



TIRUMALA TIRUPATI DEVASTHANAMS (TTD), TIRUPATI
MARKETING DEPARTMENT

Notice Inviting Tender for

“Procurement of 49,100 Kgs of Cardamom 8 MM AGEB Variety through online e-Tender and e-Reverse auction for a Period of 4 (four) Months”.

Tender No: TTD-34022(31)/303/2019-PROCUREMENT SEC – TTD

Online bids through e-Tender and e-Reverse auction are invited for the supply of **49,100 Kgs of Cardamom 8 MM AGEB Variety** for a period of **4 (four) months** as per schedule.

This NIT consists of the following Annexure.

- Annexure - A:** Tender Details
- Annexure - B:** Instructions to bidders.
- Annexure - C:** Commercial Terms and conditions.
- Annexure - D:** Important Note to all Prospective bidders for On-line Bidding.
- Annexure - E:** General Terms & Conditions
- Annexure - F:** List of Documents to be submitted by the Bidder
- Annexure - G:** Proforma of Experience Certificate
- Annexure - H:** Proforma of Self Declaration
- Annexure - I :** Proforma of declaration

Supplier(s) to submit their offer as below:

Part-I	Techno-commercial Documents	https://tender.apecurement.gov.in/ Vendors are to submit techno-commercial documents upload & Price Bid in e-Procurement portal. The required EMD & Transaction Fee is to be submitted to the Government of Andhra Pradesh escrow account.
Part-II	Price Bid / Financial Bid	Bidders who qualify on the basis of documents submitted as per part I shall be open the electronic tender prices.
Part-III	e-Reverse Auction	https://konugolu.ap.gov.in/ Bidders who qualify on the basis of documents submitted as per part I shall be consider for e-Reverse Auction submit their price quotation against the items covered by this tender within a limited time period on a date and time as announced by TTD.

Signature of the Vendor



ANNEXURE-A

1	Department Name	Tirumala Tirupati Devasthanams, TIRUPATI.
2	Circle/Division	Marketing Department
3	FILE / NIT Number	TTD-34022(31)/303 /2019-PROCUREMENT SEC - TTD
4	Tender Subject	Procurement of 49,100 Kgs of Cardamom 8 MM AGEB Variety
5	Period of Contract	4 months period
6	Form of Contract	As per agreement
7	Tender Type	e-Tender and e-Reverse auction
8	Tender Category	spices
9	EMD Amount	Rs. 53,35,000/- (Rupees fifty three Lakh and thirty five Thousand Only)
10	EMD payable	Demand draft drawn in favour of the Executive officer, TTD from any scheduled bank
11	Test report (LAB)	Lab report issued by any of the NABL accredited Lab (except SMS Labs Services Private Limited, Chennai) shall be submitted on or before 01.00 PM on 19-09-2019
12	Transaction fee	All the participating bidders shall pay a transaction fee (Non-refundable - 0.03%) It is mandatory for all participant bidders to pay a non – refundable transaction fee.
13	Minimum Supply Quantity	49,100 Kgs.
14	Bid Validity Period	60 days from the date of e-Tender And e-Reverse auction
15	Bid Document downloading Start date	05-09-2019
16	Bid Document Downloading End date	Up to 01.00 PM on 19-09-2019
17	Date and time of e-Tender	e- Tender remain open for submission of price bid up to 03.00 PM on 19-09-2019
18	Date and Time of e-Reverse	From 02.00 PM to 04.00 PM on 20-09-2019 SUBJECT TO AUTO EXTENSION OF CLOSING TIME.
19	Tender Inviting / Opening / procuring authority	General Manager (P), Marketing Office, TTD, Hare Krishna Road, Near Alipiri, Tirupati.
20	Address/E-mail id	gmppttd@gmail.com
21	Contact Details/Telephone, Fax:	0877 - 2264079, 2264555. Fax. No.0877 – 2264554

22	Eligibility Criterion	<p>The supplier should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with TTD. The supplier should inform TTD, the correct address from where the supplies are going to be made to TTD. The supplier should possess experience certificate and other Certificates like Registration of Firm, GST, registration etc.</p> <p>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 supplier. In this regard the decision of the Tender Opening Authority / The Executive Officer is final and binding on the suppliers without any recourse.</p>
23	Procedure for Bid Submission	As per Clause No. E of Annexure – B
24	General Terms and Conditions	As published in the notice inviting tender.

GENERAL MANAGER (Procurement)

- a. Any order resulting from this enquiry shall be governed by the terms and conditions mentioned in this tender enquiry.
- b. Where counter terms and conditions have been offered by the supplier, the purchaser shall not be governed by them unless specific acceptance has been given in writing by the TTD. No deviations to the terms & conditions are allowed
- c. The TTD / APTS has the right to cancel the enquiry or extend the due date of receipt of offer without assigning any reason thereof.
- d. THE EXECUTIVE OFFICER, TTD reserves the right to vary the quantity of the above items.
- e. SUBMISSION OF OFFLINE DOCUMENTS :
 1. The EMD amount drawn in favor of the Executive Officer, TTD, Tirupati to be sent to the General Manager(Procurement), TTD, Tirupati as indicated at Sl. No. 9 & 10 of Annexure-A
 2. Those who fulfill the above criteria will only be allowed to participate in the e-Tender and e-Reverse auction.
 3. **Important:** All notices to the bidders shall be sent by e-mail during the process of finalization of the tender by TTS. All such notices sent by e-mail by TTD, therefore, be deemed as valid notices. Hence the bidders are required to indicate their valid e-mail ID during registration and keep checking for incoming mails.

Signature of the Vendor

Sl. No.	COMMERCIAL TERMS AND CONDITIONS
1	Offer shall be evaluated based on landed cost of the goods
2	<p>PRICE: Price Bid shall be submitted through Electronic Tender, e-Reverse Auction or both within the stipulated time qualified vendors. Price quoted should be on F.O.R. DESTINATION BASIS (LANDED PRICE WHICH INCLUDES ALL CHARGES UPTO DESTINATION)</p> <p>Bidding Process: Bidder has to bid for landed price per Kg basis for the desired supply quantity up to tendered quantity. (Refer Annexure - A)</p>
3	Per Kg forwarding (Handling), transit insurance charges to be included in bid price (upto destination)
4	VALIDITY OF OFFER: The prices quoted must be FIRM and the offers made must remain open for acceptance for 30 days from the date of e-Tender and e-Reverse Auction
5	PAYMENT TERMS: Payment will be released within 15 days after receipt of Lab report of the supplied quantity.
6	DELIVERY REQUIREMENT - As per schedule issued by TTD.
7	Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT.
8	LIQUIDATED DAMAGES CLAUSE: Refer Clause No. 24 of General Terms & Conditions of Tender Enquiry (Annexure - E).
9	PENALTY CLAUSE: Refer Clause No.23,28,29,& 37 of General Terms & Conditions of Tender Enquiry (Annexure - E).
10	FORCE MAJEURE CLAUSE: Refer Clause No.55 of General Terms & Conditions of Tender Enquiry (Annexure -E).
11	PRICE FALL CLAUSE - Refer Clause No.33 of General Terms & Conditions of Tender Enquiry (Annexure - E)
12	EARNEST MONEY DEPOSIT: The value of Earnest money to be deposited by the supplier shall be as mentioned in Annexure A & B. For the unsuccessful bidder, the Earnest money shall be returned immediately after finalization of tender. The EMD shall be forfeited if the supplier withdraws their offer before finalization of the tender or fails to submit the order acceptance.
13	SECURITY DEPOSIT: Refer Clause No.02 of General Terms & Conditions of Tender Enquiry (Annexure- E) .
14	BANNED OR DELISTED SUPPLIERS: The bidders should give a declaration that they have not been banned or delisted by any Purchaser. If this declaration is not submitted, the bid will be rejected as non-responsive.
15	SUB-CONTRACT: The contract supply awarded should be executed by the successful Supplier only and sub-contract of supply is not permitted.
16	<p>PAST SUPPLY DETAILS :</p> <p>The bidders shall essentially submit authenticated copies (signed and stamped by the bidder) of past supply orders. Failure to submit the documents shall render the tender liable for rejection.</p>
17	LOCATION OF SUPPLY : THE MARKETING OFFICE, Harekrishna Road, Near Alipiri, Tirupati.
18	RISK PURCHASE: Refer Clause No.21 of General Terms & Conditions of Tender Enquiry (Annexure - E) .
19	RIGHT OF ACCEPTANCE: The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. TTD reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.

20	JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at TIRUPATI
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I / We agree to all the above Commercial Terms and Conditions.

Signature of the Vendor

ANNEXURE - D

IMPORTANT NOTE TO ALL PROSPECTIVE BIDDERS FOR ONLINE BIDDING

1. Requirements for Vendors
 - a. P.C. connected with internet.

- b. Registration with AP e-Auction portal: <https://tender.apecurement.gov.in/> & <https://konugolu.ap.gov.in/>
- c. The vendor should possess a Class III digital certificate of signing type.
2. Vendors are to make their own arrangement for bidding from a P.C. connected with internet. TTD is no way responsible for this. **Bids will not be recorded without Digital Signature.**
3. All intending vendors must get themselves registered as Vendors at <https://tender.apecurement.gov.in/> & <https://konugolu.ap.gov.in/> and submit documents as mentioned at Annexure-F through online only.
4. For any queries in regard to online bidding, the following officials may be contacted:

Vupadhi Techno Services Pvt. Ltd.

Vijayawada Office Address :
Flat No : 407, Sreeram's Sneha Avenue,
Near Aravinda School, Kunchanapalli,
Tadepalli (M), Guntur (Dist) - 522501.
Andhra Pradesh.
Phone No: 08645-246370 / 71 / 72 / 73 / 74
Mobile No:7337318404
eMail ID: apeauctionsupport@vupadhi.com

TTD:

Tender Inviting / Opening authority	General Manager (P), TTD, Tirupati.
Address/E-mail id	gmpttd@gmail.com
Contact Details/Telephone, Fax:	0877 - 2264555, 2264079 98495-75954 Fax.No.0877 - 2264554

Signature of the Vendor

5. PROCESS of e-Tender and e-Reverse auction:
- a. **System Requirement:**
- Windows 8 Operating System
 - IE-11, Firefox & Google and above Internet browser
 - Signing & Encryption type digital signature
- b. **Registration**

Vendors are required to register themselves online <https://tender.apecurement.gov.in> & <https://konugolu.ap.gov.in> as Vendor Filling up details and creating own user id and password→ Submit. During the form filling, after registration, vendors are required to submit the documents as per Clause E of annexure B.

i. Bidding in e-tender and e-Reverse auction process:

The vendors who have qualified by submitting the required documents in addition to EMD and transaction fee can participate in the e-Tender and e-Reverse auction at <https://tender.apecurement.gov.in> & <https://konugolu.ap.gov.in>.

For this, the vendor needs to login with his user id, password and Digital Signature Certificate (DSC) at <https://tender.apecurement.gov.in> & <https://konugolu.ap.gov.in>.

- Login with Valid User id and Password.
- Select Valid DSC.
- Click on Running Auctions.
- Agree Terms and Conditions.
- Click on Go To Bidding Page.
- View Auction Floor.

6.

- a. **e-Tender:** Along with all mandatory documents and price against the items in tender needs to submit their bids.
- b. **e-Reverse Auction:** After reaching the auction floor as above, the vendor has to choose the lower price at which one wish to supply the tendered materials and submit by clicking the BID button.

7. TRAINING FOR e-TENDER and e-REVERSE AUCTION PROCESS

A training program shall be arranged by the service provider on line for imparting training to the prospective bidders prior to the date of the event. The date, time and of the training program shall be notified in advance. It is recommended that the bidders participate in the said training program in right earnest.

Bidders are also free to communicate with the contact person of Service Provider to get all clarification regarding the mode of the **e-TENDER AND e-REVERSE AUCTION**. Bidders shall be required to get themselves familiarized with the detailed step by step method of participation in the **e-TENDER AND e-REVERSE AUCTION** and submission of on-line bid, by suitably getting in touch with the service provider. Failure to do so by any bidder shall be at their own risk and responsibility and TTD /Service Provider shall not entertain any request to re-conduct the auction process on the plea of lack of understanding of the auction process by a particular bidder.

8. METHOD OF SUBMISSION OF ON-LINE BID IN THE e-TENDER AND e-REVERSE AUCTION

- a) The bidders who have valid Class III Digital Signature Certificate (DSC) should be able to bid in the auction. During first login in <https://tender.apecurement.gov.in/> & <https://konugolu.ap.gov.in/>, the bidder should register their Digital Signature Certificate (DSC) to proceed with bidding in the auction. All subsequent login should be with the same DSC.

- b) During the entire e-Tender And e-Reverse auction process, the bidders will remain completely anonymous to all other bidders.
- c) During the e-Reverse auction process prospective bidders shall quote the price by progressive reduction which they are willing to supply by them. The Bidder cannot increase his previous bid price.
- d) The bids can be revised any number of time reducing progressively while the auction floor is on live, in case of e-reverse Auction.
- e) The auction floor for e-Reverse Auction shall remain open on a pre-announced date and time.
The e-reverse auction closing time shall be subject to auto extension by 15 minutes every time, if a valid bid is received within the last 15 minutes. And the process will continue till such time when there will be no bid for continuous five minutes.
- f) All electronic bids submitted during the e-Tender and e-Reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction as mentioned in clause above will be considered as the valid price bid offered by that bidder (and acceptance of the same by TTD will form a binding contract between TTD and the bidders).
- g) **Important Note:** e-Tender and e-Reverse Auctions are separate independent activities. e-Tender will be closed first and then the e-Reverse Auction will be opened for bidding. After closing of e-reverse auction, e-tender will be opened and the L-1 rate obtained in e-Tender will be compared with L-1 rate obtained in e-Reverse Auction. The lowest among above two may be considered to placement of order for supply. Bidders have to specifically accept the above methodology of submission of on-line price bid in the e-Tender and e-Reverse auction.

Signature of the Vendor

ANNEXURE -E
GENERAL TERMS & CONDITIONS
For supply of 49,100 Kgs of Cardamom 8 MM AGEB Variety.

1. Online (e-Tendering –cum- e-Reverse Auction) tenders are invited for **49,100 Kgs of Cardamom 8 MM AGEB Variety** for a period of 4 (**four**) months as per schedule. The T.T.D. is desirous to have financial bid through e-Tender and e-Reverse auction. The

supplier should have been in this trade for not less than One year in the last three years and should have supplied bulk quantities to any reputed institution or institutions as the case may be. A copy of the certificate issued by the authorities under Shops and Establishments Act and a copy of the supply order for having supplied bulk quantities or certificates issued by the buyer, have to be submitted for techno-commercial bid evaluation by TTD.

2. The EMD of the successful bidder will be credited into TTD account on finalization of tenders. 2.5% of Security Deposit will be deducted in each and every supply bill. The EMD and Security Deposit will be released only after successful completion of the supply in all respects. The EMD and S.D. will not carry any interest. The EMD of the un-successful bidders will be refunded on finalization of tenders.
3. The transaction fee to e-Procurement portal is to be paid e scheduled date of e-Tender and e-Reverse auction. Those suppliers who are qualified by submitting the required documents including EMD and transaction fee alone, will be allowed to bid in the e-Tender and e-Reverse auction on the date and time as mentioned in the NIT. 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 suppliers previously subject to the original deadline will then be subjected to the new deadline.
4. **The transaction fee indicated in SI.No.12 of Annexure-A** is to be paid to Government of Andhra Pradesh escrow account of at least one working day prior to date of e-tender-cum-e-reverse auction. The rate quoted should be valid for acceptance for a period of sixty days from the date of e-Tender and e-Reverse auction. In the event if necessary the supplier should extend period as desired by TTD in addition to the period of sixty days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all taxes, charges, and **F.O.R. delivery at Marketing Godowns, Tirupati**. Further TTD cannot issue statutory forms like Form C or Form D etc. and this should be taken into account by the supplier while quoting the rates to TTD. If no specific mention is made about the delivery at Tirupati and Tirumala, it will be construed that the rate is applicable for delivery at both the places i.e., Tirupati and Tirumala.
5. The supplier should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with TTD. The supplier should inform TTD, the correct address from where the supplies are going to be made to TTD. The supplier should have an experience of one year in the last three years in the field and the experience certificate (as per proforma) and other certificates like GST registration should submit at the time of registration as Vendor with APTS e-procurement portal. In case of non-submission of these certificates, the TTD authority reserves the right to take any appropriate action including cancellation of tender of the respective supplier. In this regard the decision of the General Manager (P) and the Executive Officer is final and binding on the suppliers without any recourse.
6. The interested tenderers are to submit NABL Accredited lab report (except SMS lab services, Chennai) confirming to the specifications of TTD as mentioned at tender condition No. 20.

7. The rate quoted should be valid for acceptance for a period of sixty days from the date of **E-Tender And E-Reverse auction**. In the event if necessary the supplier should extend period as desired by TTD in addition to the period of sixty days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all taxes, charges, and F.O.R. delivery at Marketing Godowns, Tirupati. Further TTD cannot issue statutory forms like Form C or Form D etc. and this should be taken into account by the supplier while quoting the rates to TTD. If no specific mention is made about the delivery at Tirupati and Tirumala, it will be construed that the rate is applicable for delivery at both the places i.e., Tirupati and Tirumala.
8. Negotiations will not be made with the suppliers. Hence the bidders are requested to quote a competitive rate. In this regard the decision of Purchase Committee if applicable or the decision of the Executive Officer / Joint Exe. Officer, Tirumala / General Manager (Procurement), TTD, shall be final and binding on the suppliers without any recourse.
9. The contract is **multi vendor contract** and the no. of suppliers may be two. The modalities are as follows.

“If L-2 bidder accepts to supply at L-1 price, 35% of the quantity will be given to L-2 bidder. “If L-2 bidder does not agree to match with price of L-1, then L-3 bidder will be asked to match with the price of L-1 and this offer will be limited up to L-3 only”. If both L-2 & L-3 does not agree to match wigh L-1 price, then the entire tender quantity will be awarded to L-1”.
10. The supply is meant for the preparation of the sacred Prasadams of Lord Sri Venkateswara Swamy and every care should be taken by the supplier to see that there is no variation in the quality of supply. The supplier should take every care that no stones, pebbles etc., not even accidentally should appear in the supply of material made to TTD.
11. The firm should submit the following particulars along with tender document.
 - a. Annual Turnover of the firm should be more than Rs. 4.7 Crore. The suppliers should produce an evidence of turnover issued by Chartered Accountant in any one year of the 3(three) financial years.
 - b. The supplier should have supplied at least 32,400 Kgs of Cardamom in an year. The supplier should produce evidence of supplies made to the different organizations in any one year of the 3(three) financial years and should furnish a list.
12. The tender accepting authority i.e., the Executive Officer/Joint Exe. Officer, Tirumala /General Manager (Procurement) 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 supplier without any recourse. Further, it is understood by both the parties to the tender and is specifically accepted by the supplier when the supplier files the tender before TTD, the acceptance or rejection of the tender by TTD., or methodology adopted by TTD., in short listing the companies for the supply of material/materials 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.
13. The tendered quantity is tentative. It can be increased or decreased at the discretion of T.T.D. The TTD., may accept or reject, in full or in part, any or all the offer, without assigning any reason whatsoever.**It may extend / shorten by one month / part period.**

14. The T.T.D. 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 supplier or any obligations to inform the affected suppliers, the grounds of acceptance or rejection.
15. The supply should be effected strictly as per delivery schedule. The schedule is tentative and the T.T.D. is having every right to revise the schedule depending upon the consumption in the Temples and other Institutions of T.T.D.
16. The T.T.D. also reserves the right to increase or reduce the tender quantity by 15% on the same terms and conditions even after the tender period. In other words increasing or reducing the tender quantity by 15% can be made by TTD even after the completion of the tender period and it is binding on the supplier without any recourse. Extension of the delivery period to the supplier who is not adhering to the supply schedule may be granted on case-to-case basis at the discretion of the Executive Officer/Joint Exe. Officer, Tirumala /General Manager(Procurement), TTD / Dy.E.O.(WH).
17. TTD obligates the right to request the L-1 tenderer who was awarded with supply order to supply the stocks of last 15% of the tender quantity at the decreased rate equivalent to the next immediate subsequent tender. The supplier is at liberty to accept the offer of TTD”.
18. The GST payable where leviable and intended to be claimed from TTD should be distinctly shown along with the price quoted. Since the rate quoted is inclusive of GST payable no claim for GST payable will be admitted at a later stage and on any ground whatsoever, irrespective of the supplier mentioning and recording any thing contrary to the above in the Quotation.
19. After the implementation of GST and even after any changes contemplated in the tax structure and the rate of taxes to be levied by the State Government the rates Quoted to T.T.D. should be constant and it should be applicable to all supply orders placed by TTD.
20. The commodity i.e., “**Cardamom (ELACHI) 8 mm size (AGEB) VARIETY** ” should Strictly confirm to the following specifications. TTD, reserves the right to reject the material stock and barrel if the supplies are not made strictly as per the specifications. In this regard, the decision of the General Manager (Procurement) / Dy.EO(Ware Housing) is final and binding on the parties.

Definition of quality	Specification	Rejection limit.
a) Empty and malformed capsules % by count. Max.	1.0	2.0
b) Immature and shrievelled % by Wt. Max.	1.0	2.0
c) Blacks and Splits, % by count max.	Nil	present
d) Size (diameter of whole in mm of the sieve on which retained. Min.	8.00 MM	More than 5% Below 8.00 MM
e) Weight in G/ Ltr, Min.	460	-----
f) Volatile Oil, % by Wt. Min.	8.0	6.0
g) Insect damaged, % by Wt. Max. 2.0	1.0	2.0

- 21.** In the event of delay or default in supply and the supplies not adhering to the schedule, the T.T.D. reserves the right to procure the requirement from the other sources and recover the excess cost, if any incurred by T.T.D., from the approved supplier. However, if the rate is cheaper, the benefit will not accrue to the respective approved supplier. The T.T.D. reserves the right to either reject the entire lot or impose cut or forfeit the E.M.D. and Security Deposit at its discretion if the quality is not in accordance with the specifications or of inferior quality goods as confirmed by Lab reports. In this regard the decision of Executive Officer /Joint Exe. Officer, Tirumala / Dy. EO (Ware Housing), TTD shall be final and binding on the supplier. The quantum of cuts imposed shall be final binding on the supplier. The cuts will be imposed both on the laboratory analysis and on the physical verification of the supply received.
- 22.** T.T.D. reserves the right to either reject the entire lot or impose cut or forfeit the E.M.D. and Security Deposit at its discretion if the quality is not in accordance with the specifications or of inferior quality goods as confirmed by Lab reports. In this regard the decision of Executive Officer /Joint Exe. Officer, Tirumala / General Manager(Procurement) / Dy.EO (Ware Housing), TTD shall be final and binding on the supplier. The quantum of cuts imposed shall be final binding on the supplier. The cuts will be imposed both on the laboratory analysis and on the physical verification of the supply received.
- 23.** The T.T.D. reserves the right to levy a penalty upto 5% on the value of material ought to have been supplied by the supplier as per the supply schedule given or as per the delivery schedule modified from time to time.
- 24.** The packing should be in New gunny bags only and also in accordance with the provisions of packaging Act to avoid damages in transit. It should also contain marking to denote address, date of packing etc., for identifications. Otherwise, the entire lot will be rejected.
- 25.** Each supply should be accompanied by a bill, advance stamped receipt and warranty certificate if applicable for arranging payment. The successful supplier should furnish copies of registration of firm if applicable, GST registration, Sales Tax registration along with the invoice of the first supply, if not enclosed along with the tender and if TTD has consciously accepted the non-submission of documents along with the tender.
- 26.** The TTD reserves the right to reject either the entire lot or part of the supply or impose cut or forfeit the security deposit & E.M.D. at its discretion if the quality is not strictly in accordance with specifications if any given by the supplier.
- 27.** The payment will be made only after the receipt of goods at TTD Marketing Godowns in GOOD condition. The supplies should be strictly in conformity with the specifications.
- 28.** T.T.D. reserves the right to charge penalty as decided by the Executive Officer /Joint Exe. Officer, Tirumala / General Manager (Procurement) or withhold payment for any unsatisfactory material supplied by the supplier without prejudice to its other rights. In this regard, the decision of Executive Officer /Joint Exe. Officer, Tirumala / General Manager(Procurement) is final. The supplier is further liable to reimburse / compensate the TTD or to third party for any loss, damage, injury, harm etc., caused or arising out of the negligence in supply of low quality materials, or any other act or breach of contract.
- 29.** Notwithstanding anything contained in the terms and conditions of this procurement the General Manager(Procurement) / Dy.EO (Ware Housing), TTD is the ultimate authority in deciding the recovery of percentage of penalty from the supplier taking in to account the stock position and future requirement of the supply in the larger interest of the organization.

The reasons for such non recovery of percentage of penalty if any has to be recorded in writing by the General Manager(Procurement) / Dy.EO (Ware Housing) and has to be duly approved by the appropriate authority before releasing payment to the Contractor / Supplier.

- 30.** Shortage and breakages will be intimated to the suppliers and the equivalent amount will be deducted from the bill amount, if they are not replaced by the supplier.
- 31.** The prices quoted shall be firm and fixed from the date of submission of tender to the date of completion of the contract of supply in all respects. ANY REQUESTS FOR REVISION IN THE RATE OR RATES BY THE SUPPLIER SHALL NOT BE ENTERTAINED DURING THE RATE CONTRACT PERIOD.
- 32.** Penal clauses of the supplier whatsoever like payment of interest on late payment of bills etc. shall not be acceptable to TTD.
- 33.** If at any time, during the period of contract the price of quoted items is reduced or brought down by any law or by an act of the central or State Government or by the supplier himself, the supplier shall be morally bound to inform the Executive Officer, T.T.Devasthanams immediately about such reduction in the contracted price or prices.
- 34.** The successful bidder has to enter into 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/ QUOTATION has been accepted. The format of agreement shall be supplied to the approved supplier along with the communication of accepting the rates quoted.
- 35.** the standard payment terms of TTD are applicable. No advance shall be paid by TTD, against the order. The payment to suppliers shall be made by TTD only through Online.
- 36.** Each supply should be subjected to pass in the TTD lab only.
- 37.** The supplied material should be without adulteration. If adulteration is noticed in the material supplied the supplier will be prosecuted besides blacklisting the firm and forfeiting the Earnest Money Deposit and Security Deposit. The TTD., also reserves the right to levy an additional "Composite penalty" at 5% on the total value of the material supplied to TTD by the supplier in case of what so ever quality problems encountered by TTD in supply of the material and if the decision is taken to return/reject the material to the supplier. In this regard the decision of TTD is final. In case of failure to remove the rejected goods from the TTD Godowns. TTD, reserves the right to charge ground rent from the supplier.
- 38.** The supplier 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 cable, telex or facsimile and will be confirmed by a registered letter. Telegraphically sent tenders/ quotations and tenders/quotation written in pencil will not be accepted. Tenders/ quotations received after due date and time will not be entertained by TTD.
- 39.** For breach of any of the above tender conditions, the E.M.D. and Security Deposit are liable to be forfeited duly blacklisting the Firm. Further, Non-performance of any of the contract provisions to the satisfaction of TTD will disqualify the supplier to participate in the tenders for the next five years.
- 40.** Penalty as may be decided by the tender approving authority will be imposed when the

supply is rejected in physical verification or as per lab analysis.

41. 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 supplier irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule or the same can be incorporated in a form of codicil as the case may be and the same will be binding on the supplier without any recourse.
42. The supplier is required to produce General Power of Attorney from the competent authority of his company to deal with all the matters connected with this tender affixing the rubber stamp with the designation or status enjoyed by the signatory in the business entity of the supplier and the same signatory shall be required to execute agreement under his signature only. In case of change in the Authorized signatory it is binding on the supplier to inform the changes to the T.T.Devasthanams.
43. The successful supplier should execute an agreement on non-judicial stamp paper worth Rs.100/-agreeing to all the conditions of the contract. If the successful supplier 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., by reason of breach such as failure to supply/delayed supply including the liabilities to pay differences between the prices accepted by him and those ultimately paid for the procurement of the commodity. Such damages shall be assessed by the E.O., TTD., whose decision shall be final and shall be binding on the supplier.
44. The TTD, reserves the right to terminate / amend/modify the contract without assigning any reason or advance notice to the supplier/Supplier. Similarly, the terms of the tender may be amended/modified by TTD, if necessary, to ensure competitiveness and quality of procurement.
45. If any commodity/materials etc. supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for human consumption, then the contract price or prices of such items/materials etc., will be recovered from the supplier, if payment had already been made to him. Otherwise the supplier will not be entitled to any payment what so ever for such supply. For infringement of the stipulations of the contract or other justified reasons, the contract would be terminated by the Executive officer, T.T.Devasthanams, and the supplier shall be liable to pay for all losses sustained by the T.T.Devasthanams. In the consequence of the termination, the loss would be recovered personally from the supplier or other money due or may become due to him. In the event of such amounts being insufficient the balance would be recovered personally from the supplier or from his properties.
46. All the materials supplied against the supply order shall be of best quality and shall confirm to the specifications if any given in the supply order or informed to the supplier as the case may be. Where any commodity is rejected on account of its non-confirming to the specifications or not of best quality or due to non compliance to any other clause of the contract the supplier should promptly replace the rejected material at the discretion and satisfaction of TTD. All expenditure incurred on account of such replacement shall be entirely borne by the supplier. In case of failure to remove the goods TTD reserves the right to charge ground rent from the supplier.

47. **SUB-CONTRACTING:** The contract supply awarded should be executed by the successful Supplier/ quotationer only and sub-contract of supply is not permitted.
48. **INDEMNITY:** The supplier shall at all times indemnify TTD / MSTC, against all claims, which may arise in respect of supply of low quality of commodities/material/ items etc., not confirming to the specifications.
49. If the supplier, in the opinion of TTD, fails or neglects to be complied with any of the terms and conditions of the contract or with any order issued there under then, in such a case, the TTD shall without prejudice to any other right or remedies under this contract as a right and be entitled to cancel the contract by giving a notice in writing to the supplier without being liable to pay any compensation for such cancellation.
50. 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 supplier not accepting the conditions mentioned herewith or providing wrong information will be summarily rejected.
51. The Supplier who apply for this tender has to furnish the declaration that “They have not been black listed in any of the organizations”. Any wrong declaration in this regard which comes to the notice at a later date will disqualify them from tendering in future in TTD and the tenders so received shall be automatically rejected.
52. No supplier shall be allowed at any time on any ground what so ever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc., committed by the company in the tender schedule form shall not be considered after opening the tenders. Conditions such as “Subject to Availability” “Supplies will be made as and when supplies are received etc”, will not be considered under any circumstances.
53. 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.,
54. The impermissible variations with reference to specification on Lab testing will be viewed seriously and will lead to BLACKLISTING.
55. **Force Majeure** TTD/APTS will not be liable for any failure or delay in performance due to any cause beyond their control including but not limited to Fires, Floods, Strikes, Go-Slow, Lock-outs, closure, Pestilence, Industrial unrest, Epidemics, Political upheavals, Government action, Civil commotion, Breakdown of machinery, shortage of labour, Acts of God etc. It will be the sole discretion of TTD to extend time of performance after cause of delay will have cease to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of contract whether printed or written.

I/We read and accept the above terms and conditions in toto.

Place:

Date:

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

General Manager (Procurement)

ANNEXURE -F

List of Documents to be submitted by the Bidder

1. The bidders who are desirous of participating in **e-Tender and e-Reverse auction** shall register online as per procedure indicated in ANNEXURE- D and also to upload the following documents in the website of <https://tender.apecurement.gov.in/> & <https://konugolu.ap.gov.in/>.
 - a) Certificates demonstrating experience for at one of the last three years as per proforma.
 - b) Registration of the firm.
 - c) GST registration
 - d) PAN card & Income Tax returns for the last three years.
 - e) Annual Turnover of the firm should be more than Rs. 4.7 Crore & Certificate shall be signed by Chartered Accountant.
 - f) The firm should have produce an evidence of having supplied 32,400 kgs of cardamom to any institute / firm. Copies of relevant invoices should be uploaded.
 - g) Self declaration certificate (Annexure – H).
 - h) Declaration agreeing to abide all the terms and conditions of tender as per Annexure-I.

- i) Entire NIT duly signed by the vendor as a token of acceptance of terms & conditions.

2. The Tenderer should submit **ORIGINAL EMD** by way of demand draft to be drawn in favor of the Executive Officer, TTD, Tirupati payable at Tirupati to the O/o G.M(Procurement), TTD, Tirupati at least one working day prior to the date of e- Tender.

3. The Tenderer should submit a lab report that confirming to the tender specifications of TTD as mentioned at tender condition No. 19. The lab report shall be issued by the any of the NABL accredited lab only (except SMS Labs Services Private Limited, Chennai).

4. The entire document of NIT should be signed by the authorized representative of the firm and the same should be submitted to online.

Signature of the Vendor

Option-I**Experience Certificate (for techno-commercial bid purpose)**

(To be obtain from the client/To whom supply was made)

This is to certify that M/s _____ has supplied (Name of the Commodity) Satisfactorily as detailed below.

S.No	Quantity	Amount	Financial year

Name of the Client Signature of the Client with seal

(or)

Option-I I**Experience Certificate (for techno-commercial bid purpose)****(List the invoices)**

S.No	To whom Supply made	Invoice & Date	Receipt No. / Chque details of quantity received by buyer.	Quantity	Financial Year
Total::					

Note: The bidders should submit the hard copies of the above invoices as evidence, without which Technical Evaluation will not be done.

Name of the tenderer

Signature of the Vendor

Self Declaration Letter

To
The General Manager (Procurement)
T.T.Devasthanams,
Tirupati.

I declare that the Certificates submitted were correct and in the event if the authority finds false at later date the management can forfeit the EMD and Blacklist our firm. Further I declare that the firm M/s _____ has not blacklisted.

Signature of the Vendor

ANNEXURE-I

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 tender 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 all the terms and conditions of the tender (Sl. No 1 to 55), 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.

Yours faithfully,

Signature of the tenderer with full address

(To be signed by an authorized

signatory

with full address of the tenderer)

