

**TENDER COST: Rs.580/-**

<b>App. No.</b>	<b>File Rc.No.6933/2007/TWI</b>
<b>Subject</b>	<b>Supply of outsourcing personnel (experienced motor vehicle drivers) under rate contract to VUDA for a period of One Year from 01-01-2014 to 31-12-2014.</b>
<b>Name of the party in whose favour the Tender form has been issued</b>	

<b>Date of Supply of Tender Schedules by VUDA Date: 18-12-2013</b>	<b>Date of tender closing Dt. 27-12-2013 - 3.00 PM</b>	<b>Date of Tender opening on: Dt. 27-12-2013 – 5.00 PM</b>
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**(Forwarding Letter/Undertaking)**

**The Vice-Chairman,  
Urban Development Authority,  
Visakhapatnam.  
Andhra Pradesh.**

Dear Sir,

1. I/We hereby submit our documents for the above tender for Supply of Drivers on outsourcing basis for a period of year.
2. I/We enclose herewith the Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs.7,700/- drawn in favour of “Vice Chairman, VUDA, Visakhapatnam” towards EMD/Bid Security. (Tender not accompanied with EMD/Bid Security along with Techno Commercial Bid (Part-I) shall be summarily rejected).
3. I/We have gone through all terms and conditions of this tender before submitting the same and agree to all the terms and conditions, stipulated by VUDA, in this connection.
4. I/We have noted that over written entries shall be deleted and any connections at re-written entries are to be initiated properly.
5. Tender shall be duly signed (No thumb impression should be affixed) by the proprietor/authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within 7 days from the issue of the letter of acceptance/offer, failing which my/our security money deposit will be forfeited and our/my name may be removed from the list of outsourcing supply contractors / firms at the VUDA, Udyog Bhavan Complex, Siripuram, Visakhapatnam-03

**Note:**

- All terms and conditions such as statutory liabilities, taxes etc, have been indicated in the quotations failing which it will be presumed that the rates are inclusive of all taxes and other terms and conditions are also as per requirements of VUDA.
- Schedule-A and Price bid duly signed and placed in separate sealed cover shall be submitted along with tender documents sealed cover failing which the tender shall be rejected.

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## INSTRUCTIONS TO BIDDERS

### 1. General:-

- 1.1 The Tender / Bid shall be submitted under two cover system i.e., first cover containing Technical Bid i.e. Tender Schedule along with necessary certificates / enclosures and the second cover shall contain schedule – A and Financial Bid both placed another cover and sealed.
- 1.2 The present tender is being invited for efficient motor vehicle driving personnel under which the service provider shall provide a zero tolerance and comprehensive Motor vehicle driving operations service and to maintain discipline for discharge of the responsibilities of a public service organization. This would involve deployment and control of trained manpower and any unforeseen requirement that may become necessary to provide Motor vehicle driving operations service. This particular tender covers the scope of work mentioned in Schedule – A.

### 2.0 Eligibility Criteria:- The Agency / Tenderer

- 2.1 : i) Should have provided similar kind of service/supply of outsourcing personnel (experienced motor vehicle drivers) for at least three to five consecutive years in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Local Bodies/Municipalities of State Government.
- ii) Annual turnover (Average) should be of minimum Rs.5.00 Lakhs (Rupees Five Lakhs only) during the last three financial years same should be certified by the Chartered Accountant or income tax clearance certificate.
- iii) Should be registered under the Contract Labour (Regulation and Abolition) Act. 1970 and the same should be in live.
- iv) Preference will be given to those Tenderers / Agencies having valid ISO 90001-2008 certification in the respective field and the same should be in live.
- 2.2. I. Work executed should be in the name of Tenderer/Agency as single entity or any individual.
- II. In case the completed work in regard with experience, is of composite nature including Motor vehicle driving operations service, specific break up of financial involvement in respect of Motor vehicle driving operations service shall be considered for evaluation of tenders and that component work order with a wetted / experience shown.
- III. Similar nature of work shall mean supply of outsourcing personnel (experienced motor vehicle drivers) service only taken into consideration.
- IV. The Experience Certificate in respect of Similar nature of work executed shall be signed by Competent Authority. The Certificate enclosed without the signature of Authorized signatory of the respective Organization / Institution / Department will not be considered.

### 3. General Instructions:-

- 3 The Vice Chairman, VUDA reserves the right to cancel or alter or postpone the tenders at any time.
- 3.0 The Vice Chairman, VUDA reserves the right to increase or decrease number of persons to be supplied by the bidder in one week time in any category.
- 3.1 In case of partnership, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory of the bid to act on behalf of each member of the partnership.
- 1.2 (a) Memorandum of understanding/partnership deed shall be provided in case of Company / Firm or Agencies having more partners.

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- (b) One of the members of the partnership, to be nominated as in charge and this authorization shall be covered in the shape of power of Attorney signed by the legally authorized signatories of all members of partnership firm. Managing Director can authorize any person/authorized signatory.
- 3.3 Bidder shall submit a copy of PAN Card No. under the Income Tax Act and Income Tax clearance certificate.
- 3.4 Bidder must submit copies of all documents required, duly self attested, along with technical bid.
- 3.5 Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price quoted will not include any such amount. If the Visakhapatnam Urban Development Authority subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliance and declare any contract if already awarded to the bidder null and void.
- 3.6 Canvassing or offering of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures as per relevant Rules.
- 3.7 No request for change of name by the tenderer once sealed bids are received, shall be entertained.
4. **One Bid per Bidder:-** Each bidder shall submit only one tender schedule either by himself or as a partner in firm. If a bidder or if any of the partners in a firm participate in more than one bid, such bid or bids are liable to be rejected.
5. **Cost of Bid:-** The bidder shall bear all costs associated with the preparation, methodology study and submission of his bid and the Institute in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
6. **Visit to Department:-** The bidder is required to supply experienced (3 to 5 years) Drivers to VUDA as per scope of work and is advised to visit and acquaint themselves with the operational system. The costs of such visit and survey shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the work site and is aware of the operational conditions prior to the submission of the tender documents.
7. **Tender Documents:-**
- 7.1 The tender document comprises of:  
Technical Bid Sealed cover:  
a. Notice of invitation of Tender.  
b. Terms and Conditions  
c. Check list for technical evaluation (I).  
d. Undertaking / Fidelity Bond.  
e. Form of Bank Guarantee for bid security.  
f. Form of Bank Guarantee of Performance Bank Guarantee.  
Financial Bid Sealed cover:  
a. Schedule – A  
b. Price Bid for supply of outsourcing personnel (experienced motor vehicle drivers).

7.1.2 The bidder is expected to examine all instructions, Forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

**7.2 Clarification of tender document:-**

7.2.1 The bidder shall furnish and index of all documents enclosed with the bid and shall check the pages of all documents against page number given in indexes and in the event of discovery of any discrepancy or missing pages the bidder shall inform the office of the Secretary/ Authorized officer, Visakhapatnam Urban Development Authority before submitting his/her bid.

7.2.2(a) If the information sought in evaluation of Tender is in a huge document, the tenderer / bidder should highlight the required information.

7.2.2(b) In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification during the office hours. Any such clarification if agreed to by Visakhapatnam Urban Development Authority would be issued as addendum to the tender document on the Visakhapatnam Urban Development Authority web site only and issued bid document shall stand corrected / detailed to that extent.

7.2.3 Except for any such written clarification by the VUDA which is expressly stated to be an addendum to the tender document issued by the office of the VUDA, Visakhapatnam, or downloaded from the VUDA website enclosed with cost of tender schedule no written or oral communication, presentation or explanation by any other employee of the department shall be taken to bind or fetter the VUDA under the contract.

**8. Preparation of Bids**

8.1 **Language:-** Bids and all accompanying documents shall be in English or Telugu. In case any accompanying document is in other language, it shall be accompanied by an English translation and attested by competent authority. The English version shall prevail in matters of interpretation.

8.2 **Documents comprising the bid:-** Tender document issued for the purpose of tendering as described in clause 7.1 and any amendments issued shall be deemed as incorporated in the bid.

8.2.1 The bidder shall, on or before the time and date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the tender. Technical Bid and Financial Bid. The Financial Bid cover and Technical Bid sealed covers are to be placed in another sealed cover with name of bidder / Agency.

8.2.2 One copy of the tender document and addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3 (i) The bidder shall deposit bid Security i.e. Earnest Money Deposit (EMD) for an amount of Rs.7,700/- (Rupees Seven Thousand Seven Hundred only) in lump sum in the shape of Demand Draft from any Nationalized Bank in favour of the Vice Chairman, VUDA, Visakhapatnam along with the tender document. The bid security shall remain valid for a period of one year after award of contract.

(ii) Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity including extension of validity, if any, and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.

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- 8.2.4 EMD in any other form other than DD or amount less than Rs.7,700/- shall render the bid liable for outright rejection.
- 8.2.5 The bid shall be addressed to the Vice Chairman, VUDA and submitted in the office of VUDA, Visakhapatnam up to 3.00 PM on 04-12-2013.
- 8.2.6 The bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in clause.2.3.(a)(b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of outsourcing personnel (experienced motor vehicle drivers).
- 8.3 Bid Prices:-**
- 8.3.1 Bidder shall quote as per the limits prescribed in the financial bid for supply of outsourcing personnel (experienced motor vehicle drivers) service at Visakhapatnam Urban Development Authority in Indian Rupees for the entire contract on a “single responsibility” basis such that the quoted price covers Service Provider’s all obligations mentioned in or to be reasonably inferred from the tender document in respect of supply of outsourcing personnel (experienced motor vehicle drivers) service at the VUDA. This should include all the expenses towards cost of labour, uniform & identity cards of personnel deployed by the Service Provider and all other statutory liabilities like minimum wages as fixed by under the Contract Labour (Regulation and Abolition) Act.1970 and under the Minimum Wages Act, 1948, ESI, EPF contributions, service charges of the agency and all kinds of statutory taxes etc.
- 8.3.2 The bidder shall have to quote % excess over rates mentioned in schedule-A. Less percentage below 0% and excess percentage over 5% will be summarily rejected.
- 8.3.3 The bidder while quoting rate shall take into account the minimum manpower mentioned in clause No. 20 (g) of terms and conditions of the tender document.
- 8.3.4 The rate offered in the Schedule-A is inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirement are liable to be rejected.
- 8.3.5 Conditional bids/offers will be summarily rejected.
- 8.4 **Form of Bid:-** The form of bid shall complete in all respects and should be duly signed and stamped by an authorized and empowered representatives of the bidder. If the bidder comprises a partnership firm, bid shall be signed by a duly authorized representative. Relevant power of attorney shall be attached.
- 8.5 **Currencies of bid and payment:-**
- 8.5.1 The bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 8.6. **Duration of contract:-** The Contract shall be valid initially for one year and extendable by one year subject to satisfactory performance (as mentioned in notice) and the Vice Chairman, VUDA reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years after stipulated period of completion of one year.
- 8.7. **Bid Security:-**
- 8.7.1 (i) The Contractor shall deposit bid security (Earnest Money Deposit) for an amount of Rs.7,700/- (Rupees Seven Thousand Seven Hundred only) in the shape of Demand Draft of Nationalized Bank in favour of the Vice Chairman, VUDA, along with the tender document. Bid document not accompanied by bid security i.e. EMD in the form specified shall be summarily rejected.

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- (ii) Period for which the offer will remain valid: The tendering agencies/bidders should keep their offers valid for acceptance for a period of four months (120 days) from the date of the opening of technical bids. In the event that the day up to which the offer is to remain open is declared holiday for the VUDA, the offer shall remain valid for the following day. The VUDA has option to request to extend the validity of bids beyond the above mentioned period, for which the bidder has the option to agree.
- 8.7.2 Bid security of the successful bidder will be returned after concluding agreement and furnishing security deposit including bid security in the shape of Demand Draft.
- 8.7.3 Bid security shall be forfeited if the bidder withdraws or modifies his bid during the period of tender validity.
- 8.7.4 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Bank Guarantee within the time frame specified by the department.
- 8.8 **Format and signing of bid:-**
- 8.8.1 The bidder / agency shall submit only one tender document with each page of the document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 8.8.2 The documents comprising the bid shall be typed or written with ball point pen and all pages of the bid shall be signed by authorized person only on behalf of the bidder.
- 8.8.3 The bid shall contain no alterations, omission or additions except those to comply with instructions issued by the department, or are necessary to correct errors made by the bidder, in which case such corrections shall be signed in full and dated by authorized person only on behalf of the bidder.
- 9. Submission of bids:-**
- 9.1.1 The bidder shall submit the technical bid and price bid in separate sealed covers duly super scribed and two sealed covers are to be placed in a big sealed cover which should also be duly super scribed with name of work, name of firm and date of opening of bid.
- 9.1.2 The sealed cover of technical bid should consist of the following documents:-
- (a) Bid security (Earnest Money Deposit) for an amount of Rs.7,700/- (Rupees Seven Thousand Seven Hundred only) in the shape of Demand Draft of Nationalized Bank in favour of the Vice-Chairman, VUDA.
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office and Residential address and office telephone numbers, Fax No. whether the tenderer is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also.
- (c) Attested (Gazetted Officer) Xerox copies of Driving license and other identification documents available of the Motor vehicle Drivers proposed to be engaged to VUDA.
- (d) Self attested copy of PAN No.
- (e) Self attested copy of service tax registration number.
- (f) Self attested copy of valid registration No./Incorporation document of the Agency/Firm.
- (g) Self attested copy of valid provident fund registration number.
- (h) Self attested copy of valid ESI registration number.
- (i) Proof of average annual turnover as stated in clause 2.1 (ii) supported by audited Balance Sheets/certification of Chartered Accountant.
- (j) Proof of experience as stated in Clause 2.3 (a), (b) & (c) supported by documents from the respective organizations.
- (k) License under the Contract Labour ( Regulation and Abolition ) Act 1970

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- (l) Complete tender document with all required document copies duly filled and signed.  
**Note:** Unnecessary documents other than specified above shall not be enclosed with Technical Bid for speedy evaluation of tenders.
- 9.1.3. The sealed cover of Price bid should contain Schedule – A and Price Bid in original.
- 9.1.4. All the sealed covers shall be addressed to the Vice Chairman, VUDA, Visakhapatnam and will be put in the tender box which is available in the Secretary / Authorized officer, VUDA, UB complex, Siripuram, Visakhapatnam - 530 003.
- 9.1.5. The tender shall remain valid and open for acceptance for a period of Four months (120 days) from the last date of submission of tender.

## **9.2 Late and delayed tenders:-**

- 9.2.1 Bids must be received in the VUDA at the address specified above not later than the date and time stipulated in the NIT. VUDA has all rights to cancel or may at its discretion, extend the deadline for submission of bids and the bidder shall adhere to the same.
- 9.2.2 Any bid received by the department after the deadline for submission of bids, will be summarily rejected and no correspondence will be entertained.

## **10.1 Bid opening and evaluation:-**

- 10.1.1 The Tendering Authority, VUDA will open the technical bids in the presence of the bidders or of their representatives who are present at that time and place.
- 10.1.2 The bid of any bidder who does not meet the eligibility criteria and/or has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected. Technical evaluation of only eligible bids will be carried out.
- 10.1.3 Incomplete/conditional bids will be summarily rejected.

## **10.2 Right to accept any bid and to reject any or all bids:-**

- 10.2.1 VUDA is not bound to accept any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2 VUDA may reject/terminate the bid/contract if it is found that the contractor is black listed on previous occasions by any of the Departments/Institutions/ Local Bodies/Municipalities/Public Sector Undertaking etc.
- 10.2.3 VUDA may reject the bid in the event that if the bid is accepted but the successful bidder fails to furnish the Performance Bank Guarantee or fails to execute the contract agreement. In such an eventuality, EMD will be forfeited.

## **11.1 Award to contract:-**

- 11.1.1 VUDA will award the contract to the successful bidder after technical evaluation, whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2 VUDA will communicate the successful bidder by letter through Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which the VUDA will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3 The successful bidder will be required to execute an agreement within a period of 7 days from the date issue of Letter of Award. However the work of supply of outsourcing personnel (experienced motor vehicle drivers) services shall be commenced immediately.
- 11.1.4 The successful bidder should submit security deposit including EMD at 2.50% of the tender value and conclude agreement within 7 days from the issue of letter of award. The awardee should submit the ‘Fidelity Bond’ through an insurance company for a period of three months wages at the time of concluding agreement. If the bidder fails to conclude agreement within stipulated time his EMD will be forfeited.

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11.1.5 (i) The wages payable to the Motor vehicle drivers after statutory recoveries are as detailed below.

Sl. No.	Category	Wage	Contribution towards		Minimum wage
			PF @ 12.00%	ESI @ 1.75%	
01.	Motor vehicle Drivers	8000.00	960.00	140.00	6900.00

- (ii) All Motor vehicle drivers shall wear white tidy uniform and with proper behavior, politeness and respect the officers using the vehicles. The Drivers shall be familiar with Telugu Language and preference will be given to the English knowing personnel. Minimum education of the driver shall be SSC or equivalent.
- (iii) The bidder shall deduct Employee PF & ESI contributions as mentioned above and the bidder shall remit EPF @25.61% and ESI @6.50% to the respective organizations and submit the receipts to VUDA for reimbursement of 13.61% employers contribution to the EPF and 4.75% employers contribution to the ESIC. The employer's contribution will be released along with subsequent months bill payment. Service Tax contribution will be released after submission of Service Tax payment voucher to VUDA.

11.1.6 The Bidder shall invariably adopt and adhere any new technology introduced by VUDA in regard with good governance of VUDA properties and duties.

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Affix duly  
Attested P.P.  
size recent  
photograph of  
the prospective  
bidder

**ANNEXURE-I**  
**VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY**  
**No. 6933/2007/T.W.I Dated: -11-2013**

**TENDER FORM FOR SUPPLY OF MOTOR VEHICLE DRIVERS ON OUTSOURCING  
BASIS FOR ONE YEAR FROM 01-12-2013 TO 30-11-2014 TO VISAKHAPATNAM URBAN  
DEVELOPMENT AUTHORITY, ANDHRA PRADESH**

1. Cost of tender: :Rs. 580/- (500+80) (Rs. Five hundred Eighty only)
2. Due date for tender submission : \_\_\_\_\_
3. Opening time and date of tender : \_\_\_\_\_
4. Name, address of firm/Agency : \_\_\_\_\_  
With Tel. No. & fax No. : \_\_\_\_\_
5. Registration No. of the firm/Agency : \_\_\_\_\_
6. Name, Designation, address and Tel : \_\_\_\_\_  
No. & fax No. of authorized person : \_\_\_\_\_  
of firm/Agency to deal with. \_\_\_\_\_
7. Please specify as to whether tenderer : \_\_\_\_\_  
is sole proprietor/Partnership firm. \_\_\_\_\_  
Name and address and tel No. & fax : \_\_\_\_\_  
No. of directors partners should : \_\_\_\_\_  
Specified. \_\_\_\_\_
8. Copy of PAN card issued by Income : \_\_\_\_\_  
Tax Deptt. and copy of previous : \_\_\_\_\_  
Financial year's Income Tax Return : \_\_\_\_\_
9. Provident Fund Code No. : \_\_\_\_\_  
along with proof
10. ESI Code/Service. Tax. No : \_\_\_\_\_  
along with proof
11. Licence number under Contract : \_\_\_\_\_  
Labour (Regulation & Abolition) : \_\_\_\_\_  
Act, 1970, Govt. of A.P.
12. Details of Bid Security Deposit : \_\_\_\_\_  
(a) Amount : \_\_\_\_\_  
(b) Particulars of Demand Draft : \_\_\_\_\_  
in favour of Vice Chairman, : \_\_\_\_\_  
VUDA, Visakhapatnam. : \_\_\_\_\_  
(c) Date of Issue : \_\_\_\_\_  
(d) Name of Issuing authority : \_\_\_\_\_
13. Any other information : \_\_\_\_\_
14. Declaration by the bidder : \_\_\_\_\_

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

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**ANNEXURE-II**  
**VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY**  
**CHECK LIST FOR TECHNICAL EVALUATION**

Sr. No.	Documents asked for	Page number at which document is placed
1	Bid security (EMD) of Rs.60,000/- (Rupees Sixty Thousand only) in the form of <b>Demand Draft /Bank Guarantee</b> Issued by any Nationalized bank in favour of Vice Chairman, Visakhapatnam Urban Development Authority valid for a period of fifteen months.	
2	One self-attested recent passport size photograph of the authorized person of the firm/agency, with name, designation , address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of directors/Partners also.	
3	Undertaking / Fidelity bond on a stamp paper of Rs. 100/- (Rupees one hundred only) as per format prescribed Through proper Insurance Agency.	
4	Self attested copy of the PAN card issued by the Income Tax Department with copy of Income Tax Return of the last financial year.	
5	Self attested copy of service tax registration No.	
6	Self attested copy of valid registration No. of the firm/agency	
7	Self attested copy of valid Provident Fund Registration number.	
8	Self attested copy of valid licence under the Contract Labour ( Regulation and Abolition ) Act 1970 issued from Andhra Pradesh.	
9	Proof of experiences as specified in clause 2.3 of NIT along with satisfactory performance certificates from the previous employers.	
10	Annual returns of previous three years supported by audited balance sheet/certification of Chartered Accountant (clause 2.1 (ii)of NIT)	
11	Manpower on Roll (EPF/ESI return sheet for supply of outsourcing personnel (experienced motor vehicle drivers) and salary statement for other staff to be enclosed)	
12	ISO Certification of the firm (Yes/No)	
13	Any other documents, if required	

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**ANNEXURE-III**  
**(ON A STAMP PAPER OF RS. 100/-)**  
**UNDERTAKING (FIDELITY BOND)**

**To**  
**The Vice-Chairman,**  
**Urban Development Authority,**  
**Visakhapatnam.**

Name of the firm/Agency \_\_\_\_\_

Name of the tender \_\_\_\_\_ due date: \_\_\_\_\_

Sir,

1. I/we hereby agree to abide by all terms and conditions laid down in tender document
2. This is to certify that I/We before signing this bid have read and fully understood all terms and conditions and instructions contained therein and undertake myself/ourselves is abide by the said terms and conditions
3. I/We abide by the provisions of Minimum wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Labour Department/D.C. Rates (which ever is higher) as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide outsourcing personnel (experienced motor vehicle drivers) as per the Roster Sheet enclosed with the tender document.
5. I/We do hereby undertake that complete supply of outsourcing personnel (experienced motor vehicle drivers) service in the Visakhapatnam Urban Development Authority office premises as per scope of work shall be ensured by our agency, as well as any other point considered by our agency. Our supply of outsourcing personnel (experienced motor vehicle drivers) shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rupees. \_\_\_\_\_ (amount equaled to three months service bill). The insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft/damage , if any, shall be recoverable from me/us through fidelity bond.

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**ANNEXURE-IV**  
**FORM OF BANK GUARANTEE FOR BID SECURITY**  
**(Refer clause No. 8.7.1 of the NIT)**  
**(To be stamped in accordance with Stamps Act of India)**

Know all men by these present that we \_\_\_\_\_ (Name and address of Bank,) having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound up to Vice Chairman, VUDA, Visakhapatnam (hereinafter called “the Department”) in sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said employer, the Bank binds himself, his successors and assigns by these present.

WHEREAS \_\_\_\_\_ (Name of the Bidder) (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ for providing security services (hereinafter called “the Bid”).

WHEREAS THE Bidder is required to furnish a Bank Guarantee for the some of Rs. \_\_\_\_\_ (amount in figure and words) as Performance Bank Guarantee against the Bidder’s offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of the Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained. We further agree as follows:-

1. That the department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add there to any further conditions as may be mutually agreed upon between the department and the bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - a. The bidder, in case the bid is accepted by the department, executes a formal agreement after furnishing the performance guarantee of a scheduled commercial bank based in India.
  - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the as may be, whichever is later.
4. That the expression “the Bidder” and “the Bank herein used shall, unless such an interpretation is repugnant to the subject or context, including their respective successors and assigns.

The conditions of this obligation are:

- (i) If the bidder withdraws his bid during the period of tender validity specified in the Form of tender or
- (ii) If the bidder refuses to accept the corrections of errors in his bid or
- (iii) If the bidder having been notified of the acceptance of his bid by the department during the period of tender validity and (a) fails or refuses to furnish them performance guarantee and /or(b) fails or refuses to enter into a contract within time limit specified in para of the NIT.

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- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in any government or in any other State Government/Union Government We undertake to pay to the department upto the above amount upon receipt of his first written demand, without the department having to substantiate his demand provided that in his demand the department will note that the amount claimed (i), (ii), (iii) (a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized official of the Bank

Name of Official \_\_\_\_\_

Designation \_\_\_\_\_

ID No. \_\_\_\_\_

Stamp/Seal of Bank

Name of Witness

Address of Witness

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## ANNEXURE-V

### FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11,14 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. This deed of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and the Vice-Chairman, Visakhapatnam Urban Development Authority, Andhra Pradesh (hereinafter called the "Department") of the other part.
2. WHEREAS VUDA has awarded the contract for supply of outsourcing personnel (experienced motor vehicle drivers) for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the service provider) (hereinafter called the "service provider").
3. AND WHEREAS THE service provider is bound by the said contract to submit to the Employer Performance Bank Guarantee for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as sated above.
5. After the service provider has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damages resulting from any defects or shortcomings of the Contract or the debts he may incurred to any parties involved in the Works under the contract mentioned above, whether these defects or shortcoming or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the service provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service provider. The Bank shall pay to the department any money so demanded notwithstanding any dispute/disputes raised by the service provider in any suit or proceedings pending before any court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ month form the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the service provider or if the service provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the service provider.

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8. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the service provider.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “the Department”, “the Bank” and “the Service provider” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) being herewith duly authorized. For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

**Witness-I**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Witness-I**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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VISAKHAPATNAM

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## FINANCIAL BID

Name of work: **Supply of outsourcing personnel (experienced motor vehicle drivers) under rate contract to VUDA for a period of One Year from 01-01-2014 to 31-12-2014.**

\* \* \*

Estimate Contract Value : **Rs.7,68,000/-**

I/We \_\_\_\_\_, do hereby express willingness to execute the aforesaid work as per the conditions, standards, specifications, Rules, Regulations etc. stipulated in the Tender schedule at an overall Tender **(In words \_\_\_\_\_)** at Estimated Contract value.

The Tendered cost of the work is **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)**

If there is discrepancy in expressing tender percentage in Figures or Words whichever is less will be taken in to consideration and if excess or less is not mentioned, the less will be taken in to consideration.

- Strike out whichever is not applicable.

SECRETARY,  
URBAN DEVELOPMENT AUTHORITY  
VISA KHAPATNAM

CONTRACTOR.