

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

F.No. I-

Dated: _____

TENDER NOTICE

The undersigned invites for and on behalf of IITTM, Gwalior tenders in two bid system from the firms having experience in providing Manpower Staff in respect of the following:

S. No.	Description	Earnest Money Deposit (EMD)
1	Supply of Manpower at IITTM, Gwalior and IITTM Noida	Rs. 10.00 Lakh

The tender documents can be downloaded from the following website: <https://www.iittm.ac.in>

Notice for Inviting Open Tender

On behalf of the Director, IITTM open tenders are invited for providing manpower services in the IITTM Campuses at Gwalior and Noida (*as per requirement*) from licensed firms/ companies/ agencies having sufficient experience of work in Govt. / Semi-Govt. organizations/ institutions/ private sector.

Tender document shall be accompanied by a Demand Draft/Banker's Cheque for Rs. 5,000/- (Rupees Five Thousand only) drawn on any Nationalized Bank, payable in favour of the **Director, IITTM** towards cost of the tender form (non refundable).

Tenders are invited in two parts, i.e. **(1) qualifying bid and (2) financial bid. The tender form for qualifying bids may be submitted in the Performa prescribed at Annexure-I and the tender form for the financial bid in the Performa prescribed at Annexure-II**, complete in all respects, may be put in different envelopes duly sealed and super scribed as Qualifying bid and Financial Bid respectively. Both these envelopes shall be put in bigger sealed envelope super scribing "**Tender for supply of Manpower Services**" and should be dropped in Tender Box at Reception, Indian Institute of Tourism and Travel Management, Govindpuri, Gwalior.

The Tender document along with instructions, scope of work and terms & conditions can be downloaded from the institute's website www.iittm.ac.in.

1.	Last date & time for downloading of Tender documents through website	21.03.2023 at 1500 hrs.
2.	Last date & time for submission of Tender Document at Reception, IITTM, Gwalior.	21.03.2023 at 1530 hrs.
3.	Technical bid Opening Date and Time	21.03.2023 at 1600 hrs.
4.	Financial bid Opening Date and Time	Will be announced later

Place of Opening of Tender Bids – Conference room, Academic block, IITTM Gwalior.

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

Director, IITTM

(Signature of Tenderer)

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INSTRUCTIONS FOR TENDERER

- i. The Indian Institute of Tourism and Travel Management, Gwalior requires sealed tenders from licensed firms/ companies/ agencies well experienced in providing manpower in Govt. / Semi-Govt./ PSU/ Institutional offices.
- ii. The contract shall be initially for a period of **one year from the date of award of the contract**. The period of the contract could be further extended on the discretion of the Director, IITTM if the services of the successful bidder are found to be satisfactory. The period could also be curtailed / terminated before the contract period on finding the deficiency in service or substandard quality of services of the Company / Firm / Agency who has been awarded the contract. The Institute, however, reserves right to terminate the initial contract also 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 by Authorized Signatory only**, as per the requirements of Technical Bid as given in Annexure -I, failing which their bids shall be summarily / out rightly rejected and will not be considered 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 of paper 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 initialed 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, Gwalior 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, time & 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.

**INDIAN INSTITUTE OF TOURISM AND TRAVEL MANAGEMENT
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A. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY

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

1. The Registered Office or one of the Branch Offices (Registered) of the Firm / Agency should be located within the **local limit of Gwalior/NCR**.
2. The Company/Firm/Agency should be registered with the appropriate registration authority with regard to providing manpower to the Government offices.
3. The Company/Firm/Agency should have at least **five years** experience in providing similar services to Public Sector Undertakings or Government Departments or Govt. Autonomous bodies or Private Sector etc.
4. The Company/Firm/Agency should have its own Bank Account.
5. The Company/Firm/Agency should exist on the records of Income Tax and GST.
6. The Company/Firm/Agency should have valid ISO certificate.
7. The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
8. The Company/ Firm/ Agency should have at least one service contract of value not less than **Rs. 1.00 crore per annum** related to providing similar services in a single contract during the last financial year (2021-22).
8. The Company/Firm/Agency must have gross turnover of **Rs. 2.00 crores per annum** during the last three financial years (2019-20 to 2021-22).
9. The bidder shall also furnish Bank Solvency Certificate in F/o DIRECTOR, IITM of Rs. 60.00 Lakh.
10. The 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 Financial Years.
11. The bidder should not be a blacklisted firm by any of the Department/Institutions of Central Government/State Government/ Public Sector Undertaking/ Local Body etc. **(The bidder shall have to submit an undertaking on Non-Judicial Stamp Paper of Rs. 10/- duly signed and stamp by the bidder and the same should be attested by Notary Public, Govt. of India during the Bid submission period).**
11. Preferably the Agency should have ISO 9001-2015, OHSAS 18001:2007, SA:8000.
12. Operational manpower on Roll (Highly Skilled, Semi-skilled, Skilled, Gardner, Housekeeping, etc.) should not be less than 200. The documentary evidence duly certified by the appropriate authority to this effect should be attached.
13. The agency must attach last year's EPF/ ESI Challans along with ECR of Manpower for further verification.
14. There should be no case civil/ criminal/ arbitration pending with the police or other statutory/ legal forums.
15. To become eligible, the bidders shall have to furnish **an undertaking on Non- Judicial Stamp Paper of Rs.10/- duly signed and stamp by the bidder and the same should be attested by Notary Public, Govt. of India during the bid submission period detail as under: -**

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UNDERTAKING

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in IITTM, GWALIOR in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the IITTM shall be free to forfeit the entire amount of EMD/Performance Guarantee.

16. The bidder has to submit certificate that they should not have incurred any loss for more than two years during last five consecutive years' balance sheet, duly certified by the Chartered Accountant.

B. LEGAL

1. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, 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 does not meet out any tax liability, then it will be met, out of the Performance Security Deposited by the contractor.
2. The Service provider shall also be liable to deposit all taxes, levies, cess etc. on account of service rendered by it to the office of Indian Institute of Tourism and Travel Management, **Gwalior** from time to time as per extant rules and regulations on the matter.
3. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authorities of this Office or any other authority under Law.
4. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax laws, as amended from time to time and a certificate to this effect shall be provided to the Agency by the Institute.
5. 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 recover out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
6. All disputes are subject to the jurisdiction of **Gwalior**

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C. FINANCIAL

1. The Technical Bid should be accompanied with an Earnest Money Deposit of **Rs. 10.00 lakhs in the form of Demand Draft/** Pay Order drawn in favour of the **“Director, IITTM, failing which the tender shall be out rightly rejected.**
2. The EMD received from a tenderer which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the bidder fails to provide services against the initial requirement mentioned in the contract, within 15 days of placing the order, the EMD shall stand forfeited without giving any further notice.
3. Bids, offering rates which are lower than the minimum wages {as applicable for the Central Government offices fixed by Labour Commissioner (Central) under the Minimum wages Act 1948} for the pertinent category, would be rejected.
4. The successful bidder will be required to deposit a Performance Security Deposit of sum of **Rs. 12.00 lakhs** within 10 days of the receipt of the formal letter in this regard. After receipt of the performance security the work order will be issued. The performance security will be furnished in the form of the Account Payee Demand Draft or bank Guarantee drawn in favour of the **Director IITTM** or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of Service Provider Company/ Firm/ Agency but hypothecated to IITTM, Gwalior. The performance security should remain valid for a period of 6 months beyond the date of completion of all the contractual obligations of the supplier. The institute shall not pay any interest on the Performance Security Deposit etc.
5. 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.
6. 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.
7. 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.
8. Settlement of disputes will be as per Indian Arbitration and Conciliation Act -1996 and venue will be the Office of the **Director, IITTM Gwalior**. It is clarified that the sole arbitrator if adjudicates 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.**
9. 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 of the problems encountered at any stage.

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D. List of mandatory documents to be submitted by the bidders along with the technical bid

The copy of following documents in support of eligibility of bidder should be submitted:

1. The bidder ensures to submit the tender fee in form of Demand Draft as prescribed along with technical bid.
2. The bidder ensures to submit the EMD as prescribed along with technical bid.
3. Undertaking that the bidder has never been black listed as prescribed.
4. One recent passport size photograph(s) of the authorized person(s) of the Firm/Agency with name, designation. Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers of Directors/Partners also (b) Valid Employees Provident Fund Registration Certificate (c) Valid ESI Registration Certificate (d) PAN Card under Income Tax Act, (e) GST Registration Number, (g) Valid ISO Certificate.
5. Proof of Average Annual turnover on similar type of works during the immediate last 3 consecutive years - Certificate to this effect issued by the Chartered Accountant of the firm.
6. Bank Solvency Certificate: solvency certificate **in F/o DIRECTOR, IITM** of the amount as prescribed issued by a Commercial Bank.
7. Undertaking in reference of clause A (12) of technical requirement, (on letter head of the firm).
8. Undertaking in reference of clause A (17) of technical requirement. (Furnished on Non-Judicial Stamp Paper of Rs. 10/- duly signed and stamp by the bidder and the same should be attested by Notary Public, Govt. of India during the bid submission period).
9. Proof of experience as prescribed.
10. Detail/List of works in hand showing the total strength of manpower staff. (On letter head of the firm).
11. The bidder should not have incurred any loss for more than two years during last five (05) consecutive years as prescribed at A(18) of technical requirement.
12. The bidder has furnished copy of monthly contribution challan and ECR of last one month under EPF and MP Act 1952 & ESIC and MP Act, 1948 from the last date of the submission of the bid.
13. Audited balance sheet along with profit & loss account statement of last three financial years ending 31st March 2022, certified by the CA.
14. The contractor has to ensure the following: (a) The contractor shall obtain a valid labour license in terms of Contract Labour (Regulation & Abolition) Act-1970 (b) The contractor shall pay the contribution of ESI & EPF for which the contractor registered himself with EPFO and ESIC (c) The contractor has to maintain the following registers for workman employed by the contractors, register of wages. Wages slip, Employment Card, service Certificate, Register of deduction for damages or loss, register of overtime and register of advance.
15. Company profile with details with organization chart and top Management/ Officials list partners/Directors/Top Executives on letter head of the firm.

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E. EVALUATION CRITERIA

Technical Bid Parameters:-

The bidder will be given marks on the basis of Technical Point Sheet (**Annexure IV**).

To become eligible for short listing the bidder must secure at least 70% marks in each and 75% marks in aggregate.

S.No.	Criteria as per Annexure-IV	Check List
1	Financial Strength	Certificate of Chartered Accountant
2	Performance of work	Successfully Completed work performance certificate (s) as per Clause No. 3 of Terms and Conditions.
3	Experience	Modified as per amended condition.
4	Operational Manpower	Undertaking supported by copy of latest EPF/ ESIC Challan

Technical Bid Parameters:-

Weight age - 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 that meet the minimum qualifying marks and will then be inspected to confirm that these are sealed and unopened. Thereafter these Financial Proposals shall be opened, and the total price shall be read loudly and recorded.*
- c) *The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (fs) of 100 points. The financial scores (fs) 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-(Sf) 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:

$fs = 100 \times fm / F$. 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 (Annexure – IV), and Financial (P) = 0.4

- d) *No negotiation will be undertaken with any bidder except the highest points achiever.*

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e) MANPOWER STAFF LAY OUT PLAN

OFFICE HOURS: 9.30 AM to 6.00 PM

SHIFT 1: 6.00 AM TO 2.00 PM

SHIFT 2: 2.00 PM TO 10.00 PM

SHIFT 3: 10.00 PM TO 6.00 AM

IITTM, GWALIOR

S. No.	PLACE/ BUILDING	Shift/ Time	Highly Skilled	Skilled	Semi-Skilled	Unskilled	House-keeping*	Gardner*	Total
1.	Director Office/ PA Room	Office Hours	01	-	01	-	-	-	02
2.	Office of Nodal Officer	Office Hours	-	01	-	01	-	-	02
3.	Academic Cell	Office Hours	01	-	-	01	-	-	02
4.	Administration Cell	Office Hours	02	03	01	-	-	-	06
5.	Accounts Department	Office Hours	-	01	-	01	-	-	02
6.	Library & RTI Cell	Office Hours	-	01	-	-	-	-	01
7.	Admission Cell	Office Hours	-	02	-	01	-	-	03
8.	Boys Hostel no. 1	01	-	-	-	01	01	-	02
		02	-	-	-	01	-	-	01
9.	Boys Hostel no. 2	01	-	-	-	01	01	-	02
		02	-	-	-	01	-	-	01
10.	Boys Hostel no. 3	01	-	-	-	01	01	-	02
		02	-	-	-	01	-	-	01
11.	Girls Hostel no. (Female Staff only)	01	-	-	-	01	01	-	02
		02	-	-	-	01	01	-	02
12.	Executive Hostel	01	-	-	-	01	01	-	02
		02	-	-	-	01	01	-	02
13.	Director's Bungalow	01	-	-	-	01	-	-	01
		02	-	-	-	01	-	-	01
14.	Office Car Driver	01	-	01	-	-	-	-	01
		02	-	01	-	-	-	-	01
15.	Academic Wing	01	-	-	-	-	03	-	03
16.	Administrative Wing	01	-	-	-	-	03	-	03
17.	Gardening Staff*	01	-	-	-	-	-	12	12

*** Out of the manpower supplied for housekeeping and gardening, one person in each category should look after the supervision work.**

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IITTM, NOIDA

S. No.	PLACE/ BUILDING	Shift/ Time	Highly Skilled	Skilled	Semi-Skilled	Unskilled	House-keeping*	Gardner*	Total
1.	Office of Nodal Officer	Office Hours		01		01			02
2.	Examination Cell	Office Hours	02		01				03
3.	Administration Cell	Office Hours		04	01	02	11		18
4.	Accounts Department	Office Hours		01		01			02
7.	Boys Hostel no. 1	01			03				03
		02			03				03
		03			03				03
8	Girls Hostel no. (Female Staff only)	01			03				03
		02			03				03
9.		03			03				03
10.	Computer Lab	Office Hours	-	01					01
16.	Gardening Staff*	01		01				04	05

* Out of the manpower supplied for housekeeping and gardening, one person in each category shall look after the supervision work.

The scope of work could be modified during the period of the contract by mutual consent.

Terms and conditions:

1. The Firm/Agency shall provide manpower staff to the Institute within the assigned premises as required by the Institute.
2. The Firm/Agency may *employ manpower staff with proper screening and verification*. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty clause on the agency.
3. Every manpower staff deputed by the Firm/Agency should be in good physical health and be qualified according to the work /duties assigned to him/her with *proper medical certificate*. Violation of this condition shall be treated as breach of important contractual condition and shall attract penalty points.
4. While working at the premises of the Institute, the manpower staff shall work under directives and guidance of the official of the institute as authorized.
5. The Firm/Agency should provide an identity card to all the manpower staff. A photocopy of these cards along with manpower staff data shall be given to the Institute for record, verification etc.
6. The Institute shall have the right to check and supervise the manpower staff on duty through an Institute's representative to be named by the institute. The decisions of the Director, IITTM/Nodal Officer/**Concerned Officer** shall be binding on the Firm/Agency .
10. The Firm/Agency shall comply with all statutory requirements existing as well as those promulgated from time to time viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shop & Establishment Act, Contract Act as well as obtaining of labour license from the concerned labour commissioner (Central) etc. whichever is/are applicable to the Firm/Agency and shall be held

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responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard if any. Further, Firm/Agency shall not involve the Institute in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Firm/Agency shall be solely responsible. In case due to violation of any law explicitly or otherwise, including labor laws etc., any liability is put upon the Institute, the Firm/Agency shall undertake to indemnify the Institute completely.

11. The Firm/Agency shall supply a certified copy of their registration No. under the Shop & establishment Act, the Provident Fund Act, ESI, Labor Rules and Income Tax etc.
12. The manpower staff deployed by the Firm/Agency in the Institute shall be removed immediately if the Institute considers such removal is necessary on administrative grounds. The Firm/Agency shall also immediately remove manpower staff, if he/she found not discharging his duties correctly or is of doubtful character and shall replace him with substitute either on its own or on the demand of the Institute. In case of removal of such staff, no claim shall be maintainable against the Institute.
13. If the Institute incurs any expenses or any liability is put on it in connection with the deployment of the employee of Firm/Agency, the same shall be reimbursed by the Firm/Agency failing which it will be adjusted from the bill of Firm/Agency.
14. The Firm/Agency shall ensure that the staff deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India / any State or any Union Territory.
15. The institute will not make any arrangement for the residential accommodation to the deployed staff in any case.
16. The Firm/Agency shall submit a certificate along with the monthly bills certifying that the manpower deputed by them in the campus of the Institute have been paid minimum wages, as enforced from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with.
19. The wages/salary shall be disbursed by the agency through Digital mode payment/RTGS only in their Bank Account.
20. Any violation of the provision of Minimum Wages Act shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.
21. The Firm/Agency shall take into consideration all levies and statutory taxes while quoting the tender. However, if any fresh taxes, charges etc. are levied by the Local / State / Central govt., subsequent to the date of opening of tender the same shall be reimbursed by the Institute against proof of production of payment.
22. The manpower staff shall remain on duty for 8 (eight) working hours.
23. At no time shall there be more than 10% of the contracted manpower on leave or absent from the Institute duty. In case of long-term absence due to sickness, leave etc. Firm/Agency shall ensure replacement without any additional liabilities to the Institute.
24. All the assets and articles provided by the Institute shall be the property of the Institute and the Firm/Agency shall be merely the custodian of such assets and articles. On termination of contract either by efflux of time or any time earlier than the stipulated period as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.
25. In addition to the number of manpower staff listed in the Price Schedule, the Firm/Agency shall undertake to engage / employ and provide additional number of staff as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule.

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26. The payment for services under this agreement shall be made on monthly basis, through digital mode payment, drawn in favour of the Firm/Agency. The digital mode payment shall be paid within 07 working days of receipt of the bill for each calendar month, duly supported with the requisite details of the daily attendance and other records, which shall be open for inspection by the Institute. The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.
27. Income Tax (TDS/GST) as applicable at current prevailing rate will be deducted at source.
28. The manpower employed by the agency to the Institute will be the employees of the Firm/Agency and the Institute shall have no direct liability related to their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the manpower staff employed by the Firm/Agency shall have no right whatsoever to claim employment from the Institute.
29. The manpower staff employed by the Firm/Agency will not join any union of the Institute nor shall they make any claim on service or other matter. They shall also not form any union associated with the Institute and shall have absolutely no claim to subscribe or for election in any unions/association of the Institute.
30. The Firm/Agency shall undertake, at its own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the Security staff employed in the security of the Institute by organizing suitable training programs for them on the routine basis. This training program may be included in their duty, i.e. two hours in a week. It may include various aspects of security of a vital installation, expected major threats, and measures to curtail these threats, use of security equipments, and use of fire arms to armed guards etc.
31. Any payment required to be made by the Firm/Agency to its manpower staff in compliance of any of the laws of the land, shall be the sole responsibility of Firm/agency. This would include specific responsibility with regard to the provision of the minimum wages act and / or any other law, which may be applicable in the instant case. The Institute will in no case be responsible for default, if any, in this regard. Even if, as per provision of any relevant enactments the liability becomes that of the Institute it is clearly agreed that the same shall be deemed to be that of Firm/Agency and shall be discharged by them. The Institute's liability towards manpower staff will be limited to the extent of the wages laid down, and will be accepted by the Institute.
32. The Firm/Agency in discharge of its duties will be bound by operational parameters.
33. In case of any delay in payment to the Firm/Agency by the Institute on account of administrative reasons, the Firm/Agency will not delay the payment to the manpower staff deployed in the Institute and will not depend upon payment by the Institute. It will be the sole responsibility of the Firm/Agency to make the payment of the wages to the manpower staff in the first week every month and any delay in this regard will invite negative points against the Firm/agency.
34. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located in Gwalior.
38. The Firm/Agency shall be bound to perform the assigned jobs even though the same may not have been included in the schedule of services. The charges for the extra services not mentioned in the Price Schedule should be settled mutually.
39. No interim queries during the tender process will be entertained.
40. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bid documents by amendment and publish in Institute website.
41. The Firm/Agency shall be responsible for the good conduct and behavior of its employees. If

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any employee of the Firm/Agency is found misbehaving with the Institute's Employees, Faculty or Students of the Institute, the Firm/Agency shall terminate the service of such employee at their own risk and responsibility.

42. Individual signing of the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
- a. A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b. A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - c. Provided that:
 - i. In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
 - ii. In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.
 - iii. A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract. Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he has signed such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.
43. In the event of any loss being caused to the Institute on account of the negligence of the employee of the Firm/agency, the agency shall make good the loss sustained by the Institute, either by the replacement or on payment of an adequate compensation on actual basis.
44. The Firm/Agency shall not appoint any sub-agency to carry out any obligations under the contract.
45. None of the employees of the Firm/Agency shall enter into any kind of private work within or outside the campus of the Institute. Non-compliance with this provision will be deemed to be violation of the contract inviting penal action.
46. The employees of the Firm/Agency shall be of good character and of sound health.
47. Firm/Agency shall abide by all laws of the land including, Labour Laws, (ESI, PF, BONUS etc.) Companies Act, Tax Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Firm/agency, and it shall not involve the Institute in any way whatsoever.
48. In case of any dereliction of duty, gross negligence, an unintended or intended damage caused by the Firm/Agency or its staff or otherwise any harm done to the Institute, its properties, its designated officials or other employees, the Firm/Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty, which the Director, IITTM may deem fit.
49. The Manpower staff shall be required to work in shifts as per requirement.

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50. The attendance of the manpower staff should be through biometric machine only. The payment will be made on the basis of the report generated through biometric machine.
51. Any change of manpower staff should be done with the prior approval of the Competent Authority of IITTM Gwalior.
52. Firm/Agency shall apply to the Central Labour Commissioner for obtaining a labour license within a reasonable time and will submit a copy of the license to the Institute within 15 days of award of contract.
53. On termination / expiry of the contract, the Firm/Agency will immediately remove all its manpower staff from the premises.
54. The tender shall remain valid for a period of 180 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be liable to be cancelled and 100% (hundred percent) of the Earnest Money shall be forfeited.
55. Any of the following action's / commission's / omission's are likely to cause rejection of bid summarily:
 - a. Any bid received late without conclusive proof that it was delivered before the specified closing date & time.
 - b. Any bid not accompanied by required Earnest Money Deposit (EMD) or Tender fee.
 - c. Any bid received unsealed or improperly sealed.
 - d. Any conditional bid or bid offering rebate.
 - e. Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Document.
 - f. Any bid received without and latest attested Income Tax clearance copy.
56. Institute reserves the right to negotiate with L-1 bidder to arrive at the fair and reasonable price. In case of L-1 is more than one, then it would be at the discretion of the committee to negotiate with L-1 parties. The decision of the Director, IITTM will be final in all respects and will be acceptable to all the tenderers.
57. The award of work order, when issued to the successful bidder, will constitute the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non-judicial stamp paper of Rs.100/- duly executed, all of which finally form the contractual obligations to be adhered and performed by the bidder, and the non-performance of any of such obligations make the bidder liable for consequential effects.
58. The bid shall not contain corrections, erasures or over writing.
59. The Institute does not bind itself to accept lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of the Institute's action.
60. The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) and commence the work within 1 (one) month from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
61. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the manpower staff and incentives if any, cost of minor equipment such as batons, torch etc., consumables such as electricity etc. and contingent expenditure incidental to the work, contractor's profit etc. Nothing extra shall be payable in addition to the accepted rate for each individual item as per the Price Bid.
62. The Firm/Agency shall maintain Attendance and Wages registers for all manpower staff engaged under the contract at Institute and will also take out Workmen's Compensation insurance policy. The Contractor must make the payment of wages to guards by 7th of every

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month. The wages of labour engaged for providing security services shall be not less than the minimum wages notified by the Central Govt./ Central Labour Commissioner Notification, from time to time.

63. The amount of PF/ESI/Service taxes will be reimbursed to the agency on submitting the proof of payment.
64. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reasons thereof.
65. **Arbitration:** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by mutual understating of both the parties. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to proceed denovo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also a term of the contract that the cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall be at Gwalior. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause
66. **Forced Measures:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract. Provided, also that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the Firm/agency, the manpower staff & equipment deployed in the campus until a new Firm/Agency is appointed and commences the operation.

67. Penalty

On receipt of Complaint, non-adherence of terms & conditions specified in tender document, indiscipline and unsatisfactory operation of services by the Contractor or its employees deployed in the Institute, a penalty up to Rs. 2000/- will be levied after approval of the Competent Authority.

For Unsatisfactory services noticed during the inspection by Institute Officials, a penalty upto Rs. 5000/- will be levied after approval of the Competent Authority.

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Annexure - I

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing outsource staff in IITTM

S. No.	Particulars	Yes/No	Page No.												
1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)														
2.	Name of proprietor/Director of Company/Firm/Agency														
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.	Registered Security License No. with the appropriate registration authority														
7.	PAN/GIR No. (Attach attested copy)														
8.	GSTIN Registration No. (Attach attested copy)														
9.	E.P.F. Registration No. (Attach attested copy)														
10.	E.S.I. Registration No. (Attach attested copy)														
11.	ISO Certificate														
12.	Documents showing completing at least one service of value not less than Rs. 1.00 crore per annum related to providing similar services in a single contract during last Financial Year (2021-22).														
13.	Documents showing gross turn over 2.00 crore per annum during last 03 Financial Years (2019-20 to 2021-22).														
14.	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). <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">S. No.</th> <th rowspan="2">Details of Client along with address, telephone and fax numbers</th> <th rowspan="2">Amount of Contract (Rs. Lakh)</th> <th colspan="2">Duration of Contract</th> </tr> <tr> <th>from</th> <th>to</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> (If the space provided is insufficient, a separate sheet may be attached.)	S. No.	Details of Client along with address, telephone and fax numbers	Amount of Contract (Rs. Lakh)	Duration of Contract		from	to							
S. No.	Details of Client along with address, telephone and fax numbers				Amount of Contract (Rs. Lakh)	Duration of Contract									
		from	to												
15.	Certificate of appreciation/satisfactory certificate from the last two major clients (preferably Govt./ PSUs)														
16.	Total No. of years of experience in providing manpower with the list of clients year wise. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>														
17.	Income declared in I.T. returns for F.Y. 2019-20, 2020-21, 2021-22 (enclose copy of Income tax returns acknowledgement for the relevant assessment years). <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>2019-20</td> <td>Rs.</td> <td>2020-21</td> <td>Rs.</td> <td>2021-22</td> <td>Rs.</td> </tr> </table>	2019-20	Rs.	2020-21	Rs.	2021-22	Rs.								
2019-20	Rs.	2020-21	Rs.	2021-22	Rs.										
17.	Total Service Tax/GSTIN Remitted in F.Y. 2019-20, 2020-21, 2021-22 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>2019-20</td> <td>Rs.</td> <td>2020-21</td> <td>Rs.</td> <td>2021-22</td> <td>Rs.</td> </tr> </table>	2019-20	Rs.	2020-21	Rs.	2021-22	Rs.								
2019-20	Rs.	2020-21	Rs.	2021-22	Rs.										
19.	Details of employees in the service providing company/agency/firm														
20.	Affidavit stating that the agency has not been black listed by Centre /														

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	State Government / PSU/Institutions		
21.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document - Annexure-III)		
22.	Details of Earnest Money Deposited: DD No Dated Amounts: Rs..... Drawn Bank...		
23.	Bank solvency certificate of Rs. 60.00 Lakh		
24.	Annual Performance Sheet shall be filled by the Govt. Office/PSU/ where you are providing manpower services (Minimum 3 parties) during last three financial years.		

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

Date:
Place:

Full Name:
Seal:

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ANNEXURE- II

FINANCIAL BID

(To be kept in a separate sealed envelope)

STATION: - GWALIOR

Head	Highly Skilled		Skilled		Semi-skilled		Unskilled	
	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly
Amount Payable to								
Daily wages on per day basis								
EPF								
ESI								
Service Charges of Contractor								
GST								
Total Amount payable to Contractor								

STATION: - NOIDA

Head	Highly Skilled		Skilled		Semi-skilled		Unskilled	
	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly
Amount Payable to								
Daily wages on per day basis								
EPF								
ESI								
Service Charges of Contractor								
GST								
Total Amount payable to Contractor								

1. Name of tendering Service Provider :
Company / Firm/ Agency
2. Details of Earnest Money Deposit :
Amount :
D.D. / P.O & Date :
Drawn on Bank :

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)

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Note:-

1. If any discrepancy is found in the unit price, in the prices mentioned in figures and in words, the price quoted in words will be taken as authentic.
2. No TDS will be deducted by the contractor while making payment to the security personnel.
3. If any bidder/Contractor quoted "NIL" or less than 1% Service Charge, 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.
4. 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.
5. 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.

Date:

Signature of Tenderer

Name

Full Address

Telephone/Mobile No.

Email:.

Company Seal

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.

Date:

Signature of Tenderer

Place:

Full Name:

Seal:

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ANNEXURE - IV

TECHNICAL POINTS SHEET

**Parameter for technical evaluation of Security Agencies for
SUPPLY OF MANPOWER AT IITTM PREMISES**

FINANCIAL ASPECT				
1.	Financial Strength (Max. 30 Marks)		Marks	Evaluation
	i.	Average Annual Turnover of the last three years of the Firm/ Agency (up to the financial year ending March 2022)	25	i) 70% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) — on pro-rata basis
	ii.	Solvency Certificate	05	

2. Performance of work (Max. 20 Marks)				
			Marks	Evaluation
	i.	Excellent	20	
	ii.	Very Good	18	
	iii.	Good/Satisfactory	16	
	iv.	Fair	12	
	v.	Poor	00	

3.Experience in similar works (Max. 25 Marks)				
			Marks	Evaluation
	i.	Supply of Manpower	25	70% marks for minimum eligibility criteria. 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) — on pro-rata basis

4.Human Resources (Max. 25 Marks)				
			Marks	Evaluation
		Current Operational Manpower on Roll		
	i.	200 to 500	15	
	ii.	501 to 1000	20	
	iii	1001 or more	25	

To become eligible for short listing the bidder must secure at least 70% (Seventy Percent) marks in each and 75% (Seventy Five Percent) marks in aggregate.

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ANNEXURE – V

ANNUAL PERFORMANCE ASSESSMENT

(Please refer clause 24 of Annexure – I)

S. No.	Criteria	Negative Marks on each occasion	Marks obtained	Remarks
1.	Absent without prior information	02		
2.	Misbehavior by manpower or contractor	02/03		
3.	Post found vacant	02		
4.	Delay in payment to staff	01		
5.	Delay to settle EPF/ESI claim of manpower by contractor	01		
6.	Un-manned location	03		
7.	Monetary Loss to Institute due to negligence/theft or otherwise	01-04		Depending upon the severity of the case (since indemnified)
8.	Misuse of area of responsibility	05		
9.	Loss of image of organization due to deliberate act/ misdeed/ misbehavior by manpower staff	01-04		Depending upon the severity of the case (since indemnified)
Total Marks Obtained				

Assessment Criteria based on cumulative negative mark within one year:

Performance	Marks range
Excellent	00-03
Very Good	04-15
Good	16-30
Satisfactory	31-45
Average	46-70
Poor	71 and above

Authorized Signatory

Name:

Designation:

Seal:

(Signature of Tenderer)

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EVALUATION CRITERIA (Financial Bid)

Name of the Party	Financial Proposal – on the basis of Service charge (in percentage)
A.	1%
B.	Upto 1.5%
C.	Upto 2%
D.	More than 2%

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)	=	100.00
B.	=	$100 \times 1/1.5$	=	66.67
C.	=	$100 \times 1/2$	=	50.00
D.	=	$100 \times 1/2.5$	=	40.00

Technical Score

A.	=	100
B.	=	83.32
C.	=	55.55
D.	=	44.44

Weight-age for Technical and financial proposals

Technical (T) Annexure – IV	= 0.6
Financial (P)	= 0.4
Total	1.0

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	$6 \times 100/10 = 60$	$4 \times 100/10 = 40.00$
B. 83.32	$6 \times 83.32/10 = 49.99$	$4 \times 66.67/10 = 26.67$
C. 61.89	$6 \times 55.55/10 = 33.33$	$4 \times 55.00/10 = 22.00$
D. 51.66	$6 \times 44.44/10 = 26.66$	$4 \times 40.00/10 = 16.00$

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