

S.V.VEDIC UNIVERSITY, TIRUPATI, TIRUPATI

Name of the user Department: S.V.VEDIC UNIVERSITY, TIRUPATI,

1. Tender for : Supply of Cooks and Asst. Cooks to S.V. VEDIC UNIVERSITY, TIRUPATI for a period of one year (renewable if required on yearly basis on evaluation by S.V. VEDIC UNIVERSITY, TIRUPATI and in any case not exceeding 3 years)
2. Due before : 3.00 P.M on 06.06.2018
3. Issued to : Sri/M/s

Date Signature of the officer issuing the Tender documents.

The set of documents (Please do not detach any page from this set except the "Price-Bid" as mentioned in "submission of Tenders" in Tender Rule No.9), which must be returned intact duly signed on each page at the appropriate place.

(To be filled in by the tenderer)

E.M.D of Rs..... (Rupees.....only) remitted vide

DD/PO/BC No. _____ dated: _____ drawn on _____

Tender submitted by

(Name and address of the Tenderer)

**SRI VENKATESWARA VEDIC UNIVERSITY::TIRUPATI
NOTICE INVITING TENDER**

S.No.	Particular	Remarks
1.	Department Name	S.V.Vedic University, Tirupati
2.	Tender Notice number	E2/010/SVVVU/Tpt/2018
3.	Tender subject	Engaging the services of Cooks and Asst. Cooks (only Bramhins) to S.V. Vedic University, Tirupati
4.	Period of contract	one year (renewable if required on yearly basis on evaluation by S.V.VEDIC UNIVERSITY, TIRUPATI and in any case not exceeding 3 years)
5.	Form of contract	L.S. Contract
6.	Tender type	Sealed Tenders (Technical And Financial Bids) (Two cover system)
7.	Tender category	Out sourcing (Supply of Cooks and Asst. Cooks)
8.	EMD (INR)	Rs.25,000/-
9.	Bid security	Rs.25,000/-
10.	Schedule issue w.e.f	10.30 AM on 29.05.2018
11.	Schedule issue closing date	1.00 PM on 05.06.2018
12.	Bid submission closing date	3.00 PM on 06.06.2018
13.	Place of Bid submission	Sealed box tender at Office of the Registrar, S. Vedic University, Alipiri-Chandragiri Bypass Road, Tirupati-517502. Ph. No. 0877-2264404.
14.	Technical / Qualification bid opening date (technical Bid)	10.30 AM on 07.06.2018
15.	Price Bid Opening date (Financial Bid)	3.30 PM on 07.06.2018
16.	Place Of Tender opening	At the Chamber of the Registrar, S.V. Vedic University, Tirupati Ph. No. 0877-2264404.
17.	Officer inviting Tender	The Registrar, S.V.Vedic University, Tirupati
18.	Contract person	The Asst. Registrar, S.V.Vedic University, Tirupati Cell No. 9000688969.
19.	Address / E-mail ID	The Registrar, S. Vedic University, Alipiri-Chandragiri Bypass Road, Tirupati-517502. Mail ID: registrarsvvu@gmail.com

SRI VENKATESWARA VEDIC UNIVERSITY, TIRUPATI

TENDER NOTICE

1. Sealed tenders are invited from reputed agencies/societies which can provide to S.V.VEDIC UNIVERSITY, TIRUPATI for Engaging the service of private Cooks and Asst. Cooks on contract basis for a period of one year (renewable if required on yearly basis on evaluation by S.V.VEDIC UNIVERSITY, TIRUPATI and in any case not exceeding 3 years). The agencies/societies so selected should supply at the "L 1" rate i.e., after opening of price bids. The intending tenderers should satisfy the following criteria.

ELIGIBILITY CRITERIA:

- A) Must be in existence and supplying Cooks and Asst. Cooks with relevant experience. (Proof to be attached).
- B) Persons should have good track record of service with reputed organizations. Proof of satisfactory performance must be enclosed from organizations where manpower deployed. (Proof to be attached).
- C) i) Should have valid registration / license under Contract Labour Act 1970, EPF Act, ESI Act etc., and copies of the same to be furnished along with "No Dues Certificate" from the concerned agencies (Proof to be attached).
 ii) Should have sub code establishments of EPF with Asst. Commissioner, EPFO, Cuddapah and for ESIC with ESIC office at Tirupati (proofs to be attached).
- D) Should also be registered under GST provisions and copy of the registration should be furnished along with Tender document (Proof to be attached).
- E) Earnest Money Deposit (E.M.D) of Rs.25,000/- (Rupees twenty five thousands only) shall be paid by DD from any Nationalized Banks in favor of the Registrar, S.V. Vedic University, Tirupati payable at Tirupati. The EMD DD shall be enclosed to the Technical Bid along with Qualification proofs / Documents only.
- F) The tenderer should process all requisite licenses/ registrations etc. and the same should be obtained invariably before transacting business with S.V. Vedic University, Tirupati. In case of non submission of these certificates, the S.V. Vedic University, 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 Registrar, S.V. Vedic University is final and binding on the tenderers without any recourse.
- G) Should produce self Affidavit that the Firm/Agency has not black listed on Rs.10/- Non-Judicial Stamp paper
- H) Should produce an Affidavit on 10/- non-judicial stamp paper stating that the tenderer will provide all the services i.e., Cooks and Asst. Cooks befitting the requirements of S.V. Vedic University, Tirupati and any other additional requirements from time to time.

- l) If the tenderer failed to meet the above requirements (A to H), the respective tender is liable for rejection.
2. The intending participants/Agencies/firms may obtain the tender documents in person from the Office of the REGISTRAR, S.V. VEDIC UNIVERSITY, TIRUPATI-517 502 during the working hours from 10:30 AM to 5.00PM on the dates given below **duly paying an amount of Rs.500/- (Rupees five hundred only)** which is non-refundable, towards the cost of tender documents by way of Demand Draft / Pay Order drawn on any scheduled nationalized bank favouring the Registrar, S.V.VEDIC UNIVERSITY, TIRUPATI. In case, any further information is required, the applicants are requested to contact : The Registrar, S.V.VEDIC UNIVERSITY, TIRUPATI (Name of the User Department), during office working hours.
3. The interested participants /Agency/Firm may also download tender document available from the official website of S.V. Vedic University, Tirupati www.svvedicuniversity.ac.in from 29.05.2018 up to 1.00 PM of 05.06.2018. The cost of tender document of **Rs.500/-** shall be enclosed in the form of **DD/ pay order** drawn on any National Bank drawn in favour of the Registrar, S.V.Vedic University, Tirupati payable at Tirupati to the filled in tender document along with technical bid. In case of failure to enclose the Demand Draft / Pay order for Rs.500/- towards the cost of tender document (in case the document downloaded from University website), such tender liable for rejection and will not considered.
- a. Tender Notice No. : E2/010/SVVU/Tpt/2018
- b. Office of Issued : Office of the Registrar,
S.V.Vedic University,
Alipiri-Chandragiri Bypass Road
Tirupati-517502.
- c. Last date for receipt of applications for tender schedules issue of Tender schedules. The application shall be enclosed along with cost of Tender documents : **1.00PM on 05.06.2018**
- d. Due date & time and place of receipt of tender schedules : **06.06.2018 at 03.00 PM**
O/o The Registrar
S.V.Vedic University,
Tirupati.
- e. Date & time of opening of tenders (Opening of Technical Bid only) : **10.30 AM on 07.06.2018**
- f. Venue for opening of tenders : Chamber of the Register
S.V.VEDIC UNIVERSITY,
Alipiri-Chandragiri Bypass Road
TIRUPATI-517 502.

DECLARATION BY TENDERER

To,
The Registrar,
S.V. Vedic University,
Tirupati

Sir,

1. I/we do hereby tender and if this tender be accepted, undertake to execute the following item of work namely " Engaging the services of Cooks and Asst. Cooks on contract basis for a period of one year renewable if required every year on evaluation by SVVU and in any case not exceeding 3 years
2. I/We to keep the offer valid for a period of (6) six months from the date of opening of tenders and not modify whole or any part for any reason within the above period. If for any reasons, the tender is withdrawn .by me/us, the Earnest Money Deposit (EMD) amount may be forfeited by S.V.VEDIC UNIVERSITY, TIRUPATI.
3. I/We hereby distinctly and expressly declare and acknowledge as following before submission of my/our tender. (i) I/ We have carefully followed the instructions in the tender schedule and (ii) I/We will not make any claim or demand upon the SVVU based upon or arising out of any alleged misunderstanding, misconception or mistake etc.,.
4. I/We enclose herewith a demand draft for Rs.-----:- (Rupees-----
-----) towards the Earnest Money Deposit (EMD), which will not bear any interest. If this tender is not accepted, this sum shall be returned to me on application when intimation of rejection is sent to me/us. If the tender is accepted the EMD shall be retained by S.V.VEDIC UNIVERSITY, TIRUPATI for further fulfillment of the contract.
5. I/We understand that you are not bound to accept the lowest bid you receive.

Yours faithfully,

(TENDERER).

Name & Address of the Tenderer:

TENDER RULES

1. ELIGIBLE TENDERS:

THE QUALITATIVE REQUIREMENTS FOR PRE-QUALIFICATION ARE AS FOLLOWS AND ONLY THOSE PARTICIPANTS, WHO FULFILL THE FOLLOWING CRITERIA, ARE ELIGIBLE TO BE EVALUATED. FURTHER, IT IS TO BE NOTED THAT THOSE AGENCIES NOT FULFILLING THE FOLLOWING CRITERIA WILL BE SUMMARILY REJECTED AND IN THIS REGARD THE DECISION OF THE REGISTRAR, SVVU. IS FINAL AND BINDING ON THE TENDERERS WITHOUT ANY RECOURSE.

- A) Must be in existence and supplying Cooks and Asst. Cooks with relevant experience. (Proof to be attached).
- B) Persons should have good track record of service with reputed organizations. Proof of satisfactory performance must be enclosed from organizations where manpower deployed. (Proof to be attached).
- C) i) Should have valid registration / license under Contract Labour Act 1970, EPF Act, ESI Act etc., and copies of the same to be furnished along with "No Dues Certificate" from the concerned agencies (Proof to be attached).
 - ii) Should have sub code establishments of EPF with Asst. Commissioner, EPFO, Cuddapah and for ESIC with ESIC office at Tirupati (proofs to be attached).
- D) Should also be registered under GST provisions and copy of the registration should be furnished along with Tender document (Proof to be attached).
- E) Agency should have adequate and effective infrastructure (Offices & Training Centers)
- F) Earnest Money Deposit (E.M.D) of Rs.25,000/- (Rupees twenty five thousands only) shall be paid by DD from any Nationalized Banks in favor of the Registrar, S.V. Vedic University, Tirupati payable at Tirupati. The EMD DD shall be enclosed to the Technical Bid along with Qualification proofs / Documents only.
- G) The tenderer should process all requisite licenses/ registrations etc. and the same should be obtained invariably before transacting business with S.V.Vedic University, Tirupati. In this regard the decision of the Registrar, S.V.Vedic University is final and binding on the renderers without any recourse.
- H) Should produce self Affidavit that the Firm/Agency has not black listed on Rs.10/- Non- Judicial Stamp paper
- I) Should produce an Affidavit on 10/- non-judicial stamp paper stating that the tenderer will provide all the services i.e., Cooks and Asst. Cooks befitting the requirements of S.V.Vedic University, Tirupati and any other additional requirements time to time.
- J) If the tenderer failed to meet the above requirements (A to I), the respective tender is liable for rejection.

2. COST OF TENDERING:

The tenderer shall bear all costs associated with the preparation and submission of the tender. The S.V.Vedic University will in no case, be responsible or liable for these costs, regard less of the conduct or outcome of the tendering process.

3. BID DOCUMENTS:

3.1 The Tender document should include:

- a. Tender Notice
- b. Declaration by the tenderer
- c. Tender rules
- d. terms and conditions of the contract
- e. Technical bid
- f. price bid.

3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender Documents. Failure to furnish all information required as per the tender Documents or submission of tender not substantially responsible to the tender Documents in every respect will be at the tenderer's risk and may result in rejection of the tender.

4. CLARIFICATION OF TENDER DOCUMENTS:

4.1) A prospective tenderer, requiring any clarification of the Tender Documents shall notify S.V.VEDIC UNIVERSITY, TIRUPATI in writing or by E-mail at the S.V.VEDIC UNIVERSITY, TIRUPATI's mailing address indicated in the Notice inviting tender. The S.V.VEDIC UNIVERSITY, TIRUPATI shall respond in writing/ E-mail to any request for clarification of the tender Documents, which it receives not later than 7 days prior to the date for the submission of tenders. Copies of the query (without identifying the source) and clarifications by S.V.VEDIC UNIVERSITY, TIRUPATI shall be sent to all the prospective tenderers who have received the bid documents.

4.2) **Tenders must be received by S.V.Vedic University, Tirupati at the address specified in Notice inviting tender not later than the prescribed time on due date. Tender schedules shall not be received by post/courier. Tender schedules are not transferable. Tenderers shall drop the sealed tender covers (Technical bid and Financial bid in separate covers) in the tender box kept in the following address. The bid must be clearly mentioned on the sealed cover as mentioned at 9.4.**

*Office of the Registrar
S.V.Vedic University,
Alipiri-Chandragiri Bypass Road,
Tirupati -517502.*

4.3) The due date and time are specified in "NOTICE INVITING TENDERS".

5. AMENDMENT OF TENDER DOCUMENTS:

5.1 At any time, prior to the date of submission of tenders, the S.V.VEDIC UNIVERSITY, TIRUPATI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendments.

5.2 The amendments shall be notified in writing/ Email to all prospective tenderers on the address intimated at the time of purchase of tender document from S.V.VEDIC UNIVERSITY, TIRUPATI and these amendments will be binding on them.

5.3 In order to afford prospective tenderers reasonable time to take the amendments into account in preparing their tenders, the S.V.VEDIC UNIVERSITY, TIRUPATI may, at its discretion, extend the deadline for the submission of bids suitably.

6. TENDERFORM:

The tenderer shall complete the tender form and the appropriate price bid/ Financial bid furnished in the tender Documents.

7. BID PRICES:

7.1 The tenderers shall give the total composite price inclusive of ESI, EPF and Service Tax payable at applicable rates from time to time. The Income Tax, surcharge & Cess on Income Tax at applicable rates shall be deducted from the Gross Bill of the contractor. The offer the firm shall be firm in Indian Rupees.

7.2 Prices indicated on the Price Bid shall be entered in the following manner.

i) The price quoted shall be total price inclusive of all taxes and levies payable to the bidder.

ii) The bidder shall quote only one price for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and will be taken for evaluation as per price bid given for all the items given in the schedule of requirement.

7.3 The prices quoted by the tenderer shall generally remain fixed during the period of contract, subject to revision of rates if any by the Government. A tender submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

7.4 The unit price quoted by the tenderer shall be sufficient details to enable to S.V.VEDIC UNIVERSITY, TIRUPATI to arrive at prices of proposed manpower offered.

7.5 "Discount" if any, offered by the tenderers shall not be considered unless they are specifically indicated in the price bid. Tenderers desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc., into account.

7.6 The price approved by S.V.VEDIC UNIVERSITY, TIRUPATI for procurement of the service will be inclusive of levies and taxes, as mentioned in para 7.1 above.

8 DOCUMENTS ESTABLISHING TENDER'S ELIGIBILITY AND QUALIFICATION.

8.1 The tenderer shall furnish, as part of his tender documents establishing the tenderer's eligibility all the following documents or whichever is required as per terms and conditions of tender documents.

- I. Certificate of incorporation in case of companies participated.
- II. Articles of Memorandum of Association or partnership deed as the case may be.
- III. The bidder shall furnish PAN number, along with IT returns of last 3 years duly audited & certified by a chartered accountant.

8.2 The bidder shall furnish Annual report and/or a certificate from its bankers as evidence that he has financial capability to perform the contract.

9 SUBMISSION OF TENDERS.

9.1 The offer shall be submitted in sealed cover for the service to be provided. The covers should be superscribed with the headings "TENDER FOR Engaging of Private Cooks and Asst. Cooks".

9.2 The envelope containing Technical Bid should include the EMD. The whole of this Tender documents other than the price bid duly signed by the Tenderer along with the Agency Profile and standard printed technical literature/brochure about the agency with connected certificates of testimonials, registration etc., which are all required for evaluating the bid as mentioned in S.No.1 should be enclosed along with the Technical Bid.

9.3 The envelope containing Price Bid should include only the price quoted for the services offered (as per the format enclosed). Please note that no other information other than the (rate) should be furnished along with this offer.

9.4 The two envelopes of technical and price bids for the services rendered as above shall in turn be put in a outer envelope sealed and super scribed "**Technical and Price bids for Engaging the services of Private Cooks and Asst. Cooks**".

9.5 If additional allied services are offered, it may be furnished as optional feature explaining whether those are with/without extra cost, mentioning both in technical and price bid documents. However, the basic quote should be confined only to the requirement asked for.

9.6 Negotiations will not be made. After fulfilling the eligibility criteria, the lowest selected tenderer will be awarded the work and in this regard, the decision of the Tender Committee or the decision of the Registrar, SVVU shall be final and binding on the tenderers without any recourse.

9.7 The tenders with over-writing, alternations etc., will not be admitted unless they are attested by the tenderer. Tenders should be neatly written and every correction should invariably be attested by full signature with date before submission of Tender to the authority concerned, failing which the tenders will not be eligible for further consideration. Errors, if any, will be corrected/ accepted by the tender accepting authority at its discretion. Telegraphic and Pencil Quotes will not be accepted. Unsigned tender form will be rejected.

- i. Where there is a discrepancy between the rates in figure and in words, rate in words will govern, and
- ii. Where there is a discrepancy between the unit rate and the line item, the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 9.8 The S.V. Vedic University may, at its discretion extend the deadline for the submission of the bids by amending the bid documents in accordance with Clause 7 in which case all rights and obligations of S.V. Vedic University and bidders previously subject to the deadline will thereafter be subject to the new deadline as extended.

10 LATE TENDERS:

- 10.1 Any tender received by S.V.Vedic University after the deadline for submission of tenders prescribed by S.V.Vedic University pursuant to Clause 9, Shall be rejected and returned unopened to the bidder.

11 OPENING OF TENDERS BY S.V.VEDIC UNIVERSITY, TIRUPATI.

- 11.1 The TIO shall open tenders in the presence of tenderers or their authorized representatives who choose to attend, at 4.00 hrs on due date. The tender's representative, who are present, shall sign in an attendance register. The tenderers shall submit authority letter to this effect before they are allowed to participate in bid opening.
- 11.2 A maximum of two representatives for any tenderer shall be authorized and permitted to attend the tender opening.
- 11.3 The tenderer's names, and any other details as the S.V. Vedic University, at its discretion, may consider appropriate; will be announced at the opening
- 11.4. The date fixed for opening of tenders, if subsequently declared the holiday by the S.V. Vedic University, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened in the next working day, time and venue.

12 CLARIFICATION OF BIDS:

- 12.1 To assist in the examination, evaluation and comparison of tenders the S.V. Vedic University may, at its direction ask the tenderer for the clarification of its tender. The request for clarifications on the response shall be in writing. However, no post tender clarification at the initiative of the tenderer shall be entertained.

13 PRELIMINARY EVALUATION:

- 13.1 S.V.Vedic University shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. All certificates pertaining to the manpower agency shall be enclosed with the tender schedules. No further opportunity will be given to the tenderer for providing technical and any other details.
- 13.2 If there is any discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

14 CONTACTING S.V.VEDIC UNIVERSITY, TIRUPATI.

14.1 Subject to Clause 12, no tenderer shall try to influence S.V.VEDIC UNIVERSITY, TIRUPATI on any matter relating to its tender, from the time of the tender opening till the time the contract awarded.

14.2 Any effort by a tenderer to influence S.V.Vedic University in the S.V.VEDIC UNIVERSITY, TIRUPATI's tender evaluation, tender comparison or contract award decision shall result in the rejection of the tender.

15 PLACEMENT OF ORDER.

15.1 The S.V.Vedic University shall consider placement of orders on those tenderers whose offers have been found technically, commercially and financially acceptable.

16 S.V.VEDIC UNIVERSITY, TIRUPATI'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD.

16.1 S.V.Vedic University will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the tender without any change in the unit price or other terms and conditions at the time of award of contract.

17 S.V.VEDIC UNIVERSITY, TIRUPATI's Right to accept any tenderer and to reject any or all tenders.

17.1 The S.V.Vedic University reserves the right to accept or reject any tender, and to annul the tendering process and rejection of any tender including cancellation of tenders, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected tenderer or tenderers on the grounds of the S.V.VEDIC UNIVERSITY, TIRUPATI's action.

18 ANNULMENT OF AWARD.

18.1 Failure of the successful tenderer to comply with the requirements of service shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the S.V.Vedic University may make the award to any other bidder at the discretion of S.V.Vedic University S.V.Vedic University or call for new bids.

I /We read and accept the above Tender Rules.

Place

Date

Signature of the Tenderer

Check List

1.	Name of the Agency:
2.	Address of the Registered / Head Office:
3.	Phone Number (with STD Code)
4.	Fax Number :
5.	Constitution (Public Ltd Co., / Pvt. Ltd Co. / Partnership / Proprietary Concern etc)
6.	Date of Establishment:
7.	Name, address and credentials of Chief Executive:
8.	Name of contact person, Phone number & Cell number.
9.	Services offered (Attach product literature):
10.	Details of Registrations:
	a) E.P.F
	b) E.S.I
	c) Service Tax
	d) Labour Act
	e) Registration of establishment
	f) Any other Registration
11.	Quality Certificates, accreditation to Security Associations, (Attach certificates):
12.	Total number of Security Guards and other employees employed in the Organization (List to be enclosed organization wise).
13.	No. of Security Guards employed (List to be enclosed organization wise).
14.	Details of any insurance cover taken by the agency for its workers
15.	Any other achievements, strengths, credentials etc., to the Agency / Society (attach proof).

16. Details of EMD: -

17. Particulars of Regional / Branch Offices of the Agency / Society :
Please furnish information about Regional / Branch Offices in the following format:

City and state/ address	Name of the person	No. of person	No. of Trained workers	Areas covered (service offered)

18. Please quote the Income Tax & PAN Number. copy of the PAN card shall be enclosed.

19. Minimum Qualification of a Cooks and Asst. Cooks must be SSC pass X Std. Pass with good physical fitness and adequate training is required. The deployment will be done after due testing and approval. Educational qualification is relaxable in respect of the persons who can Cooks the items deliciously after testing.

20. Should be in a position to provide Cooks and Asst. Cooks within 15 days from the date of requisition by S.V.VEDIC UNIVERSITY, TIRUPATI (Certificate to be enclosed).
21. Should enclose a copy of the Valid E.P.F Registration Certificate.
22. Should enclose a copy of Valid E.S.I Registration Certificate.
23. Should enclose a copy of Valid Labour Registration Certificate/authorization as per provision of Contract labour Act 1970.
24. Should enclose a copy of Valid GST Registration Certificate
25. Should enclose valid outsourcing agency approval of concerned Dist. Collector
26. Should enclose any other valid Registration Certificates of Agency, if any.
27. Name address of the Banker:
28. Whether black-listed in any Govt. Organization
29. Number of Years the Agency Functioning
30. Any previous performance In S.V.VEDIC UNIVERSITY, TIRUPATI
31. Should enclose income tax assessment form
32. An Affidavit in stamp paper that the firm has no Vigilance case/CBI/FEMA case pending against him/firm shall be enclosed
33. Self Affidavit that the firm has not been black listed in the past by any firm/ organization on 10/- non-judicial stamp paper shall be enclosed.
34. An Affidavit that the firm is supplying the Cooks & Asst. Cooks and has quoted the tender on par to that of any GOVT. organization or any other institution shall be enclosed.
35. Whether EMD Amount of Rs.25,000/- (Rupees twenty five thousands only) in form of DD/PO in favour of Registrar S.V.Vedic University drawn on any nationalized bank at Tirupati is enclosed Implementation of Scheduled term and conditions (Declaration by the tenderer shall be enclosed in given format duly signed).
36. Illustrative Literature particulars.
 - 1.
 - 2.
 - 3.
 - 4.

Place:

Date:

Signature of the tenderer
To be signed by an authorized signatory

Registrar,
S.V.Vedic University, Tirupati

For details visit our Website: www.svvedicuniversity.ac.in

for any assistance /further clarification please call:

1. O/o the Registrar, S.V.Vedic University, Tirupati
Phone No. 0877-2264404.

SRI VENKATESWARA VEDIC UNIVERSITY, TIRUPATI

TERMS AND CONDITIONS FOR ENGAGING OF PRIVATE COOKS AND ASST. COOKS TO S.V.VEDIC UNIVERSITY, TIRUPATI-517502

1. Sealed tenders are invited for Engaging of Private Cooks and Asst. Cooks to S.V. Vedic University, Tirupati-517502, Andhra Pradesh, India. The S.V. Vedic University is desirous to have this tender in two Bids i.e. Technical & Financial Bid. The Tender further is required to submit the financial bid along with the technical bid in separate covers. Tenderer/representative shall choose to be present during the opening of the bids. The S.V. Vedic University may extend the last date by issuing an amendment or corrigendum in which case the decision of the tender inviting authority is final.

2. EARNEST MONEY DEPOSIT:

- a. **The EMD for Rs.25,000/- is to be submitted towards Engaging of Private Cooks and Asst. Cooks.** The tender must be accompanied by a crossed demand draft for Rs.25,000/- payable on any Nationalized bank in Tirupati and in favor of the Registrar, S.V. Vedic University, Tirupati towards E.M.D.
- b. EMD will not be accepted in the form of cheques, postal orders, bank guarantees or bank demand drafts issued on the personal name of the officers or by any other mode of remittance.
- c. The EMD will be returned to unsuccessful tenders after one month from the date of finalization of tender without interest. The EMD amount of the successful tenderer will be retained and returned only after satisfactory performance of contract period/extended period without any interest.

3. SECURITY DEPOSIT:

- a. The tenderer shall deposit an amount Rs.25,000/- (at the time of Agreement) as security deposit in addition to EMD at the time of agreement in shape of Demand Draft drawn on any scheduled Bank or Bank Guarantee in favour of the Registrar S.V.VEDIC UNIVERSITY, TIRUPATI Tirupati, which will be returned after the expiry of the contract along with the EMD. No interest will be paid by SVVU on the EMD/ Security Deposit. The institute will supply the specimen of the agreement.
- b. The security deposit amount will be returned only after the expiry of six months warranty period beyond the Agreement period/extended period.
- c. If the successful tenderer fails to submit Security Deposit within the time of 15 days as specified above, such failure will constitute a breach of terms and conditions of the tender and the Earnest money deposited by him will be forfeited in addition to recovery of a loss sustained by the institute.
- d. The security deposit will be forfeited for any non-performance of the Agreement and any other conditions.
- e. No claims shall lie against the S.V.Vedic University in respect of interest on Earnest Money deposit and S.V.VEDIC UNIVERSITY, TIRUPATI shall not pay any interest on the Earnest Money Deposit and Security Deposit

4. MANDATORY TERMS & CONDITIONS:

- a. The Registrar, S.V.Vedic University, Tirupati reserves the right to cancel the tender in the event of non-supply of required Cooks and Asst. Cooks by the contractor.
- b. The Registrar, S.V.Vedic University, Tirupati reserves the right to instantly terminate the services of contractual persons under disciplinary grounds in event of misbehaviour, misappropriation, non-performance, absenteeism or intentional destruction of institutional property.

- c. The tenderer shall supply the list of required candidates along with the detailed bio-data and along with qualification & the marks list, age proof and experience certificate for scrutiny and final selection. **The rate quoted should be valid for acceptance for a period of 6 months from the date of opening of Price bid** The rate quoted should be inclusive of all taxes, charges etc.
- d. All wages to be paid to the contract workers as per the laid statutory minimum wages act 1948 & as per A.P. contract labour (R&A) rules,1971 and any amendments thereon.
- e. The contractor shall pay the total emoluments to the contract workers and shall not deduct any commissions or any form of taxes from the wages as stipulated in the labour Act.
- f. The tenderer should pay the wages to the contract workers on or before 10th of every month irrespective of submission of claims to bills without fail.
- g. The tenderer should pay the wages to the contract workers through bank account only and shall submit the payment particulars every month.
- h. The wages should be revised from time to time as per applicable statutory G.Os issued by Govt. of Andhra Pradesh/Central Govt. of India as the case may be.
- i. Telegraphic and pencil quotations will not be accepted Unsigned quotations shall be rejected.
- j. 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.
- k. Service charges shall be quoted by the tenderer either in percentage or in Rupees.

GENERAL CONDITIONS:

1. Tenderer is required to sign the declaration on tender forms in duplicate indicating date and affixing the rubber stamp with the designation or status enjoyed by the signatory in the firm and the same signatory shall be required to execute agreement under his signature only. The signatory should produce documentary evidence of empowering him to do so, if called upon any time during the contract period. In case of change of the person of the signatory it is bound on the tenderer to be inform the changes to the Registrar, S.V.Vedic University, Tirupati-517502.
- 2. No commission will be entertained.**
3. This invitation is under single bid, separate sealed covers for technical bid and Financial bid are to be submitted.
4. Tenders submitted without this system will be summarily rejected.
5. After opening of the technical bid in any case the tender is rejected, The price bid of which tender will not be opened.
6. The tenderer has to quote as per the specification detailed below:
 - a) i) Should have valid registration / license under Contract Labour Act 1970, EPF Act, ESI Act etc., and copies of the same to be furnished along with "No Dues Certificate" from the concerned agencies with latest returns (Proof to be attached).
 - ii) Should have sub code establishments of EPF with Asst. Commissioner, EPFO, Cuddapah and for ESIC with ESIC office at Tirupati (proofs to be attached).
 - b) The tenderer must have certificate of registration of GST certificate, PAN card on firm/agency or proprietor and registration certificate of establishment. Should also be registered under GST provisions and copy of the registration should be furnished along with Tender document (Proof to be attached).

- c) Earnest Money Deposit (E.M.D) of Rs.25,000/- (Rupees twenty five thousands only) shall be paid by DD from any Nationalized Banks in favor of the Registrar, S.V.Vedic University, Tirupati payable at Tirupati. The EMD DD shall be enclosed to the Technical Bid along with Qualification proofs /Documents only.
 - d) The tenderer should process all requisite licenses/ registrations etc. and the same should be obtained invariably before transacting business with S.V.Vedic University, Tirupati. The tenderer should possess an experience certificate and other certificates like Registration of firm latest income tax assessment order should be enclosed. In case of non submission of these certificates, the S.V.Vedic University, 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 Registrar, S.V.Vedic University is final and binding on the tenderers without any recourse.
 - e) Should produce self Affidavit that the Firm/Agency has not black listed on Rs. 10/- Non- Judicial Stamp paper
 - f) Should produce an Affidavit on 10/- non-judicial stamp paper stating that the tenderer will provide all the services i.e., Cooks and Asst. cooks befitting the requirements of S.V.Vedic University, Tirupati and any other additional requirements from time to time.
 - g) If the tenderer failed to meet the above requirements (A to f), the respective tender is liable for rejection.
7. If the earnest money deposit is not submitted the tender shall not be considered for acceptance and will be out rightly rejected. The EMD submitted against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD.
 8. Tenderer submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquires, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
 9. Any action on the part of the tenderer to influence anybody in the said institute will be taken as offence and they will not be allowed to participate in the tender enquiry and their offer will not be considered.
 10. The tenderer must quote only one single tender only.

TENDER PRICES:

The tenderer shall indicate on the price schedule provided all the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer same should be clarified as "NA" by the tenderer.

1. Offered price should be quoted in Indian Rupees.
2. Prices shall be given in price schedule A. No enhancement of price will be allowed. Telegraphic and pencil quotations will not be accepted.
3. Unsigned tenders shall be rejected.
4. The rates quoted should not exceed the maximum wage fixed by an order issued by the state government.
5. Rates quoted in the tender(s) should be valid for acceptance for a period of Nine (09) months from the last date fixed for the receipt of tenders. Once the rate is accepted the successful tenderer shall not withdraw from the contract.
6. Service charges shall be quoted by the tenderer either in percentage or in Rupees.

EVALUATION:

The Registrar, S.V.Vedic University, Tirupati shall have revocable right to enter into parallel contract for the supply of Cooks and Asst. Cooks mentioned in the tender schedule with any other supplier or firm at any rate at its discretion.

The Registrar, S.V.Vedic University, Tirupati reserves the right to cancel the tender at any stage without assigning any reason thereof. The terminations for failing to fulfill any of the terms and conditions of this contract are as follows.

In case the successful tenderer back out after releasing the letter of indent or fails to comply with the terms and conditions within the period to be prescribed by the Registrar, S.V.Vedic University, Tirupati at the time of awarding the contract the tenderer will be liable to make good the loss sustained by the institute in addition to the penalty as under.

- a. The Registrar, S.V.Vedic University, Tirupati shall be entitled to approve any other supplier or firm without notice to the contractor and to recover the extra cost thus involved in such purchase from the contractor.
- b. On non compliance of the conditions within the stipulated period, The Registrar, S.V.Vedic University, Tirupati will have the right to impose penalty i.e. first extension for two months or part thereof at the rate of 2% and second extension for an additional two months or part thereof at the rate of 3% penalty for extension beyond this for an additional two months or part thereof shall be 4%.
- c. To cancel the contract or portion thereof.
- d. To forfeit the EMD and or security deposit to the extent of the loss incurred by the institute in the event of action being taken as above and it fails short. The Registrar, S.V.Vedic University, Tirupati shall be at liberty to the tenderer or by instituting a civil suit. **In this regard the contractor shall not be entitled to any gain.**
- e. No suit with regard to any matter whatsoever arising out of this contracts shall be instituted in any court save a court of competent jurisdiction at tirupati, Andhra Pradesh. Further no claim shall lie against The Registrar, S.V.Vedic University, Tirupati in respect of interest on earnest money deposit or security deposit.
- f. The following documents are necessary. Income tax returns proof, PAN copy, Auhtorization certificate.
- g. The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any Government/private institution. The tenderer/supplier has to given an affidavit on non judicial stamp paper of Rs.10 that there is no vigilance/ CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Government or private organization.

PAYMENTS TERMS:

Payment shall be made on submission of the bill along with the relevant documents i.e. EPF, E.S.I, S.T and Nationalized bank account numbers of the contract workers on the first of every month without fail.

All the statutory reimbursements/Payments are subject to revision as and when revised by the Central/ State Governments.

OPENING OF TENDERS:

Tenders will be opened on the defined time and dates as already mentioned. The financial Bids will be opened after evaluation of technical Bid on the scheduled time and date as already mentioned.

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

Place:

Date:

SIGNATURE OF THE TENDERER

**REGISTRAR
SRI VENKATESWARA VEDIC UNIVERSITY, TIRUPATI**

OTHER GENERAL CONDITIONS:

1. The contractor should make the supply of manpower as per the supply requested by the Registrar, S.V.Vedic University, Tirupati in writing.
2. The contractor is informed that S.V.Vedic University, Tirupati has right if necessary to postpone or cancel the assignment and / or reduce the quantities. However, every effort will be made to give as early as possible notice of any changes.
3. The contractor shall indemnify and hold harmless of S.V.Vedic University against any/ and all claims, demands and /or judgments of any nature brought against S.V.Vedic University, Tirupati arising out of the contract. The obligation under this paragraph shall survive even after the termination of this contract.
4. S.V.Vedic University reserves the right to charge penalty as decided by the Registrar or without payment for any unsatisfactory quality in work by the firm without prejudice to its other rights. In this regard, the decision of the Registrar is final. The agency is further liable to reimburse / compensate the S.V.Vedic University, Tirupati or third party for any loss, damages etc., caused or arisen out of the negligence, or breach of contract.
5. If the contractor, in the opinion of S.V.Vedic University, Tirupati fails or neglects to be complied with any of the terms and condition of the contract or with any orders issued, then in such a case, the S.V.Vedic University shall without prejudice to any other right or remedies under this contract has a right and be entitled to cancel the contract by giving a notice in writing to contractor without being to pay any compensation for such cancellation.
6. The firms who are under black listed and not mentioned while in tender process and any wrong declaration in this regard which comes to the notice at a later date will disqualify them and in future no application will be received and comes to the notice at a later date the application received shall be automatically rejected.
7. In the case of failure by the contractor in executing the contract within the period specified the Registrar, or any other officer authorized by him shall have the powers to reject such contractor and engage any other contractor and excess of the cost so incurred by the concerned officer, S.V.Vedic University, Tirupati over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the contractor.
8. In the event of any breach of agreement at any time by the contractor, the contract will be terminated by the concerned officer S.V.Vedic University Tirupati without any compensation payable to the contract. The contract may be put to an end at any time by the officer concerned, Tirupati on giving (07) seven days notice to the contractor. Further any dispute arising will be subject to the jurisdiction of Tirupati only.
9. The contract period will be for one year from the date of awarding of the contract. date of commencement of this contract will be the date on which the manpower agency has the provided the manpower.
10. S.V.Vedic University, Tirupati being a Vedic/religious institution and other necessary appurtenant structure is desirous to have personnel only from Hindu community. The personnel supplied needs to be from Brahmin community and capable of preparing food items traditionally following traditional procedures for the students.

CONTRACTUAL CONDITIONS:

1. If the performance of any candidate of the manpower agency deputed in the regard is not satisfactory the manpower agency has to replace the candidate with a suitable substitute. Daily work progress of each personnel should be registered in log register. Any absence without permission of S.V.Vedic University, Tirupati will lead to cut off from the consolidated amount for the absent days.

2. Without the knowledge of the Registrar, S.V.Vedic University, Tirupati the person deployed for this work should not be replaced and alternative arrangement should be made within 24 hours in the absence of regular staff and their output should match with the output given by regular personnel and should not lead to day to day work getting affected.
3. The manpower agency is informed that S.V.Vedic University has right to postpone or cancel the assignment and or shorten the extension of the its duration. However, every effort will be made to give as early as possible notice of any changes. In the event of termination the amount shall be paid for the services rendered for carrying out the assignment to the date of termination and report of part thereof, of any other information and documentation gathered under this contract prior to the date of termination shall be handed over to S.V.Vedic University , Tirupati.
4. The manpower agency will be responsible for staff compensation, employment liability, insurance for the candidates during this assignment. The manpower agency may also maintain comprehensive general liability insurance including contractual liability coverage adequate to cover the indemnity of obligation against all damages, cost and charges and expenses for injury to any person or damage to any property arising out of or connection with the services which results from the fault of its staff.
5. The manpower agency shall indemnify and hold harmless S.V.Vedic University, Tirupati against any/and all claims, damages and /or judgments of any nature brought against S.V.Vedic University arising out of services by the consulting firm and its staff under this contract. The obligation under this paragraph shall even after the termination of this contract.
6. It is made very clear that S.V.Vedic University shall not provide accommodation, food and transportation to the Personnel supplied from time to time under no circumstances.
7. (a) Persons Shall have adequate knowledge on usage of fire fighting equipment / First Aid.
(b) Shall inform any untoward incident immediately to the Official concerned.
(c) Shall be properly dressed in the prescribed uniform.
8. S.V.VEDIC UNIVERSITY, TIRUPATI reserves the right to terminate and recover liquidated damages from the tenderer for failing to fulfill the terms of the contract as follows :
 - A. In case the successful tenderer back out after releasing the letter of intent or fails to provide the personnel within the period, to be prescribed by The Registrar, S.V.VEDIC UNIVERSITY, TIRUPATI, at the time of placing orders, the firm will be liable to make good the loss sustained by the S.V.VEDIC UNIVERSITY, TIRUPATI in addition to the following as under.
 - B. S.V.VEDIC UNIVERSITY, TIRUPATI shall be entitled to choose any other agency from any other supplier or firm without notice to the contractor who has failed to supply at the first instance and to recover the extra cost thus incurred from the first contractor.
9. S.V.VEDIC UNIVERSITY, TIRUPATI reserves the right to impose and recover penalty to the tune of 5% of the cost of the services, which the contractor failed to provide, for each month or part of the month delayed beyond the period. S.V.VEDIC UNIVERSITY, TIRUPATI also reserves the right to cancel the contract or portion thereof and the decision of the Registrar, S.V.VEDIC UNIVERSITY, TIRUPATI in this regard shall be final and binding on the parties without any recourse.
10. S.V.VEDIC UNIVERSITY, TIRUPATI reserves the right to forfeit the Earnest Money Deposit to the extent of the loss incurred by S.V.VEDIC UNIVERSITY, TIRUPATI,

in the event of action being taken and if they fall short, the S.V.VEDIC UNIVERSITY shall be at liberty to recover the balance amount from any of the bill pertaining to the Contractor and also to recover such an amount with legal charges, if any, from the contractor by instituting a Civil suit.

11. Notwithstanding anything contained in the terms of offer by tenderers no suit with regard to any matter what so ever arising out of this contract, shall be instituted in any Court save a Court of Competent Jurisdiction at Tirupati, Andhra Pradesh.
12. Notwithstanding anything contained the Registrar, S.V.Vedic University, Tirupati is ultimate authority in deciding the recovery of percentage of penalty from the tenderer taking into account the prevailing conditions and future provision of service of personnel from the Contractor in the larger interest of the organization. The reasons for such non-recovery of percentage of penalty if any., would be recorded in writing by the Registrar and tenderer duly approved by REGISTRAR before releasing the payment to the successful.
13. Tenderer is required to sign the declaration on tender forms in duplicate, indicating date and affixing the rubberstamp with the designation or status enjoyed by the signatory in the firm, and the same signatory shall be required to execute agreement under his signature only. The signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. In case of change of the person of the signatory it is bound on the tenderer to inform the changes to the Registrar, S.V.VEDIC UNIVERSITY, TIRUPATI.
14. The Cooks and Asst. Cooks to be deployed by the Agency has to behave properly, courteous with the Students and staff, to be patient, to be tactful, to be impartial in his relations with the public and superior staff with whom he comes into contact, to be of good character, to be physically energetic and mentally alert all the time. In case of any deficiency found, the S.V.VEDIC UNIVERSITY, TIRUPATI reserves the right to direct the Agency to replace the Personnel immediately and S.V.VEDIC UNIVERSITY, TIRUPATI also reserves the right to take any action as deemed fit against the Agency depending upon the gravity of the crime/fault/mistake committed by the Personnel supplied by the said Agency. In this regard, the decision of Registrar is final and binding on the Agency without any recourse.
15. **Obligation on the part of service provider:** the manpower agency during the term of this contract and after its termination shall not reveal any information or provide data directly or indirectly to any agency.
 - i. **Prohibited sub contracting:** the manpower agency shall not assign this contract to a sub contractor any portion of it. Further the contract or any part, shares or interest of the contract is not to be transferred or assigned by the contractor directly to any person.
16. **Disclosure of information:** the manpower 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, regarding 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.Vedic University, Tirupati.
17. The tenderer should quote the rates both in words and in figures otherwise their offer will not be considered. In case discrepancy between the rates quoted in words and figures the rates quoted in words will prevail.
18. S.V.VEDIC UNIVERSITY, TIRUPATI shall not be making any over time payment to the Personnel to be deployed by the Agency to S.V.VEDIC UNIVERSITY, TIRUPATI. S.V.VEDIC UNIVERSITY, TIRUPATI will always insist the additional number of leave vacancy Personnel to be provided by the Agency. In other words, the Agencies are specifically debarred in employing the committed number of Personnel in the place of leave vacancy also by paying over time to the Personnel

without providing sufficient number of additional Personnel under leave vacancy to S.V.VEDIC UNIVERSITY, TIRUPATI.

19. The salaries to the Cooks and Asst. Cooks employed, should be paid by 7th of the every month, even if the release of payments to the agency are delayed on administrative grounds, with all statutory deductions as per rules and regulations and crediting the payments to EPFO, ESIC and service tax etc by challans.
20. While releasing payments to the agency, the statutory deductions like EPFO, ESIC (Both employees and employer's contributions), GST & Income Tax etc., The connected cheques, which will be released in the favour of EPFO, ESIC, GST and Income Tax authorities, are to be credited by the agency to the concerned authorities respectively.
21. To maintain transparency, the salary slips to all the outsourcing personnel, by mentioning name of the person no. of working days, total wages, deductions towards the ESIC, EPFO, S.T and the net pay, which is to be credited through bank to their individual accounts, duly displaying the list on the notice board at the office of The Registrar, S.V.Vedic University, Tirupati.
22. The wages are to be paid by following the minimum rates of wages payable to employees in the employment in the services, for arriving the daily wages rate and issuing of weekly offs etc., as per relevant rules and G.Os of Govt. of AP.
23. a) The service charges of the agency, quoted, at the time of tender, will remain fixed same during the entire agreement period, and even during the extended period if any. The service charges of the agency will not be increased under any circumstances.
b) The increase in wages will be paid by the User Department of S.V.VEDIC UNIVERSITY, TIRUPATI institutions, based on the cost of living allowance, based on the Commissioner of Labour, as per the G.O released by the Ministry of Labour, from time to time.
24. **Payment:** The standard payment terms of S.V.Vedic University, Tirupati are applicable and statutory deductions applicable at the time shall be made from the payment. **No advance will be paid** against the orders and agrees rates will be valid during the currency of the contract subject to revision of rates by the Government. The payment are made by S.V.Vedic University, Tirupati through cheque only and it is to specifically ensure that all payments to personal shall be made by the agency only through Bank Accounts.
25. **Documents required:**
 - a. Monthly bill
 - b. Documentary evidence that payment is made to personnel through their Bank Accounts.
 - c. ESI, EPF Payments challan of the preceding month where S.V.Vedic University, Tirupati has reimbursed the employer contribution of ESI.
 - d. GST payment challan of the month/quarter as the case may be where S.V.Vedic University, Tirupati has reimbursed the amount.
26. The above documents required are not exhaustive and it is to be specifically noted that without the above documents, the bill of the agency shall not be processed by S.V.Vedic University.
27. The agency shall be responsible for the payment of wages, salary allowance, EPF,ESI and any statutory contributions on behalf of the personnel employed and for other in pursuance of the contract with S.V.Vedic University, Tirupati and the S.V.Vedic University, Tirupati will not be liable on this count. The agency shall also hold and renew such of the licenses, registration, permit etc. and maintain/furnish such of the records as may be required under any law or relevant rules from time to time.

28. The Registrar, S.V.Vedic University, Tirupati reserves the right to give preference to any agency in the interest of the organization at any time before the acceptance of the tender and the decision of the Registrar is final and binding on tender's without any recourse.
29. S.V.Vedic University reserves the right to charge penalty as decided by the Registrar, or withhold payment for any unsatisfactory service rendered by the agency without prejudice to its other rights. In this regard, the decision of the registrar is final. The agency is further liable to reimburse/compensate the S.V.Vedic University or third party for any loss, damage, injury, harm etc. caused or arisen out of the negligence, rashness or any other act of its personnel employed or breach of contract.
30. All prohibitory activities applicable to S.V.Vedic University, Tirupati as a whole and in scared Tirumala hills in particular have to be followed strictly by all. Further, it is to inform to the tenderers that under section 114 of Act 30 of 1987 any person contravening any prohibitory orders passed in this regard shall be punishable with imprisonment, which may extend to 3 months or with fine which extend to Rs. 500/- or with both.
31. S.V.Vedic University, Tirupati shall not be making any over time payment to the staff supplied by the contractor for the purpose to S.V.Vedic University, Tirupati.
32. S.V.Vedic University, Tirupati will insist payment of wages to the staff supplied by the contractor to be paid on or before 7th of the succeeding month. In case of delay, the reason for such delay has to be apprised to the satisfaction of the Registrar.
33. The S.V.Vedic University, Tirupati reserves the right to terminate/amend/modify the contract without assigning any reason or advance notice to the tenderer. Similarly, the terms of the tender may be amended/modified by S.V.Vedic University, Tirupati, if necessary, to ensure competitiveness and quality of service. The terms and conditions of the contract including tender rules specified in the tender document.
34. The S.V.Vedic University, Tirupati reserves the right to add/deleted/change/modify any or all the condition mentioned in the tender schedule and the in addition/deletion/changes/ modification can also be incorporated in the agreement to be entered in to the notice inviting tender or in the tender schedule and further if required the same can be incorporated in a form of **codicil** as the case may be and the same will be binding on the contract without any recourse.
1. If the tenderer, in the opinion of S.V.Vedic University, Tirupati fails or neglects to be complied with any of the terms and conditions of the contract or with any orders issued, then in such a case, the S.V.Vedic University, Tirupati shall without prejudice to any other right or remedies under this contract as a right and be entitled to cancel the contract without prejudice to any other right or remedies under this contract as a right and be entitled to cancel the contract by giving a notice in writing to contractor without being liable to pay any compensation for such cancellation.
 2. The agencies /Firms who apply for pre- qualification documents have to furnish the declaration that **“they have not been black listed in any organization”**. Any wrong declaration in this regard which comes to the notice at a later date will disqualify them from tendering in future in S.V.Vedic University, Tirupati and the tenders so received shall be automatically rejected.
35. **Force Majeure:** of, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commition, sabotage, fires, floods, explosions epidemics, quarantine retrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event by entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end

or cease to exist, and the decision of the S.V. Vedic University, Tirupati as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or party of any obligation under this contract is prevented or deleted by reasons of any such event for a period exceeding 60 days, either party may, as its option, terminate the contract.

36. **Action where no specification:-** In the case of any class of specifications or class of work of which there is no mention in the specifications or in the terms and conditions, such specifications shall be carried out in accordance with the instructions and requirement of S.V.Vedic University.
1. In the case of failure by the manpower agency to provide the manpower within the period specified the Registrar, or any other Officer authorized by him shall have the powers to reject such contract and to engage any other manpower agency and excess of cost so incurred by the concerned officer, S.V.Vedic University, Tirupati, over the contract price together with all charges and expenses attached to the provision of service shall be recoverable from the tenderer.
 2. The intending tendereres should submit the tender duly signed in each and every page and should also mention that the conditions of the tender are thoroughly studied by the tenderer and tenderer is agreeing to the conditions. Otherwise the tender will not be accepted.
 3. **Qualification and experience of the outsourcing personal shall be as mentioned in the Tender, S.V.Vedic University, Tirupati at its discretion programmer from those personnel produced before S.V.Vedic University, Tirupati by the tenderer as per the qualifications and experience mentioned and in this regard the decision of the committee and S.V.Vedic University, Tirupati shall be final and binding on the tenderer without any recourse.**
 4. The tenderer shall quote in the given price Schedule only, and any other details cannot be appended.
37. The successful Tenderer has to enter into an agreement within (7) seven days of intimation, on Non-judicial stamp paper of Rs. 100/- duly paying the security deposit as specified in the tender schedule.
- a. In the event of any breach of agreement at any time by the contractor, the Contract will be terminated by the concerned officer S.V.Vedic University, Tirupati without any compensation payable to the contractor. The contract may also be put to an end at any time by the officer concerned, S.V.Vedic University, Tirupati on (7) Seven days notice to the contractor. Further any dispute arising will be subject to the jurisdiction of Tirupati only.
38. The tenderer for the sake of uniform comparison should not add any condition and such of those tenders, which stipulate any condition, are liable for rejection.
39. During the period of the contract, the prevailing Income Tax (inclusive of surcharge on IT), Education Cess on IT and taxes as applicable from time to time will be deducted from the gross payment of each bill of the contract.
40. S.V.Vedic University, Tirupati reserves the right to reject any tender or any items in the tender or all the tenders without assigning any reason therefore.
41. S.V.Vedic University, 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 Registrar, S.V.Vedic University, Tirupati is final and binding on the tenders without any recourse.
42. It is specifically accepted by the Tenderer/contractor that no employee of the Tenderer/Contractor shall under no circumstances be treated or deemed to be an "Employee" of S.V.Vedic University, Tirupati and S.V.Vedic University, Tirupati shall not

have or be asked to or expected to accept or accepted any responsibility or liabilities as an "Employee" to any of the employees of the Tenderer/contractor for the reason of making any payment continuously or extending any facility under this contract. There shall be no relationship of employer and employee between the S.V. Vedic University and personnel of Agency / Society.

- a. Negotiations will not be made with all the tenderers. In case of necessity in this regard the decision of committee if applicable or the decision of the Registrar S.V.Vedic University, Tirupati shall be final and binding on the suppliers without any recourse.

Place:

Date:

Signature of the Tenderer

PRICE BID

S. No	Particulars	Basic	VDA	Total (3+4)	EPF(ER) 13.16% on (5)	ESI(ER) 4.75% on (5)	Total (5+6+7)	GST 18% on (8)	Gross (8+9)	Service charge	IT 2% (on 8)	Net Pay (10+11-12)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
01.	Cook	8079	3591	11670	1536	554	13760	2477	16237	As quoted by the agency	275	
02.	Asst. Cook	6579	2929	9508	1251	452	11211	2018	13229		224	

Note:

		Cook	Asst. Cook
A.	EPFO Employee share of 12%	: 1400	1141
B.	EPFO Employer share of 13.16%	: 1536	1251
1		: 2936	2392
A.	ESI Employee share of 1.75%	: 204	166
B.	ESI Employer share of 4.75%	: 554	452
1		: 758	618

Note:

- The Basic, VDA & other deductions will be as per the relevant GO's in force.
- Six cooks and six Asst. Cooks shall be supplied by the tenderer.
- Employee's share & Employer's share towards EPFO and ESI are to be deducted from the wages and to be deposited to the respective heads of the EPF & ESI, (Proof to be produced).
- GST to be paid to the concerned department by the agency directly and to submit challan & other remittance particulars (Proof to be produced).
- The tenderer is expected to quote the "Service charge" only in Indian rupees per month per each category.

S. No.	Particulars	Service Charge	
		In Rupees	In words
01.	Cooks		
02.	Asst. cooks		

Signature of the tenderer