

MEDICAL DEPARTMENT T.T.DEVASTHANAMS, TIRUPATI.



**Office of the Chief Medical Officer, TTD
Central Hospital, K.T.Road, Tirupati,
Chittoor Dt., (A.P).,**

e - Tender document for

**“OUTSOURCING MAN POWER AGENCY FOR SUPPLY OF PARA
MEDICAL PERSONNEL ON OUT SOURCING BASIS FOR TTD
Hospitals / Dispensary / Srivari mettu / VQC-I / II”**

TIRUMALA TIRUPATI DEVASTHANAMS: TIRUPATI
MEDICAL DEPARTMENT, TIRUPATI
DRAFT BID DOCUMENT

e-PROCUREMENT TENDER
TTD-83021(31)/6/2025/CMO
VOLUME – I

NAME OF WORK	:	“Supply of Man Power through Out-sourcing of Para Medical staff to the Medical Department, (Srivari Mettu / VQC-II) and payment of wages and other statutory deductions newly engaged outsourcing Paramedical staff”.
NAME AND ADDRESS OF THE CONTRACTOR WHO DOWN LOADED THE BID DOCUMENTS	:	

TIRUMALA TIRUPATI DEVASTHANAMS:: TIRUPATI.**MASTER INDEX**

NAME OF WORK: "Supply of Paramedical staff on Outsourcing basis to work under the control of Chief Medical Officer, TTD to utilize the services at Srivari Mettu / VQC-II etc.,.

(TENDER DOCUMENT NO: TTD-83021(31)/6/2025/CMO)

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Tirumala Tirupati Devasthanam's: Tirupati**NOTICE INVITING TENDER (NIT) (Online version) e-Tender**

S.No.	Description	Remarks
1.	Department Name	Tirumala Tirupati Devasthanams
2.	Circle/Division	MEDICAL DEPARTMENT, Chief Medical Officer, TTD, Tirupati.
3.	Tender Number / file No.	TTD-83021(31)/6/2025/CMO
4.	Tender Subject	“Supply of 33 Nos., Paramedical staff on Outsourcing basis to work under the control of Chief Medical Officer, TTD to utilize the services at Srivari Mettu / VQC-II etc.,”
5.	Period of Contract	One (01) Years from the date of issue proceedings.
6.	Form of Contract	Outsourcing contract for supply of Para-medical staff.
7.	Tender Type	Open (online version).
8.	Tender Category	<p>Providing Man power on outsourcing basis.</p> <p>The agency must deploy the staff to carry out the operations as per the scope of the work throughout the year on all days. The working hours will be 24X7 on shift basis. Any changes in the above timings will be intimated well in advance by the Chief Medical Officer, TTD, Tirumala.</p>
9.	Transaction Fee	All the participating bidders shall pay a transaction fee (non- refundable) in on- line (non-refundable) (Generated Online) in favour of M/S APTS, Vijayawada. It is mandatory for the bidders to pay the transaction fee through the Electronic payment Gateway.
10.	EMD (INR)	<p>Rs.3,00,000/- (Rupees Three lakh only) EMD shall be Mandatorily paid Online (e- procurement portal) (or) in the form of Bank Guarantee (Valid for 6 Months) in favor of Executive Officer-TTD, Tirupati and payable at Tirupati. (Name of Account holder: Executive Officer TTD, EMD Account No.630901062005, ICICI BANK, IFSC Code: ICIC0006309, MICR No.517229002. (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>
11.	Security Deposit	The successful Tenderer/ Agency/ Firm / Contractor shall pay an amount equals to 5% OF THE TOTAL AGREEMENT VALUE by way of account payee demand draft in full without any concession within 15 days from the date of Authorization.

12.	Bid Document Downloading Start Date	08.09.2025. at 05:00 PM
13.	Bid Document Downloading End Date	01.10.2025. at 10:30 AM
14.	Last Date & Time for Receipt of Bids	01.10.2025. at 10:30 AM
15.	Bid Validity Period	120 days
16.	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	03.10.2025. at 12:00 PM
17.	Price Bid Opening Date & Time (Financial Bid Stage)	04.10.2025. at 12:00 PM
18.	Place of Tender Opening	O/o the Chief Medical Officer, Central Hospital, T.T.Devasthanams, K.T.Road, TIRUPATI.
19.	Tender Inviting/ Opening Authorities	Executive Officer, TTD, Tirupati or the officers authorized by the Executive Officer, TTD, Tirupati / CHIEF MEDICAL OFFICER, CENTRAL HOSPITAL, TTD, TIRUPATI.
20.	Address/E-mail id	cmo.adldirector@gmail.com
21.	Contact Details/ Telephone, Fax	Land No: 0877-2264371 (During office working hours) Mobile No: 9849377080.

Qualification of Para Medical staff, Required Number & Category:

1. To supply Paramedical staff as per the following requirement, qualifications and Payment of wages and other statutory deductions to the outsourcing Para Medical staff vide as per Res.No.145 Dt: 24.12.2024.

S.N	Category	Qualification	Total	Salary / Wages
1	Staff Nurse	B.Sc (Nursing) / M.Sc. (Nursing) + 3-5 years' experience	07	21500/- + 3500/- + Excl. EPF&ESI employer contribution.
2	Pharmacist	1. Must have passed Diploma Pharmacy of a recognized institution. 2. B.Sc(Pharmacy) or B.Pharm of any recognized institution.	01	21500/-+3500/- Special allowance +Excl. EPF&ESI employer contribution.
3	Anaesthesia Technician	1. Must have passed B.SC in Anesthesia Technician.	04	21500/-+3500/- Special allowance +Excl. EPF&ESI employer contribution.
4	MNO	Certificate Course + 3-5 years' experience.	06	18500/- +Excl. EPF &ESI employer contribution.
5	FNO	1) Must have passed VIII Class. 2) Must have practical experience of not less than three years in reputed Nursing Home attending on patients for Dressing, Wounds, etc.,	04	18500/- +Excl. EPF &ESI employer contribution.
6	Stretcher bearer	1. Must have passed VIII class, 2. Must have practical experience in the field for which he is appointed with good physique.	11	15000/- +Excl. EPF &ESI employer contribution.

Eligibility Criteria:

1. The tenderer should possess an experience certificate stating that the similar nature of works in any reputed firm and other certificates like Labour Registration, EPF Registration, ESI Registration, certificate of registration of the business (issued by central Sales Tax department), GST registration certification, PAN Card on business or proprietor and Registration certificate of establishment should be enclosed invariably along with the tender schedule. In case of non-submission of any of these certificates, the tenderer / bid is summarily rejected.
2. 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 on their own name as principal contractor only.

3. The Tenderer shall have minimum annual turnover of Rs. 2,00,00,000/- (Rupees Two Crore only) in any of the last three financial years ending 31.03.2025.
4. The Tenderer shall have completed similar works/labour related works of costing not less than the minimum value of Rs. 2,00,00,000/- (Rupees Two Crore only) in any one of the years during the period 01/04/2022 to 31/03/2025.
5. Tirumala Tirupati Devasthanams being a Hindu Religious Institution and a place of public Hindu religious worship, the contractor shall be provide personnel belongs to Hindu Religion Only.
6. The Tenderer must note that they should have carried out and completed similar works/ labour related works on their own name as principal contractor and not on any other name as per MOU signed with other parties.
7. The Tenderer shall upload the self-attested copies of the following required documents on online:
 - a. **EMD Amount: Rs3,00,000/- (Rupees Three Lakh only) as mentioned in Procedure for bid submission.**
 - b. *EPF Registration with EPF code number*
 - c. *ESI Registration*
 - d. *Valid License (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, 2025 as defined in point no(3).*
 - f. *Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March. 2025 duly certified by CA with valid DIN No.*
 - g. *Copy of income tax returns for the latest three (3) years i.e., up to FY*

2023-2024 / 2024-2025 as applicable.

- h. A turnover certificate for the latest 3(Three) financial years from a chartered accountant with a valid UDIN.*
 - i. Self-declaration for List of Arbitration cases (if any).*
 - j. Copies of certificates/allotment letter of GST and PAN Number.*
 - k. The Tenderer should hold valid firm registration certificate.*
8. 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 Chief Medical Officer, TTD, Tirupati.
9. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage.
10. The bid shall be valid and open for acceptance of the Competent Authority of TTD for a period of 120 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.
11. An agreement shall be signed with the successful Tenderer as per specimen enclosed.
12. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed. Tenderers are advised to study carefully the tender documents and the conditions before quoting their bid.
- 13. The Bidders shall quote Fixed Service Charges (In Amounts) for man-power deployment shall be @ minimum of Rs.500 per month and maximum of 5% of the basic wages.**
- 14. 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.**
15. The Earnest Money Deposit is liable for forfeiture in the event of: (a) withdrawal of

order by Tenderer during the validity period of the order (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.

16. In case of non-submission of any of these certificates, the tender shall stand rejected.

Procedure for Bid Submission:

1. Bids shall be **submitted on line only** in terms of G.O.Ms.No.8, ITE&C Dept., dt.08.05.2016.
2. The participating bidders in the tender should register themselves on e-procurement platform in the website www.apecurement.gov.in (or) <https://tender.apecurement.gov.in>.
3. The bidders who are desirous of participating in e-procurement shall submit their technical bid, financial bid as per the standard formats available at the e-procurement.
4. The bidders should scan and upload the below mentioned documents and submit all the attested hard copies to the Chief Medical Officer, TTD Central Hospital, K.T. ROAD, Tirupati before opening of Technical Bid **along with EMD Demand Draft**.
 - a. EMD as specified in the Point No:10 in the NIT
 - b. A.P Labour Department Registration Certificate
 - c. EPF Registration Certificate
 - d. ESI Registration Certificate
 - e. Registration of the firm.
 - f. GST Registration.
 - g. PAN card and Income Tax Returns copy of last three Assessment years up to FY 2023-2024 / 2024-2025 as applicable.
 - h. Experience for 3 years in providing the services for engaging outsourcing personal work.
 - i. Affidavit that the firm / Contractor / Agency has not been black-listed in the past by any Hospital / organization and the firm / Contractor / Agency has no vigilance case / CBI / FEMA case pending against him / Firm on Rs.10/- non-judicial stamp paper duly notarized.
 - j. Affidavit in self-declaration of the firm letter head that the firm is supplying the Man power and has quoted the Tender on par to that of

- any Govt. organization or any other Institute.
- k. Transaction fee on e-Procurement Platform: All the participating bidders shall pay transaction fee (non-refundable) to APTS, Vijayawada through online. It is mandatory for all the participant bidders to pay a Non-refundable Transaction fee electronically to APTS, Vijayawada through "Payment Gateway Service on e-Procurement platform".
- l. The Electronic payment Gateway procedure for Bid submission accepts all cards issued by any bank and Direct Debit facility / Net Banking to facilitate the transaction. This is in compliance as per G.O. Ms.No.13, dated 07.05.2006.
5. The bidders should quote their initial price order at the prescribed field / place provided in the e-market place within the prescribed period.
 6. The bidder shall sign all the documents both sides 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.
 7. 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.
 8. The tenderer shall submit only one bid. The tenderer who submits or participates in more than one bid for a work will be disqualified.
 9. Bid shall remain valid for acceptance for a period of 120 days from the date of opening of the tender / bid. Any future clarification and/or corrigendum(s) shall be communicated on <https://apeprocurement.gov.in>.
 10. The contractor has to quote the rate of Fixed service charges per person per month of not less than Rs.500/- per head (In Amounts) and to a maximum of 5% (In amount) over the present basic wages of the each person (5% on applicable wages). The percentage of service charges should not be more than '5%' on the basic wages.
 11. The Executive Officer, TTD/ the Chief Medical Officer, Medical department, TTD, Tirumala reserves the right to modify any terms and conditions before submission of the bids.

12. All tender required documents should be uploaded through e-procurement portal only.
13. The tenderer will be able to supply additional number of qualified persons in required category for future requirement (Fairs & Festivals and in any emergency), with the same terms and conditions and existing wage structure.

24. 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 thousands only) for all works with ECV up to Rs.50 Crores and Rs.25,000/- (Rupees Twenty five thousands only) for works with ECV above Rs.50 Crores, from successful bidder on e-procurement platform before entering into agreement / issue of work orders, towards e-procurement fund in favour of Managing Director, A.P.T.S., Vijayawada.

Note: There shall not be any charge towards-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10.00 Lakhs.

- a) Transaction fee payable to APTS, Vijayawada (Online)
- b) General Terms and Conditions: As Published in the notice inviting tender. The bidder shall sign in all pages of terms and conditions and append official seal in the last page.
- c) Affidavit that the annual turnover should be not less than Rs.2 Crores for each year during the last 03 financial years indicating such turnover amount per year in the Affidavit i.e., from 2022-2023 to 2023-2024 and 2024-2025 for supply of out sourcing personal. This affidavit shall be certified by the Chartered Accountant.
- d) Experience & Satisfactory performance Certificate issued by previous organization.
- e) Form 26 AS last three financial years i.e from 2022-2023 to 2023-2024 and 2024-2025.
- f) EPF, ESI, payment challans for last three months.
- g) Valid Solvency certificate drawn not older than 6 months of the NIT date issued by nationalized / scheduled bank for not less than Rs. 75.00 Lakhs (Rupees Seventy Five Lakh only).

Place: Tirupati.

Date: -2025.

Signature of the Tenderer
(To be signed by an authorized signatory)

For any assistance/further clarifications please call:

The Chief Medical Officer, TTD Central Hospital, K.T. Road, Tirupati.

Phone No. 0877-226 4371. E-mail Id: cmo.adldirector@gmail.com

TIRUMALA TIRUPATI DEVASTHANAMS, TIRUPATI**TERMS AND CONDITIONS FOR SUPPLY OF MAN POWER (PARA-MEDICAL) TO THE CHIEF MEDICAL OFFICER, TIRUPATI ON OUTSOURCING BASIS.**

- 1.0 E-Tenders (online version) are invited for supply of Man Power i.e. Para Medical staff to the O/o Chief Medical Officer, Tirupati on outsourcing basis and also pay the wages and other statutory deductions to the engaged outsourcing personnel. It is desirous to have ~~the~~ tender in two bid systems, i.e. technical bid and financial bid. The Tenderer further is required to submit the Technical bid and financial bid separately. The Tenderer, may present during bid opening. The Chief Medical Officer, TTD Central Hospital, Tirupati may extend the last date by issuing an amendment or corrigendum, which will be displayed in the Notice Board in the O/o the Chief Medical Officer, TTD Central Hospital, Tirupati. In any case the decision of the Tender inviting authority is final.
- 1.1 **SUBMISSION OF BID:**
- (a) The Bidders have to scan upload all the Tender Document through online for Technical and Financial Bid separately.
 - (b) **EMD of Rupees Rs.3,00,000/- (Rupees Three lakh only) shall be Mandatorily paid Online (e- procurement portal) (or) in the form of Bank Guarantee (Valid for 6 Months) in favor of Executive Officer-TTD, Tirupati and payable at Tirupati. (Name of Account holder: Executive Officer TTD, EMD Account No.630901062005, ICICI BANK, IFSC Code: ICIC0006309, MICR No.517229002. (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).**
 - (c) A complete set of documents listed under the caption qualification criteria Sl.No.23 (3) with all supporting documents duly filled in and signed by the tenderer on all pages shall be scanned and uploaded. The documents such as experience certificates, copies of agreement, financial turn over, copies of PAN, Service tax (GST) registration, EPF & ESI registration, etc., shall be submitted along with proper attestations.
 - (d) The Price Bid shall be properly filled in, scanned and uploaded.

2. EARNEST MONEY DEPOSIT:

- a. The E.M.D will be returned to unsuccessful Tenderers after one month from the date of finalization of tender without interest. The EMD amount will be returned to the successful tenderer only after completion of the tender period without any interest.
- b. The EMD amount in the form of challan to be up loaded along with TENDER APPLICATION FORM and shall be submitted before the date of opening of the Tender along with the Tender documents.

3. SECURITY DEPOSIT:

- a) The successful Tenderer/ Agency/ Firm / Contractor shall pay an amount equals to 5% OF THE TOTAL AGREEMENT VALUE by way of account payee demand draft in full without any concession within 15 days from the date of Authorization. The security deposit demand draft shall be drawn in favour of the Executive Officer, TTD, Tirupati payable at any nationalized Bank at Tirupati. No interest will carry on the deposits made.
- b) If the successful Tenderer fails to lodge security deposit (or) fails to attend the office for concluding the agreement, within the period of 15 days as specified above, such failure will constitute a breach of terms and conditions of the tender and the Earnest money deposited shall be forfeited in addition to recovery of a loss sustained by the TTD.
- c) The security deposit amount will be returned after completion of contract period.
- d) The security deposit will be forfeited for any non-performance.

Mandatory Terms & Conditions:

- a. The Executive Officer, T.T.D / Chief Medical Officer, TTD Central Hospital, Tirupati reserves the right to cancel the tender in the event of non-supply of required manpower by the Contractor.
- b. The Executive Officer, TTD reserves the right to instantly terminate the services of contractual personal under disciplinary grounds in event of misbehavior, misappropriation, non-performance, Strikes absenteeism or intentional destruction of institutional property.
- c. The Tenderer shall supply the list of required candidates along with the detail bio-data along with the mark list and experience certificate for scrutiny and final selection by the committees constituted. The rate quoted should be valid for acceptance for a period of 120 days. The Tenderer will have to keep his offer open for 120 Days from the date of tender or for the extended period as desired by the Chief Medical Officer, TTD, Tirupati, in addition to the period of 120 days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all applicable statutory taxes and Service Charges.

- d. All wages to be paid to the contract workers as per the laid statutory minimum wages act 1948 as per A.P Contract labour (R&A) Rules, 1971. The successful bidder shall pay the incentive also duly following statutory deductions.
- e. The contractor shall pay the total emoluments to the contract workers and shall not deduct any commissions or any form of Taxes from the salary / wages as stipulated in the G.O.Rt. 2501 Finance SMPC Dept., dated 13/7/2006.
- f. The Tenderer shall pay wages to the contract personnel on or before the 5th of every month, regardless of the submission of claim bills. The Tenderer must submit claims only after making salary payments and other statutory payments, along with the relevant payment receipts, which will then be reimbursed by this office." 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 provisions of Labour Act) from wages and remit to EPF and ESI authorities and produce proof of challans with particulars of names etc., to the Chief Medical officer, TTD, Tirupati 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's 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.
- g. The tenderer should pay the wages to the outsourcing personnel to be engaged through bank only and submit the payment particulars along with subsequent month claim.

GENERAL CONDITIONS:

- i) Tenderer is required to sign the declaration on tender forms in duplicate indicating date and affixing the rubber stamp with the designation or status enjoyed by the signatory in the firm, and the same signatory shall be required to execute agreement under his signature only. The signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. The Tenderer should sign on all pages of Tender schedule. In case of change of the person of the signatory it is bound on the Tenderer to inform the changes to the Chief Medical Officer, T.T.D., Tirupati.

“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.

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.

- ii) The Tenderer has to give an undertaking for entering into service contract period of one (01) year warranty along with necessary terms and conditions constituted.
- iii) No commission will be entertained except Service charges.
- iv) This invitation is under e-procurement platform only.
- v) Tenders submitted without following this system will be summarily rejected.
- vi) The price offers of any firms which are technically rejected will not be opened.
- vii) The Tenderer has to quote as per the specification detailed below:
 - a) Should have a turnover of not less than Rs.2.00 Crores (Rupees Two Crores only) for each year during the last 3 financial years i.e., from 2022-2023 to 2023-2024 and 2024-2025.
 - b) Proof of Bank statement to be furnished.
 - c) Should have provided similar type of PARA MEDICAL Man power services to the Public / Private sectors during the last (3) three years. Satisfaction certificate from the client should be furnished. Should have been in existence for at least 3 full years before the current financial year.
 - d) Must have A.P State Government Labour Registration.
 - e) Must have EPF Registration with latest Assessments.
 - f) Must have ESI Registration with latest returns.
 - g) Must have GST Registration.
 - h) The tenderer must have certificate of registration of the business, Service tax (GST) registration certificate, PAN Card on business or proprietor and Registration certificate of establishment.
 - i) Should produce the solvency certificate issued by a nationalized/ scheduled bank for Rupees not less than Rs. 75.00 lakh (Rupees Seventy Five Lakhs only).
- viii) Tenderers submitting tenders would be considered to have accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- ix) Any action on the part of the Tenderer to influence anybody in the said institute will be taken as an offence, and they will not be allowed to participate in the tender enquiry and their offer will not be considered.
- x) The Tenderers must quote only one single tender only.
- xi) The TDS will be deducted as per Income Tax Act 1961.

TENDER PRICES:

1. The details of the salary component are indicated in the Price Schedule at the present minimum wages act. The wages mentioned in the Price Schedule shall be revised from time to time as per the Andhra Pradesh Government Rules and also TTD Rules.
2. The contractor has to quote the rate of Fixed service charges per person per month (In amounts). The Service Charges should not be less than Rs.500/- per head per month and to a maximum of 5% over the present basic wages of the each person (5% on applicable wage).
3. Unsigned tenders shall be rejected.
4. Rates Quoted in the tender (s) should be valid for acceptance for a period of 120 days from the last date fixed for the receipt of tenders. No permission will be granted to modify the rates. Once the rate is accepted the successful Tenderer shall not withdraw from the contract.
5. The Contractor shall quote in the Price Schedule which must be exclusive of all applicable statutory taxes and service charges duly keeping in view of A.P. minimum wages act.

EVALUATION:

The Executive Officer / Chief Medical Officer, T.T.D., Tirupati shall have revocable right to enter into parallel contract for the supply of man power mentioned in the tender schedule with any other supplier or firm at any rate at its discretion.

The Executive Officer / Chief Medical Officer, T.T.D., Tirupati does not bind itself to accept the lowest offer or tender and reserves to itself the right to accept any tender or all tenders without assigning any reason thereof.

The Executive Officer / Chief Medical Officer, T.T.D., Tirupati reserves the right to cancel the tender at any stage without assigning any reason thereof.

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) is same, then, the Tenderer with more past experience in similar nature of works will be considered.**
- iii) Even if the above criteria (I & II) are same for equally quoted tenderers, The lowest bidder will be decided by toss or lucky dip system.**

In case more than one Bidder quotes same rate, the successful Bidder will be decided on lottery system. This condition shall be bind over by the participant Bidders.

The terminations for failing to fulfil any of the terms and conditions of this contract are as below.

In case the successful Tenderer back out after releasing the letter of Acceptance or fails to comply with the terms and condition within 15 days period, the Executive Officer, TTD / Chief Medical Officer, TTD, Tirupati reserves the right to cancel the tender duly forfeiting the EMD and blacklisting the firm for participating in the tenders of TTD for 3 years period, in addition to the penalty as under.

- a) Executive Officer, TTD / Chief Medical Officer, TTD, Tirupati shall be entitled to approve any other firm/ Contractor without notice to the contractor and to recover the extra cost thus involved from the contractor.
- b) On non-compliance of the conditions within the allocated period, the Executive Officer, TTD / Chief Medical Officer, TTD, Tirupati will have the right to impose penalty i.e. first extension for two months or part thereof at the rate of 2% and second extension for an additional two months or part thereof at the rate of 3%. Penalty for extension beyond this for an additional two months or part thereof shall be 4%.
- c) To forfeit the EMD and / or security Deposit to the extent of the loss incurred by the TTD, in the event of action being taken as above and it fails short. Executive Officer / Chief Medical Officer, TTD, Tirupati shall be at liberty to recover such loss from the Agency / Firm / Contractor.
- d) All Legal options shall alone have exclusive jurisdiction of Tirupati courts and High court of A.P., only.
- e) The documents necessary are GST Registration, Income Tax Returns proof, PAN Copy, and Authorization Certificate.
- f) The Tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any Government / Private institution. The Tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs. 10/- duly notarized that there is no vigilance / CBI case pending against the firm / supplier and the firm has not been blacklisted in the past by any Government or Private Organization.

PAYMENTS TERMS:

1. 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 Contract and approved / agreed rates will be valid during course of the contract subject to revision by TTD. 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 Contractor / Agency / Firm only through individual Bank Accounts.
2. The Contractor shall strictly adhere to the statutory regulations viz., Minimum Wages Act, EPF Act, ESI scheme, Insurance & other regulations.
3. The contractor shall pay the total emoluments to the contract persons and shall not deduct any commissions or any form of Taxes from the salary / wages.
4. If any incentive announced by the TTD, the necessary income tax and other statutory applicable taxes on the incentive will have to be borne by the contractor and the TTD is not responsible in this regard.

5. Documents required while submitting the claim by the contractor/ Agency / Firm for payment:

- 1) Monthly Claim
- 2) Documentary evidence that payment is made to personnel through their Bank Accounts. (Bank scrolls)
- 3) E.S.I. payment challan of the preceding month.
- 4) E.P.F. payment challan of the preceding month.
- 5) GST payment challan of the month / quarter as the case may be, certified by the Chartered Accountant, has to be submitted by the Contractor / Agency/ Firm in respect of above statutory payments.

6. 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.

7. In case of any injury is caused while the Contractor/ Agency / Firm is carrying out its job, it is the responsibility of the Contractor to attend to the need of the aggrieved and the TTD shall not be responsible against any claims/ damages / compensation. The Contractor 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.

8. Any misconduct/ misbehavior of any person (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.

9. While carrying out the activities any deficiencies / defects are found, applicable fine will be imposed by the **Chief Medical Officer, Medical department, TTD, Tirupati** and will be recovered from the monthly bill payments.

OPENING OF TENDERS:

Tenders will be opened on the defined time and date as mentioned in the Tender Notice. The financial tenders will be opened after evaluation of Technical Tenders on the scheduled time and date as mentioned in the Tender Notice. The date of opening of Price Bid given in the e-tender plat form is a tentative date and is likely to change.

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

Place:
Date:

SIGNATURE OF THE TENDERER,
Name in capital letters and seal

LEGAL CONDITIONS:

1. If there are any violations of terms and conditions of the tender document 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 rate of 12% per annum and also liable for 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 Agreement, the Contractor shall alone responsible to settle the same and the TTD shall not be responsible for any claims whatsoever in this regard.
5. The Contractor 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 reserves 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 and liable for damages.
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 to performance or inaction or gross negligence with or without *malafied* intention by the contractor and / or its personnel, 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 thereby if TTD sustain any loss to meet the immediate contingency, the contractor is liable to pay the same with interest @ 12% per annum.
8. 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 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 alone".

9. In the event of failure of Arbitration clause, All the legal options shall alone have exclusive jurisdiction of Tirupati courts and High court of A.P., only.

OTHER GENERAL CONDITIONS

1. The contractor should make the supply of manpower as per the supply requested by the Chief Medical Officer, TTD, Tirupati duly followed by the ROR ,Labour rules and other rules as applicapble.
2. The contractor is informed that Chief Medical Officer, TTD may find if necessary to postpone or cancel the assignment and / or reduce the number. However, every effort will be made to give as early as possible notice of any changes.
3. The contractor shall indemnify and hold harness TTD against any / and all claims, demands and / or judgments of any nature brought against TTD arising out of the contract. The obligation under this paragraph shall survive even after the termination of this contract.
4. TTD reserves the right to charge penalty as decided by the Executive Officer or withhold payment for any unsatisfactory quality in work by the firm without prejudice to its other rights. In this regard, the decision of the Executive Officer is final. The agency is further liable to reimburse/compensate the TTD or third party for any loss, damage etc., caused or arisen out of the negligence, or breach of contract.
5. If the contractor, in the opinion of TTD, fails or neglects to be complied with any of the terms and conditions of the contract or with any orders issued, then in such a case, the TTD shall without prejudice to any other right or remedies under this contract has a right and be entitled to cancel the contract by giving a notice in writing to the contractor without being liable to pay any compensation for such cancellation.
6. 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.
7. 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.

8. In the event of any breach of agreement at any time by the contractor, the Contract will be terminated by the concerned officer TTD, Tirupati without any compensation payable to the contractor. The contract may also be put to an end at any time by the officer concerned, TTD, Tirupati on giving (7) Seven days' notice to the contractor. Further, all Legal options shall alone have exclusive jurisdiction of Tirupati courts and High court of A.P., only.
9. The contract period will be for One (01) years from the date of awarding of the contract. Date of commencement of this contract will be the date on which the manpower agency has provided the manpower. The contract period can be extended further years on satisfactory execute by the period of one year.
10. The Strength required category wise put for tender is tentative.
11. Tirumala Tirupati Devasthanams being a Hindu Religious Institution and a place of public Hindu religious worship also having sub shrines, utsavams, mantapams, tanks and other necessary appurtenant structures, the contractor should **provide personnel belongs to Hindu Religion Only.**
12. The Para Medical staff should work under the direct control of the Chief Medical Officer, Tirupati and there is no guarantee for any job to the employee of the contractor in TTD or continuation of contract after agreed period.
13. If the performance of any candidate of the manpower agency deputed in this regard is not satisfactory the Manpower agency has to replace the candidate with a suitable substitute. Daily work progress of each personnel should be registered in Log register. Any absence without permission of TTD will lead to cut off from the consolidated amount for the absent days.
14. Without the knowledge of the Management of Chief Medical Officer, TTD, Tirupati the person deployed for this work should not be replaced and alternate arrangement should be made within 24 hours 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.
15. The manpower 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.

16. The manpower agency will be responsible for staff compensation, employment liability, Insurance for the candidates during this assignment. The manpower 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.
17. The manpower agency shall indemnify and hold harness TTD against any/and all claims, demands and/or judgments of any nature brought against TTD arising out of the services by the consulting firm and its staff under this contract. The obligation under this paragraph shall survive even after the termination of this contract.
18. **Obligation on the part of Service Provider:** The manpower 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.
19. **Prohibited Sub Contracting:** The manpower agency shall not assign this contract to a sub-contractor or any portion of it. Further the contract or any part, shares or interest of the contract is not to be transferred or assigned by the contractor directly to any person whomsoever.
20. **Disclosure of information:** The manpower agency also agree that, all knowledge and information not with in 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.
21. Successful Tenderer / Agency/ Firm / Contractor shall execute an agreement for faithful and satisfactory performance of contract. The TTD will **supply the specimen of the agreement.**
22. The Tenderer should quote the rates (Fixed Service Charges) **both in words and in figures otherwise their offer will not be considered. In case of any discrepancy between the rates quoted in words and figures, the rates quoted in words will prevail.**

23. The Agency shall be responsible for the payment of wages, salary allowances, EPF, ESI and any statutory contributions on behalf of the personnel employed and for others in pursuance of the contract with TTD and the TTD will not be liable on this count. The agency shall also hold and renew such of the licenses, registration, permit etc., and maintain/furnish such of the records as may be required under any Law or relevant rules from time to time.
24. The Executive Officer, TTD, Tirupati reserves the right to give preference to any Agency in the interest of the Organization at any time before the acceptance of the tender and the decision of the Executive Officer is final and binding on tenderers without any recourse.

CONTRACTOR LIABILITIES

1. TTD reserves the right to charge penalty as decided by the Executive Officer, TTD, Tirupati or withhold payment for any unsatisfactory service rendered by the agency without prejudice to its other rights. In this regard, the decision of TTD / the Management of Chief Medical Officer, TTD, Tirupati is final. The agency is further liable to reimburse/compensate the TTD or third party for any loss, damage, injury, harm etc., caused or arisen out of the negligence, rashness or any other act of its personnel employed or breach of contract.
2. All Prohibition activities applicable to TTD as a whole and in sacred Tirumala Hills / TTD institutions in Tirupati in particular have to be followed strictly by all. Further, it is to inform to the tenderers that under Section 114 of Act 30 of 1987 any person contravening any prohibition orders passed in this regard shall be punishable with imprisonment, which may extend to 3 months or with fine which may extend to Rs. 500 /- or with both.
3. TTD shall not be making any over time payment to the staff supplied by the contractor for this purpose to TTD.
4. The contractor shall pay salary / wages to the staff to be provided on or before 5th of the succeeding month. In case of delay, the reason for such delay has to be apprised

to the satisfaction of the Management of Chief Medical Officer, TTD, Tirupati. the Tenderer must submit the Claims after bills & receipts and other statutory benefits to the Employees and that will be reimbursed by this offices.

5. The TTD reserves the right to terminate/amend/modify the contract without assigning any reason or advance notice to the tenderer. Similarly, the terms of the tender may be amended/modified by TTD, if necessary, to ensure competitiveness and quality of service. The terms and conditions of the contract includes Tender Rules specified in the Tender document.
6. Any addition/deletion/changes/modifications can also be incorporated in the agreement to be entered into with the tenderer at a later date irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule and further if required the same can be incorporated in a form of codicil as the case may be and the same will be binding on the contract without any recourse.
7. If the tenderer, in the opinion of TTD, fails or neglects to be complied with any of the terms and conditions of the contract or with any orders issued, 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 seven (07) days prior in writing to the contractor without being liable to pay any compensation for such cancellation.
8. The Agencies/ Firms who apply for pre-qualification documents have to furnish the declaration that **“They have not been black listed in any 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.

TERMINATION OF CONTRACT

1. The TTD may terminate the Contract if, the contractor causes any fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:
 - i) Due to any reasons, if the Contractor stops work during the working hours without authorization by the **Chief Medical Officer, Medical department, TTD, Tirupati**, the contract will be liable for termination and the decision of TTD shall be final in this regard.
 - ii) In the event, the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - iii) **Chief Medical Officer, Medical department, TTD, Tirupati** 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 security measures which are absolutely 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 detrimental to the interests of 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.

- vi) Notwithstanding the above, TTD may terminate the contract for its convenience. If the Contract is terminated, the Contractor shall stop job work immediately.

T.T.D. NOT BOUND BY PERSONAL REPRESENTATION

1. 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.
2. **NOTICES:** Any notice hereunder may be served to the Contractor or his authorized representative at the job site or may be served by registered post, e- mail/ electronic mode or direct to the address mentioned by the Contractor. Proof of issue by TTD of any such notice would be conclusive of the contractor having been duly informed of at work place therein.
3. **BANKRUPTCY:** If any petition received by the TTD for bankruptcy proceedings initiated against or filed by the Contractor, the TTD reserves the right to cancel the contract within sixty days of the filling of such petition.
4. **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 may 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 authorized by the TTD.

CONTRACTOR TO INDEMNIFY TTD

1. 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.
2. 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.
3. 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/Labour of the Contractor or by the third parties or by the Central or State Government authority or any sub -division thereof.
4. TTD shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage by the Contractor's employee(s)/ staff/Labour under any circumstances while an employee(s)/Labour is in duty under the contract.
5. In spite of any adverse 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

1. 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 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 its employees and furnish necessary proofs to TTD along with claim in succeeding month. In case of any genuine complaint by any employee of the Contractor regarding non -payment of wages, salaries or other dues.

2. 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 reimbursement 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 and liable to settle such disputes and the TTD shall not responsible.

3. The Contractor shall advise to obtain in writing from its employees as follows:

“It is to be fully understood that the appointment is temporary only in connection with contract with the terms and conditions for doing works to the TTD and it does not give any right or claim for employment of TTD”.

FAIR WAGE CLAUSE:

1. The contractor shall pay not less than fair wages to person engaged by him on the work.
2. “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.
3. The contractor shall notwithstanding the revision of any contract to the contrary cause to be paid to the person, indirectly engaged on the work in connection with the said work, as if the person had been directly employed by him.
4. In respect of person 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 person to the satisfaction of the **Chief Medical Officer, Medical department, TTD, Tirupati.**

5. The **Chief Medical Officer, Medical department, TTD, Tirupati** shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the person 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.
6. 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.
7. Any violation of the conditions above shall be deemed to be a breach of this contract.
8. Equal wages are to be paid for both men and women, if the nature of work is same and similar.
9. **The contractor shall arrange for the appointment of 21 mentioned table SI.1 to 7 to work at Tirumala / Tirupati**, person based on the nature of work entrusted to complete the work within the agreed period as directed by the Chief Medical Officer, Tirupati.

SAFETY REGULATIONS:

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

The Successful bidder 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.

TAXES & DUTIES

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 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, the Contractor shall undertake by an affidavit to cause registered before Price bid finalization and letter of acceptance for entering into contract/agreement and if the tenderer commits default, not only forfeiture of EMD, but also tenderer shall be made liable for Civil and Penal (Criminal) consequences.
5. The contractor shall 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 to the TTD in respect of preceding bills received from 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.
6. The GST liability is as per the rates of tax applicable (if the contract is not exempted from GST), 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.
7. 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 or 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.

8. The contractor shall pay the applicable GST and shall satisfy TTD w.r.t GST claims.
9. 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.
10. Revenue Department of Govt. of Andhra Pradesh has issued a notification on tax deduction at source under 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 intra state 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.
11. As per, clause 60 of APSS, the contractor is bound to produce as required by the TTD all invoices, receipts, bills, accounts, vouchers, licenses and permissions etc., shall be in compliance with Labour Laws applicable; if any safety and standard certificates are applicable if any, the Contractor shall produce all the above and also any exemption from GST for SGST/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 is concerned.
12. The deposits (EMD / FSD) of the work will be released only when the contractor produces the documentary evidence that GST in respect of final bill received is remitted to the Government and reflected in GST portal.
13. During course of contract if the contractor claims any exemption towards GST, the same must be intimated to the TTD and to the extent GST (Works Contract) will not be paid separately.
14. 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 and machinery services etc., for due fulfilment of the contract.
15. 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

1. During the period of the contract the deduction of income tax at source as applicable as in force.
2. Income tax clearance certificate should be furnished before the payment of final bill; otherwise final payment will be withheld.
3. 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.

Force Majeure:

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither Party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the TTD as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, as its option, terminate the contract.

1. **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.
2. In the case of failure by the manpower agency to provide the manpower within the period specified the Management of Chief Medical Officer, TTD, Tirupati or any other Officer authorized by her/ him shall have the powers to reject such contract and to engage any other manpower agency 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 tenderer.
3. The intending tenderers should submit the tender duly signed in each and every page and should also mention that the conditions of the tender are thoroughly studied by the tenderer and tenderer is agreeing to the conditions. Otherwise, the tender will not be accepted.

4. The tenderer should also submit an attested photocopy of the income tax returns issued by the Income Tax department. The tenderer should also furnish the status of the company (Partnership / Pvt Ltd.,/ Company / Govt. Undertaking/Public Sector Unit) etc. The tenderer should furnish the authorization document in the proper form.
5. Qualification and experience of the Para Medical staff shall be as mentioned in the Tender Rules. TTD at its discretion may form a "Committee" to select the Para Medical staff from those personnel produced before TTD by the tenderer as per the qualifications and experience mentioned and in this regard the decision of the Committee and TTD shall be final and binding on the tenderer without any recourse.
6. The Tenderer shall quote in the given Price Schedule only, and any other details cannot be appended.
7. The successful Tenderer has to enter into an agreement with in (15) fifteen days of intimation, on Non- judicial stamp paper of Rs.100/- notarized duly paying the security deposit as specified in the tender schedule.
8. In the event of any breach of agreement at any time by the contractor, the Contract will be terminated by the concerned officer TTD, Tirupati without any compensation payable to the contractor. The contract may also be put to an end at any time by the officer concerned, TTD, Tirupati on giving (7) Seven days of notice to the contractor.
9. The Tenderer for the sake of uniform comparison should not add any condition and such of those tenders, which stipulate any condition, are liable for rejection.
10. During the period of the contract, the prevailing Income Tax (inclusive of surcharge on IT), Education Cess on IT and taxes as applicable from time to time will be deducted from the gross payment of each bill of the contract.
11. TTD reserves the right to reject any tender or any items in the tender or all the tenders without assigning any reason therefor.
12. 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.
13. Further, it is to specifically be accepted by the tenderer when the Tenderer file 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.

14. It is specifically accepted by the Tenderer/contractor that no employee of the Tenderer/ contractor shall under no circumstances be treated or deemed to be an "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 Tenderer/Contractor for the reason of making any payment continuously or extending any facility under this contract.
15. Negotiations will not be made with all the Tenderers. In case of necessity negotiations will be made only with the lowest selected Tenderer/Tenderers and in this regard the decision of Committee if applicable or the decision of the Executive Officer, TTD and the Management of Chief Medical Officer, TTD, Tirupati shall be final and binding on the suppliers without any recourse
16. The contractor has to provide bus passes to the workers (sanctioned strength) and the same will be reimbursed to the agency.

I/We read and accept all the above Terms and conditions of this contract.

Place:

Date with seal:

**Signature of the Tenderer,
name of the tenderer with seal.**

FINANCIAL BID**STATEMENT SHOWING THE CATEGORY AND NUMBER OF PARA-MEDICAL PERSONNEL ON OUTSOURCING BASIS ALONG WITH PAYMENT OF WAGES AND OTHER CONTRIBUTIONS PER MONTH**

Sl. No.	Details	FNO	MNO	Pharmacist	Anesthesia Technician	Staff Nurse	Stretcher bearer
1	Basic Wages	18500	18500	21500	21500	21500	15000
	Allowance	0	0	3500	3500	3500	0
2	Add: EPF* (@ 13.00% on remuneration restricted upto Rs.15000/-)	1950	1950	1950	1950	1950	1950
3	Add ESI* (@ ESI @ 3.25% on wage (restricted to 21000))	601.25	601.25	0	0	0	487.5
	SUB TOTAL (A) 1+2+3+4	21051.25	21051.25	26950	26950	26950	17437.5

ABSTRACT

Sl. No	Category of Outsourcing	No. Of personnel	Payment per head (Wage, Incentive, EPF & ESI) excluding GST	Total wages per month for total members	GST As applicable by Govt., of India
1	FNO	4	21051.25	84205	18%
2	MNO	6	21051.25	126307.5	
3	Pharmacist	1	26950	26950	
4	Anesthesia Technician	4	26950	107800	
5	Staff Nurse	7	26950	188650	
6	Stretcher bearer	11	17437.5	191812.5	
Total Para-medical Personnel:		33		7,25,725.00	

Note:

- Fixed Service Charges for man power deployment shall be @ minimum of ₹.500 per month and maximum of 5% of the basic wages for corresponding worker (In Words). Any tender with values excess of 5% of basic wages or less than ₹.500 / month will summarily be rejected.
- The above mentioned number of persons is inclusive of off duties for 12 months.

3. The overall amount for FINANCIAL BID 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.
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. 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.
8. Initially, Bidders should quote the rate for the item of the BOQ of and the total tender amount will be considered
9. The contractor shall quote his price bid of the above 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 table for labour force to be deployed.
10. The said amount mentioned at table 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.
11. 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.

12. 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 labour 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.
13. 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.
14. 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, which shall be inclusive of all applicable statutory taxes on online only. 2. 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. 3. The premises must be kept clean and tidy after completion of each activity.
15. The agency must deploy the staff 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. Any changes in the above timings will be intimated well in advance by the Chief Medical Officer, **TTD, Tirupati**.
16. The service charges quoted by the contractor shall be final till completion of contract and will not be increased.
17. The above requirement of outsourcing personal may vary ie., increased or decreased

befitting the manpower requirement of the TTD Medical Institution. The bidder shall provide all the manpower services as and when called for.

18. The GST /Service Tax as applicable by the Government.
19. If the minimum wages is revised by the Government of A.P, the incremental wages, if applicable, will be provided.
20. The Contract period is for ONE (01) year.
21. The bidder shall quote fixed service charges on Gross payment service rendered per month both in figures and words. Zero percentage and minus percentage shall not be accepted.

Services charges:.....;(In words:.....)

Signature of the Bidder
Date & Place:

DECLARATION BY THE BIDDER

I / WE have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Andhra Pradesh or in any State or in Central Govt., or Government Organizations or TTD due to any reasons.

SIGNATURE OF BIDDER:_____

NAME OF BIDDER :_____

BIDDER'S SEAL/STAMP:_____

SUBMISSION OF TENDER

To
The Chief Medical Officer,
TTD Central Hospital,
K.T.Road, Tirupati.

Sir,

SUB: Submission of Tender document for Supply of Para Medical Manpower on Outsourcing basis and payment of wages and other statutory deductions for Paramedical Outsourcing staff – Regarding.

@ @ @

I/We hereby submit the Tender and if this tender is accepted, I/We undertake to execute the above work described in the specification etc. and any such variation by the way of alternations or additions to and omissions from the said work and methods of payment as are provided for in the conditions of contract. I/We fulfil the eligibility criteria as per clause 6 of General Conditions of Contract. We have gone through the various terms and conditions and I/We agree to undertake the work. I/We agree to keep the offer in the tender open for acceptance of Competent Authority of TTD for a period of 01 year as mentioned in the tender notice and undertake not to modify the whole or any part of it for any reasons within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the TTD shall have the right to forfeit the earnest money deposited by me/us. I/We have carefully read and understood the instructions in the tender document and that I/We have made such examinations of the contract documents and of the location of the said work and other investigations required for execution of the work in the contract and in the said scope of work and distinctly agree that; I/We shall not thereafter make any claim or demands upon the Authority based upon arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements conversant, agreements, stipulations, restrictions and conditions.

I/We enclose herewith a DD [name of the Bank] amounting to Rs.....as EMD for Category..... drawn on towards Earnest Money which shall not bear any interest and agree to the conditions mentioned regarding total amount of EMD and refund in case the bid is not successful.

I/We shall enter into the required agreement as prescribed failing which I/We agree to the forfeiture of the earnest money. I/We fully understand that written agreement to be entered into between me/us and the Authority shall be the basis of the rights of both the parties and contract, shall not be deemed to be completed until agreement has first been signed by me/us and then by the officer authorized to enter into contract on behalf of TTD.

Witness

Signature of contractor with Complete address

Dated theday of.....2025.