

TENDER COST: Rs. 2,000/-

**OFFICE OF THE VICE-CHAIRMAN,
Visakhapatnam Urban Development Authority, Visakhapatnam
(Forwarding Letter/Undertaking)
(SCHEDULE-‘A’)**

Sr. No. of Tender	
File No.	No. Security 14796/08/UFD/M1
Subject	For providing Security Services for two years at Urban Development Authority, Visakhapatnam, Andhra Pradesh
Name of the party in whose favour the Tender form has been issued	

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

(SEAL OF THE OFFICER)

Dear sir,

1. I/We hereby submit our documents against the above tender for deployment of security agency for providing security services for two years at Urban Development Authority, Visakhapatnam.
2. I/We now enclosing herewith the FDR/Bank Guarantee/Term Deposit Receipt _____ dated _____ for Rs. 15 Lakhs drawn in favour of the “Vice Chairman, Visakhapatnam Urban Development Authority, Visakhapatnam” towards EMD/Bid Security. (Tender not accompanied with EMD/Bid Security alongwith 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 agreed to all the terms and conditions, stipulated by the Urban Development Authority, Visakhapatnam in this connection.
4. I/We have noted that over written entries shall be deleted unless cut & re-written entries are duly initialed.
5. Tender is 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 our/my security money deposited maybe forfeited and our/my name may be removed from the list of contractors at the Visakhapatnam Urban Development Authority, 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 your requirements.
- The forwarding letter/schedule-A duly signed, as required, form part of the tender shall be submitted alongwith tender documents failing, which the tender shall be rejected.

Yours Sincerely,

**Signature with rubber stamp
of Tenderer with full Address**

1. WITNESS WITH FULL ADDRESS & PHONE NO.

2.

3.

VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY
Udyog Bhavan Complex, Siripuram Junction, Visakhapatnam.

NOTICE INVITING TENDER

Rc.No. 14796/08/UFD/M1,

Dated : 07-06-2012

Sealed tenders are invited under Two-Cover system (Technical Bid & Financial Bid) from reputed Security Agencies having capacity to provide Integrated Security Services with required number of uniformed and trained manpower along with necessary equipment for maintaining the security at various places within the jurisdiction of VUDA for a period of two years.

Name of work	Cost of Tender Schedule along with Terms & Conditions (Non-refundable)	EMD/ Bid Security	Last Date & Time for receipt of tenders
Deployment of Security Personnel to provide security services at various places within the jurisdiction of VUDA for a period of two years	Rs.2,000/- in the shape of DD drawn in favour of Vice-Chairman, VUDA	Rs.15.00 Lakhs in the shape of DD/Bank Guarantee drawn in favour of Vice-Chairman, VUDA	3.00 PM on 23-6-2012

Tender schedule can be had from VUDA Information Cell, Udyog Bhavan Complex during office hours from 8-6-2012 and up to 2.00 P.M on 22-6-2012. The Tender Schedule is also available on VUDA website (www.vuda.gov.in) and same can be downloaded for submission as prescribed.

Tenders duly enclosing cost of Tender Schedule and EMD as noted above shall be deposited in the Tender Box kept at the Chambers of Secretary, VUDA from 15-6-2012 and up to 3.00 P.M on 23-6-2012 and same will be opened by the Tender Committee on the same day in the presence of tenderers/ their authorized representatives present at 4.00 PM in the Meeting Hall, 3rd Floor, UB Complex, VUDA office at Siripuram.

Vice Chairman i/c
VUDA

INSTRUCTIONS TO BIDDERS

1. General:-

1.1 The present tender is being invited for integrated Security Services under which the service provider shall provide a zero tolerance and comprehensive security system against danger/damage/loss to property/life, criminal activities and to maintain discipline for discharge of the responsibilities of a public service organization. This would involve deployment and control of trained, uniformed manpower, electronic and other surveillance systems and any unforeseen requirement that may become necessary to provide security. The bidder shall provide security of building/s, equipment/s, material/s and staff working at the Visakhapatnam Urban Development Authority, Visakhapatnam. This particular tender covers the scope of work mentioned in Annexure-II.

2. **Eligibility Criteria:-** The eligible Bidders need to fulfill the following:-

2.1

- i. They should be providing similar kind of work for at least five consecutive years in any of the Departments/autonomous Institutions/universities/Public Sector Undertakings of the Governments of India or Public Sector Organization or Local Bodies/Municipalities.
 - ii. Should have an annual average turnover of not less than Rs.10 Crore (Rupees ten crore) during the last three financial years in the books of accounts.
 - iii. Should be registered with register under the Contract Labour (Regulation and Abolition) Act. 1970.
- 2.2 The bidder should possess valid ISO 9001:2008 certificate for management of security services.
- 2.3 The bidder should have the experience of completion of similar works, during last five years, in any of the Departments/autonomous Institutions/universities/Public Sector Undertakings of the Governments of India or Public Sector Organization or Local Bodies/Municipalities as follows:-
- a) Three similar completed works, each, costing not less than the amount equal to 40% of the total annual estimated cost; or
 - b) Two similar completed works, each, costing not less than the amount to equal 50% of the per annum estimated cost; or
 - c) One similar completed work costing not less than the amount equal to 80% of the per annum estimated cost.

Note:-

1. Total estimated cost of the work is Rs. 7.5 lakhs (Rupees Seven Lakhs Fifty Thousand only) per month for tendering purposes..
2. Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
3. In case the completed work were of composite nature (Housekeeping/Facility Management and Security), then specific split up of financial quantum used for security & surveillance system only, shall be considered for which the completion certificate should be unambiguous..
4. Completed work shall mean work under one contract with extension/s. Work considered should either have been completed/concluded or should have been more than one year old live contracts with extension/s, if any. In case of running contract, value of payment received till date of issue of certificate shall be the qualifying amount.
5. Similar nature of work shall mean providing security, surveillance and maintaining disciplined and separation of threats against Assets.

3. General Instructions:-

- 3.1 In the case of partnership, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership.
- 3.2 (a) Memorandum of understanding/partnership deed shall be provided in case the bidder is a partnership.
(b) One of the members of the partnership, to be nominated as in charge and this authorization shall be covered in the 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.
- 3.4 Bidder must submit copies of all documents required, duly self attested, alongwith technical bid or the tender.
- 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 Urban Development Authority, Visakhapatnam subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the bidder null and void.
- 3.6 Canvassing or offer 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 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 provide security services to Institute 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:
 - a. Forwarding letter/undertaking (Schedule- 'A')
 - b. Notice of invitation of Tender.
 - c. Price bid.
 - d. Terms and Conditions
 - e. Tender form of providing security services (Annexure-I)

- f. Check list for technical evaluation (Annexure-III)
- g. Undertaking (Annexure-IV)
- h. Form of Bank Guarantee for bid security (Annexure-V)
- i. Form of Agreement (Annexure-VI)
- j. Form of Bank Guarantee of Performance Bank Guarantee (Annexure-VII)
- k. Price Bid for security services (Annexure-VIII)

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, Viskhapatnam Urban Development Authority, Visakhapatnam before submitting his/her bid.

7.2.2 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 Urban Development Authority, Visakhapatnam would be issued as addendum to the tender document on the Urban Development Authority, Visakhapatnam web site only and issued bid document shall stand corrected/detailed to that extent.

7.2.3 A write up and plans etc. showing the methodology proposed to be adopted by tenderer for administering the comprehensive security/surveillance system as per scope of work. The tenderer should clearly work out performance indicators for monitoring the quality of output. The tenderer can enclose presentations (Hard as well as soft copy) for the proposal.

7.2.4 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 Visakhapatnam Urban Development Authority, Visakhapatnam, 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. 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 date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the tender.

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. 15 Lakhs (Rupees fifteen lakhs only) in lumpsum in the form of FDR/Term Deposit Receipt from a Recognized Bank or Bank Guarantee from a Recognized Bank in an

acceptable form in favour of the Vice Chairman, Visakhapatnam Urban Development Authority, Visakhapatnam along with the tender document. The bid security shall remain valid for a period of one year.

(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.

- 8.2.4 EMD in any other form or the FDR/Term Deposit Receipt for a period less than one year or amount less than Rs. 15,000,00/- shall render the bid liable for outright rejection.
- 8.2.5 The bid shall be addressed to the Vice Chairman, Visakhapatnam Urban Development Authority and submitted in the office of Visakhapatnam Urban Development Authority, Visakhapatnam upto 3.00 PM on 23-06-2012.
- 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 trained man power to provide security services.

8.3 Bid Prices:-

- 8.3.1 Bidder shall quote the monthly lumpsum rates for providing security services at Urban Development Authority, Visakhapatnam 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 Security Services 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 cost, fuel and maintenance of security equipments/vehicles and all kinds of statutory taxes etc.
- 8.3.2 The rates and prices quoted by the bidder shall be exclusive of service tax.
- 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 quoted shall be 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 bidder 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 two years 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 two years.

8.7. Bid Security:-

- 8.7.1 (i) The Contractor shall deposit bid security (Earnest Money Deposit) for an amount of Rs. 15 Lakhs (Rupees fifteen lakhs only) in the form of an account of **Term Deposit Receipt, fixed deposit receipt from a recognized bank, or Bank Guarantee from a recognized bank** in an acceptable form in favour of the Vice Chairman, Urban Development Authority, Visakhapatnam along with the tender document.
- (ii) Period for which the offer will remain valid: The tendering security service providers/bidders should keep their offers valid for acceptance for a period of atleast one year 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 days. 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 document not accompanied by bid security i.e EMD in the form specified at 8.2.3(i) herein shall be rejected.

- 8.7.3 Bid security of the successful bidder shall be returned on receipt of Performance Bank Guarantee by VUDA and after signing the contract agreement.
- 8.7.4 Bid security shall be forfeited if the bidder withdraws or modifies his bid during the period of tender validity.
- 8.7.5 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 shall submit one copy of the tender document, if any, thereto, with each page of this 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 in indelible ink and all pages of the bid shall be signed by a persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 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 initialled/signed and dated by the person or persons signing the bid.

9. Submission of bids:-

- 9.1.1 The bidder shall submit the technical bid and price bid in separate sealed envelopes cover duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with name of work, name of firm and date of opening of bid. The Second cover containing the financial Bid will be opened of only those tenderers who are qualified technical 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. 15 Lakhs (Rupees fifteen lakhs only) in the form of an Account Term Deposit Receipt, Fixed Deposit Receipt from a recognized bank , or Bank Guarantee from a recognized bank in an acceptable form in favour of the Vice-Chairman, Urban Development Authority, Visakhapatnam.
- (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) Self attested copy of PAN No.
 - (d) Self attested copy of service tax registration number.
 - (e) Self attested copy of valid registration No./Incorporation document of the Agency/Firm.
 - (f) Self attested copy of valid provident fund registration number.
 - (g) Self attested copy of valid ESI registration number.
 - (h) Proof of average annual turnover as stated in clause 2.1 (ii) supported by audited Balance Sheets/certification of Chartered Accountant.
 - (i) Proof of experience as stated in Clause 2.3 (a), (b) & (c) supported by documents from the concerned organization.
 - (j) License under the Contract Labour (Regulation and Abolition) Act 1970
 - (k) Complete tender document with all annexure duly filled and signed.(EXCEPT ANNEXURE-VIII which is NOT to be enclosed with the technical bid.)
- 9.1.3. The sealed cover of Price bid should contain Annexure-VIII i.e. Price Bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.
- 9.1.4. All the sealed covers shall be addressed to the Vice Chairman, Visakhapatnam Urban Development Authority, Visakhapatnam and will be put in the tender box which is available in the Secretary / Authorized officer, Visakhapatnam Urban Development Authority, Visakhapatnam.
- 9.1.5. The tender shall remain valid and open for acceptance for a period of one year from the last date of submission of tender.

Vice Chairman, VUDA, Udyog Bhavan complex, Siripuram, Visakhapatnam-3

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. The VUDA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the VUDA and the bidder will be the same.
- 9.2.2 Any bid received by the department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid opening and evaluation:-

- 10.1.1 The authorized representatives of the VUDA will open the technical bids in the presence of the bidders or of their representatives who may choose to attend at the appointed place and time.
- 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 at the sole discretion of the VUDA. Technical evaluation of only eligible bids shall be carried out.
- 10.1.3 Incomplete/conditional bids will also be summarily rejected.

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

- 10.2.1 The Urban Development Authority, Visakhapatnam is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2 The Urban Development Authority, Visakhapatnam 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 The 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, Earnest Money Deposited shall stand forfeited.

11.1. Award to contract:-

- 11.1.1 The Urban Development Authority, Visakhapatnam will award the contract to the successful bidder after 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 The Urban Development Authority, Visakhapatnam will communicate the successful bidder by letter transmitted by 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 in the form specified in Annexure-VI within a period of 15 days from the date issue of Letter of Award. But before the work is taken up for execution.
- 11.1.4 The successful bidder should submit the Performance Bank Guarantee @ 10% (ten percent) of estimate cost Rs. 0.09 crores (approximate) for two years mentioned in the Notice Inviting Tender and agreement within 15 days from the issue of letter of award. The awardee should submit the ‘Fidelity Bond’ through an insurance company for a period of three month wages failing which his bid security will be forfeited. The execution of work will be started after receipt of the Performance Bank Guarantee, Agreement and Fidelity Bond.

TERMS AND CONDITIONS OF SECURITY CONTRACT

1. The work shall be executed as per the scope of work defined in Annexure-II of this document.
2. (i) The service provider shall be responsible for the safety and security of all property and equipments of the Urban Development Authority, Visakhapatnam entrusted to it.

(ii) Adequate supervision by deploying supervisors as per under the Contract Labour (Regulation and Abolition) Act 1970 /need of the Institute shall be provided to ensure optimal performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties (represented by authorized persons). In order to exercise effective control & supervision over the staff of the service provider deployed, the supervisory staff will patrol their areas of responsibility.
3. The staff engaged by the service provider shall be available at all the times as per their duty roster and shall provide a copy of the same to the Secretary / Authorized officer of the concerned area and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Vice Chairman/authorized officer at the respective area of the VUDA. Round the clock supervision must be provided to ensure correct performance of the said security services in accordance with the prevailing assignment/Instructions agreed upon between the two parties.
4. The service provider shall be responsible to provide immediate replacement of any staff who is not available for duty at the place of posting.
5. As per guidelines of the Hon'ble Supreme Court of India, no person will be allowed smoking in public place by the workers of the service provider. The service provider will be responsible, if any, workers provided by him are found smoking in the Institute and he will be penalized in accordance with the rules.

6. Penal Provisions:-

- (a) In case the service provider fails to commence the work as stipulated in the agreement, the VUDA reserves the right to impose and recover penalty as detailed below:-
 1. 2% (two percent) of cost of order/agreement per week up to four weeks delays in commencement of the work.
 2. After four weeks delay, the VUDA may cancel the agreement and get this job carried out preferably from any other agency from the open market/other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall also be black listed for a period of four years from participating in such types of tenders and his security deposit shall also be forfeited, if so warranted.
- (b) In case any contractor's personnel(s) deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise, a penalty of Rs.500/- per guard/supervisor absent on that particular day shall be deducted by the Urban Development Authority, Visakhapatnam from the service provider's bills.
- (c) In case any of service providers personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 6(b) above shall be imposed.
- (d) The personnel engaged by the service provider should turn out dressed in neat and clean uniform (including proper name badges) & polished leather shoes, failing which the agency shall invite a penalty of Rs, 500/- on each occasions and habitual offenders in this regard shall be removed from work at the Urban Development Authority, Visakhapatnam. The penalty on this account shall be deducted from the service providers bills.

- (e) In case any public complaint is received attributable to misconduct/misbehavior/drunken state of service provider's personnel and as verified by the competent authority, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from service provider's bill. Further, the concerned guilty person shall be withdrawn by the service provider. Besides legal action as required under relevant rules/acts be also initiated against the guilty persons by the service provider.
- (f) There shall be eight hours shift duty in general (7.00 hrs, to 15.00 hrs, 15.00 hrs. to 23.00 hrs. and 23.00 hrs. to 7.00 hrs). But the timings of the shift are changeable only in case of emergency and have to be with the approval of the authorized representative Urban Development Authority, Visakhapatnam. Prolongation of the duty hours (more than 8 hours at a stretch) shall not be permitted except exigencies of services that too as per the instructions of authorized representative of the Institute. Any such instances shall invite punitive financial penalty by Urban Development Authority, Visakhapatnam.
- (g) The competent authority for imposing the penalty shall be the Vice Chairman, Urban Development Authority, Visakhapatnam. 7. (a) The service provider shall comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labuor (Regulation & Abolition) Act, 1970, EPF, ESI/Bonus/Gratuity etc. with regard to the personnel engaged by him for Security Services. It will be the responsibility of the service Provider to provide certified details of manpower deployed by him on monthly basis in the VUDA and to the Labour Department in appropriate format by 3rd of the succeeding month. The default shall attract a penalty at the rate of 2% (two percent) per month on the monthly wage bill of the concerned month.
- (b) The service provider shall issue EPF pass book & ESI Card with in 60 days of the award of work to every worker and shall supply the Code Number allotted by the local ESI/EPF authorities. In case of violation a penalty of Rs. 500/- per day shall be imposed. The service provider shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement. The cost of pass books shall be borne by the service provider.
- (c) The service provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The service provider shall submit copies of acknowledgments evidencing filling of returns every years and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the service provider in respect thereof, which may arise.
8. The service provider shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, leave, etc. to the staff engaged by him together with submission of form-C under 'The payment of Bonus Act, 1965'. As far as EPF is concerned, the service provider will deposit the PF contribution with the Regional Provident Fund Commissioner, Visakhapatnam and submit the acknowledgment of payment so deposited to the Urban Development Authority, Visakhapatnam the service provider will be duty bound, in accordance with ESI act and will get the ESI cards issued by the competent authority in respect of all employees deployed by him and furnish ESI numbers to Urban Development Authority, Visakhapatnam. Default on the part of the service provider will attract penalty as provided in clause 7(a).
9. Any other benefit that may accrue by Ministry of Labour, Govt. of A.P. or any other law enacted by the Govt. of India and the worker shall be paid by the service provider.
10. Service provider shall provide the uniform to the workers free of cost before the deployment of the personnel. In case of violation a penalty of Rs. 500/- per day shall be imposed.
11. The Vice Chairman, Visakhapatnam Urban Development Authority, Visakhapatnam shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly Service provider reserves the right to change the staff with prior intimation to the Urban Development Authority, Visakhapatnam.
12. The service provider shall not engage any sub-contactor or transfer the contract to any other person in any manner.

13. The service provider will deploy supervisors as per Private Security Agencies (Regulation) Act, 2005/ need of the Institute after discussion and consultation with the authorized representative Urban Development Authority, Visakhapatnam. The Supervisor/s shall be required to works as per the instruction of the authorized personnel.
14. The personnel on duty have to report at least 15 minutes in advance from the time of commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Urban Development Authority, Visakhapatnam.
15. The antecedents of staff deployed shall be got verified by the service provider from local police authority and an undertaking in this regard be submitted to the VUDA with in two months of deployment..
16. The service provider will maintain a register on which day to day deployment of personnel will be entered. The daily attendance shall be countersigned by the authorized official of the Urban Development Authority, Visakhapatnam. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be certified by the authorized officials. The service provider has to give an undertaking (on the given format), duly countersigned by the authorized concerned official of the Urban Development Authority, Visakhapatnam, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
17. Service provider and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas for which the responsibility has been given to them by the Urban Development Authority, Visakhapatnam and shall not knowingly lend to any person or company any of the effects of the Urban Development Authority, Visakhapatnam under its control.
18. The security staff engaged by the service provider shall under no circumstances accept any gratitude or reward in any shape that can be termed bribe/Tips.
19. The personnel engaged have to be polite, courteous, disciplined and firm in dealing with staff & public. In case of failure to maintain such standard the Urban Development Authority, Visakhapatnam has a right to remove the personnel and take punitive action against the service provider. The service provider shall have to arrange suitable replacement in all such cases.
20. **Procedure for release of payment**
 - (a) The service provider shall pay wages to its workers/workmen latest by 7th of the respective month before submitting his claim for reimbursement as per this contract agreement.
 - (b) The service provider shall submit the bill with the Secretary or Authorized officer for reimbursement by 10th of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by authorized security officer/representatives of Urban Development Authority, Visakhapatnam on a daily basis. The service provider shall disburse the wages to its staff deployed in the Institute every month through ECS or by cheque in the presence of representative of the Institute. The service provider (Service provider) shall ensure that all staff deployed has valid bank account and the same is to be communicated to the office of Secretary or Authorized officer.
 - (c) The claim for re-imburement of bill must be supported by proof of service provider having deposited EPF contribution in code no. provided by Urban Development Authority, Visakhapatnam and ESI and service tax relevant to the proceedings of the workers deployed by the service provided together with details of such workers in the proforma prescribed under EPF/ESI Scheme 1952 & EPF/ESI and miscellaneous Provisions Act 1952 in respect of whom

the remittances have been made. In the absence of the details, the claim shall be considered incomplete and twenty 20% (twenty percent) of the monthly amount payable under this contract shall withheld till the compliance of the stipulations given herein.

(d) The service provider shall open Bank Account in Indian Overseas Bank, VUDA Branch within 15 days of commencement of contract and maintain it until the duration of the contract under intimation to the VUDA.

(e) The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.

(f) The Income Tax or any other statutory levy/tax as applicable will be payable by service provider and shall be deducted at source as per law.

(g) The service provider shall deploy at least 396 (three hundred ninety six) personnel (copy of breakup enclosed) the minimum manpower specified in the schedule of quantities. Besides, there are already 100 regular security personnel working in the Institute. In case more manpower is required, the service provider shall specify the same at the time of filling the bid document. The payment as per the contract agreement shall be regulated accordingly. It is made clear that there is no liability qua these personnel on the part of the VUDA.

(h) The VUDA will proportionately enhance the amount payable for the service contract on the enhancement of minimum wages by the Ministry of Labour, Govt. of India or any other law enacted by the Govt. of India and accepted by the Govt. of Andhra Pradesh whichever is higher under the Minimum Wages Act. The enhancement to be paid to the service provider will be proportionate to the increase in rates by the competent authority i.e. Ministry of Labour, Govt. of A.P.

(i) In the event of default being made in the payment of any money in respect of wages of any person deployed by the service provider for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the VUDA may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the service provider to the said Labour Authorities and any sums so paid shall be recoverable by the VUDA from the service provider alongwith 15% (fifteen percent) administrative /departmental charges.

(j) If any money, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the VUDA such money shall be deemed to be payable by the service provider to the 'Institute' within seven days. The Institute shall be entitled to recover the amount from the Service Provider by deduction from money due to the service provider or from Performance Bank Guarantee along with 15% (fifteen percent) administrative/departmental charges.

21. The security service provider should get medical check up of its deployed staff at the time of initial appointment and subsequent every one year to ensure their fitness for the job assigned preferably by ESI Hospital/Dispensary. The Hospital will be at liberty to get any body re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

22. In the event of any loss, damage, criminal activity or negligence that occurs in the area under the protection of the security agency, the service provider shall be liable to pay compensation for both the financial loss and associated punitive damages that may be imposed on him by a committee constituted by the Vice Chairman, VUDA after necessary police information and enquiry.

23. "NOTICE TO PROCEED" means the notice issued by the 'Institute' to the service provider communicating the date from which the work/services under the contract are to be commenced.
24. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all compensation/damage/expenses/fines/death of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.
25. If the service provider is a partnership of two or more persons, all such persons shall be jointly and severally liable to the VUDA for the fulfillment of the terms of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to sign on behalf of the partnership shall not be altered without the approval of the Vice Chairman, VUDA.
26. The service provider shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Urban Development Authority, Visakhapatnam may issue from time to time and which have been mutually agreed upon between the two.
27. During the course of contract, if any of service provider's personnel are found to be indulging in corrupt practices or causing any loss to the VUDA, the service provider shall terminate the worker from duty immediately and shall also be responsible for any loss to the Vice Chairman, VUDA
28. The service provider shall indemnify and hold the VUDA protected/safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the service provider.
29. The bidder must be registered with the Labour Department under Contract Labour (R&A) Act 1970.
30. The training as per Labour Department under Contract Labour (R&A) Act 1970 of the security staff deployed at the Urban Development Authority, Visakhapatnam shall be the responsibility of the service provider. The quality of training received by these personnel shall be evaluated by Urban Development Authority, Visakhapatnam from time to time.
31. The service provider shall not hire personnel with dubious /criminal records and shall submit police verification of each worker to the Secretary and Authorized officer, VUDA.
32. Under the terms of their employment agreement with the Service provider, the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly.
33. The VUDA shall not be responsible for providing residential accommodation to any of the personnel of the service provider.
34. The VUDA does not recognize any master servant relationship with any of the workers of the service provider. The contract worker is the employee of the service provider and can in no way claim any right for regularization of service with the Vice Chairman, VUDA.
35. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender , the service provider shall immediately refund the same to the VUDA on receipt of notice there to or it shall be recovered from the service provider alongwith costs incurred .
36. The service provider shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the VUDA.

37. The Urban Development Authority, Visakhapatnam will give basic inputs for and familiarize the security and door keeping services required to be carried out by the personnel to be deployed by the service provider for its staff for 2 to 3 days and this period shall not be counted as shift manned by service provider's personnel for the purpose of payment under the contract.
38. (a) The service provider will provide following functional security equipments all the times within 15 days to the staff to provide effective & better security services in the In stitute failing which a penalty amounting to Rs. 500/- per day till the providing receipt of all the security equipments:
- (a) Torches
 - (b) Short Lathies
 - (c) Hand held Metal Detector s
 - (d) Hand Held Search Lights
39. **Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly born by the service provider including all expenses/fines. The concerned** service providers personnel shall attend the court as and when required as per law.
42. The Service provider before deployment of personnel should get approval from authorized authority of VUDA (Secretary / Authorized officer), after providing:-
- α) Curriculum vitae with birth certificate
 - β) Educational certificate
 - χ) Two passport photographs
 - δ) Residency proof
 - ε) Discharge certificate in case of ex-servicemen
 - φ) Police verification (as per govt. rule)
 - γ) Health certificate
- These should be submitted at least seven days prior to deployment of workers.
43. The service provider shall have his own establishment/setup/mechanism, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
44. The service providing agency shall not employ any person below the age of 21 years and above the age of 50 years. Manpower so engaged shall be trained as per under the Contract labour (Regulation and Abolition) Act 1970 for providing security services. Basic knowledge of fire fighting services also should be imparted to the incumbent before joining.
45. Physical Standards for civil guards (Other than ex-servicemen/Ex-policemen/Exparamilitary personnel) shall be height minimum 167 CM Chest 80 Cm, provided that for residents of hill areas height may not be less than 162 CM and chest 76 Cm with an expansion of 5 CM. For female guards the minimum height should be 150 cm.
46. Security staff other than ex-servicemen shall be minimum matriculate.
47. Security supervisor shall be of minimum rank of Ex-JCOs or equivalent in Police/Paramilitary force or with 5 years experience as security supervisor in a reputed organization.

48. The contracting agency shall endeavor to employ at least 15% manpower from the category of ex-servicemen not above the age of 50 years. The service provider shall provide honorable discharge proof ex-servicemen and VUDA, shall get it verified on its own. However, no extra remuneration shall be payable for the said deployment by Urban Development Authority, Visakhapatnam. Bidder is deemed to have considered all financial repercussions of deployment of ex-servicemen while quoting the tender.
49. The service provider shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathies/battons and other equipments to the security staff, stationary for writing duty charts and register at security check points and record keeping as per requirements.
50. The service provider should have round the clock control room service in Urban Development Authority, Visakhapatnam along with quick response teams to deal with emergent situations.
51. Effective round the clock manning of control room should be ensured by the service provider.
52. **Dispute Resolutions:-**
 - (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities representatives of the concerned parties. However, if the disputes are not resolved by joint discussion, then the matter may be referred to the competent Court of Law by either party for adjudication.
53. **Jurisdiction of Court:-** The courts at Visakhapatnam shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.

**URBAN DEVELOPMENT AUTHORITY, VISAKHAPATNAM
SECURITY ESTABLISHMENT**

No. Security 14796/08/UFD/M1 Dated: -05-2012

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Cost of tender: :Rs. 2000/- (Rs. Two thousand only)

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

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) FDR or TDR No. or Bank : _____
 Guarantee 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.

(Signature of the bidder)
Name & Address (With seal)
Tel. No. & Fax No

**URBAN DEVELOPMENT AUTHORITY, VISAKHAPATNAM
SECURITY ESTABLISHMENT**

No. Security **14796/08/UFD/M1**

Dated: -05-2012

SCOPE OF WORK OF THE SERVICE PROVIDER

The service provider shall have to provide a zero tolerance and comprehensive security services for the VUDA, Visakhapatnam. The estimated cost of tender is Rs. _____ only) for two years to the Visakhapatnam Urban Development Authority, Visakhapatnam. It provides performs the function of VUDA. **Therefore security personnel while being firm in discharge of their duties are required to be courteous, polite and gentle. There would be zero tolerance for abusive language and rude behaviour.**

The service provider shall ensure protection to the personnel and property of the Urban Development Authority, Visakhapatnam and it's inhabitant, prevent trespass in the assigned area/s with/without arms, perform watch and ward functions including night patrol on the various points and prevent the entry of stray animals (dogs, monkey's, cattle and pigs etc.) anti social elements, unauthorized persons and vehicles into the campus and buildings/ parks and other establishments of the VUDA.

DUTIES AND RESPONSIBILITY OF CONTRACTUAL SECURITY STAFF

Security Supervisor

1. The Security Supervisor of particular area/building shall be responsible for overall security arrangements of the concerned area and building. That supervisor shall have a day to day interaction with Head of the Department / Officer Incharge of the area to give a feed back on the service rendered and for taking further action as and when needed.
2. Security Supervisor will ensure that the instructions of VUDA Management (conveyed through authorized personnel) are strictly complied with without any lapse and delay.
4. Security Supervisor should ensure that no item equipment/engineering material are allowed to be taken out of the buildings without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Authorized officer.
5. Security Supervisor should ensure that all Security Guards should be deployed as per duty roster and the same will be monitored personally by the Security Supervisor from time to time and he will be responsible for its optimum utilization with the consultation of Concerned Authorized /officer authorized for this purpose.
6. Security Supervisor will also take round of all important and sensitive points of the building/area as specified by the authorized officers/officer incharge of the building other establishments.

7. Security Supervisor will ensure that security guard will take care of all equipments installed in the building, they are switched off when not in use, supervise optimum use of electricity/water and electronic equipment.
8. Security Supervisor will ensure that the building/area under his charge has to be manned and maintained from all animal, pets i.e. (stray dogs/monkey/cattles or any other animals etc.) and no stray animal should roam in his area.
9. Security Supervisor will ensure that security guard on patrolling duty should take care of the water taps, valves water hydrant etc. installed in the open all over the premises and other moveable items left installed therein.
10. Security Supervisor will ensure that flower plants, trees and grassy lawns are not damaged either by the staff or by outsider.
11. Security Supervisor should trained the security guard to extinguish fire with the help of fire extinguisher cylinder and other fire fighting material available on the spot alongwith the fire staff. He will also ensure that security guard will also assist the fire fighting staff in extinguishing the fire and also help the fire staff in case of any natural calamities.
12. He must ensure that in emergency situation security staff deployed in his area shall also participate as per their role defined in the disaster plan.
13. He ensure that Security Guards supervised by him are required to display courteous behaviour all the time especially towards woman employees and visitors to the Organization.
15. Security Supervisor shall ensure that Security Guards working under him shall not leave the premises before his reliever reports for duty.
14. Security Supervisor will brief/instruct all the guards before deploying on duty daily about their duties and responsibilities to security guards under him and any other instructions issued by the security department from time to time.
15. Any other provision as advised by the Authorized officer, shall be binding on the supervisor.18. Security Supervisor will ensure security entry/exit should be open and close as per the directions of the Authorized officer of the building and should be properly manned.

Security Guards

1. Security guard shall make sure that no vehicle will be allowed to park in NO PARKING area under his jurisdiction.
2. The Security Guard shall act as SANTRI and keep the area clear under his surveillance all the time from any unwanted persons. In case he observes anything dubious/suspicion, he will inform to his supervisor and Security Control Room promptly.
3. The Guard at the entry and exit points will check the identity of the persons entering and also check his bag etc. for any explosives/objectionable and also will make sure that the movement of visitors is smooth and will also guide the visitors to the places, if need be. He will make sure that the property of VUDA shall not be taken out without proper gate pass.

4. The Security Guard deployed will make sure that no property of institute shall be removed/broken by any person without proper authority. If he observes any such incident he will report this immediately to incharge of that area, Security Supervisor and Security Control Room.
5. He will make sure that after closing the department all the lights, fans, air conditioners and coolers shall be switched off.
6. The Patrolling Guards will make sure that all the corridor lights and other lights outside the building shall be switched off after sunrise & switched on after sunset.
7. He will ensure the safety & security of keys in his charge.
8. He will remain smartly dressed and alert during his duty.
9. He will report 15 minutes before for duty and will do proper handing and taking over with the outgoing guard.
10. He will make sure that no water taps keep on running in his area of duty.
11. Wherever any register for entry of visitors is kept, he will make entry and exit of all the visitors in that register.
12. No Guard will leave his duty post until properly relieved by the incoming guard. In case the Guard has not come for duty, he will report the matter to Security Control Room & Security Supervisor.
13. He will not allow any person to smoke in his area.

URBAN DEVELOPMENT AUTHORITY, VISAKHAPATNAM

CHECK LIST FOR TECHNICAL EVALUATION

Sr. No.	Documents asked for	Page number at which document is placed
1	Bid security (EMD) of Rs. 15 Lakhs (Rupees fifteen Lakhs only) in the form of FDR/TDR/Bank Guarantee Issued by any scheduled commercial bank in favour of Vice Chairman, Urban Development Authority, Visakhapatnam valid for a period of one year.	
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 irectors/Partners also.	
3	Undertaking on a stamp paper of Rs. 100/- (Rupees one hundred only) as per format prescribed in Annexure-IV).	
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 alongwith satisfactory performance certificates from the concerned 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 guards and salary statement for other staff to be enclosed)	
12	No. of supervisory civilian/Ex-Military/Ex-Paramilitary personnel	
13	ISO Certification of the firm (Yes/No)	
14	Any other documents, if required	

Signatures of the Bidder
(Name and Address of the Bidder)
Tel. No. & Fax No.

**(ON A STAMP PAPER OF RS. 100/-)
UNDERTAKING**

**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 minimum 15% security guards amongst the category of Ex-servicemen and all other will be trained Security Guards.
5. I/We do hereby undertake that complete security of the Urban Development Authority, Visakhapatnam premises and property as per scope of work/Departments shall be ensured by our security agency, as well as any other point considered by our agency. Our security services 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.

**Signatures of the Bidder
(Name and Address of the Bidder)
Tel. No. & Fax No.**

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 upto Vice Chairman, Visakhapatnam Urban Development Authority, 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 assings 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.

- (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

Name of Witness
Address of Witness

Signature of Authorized official of the Bank

Name of Official _____

Designation _____

ID No. _____

Stamp/Seal of Bank

URBAN DEVELOPMENT AUTHORITY, VISAKHAPATNAM
No. Security 14796/08/UFD/M1
FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (month) _____ (Year) between the Authorized officer i.e. the Principal Employer with reference to Urban Development Authority, Viskhapatnam on behalf of the Vice Chairman, VUDA (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the on part AND _____ (name and address of the service provider) through Shri _____, authorized representative (hereinafter called “the service provider” which expression shall unless excluded by or repugnant to the context, be deemed to include his successors, heirs executors, administrators, representatives and assings) of the other part for providing security services to the Urban Development Authority, Visakhapatnam for providing safety, monitoring and surveillance of the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-.

1. In this Agreement works and expression shall have the same meanings as are respectively assigned to them in the terms and conditions of contract hereafter referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - a. Letter of acceptance of award of contract.
 - b. Terms and conditions.
 - c. Notice inviting tender
 - d. Scope of work
 - e. Addendums, if any; and
 - f. Any other documents forming part of the contract
3. In consideration of the payments to be made by the department to the service provider as hereinafter mentioned, the service provider hereby covenants with the department to execute and the security services w.e.f. _____ as per the provisions of this Agreement and the tender document.
4. The department hereby covenants to pay the service provider in consideration of the execution and completion of the works/services as per this agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words) per month.
5. Being the sum stated in the letter of acceptance subject to such additions there to or deductions there from as may be made under the provision of the contract at the times in manner prescribed by the contract.

6. The executing officer for purpose of operation of this contract shall be as per intimation given to service provider within 15 days of award letter. In witness whereof the parties hereto have signed the Agreement the day and the year first above written. For and on behalf of the Service provider/ For and on behalf of the Vice-Chairman, Urban Development Authority, Visakhapatnam Service Provider Signature of the authorized official Signature of the authorized officer Name of official Name of the Officer Stamp/Seal of the Service provider Stamp/Seal of the Principal Employer By the said By the said _____Name _____ Name On behalf of the service provider in on behalf of the Principal Employer in the presence of: the presence of:

Witness-I _____
 Name _____
 Address _____

 Telephone No. _____

Witness-I _____
 Name _____
 Address _____

 Telephone No. _____

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, Urban Development Authority, Visakhapatnam, Andhra Pradesh (hereinafter called the “Department”) of the other part.
2. WHEREAS VUDA has awarded the contract for security services contract 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.
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: _____

Price Bid for providing security services at Urban Development Authority, Visakhapatnam
Rate per month for the security services to be provided to the VUDA
Rs. In figure & words

Note:

1. Rates quoted will include all statutory obligations of the Service Provider under EPF, ESI, Minimum Wages Act, Contract Labour (R&A) Act, weekly-off/replacement charges, cost of uniform, Identity cards of personnel deployed by the Service Provider/security equipments/ vehicles (their cost, fuel and maintenance also), all kind of taxes, service charges, etc. of the agency.
2. The contract is initially for two years extendable by one year at a time, maximum for two years subject to satisfactory performance.
3. The bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process.
4. The Agency shall provide security guards all the 365 days including all holidays. They shall pay P.F. ESI, Central excise (Service Tax) as applicable from time to time as per Government norms/ Commissioner of Labour, Andhra Pradesh, Hyderabad. The rate is Rs. _____ / - per month (detailed break up to be enclosed) including P.F. ESI & ST. The tender quoted with commission of either less than 0% or more than 5% percentage will summarily be rejected. The rates and taxes applicable are as on the date of the tender notification.
5. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.**

Signatures of the Bidder
(Name and Address of the Bidder)
Tel. No. & Fax No.

ANNEXURE – IX

Sl. No	Place of work	No. of guards required
1	U.B. Complex main office (3 Shifts)	3
2	Parking at U.B. Complex front & rear (1+1)	2
3	7,8, and 9 floors at U.B.C (Night)	1
4	Kurusura Submarine Museum	12
5	Kailasa Hill	6
6	Thotlakonda	2
7	Beach Park (Night)	1
8	Rao Gopala Rao Auditorium, Anakapalli (night)	1
9	Bheemili Guest House 3 shifts	3
10	Central Jail Lands (YSR Park)	6
11	Rythu Bazar at MVP	3
12	Kids Pride	2
13	Kailasagiri Rope way	1
14	During Night time at entrance of toll gate at Kailasagiri	1
15	Amusement park / MGM Diamond Beach Resort at VUDA Park	10
16	9th floor VUDA Building V.C Peshi	3
17	Kailasagiri Ghat Road	12
18	VUDA park	14
19	Haritha Project (2 persons x 3 shifts)	6
20	Row Housing, Rushikonda (2 persons x 3 shifts)	6
21	Gurajada Kalakshetram (2 persons x 3 shifts)	6
22	VUDA Park	14
23	YSR Park (2 persons x 3 shifts)	6
24	Electrical section (Lift operators 3x2)	6
25	Semi skilled	4
26	Helpers	6
27	Engineering Assistants	1
	TOTAL	138
	138-21(community guards) =117	

Tenderer / Security Agency