Government of India
Bhabha Atomic Research Centre
Human Resource Development Division

NOTICE INVITING TENDER

Ref. No: BARC/HRDD/Admin/13/NIT/2019/OPA-202049
Date: 29 Oct, 2019

1. Sealed quotations are invited for and on behalf of President of India by Head, HRDD, BARC, Mumbai for Data entry job (Semiskilled) and Auxiliary job (Unskilled) on contract basis in Human Resource Development Division, Bhabha Atomic Research Centre as detailed below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Task</th>
<th>Quantity of Job</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Data Entry Job for 22 working days in a month as mentioned in S. No. 4, 5 and 6.</td>
<td>2 Job</td>
</tr>
<tr>
<td>2</td>
<td>Auxiliary Job for 22 working days in a month as mentioned in S No. 4, 5 and 6.</td>
<td>2 Job</td>
</tr>
</tbody>
</table>

2. Estimated Cost: Rs 19,00,000/- (Rupees nineteen lakhs only).

3. Earnest Money Deposit: Rs 38,000/- (Rupees thirty eight thousand only).

4. Tenders without Earnest Money Deposit (EMD) shall be summarily rejected.

5. Two persons (Semi-skilled) required for S. No. 1 and Two persons (Un-skilled) required for S. No. 2.

5. Scope of Work:

- **S.No.1**: Data Entry Operator (Semi-skilled): Data Entry operations in PCs on MS Office – MS Word, Excel and other tools as directed, including typing, printing, maintaining registers / records, Xeroxing, conference room support, etc.
- **S.No.2**: Auxiliary (Un-skilled): Shifting of furniture, arrangement of books in Library, Xeroxing, binding, laminations of certificates, putting up of banners and other manual jobs assigned by the Officers of HRDD from time to time.

In addition to the above, the Auxiliary job involves work related to handing over and collection of urgent Dak, TSO’s answers sheets to/from Faculty members, TSO visit, Stores related job to be performed at KMG Office, Central Complex, RGB Office, Hall-7 and Mod Labs, BARC as well as HRDD, Anushakti Nagar.

6. Qualification:

- (i) **Data Entry Operator (Semi - skilled)**: MS – CIT (Maharashtra State – Certificate in Information Technology) or equivalent recognized computer course viz. – MS Word, Excel and other Office tools worth minimum two years experience in relevant field.
- (ii) **Auxiliary (Un-skilled)**: Minimum 8th std. In addition, he/she should be able to read Hindi / Marathi and English.

7. The period of contract will be for a period of two years, from the date of commencement of work subsequent to award of work order and its acceptance by the firm.

8. The quotation shall be submitted as per Annexure- I, II, III & IV along with satisfactory proof of:

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[Signature]

Head, Human Resource Development Division
Government of India
Bhabha Atomic Research Centre
Anushakti Nagar, Mumbai 94
a) Registration in appropriate class of Professional agency/contractors. Please enclose copy of certificate of incorporation and Memorandum of Association.

b) Average Annual Financial Turnover should be at least **Rs. 19 Lakhs of similar works** during last 3 years ending **31st March 2019**. This should be duly audited by a registered Chartered Accountant.

c) Should not have incurred any loss in more than two years during last five years ending **31st March 2019**.

d) List of works carried out during last 5 (Five) years showing the cost of works and their status i.e. completed / in progress, year-wise.

e) Performance Certificates.

f) Copy of valid GST Registration Certificate and Permanent Account Number (PAN) Card of the Company/Firm.

The agencies Shall have satisfactorily completed Two similar works, each costing not less than Rs. 10 Lakhs or one similar work costing not less than Rs.20 Lakhs. with some Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking during the last three years ending July 31, 2019.

**Joint ventures are not acceptable.**

For the purpose, ‘cost of work’ shall mean gross value of the completed work.

For the purpose, ‘similar works’ means “Providing Data Entry Operators and Auxiliary staff for works specified in scope of work (S. No.5)”

Essential criteria which must be fulfilled by firms to be able to quote are given in NIT & “General Terms & Condition of Contract”. You are requested to carefully read this and ensure that your firm fulfils these essential criteria before quoting.

Head, HRDD, BARC, reserves the right to reject any or all quotations received without assigning any reason. The Proposals, which are incomplete and have not addressed or fulfilled the specified requirements, are liable for rejection.

9. The bidder/contractor shall submit along with the tender.

(i) A detailed list of similar jobs/services carried out by them in the past 5 years ending 31 July 2019 for different Government Departments or Public bodies as per Annexure-III. The bidder/contractor having experience of similar job in DAE units will be preferred. Proof of completion of Work/Performance Certificate must be submitted.

(ii) The bidder/contractor shall submit a copy of certificate of incorporation / registration and MOA (Memorandum of Association) as a proof of date of registration and to prove that the company has been registered for the type of services required as per this tender, i.e., for undertaking to provide for data-entry and auxiliary jobs.

(iii) Copies of Audited Balance Sheet and Profit and Loss Accounts for last 5 years, i.e. up to Financial Year Ending as on March 31, 2019.

(iv) Copy of valid GST Registration Certificate and Permanent Account Number (PAN) Card of the Company/Firm.
(v) A declaration in the Performa (Annexure-IV) to the effect that proprietor and/or employees of the firm dealing with this tender are not having close relatives in KMG.

(vi) An authorised representative of the firm must initial all pages of the Tender. The representative's authorisation to be confirmed by a written Power of Attorney accompanying the Tender.

10. The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, and rules framed there under and other labour laws affecting contract labour that may be brought into force / amended from time to time.

11. The quotations should be submitted only through registered posts / speed post through Indian Postal Service. Quotations sent through Courier / Hand Delivery will not be accepted.

12. Envelopes containing quotations should be super scribed by Ref. No., Due date and Name of work, sealed and addressed to

Head, HRDD, BARC
Training School Complex
Anushakti Nagar, Mumbai 400 094
Attn.: Shri Niteen Shende, APO, HRDD, Ph. - 2559 7618/7508
on or before 14/11/2019 (1600hrs.). Quotations received after last date will not be accepted.
No relaxation will be given for postal delay.

13. Head, HRDD reserves the right to reject any or all the quotations without assigning any reason thereof.

Encl : Annexure- I : General Terms and Conditions of the Contracts
Annexure- II : Proforma of Financial Bid
Annexure-III : Details of all works of similar work completed/under execution or awarded during last three years.
Annexure- IV : Declaration format.

[Signature]
Head, HRDD

Dr. A. P. Tiwari
Head, Human Resource Development Division
Government of India
Bhabha Atomic Research Centre
Training School, Anushakti Nagar, Mumbai 94
GENERAL TERMS AND CONDITIONS OF THE CONTRACTS

1. Period of Contract:
The contract will be for a period of two years from the date of commencement of work after issue of Work order and its acceptance by the firm. It can be extended for one more year at the same terms and conditions subject to satisfactory service in previous years. Any further extension beyond three years shall be subject to approval of the Competent Authority.

2. Scope of Work:

SL.No.1 : **Data Entry Operator (Semi-skilled)** : Data Entry operations in PCs on MS Office – MS Word, Excel and other Office tools as directed, including typing, printing, maintaining registers / records, Xeroxing, conference room support, etc.

SL.No.2 : **Auxiliary (Un-skilled)** : Shifting of furniture, arrangement of books in Library, Xeroxing, binding, laminations of certificates, putting up of banners and other manual jobs assigned by the Officers of HRDD from time to time.

In addition to the above, the Auxiliary job involves work related to handing over and collection of urgent Dak, TSO’s answers sheets to/from Faculty members, TSO visit, Stores related job to be performed at KMG Office, Central Complex, RGB Office, Hall-7 and Mod Labs, BARC as well as HRDD, Anushakti Nagar.

3. Qualification:

**Data Entry Operator (Semi-skilled)**: MS – CIT (Maharashtra State-Certificate in Information Technology) or equivalent recognized computer course viz. – MS Word, Excel and other Office tools worth minimum two years experience in relevant field.

**Auxiliary (Un-skilled)**: Minimum 8th std. In addition, he/she should be able to read Hindi / Marathi and English.

4. (i) The persons to be engaged by you should be adults (having attained majority) of **Good Health and decent behaviour**.

(ii) The Contractor shall deploy the required number of suitably trained staff for the work in General Shift or the Shift assigned by the supervising/designated officers of HRD Division, BARC.

5. List of similar Jobs/Services carried out by Tenders

The bidder/contractor must have at least 3 (three) years experience of successfully carrying out similar works in last 5 (Five) years ending on 31.03.2019, each of value 5 (five) lakhs or more. The bidder/contractor shall submit along with the tender, a detailed list of similar jobs / services carried out by them in the past for different Government Departments / DAE units or Public bodies during last 5 (Five) years ending on 31 July 2019 and also works in hand (progress) and certifying that the list of works are complete as per the Annexure-III.

For the purpose of clause ‘similar works’ means “Providing Data Entry Operators and Auxiliary staff for works specified in scope of work.

This clause will apply to MSMEs (Micro, Small and Medium Enterprises) and Startups also as the scope of work under this tender involves services and not procurements.
6. Earnest Money Deposit
   i. Earnest Money (2.0 % of the Estimated Cost of the work) shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the Pay and Account Officer, BARC. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
   
   ii. Interest shall NOT be payable on the Bid Security / Earnest Money deposit.
   
   iii. The successful bidder’s Bid Security/ EMD shall not be converted as part of Performance Security (Security Deposit). Performance Bank Guarantee is to be furnished for the full amount towards Performance Security (5 % of the value of contract). The Bid Security will be discharged upon the bidder’s acceptance of the contract. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier.

7. Performance Guarantee shall be 5% of the contract amount to be submitted in the prescribed format. Performance Guarantee shall remain valid for a minimum period of sixty days beyond the date of completion of all contractual obligations as per the tender document. The time allowed for submission of the performance guarantee shall be within 15 days from the issue of the Work order.

8. Security Deposit shall be collected @ 2.5% by deduction from the running bills as well as the final bill. Security Deposit kept with BARC shall not bear any interest. The SD shall be refunded after satisfactory completion of the contract based on the certification received from the Officer-in-charge, of the Division, BARC.

   Note: In exercise of para 16 of public procurement policy for Micro and small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and small Enterprises in all public procurements subject to meeting of Quality and technical specifications. However, as this work comes under service contracts, no exemption/relaxation regarding EMD, Security Deposit, turnover and experience will be given for Startups and Micro Small & Medium Enterprises (MSMEs) etc.

9. Taxes and Duties:
   i) Income Tax @ 2%, Surcharge, Primary Education Cess and Secondary and Higher Education Cess on Income Tax as applicable will be deducted from the payments made to you.
   
   ii) Goods & Services Tax (GST) as applicable as per the extant order on the subject shall be paid by the Tenderer to the concerned Department.
   
   iii) TDS on GST as applicable as per the extant order on the subject shall be deducted from the monthly bills/final bill.
   
   iv) Any other taxes/CESS as per Government directives shall be deducted from the payments made from time to time.

10. Wages:

   The contractor shall comply with the provisions of the ‘Contract Labour (Regulation & Abolition) Act, 1970 and rules and orders issued there under, from time to time. As per Para V (a) under Clause 25 of the said Act and Control Rules, it is obligatory on the part of the contractor to pay wages to the labour employed by him/her on the work at the same rates of wages as paid by the Principal Employer (i.e. BARC in this case) to the casual employees employed by him/her in Greater Mumbai/ Navi Mumbai areas. The rates of wages
applicable to Greater Mumbai Area (including Navi Mumbai) from 01.10.2019 are as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category</th>
<th>Total daily amount payable (Rs )</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Semi-skilled</td>
<td>666.00</td>
</tr>
<tr>
<td>(ii)</td>
<td>Un-skilled</td>
<td>603.00</td>
</tr>
</tbody>
</table>

11. **Distribution of Wages:**

The contractor shall pay the monthly wages to the worker who may be deployed by the Contractor under the contract to carry out the assigned jobs. The contractor will be responsible to comply with the provisions of Minimum Wages Acts of the Central Government / State Government, whichever is applicable and ensure payment of higher rate of not less than the Minimum Wages which include Bonus Pay and other allowance as applicable form time to time throughout the tenure of the contract. The Contractor shall pay monthly wages to the workers deployed by the contractor latest by 7th of every subsequent month preferably by ECS/cheque only along with payment slip as per guidelines / norms of Central Labour Enforcement Authority. If the payment is made by cheque, it should be given in presence of designated officer of HRD Division and two or three days in advance to ensure that the amount should be credited before 7th of every month.

12. **Settlement of bills:**

The contractor will submit claim for the preceding month along with acquaintance in support of the wages paid for previous month, and a certificate declaring that all the provisions of Minimum Wages Act of State / Central Government are complied with. The reimbursement of Goods and Services Tax (GST) will be made on production of documentary proof of having paid the tax to the respective Government Department. Please ensure that your PAN number, GST registration number is quoted on the bill. Payment will be released only through ECS. Bank details as per format should be furnished along with MICR code at the time of settlement of bills. Work order number, period of contract and payment in respects of month etc. should be quoted on the bill. Income Tax @ 2% will be deducted from the payment made to you.

The estimation for the job is done based on 22 working days (Typical) in a month. But settlement of bills will be done on the basis of actual working days in the respective month.

The Contractor shall deploy the required number of suitably trained staff for the job subject to a minimum of Four persons (Two Data Entry Operator and two Auxiliary staff) in the shift as directed by the Engineer/Officer-in-charge. If the Contractor engages less than four persons on any day, Rs 500/- (Rupees five hundred only) per head per day will be recovered as penalty from contractors monthly bill.

13. **Compliance:**

The contractor shall ensure compliance of the provisions under Minimum Wages Act from time to time. Persons below 18 years of age shall not be engaged by the Contractor.

14. **Arbitration:**

In the event of any question, dispute or difference arising under this work order in connection therewith except as to matters the decision of which is specifically provided under this work order the same shall be referred to the sole arbitration of Director, BARC.

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[Signature]

**Dr. A. P. Tlwari**

Head, Human Resource Development Division
Government of India
Bhabha Atomic Research Centre
Training School, Anushaktinagar, Mumbai 94
and if Director, BARC or the nominated representative is unable or unwilling to act as such sole arbitrator, the agreement to appoint arbitration will be in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceeding shall be the office of Director, BARC, Mumbai or such other place as the arbitrator may decide.

15. All letters posted through postal authorities (P&T) under registered cover to Contractor on the address given by the contractor will be considered to have been delivered in time.

16. Contractor should ensure the following while quoting jobs:

(i) Contractor should be registered under GST as applicable as per the extent order on the above work and shall be paid by the contractor to concerned department and same will be reimbursed by the Department after satisfying that it has been actually and genuinely paid by the Contractor.

(ii) Rate of GST should be mentioned separately, as applicable to the bidder.

(iii) Contractor should be registered under EPF & ESIC and as per law, or if Department asks for, then contractor shall pay EPF & ESIC of contract workers to concerned department and it will be reimbursed to him/her by the Department after satisfying that it has been actually and genuinely paid by the contractor. The bidder should not consider EPF & ESIC in his rates.

17. Payment on account of increase in wages due to Statutory Order(s):
The rate quoted shall remain firm throughout the currency of the contract. The contractor shall quote the rate taking into account of present minimum wages as applicable on the date of submission. If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (beyond the wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period), then the amount of contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. Supervising/Designated Officer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in wages.
The contractor shall, within a reasonable time of his/her becoming aware of any alteration in the wages of labour, give notice thereof to the Supervising/Designated Officer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.
For this purpose, the labour component of the work executed during period under consideration, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult mazdoor, fixed under any law, statutory rule or order.

18. Compliance with Government Labour Laws:
(i) The contractor shall comply with the various Labour Laws (both Central Government and State Government) and all necessary arrangements for labour security, insurance etc., shall be made by the contractor at his own cost.

(ii) The quantity and quality of work needs minimum 4 workmen to render service according to specifications. The contractor has to provide a breakup of his estimated monthly expenditure (Annexure II) considering various labour laws and other statutory obligations. The Department reserves the right to judge the reasonableness of the estimated monthly expenditure considering various labour laws. The bid with estimated monthly expenditure which is not reasonable (too low or high) will be rejected without further explanation.

(iii) Persons below 18 years of age shall not be engaged by the contractor. The contractor shall deploy suitable labourers for the jobs in consultation with supervising/designated officers of HRD Division, BARC.

(iv) Department shall not be responsible for any injury caused to contractor’s workforce due to any unsafe workmanship while working at site or for any other reason, whatsoever.

19. The Successful bidder whose tender is accepted will be required to obtain Police Verification Certificate (PVC) issued by Special Branch of Police at his own cost for all his workmen i.e. Data Entry Operators and Auxiliary staff to work inside BARC and should quote accordingly. The PVC will be valid for Minimum two years.

20. Identity Card:

The contractor must issue identity card to persons and submit police verification certificate for all persons engaged by him to HRDD.

21. Security Regulations:

(i) The contractor shall, strictly follow the security regulations of the Department all the time, especially in regard to the working hours, movement of materials and entry permits.

(ii) All the workers engaged should be in possession of a valid identity card (to be arranged by the contractor) in order to ensure that unauthorized persons do not enter the work place. Any breach of security rules and regulations will be viewed seriously.

(iii) Entry permits will be issued in favour of the contractor and his employees deployed for the work on an application made to the Head, HRD Division, BARC. For this purpose the contractor shall produce Police Verification Certificate for himself, and his employees/workers and supervisors along with the said application. Police Verification Certificates, thus submitted with respect to an individual, will be treated valid only for three years from the date of issue and on expiry of one year period a fresh police clearance certificate will have to be produced in case of any extension of the contract.

22. Termination of Contract:

If it is observed at any stage that the execution of work is not satisfactory, the contract/work order as a whole will be terminated and Security Deposit will be forfeited with the due notice of 90 days. The contractor will have no claim whatsoever on HRDD in this
regard and order of Competent Authority on this behalf shall be final and binding. In case the contractor intent to discontinue the contract for any reason, the contractor has to give three months notice and it will be accepted only after making alternate arrangement on mutually accepted terms failing which the security deposit will be forfeited.

23. **Confidentiality Clause:**

i) **Confidentiality:** No party shall disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as “Proprietary” nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, adviser of the employees engaged by a party with equal force.

ii) **Restricted Information’ Categories:** Under Section 19 of the Atomic Energy Act 1962 and “Official Secrets” under Sector 5 of the Official Secrets Act, 1923. Any contravention of the above mentioned revision by any contractor, sub contractor, consultant, adviser or the employees of a contractor will invite penal consequences under the aforesaid legislation.

iii) **Prohibition against use of HRDD’s name without permission for publicity purposes:** The contractor or sub contractor, consultant, adviser or the employees engaged by the contractor shall not use HRDD’s name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of HRDD.

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Dr. A. P. Tiwari
Head, Human Resource Development Division
Government of India
Bhabha Atomic Research Centre
Training School, Anushaktinagar, Mumbai 94

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PROFORMA FOR FINANCIAL BID
(TO BE TYPED ON COMPANY LETTER HEAD)

1. Name of the Company:
2. Details of rate quoted (figure may be written in words as well). In case of any discrepancy between figures and words, the amount written in words will be taken for consideration.

Name of the work: Data entry Job and Auxiliary Job at Human Resource Development Division

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Task / Job</th>
<th>Quantity of Job</th>
<th>Hiring Rate per Person (Rs / month)</th>
<th>Total Amount (Rs. / month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Data Entry Job for a typical 22 working days* in a month (as per scope of Work)</td>
<td>2 Jobs#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Auxiliary Job for a typical 22 working days in a month* (as per scope of Work)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tax and other levies if any (Indicate applicable rates)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amount for two years</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rupees (in words)

Signature of the Tenderer:

Date: ________________________________

(Seal / Rubber stamp of the Tenderer)

* Settlement of bills will be done on the basis of actual working days of deployment in the respective month.

# May vary as per actual requirement
DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED/UNDER EXECUTION OR AWARDED DURING LAST FIVE YEARS

Details of all works of similar class (see clause 5 of General Terms and Conditions of Contracts) completed during the last five years.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work/project and location</th>
<th>Owner or sponsoring organisation</th>
<th>Cost of work in Lakhs Rupees.</th>
<th>Date of commencement as per contract</th>
<th>Stipulated date of completion</th>
<th>Actual date of completion</th>
<th>Litigation / arbitration cases pending / in progress with details (indicate gross amount claimed and amount awarded by the Arbitrator)</th>
<th>Name and address/telephone number of officer to whom reference may be made</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Note: Enclose proof of satisfactory completion of Work Order.

Details of all projects of similar class (see clause 5 of General Terms and Conditions of Contracts) under execution or awarded

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work/project and location</th>
<th>Owner or sponsoring organisation</th>
<th>Cost of work in Lakhs Rupees</th>
<th>Date of commencement as per contract</th>
<th>Stipulated date of completion</th>
<th>Up-to-date percentage progress of work</th>
<th>Slow progress, if any and reasons thereof</th>
<th>Name and address/telephone number of officer to whom reference may be made</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Note: Enclose copy of Work Order.

Signature of the Tenderer:

Date:  

(Seal / Rubber stamp of the Tenderer)
DECLARATION

(TO BE TYPED ON THE FIRM/COMPANY LETTER HEAD)

I/We, the proprietor/proprietors hereby declare that to the best of our knowledge and belief we do not have any person from our blood relatives who may be employed in KMG, BARC. We also hereby declare that it will be ensured that persons to be deployed for Data Entry and Auxiliary jobs will not be from among the blood relatives of employees in KMG, BARC.

We further declare that at any time during execution of the work, if it is learnt that any person deployed here is blood relatives of employee in KMG, BARC the person will be removed and other suitable person will be deployed.

Signature of the Tenderer:

Date:

(Signature)

(Seal / Rubber stamp of the Tenderer)