical Bids, the commercial bids and the EMD shall be sealed in separate covers and finally sealed in a large cover and shall be submitted to APCCF(IT).
3. **Registration with e-Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s Vayam technology Ltd., www.eprocurement.gov.in or <https://tender.eprocurement.gov.in>.
4. **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
5. **For obtaining Digital Signature Certificate, you may please Contact:**

Andhra Pradesh Technology Services Limited, BRKR Bhavan, B-Block, Tank bund Road,
Hyderabad-500022, Phone: +91-40-23220305, Fax: +91-40-23228057

(OR)

Any other Registration Authority of TCS-CA in India. The city-wise list of RAs is available by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website "<https://www.tcs-ca.tcs.co.in/mca21/index.jsp>"

6. **Hard copies:**
 - i. Attested copies of all original hard copies of the uploaded scanned copies of D.D towards EMD by participating bidders must submit to the tender inviting authority before scheduled date and time of the opening of the Technical bid, otherwise the tender will be rejected on online. If there is congestion in web portal of the e-procurement, some of the technical documents may be submitted offline.
 - ii. All the bidders shall invariably upload the scanned copies of DD in e-Procurement system and this will be the primary requirement to consider the bid responsive.
 - iii. The department shall carry out the technical evaluation solely based on the uploaded/offline submitted certificates/documents, DD towards EMD in the e-Procurement system and open the price bids of the responsive bidders after evaluation of technical bids and results of the samples.
 - iv. The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents DD towards EMD prior to entering into agreement.
 - v. The successful bidder shall invariably furnish the original DD towards EMD; Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or

through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuineness of the DD/BG towards EMD and all other certificates/documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement.

7. The G.O. Ms. No. 174 –I & CAD dated: 1-9-2008- **“Deactivation of Bidders”**: If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, as the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.
8. The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.
9. **Payment of Transaction Fee**: It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. M/s Vayam Technologies Limited, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 10.30% + Bank Charges for Credit Card Transaction of 2.09%(inclusive of service tax) on the transaction amount payable to M/s Vayam Technologies Limited shall be applicable.
10. **Corpus Fund**: As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs.50 crores and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and up to Rs. 10 Lakhs.
11. **Tender Document**: The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.
12. **Bid Submission Acknowledgement**: The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The APFD and M/s Vayam Technologies Limited are not responsible for incomplete bid submission by users.
13. **For assistance on e-tendering please contact**

Vayam Technologies Limited
Do-No. – 6-2-654/1, 5th Floor,
Sri Kalpa Complex, Opp. Shadan College,
Khairatabad, Hyderabad - 500004
Andhra Pradesh, India
Ph: +91-40-44426250/51
Fax: +91-40-44426252

Registered office

Thapar House,
124 Janpath,
New Delhi - 110001
Tel: +91-11- 4710 1200-201

Help Desk

Land Line: 040-44426253 / 54 / 55 / 56
Mobiles: 93938-97936, 93938-97965
Fax: 040-44426252
e-Mail: helpdesk.eproc@vayamtech.com

For further clarification please contact:

1. Dr. A. Rama Murthy, ACF(RS), Geomatics Center, 9440810186,
murthyar@rediffmail.com
2. Sri P. Sreenivasa Rao, ACF(GIS), Room No:327, 9440810176,
acf_gis_apfd@ap.gov.in
3. Dr H.C. Mishra, IFS, APCCF(GIS), Room No. 571, 9440815455,
apccf_gis_apfd@ap.gov.in, Fax 040-23232054
4. Sri P.K. Sharma, IFS, APCCF(IT), Room No. 563, 9440810015,
apccf_it_apfd@ap.gov.in, Fax No.040-23240541

O/o PCCF Aranya Bhavan, Saifabad, Hyderabad.