



TIRUMALA TIRUPATI DEVASTHANAMS: TIRUMALA
ANNAPRASADAM DEPARTMENT, TIRUMALA

Office of the Deputy Executive Officer (Annaprasadam)

e-TENDER

STANDARD BID DOCUMENT

PREPARED FOR TTD



TIRUMALA TIRUPATI DEVASTHANAMS: TIRUPATI
ANNAPRASADAM DEPARTMENT, TIRUMALA***
DRAFT BID DOCUMENT

e-PROCUREMENT TENDER

NIT No. TTD-26022/30/2020-MTVAC SEC-TTD

VOLUME - I

NAME OF WORK	:	“Providing Manpower-547 Nos., of Cleaners/ Multipurpose Workers (MPWs) under unskilled category to work at Annaprasadam department, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving& cleaning etc., works, as assigned by the department from time to time”
NAME AND ADDRESS OF THE CONTRACTOR WHO DOWN LOADED THE BID DOCUMENTS	:	<div></div> <div></div> <div></div> <div></div> <div></div>

TIRUMALA TIRUPATI DEVASTHANAMS :: TIRUPATI.

MASTER INDEX

NAME OF WORK: “Providing Manpower-547 Nos., of Cleaners/ Multipurpose Workers (MPWs) under unskilled category to work at Annaprasadam department, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving& cleaning etc., works, as assigned by the department from time to time”

(TENDER DOCUMENT NO : TTD-26022/30/2020-MTVAC SEC-TTD)

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NOTICE INVITING TENDER (NIT)

**TIRUMALA TIRUPATI DEVASTHANAMS: TIRUPATI
ANNAPRASADAM DEPARTMENT, TIRUMALA**

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**e-PROCUREMENT TENDER
NOTICE INVITING TENDERS (NIT)**

1	Department Name	:	TTD - ANNA PRASADAM DEPARTMENT
2	Circle	:	Annaprasadam Department, TTD
3	Tender Notice No.	:	TTD-26022/30/2020-MTVAC SEC-TTD
4	NIT No	:	TTD-26022/30/2020-MTVAC SEC-TTD
5	Name of Work	:	"Providing Manpower-547 Nos., of Cleaners/ Multipurpose Workers (MPWs) under unskilled category to work at Annaprasadam department, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving& cleaning etc., works, as assigned by the department from time to time"
6	ECV	:	OPEN TENDER
7	Period of Completion	:	24 (Twenty Four) Months
8	Form of Contract	:	Lump Sum (L.S)
9	Class of Contractor eligible for tendering	:	<i>FIRMS with relevant proven experience in the same field</i> 1. GENERAL REQUIREMENTS: <i>1) The Contractor / Firm shall furnish ESI & EPF</i>

			<p><u>Registration and also Labour Registration from the competent authority and other requisite documents.</u></p> <p>2. EXPERIENCE CRITERIA: The Contractor should satisfy the following.</p> <p>a) The Tenderer shall have minimum three (03) years of experience of rendering Manpower services/labour contract in any Govt. Departments / Public Sector Undertaking / any reputed Academy / Private Companies and they should have carried out and completed similar works/ labour related works in their own name as principal contractor and not in any other name as per MOU signed with other parties.</p> <p>b) Financial Criteria: The Tenderer shall have minimum annual turnover of Rs 3.00 Crore (Rupees Three Crores only) in any of the last three financial years ending 31.03.2023.</p> <p>3. The Tenderer shall have completed similar works/labour related works of costing not less than the minimum value of Rs. 50 lakhs (Rupees Fifty lakhs only) in any one of the years during the period 01/05/2018 to 31/03/2023.</p> <p>4. The Tenderer must note that they should have carried out and completed similar works/ labour related works in their own name as principal contractor and not in any .</p>
10	Tender Type	:	Open
11	Bid Call (Nos.)	:	1 st call
12	Type of Quotation	:	Open (Services) (Labour Contract)
13	Transaction Fee	:	All the participating bidders shall pay a transaction fee (non-refundable) on- line (non-refundable) (Generated Online) in favour M/S APTS, Vijayawada. It is mandatory for the bidders to pay the transaction fee through the Electronic payment Gateway.
1	EMD / Bid	:	1. Rs. 30,00,000/- (drawn on/or After

4	Security (INR)		(Tender Notice Date) (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) /on line payment / challan made in favour of Executive Officer-TTD- SV Annaprasadam Trust, TTD, Tirupati and payable at Tirupati. (Name of Account holder: EO TTD- SV Annaprasadam Trust, TTD, Account No.013110011500048, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. (Online payments to any other Account / EMD paid through Demand draft will be summarily rejected).
1 5	Bid Document Downloading Start Date	:	19-02-2024 @5.00PM
1 6	Bid Document Downloading End Date	:	06-03-2024 @1.00PM
1 7	a) Last Date & Time for Receipt of Bids	:	06-03-2024 @3.00PM
	b) Pre-Bid Meeting	:	29-02-2023 @3.00PM
1 8	a) PQ Stage Date & Time	:	06-03-2024@3.30PM
	b) EMD in Original Submission	:	Original BGs should be submitted before PQ stage opening date & time fixed.
1 9	Commercial Stage Date & Time	:	08-03-2024 @ 11.00AM
2 0	Bid Validity Period	:	90 Days
2 1	Declaration of successful bidder by competent authority (L1 after e-auction and physical document	:	-

	verification) subject to reverse tendering process Vide GO Ms No 67 dt 16-08-2019		
2 4	Tender inviting authority i.e., Officer inviting bids and opening the bids	:	Executive Officer, TTD, Tirupati
2 5	Bid opening authority and address	:	Superintending Engineer - II, First floor, Room No.48, T.T.D. Admn. Building, K.T. Road, Tirupati, Tirupati (Dist.), A.P, India.
2 6	Contact Details	:	0877-2263031/2263035, 9885721203
2 7	Procedure for bid submission	:	As per Notice Inviting Tender
2 8	General Terms & Conditions / Eligibility criteria	:	As per Tender Document
2 9	Procedure for Bid Submission.	:	<p>a) Tender schedule can be downloaded from the web site: https://tender.apeprocurement.gov.in</p> <p>b) Intending bidders can contact O/o the Deputy Executive Officer(APT), TTD, Tirumala for any clarification, information on any working day during working hours.</p> <p>c) All bidders shall fill out the pre-qualification checklist and sign on the self-declaration form stating their compliance with all the technical and financial pre-qualification criteria</p> <p>d) EMD for Rs.30,00,000/- to be paid (drawn on/or after (Tender Notice Date)) (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) /on line payment / challan made in favour of Executive Officer-TTD- SV Annaprasadam Trust, TTD, Tirupati and payable at Tirupati. (Name of Account holder: EO, TTD- SV Annaprasadam Trust, TTD Account EMD, TTD EMD Account No.013110011500048, UNION BANK OF INDIA, IFSC</p>

		<p>Code: UBIN0801313, MICR No. 517026071. (The EMD online payment is to be made through e-procurement portal only. The EMD Account details furnished is for obtaining Bank Guarantee only. The EMD paid through NEFT / RTGS mode or through Demand Draft will be summarily rejected).</p> <p>e) All bidders shall upload documents in the e-Procurement portal validating their declarations under the technical and commercial pre-qualification criteria laid out in the checklist</p> <p>f) The bidders shall quote their initial price offer at the prescribed field / place provided in the e-market place.</p> <p>g) DELETED.</p> <p>h) The bidder shall sign on all the documents uploaded by him including EMD owning responsibility for their correctness / authenticity and upload along with Tender.</p> <p>i) The system shall carry initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria and the declaration up loaded by the bidder.</p> <p>j) All bidders shall furnish the original hard copies of the BG for EMD before PQ stage opening date and time fixed.</p> <p>k) If any bidder fails to submit the original hard copies of the BG for EMD within the stipulated time, the Initial Price Offer of the respective bidder will not be opened and they shall not be carried forward into the reverse auction phase.</p> <p>l) The Department shall carry out the technical bid evaluation solely based on the uploaded certificates / documents, BG/Online payment towards EMD in the e-procurement system and open the price bids of so received.</p> <p>m) Successful bidder shall furnish the original hard copies of all the documents / certificates / statements, BG / Online payment receipt / challan uploaded by him before concluding agreement and stipulated time.</p> <p>n) If the successful bidder fails to submit the original hard copies of up loaded certificates / documents, BG / Online payment receipt / challan</p>
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			<p>towards EMD within the stipulated time or if any variation is noticed between the up loaded documents and the hard copies submitted by the bidder, the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years as per G.O.Ms.No. 174, Dated 01.09.2008. If any of the documents furnished by the bidder are found to be false / fabricated / Bogus, at any time the bidder will be black listed and the EMD will be forfeited.</p> <p>o) e-procurement corpus fund: The successful bidder shall pay 0.04% of estimate contract value towards e-procurement corpus fund in the shape of demand draft in favour of Managing Director, Andhra Pradesh Technology Services, Vijayawada on or before concluding the agreement.</p>
3 0	Special conditions	:	<p>1 The Scope of Work shown above is only indicative and detailed scope has been described in the Bid Document.</p> <p>2 The time for completion of the Contact workers service is 24 months</p> <p>3 The Employer reserves the right to accept or reject any or all the Bids without assigning any reason whatsoever.</p> <p>4 The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended / notified.</p> <p>5 The Contractors shall submit their Bids online only. Any sort of difficulties or the problems in the internet, web site in submission of tenders, the Employer is not responsible.</p> <p>6.The Contractor shall submit a copy of valid GST registration certificate issued by the registration authority. If the contractor is having GST Registration with other state, he shall have to get registered with AP state GST also before entering into agreement.</p> <p>7. The Contractor shall submit copy of PAN card and copy of latest Income Tax return submitted to IT Department along with proof of submission.</p> <p>11.Any other condition regarding receipt of Bids</p>

		<p>in conventional method appearing in the Bid documents may please be treated as not applicable.</p> <p>12. The Contractors should invariably upload the scanned copies of Bid Security and experience certificates and other relevant documents duly signed by them.</p> <p>13. The successful tenderer has to pay further EMD at Value at the rate of 2.5 % of Tender Contract Value, less the EMD already paid at the time of tender, by Demand Draft / BG from any Scheduled bank drawn in favor of E.O. -TTD- SV Annaprasadam Trust, TTD, Tirupati at the time of concluding the agreement. If the tenderer wishes to pay by BG for the full amount of EMD of 2.5% the same will be permitted. If the original EMD 1% is by BG then also 2.5% EMD can be paid by BG. However, in all the cases original EMD at the time of tender by BG shall be submitted for verification and the same will be returned only after satisfactory submission of FULL EMD. The BG shall be valid for 36 months. All the BGs/DDs shall be in favour of the Executive Officer-TTD- SV Annaprasadam Trust, TTD, Tirupati and payable at Tirupati. The successful tenderer has also to pay an Additional Security Deposit of 2.5% of the contract value over and above EMD in the form of Demand Draft or Bank Guarantee, drawn in favor of Executive Officer-TTD- SV Annaprasadam Trust, TTD, from any Scheduled bank approved by TTD and shall be valid for a period 30 months.</p> <p>14. Bids shall be valid for a period of 3 months from the last date of submission of Bids. Before expiry of validity, the authority who called for the Contractor, shall seek for further extension of validity from the Contractors and in case the validity is not extended by any Contractor, his Bid shall not be considered after such expiry and his</p>
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		<p>Bid Security shall be returned.</p> <p>15. The retention amount from the bills will be deducted at the rate of 5.00% on schedule - A & B only as usual.</p> <p>16. All necessary permissions / clearances / approvals are to be processed and obtained by the Contractor only at his own cost. As a user agency, the Employer will cooperate in processing the proposals in respect of the above.</p> <p>17. In case of discrepancy between the Price Bid quoted online and in supporting documents uploaded, the Price Bid quoted in the template provided online only would be considered for evaluation.</p> <p>18. Bid Price should be quoted online in the specified template.</p> <p>19. The Tenderer shall have minimum three (03) years of experience of rendering Manpower services / labour contract in any Govt. Departments / Public Sector Undertaking / any reputed Academy / Private Companies and they should have carried out and completed similar works/ labour related works in their own name as principal contractor and not in any other name as per MOU signed with other parties.</p> <p>20. In case of Projects executed in Government departments /Government undertakings, the experience certificates should be certified by the Executive Engineer or equivalent and counter signed by the Superintending Engineer or equivalent and copies may be uploaded along with tender duly self-attested.</p> <p>21. Further, the Employer reserves the right to undertake a verification of the experience so stated, through engaging the services of a Professional Agency, and if any discrepancies are noticed in the information provided by the Contractor/ Successful Contractor/ Contractor regarding previous</p>
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		<p>relevant experience, the said Contractor/ Successful Contractor/Contractor shall be disqualified duly forfeiting EMD and value of work done and shall be liable to pay damages as determined by the Employer. Further, the Contractor/ Successful Contractor/ Contractor shall be black listed.</p> <p>22. The Contractor is subjected to be disqualified and liable for black listing and forfeiture of Bid Security, if he is found to have misled or furnished false information in the documents submitted in proof of qualification requirement.</p> <p>23. Even during execution of the work, if found that the Contractor had produced false/fake certificates of experience, he will be liable for black listing and the Contract will be liable for termination duly forfeiting EMD and all the amounts due to him.</p> <p>24. The Employer reserves the right to relax the conditions if required for eligibility of the Contractor in the public interest. The contractor(s) shall not have any right to question the decision taken by the employer in this regard.</p>
3 1	General Terms & Conditions	<p>1. The details and certificates are to be furnished as per the proforma available in the tender schedules in proof of Qualification Criteria. The details of works not furnished in the relevant formats shall not be taken in to consideration for evaluation, though up loaded along with Bid.</p> <p>2. The Contractor should have the key and critical equipment (either owned or leased) as mentioned in the Bid Document.</p> <p>3. The Contractors shall submit a written Power of Attorney duly registered authorizing the signatory of the Bid to sign for the Contractor.</p>
3 2	SCOPE OF WORK	<p>The Scope of the work is as detailed below</p> <p>“Providing Manpower-547 Nos., of Cleaners/ Multipurpose Workers</p>

			(MPWs) under unskilled category to work at Annaprasadam department, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving& cleaning etc., works, as assigned by the department from time to time" including all man power, as per requirement approved by the department and schedule fixed by the department. The rate is inclusive of all incidental charges (except GST).
3 3	Tender can be down loaded	:	https://tender.apecurement.gov.in
3 4	Tender Documents (in zip format)	:	Tender Doc.zip
3 5	Address/E-mail id		svannadanamtrust.ttd@tirumala.org

1.1 Procedure for bid submission:

1. Bids shall be submitted online on <https://www.tender.apecurement.gov.in>

2. The bidders who are desirous of participating in e-procurement shall submit their bids as per the standard formats available at the e-market place.

3. All bidders must fill in the pre-qualification checklist in the templates provided and sign on the self-declaration form stating

their compliance with all the technical and financial pre - qualification criteria and up load the same.

4. **E.M.D. Rs. 30,00,000/- drawn on / or after (tender notice date)** (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) / Online payment / challan made in favour of Executive Officer-**TTD- SV Annaprasadam Trust**, TTD, Tirupati and payable at Tirupati. (Name of Account holder: EO, TTD- SV Annaprasadam Trust, TTD Account No. 013110011500048, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. (Online payments to any other accounts / By way of DD will be summarily rejected). **The EMD online payment is to be made through e-procurement portal only. The EMD Account details furnished is for obtaining Bank Guarantee only. The EMD paid through NEFT / RTGS mode or through Demand Draft will be summarily rejected.**

5. All bidders must upload all supporting documents in the e-Procurement portal validating their declarations and uploaded in the templates provided for the same under the technical and commercial pre-qualification criteria laid down in the check list.
6. The bidders should quote their initial price offer at the prescribed field / place provided in the e-market place within the prescribed period.
7. The bidder shall sign on all the documents uploaded by him including EMD along with the self-declaration for fulfilling pre - qualification criteria set by the Department (on the check list) owning responsibility for their correctness / authenticity and upload along with Tender.
8. The system shall carry initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria and the declaration up loaded by the bidder.
9. The price bids will be opened on the date and time fixed.
10. If any bidder fails to submit the original hard copies of the BG for EMD within the stipulated time, the Initial Price Offer of the respective bidder will not be opened and their commercial bid will not be considered for opening.

NOTE:

Online tender (e-Tender) under two bid systems are invited from experienced & reputed manpower supply contractors having sound financial standing, meeting the qualifying requirement for providing Manpower Services.

1. The Tenderers shall submit their bids online on e-procure portal of Govt. of A.P <https://apeprocurement.gov.in>.
2. The bid shall remain valid for 90 days from the date of opening of financial bid. Any future clarification and/or corrigendum(s) shall be communicated on <https://apeprocurement.gov.in>.
3. The contractor has to quote the rate of service charges per each person per month of not less than Rs.500/- per head and to a maximum of 5% over the present basic wages of the each worker i.e Rs.15,000.00.
4. The percentage of service charges should not be more than '5%'.
5. The Executive Officer, TTD/ Deputy Executive Officer (Annaprasadam Trust), TTD, Tirumala reserves the right to modify any terms and conditions before submission of the bids.
6. All tender required documents should be uploaded through e-procure portal only.
7. The number of workers i.e 547 shown in Annexure-I are inclusive of off duty relievers

1.2 General Terms & Conditions

1. **Transaction fee:** All the participating bidders shall pay a transaction fee (non-refundable) on- line (non-refundable) (Generated Online) in favour M/S APTS, Vijayawada.
2. E.M.D. **Rs. 30,00,000/- drawn on or after (Notice Date) (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) / Online payment/ challan made in favour of Executive Officer-TTD- SV Annaprasadam Trust, TTD, Tirupati and payable at Tirupati. (Name of Account holder: EO, TTD- SV Annaprasadam Trust, TTD Account No. 013110011500048, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. (Online payments to any other accounts & EMD paid through Demand draft will be summarily rejected).**
3. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
4. The successful bidder shall **pay 0.04%** of estimate contract value towards e-procurement corpus fund as generated online in e-procurement platform
5. "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." (G.O.Ms.No.6, dated

28/02/2005 of IT & C Dept., Govt. of AP) and as per G.O.Ms.No.67, WR (Reforms) Dept., Dt.16.08.2019.

6. As per the G.O.Ms 174, I&CAD (PW-Reforms) Department dated 01-09-2008 , that the successful bidder found defaulting in submission of hard copies of uploaded certificates / documents BG / Online payment towards EMD within the stipulated time i.e. before concluding the agreement or if any variation is noticed between the uploaded documents and the hard copies submitted by the successful bidder, the successful bidder will be suspended from participating in tenders on e-Procurement platform for a period of three years.
7. Tender percentage to be quoted should be inclusive of all taxes excepting GST.
8. **~~Single Tender received in 1st Call is liable for Cancellation.~~**
9. The successful bidder has to pay the further EMD @ 2.5 % of ECV/TCV minus (-) EMD already paid during tendering, at the time of conclusion of the Agreement in the shape of crossed DD / BG (Valid for contract period + Defect liability period of 12 months + 28 Days) in favour of E.O. -TTD- SV Annaprasadam Trust, TTD, Tirupati.
10. The successful tenderer has to sign an agreement within a period of FIFTEEN (15) days from the date of receipt of communication of acceptance of his tender. This shall be done along with submission of all the uploaded documents, attested copies of uploaded documents, BG/ Online Payment/Challan Receipt for EMD, DD/BG for balance EMD, Online payment for APTS and other documents if any. On failure to do so his tender will be cancelled without issuing any further notice and action will be initiated for black listing the tenderer.
11. If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the agency will be suspended for one year with all the Departments in A.P in respect of conventional tenders also vide G.O.Ms.No. 259 of T, R&B (R.V) dept., dt. 6.9.2008.

(B) LEGAL CONDITIONS:

- (1) If there are any violations of terms and conditions of the tender document / agreement, the agreement is liable to be cancelled, consequently the EMD and Security Deposit shall be forfeited.
- (2) In the event of any violations of the terms and conditions of the tender document / agreement, particularly in carrying out the work to the satisfaction of TTD and to meet the contingency, any expenditure is incurred / spent by TTD under the **Risk Operation**, the contractor is liable to pay the same with interest and TTD is also liable to claim damages from the contractor.
- (3) There shall be no employer and employee relationship between TTD and the workers of the Contractor and the workers of the contractor shall not claim any rights whatsoever from TTD.
- (4) In the event of any disputes between the Contractor and its workers in whatsoever manner in respect of the subject MOU / Agreement, the Contractor shall alone responsible to settle the same and the TTD shall not entertain any claims whatsoever in this regard.
- (5) The Contractor is hereby undertakes that its workers shall not indulge in any unlawful, un to do and criminal activities at the work place and in the event of any such incidents, TTD shall reserve the right to take appropriate civil and criminal action against the concerned and consequently the **Agreement / MOU shall also be liable for cancellation** apart from forfeiture of EMD and Security Deposit.
- (6) TTD shall not provide any type of accommodation to the workers of the Contractor at work place.
- (7) That in the event of failure of performance of the contractor in terms of the **Agreement / MOU** and there by the TTD sustain loss / damage towards the risk operation, the contractor shall liable to pay such damages with interest @ 12% P.A.
- (8) That in the event of inaction, gross negligence and malafide intention of the contractor and its workers and if the Contractor grossly violated the terms and conditions and the work done by the Contractor is not satisfactory to the TTD in accordance with Agreement and there by TTD sustained any loss to meet the immediate contingency, the contractor is liable to pay the same.
- (9) In case of a dispute / difference arising between the TTD and the contractor relating to any matter arising out of or connected with this Agreement, such dispute shall be referred to the Sole Arbitrator appointed by TTD and the Arbitration Proceedings shall be conducted as per the procedure prescribed under Arbitration and Conciliation Act, 1996

- in English language and the seat of Arbitration shall be at Tirupati”.
- (10) If there is any other cause of action apart from the redressal of the issue in accordance with the Arbitration Clause of the Agreement the Courts at Tirupati shall alone have jurisdiction.

MANDATORY REQUIREMENTS & ELIGIBILITY CRITERIA:

1. The Tenderer shall have minimum three (03) years of experience of rendering Manpower services/labour contract in any Govt. Departments / Public Sector Undertaking / any reputed Academy / Private Companies and they should have carried out and completed similar works/ labour related works in their own name as principal contractor and not in any other name as per MOU signed with other parties.

2. The Tenderer shall have minimum annual turnover of Rs 3.00 Crores (Rupees Three Crores only) in any of the last three financial years ending 31.03.2023.

3. The Tenderer shall have completed similar works/labour related works of costing not less than the minimum value of Rs. 50 lakhs (Rupees Fifty lakhs only) in any one of the years during the period 01/05/2018 to 31/03/2023:

4. The Tenderer must note that they should have carried out and completed similar works/ labour related works in their own name as principal contractor and not in any other name as per MOU signed with other parties.

5. The Tenderer shall upload the self-attested copies of the following required documents on online:

- a. ***EMD Amount : Rs.30.00 lakhs (Rupees thirty lakhs only)*** (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) /on line payment / challan made in favour of Executive Officer-TTD- SV Annaprasadam Trust, TTD, Tirupati and payable at Tirupati. (Name of Account holder: EO, TTD-SV Annaprasadam Trust, TTD Account No.013110011500048, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. (Online payments to any other Account / EMD paid through Demand draft will be summarily rejected).
- b. ***PF Registration with PF code number***
- c. ***ESI Registration***
- d. ***Valid Licence (if applicable) issued in respect of previous employers by Jurisdictional Labour Commissioner.***
- e. ***Details of works of similar nature carried out in Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies in the last 3 years ending on 31 March, 2023 as defined in point no(3).***
- f. ***Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March, 2023 duly certified by CA with valid DIN No.***

- g. Copy of income tax returns for the last three (3) years.*
- h. Self-declaration for List of Arbitration cases (if any).*
- i. Copies of certificates/allotment letter of GST and PAN Number.*
- j. The Tenderer should hold valid firm registration certificate.*

6. The number of manpower mentioned at annexure-1 is indicative, however the contractor shall ensure the supply of the required manpower as requested by the Deputy Executive Officer (Annaprasadam Trust), TTD, Tirumala.

7. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage.

8. The bid shall be valid and open for acceptance of the Competent Authority of TTD for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful Tenderer shall be entertained.

9. An agreement shall be signed with the successful Tenderer as per specimen enclosed.

10. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.

11. Tenderers are advised to study carefully the tender documents and the conditions before quoting their bid.

12.The Bidder shall quote Service charge per head per month on the basic rate/wage (Rs.15,000) as mentioned per each labourer/worker as defined in the Annexure-I, which shall be inclusive of all applicable statutory taxes (Except GST) on online only.

- (1) The contractor has to quote the Service charge for each labourer/worker to be deployed duly abiding by the labour contract act as defined in the Tables which shall be inclusive of all applicable statutory taxes but excluding ESI, EPF as per the Minimum Wages Act prevailing time to time and complying with the labour laws.**

Note:- The tenderer have to quote the services charges not more than 5% as per GOMS No.151 dated 08.08.2016 of Govt of A.P.

13. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer by Tenderer during the validity period of the offer (b) Non-acceptance of orders by Tenderer when placed (c) Non-confirmation of acceptance of orders by Tenderer within the stipulated time after placement of offer (d) Any unilateral revision made by the Tenderer during the validity period of the offer.

NOTE:

In case of non-submission of these certificates, the TTD 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 / The Executive Officer/Addl.E.O, Tirumala is final and binding on the tenderers without any recourse.

14. In case of non-submission of these certificates, the TTD 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 / The Executive Officer/ Addl.E.O, Tirumala/Deputy Executive Officer (Annaprasadam Trust),TTD, Tirumala is final and binding on the tenderers without any recourse.

15. Age of the workers shall not be less than 20 Years with able bodied persons and in good health condition.

Pre bid meeting and Clarification Requests by Tenderer:

The details presented in this Tender Document have been compiled with all reasonable and possible care. However, it is the Tenderer's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.

Tenderer shall examine the Tender Document thoroughly in all respects and if any conflict, contradiction, discrepancy, error or omission is observed, Tenderer must request clarification in the pre-bid meeting.

Pre-bid meeting will be held at the **O/o E.E-VII, Room No. 323, TTD Administrative Building, K.T Road, Tirupati, Tirupati District, A.P-517501 on 29-02-2024 @3.00 PM.** All prospective tenderers are requested to attend the same duly submitting their queries/points in writing which require clarification. The queries received within due date i.e., at least 24 hours before Pre-Bid meeting alone will be considered. Clarifications furnished in the pre-bid meeting will become the part of the bid document.

The minutes of the pre-bid meeting will be communicated by e-mail to all the tenderers who participated in the pre-bid meeting. Further a copy of the same will be published as corrigendum in the e-Procurement web portal apart from displaying at TTD website www.tirumala.org. The response to queries / clarifications of the tenderers shall not form part of Tender Document unless issued as an Amendment /Addendum/Corrigendum.

Office of the Deputy Executive Officer(Annaprasadam Trust),TTD,Tirumala

Tirumala Tirupati Devasthanams :: Tirumala

PROCEDURE FOR BID SUBMISSION ON e-procurement PLATFORM (e

Tendering):

- 1) The Tenderer 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. The Tenderer 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. Off-line bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- 2) The Tenderers shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The Tenderers 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 Tenderer shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Tenderer 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 Tenderers may contact HELP DESK of **M/s Upadhi.....**

Digital Certificate authentication:

The Tenderer 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 Tenderer will not be accepted on the e Procurement platform.

- 4) **For obtaining Digital Signature Certificate, you may please Contact:**

Andhra Pradesh Technology
Services Limited
Vijayawada
A.P (or)

Any other Registration Authority (RA) 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>"

5) Hard copies:

- i) All the Tenderers shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid responsive.
 - ii) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-Procurement system and open the price bids of the responsive Tenderers after evaluation of technical bids.
 - iii) The department will notify the successful Tenderer for submission of original hardcopies of all the uploaded documents DD/BG towards EMD prior to entering into agreement.
 - iv) The successful Tenderer shall invariably furnish the original BG 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 Tenderer. 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 Tenderer before the stipulated time. On receipt of documents, the department shall ensure the genuinely of the DD/BG towards EMD and all other certificates/documents uploaded by the Tenderer in e-Procurement system, in support of the qualification criteria before concluding the agreement.
- 6) As per the G.O.Ms.No.174 –I & CAD dated: 1-9-2008 If any successful Tenderer fails to submit the original hard copies of uploaded certificates/documents, DD/BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the Tenderer, the successful Tenderer 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 Tenderer 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 Tenderer 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.

7) **Payment of Transaction Fee:**

It is mandatory for all the participant Tenderers to electronically pay a Non-refundable Transaction fee to APTS, Vijayawada 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 14% or as applicable + Bank Charges for Credit Card Transaction of 2.09 % (inclusive of service tax) on the transaction amount payable to APTS, Vijayawada shall be applicable.

8) **Corpus Fund:**

As per G.O.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 upto Rs.50 Crores and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 Crores, **from successful Tenderers** on e-Procurement platform **before entering into agreement**, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works and services with ECV less than and upto Rs.10 Lakhs

9) **Tender Document:**

The Tenderer 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 Tenderer has to keep track of any changes by viewing the Addendum/Corrigendum 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.

10) Bid Submission Acknowledgement:

The Tenderer 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 Tenderer. 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 T.T. Devasthanams and Upadhi Help desk, Vijayawada are not responsible for incomplete bid submission by users.

•	<p><u>Preamble /scope of work</u></p> <ul style="list-style-type: none"> • Annaprasadam department, Tirumala is providing food to the pilgrims visiting Tirumala at various places i.e Mathrusri Tarigonda Vengamamba Annaprasadam Complex, PAC-II, PAC-IV, VQC-I&II, Outside Q lines, Narayanagiri Sheds, Food Counters- CRO, Rambagicha, PAC-I, SV Employees Canteen and SPRH Canteen. <p>• SCOPE OF WORK:</p> <ul style="list-style-type: none"> • The workers supplied by the successful tenderer have to attend the works of loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving & Cleaning etc., works, as assigned by the department from time to time. <p>PROCESSES/ACTIVITIES TO BE CARRIED OUT:</p> <ul style="list-style-type: none"> • The activities involve loading, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking & serving etc., works, as assigned by the department from time to time. Broadly, the process involved is furnished below:
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	<p>VEGETABLE SECTION:</p> <ul style="list-style-type: none"> To unload the Vegetables from the Vehicles and to load and unloading the required Vegetables from one Annaprasadam Unit to another Unit in Tirumala, cleaning, peeling, cutting & storing Vegetable in the above respective Annaprasadam Units. <p>STORE SECTION:</p> <ul style="list-style-type: none"> To clean Rice, Pulses and other all Commodities manually and/or through de-stoner machines, bundling of empty Oil Tins & Gunny Bags, Cleaning Store areas and its premises in the above respective Annaprasadam Units. <p>KITCHEN SECTION;</p> <ul style="list-style-type: none"> To carry the indent materials such as Rice, Pulses and all other provisions from the stores, brining Coconut halves from Akhilandam to MTVAC Kitchen, Cleaning Broken Coconuts, Vessels, boilers, grinders and Trollies etc., works, Assisting to Cooks, Cleaning of Kitchen area in the above respective Annaprasadam Units. <p>SERVING SECTION:</p> <ul style="list-style-type: none"> To carry and serve all cooked food items from Kitchen to Dining Halls, Compartments at Vaikuntam Complexes, Outside "Q" lines, Narayanagiri Sheds, Food Counters and removal of green plantain leaves, Cleaning of Tables, Vessels, Jugs, Glasses, steel plates, floor areas in the above respective Annaprasadam Units. <p>CLEANING SECTION:</p> <ul style="list-style-type: none"> As stated above, clean all Vessels, Rice Trollies, steel plates, Jugs, water Glasses, Tables, boilers, grinders, removal of green plantain leaves, floor areas in the premises of all Annaprasadam units. All other works incidental to cooking & serving, cleaning etc., as assigned by the department from time to time <p><u>NOTE:</u></p> <ul style="list-style-type: none"> <u>The above mentioned activities connected to the preparation, serving of food to the Pilgrims visiting Tirumala and cleaning activities.</u>
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	<ul style="list-style-type: none"> • <u>All processes defined in the scope of the work shall be carried as specified without any deviation.</u> • <u>TTD may have right to change/add any activity in future if required and the contractor is bound to carry-out the works accordingly.</u>
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Role of the Manpower deployed by the Contractor/Agency with respect to the SCOPE OF WORK defined in the preamble:

a) Unload the Vegetables from the Vehicles, loading and unloading the required Vegetables from one Annaprasadam Unit to another Unit in Tirumala, Vegetable cleaning, peeling, cutting & storing Vegetable in the above respective Annaprasadam Units i.e Mathrusri Tarigonda Vengamamba Annaprasadam Complex(MTVAC), PAC-II, VQC-II, SV Employees Canteen and SPRH Canteen, Tirumala.

b). To clean Rice, Pulses and other all Commodities manually and/or through de-stoner machines, bundling of empty Oil Tins & Gunny Bags, Cleaning Store areas and its premises in the above respective Annaprasadam Units i.e Mathrusri Tarigonda Vengamamba Annaprasadam Complex(MTVAC), PAC-II, VQC-II, SV Employees Canteen and SPRH Canteen, Tirumala.

c) To carry the indent materials such as Rice, Pulses and all other provisions from the stores, carrying of all provisions from one unit to another unit, brining Coconut halves from Akhilandam to MTVAC Kitchen, Cleaning Broken Coconuts, Vessels, boilers, grinders and Trollies etc., works, Assisting to Cooks, Cleaning of Kitchen area in the above respective Annaprasadam Units.

d). To carry and serve all food items from Kitchen to Dining Halls, Compartments at Vaikuntam Complexes, Outside "Q" lines, Narayanagiri Sheds, Food Counters-CRO, Rambagicha & PAC-I and removal of green plantain leaves, Cleaning of Tables, Vessels, Jugs, Glasses, steel plates, floor areas in the above respective Annaprasadam Units.

e). All other works incidental to cooking & serving, cleaning etc., as assigned by the department from time to time

f). The entire premises of all Annaprasadam Units, Tirumala should be kept clean and tidy.

**Office of the Deputy Executive Officer (Annaprasadam Trust)
TIRUMALA TIRUPATIDEVASTHANAMS, TIRUMALA**

TENDER CONDITIONS:

Online (e-Tendering) tenders are invited only from the **eligible relevant registered Firms/Agencies for the work defined in the tender:**

1. The TTD is desirous to have this e-Tender in two bids i.e., (1) Technical bid and (2) Financial bid.
2. The financial bids of those tenderers who are technically qualified, will be opened on the date and time as mentioned in the NIT through the existing e-Procurement system in the O/o the Dy.EO (Annaprasadam Trust), TTD, Tirumala.

NOTE: The T.T.D may extend the last date by issuing an amendment in which case all rights and obligations of the T T D and the tenderers previously subject to the original deadline will then be subjected to the new deadline. SUBMISSION OF TENDER DOCUMENTS ON OFFLINE WILL NOT BE CONSIDERED.

3. EMD, and other securities:

(a) Tenderers have to deposit **EMD for Rs.30.00 lakhs** through online / by way of Demand Draft/ B.G (valid for 6 months) obtained preferably from any Scheduled Bank drawn in favour of EXECUTIVE OFFICER-TTD- SV Annaprasadam Trust, TTD, TIRUPATI along with the tender. No Cheque will be accepted. The EMD does not bear any interest.

(b) If TTD cancels the tender on any administrative reasons the EMDs of all the Tenderers will be refunded.

(c) EMD will be forfeited in the event of any refusal or delay on the part of the successful tenderer to accept the offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the contractor delay the commencement of work as per the contract. EMD of unsuccessful tenderers will be refunded after completion of 90 days from the date of opening of bids or after finalization of tenders whichever is earlier. EMD of successful tenderer will be retained as EMD for the work and will be refunded after the satisfactory completion of the contract.

(d) The successful tenderer has to pay to further EMD at Value at the rate of 2.5 % of Tender Contract Value, less the EMD already paid at the time of tender, by Demand Draft / BG from any Scheduled bank drawn in favor of E.O. -TTD- SV Annaprasadam Trust, TTD, Tirupati at the time of concluding the agreement.

(e) The successful tenderer has to pay an **Additional Security Deposit of 2.5%** of the contract value over and above EMD in the form of Demand Draft or Bank Guarantee preferably from any nationalized bank valid for a period 30 months in favour of Executive Officer-TTD- SV Annaprasadam Trust, TTD. The amount will be refunded or bank guarantee will be

released after the completion of the contract period subject to the condition that the contractor dues to the department.

- (2) The TTD cannot issue statutory forms like Form C or Form D etc. and this should be taken into account by the Tenderer / Agency while quoting the rates to TTD.
- (3) Negotiations will not be made with any of the Tenderers.
- (4) The tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with TTD. The tenderer should possess an experience of three years in the field and the experience certificate and other Certificates like Registration of Firm if applicable, EPF Registration, ESI Registration, Labour Registration, GST registration, Latest Income Tax Assessment order, PAN Card on business or proprietor. All the documents should be scanned and uploaded at the time tendering through online.
- (5) Submission of more than one tender document by the same tenderer will be liable for rejection.
- (6) The Agency / Firm having any relatives working in TTD at any place cannot submit tenders.
- (7) The tender accepting authority reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of TTD 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 TTD, the acceptance or rejection of the tender by TTD., or methodology adopted by TTD., in short listing the agencies for the supply of services etc., shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injection, Direction etc., from the Hon'ble court or Courts to stall the proceedings in TTD.
- (8) The TTD reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time 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.
- (9) The requirement of services mentioned shall be made within the time as per the requirement schedule to be given to the successful tenderer at the time of entering into the agreement. However, the schedule is tentative and the TTD is having every right to revise the services requirement schedule.
- (10) Any requests for revision in the rate or rates by the tenderer/firm shall not be entertained during the contract period including service charges.
- (11) NOTE: Tenderer's shall quote the SERVICE CHARGE per each Labourer/ Worker which must be inclusive of all applicable statutory taxes.
- (12) ABNORMAL RATES: The Tenderer/firm is expected to quote the price/rate for the specification of the work after careful analysis of cost involved for the

performance of the work, considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the Tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the Bid unless TTD is convinced about the reasonableness of the rates on scrutinizing the analysis for such rate to be furnished by the Tenderer on demand.

- (13) **BID VALIDITY:** Bid shall remain valid for acceptance for a period of 03 (Three) months (**90 days**) from the last date of submission of the bid. The Tenderer shall not be entitled during the said period to revoke or cancel his bid or to vary the bid except and to the extent required by TTD in writing. In case of withdrawal of the bid during the bid validity period, EMD of such tenderer shall be forfeited by TTD and also results in proscribing the tenderer from participating in any TTD tenders for a **period of 3 years**.
- (14) TTD may request the tenderer for extension of the period of validity of bid. If the tenderer agrees to the extension request, the validity of EMD/Bid Security shall also be suitably extended. Tenderer may refuse the request for extension of bid validity without forfeiting his EMD/Bid Security. However, tenderers agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.
- (15) The successful Tenderer shall be required to execute an agreement agreeing to all the conditions of the contract with the T.T.Devasthanams on Non-judicial stamp paper of value of Rs.100/- within 15 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 approved service agency along with the communication of accepting the rates quoted. 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 TTD or he is unable to undertake the contract due to any other reason, his contract will be cancelled and his E.M.D. shall be forfeited and he will also be liable for all damages sustained by the TTD.
- (16) **EVALUATION OF TENDERS ON ONLINE:** e-Tenders are invited for the subject work. The intending Tenderers can quote as per the eligibility criteria prescribed.
- (a) **The Technical evaluation:**
It will be made purely on the basis of the supporting documents uploaded / furnished by the Tenderers and EMD amount paid, with reference to the eligibility prescribed. Upon failure to meet the relevant eligibility criteria, the bid will be disqualified.
- (b) **Price Bid Evaluation:**

After studying the reasonableness of the rates quoted by the tenderers the following procedure will be adopted for choosing L1 tenderer.

- The lowest service charges quoted over the minimum wages to be paid in respect each **Labourer/Worker as per the labour act** is calculated.
- Lowest of the grand total amount of schedule **B** shall become the L1 tenderer.

Note:

- **The rate/service charges should be quoted on the gross minimum charges excluding ESI, EPF etc., to be paid per each labourer/worker duly abiding by the labour contract act as per the Minimum wages act prevailing time to time and complying with the labour laws as defined in the Annexure-I, which shall be inclusive of all applicable statutory taxes on online only.**

NOTE: Selection of Tenderer among the lowest & equally quoted tenderers will be in the following order:

- i) **The tenderer with highest turnover in similar works will be considered.**
 - ii) **Even if the above criteria (i) are same, then, the Tenderer with more past experience in similar nature of works will be considered.**
 - iii) **Even if the above criteria (i & ii) is same for equally quoted tenderers, The lowest bidder will be decided by toss or lucky dip system.**
- a) The tenderer/firm 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 by RPAD/Fax/e mail.
 - b) For breach of any of the tender conditions, the E.M.D. and Security Deposit are liable to be forfeited duly blacklisting the Firm/tenderer. Further, Non-performance of any of the contract provisions to the satisfaction of TTD will disqualify the tenderer/firm to participate in the tenders for the **next three (3) years**, by disabling the digital certificate.
 - c) The TTD 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/tenderer 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 tenderer/firm without any recourse.
 - d) Tenders, which 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.

- e) In the event of any dispute arising out of the tenders such dispute would be subject to the jurisdiction of the civil courts at Tirupati, A.P., only.
- f) The TTD reserves the right to accept or reject any tender and to cancel the process and to reject all tenders at any time prior to the award of the contract without assigning any reasons and also under no obligation to inform the affected tenderer the ground of acceptance or rejection of the same. In this regard, the decision of the Executive Officer, T.T. Devasthanams is final and binding on the tenderers without any recourse.
- g) Further, it is to specifically be accepted by the tenderer when the Tenderer files the tender before T.T. Devasthanams that the acceptance or rejection of the tender by T.T. Devasthanams or methodology adopted by T.T. Devasthanams in short-listing the Agencies/Firms for the supply of tender requirements shall not become a cause of Action or Ground for the tenderer to initiate any legal action before any Court or Courts of Law for obtaining any order, Injection, direction etc., from the Hon'ble Court or Courts to stall the proceedings in T.T.Devasthanams.

General Terms and Conditions:

Manpower:

1. The services in connection with "loading, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking & serving etc., as assigned by the department from time to time in all units of Annaprasadam department, Tirumala" requires workers and they should strictly adhere to the following conditions.
 - i. It is also advised to engage the labour force from in and around Tirupati, **from HINDU religion only.**
2. The Contractor shall ensure to employ adequate experienced man power (**including** weekly-offs) to provide satisfactory services. The contractor shall employ workers with necessary provision for weekly offs as per labour rules and acts, without claiming any extra payment. Hence, the contractors are advised to inspect the areas and quote their rates accordingly. The contractor shall, make his own arrangements for the engagement of all the staff and labour, local or otherwise and for their payment, housing, feeding and transport.

3. Labour importation and amenities to labour and contractor's staff shall be to the contractor's account.
4. The tenderer is informed that the TTD will not provide any accommodation for their workers or staff. It is the responsibility of the Contractor/ Firm to make their arrangements to his/ their workers/ staff.
5. The tenderer is informed that Bus pass will be provided to the workers as per the list furnished by the contractor. The contractor shall handover the Bus pass of the absent workers to Deputy Executive Officer (Annaprasadam), Tirumala.
6. All the workers shall wear **uniforms** with prominently mentioning the firm name on the left side pocket. (Uniforms shall be supplied by the contractor only). Under any circumstances without wearing the uniforms, they shall not be allowed in to the TTD premises. TTD shall not reimburse any amount towards cost of providing uniform to the workers.
7. **Age of the workers shall not be less than 20 Years and not more than 55 Years with able bodied persons and in good health condition.**

Biometric:-

9.The contractor shall ensure the implementation of Biometric with face recognition system for the workers deployed in Annaprasadam department, Tirumala. **Further, the agency shall only supply and fix the machinery for the biometric attendance as suggested by the Dept.**

10.Uniforms/Identity cards and other Supplies:

Discipline:

11. Labourers engaged/deputed for the subject job by the contractor shall maintain punctuality and discipline. Any misconduct / misbehaviour on the part of the manpower deployed by the Contractor shall not be tolerated and such persons shall have to be replaced by the Contractor at its own costs, risks and responsibilities immediately, with written intimation to the TTD. However, TTD may at any time instruct to remove undesirable staff of the Service provider at TTD's sole discretion.
12. The workers engaged must be compulsorily from **HINDU religion only** and should not indulge / involve in any other activities which are detrimental to the interests of TTD. At the beginning of the contract, the agency shall administer Oath, as per the proforma furnished by TTD, to all the workers, to the effect that all the workers belong to **Hindu religion and have faith in Lord Venkateswara**. All the oath papers shall be got signed by the workers and a copy shall be submitted to TTD, duly keeping another copy with the agency. They should also abide by the various restrictions imposed at Tirumala and shall honour them without any reservations whatsoever while at Tirumala.

13. The Contractor shall ensure that its employee(s) / labourers refrain from smoking / consuming alcohol/ eating Non-vegetarian food items and other intoxicating substances or carrying any inflammable substances etc., inside / outside the premises, while on duty and further, the contractor shall ensure to follow the rules and regulations as enforced by TTD organization from time to time.
14. All prohibitory activities applicable to TTD as a whole and in the sacred Tirumala hills in particular have to be followed strictly by all. Further it is to inform to the contractor that under section 114 of Act 30 of 1987 any person contravening any prohibitory orders passed in this regard shall be punishable with imprisonment which may extend to 3 months or with fine of Rs.500/- or with both.
15. The Contractor is hereby undertakes that its workers shall not indulge in any un lawful, un to do and criminal activities at the work place and in the event of any such incidents, the TTD shall reserve the right to take appropriate civil and criminal action against the concerned and consequently the agreement shall also be liable for cancellation apart from forfeiture of EMD and Security deposit, if any.
16. They shall not take any influence from the political parties for their existence or any type of benefits from TTD and also shall not participate/encourage/ in any type of union activities/Dharnas/ strikes/and any type of agitations against to TTD.
17. In such instances, the contractor has to tackle the situation and shall take the responsibility if any losses occurred to TTD properties & should also see that the image of the organization shall not be damaged in any manner.
18. TTD reserves the right to reject the services, if the service is not adhering to the conditions above. In this regard, the decision of TTD is final and binding on the part of the agency without any recourse.
19. Any damage caused to the premises/interiors of the building while performing the contract, due to negligence of the Contractor's manpower, shall be made good immediately at his own cost or shall be recovered from the running/pending bills of the Contractor. In this regard the decision of TTD shall be final.

Payment:

20. The standard payment terms of TTD are applicable and all statutory deductions applicable at the time shall be made from the payment. No advance will be paid against the work order and approved rates will be valid during the currency of the contract. The payments are made by TTD through online payment and it is to specifically ensure that all payments to personnel shall be made by the agency only through individual Bank Accounts.
21. The Contractor shall strictly adhere to the statutory regulations viz., Minimum Wages Act, PF Act, ESI scheme, Insurance & other regulations covering labour contract.

22. The Contractor have to ensure that all the workers have insured with Pradhanamantri Jeevan Jyothi Bheema Yojana or Atal Pension Yojana as a welfare measure.
23. The contractor shall pay the total emoluments to the contract workers and shall not deduct any commissions or any form of Taxes from the wages.
24. If any incentive announced by the TTD, the necessary income tax and other statutory applicable taxes applicable on the incentive will have to be borne by the firm and the TTD cannot take up any responsibility in this regard.
25. Documents required while submitting the claim by the contractor/agency for payment:
 - i. Monthly bill
 - ii. Documentary evidence that payment is made to personnel through their Bank Accounts. (Bank scrolls)
 - iii. E.S.I. payment challan of the preceding month.
 - iv. E.P.F. payment challan of the preceding month.
 - v. GST payment challan of the month / quarter as the case may be
 - vi. Certificate to that effect, certified by the Chartered Accountant, has to be submitted by the agency/Firm in respect of above statutory payments.
26. The above documents required are not exhaustive and it is to be specifically noted that without the above documents, the bills of the agency shall not be processed by TTD.
27. In case of any injury is caused while the agency is carrying out its job, it is the responsibility of the Contractor to attend to the need of the aggrieved and the TTD will stand indemnified against any claims/damages / compensation. The firm/agency should cover the workers deployed under the Group Insurance Scheme and the Insurance coverage details to that extent should necessarily be produced at the time of Agreement.
28. Any misconduct/misbehaviour of any worker (or) / misuse of TTD products will lead to impose a penalty of Rs 5,000/- per instance or termination of the contract that depends upon the intensity of the fault.

Other conditions:

29. **The agency must deploy the workers to carry out the operations as per the scope of the work throughout the year on all days. The working hours will be 24X7 hours on shift basis. The duty timings is vary from one Annaprasadam unit to another unit such as 1 PM to 1 PM (MTVAC-Vegetable Section, Kitchen and PAC-II- Kitchen), 4 PM to 4 PM (MTVAC-Dining& PAC-II-Dining, PAC-IV & Food Counters), 10 AM to 5.00 PM (MTVAC-Stores), 10 AM to 10 AM (SVEmployees Canteen) & 8 AM to 4 PM (VQC-I&II). Any changes in the above timings will be intimated well in advance by the Deputy Executive Officer(Annaprasadam Trust)/**

respective AEO/Superintendents of concerned Annaprasadam unit, Tirumala.

30. At present, there are also night shifts allowed. Based on the necessity additional shift can be thought off.
31. The agency is required to carry out all the activities in systematic manner. However during the verification by authorities, **if any mistake found suitable fine will be imposed and contract can be determined with suitable penalty.**
32. **The Contractor shall supply required number of additional manpower whenever requested by TTD including during Fairs and Festival/Special Occasions/ Bramhostavams.**
33. The TTD, reserves the right to terminate / amend/modify the contract without assigning any reason or advance notice to the tenderer/Agency. Similarly, the terms of the tender may be amended/modified by TTD, if necessary, to ensure competitiveness and quality of service.
34. **SUB-CONTRACTING:** The contract awarded should be executed by the successful Tenderer/firm only and sub-contract of work is not permitted.
35. **INDEMNITY:** The tenderer shall at all times indemnify TTD, against all claims, which may arise in respect of supply of service etc., not confirming to the specifications.
36. If the Contractor and its workers failed to act upon in accordance with the Agreement in any manner including the observations of the timings of the workers etc., the TTD shall cancel the agreement apart from forfeiture of the EMD and Security deposit **if any**, and to claim the damages sustained by the TTD with interest.
37. **PUBLICITY:** Contractor shall not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.
38. **Disclosure of information:** The service agency also agree that, all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of TTD. Contractor will not give any details of the work to the press or a news dissemination agency without prior written approval from TTD. Contractor shall not take any picture on site without specific written approval of TTD representative.
39. **Obligation on the part of Service Provider:** The service agency during the term of this contract and after its termination shall not reveal any information or provide data directly or indirectly to any agency.
40. The firms who are under block listed and not mentioned while in tender process and any wrong declaration in this regard which comes to the notice at a later date will disqualify them and in future no applications will be received if

received and comes to the notice at a later date the application received shall be automatically rejected.

41. In the case of failure by the contractor in executing the contract within the period specified the Executive Officer, or any other Officer authorized by him shall have the powers to reject such contract and to engage any other contractor and excess of cost so incurred by the concerned officer, TTD, over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the contractor.
42. That in the event of failure of performance of the contractor in terms of the agreement and thereby the TTD sustain loss/damage towards the risk operation, the contractor shall liable to pay such damages with interest @ 12% P.A.
43. That in the event of the contractor grossly violated the terms and conditions and the work done by the contractor is not satisfactory to the TTD in accordance with agreement and there by TTD sustained any loss and also due to inaction, gross negligence and malafide intension of the contractor and its workers, if TTD sustained any loss to meet the immediate contingency, the contractor is liable to pay the same.
44. **TIME SCHEDULE:** Initially the contract period will be **for (02) two years** from the date of issuance of LOA/ execution of agreement as the case may be by the successful firm / agency.
45. However, TTD reserves the right to rescind the contract agreement at any time by giving 1 (One) month notice, if the services of the Contractor are not found satisfactory or upto the standards or at any stage or it is found that Tenderer has secured the contract through fraudulent means or documents, information based on which the bid of the successful tenderer has been accepted or non- fulfilment of any other serious obligation on the part of the contractor as per provision of tender/ contract. The decision of TTD in respect of above will be final in this regard. If the work of the contractor not up to the satisfaction of the TTD, TTD shall reserve the right to cancel the agreement apart from forfeiture of EMD and Security deposit etc., if any.
46. The TTD shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The TTD does not recognize any employee employer relationship with any of the workers of the contractor. **There shall not be any Employer and Employee relationship between the TTD and the workers of the contractor.**
47. The workers should work under the direct control of the concerned HOD where they have been ordered to work. Without the knowledge of the Deputy Executive Officer(Annaprasadam Trust), the person deployed for this work should not be replaced for any flimsy reasons and as per instructions of authorities alternate arrangement should be made immediately in the absence of regular staff and their output should match with the outputs given by regular personnel and should not lead to day to day work getting affected.
48. The service agency is informed that TTD may find if necessary to postpone or cancel the assignment and/or shorten the extension of its duration. However,

every effort will be made to give as early as possible notice of any changes. In the event of termination the amount shall be paid for the services rendered for carrying out the assignment to the date of termination and report or parts thereof, or any other information and documentation gathered under this contract prior to the date of termination shall be handover to TTD.

49. The service agency will be responsible for staff compensation, employment liability and insurance for the candidates during this assignment. The service agency may also maintain comprehensive general liability insurance including contractual liability coverage adequate to cover the indemnity of obligation against all damages, cost and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of its staff.
50. **Action where no specification:** In the case of any class of specifications or class of work of which there is no mention in the specifications or in the terms and conditions, such specifications shall be carried out in accordance with the instructions and requirement of TTD.
51. During the period of the contract, the prevailing Income Tax (inclusive of surcharge on IT), and taxes as applicable from time to time will be deducted from the gross payment of each bill of the contract.
52. In case of a dispute/ difference arising between the TTD and the contractor relating to any matter arising out of or connected with this agreement, such dispute shall be referred to the Sole Arbitrator appointed by TTD and the Arbitration Proceedings shall be conducted as per the procedure prescribed under Arbitration and Conciliation Act, 1996 in English language and the seat of Arbitration shall be at Tirupati.
53. If there is any other cause of action apart from the redressal of the issue in accordance with the Arbitration clause of the agreement, the Courts at Tirupati shall alone have jurisdiction.

TAXES & DUTIES

4.1 Taxes & Duties

- (1) The Contractor shall comply with the provisions of GST and related charging mechanism procedures of GST Act.
- (2) The Contractor has to mention the GST number of TTD in the tax invoice to be issued to TTD. After, that the same has to be uploaded properly in the monthly / Quarterly returns to be filed by the Contractor. If the said amount is not recorded in the GST 2A TTD shall recover, the amounts from the Contractor from time to time.
- (3) The rates included in BOQ (Schedule-A&B) are exclusive of GST.
- (4) The rate quoted by the contractor, is exclusive of Goods and Service Tax (GST) but inclusive of all other, taxes on all materials that the contractor, will have to purchase for, performance of this contract.
- (5) The contractor must have an active / valid registration number, with the GST authorities within the State of Andhra Pradesh and shall provide copy of

- registration to TTD and the applicable GST shall be paid by the contractor, to the department concerned. If in case not already registered shall undertake by affidavit to cause registered before Price bid finalisation and letter of acceptance for entering of contract agreement and for any such default not only forfeiture of EMD but also be made liable for other civil and penal consequences.
- (6)** The contractor will submit regular Invoice / Bill fulfilling all conditions of GST amended from time to time clearly indicating GST registration number, GST classification rate and amount of GST and shall produce proof of deposit of GST in respect of preceding bills received from TTD to the TTD so as to claim the GST amount of the current bill from TTD. The contractor shall produce documental evidence that GST amount in respect of the preceding bills is remitted to the Government and reflected in GST portal.
 - (7)** Estimate is prepared based on SOR rates / quotation rates for materials labour, charges machinery hire charges etc. which are basic prices only (excluding GST). In case of open tenders where the bidders have to quote individual item rates by them the Bidders / Tenderers shall quote rates excluding GST only but including all other, taxes.
 - (8)** The GST liability is as per the rates of tax applicable (if the contract is not exempted from GST concerned), as per of the G.O.Ms.No.58, Finance(WR.I), Dept., dt.08-05-2018 and other relevant GOs/ Circulars/ Clarifications/ amendments etc., being issued from time to time by the Government of Andhra Pradesh/ GOI. The contractors are requested to ascertain themselves regarding the applicability of GST and the prevailing rates thereof, while tendering and more so while making the payment of GST to the department. In this regard, TTD will not undertake any responsibility whatsoever.
 - (9)** The service provider / contractor, is liable to pay GST which can be deducted at source under, Sec.51-GST Act, 2017 on every respective bill payment made by client which includes all components as per Sec.15(2) -GST Act, 2017.
 - (10)** It is the responsibility of the contractor, to pay the applicable GST in time and TTD will not be responsible in the regard. Any delay in payment of GST by the tenderer for whatsoever reasons the responsibility lies on the tenderer and any penalties interest levied in this regard shall be borne by the tenderer only and such penalties interest will not be paid by TTD. Even if the contractor pays any extra amount towards GST than the applicable GST the payment from TTD will be limited to the applicable GST only. There shall not be any excess payments to the agency on account of GST and para (8) of G.O.Ms No. 58 Finance (WR.I) Dept.dt.08-05-2018 specifies that the tax liability under GST shall be taken into consideration at the time of invoicing and payment there on as per the terms and conditions of the agreement between the contractor and TTD. Department shall ensure that there shall not be any excess payments to the contractor.
 - (11)** The contractor shall pay the applicable GST and shall satisfy TTD w.r.t GST claims.
 - (12)** All the rules as per, GST ACT-2017 and its amendments and all Notifications / Government Orders (GOs) issued from time to time by the Govt. of India (GOI) and Govt. of Andhra Pradesh with regard to GST are applicable.
 - (13)** Revenue Department Govt. of Andhra Pradesh has issued a notification on tax deduction at source of section 51 of GST Act and the guidelines for deduction and

deposits of TDS w.e.f. 01-10-2018 vide GO MS No.482 Revenue (Commercial Taxes-II) Dept. date 24-09-2018. As per the present guidelines GST at 2% (CGST at 1% and SGST at 1%) for intrastate or 2% at IGST for, interstate transactions will be deducted on the taxable amount payable and necessary TDS certificate will be issued. Any amendments in this regard issued from time to time will apply.

- (14) As per, clause 60 of APSS the contractor, is bound to produce as required by the employer all invoices receipts bills accounts vouchers licenses permissions etc. compliance of labour Laws applicable if any safety and standard certificates applicable if any and produce all the above and also any exemption from GST for GST/CGST/IGST availed by and or available to him for GST in so far, as the works contract concerned with TAN & respective Registration particulars Seigniorage NAC Labour, Cess etc. to even any component or any part of the contract works in so far, as the works contract concerned.
- (15) The deposits (EMD / FSD) of the work will be released only when the contractor produces the documental evidence that GST in respect of final bill received is remitted to the Government and reflected in GST portal.
- (16) During course of contract if the contractor claims any exemption towards GST the same must be intimated to the Employer and to the extent GST (Works Contract) will not be paid separately.
- (17) The TTD will pay GST (Works Contract) at the applicable rates from time to time and as per the provisions of the agreement. The bidders are advised to quote their most competitive rates duly considering the input tax credit due to payment of GST on materials machinery services etc. for due fulfilment of the contract.

SPECIAL Terms & Conditions:

1. The agency shall take all precautions while on duty of workers.
 - a. All precautions shall be taken while assisting to Cooks, Vegetable cutting, Food carrying etc.,
 - b. The contractor is responsible for any loss or theft of articles of TTD during the time of duty of workers.
 - c. That due to negligence, misdeed and misconduct and deficiency of service as agreed upon, if any loss or damage is caused to the TTD and its properties, the contractor shall be liable to pay the same with Interest at 12% P.A. apart from claiming the above damages.
2. While reaching the destination at Tirumala, the workers shall attend the duty immediately, as per directions of the TTD Annaprasadam dept., without causing any delay/inconvenience to routine work.
3. In exceptional circumstances or in any emergencies the workers shall attend to the assigned work by the TTD.
4. If the agency / firm fails to do work in timely at Tirumala and also any delay in the carrying the activities as specified above, suitable fine will be imposed by the Deputy Executive Officer (Annaprasadam Trust) and will be recovered from the payment of the monthly bill.
5. The services deployed by the contractor to TTD cannot seek as a matter of right as to place of employment.

6. The services provided by the firm/agency will be under the control and supervision of the Deputy Executive Officer (Annaprasadam Trust). The contractor has to provide services at Tirumala as per instructions of the authorities.
7. The contractor has to provide statement of particulars of Employers and Employees share of EPF and ESI remittances made by him with name etc. by 5th of every month. The contractor shall deduct Employee share of EPF and ESI (as per prevailing labour act) from wages and remit to EPF and ESI authorities and produce proof of challans with particulars of names etc. to the Deputy Executive Officer (Annaprasadam Trust), TTD, Tirumala as the case may be, before 5th of the next month for arranging payment to the contractor/firm duly certified by the Chartered Accountant. The contractor shall also deduct Profession Tax from wages as per Govt. of AP Rules and remit to the Government of A.P., and produce proof to that extent while claiming subsequent month's bill. But the employer share of EPF and ESI has to be borne by Contractor from the bill amount claimed by him and the same cannot be deducted from wages of employees. The Contractor shall pay the wages to its workers including the statutory payments, **if any**, like ESI, EPF, GST to its workers and TTD is not liable to pay the said wages to the contractor workers.
8. The valid labour license shall cover the entire period of contract. It is the responsibility of the contractor to renew his license and produce the same to the TTD authorities for the contractual period with the TTD; in other words, he should have valid labour license for the entire period of contract and produce it to the TTD duly making renewals whenever required.
9. All the applicable taxes are to be borne by the Agency only. The contractor has to pay the applicable statutory taxes from time to time to Govt. of India as applicable from time to time. The statutory rules in respect of Taxes to be borne by the agency are applicable. The percentage of taxes of applicable statutory GST will be deducted at source as per the existent rules and TDS certificate will be issued.
10. The contractor has to furnish list of workers with names, age, address etc. engaged by him. In case of any accident or any injury sustained by any workmen engaged in the performance of the work relating to the contract, all expenditure shall be borne by the Agency / Firm only and the TTD will not undertake any responsibility on this.
11. The firm shall at all-time indemnify TTD against all claims which may be made under the workmen compensation act or any statutory rules modification thereof or rules of compensation payable in consequent of accident or any injury sustained by any workmen engaged in performing of the work relating to this contract.
12. The successful agency shall pay the monthly wages to the their workers regularly without deducting any amount for whatsoever reasons and credit into Bank accounts of the individuals and furnish a copy to the Deputy Executive Officer(Annaprasadam Trust), Tirumala, while submitting the claim to the next succeeding month. The TTD will insist payment of wages by the Contractor to the staff supplied by him to be paid on or before 5th of the

succeeding month. In case of delay, the reason for such delay has to be appraised to the satisfaction of the Deputy Executive Officer(Annapparasadam Trust), TTD, Tirumala.

13. **The payment of wages by the contractor to the staff supplied by FIRM to be paid by on or before 5th of the succeeding month. Failure on the part of the contractor for payment of the required statutory amounts is a ground for termination of the contract without any further notice. The firm/agency has to pay wages to the workers supplied by them, without waiting for payment from TTD. The TTD will not reimburse any increase in wages during the period of contract. Accordingly the firm/contractor is to consider this and quote his rates at the time of bid.**
14. The contractor will be responsible as employer of his/her own staff in maintaining records and shall maintain all records furnished under Contract Labour (R&A) Act, EPF Act, ESI Act and records under various Act, Rules applicable to the contract which should be made available to the TTD when demanded.
15. The person(s) engaged by contractor shall be issued identity card affixing latest photograph giving details of Name, Age, Designation, Name of the Agency, blood group and other details duly signed by the contractor or his/her representative. Only such of the persons who are issued with identity cards by the contract will be allowed to enter into TTD premises.
16. The TTD will not in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against the TTD. If any such claim is made against the TTD by any worker or his heirs engaged / employed by the contractor, which the TTD is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at the TTD premises or otherwise, the contractor will be liable to identify / reimburse to the TTD all the money paid in addition to the expenses incurred by him/her.
17. The Agency shall be absolutely responsible and liable for any personal injuries or death and or property damage or losses suffered to the TTD due to negligence of the contract personnel in their performance of the services required under the Agreement. The TTD shall not be liable to offer legal services for the offences if any, committed by any staff of the Agency to whom the contract is given.
18. The service provider/ firm should have responsible person available for TTD at any point of time to ensure satisfactory fulfilment of contractual obligations.
19. The Contractor has to periodically train the Personnel to be supplied to TTD to the satisfaction of the Deputy Executive Officer(Annapparasadam Trust), Tirumala and in this regard his decision is final which is binding on the Tenderer without any recourse
20. **Force Majeure:** Any act of God, shall not disentitle the parties to this Agreement to terminate the Contractor or claim damages. Whether an "act"

will come within the purview of the “Act of God” or not will be decided by the TTD and its discretion will be final.

21. The Contractor should be very attentive in not allowing the service so deployed participating in the trade union activities or allied activities in any manner either directly or indirectly.
22. It is specifically accepted by the Contractor that no employee of the Contractor shall under no circumstances be treated or deemed to be as “Employee” of TTD and TTD shall not have or be asked to or expected to accept or accepted any responsibility or liabilities as an “Employer” to any of the employees of the Contractor for the reason of making any payment continuously or extending any facility under this contract. The workers / employees supplied by the Contractor shall not be treated as TTD employees at any point of time and they do not accrue any right over the First Part for any purpose.
23. The persons supplied by the Contractor should not have any Police records / Criminal cases against them. The Contractor should make adequate enquiries about the character and antecedents of the persons before their deployment through local police, collecting proofs of residence, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The Contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness and shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. The Contractor is responsible for all the acts being done by the persons supplied to the TTD.
24. If it will found that the Contractor or his employees will be influenced by any political parties or with any other outside agencies, the work will terminate automatically and the Contractor will be black listed in TTD. They are not entitled for further participation in the TTD.
25. **Co-ordination and Inspection of Work:** The Coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Contractor/ Firm. However, the TTD's or its authorized representative shall have the authority to inspect the work regularly and give observations / instructions, if any, to the Contractor. In case of any disagreement between the Contractor /firm /agency and the TTD on the performance level its personnel, the matter shall be discussed and resolved through discussions. The written instructions regarding any particular job will normally be passed by the TTD or its authorized representative. A work order book will be maintained by the Contractor/firm for each section in which the aforesaid written instructions will be entered. These will be signed by the Contractor/firm or his authorized representative by way of acknowledgement within 12 hours. This shall be in addition to instructions or orders issued in writing by the TTD.

TERMINATION OF CONTRACT

26. The TTD may terminate the Contract if the contractor/firm causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following.
- i. The Contractor stops work during the working hours when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Deputy Executive Officer (Annaprasadam Trust), Tirumala. The decision of TTD is final in this regard.
 - ii. The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - iii. The Deputy Executive Officer(Annaprasadam Trust), Tirumala gives Notice that failure to attend the complaints/ defects is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the TTD.
 - iv. The Contractor does not maintain a security which is required.
 - v. If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment to the TTD and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the TTD of the benefits of free and open competition/transparency.

Notwithstanding the above the Department may terminate the contract for convenience. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured and leave the Site as soon as reasonably possible.

T.T.D. NOT BOUND BY PERSONAL REPRESENTATION

27. The Contractor shall not be entitled to any increase on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation or statement on alleged representation,

promise or guarantees given or alleged to have been given to him by any person unless otherwise covered under the agreement.

NOTICES

28. Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served by registered, e-mail, FAX direct to the address furnished by the Contractor. Proof of issue by TTD of any such notice would be conclusive of the contractor having been duly informed of all contents therein.

BANKRUPTCY

29. If a petition of bankruptcy be filled by or against the Contractor , TTD may, at its opinion, and within sixty days of the filling of such petition cancel this contract.

30. ARTICLES OF VALUE FOUND

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiquities and other similar things which shall be found in, under or upon the site shall be the property of TTD and the Contractor shall only preserve the same to the satisfaction of the TTD and shall from time to time deliver the same to such person or persons indicated by the TTD.

TAXES & DUTIES

31. The prices shall be inclusive of all taxes and levies including Service Tax as applicable from time to time. (shall be inclusive of applicable local body/State & Central Govt., Taxes & duties)
32. The taxes quoted should include applicable Service Tax etc., duties and any other levy attracted to the items applicable from time to time. No extra taxes & duties will be paid apart from the amount quoted. TTD will not reimburse any of the taxes paid by the tenderer during the tenure of the contract. TTD shall be authorized to deduct any tax as applicable from the Tenderer.
33. Deduction of all statutory and necessary Tax from each bill will be made as per Government Orders prevailing at the time of payment. Necessary tax deduction certificate will be issued by TTD on demand by the contractor.

INCOME TAX

34. During the period of the contract the deduction of income tax at source as applicable as in force.
35. Income tax clearance certificate should be furnished before the payment of final bill. Otherwise final payment will be held.
36. The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall

perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

LABOUR LAWS AND SAFETY REGULATIONS

LABOUR LAWS:

- The contractor shall not pay less than what is provided under law to personnel engaged by him on this work, for work done other than on item rates basis.
- The Contractor shall at his expenses comply with all labour laws and keep the TTD indemnified in respect thereof.
- The Contractor shall exclusively be liable for non-compliance of the provision of any Acts, laws, rules and regulations having bearing over engagement of labour / workers(s), directly or indirectly for subject work under this Contract.

CONTRACTOR TO INDEMNIFY TTD

- The Contractor shall indemnify TTD and every member, officer and employee of TTD, claims, demands, costs and expenses whatsoever arising out of any failure by the Contractor in the performance of the obligations on relevant labour laws, Acts, regulations, etc. and under the contract documents. TTD shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor. The Contractor shall indemnify and keep indemnified TTD against all such damages and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- The Contractor shall undertake to indemnify TTD against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.
- The Contractor shall defend, indemnify and hold TTD harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/labourers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.
- TTD shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the Contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) /labourer is engaged in the TTD's duty under the contract.

- The Contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required for TTD.
- Under any circumstances the contractor has to pay the regular monthly wages to the workers by 5th of every month without fail and without waiting for bills from TTD

EMPLOYMENT LIABILITY

- The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the Contractor shall be on his/their pay-roll and paid by him/them excepting for the works given on JOB/Unit basis. All disputes or differences between the Contractor and his/their workers shall be settled by him/them.

TTD has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify the TTD against all losses or damages or liabilities arising out of or in the course of his/their employing persons or

relations with his/their employees. The Contractor shall make regular and full payment of wages and salaries to his employees and furnish necessary proof whenever requested by the

TTD. In case of any genuine complaint by any employee of the Contractor regarding non-payment of wages, salaries or other dues,

- TTD reserves the right to make such payments directly to such employee of the Contractor and recover the amount in full along with hefty penalty for the default from the bills of the Contractor and the Contractor shall not claim any compensation or re-imbursement thereof. The Contractor shall comply with the Minimum wages Act applicable to the area with regard to payment of wages of his employees. In the event of any disputes between the contractor and its workers in whatsoever manner in respect of the subject agreement, the contractor shall alone responsible to settle the same and the TTD shall not entertain any claims whatsoever in this regard.
- The Contractor shall advise in writing to all his employees as follows:

“It is to be fully understood that your appointment is only in connection with contract with the terms and conditions defined for the execution of the departmental work by TTD and that it does not give you any right or claim for employment with TTD”.

FAIR WAGE CLAUSE

- The contractor shall pay not less than fair wages to labourers engaged by him on the work.
- “Fair” wages means wages whether for time or piecework notified by the Government from time to time in the area in which the work is situated.
- The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, indirectly engaged on the work in connection with the said work, as if the labourers had been directly employed by him.
- In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by Government/TTD. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Deputy Executive Officer(Annaprasadam Trust), Tirumala.
- The Deputy Executive Officer(Annaprasadam Trust), Tirumala shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss/losses suffered by the worker or workers by reason of the “fair wages” clause to the workers.
- The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.
- As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender.
- Any violation of the conditions above shall be deemed to be a breach of his contract.
- Equal wages are to be paid for both men and women if the nature of work is same and similar.
- **The contractor shall arrange for the recruitment of Cleaners/ Multipurpose Workers (MPWs) under unskilled category to work at Annaprasadam department, Tirumala, labour based on the nature of work entrusted to complete the work within the agreed period as directed by the Deputy Executive Officer (Annaprasadam Trust), Tirumala.**

COMPLIANCE TO LABOUR REGULATIONS

During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State

or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to industry are given below but they are not exhaustive. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Officer-in-charge /Department shall have the right to deduct any money due to the contractor including his amount of performance security. The Department/Officer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.

The employees of the Contractor in no case shall be treated as of the Department (TTD) at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT ENGAGED IN WORK:

- a. Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- b. Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Employer plus workers @ prevailing rates. The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death, as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.,
- c. Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.

- d. **Minimum wages Act 1948:** The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment.
- e. **Payment of wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- f. **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- g. **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes; Employing Child Labour is prohibited in Building and Construction Industry.

SAFETY REGULATIONS

- i. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions.

The contractor shall have to take all possible safety measures and shall add to and augment these precautions on his own initiative where ever necessary and shall comply with directions issued by the Executive Officer or on his behalf from time to time and at all times.

ANNEXURE – I**MANPOWER** TO BE DEPLOYED

			Dining Hall-1	Dining Hall-2	Dining Hall-3	Dining Hall-4	Kitchen	Vegetable Section	Bulk Stores (10AM to 5PM)	Total Actual deployment of manpower excluding Week offs	Weekl y Offs	Total manpowe r Proposed
1	MTVAC	A shift	23	20	22	20	26	15	13	265	40	305
		B shift	23	20	22	20	26	15				
2	VQC-II	A shift	30						3	94	14	108
		B shift	30									
		C shift	31									
3	PAC-II	A shift	20						0	40	6	46
		B shift	20						0			
4	PAC-IV	A shift	9						0	17	3	20
		B shift	8						0			
5	Outside Food Counters	A shift	12						0	24	4	28
		B shift	12						0			
6	SPRH Canteen	A shift	9						0	17	3	20
		B shift	8						0			
7	SV Employees Canteen	A shift	8						0	17	3	20
		B shift	9						0			
TOTAL										474	73	547

Note: 1) The above man power is indicative for performing the regular cleaning activity. The Contractor is bound to supply required manpower from one unit to another unit basing on the need and necessity as decided by the Annaprasadam Department, Tirumala from time to time.

2) For Brahmotsavams / deep cleaning activities / Spl. occasions, additional man power shall be engaged for which no extra payment will be made.

“BILL OF QUANTITIES”**Price Bid**

(Financial Proposal)

NIT No. TTD-26022/30/2020-MTVAC SEC-TTD**SCHEDULE – A**

Price Bid for: “Providing Manpower-547 Nos., of Cleaners/ Multipurpose Workers (MPWs) under unskilled category to work at Annaprasadam department, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving & cleaning etc., works, as assigned by the department from time to time”.

Period Of Completion: 24 Months

WAGES		
S. No.	Category	Basic Wage
	CATEGORY-A (WORKERS CARRYING OUT ABOVE WORKS)	
A	UNSKILLED MAN POWER	15,000.00 + ESI + EPF

NOTE:

A) Employer contribution of ESI and EPF as applicable at the prevailing rates per worker per month shall be paid.

B) For categories with wages more than 15,000, EPF @ 13% & ESI @3.25% shall be paid on Rs.15,000.

C) Whenever, there is enhancement of wages, the same has to be implemented as the same will be reimbursed / paid by TTD.

D) Every worker shall be provided with bus pass and the same will be reimbursed to the agency.

E) Initially for one month, the contractor has to pay the wages including ESI, EPF etc.,, bus pass and claim the same from TTD based on the actuals and as per above wages duly certified by CA. **The same procedure shall be continued for subsequent months also.**

F) The manpower deployment shall be as mentioned in the Annexure – I.

Office of the Deputy Executive Officer (Annaprasadam Trust)
TIRUMALA TIRUPATI DEVASTHANAMS, TIRUMALA

SCHEDULE –B

Sl. No.	Probable Quantity (for 24 months)	Description	APS S No	Unit in Words	Rate in		Total Amount For 24 Months (Rs-Ps)
					Figures in Rs-Ps	Words	
1		Providing Manpower-547 Nos., of Cleaners/ Multipurpose Workers (MPWs) under unskilled category to work at Annaprasadam department, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving & cleaning etc., works, as assigned by the department from time to time					
B	13128 Nos	Service charges towards deployment of		/ each/ month			

		manpower and payment of wages for un-skilled workers					
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Note:

1. **Service Charges for man power deployment shall be @ min of ₹.500 / month and maximum of 5% of the basic wages for corresponding worker. Any tender with values excess of 5% of basic wages or less than ₹.500 / month will summarily be rejected.**
2. **The above mentioned number of persons is inclusive of off duties for 24 months.**
3. **The overall amount for Schedule B will be considered for evaluating the lowest tender.**
4. **The above Quoted Rate is exclusive of GST.**
5. **Bidders should enter quote rate for the item in e-procurement portal at the time of financial bid submission for schedule – B.**
6. **Evaluation Criteria:** Selection of Tenderer among the lowest & equally quoted tenderers will be in the following order.
 - i) **The tenderer with highest turnover in similar works will be considered.**
 - ii) **Even if the above criteria (i) are same, then, the Tenderer with more past experience in similar nature of works will be considered.**
 - iii) **Even if the above criteria (i & ii) is same for equally quoted tenderers, The lowest bidder will be decided by toss or lucky dip system.**
7. **Agreement will be concluded accordingly.**
8. **The tenderer shall quote his offer for above considering all the activities indicated in the scope of work including labour force to be deployed by the tenderer for the satisfactory service levels including transportation, taxes and overheads etc., as applicable and required for satisfactory performance of the contract.**
9. **Initially, Bidders should quote the rate for the item of the BOQ of schedule – B and the total tender amount will be considered**
10. **The contractor shall quote his price bid of the above Schedule-B work considering all the above components & for the activities indicated in the scope of work including transportation, taxes and overheads etc., as applicable and required for satisfactory performance of the contract. The wages component is always fixed as per Schedule-A for labour force to be deployed.**
11. **The entire amount paid to workers / labour force as mentioned in Schedule-A will be reimbursed by TTD along with schedule – B payments.**

12. The said amount mentioned at Schedule-A would be fixed component, which can be revised as and when any revision is done in the wages at any point of time without calling for fresh tenders by clearly mentioning the condition that the component of amount payable under wages clause will be paid in commensuration with the change in the wages payable due to either by any GOs or any policy decision of TTD. Such wage component shall not be made part of the Gross quote on the basis of which L1 quote is decided.
13. The service charges quoted by the contractor shall be final till completion of contract and will not be increased.
14. Further, the contractor is considered to have filed the tender under Labour supply contract duly taking the account of Number of Labour and Responsibility of execution of work.
15. The Contractor shall strictly adhere to the statutory regulations viz., Enhanced Wages of TTD Board of Trustees Resolution, PF Act, ESI scheme, Insurance & other regulations covering labor contract. If failure on the contractor on the above, TTD shall reserve the right to take appropriate civil and criminal action against the concerned contractor and consequently the Agreement / MOU shall also be liable for cancellation apart from forfeiture of EMD and Security Deposit.
16. GST will be paid extra for both schedules A & B
17. The expected / minimum labour required is **547 numbers including weekly offs per day**. The tenderer is supposed to maintain the minimum labour.
18. TTD is authorized to deduct any tax as applicable from time to time, Deduction of all statutory and necessary Tax from each bill will be made as per Government Orders prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the contractor.
19. EMD & ASD shall be paid as per respective conditions for the combined value of Schedule – A & B by the successful tenderer.

Note:

- The service charges should be quoted on the gross minimum charges excluding ESI, EPF etc., to be paid per each labourer/worker duly abiding by the labour contract act as per the Minimum wages act prevailing time to time and complying with the labour laws as defined in the Annexure-I, which shall be inclusive of all applicable statutory taxes on online only.
- The taxes quoted should include GST and all applicable other taxes etc., duties and any other levy attracted to the item applicable from time to time. No extra taxes & duties will be paid apart from the amount quoted. TTD shall be authorized to deduct any tax as applicable from the Tenderer. Deduction of all statutory and necessary Tax from each bill will be made as per Government Orders prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the company.
- The premises must be kept clean and tidy after completion of each activity.

DECLARATION

Name of the Tenderer

Address of the Tenderer :
(To be filled in by the Tenderer)

I/ We hereby agree to abide all the terms and conditions of the contract. I/ We do hereby agree that I / We shall keep my / Our offer open for a period of ninety days from the date of opening of the tender or for the extended period as desired by TTD in addition to the period of ninety days mentioned above in the event of my / our offer being accepted. I / We shall abide by and give my / our acceptance to the above terms and conditions and special terms & conditions which are this supply contract governing and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by TTD. Moreover, I have not been blacklisted so far by any Government department.

Yours faithfully,

Signature of the tenderer with full address

(To be signed by an authorized signatory with full address of the tenderer)

Pre bid meeting and Clarification Requests by Tenderer:

The details presented in this Tender Document have been compiled with all reasonable and possible care. However, it is the Tenderer's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.

Tenderer shall examine the

Tender Document thoroughly in all respects and if any conflict, contradiction, discrepancy, error or omission is observed, Tenderer must request clarification in the pre-bid meeting.

Pre-bid meeting will be held at the **O/o E.E-VII, Room No. 323, TTD Administrative Building, K.T Road, Tiruapti, Tirupati District-517501, A.P on 29-02-2024 @3.00 PM.** All prospective tenderers are requested to attend the same duly submitting their queries/points in writing which require clarification. The queries received within due date i.e., at least 24 hours before Pre-Bid meeting alone will be considered. Clarifications furnished in the pre-bid meeting will become the part of the bid document.

The minutes of the pre-bid meeting will be communicated by e-mail to all the tenderers who participated in the pre-bid meeting. Further a copy of the same will be published as corrigendum in the e-Procurement web portal apart from displaying at TTD website www.tirumala.org. The response to queries clarifications of the tenderers shall not form part of Tender Document unless issued as an Amendment /Addendum/ Corrigendum.