

**INDIAN INSTITUTE OF TOURISM AND TRAVEL MANAGEMENT
(An Autonomous Body under Ministry of Tourism, Govt. of India)**

Bhubaneswar

Address: Plot No: 443, Dumuduma Bhubaneswar-751019

F.No. 2-IITTM/BSR (96)/2011-Acct

Dated: 12-01-2021

Notice for Inviting Open Tender

On behalf of the Director, IITTM open tenders are invited for providing Manpower for primarily 4 categories (i) Security Guards (ii) Office Staff/Technical Staff (iii) Land & Garden Staff and (iv) Cleaning and Housekeeping Staff (**e.g. Security Guard, Technical staff- Jr. Engineer (Civil/Electrical), Electrician, Account Assistant, Office Assistant, Data entry operators, Cleaning persons, Gardeners, Attendants etc., as per requirement**) from licensed & reputed parties/ firms/ companies/ agencies well experienced in providing Persons in Govt./Semi-Govt organizations/ institutions.

Note: -The actual requirement may vary as per circumstances and availability of regular manpower.

Tender documents shall be accompanied by a Demand Draft/Banker's Cheque for Rs. 5,000/- (Rupees Five Thousand only) drawn on any Nationalized Bank in favour of the **Director, IITTM** towards cost of the tender form (non refundable) for one/all categories (i) Security Guards (ii) Office Staff/Technical Staff (iii) Land & Garden Staff and (iv) Cleaning and Housekeeping Staff.

Tender is invited in two parts, i.e. **(1) qualifying bid and (2) financial bid. The tender form for qualifying bid in the pro-forma prescribed in Annexure-I and the tender form for the financial bid in the pro-forma prescribed in Annexure-II**, complete in all respects, sealed separately, and kept in sealed cover together, should be super scribed as "**Tender for - Supply of Manpower**" and should be dropped in Tender Box Indian Institute of Tourism and Travel Management, Bhubaneswar-751019

The Tender documents along with instructions, scope of work and terms & conditions can be downloaded from the web site www.iittmb.in and the website of the respective centers.

- 1. Date of issuing of tender from 12/01/2021 to 27/01/2021 till 5:00 P.M.**
- 2. Date & Time for submission of Tender up to 27/01/2021 till 5:00 P.M.**
- 3. Date & Time of Opening of Tender will be intimated by the email and notice board of the Institute**

Place of Opening of Tender Bids – IITTM, Bhubaneswar

Incomplete tender/tenders received beyond date/time notified above shall be out rightly rejected.

Nodal Officer
IITTM, Bhubaneswar

(Signature of Tenderer)

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INSTRUCTIONS FOR TENDER

- i. The Indian Institute of Tourism and Travel Management, Bhubaneswar requires sealed tenders from licensed reputed parties/ firms/ companies/ agencies well experienced in providing manpower in Govt. /Semi-Govt/PSU/Institutions offices for Indian Institute of Tourism and Travel Management, Bhubaneswar
- ii. The contract is to be for initially **one year**. The period of the contract may be further extended after the completion of contract at that time if this office requires to continue with the present arrangement for providing outsource persons etc. and is satisfied with the service of these persons or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of service by the selected Company / Firm /Agency. This office, however, reserves right to terminate the initial contract at any time after giving one week's notice to the selected service providing Company / Firm / Agency.
- iii. The tendering Company/Firm/Agency is required to enclose photocopies of the documents, **duly self attested or Authorized Signatory only**, as per the requirements of Technical Bid as given in the Annexure -I, failing which their bids shall be summarily / out rightly rejected and will not be considered any further.
- iv. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- v. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
- vi. The envelope containing Technical Bid shall be opened first on the scheduled date and time, in the office of Indian Institute of Tourism and Travel Management, Bhubaneswar in the presence of the duly authorized representatives of the Company / Firm / Agency, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives.
- vii. Indian Institute of Tourism and Travel Management reserves the right to reject or modify the tender notice/ bids without assigning any reason.
- viii. The bidder shall quote the technical & financial bids as per the format enclosed at Annexure I & II.

A. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY

The tendering Service Provider Company/Firm/Agency should fulfill the following technical specifications:

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1. The Registered Office or one of the Branch Offices of the Service Provider Company /Firm / Agency should be located within the **local limit of Bhubaneswar**.
2. The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority with regard to providing manpower to the Government offices.
3. Service Provider Company/Firm/Agency should have at least **five years'** experience in providing similar services to private and/or public sector Company/Banks and Government Departments etc.
4. Service Provider Company/Firm/Agency should have its own Bank Account.
5. Service Provider Company/Firm/Agency should exist on the records of Income Tax and Service Tax Departments/GST.
6. Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. The Service Provider Company/Firm/Agency should have completed at least one service contract of value not less than **Rs. 1.crore per annum** (as per the manpower requirement of IITTM centre) related to providing similar services in a single contract.
8. The Service Provider Company/Firm/Agency must have gross turnover of **Rs. 8.0 crore per annum** during the last three financial years.
9. The Service Provider Company/Firm/Agency has to submit the Audit Report u/s 44AB of the Income Tax Act, 1961 along with Balance Sheet and Profit & Loss Account for the preceding three Assessment Years.
10. The Service Provider Company/Firm/Agency shall submit affidavit stating that **the agency is / has not been black listed by Central Government/State - Government /any PSU/Educational Institution**.
11. Attested copy of satisfaction certificate from the present office(s) in which the Service Provider Company/Firm/Agency is providing similar services has to be enclosed separately.
12. Agency must have private security license of **Odisha**.
13. Preferably the Agency have ISO 9001-2015, OHSAS 18001:2007, SA:8000 and information security management system 27001:2013.
14. The agency shall be attached last three year's EPF /ESI Challans of Manpower for further verification.

Non compliance with any of the above conditions by the Service Provider Company /Firm/ Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

B. FRAUD AND CORRUPT PRACTICES

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt

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practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- ii. Without prejudice to the rights of this Office under **Clause i.** hereinabove, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such Applicant is found by the Office to have indulged in such practice.
- iii. For the purposes of this **clause i**, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt practice" means (1) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project:
 - b) "Fraudulent practice" means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property, influence any person's participation or action in the Bidding Process;
 - d) "undesirable practice" means (I), establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process: or (II) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process:

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C. LEGAL

- i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Service Tax/GST and any other Laws/ Taxes/ Acts/ Rules etc. Governing the matter/ issues etc. If at any point of time it is noticed that the Contractor is not meeting out any taxes then that will be met out, out of the Performance Security Deposit made by the contractor.
- ii. The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of Indian Institute of Tourism and Travel Management, Bhubaneswar to concerned authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- iv. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- v. In case, the tendering Agency fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Office is put to any loss, / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- vi. All disputes are subject to the jurisdiction of location of IITTM i.e. **Gwalior/Bhubaneswar/Nellore/Goa/Noida**.

D. FINANCIAL

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) , refundable, of **Rs. 1% in the form of Demand Draft/ Pay Order** drawn in favour of the **“Director, IITTM, failing which the tender shall be rejected out rightly**.
- ii. The EMD received from a tenderer which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the tenderer fails to provide services against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. Bids, offering rates which are lower than the minimum wages {as applicable for the Central Government offices determined by Labour Commissioner (Central) under the Minimum Wages Act 1948} for the pertinent category, would be rejected.
- IV. The successful tenderer will have to deposit a Performance Security Deposit for a sum of **Rs. 10%** at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or bank Guarantee drawn in favour of the **Director**

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IITTM or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of Service Provider Company/ Firm/ Agency but hypothecated to IITTM, Bhubaneswar. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The Department shall not pay any interest on the Performance Security Deposit.

- v. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.
- vi. The Agency shall raise the bill, in triplicate, along with attendance sheet, ESI and EPF related challans for the last month to the Accounts Section in the first week of the succeeding month.
- vii. The Claims in bills regarding Employees State Insurance, Provident Fund, Service Tax and ESI card etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office. The copies/ tax receipts/ tokens deposited in respective offices should be shown to this office on monthly basis.
- viii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act -1996 and venue will be the Office of the **Director, IITTM (at respective centre)**. It is clarified that the sole arbitrator (t) adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the **Director, IITTM and he /she shall not be a person below the rank of Nodal Officer**.
- ix. The Office of the **Director, IITTM** reserves the right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome any the problem encountered at any stage.

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E. EVALUATION CRITERIA

Technical Bid Parameters: -

Sl. No.	Parameters	Marks
1.	Experience with Government Agencies/ PSUs/Pvt. Agencies	100

Weightage - 0.6

- a) *The Tender Committee will be constituted by the Office to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying due criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal, and particularly the criteria or sub - criteria or if it fails to achieve the minimum technical score.*
- b) *Financial Proposals will remain unopened for those Agencies which fail to achieve the minimum technical scores. Financial Proposals shall be taken up only for those agencies who meet the minimum qualifying mark and will then be inspected to confirm that they have remained sealed and unopened. Thereafter these Financial Proposals shall be opened, and the total prices read aloud and recorded.*
- c) *The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial-(SO scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times F\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.*

The formula for determining the financial scores is the following:

$Sf = 100 \times Km / F$. in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

*The weights given to the Technical and Financial Proposals are-
Technical (T) = 0.6, and Financial (P) = 0.4*

- d) *No negotiation will be undertaken with any tenderer except the highest points achiever. Evaluation of Technical and Financial Bid will be as per the formula given in Annexure-IV*

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SCOPE OF WORK OF THE OFFICE WORKER, SECURITY GUARD, CLEANING PERSONS, DEO

1) PERSONNEL REQUIRED:

- 1.1) The personnel to be deployed should have sound medical fitness, good physique, moral character, experience and training to handle any type of office worker, security guard, cleaning persons, DEO.
- 1.2) Proper uniform and identification cards must be provided to the office worker, security guard, cleaning persons, DEO and Supervisor. If any.

2) DUTIES OF OUTSOURCE PERSONS:

The Contractor shall undertake all types of work viz. Security, Gardening, Cleaning of Campus, Ministerial works, Technical work, Outdoor work etc.

2.1 EMERGENCY WORK/ WEEKEND WORK:

The Contractor shall provide the required office worker, Security, Gardening, Cleaning of Campus, Ministerial works, Technical work, outdoor work etc. to this office as and when required by the authority. He also provides on Saturday, Sunday and any other Gazettee Holidays.

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SCHEDULE-II

TERMS AND CONDITIONS OF THE CONTRACT: -

1. The contractor will deploy approximately manpower (*as per requirement*) for all four categories as mentioned above.
2. The contractor should be registered with the appropriate registration authority i.e. required the registration Certificate with department of Income Tax, ESI, EPF, Service Tax and GST. Valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under contract manpower (Regulation & Abolition) Act, 1970. Attested Copies of the same should be furnished to the customer.
3. The outsource persons should have a fair knowledge of reading and writing English and Hindi. The educational qualification of the Ministerial/Technical staff will be communicated by the institute. They shall not be below the age of 18 years and should be able to work till late hours.
4. The duties of the outsourced staff would broadly include Watch & Ward (Security), Supervisory, file work, office work, general cleanliness of the office, MTS including outdoor work such as delivery of dak files etc. and any other work assigned by the customer from lime lo time.
5. The persons supplied by the service provider should not have any adverse Police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons whom they provide for executing outsourced services.
6. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment by collecting proofs of identity like driving license, bank account details, previous work experience, police verification, proof of residence and recent photograph and a certification to this effect submitted to the IITTM.
7. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate, of their medical fitness. The service provider shall withdraw such employees that are found not suitable by this office for any reasons immediately on receipt of such a request.
8. The service provider shall engage necessary number of persons as required by the IITTM Bhubaneswar from time to time as intimated. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month.
9. There shall be no Employer and Employee relationship between the outsourced persons and IITTM provided by the service provider or the Union Government or any office/ department under the Govt. of India and further the said persons of the service provider shall not claim any employment or engagement or absorption or otherwise in the IITTM in future on the basis of services provided/rendered under this contract. The service provider shall explain this nature of relationship to all his employees or agents before deploying them for services to be rendered to the IITTM Bhubaneswar. As a token of their agreement for such a relationship, a signed declaration from the employee/agent shall be obtained by the service provider and furnished to the Nodal Officer /Director, IITTM.

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10. The service provider's person shall not claim any benefit /compensation /absorption / regularization of service from/ with the customer under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other law of similar nature. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the customer. In the event of any claim/liability falling on the Customer, same shall be borne by the Service provider.
11. The service provider's personnel-shall not divulge or disclose to any persons any details of office operation process, technical know- how, etc. because administrative/ organizational matters as all are confidential/ secret in nature.
12. The service provider's personnel should be polite, Cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the customer. The service provider shall be responsible for any act of indiscipline or otherwise on the part of persons deployed by him.
13. The deployed **persons** shall not interfere with the duties of the officials of Institute.
14. The IITTM, Bhubaneswar may require the service provider to dismiss or remove from the office of work any person or person employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirement. The service provider shall replace immediately any of its personnel if they are unacceptable to the institute because of incompetence, risk, conflict of interest, breach of confidentiality or improper conduct.
15. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately to the service provider.
16. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, Gutka smoking, loitering without work, etc.
17. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be sole responsibility of the service provider.
18. Working hours would be normally from **9:30 A.M. to 6:00 P.M.** during the working days of a week with half an hour lunch break. However, in exigencies of work, the outsourced persons may be required to sit late or to be called early and the personnel can also be called on Sunday and other gazetted holidays, if required. Proportionate payment shall be made by the IITTM for the services rendered on those days. The additional payment will be at the daily rate as applicable for the rest part of the month.
19. As per the tender quoted by the Service Provider for supply of outsourced persons under the minimum wages paid to the service provider will be the amounts notified under the Minimum Wages Act by the Competent Authority {Central Government offices determined by Labour Commissioner (Central) under the Minimum Wages Act 1948}) shall be reimbursed by the IITTM to the Service provider after deducting TDS as applicable. The Minimum Wages Whenever the wages/statutory payments are enhanced or reduced by notification the service provider shall bring the same to the notice of the institute. If it is found that the service provider has paid wages to any person, lower than the minimum wages notified by the Competent Authority

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(Central Government offices determined by Labour Commissioner (Central) under the Minimum Wages Act 1948}) then the contract is liable to be terminated.

20. That the service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act. Employees Provident Fund. ESI Act, etc and the IITTM shall not incur any liability for any expenditure whatsoever on the person employed by the Service provider on account of any obligation. The Service Provider will be required to provide particulars of PF, Group Insurance to its employees engaged in this department. He will also be responsible for payments of all his statutory dues like GST etc. All existing statutory regulations of both the State as well as the Central Governments, if applicable, should be strictly adhered to by the Service Provider and paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to the IITTM Bhubaneswar by the service provider every month along with the bill, failing which the payment of the bill may be withheld or stopped. IITTM Bhubaneswar will, in no way, be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the outsourced persons by the service provider. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
21. The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. Service Provider shall make the salary payments to the persons provided under this agreement, not later than 3rd (Third) of the each following month. The monthly bill should be put up by the service provider to this office by the 7th of the following month. The payment shall be made to the Service Provider only after submission of the bill and the payment will be approved by the Competent Authority same will be transferred through RTGS by the office. The service provider shall be liable to submit along with the bills, the certified copies of Bank pass books reflecting therein entries of the payment made to the persons i.e. office worker, security guard, cleaning persons, DEO in accordance with the Minimum Wages Act prescribed by the Govt. Bills not accompanied with the copies of the pass books shall not be entertained for payment. Non compliance to this effect may even lead to termination of services and agreement thereof.
22. This department will maintain an attendance register in respect of the outsourced persons deployed by the Service Provider or on the basis of which wages/ remuneration will be decided in respect of such persons provided at *the* approved rates. Payment to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider. The Contractor will provide The copy of Form - XVIII See Rule 78(1) (a) (i) *i.e. registration of wages-cum-muster roll* and Form - XIX See Rule 78(1)(b) *i.e. Wages Slip* to the costumer every month every person.
23. No payments shall be made for any person for the days of absence from duty unless a substitute has been provided.
24. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of the customer.

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25. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
26. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special messenger from the IITTM to the service provider which shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the customer in fulfillment of the contract from time to time.
27. The Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
28. That the Service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc supplied to the personnel for discharge of duties to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc.
29. The contractor/Service Provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party. If the customer suffers any loss or damage on account of negligence, default or theft or otherwise on the part of the employee/agents of the service Provider, then the service provider shall be liable to reimburse this department for the same. The service provider shall keep this department fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider.
30. The agreement will be valid for a period of 1 year commencing from the date on which this agreement is signed and shall continue to be in force in the same manner unless terminated or modified in writing. The contract/ agreement can be extended subject to satisfactory performance of the Service Provider and with such amendments/modification of terms and conditions as may be required to include the increase/decrease in wages/service charges taking into account the change in minimum wages as notified by the competent Authority (the Central Government offices determined by Labour Commissioner (Central) under the Minimum Wages Act 1948) from time to time after the contract comes in force.
31. The agreement can be terminated by either party by giving one-month notice in advance. If the service provider fails to give one-month notice in writing for termination of the agreement then one month's wages, etc. and any amounts due to the service provider shall be forfeited.
32. The service provider shall not assign, transfer, pledge, or sub contract the performance of service without the prior written consent of the institute.
33. That on the expiry of the agreement, as mentioned above, the service provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non employment by the personnel of the service provider it shall be the entire responsibility of the service provider to pay and settle the same.

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34. If any false/incorrect/wrong/inconsistent/suppressed/part information is noted and have been provided/not provided (as the case may be) by the service provider under this agreement or leading to this agreement, this shall render this agreement liable to be cancelled.
35. In the event of any dispute arising in respect of the clauses of the agreement, the decision of the Director, IITTM shall be treated as final.
36. The contractor shall keep office of Director, IITTM indemnified against all the claims whatsoever in respect of the employees deployed by the contractor at various points.
37. The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments in case of injury or death of any of its deployed person.
38. The Contractor shall be responsible for any damage to the land & buildings, equipments, furniture & fixtures, vehicles (staff & Office), other items and articles within the institute premises, if such damage, in the opinion of the Office is due to negligence or carelessness or any fault on part of the contractor or its employees or workers or agents and the Contractor shall be liable to pay to the O/o the Director, IITTM as well as staff such amount in respect of such damage as may be assessed by IITTM, Gwalior.
39. Without prejudice to the preceding terms of contract, the contractor will be liable to reimburse the O/o the Nodal Officer/Director, IITTM any cost or legal liability/penalty/fine imposed on the O/o the Nodal Officer/Director, IITTM by any authority, because of any misconduct or any act of omission or commission of the contractor or any of the workers/ subcontractors/ agents/ any other persons deployed by the contractor.
40. Any change in the constitution or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the O/o the Nodal Officer/Director, IITTM and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into tin-concern by the contractor in respect of this contract unless he/they agree to abide by all the instructions and terms & conditions of the contract.
41. Any change in outsourced persons of the contractor must be informed to the office of Nodal Officer, IITTM Bhubaneswar
42. IITTM reserves the right to reject any particular outsourced persons deployed by the contractor without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute. The Contractor shall furnish a detailed list of his employees along with their addresses, photo identity proof to Nodal Officer IITTM Bhubaneswar. The outsourced persons of the contractor shall have no right to stay in the building beyond their duty hours.
43. The E.M.D. (i.e. Rs. 1%) submitted by the contractor with the pre-qualification bid, would be held by the Office of Income Tax as Security Deposit and shall be refunded upon furnishing the performance bank guarantee and signing the contract. No interest shall be payable by IITTM.
44. The contractor will be required to deposit a Performance Bank Guarantee from a Scheduled Commercial Bank of Rs. 10% for due fulfillment of the contract. The Bank guarantee should be executed in the Performa given in Annexure-3. It should be valid till the expiry of Two Months period beyond the date of completion all the

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contractual obligations of the contractor. The bank guarantee must be submitted within 15 days from date of placing of order. This guarantee shall be liable to forfeited in the event of any breach or non-observance of the terms of the contract by the contractor or premature termination of the contract on part of the contractor for any reason. The performance bank guarantee will be renewed by the contractor, if the contract is extended after the normal expiry period of the contract.

45. The Office shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliance with statutory or other obligations.
46. After the award of contract, the contractor shall be initially on trial for three months, subject to fortnightly review of performance. The continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.
47. In case the Contractor assigns or sub -contracts this contract to some other person or attempts to do so, the Office shall have the right to terminate the agreement without giving any notice to the contractor.
48. The O/o the Nodal Officer/Director, IITTM shall have the right to unilaterally terminate the contract without specifying or assigning any reasons for the same, by giving one month's notice to the contractor. In such a case O/o the Nodal Officer/Director, IITTM shall return the performance guarantee to the contractor within ten days after termination of the contract subject to the clearance of any damages due upon the contractor and vacation of the premises.
49. On termination of contract by IITTM for any reason whatsoever, the Office shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.
50. The Performance Bank Guarantee will be released by the O/o the Director, IITTM on the expiry of the contract only. In case of any damage to the articles, equipment or property of the customer/department attributable to contractor or to outsourced persons provided by him an amount equivalent to the damages will be intimated to the contractor and will have to be paid by the contractor before the Performance Bank Guarantee is released. In case of delay of more than 15 days in payments, O/o the Director, IITTM may, at its discretion, recover the same amount from the Performance Bank Guarantee.
51. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of the jurisdiction of the respective centre of IITTM.
52. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring it to an arbitrator, who will be appointed by the O/o the Nodal Officer/Director, IITTM and any decision of the arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of mala fide or perversity.
53. In the event of the Department deciding to extend this contract on the same terms as embodied or such other modified terms as it may think fit and proper, the institute shall communicate the decision to the contractor prior to the expiry of this agreement, in which event, the parties to this agreement shall be governed by such documents for future or further transactions.

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54. It shall be the responsibility of the contractor to comply with the service conditions of its employees including fixation and payment of their wages. However, in order to keep the institute informed, for the purpose of the Institute's statutory responsibilities and liabilities if any, as may be applicable from time to time, the contractor shall intimate the Institute, the details of wages paid to the workmen and if the need arises to depute its representative to be present at the time and place of disbursement of wages by the contractor and inspect relevant records if any, the contractor shall have no objection to it. The Institute may verify such payments made in the wage register maintained by the contractor.
55. All damages caused by the contractor or that of the contractor's employees or by any other personnel arising out of its employee's instruction shall be charged to the contractor and recovered from its dues/bills or adjusted against the performance guarantee.
56. The contractor is liable for payment of penalty at the discretion of the institute up to a maximum of Rs. 50,000/- (Rupees Fifty thousand only) per instance for poor services, inadequate staff, use of the office properties by the personnel employed by the contractor etc. and/or for non compliance of any terms of the contract and the same shall be recoverable from the bills payable to the contractor. This applies to all the work covered in this contract.
57. Besides the above, an undertaking in the following format shall also be furnished:-
"The contractor hereby agrees to undertake that he shall abide by and conform to the various provisions in so far as they relate to him as specified in Contract Labour (R&A) Act, 1970".
58. In case the contractor withdraws or the IITTM terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contract through a tender process, will be adjusted against payments to be made.
59. The contractor will be awarded to the higher point achiever.
60. The employees/workers of the service provider will have no right to claim with the IITTM or in claim absorption on completion of the above contract scheme.
61. The Performance Guarantee Deposit will be forfeited if the Contractor backs out without the explicit consent of the IITTM.
62. Payment will be made on monthly basis on receipt of bill. No advance payment will be made in any case. If any penalty is levied then that will be deducted from the monthly bills.
63. IITTM or the contractor fails to perform any part of the contract due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, will give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance of its part of the contract, which was beyond its reasonable control and it was not due to negligence or default on its part.
64. Either party as or when it gives notice of force majeure will provide confirmation of such event in the form of a certificate issued by the Govt. Department concerned. The parties will be relieved of their respective obligation to perform, hereunder for

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so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

65. In the event of any dispute arising between the both parties relating to any interpretation and application of the provisions of this agreement, such disputes if not resolved amicably by the parties to the contract, the matter will be referred to an Arbitrator nominated/appointed by the IITTM. The decision of Arbitrator will be final and binding upon both the parties. The parties will continue to perform obligation under this agreement during arbitration proceedings.
66. The venue for arbitration will be respective centre of IITTM.
67. The outsource persons provided by the contractor shall have no privities of contract with the IITTM and they shall not be treated employees/part time workers or licensees of the institute i.e. the IITTM in any manner whatsoever for the purpose of wages/payments of any nature/or statutory obligations as per law of the land.
68. The engagement of employment is purely between the outsourcing staff and the respective contractor.

PAYMENT OF BILL:

The Contractor shall furnish the bill (in duplicate) towards his services during the first week of the month.

MISCELLANEOUS:

Complying with the legal rules and regulations of the State Government and Central Government governing the work contract would be the sole responsibility of the contractor.

The contractor shall ensure that the required work would be completed even in the absence of the person(s) he deploys for the same.

IITTM reserves the right to accept/reject any lender or all lenders without assigning any reason.

Director, IITTM

(Signature of Tenderer)

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ANNEXURE-I

TECHNICAL BID

(To be enclosed in a separate sealed envelope)
For providing outsource staff in IITM Bhubaneswar

S. No.	Particulars	Yes/No	Page No.																									
1.	Name of Tendering Company/ Firm/ Agency/Proprietorship (Attach certificates of registration)																											
2.	Name of proprietor/Director of Company/Firm/Agency/ Proprietorship																											
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail																											
4.	Full address of operating/ Registered Branch Office with Telephone no. FAX and E- Mail with name of the Contact Person(s) and Mobile No.																											
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)																											
6.	PAN/GIR No. (Attach attested copy)																											
7.	Service Tax/GSTIN Registration No. (Attach attested copy)																											
8.	E.P.F. Registration No. (Attach attested copy)																											
9.	E.S.I. Registration No. (Attach attested copy)																											
10.	Documents showing completing at least one service of value not less than Rs. 50 Lakh per annum or 2 contracts of Rs. 25 lakh per annum related to providing similar services in a single contract.																											
11.	<p>Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of Government Departments PSUs and other Private sector, during the last five years in the following format. (Attach attested copies).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S. No.</th> <th>Details of Client along with address, telephone and fax numbers, email id</th> <th>Amount of Contract (Rs. Lakh)</th> <th>Duration of Contract from</th> <th>to</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>(If the space provided is insufficient, a separate sheet may be attached.)</p>	S. No.	Details of Client along with address, telephone and fax numbers, email id	Amount of Contract (Rs. Lakh)	Duration of Contract from	to																						
S. No.	Details of Client along with address, telephone and fax numbers, email id	Amount of Contract (Rs. Lakh)	Duration of Contract from	to																								
12.	Certificate of appreciation/satisfactory certificate from the last two major clients (preferably Govt./ PSUs)																											

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13.	Copy of registration with relevant authority for providing manpower to the Government offices.					
14.	Total No. of years of experience in providing manpower (i.e. Security Guard/ Technical staff- Jr. Engineer(Civil/Electrical/Electrician/ Office Assistant/ Data entry operators/Cleaning persons/ Attendants) with the list of clients year wise.					
	Unskilled	Semi-skilled	Skilled	Highly skilled		
15.	Income declared in I.T. returns for F.Y. 2017-18, 2018-19 (enclose copy of I T Returns acknowledgement for the relevant assessment years).					
	2017-18		2018-19			
16.	Total Service Tax/GSTIN Remitted in F.Y. 2017-18 and 2018-19					
	2017-18		2018-19			
17.	Total Turnover of the business in F.Y. 2016-17, 2017-18					
	2017-18		2018-19			
18.	Total No. employees in the service providing company/agency/firm					
19.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU/Institutions					
20.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document - Annexure-III)					
21.	Details of Earnest Money Deposited: DD No Dated Amounts: Rs.....Drawn Bank...					

DECLARATION

1. Son/Daughter/Wife of Shri _____
Proprietor/Partner/Director, authorized signatory of the Company/Agency/ Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them:
3. The information / documents furnished along with tin - above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Tenderer

Full Name:

Seal:

Date:

Place:

(Signature of Tenderer)

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ANNEXURE- II

FINANCIAL BID

(To be kept in a separate sealed envelope)

Details of cost Services offered as per Para 7.5 of Section – I

STATION: - BHUBANESWAR

HEAD	Security Guard (Gunman/ (Ex-service Man))	Security Guard (Dandaman)
Amount Payable to		
Daily wages on per day basis		
EPF (13%)		
ESI (4%)		
Service Charges of Contractor		
GST		
Total Amount payable to Contractor		

******The number of manpower as per requirement from time to time.**

Note:-

1. If any discrepancies in the unit prices between the prices in figures and in words, the price quoted words will be taken as authentic.
2. The Service charge Quoted by the agency is such that the Minimum Wages does not less after any tax deduction.
3. If evaluation criteria (Technical + Financial) are same more than one firm the preference will be given to those firms who have own Training Centre under PSARA Act – 2005 by the name of owner.
4. If any bidder/Contractor quoted "NIL" Charges/Consideration over and above the Minimum Wages, the bid shall be treated as unresponsive and will not be considered (Ref Ministry of Finance, Department of Expenditure, P P Division Memorandum No. 29(1)/2014-PPD, dated 28.01.2014.

Date:

Signature of Tenderer

Name

Full Address

Telephone/Mobile No.

Email:

Company Seal

(Signature of Tenderer)

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FINANCIAL BID

(To be kept in a separate sealed envelope)

For Providing persons (e.g. Security Guard, Technical staff- Jr. Engineer, Office Assistant, Data entry operators, Cleaning persons, Gardeners, Attendants etc., as per requirement) in Office of the IITTM, Bhubaneswar.

1. Name of tendering Service Provider Company / Firm/ Agency:

2. Details of Earnest Money Deposit :
Amount :
D.D. / P.O & Date :
Drawn on Bank :

3. **CONTRACT RATES PER MONTH:** (Rates are to be quoted in accordance with Minimum Wages Act, 1948, **applicable in Central Govt. offices** and all other bye-laws applicable (inclusive of all statutory liabilities, taxes, Levys, cess etc.)

DEDUCTIONS: Income tax as applicable shall be deducted at source. The Service Providing Company/Agency/Firm shall be responsible for meting out all the tax implications as per Rules of other Government Departments.

Signature of Tenderer

Full Name:

Seal:

Dale:

Place:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service providing Company/Agency/Firm during the month.

(Signature of Tenderer)

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-B of Fraud and corrupt practice on the General Instructions for tender of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises on any Government, Central or State.
- b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt practice of the terms and conditions of the documents, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a Court of law or indicated of adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ Employees.

DECLARATION:

I hereby certify that the information furnished above is full and correct to the best, of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the Department in future.

Signature of Tenderer

Full Name:

Seal:

Dale:

Place:

(Signature of Tenderer)

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ANNEXURE-IV

Evaluation Criteria [Technical Bid-Persons (e.g. Security Guard, Technical staff- Jr. Engineer (Civil/Electrical), Electrician, Office Assistant, Data entry operators, Cleaning persons, Gardeners, Attendants etc., as per requirement)]

Technical Bid Parameters

1. Experience with Government Agencies /PSUs /Private Agencies (Marks 100).

In allowing marks, bidder having maximum experience will be allowed full 100 marks and others will be allowed marks proportionately:

Suppose there are four bidders with following experience:

- (i) A 18 Years
- (ii) B 15 Years
- (iii) C 10 Years
- (iv) D 08 Years

Score (Formula) $S(E) = 100 \times H/TH$

TH : Highest Number of years of experience quoted by a bidder of all the bidders.

H : Number of years of experience quoted by the bidder under consideration.

A = 100 (being highest)

B = $100 \times 15/18 = 83.32$

C = $100 \times 10/18 = 55.55$

D = $100 \times 08/18 = 44.44$

EVALUATION CRITERIA (Financial bid)

Name of the Party	Financial Proposal – on the basis of Service charge
A.	1%
B.	Upto 2%
C.	Upto 3%
D.	More than 3%

Financial Score

(Formula) $Sf. = 100 \times Fm/F$

Fm: Lowest price quoted by a bidder of all the bidders.

F : Price quoted by the bidder under consideration.

A.	=	100 (being lowest)	=	
B.	=	$100 \times 5.000/6.000/-$	=	83.33
C.	=	$100 \times 5.000/7.000/-$	=	71.42
D.	=	$100 \times 5.000/8.000/-$	=	62.5

Technical Score

A.	=	100
B.	=	83.32
C.	=	61.89
D.	=	51.66

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Weight-age for Technical and financial proposals.

Technical (T)	= 0.6
Financial (P)	= 0.4

NOW, TOTAL SCORES OF THE BIDDERS {Tech + Financial}

Name of the party	Technical (T)	Financial (P)
Total	6 x Tech. Score/10	4 x Fin. Score/10
A. 100	6x100/10 = 60	4x100/10 = 40
B. 83.32	6x83.32/10 = 49.99	4x83.33/10 = 33.33
C. 61.89	6x55.55/10 = 33.33	4x71.42/10 = 28.56
D. 51.66	6 x 44.44/10 = 26.66	4 x 62.5/10 = 25

Highest score of 100 obtained by Party A, therefore, contract may be given to Party A.

(Signature of Tenderer)