

**GOVERNMENT OF ANDHRA PRADESH  
FOREST DEPARTMENT**

**TENDER DOCUMENT FOR  
PROVIDING 20 (TWENTY) MBPS 1:1  
DEDICATED INTERNET BANDWIDTH  
TO ARANYA BHAVAN**

**ANDHRA PRADESH FOREST DEPARTMENT**  
**NOTICE INVITING TENDER**

<b>Item No</b>	<b>Item Description</b>	<b>Item Particulars</b>
<b>A.</b>	Department Name	Andhra Pradesh Forest Department
<b>B.</b>	Circle/Division	IT Wing, O/o PCCF
<b>C.</b>	FILE / NIT Number	31803/2012/IT
<b>D.</b>	Tender Subject	<b>Providing Dedicated Internet Bandwidth to Aranya Bhavan</b>
<b>E.</b>	Quantity	<b>20 Mbps 1:1 Dedicated Internet Bandwidth for 1 Year</b>
<b>F.</b>	Period of Contract	<b>One Year</b>
<b>G.</b>	Form of Contract	Item Wise
<b>H.</b>	Tender Type	Open
<b>I.</b>	Tender Category	Services
<b>J.</b>	EMD Amount (INR)	<b>Rs.35,000.00</b> (Rupees Thirty Five Thousand only)
<b>K.</b>	EMD payable:	Demand Draft drawn in favour of <b>Assistant Conservator of Forests (RS), O/o PCCF &amp; HoFF, Aranya Bhawan, Hyderabad</b> from any scheduled Bank.
<b>L.</b>	Bid Document Obtaining/ downloading Start Date	<b>12.09.2012, 06.00 p.m.</b>
<b>M.</b>	Bid Document Obtaining/ downloading End Date	<b>25.09.2012, 03.00 p.m.</b>
<b>N.</b>	Pre-bid conference / Demo of the equipment	<b>NA</b>
<b>O.</b>	Last Date & Time for Receipt of Bids	<b>25.09.2012, 05.00 p.m.</b>
<b>P.</b>	Bid Validity Period	<b>30 Days</b>
<b>Q.</b>	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	<b>26.09.2012, 11.30 a.m.</b>
<b>R.</b>	Price Bid Opening Date and Time (Financial Bid Stage)	<b>28.09.2012, 11.30 a.m.</b>
<b>S.</b>	Place of Tender Opening	Chambers of Addl. Prl. Chief Conservator of Forests(IT), Room No 563, Aranya Bhavan, Saifabad, Hyderabad.
<b>T.</b>	Tender Inviting / Opening Authority	Addl. Prl. Chief Conservator of Forests (IT), 9440810015 Phone No: 0402321538, Fax No.04023240541
<b>U.</b>	Address/ E-mail id	<a href="mailto:apccf_it_apfd@ap.gov.in">apccf_it_apfd@ap.gov.in</a> , <a href="mailto:apccf_gis_apfd@ap.gov.in">apccf_gis_apfd@ap.gov.in</a> , <a href="mailto:cf_mis_apfd@ap.gov.in">cf_mis_apfd@ap.gov.in</a> , <a href="mailto:acf_gis1_apfd@ap.gov.in">acf_gis1_apfd@ap.gov.in</a>

	V. Contact Details/ Telephone, Fax	<p>O/o PCCF, Aranya Bhavan, Saifabad, Hyderabad.</p> <ol style="list-style-type: none"> <li>1. Dr. A. Rama Murthy, ACF(RS), Room No:513, 9440810186, <a href="mailto:murthyar@rediffmail.com">murthyar@rediffmail.com</a></li> <li>2. Sri P. Sreenivasa Rao, ACF(GIS), Room No:327, 9440810176, <a href="mailto:acf_gis1_apfd@ap.gov.in">acf_gis1_apfd@ap.gov.in</a></li> <li>3. Dr HC Mishra, IFS, APCCF(GIS), Room No. 571, 9440815455, <a href="mailto:apccf_gis_apfd@ap.gov.in">apccf_gis_apfd@ap.gov.in</a>, Fax 040-23232054</li> </ol> <p>O/o PCCF, Aranya Bhavan, Saifabad, Hyderabad.</p>
	W. Eligibility Criterion	<ol style="list-style-type: none"> <li>1. The Tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with APFD.</li> <li>2. The Tenderer should inform APFD the correct address from where the supplies are going to be made to APFD.</li> <li>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 etc should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the APFD reserves the right to take any appropriate action including the cancellation of tender of the respective Tenderer. In this regard the decision of Tender Opening Authority / Additional PCCF (IT) is final and binding on all Tenderers without any recourse.</li> <li>4. The Bidder must have a valid ISP licence from Govt. of India.</li> <li>5. The bidder should have base in Andhra Pradesh and the details of infrastructure facilities available in AP be furnished.</li> <li>6. The bidding company must have the requisite infrastructure and resources to successfully execute the Order and provide service in Aranya Bhawan.</li> <li>7. The ISP should have a fully functional customer service centre with 365x24x7 help desk covering the location of Aranya Bhawan</li> <li>8. The bidder must have experience in providing Internet Service for last 5 years as on bid calling date.</li> <li>9. The bidder must have minimum experience of providing the Service to 10 organisations, out of which atleast 3 should be the Government Organisations/ Institutions.</li> <li>10. The bidder shall either be a Society/firm/company registered under Societies Act/ the Indian Partnership Act/Indian Companies Act 1956 or as the case may be before 31<sup>st</sup> August 2005.</li> </ol>

X.	Procedure for Bid Submission	<ol style="list-style-type: none"> <li>1. <b>Bids shall be submitted online.</b> The tenders are to be submitted in two parts viz., <b>Part I: Technical Bid containing EMD &amp; Part-II: Financial Bid containing the price offered.</b> In case of Technical Bid few attested copies of documents will be accepted offline, in case the tenderer failed to upload documents, because of network traffic in the website. <b>However, the Financial bid must be online only.</b> The hardcopies of the Technical and Financial Bids must be properly marked and enclosed in separate sealed envelopes for their proper identification, which in turn</li> </ol>
----	------------------------------	--

shall be again sealed in a bigger cover superscribing the tender No. & due date of opening.

2. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website [www.eprocurement.gov.in](http://www.eprocurement.gov.in) (OR) <https://tender.eprocurement.gov.in>
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 attested hard copies 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) Details of Technical expertise, support & experience**
  - c) Copy of **Registration** of the firm.
  - d) Copy of **PAN Card and Income Tax return** of the year 2010-11
  - e) Copy of **Service Tax Registration** and up to date Return
  - f) Copy of up to date **VAT clearance Certificate**
  - g) Copy of **Valid ISP license** from GOI
  - h) Copy of **Infrastructure and resources details** including the helpdesk.
  - i) Declaration that they have not been black listed anywhere.
  - j) Clientele list of minimum 10, of which at least 3 should be Govt. Organizations in the same field (with **Purchase Orders** and **Customer satisfaction reports** from the concerned Organizations).
  - k) The firm should intimate the **total bandwidth handled by the firm, Number of existing users and balance band width available**
  - l) **Financial Bid duly signed and stamped by the Tenderer offered online in a separate sealed cover.**
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 M/s 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

		<p>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.</p> <p><b>NOTE:</b> 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.</p>
<b>Y.</b>	Transaction Fee Payable To	<b>Nil</b>
<b>Z.</b>	<b>General Terms and Conditions</b>	<p><b><u>TENDER CONDITIONS FOR ‘Providing 20 Mbps 1:1 dedicated Internet Bandwidth’ to ARANYA BHAVAN, Saifabad, Hyderabad.</u></b></p> <ol style="list-style-type: none"> <li>1. Online (e-Tendering) tenders are invited for providing the above said services. The APFD is desires 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 five 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 <b>Item No. W</b> and submit the documents as mentioned in <b>Item No. X</b> 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 <b>Technical bid</b> will be opened in presence of the tenderers or their authorised representatives on the date of tender opening. The <b>Financial bids</b> of those Tenderers who are technically qualified only, will be opened on the date and time as mentioned in the NIT 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. <b>SUBMISSION OF TENDER DOCUMENTS OFF LINE WILL NOT BE CONSIDERED.</b></li> <li>2. Incomplete, ineligible and unused tenders will be rejected. Telegraphic tenders will not be accepted and no correspondence will be made in this regard.</li> <li>3. 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”, “subject to availability” etc will not be considered.</li> <li>4. Adoption of unfair means to influence the authority offer may be lead to summarily disqualification.</li> <li>5. The intending bidders can carryout inspection of all the Servers in premises during office hours on working days from 11.00 AM to 3.00 PM up to <b>22.09.2012</b>. A summary of inspection report should be submitted with suggestions if any. No request relating to this point will be entertained after <b>22.09.2012</b>.</li> <li>6. An amount of <b>Rs.35,000/-</b> (Rupees Thirty Five Thousand only) is to be remitted as Earnest Money Deposit (EMD) by way of an Account payee Demand draft drawn in favour of the Divisional Forest Officer, Hyderabad, payable at Hyderabad on any scheduled bank and should scan and upload at the time of tendering. The EMD of unsuccessful bidders will be returned on finalization of tender process. The EMD of successful bidder will be released only after successful completion of the supply/installation of service 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 provide band width &amp; 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.</li> <li>7. <b>The rate should be quoted inclusive of all taxes.</b> The rate quoted should be valid for acceptance for a period of 30 (thirty) days from the date of opening. In the event of negotiations being held, the Tenderer will have to keep his offer open for 15 (thirty) days from the date of negotiations or for the extended period as desired by APFD in addition to the period of 30(thirty) days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all taxes, charges etc. Further APFD cannot issue statutory forms like Form C or Form D etc. and this should be taken into account by the</li> </ol>

Service Provider while quoting rates to APFD.

8. Since rate quoted is inclusive of VAT/CST payable no claim for VAT/CST payable will be admitted at a later stage and on any ground whatsoever, irrespective of the supplier/service provider mentioning and recording any thing contrary to the above in the Quotation; unless otherwise any revision in the tax structure is made by the Statutory subsequent to the entering into agreement
9. 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 supply orders placed by APFD.
10. Negotiations will not be made with all the Tenderers. In case of necessity, negotiations will be made only with the lowest selected Tenderer(s) and in this regard the decision of APFD if applicable or the decision of the PCCF or any other Officer authorised by PCCF, shall be final and binding on the suppliers without any recourse.
11. 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 & installation of Goods & services, shall not become a cause of action or ground to initiate any legal action before any Court(s) of Law for obtaining any order, Injection, Direction etc., from the Hon'ble court or Courts to stall the proceedings in APFD.
12. The tendered quantity is tentative. It can be increased or decreased at the discretion of APFD. The APFD may accept or reject, in full or in part, any or all the offer, without assigning any reason whatsoever.
13. 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.
14. **The specifications of the Goods and Services desired are as follows:**
  - a. 20 Mbps 1:1 dedicated Internet Bandwidth to Aranya Bhavan for 1 year
  - b. Uptime should be 99.5% with service level agreement.
  - c. Support of any of 2 connectivity like OFC, Leased Line, Wireless etc is desired, to ensure 99.5% uptime.
  - d. In case of Wireless connectivity/ leased line connectivity, equipment and circuit should be maintained by the bidder.
  - e. Leased line charges if any should be borne by the service provider and will be adjusted in the overall bill by the department.
  - f. Providing LINUX/Windows/Storage Servers support of Maintenance
  - g. Providing atleast 50 Static IPs, configure reverse look up for each static IP addresses, as and when required
  - h. The vendor must mention clearly the requirement of the Hardware and Software (Server, Operating Systems, etc.) to make this connectivity operational.
13. Tenders, who are not in accordance with the stipulations mentioned, are liable for rejection. Offer with insufficient information and offer which do not strictly comply with the stipulations given above, are liable to be rejected. Any Tenderer not accepting the conditions mentioned herewith or providing wrong information will be summarily rejected.
14. **The Supply and Installation of Goods & Services should be affected strictly as per Terms & Conditions.** The schedule is tentative and the APFD is having every right to revise the schedule.
15. 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. The successful bidder (The Supplier/Service Provider) 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/- **within 10 days** from the date of receipt of the intimation to him that his TENDER has been accepted. The format of agreement shall be supplied to THE FIRM along with communication of accepting the rates quoted. The Signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. In case of change in the Authorized signatory it is binding on the supplier to inform the changes to the APFD.

16. 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 Service/Commodity. 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.
17. **Terms of Delivery:** The Supplier/Service Provider shall deliver the Goods and Services within a **period of 2 weeks** from the date of issue of Purchase Order.
18. Supply, assembling, Commissioning, testing etc. of all Goods & Services including others accessories shall be the responsibility of the Supplier/Service Provider.
19. Service should be subjected to quality analysis. The Supplier/Service Provider shall be responsible for the quality of the Goods and Services. If the defects pointed out are not rectified immediately the agreement is liable to be cancelled at any time. Effort should be made by the Supplier/Service Provider to rectify the defects within the time frame.
20. The equipment should be repaired on site, if any problem arises and within time frame, otherwise standby equipment should be provided till the equipment is repaired.
21. **REJECTION OF GOODS & SERVICES:** The APFD reserves the right to either reject the entire Goods & Services or impose cut in Goods & Services supplied by The Supplier/Service Provider at its discretion if the quality of the Goods & Services is not in accordance with the specifications (those specified or if any given by the Supplier/Service Provider) 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 Supplier/Service Provider. The cuts will be imposed on the physical verification of the supply received. Where any Goods & Services is rejected on account of it's non-confirming to the specifications or not of best quality or due to non compliance to any other clause of the contract, The Supplier/Service Provider should promptly replace/ rectify the rejected Goods & Services at the discretion and satisfaction of APFD. All expenditure incurred on account of such replacement/ rectification shall be entirely borne by the Supplier.
22. **Performance-cum-Security Deposit:** The Supplier/Service Provider has to furnish Performance-cum-Security Deposit for an amount of 20% of the contract value in favour of Assistant Conservator of Forests (RS), O/o PCCF&HoFF, Aranya Bhawan, Hyderabad with a validity of 1 year + 2 months from the date of commissioning of the Goods and Services. It shall be released to The Supplier/Service Provider after completion of The Supplier/Service Provider'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.
23. **DELAY IN THE SUPPLY OF GOODS & SERVICES:** The work should be affected strictly as per time schedule. 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 Supplier/Service Provider. However, if the

rate is cheaper, the benefit will not accrue to The Supplier/Service Provider. If The Supplier/Service Provider 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 1 week - **1%**
- b. Delay up to 2 weeks - **2%**
- c. Delay up to 4 weeks - **3%**

24. The APFD also reserves the right to increase or reduce the tender quantity 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 Supplier/Service Provider without any recourse.
25. Supply should be accompanied by a bill, advance stamped receipt and warranty certificate if applicable for arranging payment. The successful Tenderer should furnish copies of registration of firm if applicable, CST/VAT registration, Sales Tax registration and Latest Income Tax Assessment order along with the invoice, if not enclosed along with the tender and if has consciously accepted the non- submission of documents along with the tender.
26. **Payment Schedule:** No advance payment shall be made to The Supplier/Service Provider. The standard APFD payment schedule will be followed. The payment to The Supplier/Service Provider shall be made by APFD only through cheques. The Payment shall be made to The Supplier/Service Provider only after delivery, testing, commissioning, assembling and inspection etc of the goods & services at each specified location; and on production of Performance-cum-Security Deposit. The Supplier/Service Provider shall submit certificate of delivery, installation, acceptability and satisfaction from the Officers of Geomatics Centre, O/o PCCF&HOFF duly signed by the concerned Officers and The Supplier/Service Provider, along with the warranty certificates for effecting release of payment. The date on which such certificate is signed shall be deemed to the date of Commissioning. The payment shall be made at the end of each quarter (3 Months) after rendering the satisfactory services and after obtaining the satisfactory reports from the concerned controlling Officers.
27. The APFD shall not be liable to make any penal charges to The Supplier/Service Provider, like interest on late payment of bills etc.
28. **OF PENALTIES:** APFD reserves the right to levy penalty or withhold part or full payment payable to the FIRM for delay in the supply of Goods & Services, supply of Goods & Services not conforming to the specifications, supply of Goods & Services with adulteration without prejudice to The Supplier/Service Provider. In this regard, the decision of the PCCF or any officer authorized by the PCCF shall be final.
  - a. For breach of any of the above tender conditions, the EMD is liable to be forfeited duly blacklisting The Supplier/Service Provider. Further, Non-performance of any of the contract provisions to the satisfaction of APFD will disqualify the supplier to participate in the tenders for the next five years, by disabling the digital certificate.
  - b. The Supplier/Service Provider is further liable to reimburse / compensate the APFD or to third party for cost of any loss, damage, injury, harm etc., caused or arising out of the negligence in supplying of low quality or adulterated Goods & Services, or any other act or breach of contract, in addition to imposing penalty @ 5% of contract Value, forfeiture of the Performance-cum-Security Deposit, besides being blacklisted for a period of five (5) years as well as disqualifying The Supplier/Service Provider to participate in the future tenders/supplies.
  - c. If any Goods & Services etc. supplied by The Supplier/Service Provider have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty, then the contract price or prices of such Goods and Services, 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.
  - d. The Supplier/Service Provider shall be liable for criminal proceedings under the



appropriate Section/s of the Cr.P.C. for adulteration of the Goods and Services, if any, besides blacklisting and forfeiture of the Performance-cum-Security Deposit.

- e. 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/Service Provider or from his Performance-cum-Security Deposit or from his properties or other money due or may become due to him.
  - f. The amount to be recovered, if not paid by The Supplier/Service Provider will be liable to be recovered under LRR Act.
29. 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 supplier/ service provider 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 Supplier/Service Provider without any recourse.
30. APFD reserves right to terminate/amend/modify the contract without assigning any reason or advance notice to the Tenderer/Supplier. Similarly, the terms and conditions of the tender may be amended/modified by APFD, if necessary, to ensure competitiveness and quality.
31. **SUB-CONTRACTING:** The contract supply awarded should be executed by the successful Tenderer/ quotationer only and sub-contract of supply is not permitted.
32. **INDEMNITY:** The Tenderer shall at all times indemnify APFD, against all claims, which may arise in respect of supply of low quality of commodities/material/items/service etc., not conforming to the specifications. THE Tenderer 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 thereof.
33. If the Supplier/Service Provider, in the opinion of APFD, 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 supplier without being liable to pay any compensation for such cancellation.
34. The supplier/ service provider who applies for this tender 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 shall be automatically rejected.
35. No supplier/ service provider shall be allowed at any time on any ground what so ever to claim revision or modification in the rates quoted by him. Conditions such as Subject to Availability Supplies will be made as and when supplies are received etc, will not be considered under any circumstances.
36. **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.

37. **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.

38. **Miscellaneous**

- a. This Terms and Conditions may be amended by the Parties only in writing, which writing must be signed by authorized representatives of the Parties.
- b. Each Party shall bear its own legal and other expenses incurred in connection with executing Agreement
- c. Headings and terms used in this document are for convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this document.

**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](http://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](http://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.
3. **Registration with e-Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s Vayam Technologies Limited, M/s APTS or [www.eprocurement.gov.in](http://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.
  - 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 response.
  - iii. The department shall carry out the technical evaluation based on the uploaded certificates/documents and submitted offline in case of network congestion, 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. Vayam Technologies Ltd., 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 C1 India Pvt. Ltd. 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](mailto:helpdesk.eproc@vayamtech.com)

**For further clarification please contact:**

**Dr. A. Rama Murthy**, Assistant Conservator of Forests (RS), Room No:513, O/o PCCF, Aranya Bhavan, Saifabad, HYDERABAD. Mobile: 9440810186, e-mail: [murthyar@rediffmail.com](mailto:murthyar@rediffmail.com)

**Sri P. Sreenivasa Rao**, Assistant Conservator of Forests (GIS), Room No: 327, O/o PCCF, Aranya Bhavan, Saifabad, HYDERABAD. Mobile: 094408 10176. e-mail: [acf\\_gis\\_apfd@ap.gov.in](mailto:acf_gis_apfd@ap.gov.in)

**Dr HC Mishra, IFS**, Additional Principal Conservator of Forests (GIS), Room No: 571, O/o PCCF, Aranya Bhavan, Saifabad, HYDERABAD. Mobile: 094408 15455. e-mail: [apccf\\_gis\\_apfd@ap.gov.in](mailto:apccf_gis_apfd@ap.gov.in)