TIRUMALA TIRUPATI DEVASTHANAMS: TIRUMALA S.V.ANNAPRASADAM TRUST, TIRUMALA

Office of the Deputy Executive Officer (Anna Prasadam)

e-TENDER

STANDARD BID DOCUMENT

PREPARED FOR S.V.ANNA PRASADAM TRUST

TIRUMALA TIRUPATI DEVASTHANAMS: TIRUPATI S.V.ANNAPRASADAM TRUST, TIRUMALA

DRAFT BID DOCUMENT

e-PROCUREMENT TENDER

NIT No. TTD-26022/48/2026-MTVAC SEC TTD

VOLUME – I

Name of Work	:	Providing Manpower - 547 Nos., of Unskilled Workers to work at Annaprasadam Units, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting and storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying, serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving, cleaning etc., works, as assigned by the department from time to time.
Name and Address of the Contractor who downloaded the Documents		

TIRUMALA TIRUPATI DEVASTHANAMS :: TIRUPATI.

MASTER INDEX

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(TENDER DOCUMENT NO: NIT No. TTD-26022/48/2026-MTVAC SEC TTD)

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NOTICE INVITING TENDER (NIT)

TIRUMALA TIRUPATI DEVASTHANAMS: TIRUPATI

S.V.ANNAPRASADAM TRUST, TIRUMALA

e- PROCUREMENT TENDER
NOTICE INVITNG TENDERS (NIT)

1	Department Name	:	**TTD – S.V.ANNA PRASADAM TRUST**
2	Circle	:	S.V.Annaprasadam Trust, TTD, Tirumala Registered Office at Tirupati
3	Tender Notice No.	:	**NIT No. TTD-26022/48/2026-MTVAC SEC TTD**
4	NIT No	:	**NIT No. TTD-26022/48/2026-MTVAC SEC TTD**
5	Name of Work	:	Providing Manpower-547 Nos., of Unskilled Workers to work at Annaprasadam Units, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting and storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying, serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving, cleaning etc., works, as assigned by the department from time to time.
6	ECV		**OPEN TENDER**
7	Period of Contract	:	**24 (Twenty-Four) Months**
8	Form of Contract	:	Lump Sum (L.S)
9	Class of Contractor eligible for tendering		*FIRMS with relevant proven experience in the same field* **1) GENERAL REQUIREMENTS:** The Contractor / Firm shall furnish GST, PAN, ESI & EPF Registration and also Labour Registration from the competent authority and other requisite documents. **2) EXPERIENCE CRITERIA:** The Contractor should satisfy the following. **a)** The Tenderer shall have minimum five (05) years of experience of rendering Manpower services/ labour contract in any Govt. Departments / Public Sector Undertaking / any reputed Academy / Private Companies and they should have carried out and completed similar works/ labour related works in their own name as principal contractor and not in any other name as per MOU / agreement signed with other parties. **3) Financial Criteria:** The Tenderer shall have minimum annual turnover of **Rs. 8,50,00,000/- (Rupees Eight Crores Fifty Lakhs Only)** in any of the financial years during 2020-21 to 2024-25.

			4) The Tenderer shall have completed similar work/ labour related single work of costing not less than the minimum value of Rs.60 lakhs (Rupees Sixty lakhs only) in any one year during the period 2020-21 to 2024-25
10	Tender Type	:	Open
11	Bid Call (Nos.)	:	1st call
12	Type of Quotation	:	Open (Services) (Labour Contract)
13	Transaction Fee	:	All the participating bidders shall pay a transaction fee (non-refundable) on-line (non-refundable) (Generated Online) in favour M/S APTS, Vijayawada. It is mandatory for the bidders to pay the transaction fee through the Electronic payment Gateway.
14	EMD / Bid Security (INR)	:	**Rs. 34,00,000/- (Rupees Thirty Four Lakhs Only) (drawn on/or After (Tender Notice Date)** (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) /on line payment / challan made in favour of SV Annaprasadam Trust, Tirupati and payable at Tirupati. (Name of Account holder: EO TTD- SV Annaprasadam Trust, TTD, Account No.013110011500038, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. (Online payments to any other Account / EMD paid through Demand draft will be summarily rejected).
15	Bid Document Downloading Start Date	:	**10.10.2026 05.00 PM**
16	Bid Document Downloading End Date	:	**26.10.2026 01.00 PM**
17	Last Date & Time for Receipt of Bids	:	**26.10.2026 03.00 PM**
18	Pre-Bid Meeting	:	**21.10.2026 11.30 PM**
19	Pre Qualification / Technical Bid Opening Date	:	**26.10.2026 03.30 PM**
20	Commercial Stage Date & Time	:	**30.10.2026 03.00 PM**
21	Bid Validity Period	:	**120 Days**
24	Tender inviting authority i.e., Officer inviting bids	:	Executive Officer, TTD, Tirupati Chairman of S V Annaprasadam Trust, Tirupati or Authorized Person.

	and opening the bids		
25	Bid opening authority and address	:	Superintending Engineer – II, First floor, Room No.48, TTD Administrative Building, K.T. Road, Tirupati, Tirupati (Dist.), A.P, India.
26	Contact Details	:	**0877-2263031/ 2263035, 9849370010**
27	Procedure for bid submission	:	As per Notice Inviting Tender
28	General Terms & Conditions / Eligibility criteria	:	As per Tender Document

1.1 Procedure for bid submission:

1) Bids shall be submitted online on https://www.tender.apeprocurement.gov.in.

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

3) All bidders must fill in the pre-qualification checklist in the templates provided and sign on the self-declaration form stating their compliance with all the technical and financial pre - qualification criteria and up load the same.

4) E.M.D. Rs. 34,00,000/- drawn on / or after (tender notice date) (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) / Online payment / challan made in favour of SV Annaprasadam Trust, Tirupati and payable at Tirupati. (Name of Account holder: EO, TTD- SV Annaprasadam Trust, TTD Account No. 013110011500038, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. (Online payments to any other accounts / By way of DD will be summarily rejected). The EMD online payment is to be made through e-procurement portal only. The EMD Account details furnished is for obtaining Bank Guarantee only. The EMD paid through NEFT / RTGS mode or through Demand Draft will be summarily rejected.

5) All bidders must upload all supporting documents in the e- Procurement portal validating their declarations and uploaded in the templates provided for the same under the technical and commercial pre- qualification criteria laid down in the check list.

6) The bidders should quote their initial price offer at the prescribed field / place provided in the e-market place within the prescribed period.

7) The bidder shall sign on all the documents uploaded by him including EMD along with the self-declaration for fulfilling pre - qualification criteria set by the Department (on the check list) owning responsibility for their correctness / authenticity and upload along with Tender.

8) The system shall carry initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria and the declaration up loaded by the bidder.

9) The price bids will be opened on the date and time fixed.

10) The tenderer shall submit only one bid. The tenderer who submits or participates in more than one bid for a work will be disqualified.

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

1) Tenderers shall submit their bids online on e-procure portal of Govt. of A.P https://apeprocurement.gov.in.

2) The bid shall remain valid for 120 days from the date of opening of financial bid. Any future clarification and/or corrigendum(s) shall be communicated on https://apeprocurement.gov.in

3) Service Charges for man power deployment shall be @ min of ₹.500 /- month and maximum of 5% of the basic wages for corresponding worker. Any tender with values excess of 5% of basic wages i.e. Rs. 750/- or less than ₹.500 / month will summarily be rejected.

4) The percentage of service charges should not be more than '5%' of basic Wage.

5) The Executive Officer, TTD/ Addl.EO, TTD, Tirumala/ Deputy Executive Officer (Annaprasadam Trust), TTD, Tirupati reserves right to modify any of terms and conditions before submission of the bids.

6) All tender required documents should be uploaded through e-procure portal only.

7) The number of Unskilled Workers - 547 No's shown in Annexure-I and Schedule-A are inclusive of Off Relievers.

1.2 General Terms & Conditions:

1) **Transaction fee:** All the participating bidders shall pay a transaction fee (non-refundable) on- line (non-refundable) (Generated Online) in favour M/S APTS, Vijayawada.

2) E.M.D. Rs. 34,00,000/- (**Rupees Thirty Four Lakhs Only)** drawn on or after (Notice Date) (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) / Online payment/ challan made in favour of SV Annaprasadam Trust, Tirupati and payable at Tirupati. (Name of Account holder: EO, TTD- SV Annaprasadam Trust, TTD Account No. 013110011500038, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. **(Online payments to any other accounts & EMD paid through Demand draft will be summarily rejected)**.

3) Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.

4) The successful bidder shall pay 0.04% of estimate contract value towards e-procurement corpus fund as generated online in e-procurement platform.

5) "The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform." (G.O.Ms.No.6, dated 28/02/2005 of IT & C Dept., Govt. of AP) and as per G.O.Ms.No.67, WR (Reforms) Dept., Dt.16.08.2019.

6) As per the G.O.Ms 174, I&CAD (PW-Reforms) Department dated 01-09-2008 , that the successful bidder found defaulting in submission of hard copies of uploaded certificates / documents BG / Online payment towards EMD within the stipulated time i.e. before concluding the agreement or if any variation is noticed between the uploaded documents and the hard copies submitted by the successful bidder, the successful bidder will be suspended from participating in tenders on e-Procurement platform for a period of three years.

7) Tender Amount to be quoted should be inclusive of all taxes excluding GST.

8) Single Tender received in 1st Call is liable for Cancellation.

9) The successful bidder has to pay the further EMD @ 2.5 % of ECV/TCV minus (-) EMD already paid during tendering, at the time of conclusion of the Agreement in the shape of crossed DD / BG (Valid for contract period + Defect liability period of 12 months + 28 Days) in favour of S V Annaprasadam Trust, Tirupati.

10) The successful tenderer has to sign an agreement within a period of FIFTEEN (15) days from the date of receipt of communication of acceptance of his tender. This shall be done along with submission of all the uploaded documents, attested copies of uploaded documents, BG/ Online Payment/Challan Receipt for EMD, DD/BG for balance EMD, Online payment for APTS and other documents if any. On failure to do so his tender will be cancelled without issuing any further notice and action will be initiated for black listing the tenderer.

11) If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the agency will be suspended for one year with all the Departments in A.P in respect of conventional tenders also vide G.O.Ms.No. 259 of T, R&B (R.V) dept., dt. 6.9.2008.

LEGAL CONDITIONS:

1) If there are any violations of terms and conditions of the tender document / agreement, the agreement is liable to be cancelled, consequently the EMD and Security Deposit shall be forfeited.

2) In the event of any violations of the terms and conditions of the tender document / agreement, particularly in carrying out the work to the satisfaction of S.V.Anna Prasadam Trust, Tirupati and to meet the contingency, any expenditure is incurred / spent by S.V.Anna Prasadam Trust, Tirupati under the **Risk Operation**, the contractor is liable to pay the same with interest and S.V.Anna Prasadam Trust, Tirupati is also reserves right to claim damages from the contractor.

3) There shall be no employer and employee relationship between S.V.Anna Prasadam Trust, Tirupati and the workers of the Contractor and the workers of the contractor shall not claim any rights whatsoever from S.V.Anna Prasadam Trust, Tirupati.

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 S.V.Anna Prasadam Trust, Tirupati shall not entertain 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, S.V.Anna Prasadam Trust, Tirupati shall reserve the right to take appropriate civil and criminal action against the concerned and consequently the Agreement shall also be liable for cancellation apart from forfeiture of EMD and Security Deposit.

6) S.V.Anna Prasadam Trust, Tirupati shall not provide any type of accommodation to the workers of the Contractor at work place.

7) That in the event of failure of performance of the contractor in terms of the Agreement and there by the S.V.Anna Prasadam Trust, Tirupati sustains loss / damage towards the risk operation, the contractor shall liable to pay such damages with interest @ 12% P.A.

8) That in the event of inaction, gross negligence with *malafide* intention by the contractor and its workers and if the Contractor grossly violated the terms and conditions and the work done by the Contractor is not satisfactory to the S.V.Anna Prasadam Trust, Tirupati in accordance with Agreement and there by S.V.Anna

Prasadam Trust, Tirupati sustained any loss to meet the immediate contingency, the contractor is liable to pay the same.

9) In case of a dispute / difference arising between the S.V.Anna Prasadam Trust, Tirupati and the contractor relating to any matter arising out of or connected with this Agreement, such dispute shall be referred to Arbitrator appointed by S.V.Anna Prasadam Trust, Tirupati or by both 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 exclusively at Tirupati alone".

10) If there is any other cause of action apart from the redressal of the issue in accordance with the Arbitration Clause of the Agreement the Courts at Tirupati shall alone have exclusive jurisdiction.

11) In case of any dispute / difference arising between the S V Annaprasadam Trust, Tirumala and the contractor the Jurisdiction subject to Civil Courts of Tirupati only or Hon'ble High Court of Andhra Pradesh shall alone have exclusive Jurisdiction.

MANDATORY REQUIREMENT & ELIGIBILITY CRITERIA:

1) The Tenderer shall have minimum five (05) years of experience of rendering Manpower services/ labour contract in any Govt. Departments / Public Sector Undertaking / any reputed Academy / Private Companies and they should have carried out and completed similar works/ labour related works in their own name as principal contractor and not in any other name as per MOU / agreement signed with other parties.

2) The Tenderer shall have minimum annual turnover of Rs. **8,50,00,000**/- (Rupees Eight Crores Fifty Lakhs Only) in any one of the financial years 2020-21 to 2024-25.

3) The Tenderer shall have completed similar work/ labour related single work of costing not less than the minimum value of Rs.60 lakhs (Rupees Sixty lakhs only) in any one of the year during the period 2020-21 to 2024-25.

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

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

a) EMD Amount: **Rs.34,00,000/- (drawn on/or After (Tender Notice Date)** (EMD shall be Mandatorily paid in the shape of BG (Valid for 6 Months) /on line payment / challan made in favour of SV Annaprasadam Trust, Tirupati and payable at Tirupati. (Name of Account holder: EO TTD- SV Annaprasadam Trust, TTD, Account No.013110011500038, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. **(Online payments to any other Account / EMD paid through Demand draft will be summarily rejected).**

b) PF Registration with PF code number

c) ESI Registration

d) Valid Licence (if applicable) issued in respect of previous employers by Jurisdictional Labour Commissioner.

e) Details of works of similar nature carried out in Govt. Department / Public Sector Undertaking / any reputed educational Institute / Reputed Private Companies during the period 2020-21 to 2024-25 as defined in point no (3).

f) Copies of balance sheet and Profit & Loss A/c of previous five financial years 2020-21 to 2024-25.

g) Copy of income tax returns for the period 2020-21 to 2024-25.

h) Self-declaration for List of Arbitration cases (if any).

i) Copies of certificates/allotment letter of GST and PAN Number.

j) The Tenderer should have valid firm registration certificate**.**

k) The Bidder shall furnish Solvency Certificate issued by BANK for an amount not less than Rs. 1,20,000,00 (Rupees One Crore Twenty Lakhs Only) during the FY 2026-27 issued after 01.04.2026.

l) Annual Turnover Certificate for last five financial years from Chartered Accountant with valid UDIN Number consists of total turnover and turnover from similar nature of works of the subject tender. (As per the prescribed proforma)

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

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

8) The bid shall be valid and open for acceptance of the Competent Authority of S.V.Anna Prasadam Trust, Tirupati 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.

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

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

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

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

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

Note: Service Charges for man power deployment shall be @ min of ₹.500 /- month and maximum of 5% of the basic wages for corresponding worker. Any tender with values excess of 5% of basic wage or less than ₹.500 / month will summarily be rejected.

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

2) In case of non-submission of the prescribed documents / certificates, the S.V.Anna Prasadam Trust, Tirupati authorities reserve the right to take any appropriate action including the cancellation of tender of the respective tenderer. In this regard, the decision of the S.V.Anna Prasadam Trust, Tirupati is final and binding on the tenderers without any recourse.

3) The Contractor / Agency shall supply the unskilled workers between the age of 21 years and 50 years with able bodied person and good health condition at the time of deployment.

Pre bid meeting and Clarification Requests by Tenderer:

1) The details presented in this Tender Document have been compiled with all reasonable and possible care. However, it is the Tenderer's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.
2) Tenderer shall examine the Tender Document thoroughly in all respects and if any conflict, contradiction, discrepancy, error or omission is observed, Tenderer must request clarification in the pre-bid meeting.
3) Pre-bid meeting will be held at **Mini Meeting hall, Annnamaiah Bhavan, Tirumala**. All prospective tenderers are requested to attend the same duly submitting their queries/points in writing which require clarification. The queries received within due date i.e., at least 24 hours before Pre-Bid meeting alone will be considered. Clarifications furnished in the pre-bid meeting will become the part of the bid document.
4) The minutes of the pre-bid meeting will be published as corrigendum in the e-Procurement web portal. The response to queries / clarifications of the tenderers shall not form part of Tender Document unless issued as an Amendment / Addendum / Corrigendum.

5) The Minutes of the pre bid meeting as published in the e-procurement platform shall be uploaded along with their tender duly signing in all the pages. The Tender uploaded without pre-bid meeting minutes will not be considered for evaluation.

Office of the Deputy Executive Officer (S.V.Annaprasadam Trust), TTD, Tirumala Tirumala Tirupati Devasthanams :: Tirumala

Procedure for bid submission on e-procurement platform (e -tendering):

1) The tenderer shall submit his response through Bid submission to the tender on e-Procurement platform at **www.eprocurement.gov.in** by following the procedure given below. The Tenderer would be required to register on the e-procurement market place **www.eprocurement.gov.in** or **https://tender.eprocurement.gov.in** and submit their bids online. Off-line bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.

2) The Tenderers shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The Tenderers shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ technical bids and other certificate/documents in the e- Procurement web site. The Tenderer shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Tenderer shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

3) Registration with e-Procurement platform: For registration and online bid submission Tenderers may contact HELP DESK of AP e-procurement.

4) Digital Certificate authentication: The Tenderer shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Tenderer will not be accepted on the e Procurement platform.

5) For obtaining Digital Signature Certificate, you may please Contact: Andhra Pradesh Technology Services Limited, Vijayawada A.P (or) Any other Registration Authority (RA) of TCS-CA in India. The city-wise list of RAs is available by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website "https://www.tcs-ca.tcs.co.in/mca21/index.jsp

6) Documents:

i) All the Tenderers shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid responsive.

ii) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-Procurement system and open the price bids of the responsive Tenderers after evaluation of technical bids.

iii) The department will notify the successful Tenderer for submission of original hardcopies of all the uploaded documents DD/BG towards EMD prior to entering into agreement.

iv) The successful Tenderer shall invariably furnish the original BG towards EMD, Certificates / Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful Tenderer. The department will not take any responsibility for any delay in receipt/non- receipt of original DD/BG towards EMD, Certificates/Documents from the successful Tenderer before the stipulated time. On receipt of documents, the department shall ensure the genuinely of the DD/BG towards EMD and all other certificates/documents uploaded by the Tenderer in e-Procurement system, in support of the qualification criteria before concluding the agreement

7) As per the G.O.Ms.No.174 –I & CAD dated: 1-9-2008 If any successful Tenderer fails to submit the original hard copies of uploaded certificates/documents, DD/BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the Tenderer, the successful Tenderer will be suspended from participating in the tenders on e-Procurement platform for a period of **3 years**. The e-Procurement system would deactivate the user ID of such defaulting Tenderer based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting Tenderer as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. Other conditions as per tender document are applicable.

8) Payment of Transaction Fee: It is mandatory for all the participant Tenderers to electronically pay a Non-refundable Transaction fee to APTS, Vijayawada through "Payment Gateway Service on E- Procurement platform as generated.

9) Corpus Fund: The successful bidder shall **pay 0.04%** of estimate contract value towards e-procurement corpus fund as generated online in e-procurement platform

10) Tender Document: The Tenderer is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.

The tenderer has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

11) Bid Submission Acknowledgement:

The Tenderer shall complete all the process and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Tenderer. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting authority for processing the bids. The TTD and Upadhi Help Desk, Vijayawada are not responsible for incomplete bid submission by users.

12) **Language of Bid:** All documents relating to tender shall be in the English language Only.

PREAMBLE /SCOPE OF WORK:

Annaprasadam department, Tirumala is providing food to the pilgrims visiting Tirumala at various places i.e., Mathrusri Tarigonda Vengamamba Annaprasadam Complex, PAC-II, PAC-IV, VQC-I & II, Outside Q lines, Narayanagiri Sheds, Food Counters- CRO, Rambagicha, PAC-I, Venkatadri Nilayam (PAC-V), SV Employees Canteen and SPRH Canteen various places at Tirumala.

Scope of Work:

The manpower supplied by the Successful Tenderer have to attend the works of loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving & Cleaning etc., works, as assigned by the Annaprasadam Department from time to time.

PROCESSES/ACTIVITIES TO BE CARRIED OUT:

The activities involve loading, unloading, cleaning, peeling, cutting & storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying & serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking & serving etc., works, as assigned by the department from time to time. Broadly, the process involved is furnished below:

VEGETABLE SECTION:

To unload the Vegetables from the Vehicles and to load and unloading the required Vegetables from one Annaprasadam Unit to another Unit in Tirumala, cleaning, peeling, cutting & storing Vegetable in the above respective Annaprasadam Units, Tirumala.

STORE SECTION:

To clean Rice, Pulses and other all Commodities manually and/or through de-stoner machines, bundling of empty Oil Tins & Gunny Bags, Cleaning Store areas and its premises in the above respective Annaprasadam Units, Tirumala.

KITCHEN SECTION:

To carry the indent materials such as Rice, Pulses and all other provisions from the stores, Cleaning Broken Coconuts, Vessels, boilers, grinders and Trollies etc., works, Assisting to Cooks, Cleaning of Kitchen area in the above respective Annaprasadam Units, Tirumala.

SERVING SECTION:

To carry and serve all cooked food items from Kitchen to Dining Halls, Compartments at Vaikuntam Complexes, Outside “Q” lines, Narayanagiri Sheds, Food Counters and removal of green plantain leaves, Cleaning of Tables, Vessels, Jugs, Glasses, steel plates, floor areas in the above respective Annaprasadam Units, Tirumala.

CLEANING SECTION:
As stated above, clean all Vessels, Rice Trollies, steel plates, Jugs, water Glasses, Tables, boilers, grinders, removal of green plantain leaves, floor areas in the premises of all Annaprasadam units, Tirumala.

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

Role of the Manpower deployed by the Contractor/Agency with respect to the Scope of Work defined in the preamble:

a) Unload the Vegetables from the Vehicles, loading and unloading the required Vegetables from one Annaprasadam Unit to another Unit in Tirumala, Vegetable cleaning, peeling, cutting & storing Vegetable in the above respective Annaprasadam Units, Tirumala

b) To clean Rice, Pulses and other all Commodities manually and/or through de-stoner machines, bundling of empty Oil Tins & Gunny Bags, Cleaning Store areas and its premises in the above respective Annaprasadam Units, Tirumala.

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

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

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

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

NOTE:
All processes defined in the scope of the work shall be carried as specified without any deviation. S.V.Anna Prasadam Trust, Tirupati may have right to change/add any activity in future if required and the contractor is bound to carry- out the works accordingly.

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

TENDER CONDITIONS:

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

1) The S.V.Anna Prasadam Trust, Tirupati is desirous to have this e-Tender in two bids i.e., (1) Technical bid and (2) Financial bid.

2) The financial bids of those tenderers who are technically qualified, will be opened on the date and time as mentioned in the NIT through the existing e- Procurement system in the O/o the Dy.EO (Annaprasadam Trust), TTD, Tirumala.

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

3) **EMD AND OTHER SECURITIES**:

a) Tenderers have to deposit **EMD for Rs.34.00 lakhs** through online / B.G (valid for 6 months) obtained preferably from any Scheduled Bank drawn in favour of EXECUTIVE OFFICER-TTD- SV Annaprasadam Trust, TTD, TIRUPATI along with the tender. No Cheque will be accepted. The EMD does not bear any interest. Any bid not accompanied by EMD as stated above will be rejected.

b) If S.V.Anna Prasadam Trust, Tirupati cancels the tender on any administrative reasons the EMDs of all the Tenderers will be refunded.

c) EMD will be forfeited in the event of any refusal or delay on the part of the successful tenderer to accept the offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the contractor delay the commencement of work as per the contract. EMD of unsuccessful tenderers will be refunded after completion of 120 days from the date of opening of bids or after finalization of tenders whichever is earlier. EMD of successful tenderer will be retained as EMD for the work and will be refunded after the satisfactory completion of the contract.

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

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

4) The S V Annaprasadam Trust cannot issue statutory forms like Form C or Form D etc., and this should be taken into account by the Tenderer / Agency while quoting the rates to TTD.

5) Negotiations will not be made with any of the Tenderers.

6) The tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with S.V. Annaprasadam Trust. The tenderer should possess an experience of five years in the field and the experience certificate and other Certificates like Registration of Firm if applicable, EPF Registration, ESI Registration, Labour Registration, GST registration, Latest Income Tax Assessment order, PAN Card on business or proprietor. All the documents should be scanned and uploaded at the time tendering through online.

7) Submission of more than one tender document by the same tenderer amounts to disqualification of tenderer.

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8) The Agency / Firm having any relatives working in TTD / S.V. Annaprasadam Trust at any place cannot submit tenders.

9) The tender accepting authority reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of S.V.Anna Prasadam Trust, Tirupati is final and binding on the tenderer without any recourse. Further, it is understood by both the parties to the tender and is specifically accepted by the tenderer when the tenderer files the tender before S.V.Anna Prasadam Trust, Tirupati, the acceptance or rejection of the tender by S.V.Anna Prasadam Trust, Tirupati., or methodology adopted by S.V.Anna Prasadam Trust, Tirupati., in short listing the agencies for the supply of services etc., shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from the Hon'ble court or Courts to stall the proceedings in S.V.Anna Prasadam Trust, Tirupati.

10) The S.V.Anna Prasadam Trust, Tirupati reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected tenderer or any obligations to inform the affected tenderers, the grounds of acceptance or rejection.

11) The requirement of services mentioned shall be made within the time as per the requirement schedule to be given to the successful tenderer at the time of entering into the agreement. However, the schedule is tentative and the S.V.Anna Prasadam Trust, Tirupati is having every right to revise the services requirement schedule.

12) Any requests for revision in the rate or rates by the tenderer/ firm shall not be entertained during the contract period including service charges.

NOTE: Tenderer's shall quote the SERVICE CHARGE per each Labourer / Worker which must be inclusive of all applicable statutory taxes.

13) **ABNORMAL RATES:** The Tenderer/firm is expected to quote the price/rate for the specification of the work after careful analysis of cost involved for the performance of the work, considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the Tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the Bid unless S.V.Anna Prasadam Trust, Tirupati is convinced about the reasonableness of the rates on scrutinizing the analysis for such rate to be furnished by the Tenderer on demand.

14) BID VALIDITY: Bid shall remain valid for acceptance for a period of 120 days from the last date of submission of the bid. The Tenderer shall not be entitled during the said period to revoke or cancel his bid or to vary the bid except and to the extent required by S.V.Anna Prasadam Trust, Tirupati in writing. In case of withdrawal of the bid during the bid validity period, EMD of such tenderer shall be forfeited by S.V.Anna Prasadam Trust, Tirupati and also results in prescribing the tenderer from participating in any S.V.Anna Prasadam Trust, Tirupati tenders for a period of 3 years.

15) S.V.Anna Prasadam Trust, Tirupati may request the tenderer for extension of the period of validity of bid. If the tenderer agrees to the extension request, the validity of EMD/Bid Security shall also be suitably extended. Tenderer may refuse the request for extension of bid validity without forfeiting his EMD/Bid Security. However, tenderers agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

16) The successful Tenderer shall be required to execute an agreement agreeing to all the conditions of the contract with the S.V. Anna Prasadam Trust, Tirupati on Non-judicial stamp paper value of Rs.100/- within 15 days from the date of receipt of the intimation to him that his TENDER has been accepted. The format of agreement shall be supplied to the approved service agency along with the communication of accepting the rates quoted. If the successful tenderer fails to execute the agreement within the time specified or withdraw the tender after the intimation of the acceptance of his tender by S.V.Anna Prasadam Trust, Tirupati or he is unable to undertake the contract due to any other reason, his contract will be cancelled and his EMD shall be forfeited and he will also be liable for all damages sustained by the S.V.Anna Prasadam Trust, Tirupati.

17) **EVALUATION OF TENDERS ON ONLINE**:

e-Tenders are invited for the subject work. The intending Tenderers can quote as per the eligibility criteria prescribed.

a) The Technical evaluation:
It will be made purely on the basis of the supporting documents uploaded / furnished by the Tenderers and EMD amount paid, with reference to the eligibility prescribed. Upon failure to meet the relevant eligibility criteria, the bid will be disqualified. The bidders who are technically qualified only will be carried out to commercial evaluation.

b) Price Bid Evaluation:
After studying the reasonableness of the rates quoted by the tenderers the following procedure will be adopted for choosing L1 tenderer.

1) The lowest service charges quoted over the minimum wages to be paid in respect each personnel as per the labour act is calculated.

2) Lowest of the grand total amount of schedule B shall become the L1 tenderer.

***Note**:* The rate/service charges should be quoted on the gross minimum charges excluding ESI, EPF etc., to be paid per each personnel duly abiding by the labour contract act as per the Minimum wages act prevailing time to time and complying with the labour laws.

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

i) The tenderer with highest turnover in similar works of manpower supply will be considered. (For which a separate turnover certificate with similar works need to be enclosed)

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 selection of bidder will be decided by toss or lucky dip system.

18) The tenderer/firm whose tender has been accepted will be informed about the award of the contract by the authorities prior to the expiration of the validity period by a registered letter by RPAD/Fax/e mail / electronic mode / WhatsApp.

19) For breach of any of the tender conditions, the E.M.D. and Security Deposit are liable to be forfeited duly blacklisting the Firm/tenderer. Further, Non-performance of any of the contract provisions to the satisfaction of S.V.Anna Prasadam Trust, Tirupati will disqualify the tenderer/firm to participate in the tenders for the **next three (3) years**, by disabling the digital certificate.

20) The S.V.Anna Prasadam Trust, Tirupati reserves the right to add/delete/change/modify any or all the conditions mentioned in the tender schedule and the said addition/deletion/changes/ modifications can be incorporated in the agreement to be entered into with the firm/tenderer irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule or the same can be incorporated in a form of codicil as the case may be and the same will be binding on the tenderer/firm without any recourse.

21) Tenders, which are not in accordance with the stipulations mentioned, are liable for rejection. Offer with insufficient information and offer, which do not strictly comply with the stipulations given above, are liable to be rejected. Any tenderer not accepting the conditions mentioned herewith or providing wrong information will be summarily rejected.

22) In the event of any dispute arising out of the tenders such dispute would be subject to the jurisdiction exclusively civil courts at Tirupati, A.P., only.

23) The S.V.Anna Prasadam Trust, Tirupati 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, S.V.Anna Prasadam Trust, Tirupati is final and binding on the tenderers without any recourse.

24) Further, it is to specifically be accepted by the tenderer when the Tenderer files the tender before S.V.Anna Prasadam Trust, Tirupati that the acceptance or rejection of the tender by S.V.Anna Prasadam Trust, Tirupati or methodology adopted by S.V.Anna Prasadam Trust, Tirupati 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, Injunction, direction etc., from the Hon'ble Court or Courts to stall the proceedings in S.V.Anna Prasadam Trust, Tirupati.

General Terms & Conditions:

Manpower:

1) The services in connection with loading and unloading of Annaprasadam vessels into Vehicles, Serving of Annaprasadams to the Pilgirms, Cleaning of Dining Tables and Vessels other works incidental to serving & cleaning etc., and works as assigned by the Annaprasadam Department, Tirumala from time to time requires workers and they should strictly adhere to the following conditions.

It is also advised to engage the labour force from in and around Tirupati and **from HINDU religion only.**

2) The Contractor shall ensure to employ adequate experienced man power (**including** weekly-offs) to provide satisfactory services. The contractor shall employ workers with necessary provision for weekly offs as per labour rules and acts, without claiming any extra payment. Hence, the contractors are advised to inspect the areas and quote their rates accordingly. The contractor shall, make his own arrangements for the engagement of all the staff and labour, local or otherwise and for their payment, housing, feeding and transport.

3) Labour importation and amenities to labour and contractor's staff shall be to the contractor's account.

4) The tenderer is informed that the S.V.Anna Prasadam Trust, Tirupati will not provide any accommodation for their workers or staff. It is the responsibility of the Contractor/ Firm to make their arrangements to his/ their workers/ staff.

5) The contractor has to provide bus passes to the workers (sanctioned strength) and the same will be reimbursed to the agency.

6) The Uniforms and Identity cards shall be supplied by the contractor only.

7) All the workers shall wear **uniforms and Identity Cards** with prominently mentioning the firm name on the left side pocket. Under any circumstances without wearing the uniforms, they shall not be allowed in to the S.V.Anna Prasadam Trust, Tirupati premises. S.V.Anna Prasadam Trust, Tirupati shall not reimburse any amount towards cost of providing uniform to the workers.

8) The Contractor / Agency shall supply the unskilled workers between the age of 21 years and 50 years with able bodied person and good health condition at the time of deployment.

9) **Biometric:** The contractor shall ensure the implementation of Biometric with face recognition system for the personnel deployed in S.V.Anna Prasadam Trust, Tirupati. Further, the agency shall only supply and fix the machinery for the biometric attendance as suggested by the department.

Discipline:

10) Manpower engaged / deputed for the subject job by the contractor shall maintain punctuality and discipline. Any misconduct / misbehavior on the part of the manpower deployed by the Contractor shall not be tolerated and such persons shall have to be replaced by the Contractor at its own costs, risks and responsibilities immediately, with written intimation to the S.V.Anna Prasadam Trust, Tirupati. However, S.V.Anna Prasadam Trust, Tirupati may at any time instruct to remove undesirable staff of the Service provider at S.V.Anna Prasadam Trust, Tirupati sole discretion.

11) The manpower engaged must be compulsorily from **HINDU religion only** and should not indulge / involve in any other activities which are detrimental to the interests of S.V.Anna Prasadam Trust, Tirupati. At the beginning of the contract, the agency shall administer Oath, as per the proforma furnished by S.V.Anna Prasadam Trust, Tirupati, to all the workers, to the effect that all the workers belong to **Hindu religion and have faith in Lord Venkateswara**. All the oath papers shall be got signed by the workers and a copy shall be submitted to S.V.Anna Prasadam Trust, Tirupati, duly keeping another copy with the agency. They should also abide by the various restrictions imposed at Tirumala and shall honour them without any reservations whatsoever while at Tirumala.

12) The Contractor shall ensure that its employee(s) / labours refrain from smoking / consuming alcohol/ eating Non-vegetarian food items and other intoxicating substances or carrying any inflammable substances etc., inside / outside the premises, while on duty and further, the contractor shall ensure to follow the rules and regulations as enforced by S.V.Anna Prasadam Trust, Tirupati organization from time to time.

13) All prohibitor activities applicable to S.V.Anna Prasadam Trust, Tirupati as a whole and in the sacred Tirumala hills in particular have to be followed strictly by all. Further it is to inform to the contractor that under section 114 of Act 30 of 1987 any person contravening any prohibitory orders passed in this regard shall be punishable with imprisonment which may extend to 3 months or with fine of Rs.500/- or with both.

14) 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, the S.V.Anna Prasadam Trust, Tirupati shall reserve the right to take appropriate civil and criminal action against the concerned and consequently the agreement shall also be liable for cancellation apart from forfeiture of EMD and Security deposit, if any.

15) They shall not make any influence from the political parties for their existence or any type of benefits from S.V.Anna Prasadam Trust, Tirupati and also shall not participate/encourage/ in any type of union activities/Dharnas/ strikes/and any type of agitations against to S.V.Anna Prasadam Trust, Tirupati.

16) In such instances, the contractor has to tackle the situation and shall take the responsibility if any losses occurred to S.V. Anna Prasadam Trust, Tirupati properties & should also see that the image of the organization shall not be damaged in any manner.

17) S.V.Anna Prasadam Trust, Tirupati reserves the right to reject the services, if the service is not adhering to the conditions mentioned above. In this regard, the decision of S.V.Anna Prasadam Trust, Tirupati is final and binding on the part of the agency without any recourse.

18) Any damage caused to the premises/interiors of the building or during their duties, due to negligence of the Contractor’s manpower, shall be made good immediately at contractor's own cost or shall be recovered from the running/pending bills of the Contractor. In this regard the decision of S.V.Anna Prasadam Trust, Tirupati shall be final.

19) Any damage caused to the vehicles or during their duties, due to negligence of the Contractor's manpower, shall be made good immediately at contractor's own cost or shall be recovered from the running/pending bills of the Contractor. In this regard the decision of S.V. Anna Prasadam Trust, Tirumala shall be final.

Payment:

20) The standard payment terms of S.V.Anna Prasadam Trust, Tirupati 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 rates will be valid during the continuance(subsistence) of the contract. The payments are made by S.V.Anna Prasadam Trust, Tirupati through online payment and it is to specifically ensure that all payments to personnel shall be made by the agency only through individual Bank Accounts.

21) The Contractor shall strictly adhere to the statutory regulations viz., Minimum Wages Act, PF Act, ESI scheme, Insurance & other regulations covering labour contract.

22) The Contractor has to ensure that all the manpower have insured with Pradhanamantri Jeevan Jyothi Bheema Yojana or Atal Pension Yojana as a welfare measure.

23) The contractor shall pay the total emoluments to the contract manpower and shall not deduct any commissions or any form of Taxes from the wages.

24) If any incentive announced by the S.V.Anna Prasadam Trust, Tirupati, the necessary income tax and other statutory applicable taxes on the incentive will have to be borne by the firm and the S.V.Anna Prasadam Trust, Tirupati cannot take up any responsibility in this regard.

25) Documents required while submitting the claim by the contractor/ agency for payment:

i) Monthly bill.
ii) Documentary evidence that payment is made to personnel through their Bank Accounts. (Bank scrolls)
iii) E.S.I. payment challan of the preceding month.
iv) E.P.F. payment challan of the preceding month.
v) GST payment challan of the month / quarter as the case may be Certificate to that effect, certified by the Charted Accountant, has to be submitted by the agency / Firm in respect of above statutory payments.

26) The above documents required are not exhaustive and it is to be specifically noted that without the above documents, the bills of the agency shall not be processed by S.V.Anna Prasadam Trust, Tirupati.

27) In case of any injury is caused while the agency is carrying out its job, it is the responsibility of the Contractor to attend to the need of the aggrieved and the S.V.Anna Prasadam Trust, Tirupati will stand indemnified against any claims/ damages / compensation. The firm/agency should cover the workers deployed under the Group Insurance Scheme and the Insurance coverage details to that extent should necessarily be produced at the time of Agreement.

28) Any misconduct/ misbehavior of any worker (or) / misuse of S.V.Anna Prasadam Trust, Tirupati products will lead to impose a penalty of Rs 5,000/- per instance or termination of the contract that depends upon the intensity of the fault.

Other Conditions:

29) The agency must deploy the manpower i.e., Unskilled Workers - 547 No's 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 as required by the Deputy Executive Officer (Annaprasadam Trust), TTD. Any change in the timings in the above timings will be intimated well in advance by the Deputy Executive Officer (Annaprasadam Trust)/ respective AEO/Superintendents of concerned Annaprasadam unit, Tirumala.

30) The agency is required to carry out all the activities in a systematic manner. However during the verification by authorities, if any mistake is found suitable fine will be imposed and contract can be determined with suitable penalty.

31) The Contractor shall supply required number of additional manpower whenever requested by S.V.Anna Prasadam Trust, Tirupati including during Fairs and Festival/ Special Occasions / Bramhostavams and the payment will be made for additional manpower accordingly.

32) The S.V.Anna Prasadam Trust, Tirupati, reserves the right to terminate / amend/ modify the contract without assigning any reason or advance notice to the tenderer/Agency. Similarly, the terms of the tender may be amended/ modified by S.V.Anna Prasadam Trust, Tirupati, if necessary, to ensure competitiveness and quality of service.

33) **SUB-CONTRACTING:** The contract awarded should be executed by the successful Tenderer/ firm only and no sub-contract will be permitted.

34) **INDEMNITY:** The tenderer shall at all times indemnify S.V.Anna Prasadam Trust, Tirupati, against all claims, which may arise in respect of supply of service etc., not confirming to the specifications.

35) If the Contractor and its manpower fail to act upon in accordance with the Agreement in any manner including the observations of the timings of the workers etc., the agreement shall be cancelled by the S.V.Anna Prasadam Trust, Tirupati apart from forfeiture of the EMD and Security deposit if any, the contactor is liable for damages occurred to S.V.Anna Prasadam Trust, Tirupati.

36) **PUBLICITY**: Contractor shall not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.

37) **Disclosure of information:** The service agency also agree that, all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of S.V.Anna Prasadam Trust, Tirupati. Contractor will not give any details of the work to the press or a news dissemination agency without prior written approval from S.V.Anna Prasadam Trust, Tirupati. Contractor shall not take any picture on site without specific written approval of S.V.Anna Prasadam Trust, Tirupati representative.

38) **Obligation on the part of Service Provider:** The service agency during the subsistence of this contract and after its termination shall not reveal any information or provide data directly or indirectly to any agency.

39) The firms who are under block listed and not mentioned while in tender process and any wrong declaration in this regard whenever 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.

40) 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, S.V.Anna Prasadam Trust, Tirupati, over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the contractor.

41) That in the event of failure of performance of the contractor in terms of the agreement and thereby the S.V.Anna Prasadam Trust, Tirupati sustains loss/damage towards the risk operation, the contractor shall liable to pay such damages with interest @ 12% P.A.

42) That in the event of the contractor grossly violated the terms and conditions and the work done by the contractor is not satisfactory to the S.V.Anna Prasadam Trust, Tirupati in accordance with agreement and there by S.V.Anna Prasadam Trust, Tirupati sustains any loss and also due to inaction, gross negligence and malafide intension of the contractor and its workers, if S.V.Anna Prasadam Trust, Tirupati sustains any loss to meet the immediate contingency, the contractor is liable to pay the same.

43) **TIME SCHEDULE:** Initially the contract period will be valid for (02) two years from the date of issuance of LOA/ execution of agreement as the case may be by the successful firm / agency.

44) However, S.V.Anna Prasadam Trust, Tirupati reserves the right to rescind the contract agreement at any time by giving 1 (One) month prior notice, if the services of the Contractor are not found satisfactory or not upto the standards or at any stage or it is found that Tenderer has secured the contract through fraudulent means or tampered documents, information based on which the bid of the successful tenderer has been accepted or non- fulfilment of any other serious obligation on the part of the contractor as per provision of tender/ contract. The decision of S.V.Anna Prasadam Trust, Tirupati in respect of above will be final. If the work of the contractor not up to the satisfaction of the S.V.Anna Prasadam Trust, Tirupati and shall reserve the right to cancel the agreement apart from forfeiture of EMD and Security deposit etc., the contactor is liable for damages if any.

45) The S.V.Anna Prasadam Trust, Tirupati shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The S.V.Anna Prasadam Trust, Tirupati does not recognize any employee employer relationship with any of the workers of the contractor. There shall not be any Employer and Employee relationship between the S.V.Anna Prasadam Trust, Tirupati and the workers of the contractor.

46) The workers should work under the direct control of the concerned HOD where they have been ordered to work. Without the knowledge of the Deputy Executive Officer (Annaprasadam Trust), the person deployed for this work should not be replaced for any flimsy reasons and as per instructions of authorities alternate arrangement should be made immediately in the absence of regular staff and their

output should match with the outputs given by regular personnel and should not lead to day to day work getting affected.

47) The service agency is informed that S.V.Anna Prasadam Trust, Tirupati 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 of contract, the amount shall be paid for the services already rendered for carrying out the assignment upto 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 S.V.Anna Prasadam Trust, Tirupati.

48) The service agency will be responsible for staff compensation, employment liability and insurance for the candidates during this assignment. The service agency may also maintain comprehensive general liability insurance including contractual liability coverage adequate to cover the indemnity of obligation against all damages, cost and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of its staff.

49) **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 requirements of S.V.Anna Prasadam Trust, Tirupati.

50) During the period of the contract, the prevailing Income Tax (inclusive of surcharge on IT), and taxes as applicable from time to time will be deducted from the gross payment of each bill of the contract.

51) In case of a dispute/ difference arising between the S.V.Anna Prasadam Trust, Tirupati and the contractor relating to any matter arising out of or connected with this agreement, such dispute shall be referred to a Sole Arbitrator appointed by S.V.Anna Prasadam Trust, Tirupati 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 only.

52) If there is any other cause of action apart from the redressal of the issue in accordance with the Arbitration clause of the agreement, the Courts at Tirupati shall alone have exclusive jurisdiction.

53) In case of any dispute / difference arising between the S V Annaprasadam Trust, Tirupati and the contractor the Jurisdiction subject to Civil Courts, Tirupati and Hon’ble High Court of Andhra Pradesh shall alone have Jurisdiction.

TAXES & DUTIES

Taxes & Duties

1) The Contractor shall comply with the provisions of GST and related charging mechanism procedures of GST Act.

2) The rates included in BOQ (Schedule-A&B) are exclusive of GST.

3) The rate quoted by the contractor, is exclusive of Goods and Service Tax (GST) but inclusive of all other, taxes on all materials that the contractor, will have to purchase during performance of this contract.

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 S.V.Anna Prasadam Trust, Tirupati 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 in respect of preceding bills received from S.V.Annaprasadam Trust, Tirupati. 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 concerned), as per of the G.O.Ms.No.58, Finance (WR.I), Dept., dt.08-05-2018 and other relevant GOs/ Circulars/ Clarifications/ amendments etc., being issued from time to time by the Government of Andhra Pradesh/ GOI. The contractors are requested to ascertain themselves regarding the applicability of GST and the prevailing rates thereof, while tendering and more so, while making the payment of GST to the department. In this regard, S.V.Annaprasadam Trust, Tirupati will not undertake any responsibility whatsoever.

7) It is the responsibility of the contractor, to pay the applicable GST in time and S.V.Annaprasadam Trust, Tirupati 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 S.V.Annaprasadam Trust, Tirupati. Even if, the contractor pays any extra amount towards GST than the applicable GST, the payment from S.V.Annaprasadam Trust, Tirupati 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 S.V.Annaprasadam Trust, Tirupati. 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 S.V.Annaprasadam Trust, Tirupati 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) As per, clause 60 of APSS, the contractor is bound to produce as required by the S.V.Annaprasadam Trust, Tirupati 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 GST/CGST/IGST availed by and or available to him for GST in so far as the works contract concerned with TAN & respective Registration particulars, Seigniorage NAC Labour, Cess etc., to even any component or any part of the contract works in so far as the works contract is concerned.

11) The deposits (EMD and ASD) 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.

12) During course of contract if the contractor claims any exemption towards GST, the same must be intimated to the S.V.Annaprasadam Trust, Tirupati and to the extent GST will not be paid separately.

13) The S.V.Annaprasadam Trust, Tirupati will pay GST 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.

SPECIAL TERMS & CONDITIONS:

1) The agency shall take all precautions while on duty of manpower.

a) All precautions shall be taken to avoid Damages to the properties of Annaprasadam Trust.,

b) The contractor is responsible for any loss or theft of articles of S.V.Anna Prasadam Trust, Tirupati during duty time of the workers.

c) That due to negligence, misdeed or misconduct or deficiency of service contrary to the terms and conditions agreed upon, if any loss or damage is caused to the S.V.Anna Prasadam Trust, Tirupati and its properties, the contractor shall be liable to pay the same with Interest at 12% P.A. apart from claiming the damages caused.

2) While reaching the destination at Tirumala, the manpower shall attend the duty immediately, as per directions of the S.V.Anna Prasadam Trust, Tirupati without causing any delay/ inconvenience to routine work.

3) In exceptional circumstances or in any emergencies, the workers shall attend to the assigned work by the S.V.Anna Prasadam Trust, Tirupati.

4) If the agency / firm fails to do work in time, at Tirumala and also any delay in the carrying out the activities as specified above, applicable fine will be imposed by the Deputy Executive Officer (Annaprasadam Trust) and will be recovered from the monthly bill payments.

5) The services deployed by the contractor to S.V.Anna Prasadam Trust, Tirupati cannot seek as a matter of right as to place of employment (work).

6) The services provided by the firm / agency will be under the control and supervision of the Deputy Executive Officer (Annaprasadam Trust). The contractor has to provide services at Tirumala as per instructions of the authorities.

7) The contractor has to provide statement of particulars of Employers and Employees share of EPF and ESI remittances as per applicability made by him with name etc. by 1st 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 Deputy Executive Officer (Annaprasadam Trust), TTD, Tirumala as the case may be, before 1st of the next month for arranging payment to the contractor/firm duly certified by the Charted 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.

8) The valid Labour license shall cover the entire period of contract. It is the responsibility of the contractor to renew his license and produce the same to the S.V.Anna Prasadam Trust, Tirupati authorities for the contractual period with the S.V.Anna Prasadam Trust, Tirupati; in other words, he should have valid Labour license for the entire period of contract and produce it to the S.V.Anna Prasadam Trust, Tirupati duly making renewals whenever required.

9) All the applicable taxes are to be borne by the Agency only. The contactor has to pay the applicable statutory taxes from time to time to Govt. of India as applicable from time to time. The statutory rules in respect of Taxes to be borne by the agency are applicable. The percentage of taxes of applicable statutory GST will be deducted at source as per the existing rules and TDS certificate will be issued.

10) The contractor has to furnish list of workers with names, age, address etc., engaged by him. In case of any accident or any injury sustained by any workmen engaged in the performance of the work relating to the contract, all expenditure shall be borne by the Agency / Firm only and the S.V.Anna Prasadam Trust, Tirupati will not undertake any responsibility in this regard.

11) The firm shall at all-times indemnify S.V.Anna Prasadam Trust, Tirupati against all claims which may be made under the Workmen Compensation Act or any statutory rules, modifications thereof or rules of compensation payable consequent to the accident or any injury sustained by any workmen engaged in performance of the work relating to this contract.

12) The successful agency shall pay the monthly wages to their manpower regularly without deducting any amount for whatsoever reasons and credit into Bank accounts of the individuals and furnish a copy to the Deputy Executive Officer (Annaprasadam Trust), Tirumala, while submitting the claim to the next succeeding month. The S.V.Anna Prasadam Trust, Tirupati will insist payment of wages by the Contractor to the staff supplied by him to be paid on or before 1st of the succeeding month. In case of delay, the reason for such delay has to be appraised to the satisfaction of the Deputy Executive Officer (Annaprasadam Trust), Tirumala.

13) **The contractor shall pay the wages for the first month including ESI, EPF, bus pass etc., as per applicability and claim the same from S.V.Annaprasadam Trust, Tirumala based on the actuals and as per above wages duly certified by CA. The same procedure shall be continued for subsequent months also.**

14) The payment of wages by the contractor to the staff supplied by FIRM to be paid by on or before 1st of the succeeding month. Failure on the part of the contractor for payment of the required statutory amounts is a ground for termination of the contract without any further notice. The firm/ agency has to pay wages to the workers supplied by them, without waiting for payment from S.V.Anna Prasadam Trust, Tirupati. Accordingly, the firm/contractor has to consider this aspect and quote his rates at the time of bid.

15) The contractor will be responsible as employer of his/her own staff in maintaining records and shall maintain all records furnished under Contract Labour (R&A) Act, EPF Act, ESI Act and records under various Acts, Rules applicable to the contract shall be made available to the S.V.Anna Prasadam Trust, Tirupati whenever demanded.

16) The person(s) engaged by contractor shall be issued identity card by affixing latest photograph, giving details of Name, Age, Designation, Name of the Agency, blood group and other details duly signed by the contractor or his/her representative. Only such of the persons who are issued with identity cards by the contractor will be allowed to enter into Annaprasadam Units.

17) The S.V.Anna Prasadam Trust, Tirupati will not in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against the S.V.Anna Prasadam Trust, Tirupati. If any such claim is made against the S.V.Anna Prasadam Trust, Tirupati by any worker or his heirs engaged / employed by the contractor, which the S.V.Anna Prasadam Trust, Tirupati is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at the S.V.Anna Prasadam Trust, Tirupati premises or otherwise, the contractor will be liable to identify / reimburse to the S.V.Anna Prasadam Trust, Tirupati all the money paid in addition to the expenses incurred by him / her.

18) The Agency shall be absolutely responsible and liable for any personal injuries or death and or property damage or losses suffered to the S.V.Anna Prasadam Trust, Tirupati due to negligence of the contract personnel in their performance of the services required under the Agreement. The S.V.Anna Prasadam Trust, Tirupati shall not be liable to offer legal services for the offences if any, committed by any staff of the Agency to whom the contract is given.

19) The service provider/ firm shall provide a responsible person available for S.V.Anna Prasadam Trust, Tirupati at all points of time to ensure satisfactory fulfilment of contractual obligations.

20) The contractor has to periodically train the personnel to be supplied to S.V.Anna Prasadam Trust, Tirupati to the satisfaction of the Deputy Executive Officer (Annaprasadam trust), Tirumala and in this regard his decision is final which is binding on the tenderer without any recourse.

21) ***Force Majeure***: Any act of God, shall not disentitle the parties to this Agreement to terminate the Contractor or claim damages. Whether an “act” comes within the purview of the “Act of God” or not, will be decided by the S.V.Anna Prasadam Trust, Tirupati and its discretion shall be final.

22) The contractor shall be very attentive in restraining the workers so deployed from participating in the trade union activities or allied activities in any manner either directly or indirectly.

23) It is specifically accepted by the Contractor that no workers of the Contractor shall under no circumstances be treated or deemed to be as “Employee” of S.V.Anna Prasadam Trust, Tirupati and S.V.Anna Prasadam Trust, Tirupati shall not have or be asked to or expected to accept any responsibility or liability as an “Employer” to any one of the employees of the Contractor for the reason of making any payment continuously or extending any facility under this contract. The workers / employees supplied by the Contractor shall not be treated as S.V.Anna Prasadam Trust, Tirupati employees at any point of time and they do not accrue any right over the First Part for any purpose.

24) The persons supplied by the Contractor shall not be involved in any Police records and no Criminal cases be filed against them. The Contractor should make adequate enquiries about the character and antecedents of the persons before their deployment through local police by collecting proofs of residence, bank account details, previous work experience, recent photograph and a certification to this effect shall be submitted to this office. The Contractor shall also ensure that the personnel deployed are medically fit and shall furnish a certificate of their medical fitness and shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. The Contractor is responsible for all the acts being done by the persons supplied to the S.V.Anna Prasadam Trust, Tirupati.

25) If it is found that the Contractor or his employees are influenced by any political parties or with any other outside agencies, the contract shall be terminated automatically and the Contractor shall be black listed in TTD / S.V.Anna Prasadam Trust, Tirupati records; they are not entitled for further participation in tender process issued by the TTD / S.V.Anna Prasadam Trust, Tirupati.

26) **Co-ordination and Inspection of Work**: The Coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Contractor/ Firm. However, the S.V.Anna Prasadam Trust, Tirupati or its authorized representative shall have the authority to inspect the work regularly and give observations / instructions, if any, to the Contractor. In case of any disagr eement between the Contractor /firm /agency and the S.V.Anna Prasadam Trust, Tirupati on the performance level its personnel, the matter shall be discussed and resolved through discussions. The written instructions regarding any particular job will normally be passed by the S.V.Anna Prasadam Trust, Tirupati or its authorized representative. A work order book will be maintained by the Contractor/ firm for each section in which the aforesaid written instructions will be entered. These will be signed by the Contractor / firm or his authorized representative by way of acknowledgement within 12 hours. This shall be in addition to instructions or orders issued in writing by the S.V.Anna Prasadam Trust, Tirupati.

TERMINATION OF CONTRACT:

27) The S.V.Anna Prasadam Trust, Tirupati may terminate the Contract if, the contractor/firm causes any fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

i) In the event, the Contractor stops the work during the working hours when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Deputy Executive Officer (Annaprasadam Trust), Tirumala. The decision of S.V.Anna Prasadam Trust, Tirupati 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) The Deputy Executive Officer (Annaprasadam Trust), Tirumala gives Notice that failure to attend the complaints/ defects is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the S.V.Anna Prasadam Trust, Tirupati.

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 S.V.Anna Prasadam Trust, Tirupati 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 S.V.Anna Prasadam Trust, Tirupati of the benefits of free and open competition/ transparency.

Not with standing the above, the S.V.Anna Prasadam Trust, Tirupati may terminate the contract for its convenience. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured and leave the Site as soon as reasonably possible.

S V ANNAPRASADAM TRUST NOT BOUND BY PERSONAL REPRESENTATION

28) 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.

29) **NOTICES:** Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served by registered post, e- mail, FAX direct to the address furnished by the Contractor. Proof of issue by S.V.Anna Prasadam Trust, Tirupati of any such notice would be conclusive of the contractor having been duly informed of all contents therein.

30) **BANKRUPTCY:** If a petition of bankruptcy be filled by or against the Contractor, S.V.Anna Prasadam Trust, Tirupati may, at its opinion, and within sixty days of the filling of such petition cancel this contract.

31) **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 S.V.Anna Prasadam Trust, Tirupati and the Contractor shall only preserve the same to the satisfaction of the S.V.Anna Prasadam Trust, Tirupati and shall from time to time deliver the same to such person or persons authorized by the S.V.Anna Prasadam Trust, Tirupati.

TAXES & DUTIES:

32) The prices shall be inclusive of all taxes and levies as applicable from time to time. (shall be inclusive of applicable local body/State & Central Govt., Taxes & duties) but excluding GST.

33) The taxes quoted should include applicable Taxes excluding GST duties and any other levy attracted to the items applicable from time to time. No extra taxes & duties will be paid apart from the amount quoted. S.V.Anna Prasadam Trust, Tirupati will not reimburse any of the taxes paid by the tenderer during the tenure of the contract. S.V.Anna Prasadam Trust, Tirupati shall be authorized to deduct any tax as applicable from the Tenderer.

34) 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 S.V.Anna Prasadam Trust, Tirupati on demand by the contractor.

INCOME TAX:

35) During the period of the contract the deduction of income tax at source shall be made as per the applicable Income Tax provisions.

36) The contractor's staff, personnel and Labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof, as may be imposed on him by such laws and regulations.

LABOUR LAWS AND SAFETY REGULATIONS:

1) The contractor shall not pay less than what is provided under law to personnel engaged by him on this work, for work done other than on item rates basis.

2) The Contractor shall at his expenses comply with all Labour Laws and keep the S.V.Anna Prasadam Trust, Tirupati indemnified in respect thereof.

3) The Contractor shall at his expenses comply with all Labour Laws and keep the S.V.Anna Prasadam Trust, Tirupati indemnified in respect thereof.

4) The contractor shall exclusively be liable for non-compliance of the provisions of any Acts, Laws, Rules and Regulations having bearing over engagement of Labour / Workers (s), directly or indirectly for work under this contract.

CONTRACTOR TO INDEMNIFY S.V.ANNA PRASADAM TRUST, TIRUPATI:

1) The Contractor shall indemnify S.V.Anna Prasadam Trust, Tirupati and every member, officer and employee of S.V.Anna Prasadam Trust, Tirupati, 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. S.V.Anna Prasadam Trust, Tirupati 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 S.V.Anna Prasadam Trust, Tirupati 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 S.V.Anna Prasadam Trust, Tirupati 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. Act or Statutes not.

3) The Contractor shall defend, indemnify and hold S.V.Anna Prasadam Trust, Tirupati 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) S.V.Anna Prasadam Trust, Tirupati 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 engaged in the S.V.Anna Prasadam Trust, Tirupati duty under the contract.

5) The Contractor shall make regular and full payment of wages / salaries including overtime / night halt allowance etc., as applicable as per rules in force and any other payments due to his employees / labour and furnish necessary proof whenever required for S.V.Anna Prasadam Trust, Tirupati.

6) In spite of any adverse circumstances, the contractor has to pay the regular monthly wages to the workers by 1st of every month without fail and without waiting for bills from S.V.Anna Prasadam Trust, Tirupati.

EMPLOYMENT LIABILITY:

1) The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All workers 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. S.V.Anna Prasadam Trust, Tirupati has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify the S.V.Anna Prasadam Trust, Tirupati against all losses or damages or liabilities arising out of or in the course of his/their employing persons or relations with his/their employees. The Contractor shall make regular and full payment of wages and salaries to his employees and furnish necessary proof whenever requested by the S.V.Anna Prasadam Trust, Tirupati. In case of any

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

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

3) The Contractor shall advise in writing to all his employees as follows:

"It is to be fully understood that your appointment is only in connection with contract with the terms and conditions defined for the execution of departmental work by S.V.Anna Prasadam Trust, Tirupati and that it does not give you any right or claim for employment with S.V.Anna Prasadam Trust, Tirupati"

FAIR WAGE CLAUSE:

1) The contractor shall pay not less than fair wages to Labour 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 not withstanding the revision of any contract to the contrary cause to be paid to the Labour, indirectly engaged on the work in connection with the said work, as if the Labour had been directly employed by him.

4) In respect of Labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by Government/ S.V.Anna Prasadam Trust, Tirupati. He shall maintain his accounts and vouchers on the payment of wages to the Labour to the satisfaction of the Deputy Executive Officer (Annaprasadam Trust), Tirumala.

5) The Deputy Executive Officer (Annaprasadam Trust), Tirumala shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the Labour 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) As per Contract Labour (Regulation and Abolition) Act, 1970 the contractor has to produce the license obtained from the licensing officers of the Labour Department along with the tender.

8) Any violation of the conditions above shall be deemed to be a breach of this contract.

9) Equal wages are to be paid for both men and women, if the nature of work is same and similar.

10) The contractor shall arrange Drivers to work at S.V.Anna Prasadam Trust, Tirupati to complete the work within the agreed period as directed by the Deputy Executive Officer (Annaprasadam Trust), Tirumala.

COMPLIANCE TO LABOUR REGULATIONS:

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

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

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

a) Workmen's Compensation Act, 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.

b) Employees P.F. and Miscellaneous Provision Act, 1952: The Act provides for monthly contributions by the Employer plus workers @ prevailing rates. The benefits payable under the Act are:

i) Pension or family pension on retirement or death, as the case may be.
ii) Deposit linked insurance on the death in harness of the worker.
iii) Payment of P.F. accumulation on retirement/death etc.,

c) Contract Labour (Regulation & Abolition) Act, 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract Labour.

d) **Minimum Wages Act**, **1948**: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment.

e) **Payment of wages Act 1936**: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

f) **Equal Remuneration Act 1979**: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.

g) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes; Employing Child Labour is prohibited in Building and Construction Industry.

SAFETY REGULATIONS:

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

2) The contractor shall have to take all possible safety measures and shall add to and augment these precautions on his own initiative where ever necessary and shall comply with directions issued by the S.V.Anna Prasadam Trust, Tirupati or on behalf from time to time and at all times.

FORMATS OF SECURITIES

1. PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / FURTHER EMD AND ASD

The Tenderer shall submit Bank Guarantee for EMD / FURTHER EMD/ ASD in the format as prescribed by the RBI Guidelines.

DETAILS OF ANNUAL TURNOVER DURING THE FINANCIAL YEARS 2020-21 TO 2024-25

The Tenderer shall submit the details of annual turnover during the period 2020-21 to 2025-26. The turnover should be exclusively from similar nature of works of the subject tender.

S No.	YEAR	Annual Turnover in similar works (in Rs.)	Remarks if any
1	2020-2021		
2	2021-2022		
3	2022-2023		
4	2023-2024		
5	2024-2025		

Note: Attested copies of Income Statement and Balance Sheet of the firm and Turnover shall be attached.

The C.A.'s certificate shall clearly indicate the specific turnover on Account of similar nature of works of the subject tender.

SIGNATURE OF THE TENDERER:

NAME OF THE TENDERER:

AGREEMENT

This agreement made on the …… day of ……., 2026 between S.V.Anna Prasadam Trust, Tirupati and having registered office at Tirupati, Andhra Pradesh (hereinafter referred to as "S.V.Anna Prasadam Trust, Tirupati" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of FIRST PART.

And M/s……, incorporated under the provision of.....and having its registered office at " …… (here in after referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of Second PART.

Now this agreement witnesses as follows

1. In this agreement word and expression shall have the same meanings as are respectively assigned to the terms and conditions of contract herein after referred to.
2. The following documents shall be deemed to form, be read and construed as part of this agreement viz.,
    a. Invitation of tender, information and instructions for tenders
    b. Details of the agency and fulfillment of eligibility criteria
    c. General conditions of contract.
    d. Submission of tender, Acceptance of offer, this contract agreement
    e. Qualification and Experience required
    f. All the annexures regarding Scope of services
3. In consideration of such rate quoted by the contractor for category..... and accepted by S.V.Anna Prasadam Trust, Tirupati the agency hereby covenants to complete the services in all respects in conformity with the provisions of the contract.

In witness where of the parties have hereinto set their respective hands and seals on..... Day … 2026 Year.

Signed and Delivered by for
S.V.Anna Prasadam Trust,
Tirupati
in the capacity of
For the Agency, in the capacity of
Name and address
……..
……..

ANNEXURE – I
MANPOWER TO BE DEPLOYED

			DH-1	DH-2	DH-3	DH-4	Kitchen	Veg Section	Bulk Stores	Total	Week Offs	Grand Total
1	MTVAC	A shift	23	20	22	20	26	15	13	265	40	305
		B shift	23	20	22	20	26	15				
2	VQC-II	A shift	30						3	94	14	108
		B shift	30									
		C shift	31									
3	PAC-II	A shift	20						0	40	6	46
		B shift	20						0			
4	PAC-IV	A shift	9						0	17	3	20
		B shift	8						0			
5	Outside Food Counters	A shift	12						0	24	4	28
		B shift	12						0			
6	SPRH Canteen	A shift	9						0	17	3	20
		B shift	8						0			
7	SV Employees Canteen	A shift	8						0	17	3	20
		B shift	9						0			
									TOTAL:	474	73	547

Note:

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

2) For Brahmotsavams / Special Occasions, additional man power shall be supplied by the contractor on same wages, terms & conditions.

"BILL OF QUANTITIES"

(Financial Proposal)

NIT No. TTD-26022/48/2026-MTVAC SEC TTD

SCHEDULE – A

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

Period of Completion: 24 Months

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

NOTE:

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

B) For categories with wages more than 15,000, EPF & ESI will be applicable as per prevailing rules. The Contractor / Agency shall note the same.

C) Whenever, there is enhancement of wages, the same has to be implemented as the same will be reimbursed / paid by S.V.Anna Prasadam Trust, Tirupati.

D) Every worker shall be provided with bus pass and the same will be reimbursed to the agency on submission of acknowledgement copy form APSRTC.

E) Initially for one month, the contractor has to pay the wages including ESI, EPF, GST as per applicability and bus pass to the workers. And claim the same from S.V.Anna Prasadam Trust, Tirupati based on the actuals and as per above wages duly certified by CA. After examining the claim S.V.Anna Prasadam Trust, Tirupati will reimburse the amount to the firm. The same procedure shall be continued for subsequent months also.

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

Office of the Deputy Executive Officer (Annaprasadam Trust)
TIRUMALA
SCHEDULE –B

Sl. No.	Probable Quantity (for 24 months)	Description	APSS No	Unit in Words	Rate in		Total Amount For 24 Months (Rs-Ps)
					Figures in Rs-Ps	Words	
1		Providing Manpower-547 Nos., of Unskilled Workers to work at Annaprasadam Units, Tirumala for loading of Annaprasadam containers into Vehicles, unloading the same into designated points for distribution, collecting empty containers and handing over to the respective Kitchens, unloading, cleaning, peeling, cutting and storing, cleaning and storing of Rice, pulses, oil, commodities etc., works, Assisting to Cooks, carrying, serving food, Cleaning of dining halls immediately after dining including floor, Cleaning of vessels and kitchen items, Grinding and other works incidental to cooking, serving, cleaning etc., works, as assigned by the department from time to time..					
2	***13128***	*Service charges towards deployment of manpower and payment of wages for manpower*		***/ each/ month***			

Note:

1) Service Charges for man power deployment shall be @ minimum of ₹.500 per month and maximum of 5% of the basic wages for corresponding worker. Any tender with values excess of 5% of basic wages or less than ₹.500 / month will summarily be rejected.

2) The above mentioned number of persons is inclusive of off duties for 24 months.

3) The overall amount for Schedule B will be considered for evaluating the lowest tender.

4) The above Quoted Rate is exclusive of GST.

5) Bidders should enter quote rate for the item in e-procurement portal at the time of financial bid submission for schedule – B.

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 of manpower supply will be considered. (For which a separate turnover certificate with similar works need to be enclosed)

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.

6) Agreement will be concluded accordingly.

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 schedule – B and the total tender amount will be considered

9) The contractor shall quote his price bid of the above Schedule-B work considering all the above components & for the activities indicated in the scope of work including transportation, taxes and overheads etc., as applicable and required for satisfactory performance of the contract. The wages component is always fixed as per Schedule-A for labour force to be deployed.

10) The entire amount paid to workers / labour force as mentioned in Schedule-A will be reimbursed by S.V.Anna Prasadam Trust, Tirupati along with schedule – B payments.

11) The said amount mentioned at Schedule-A would be fixed component, which can be revised as and when any revision is done in the wages at any point of time without calling for fresh tenders by clearly mentioning the condition that the component of amount payable under wages clause will be paid in commensuration

with the change in the wages payable due to either by any GOs or any policy decision of S.V.Anna Prasadam Trust, Tirupati. Such wage component shall not be made part of the Gross quote on the basis of which L1 quote is decided.

12) The service charges quoted by the contractor shall be final till completion of contract and will not be increased.

13) 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.

14) 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, S.V.Anna Prasadam Trust, Tirupati 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.

15) GST will be paid extra for both schedules A & B

16) The expected / minimum manpower required is 547 numbers including weekly offs per day. The tenderer is supposed to maintain the minimum labour.

17) S.V.Anna Prasadam Trust, Tirupati 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.

18) EMD & ASD shall be paid as per respective conditions for the combined value of Schedule – A & B by the successful tenderer.

Note:

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

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. S.V.Anna Prasadam Trust, Tirupati 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.

DECLARATION

Name of the Tenderer

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

I/ We hereby agree to abide all the terms and conditions of the contract. I/ We do hereby agree that I / We shall keep my / Our offer open for a period of 120 days from the date of opening of the tender or for the extended period as desired by S.V.Anna Prasadam Trust, Tirupati in addition to the period of 120 days mentioned above in the event of my / our offer being accepted. I / We shall abide by and give my / our acceptance to the above terms and conditions and special terms & conditions which are this supply contract governing and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by S.V.Anna Prasadam Trust, Tirupati. Moreover, I have not been blacklisted so far by any Government department.

Yours faithfully,

Signature of the tenderer with full address

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

Pre bid meeting and Clarification Requests by Tenderer:

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

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

Pre-bid meeting will be held at **Mini Meeting hall, Annnamaiah Bhavan, Tirumala**. All prospective tenderers are requested to attend the same duly submitting their queries/points in writing which require clarification. The queries received within due date i.e., at least 24 hours before Pre-Bid meeting alone will be considered. Clarifications furnished in the pre-bid meeting will become the part of the bid document.

The minutes of the pre-bid meeting will be published as corrigendum in the e-Procurement web portal apart from displaying at S.V.Anna Prasadam Trust, Tirupati website www.tirumala.org. The response to queries / clarifications of the tenderers shall not form part of Tender Document unless issued as an Amendment / Addendum / Corrigendum.

The Minutes of the pre bid meeting as published in the e-procurement platform shall be uploaded along with their tender duly signing in all the page. The Tender uploaded without pre-bid meeting minutes will not be considered for evaluation.

Digitally signed by
M RAJENDRA KUMAR
Date: 06-10-2026
19:28:08