



GOVERNMENT OF INDIA
OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE
& SERVICE TAX (AUDIT)
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NOTICE INVITING TENDER FOR HIRING OF VEHICLE FOR DEPARTMENTAL USE
AT SALEM

Sealed tenders are invited from prospective service providers with good track record in the field of Rent-a-cab service for supply of 1 number of motor vehicle for Audit Circle, Salem on monthly hire basis for a period from April'2017 to March'2018 for Departmental use.

Tender forms along with terms and conditions can be obtained from the Public Relation Officer O/o The Commissioner (Audit), Central Excise and Service Tax, Coimbatore or downloaded from www.cenexkovai.tn.nic.in or www.cbec.gov.in

Last date of receipt of tender: 10.04.2017 (4.00 P.M.)

Time of opening of bids: 11.04.2017 (3.00 P.M.)

Date : 28.03.2017
Place : Coimbatore


(S.MOHANAKRISHNAN)
ASSISTANT COMMISSIONER



GOVERNMENT OF INDIA
OFFICE OF THE COMMISSIONER (AUDIT,
CENTRAL EXCISE, SERVICE TAX & CUSTOMS
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C.No. I/ 22 /07/2015-PRO-Admn(Vol-2)

Date: 28-3-2017

NOTICE INVITING TENDERS FOR HIRING OF MOTOR VEHICLES

For and on behalf of the President of India, sealed tenders are invited from the registered, reputed and well established service providers for hiring of Motor Vehicles along with drivers as per the requirement mentioned below in the schedule for Office of the Assistant Commissioner (Audit), Central Excise, Service Tax and Customs, Salem, for a period of April'17 to March'18.

SCHEDULE

S.No.	Category of Vehicle	Number	Terms of Use	Remarks
1	Small size (entry level sedan, length not exceeding 4000 mm and engine capacity not exceeding 1500 cc for diesel and 1200 cc for petrol), such as Tata Zest, Tata Indigo, Maruti Suzuki Swift Dezire, Honda Amaze and Hyundai Accent , or its equivalent.	One	1. At an average of 25 days a month, including Saturdays, Sundays and other public holidays. 2. Maximum 2000 km a month.	1. White, black, or metallic silver or grey colour will only be preferred. 2. In an event of equal price being quoted for different models, models with higher and superior specifications will be preferred.

2. The number of vehicles to be hired may increase or decrease depending upon the future requirements and availability of funds.

3. The complete set of tender documents, including general terms and conditions and technical and Financial bid proforma, can be obtained from the office of the Assistant Commissioner (Audit-Admn), Office of the Commissioner (Audit), Central Excise, Service Tax and Customs, 6/7 A.T.D. Street, Race Course Road, Coimbatore 641018 between 1100 hours and 1600 hours on any working day until the **10th April'2017**, or can be downloaded from any of the following websites:**1.<http://cenexkovai.tn.nic.in> 2.www.cbec.gov.in .**

Tendering Process:

4. Tenders are invited in two parts i.e. (1) Technical bid and (2) Financial bid. The Tender form for technical bid is prescribed in Annexure - I and the tender form for the financial bid is prescribed in Annexure - II.

5. The sealed tender documents complete in all respects and with signature of the service provider appended on each page, may be submitted by the interested and eligible service providers by **4 P.M. on 10th April'2017** to the **Asst. Commissioner of the Salem Audit Circle** whose address given below:

Audit Circle, Salem located in the Office of the Commissioner of Central Excise & Service Tax, No. 1, Foulkes Road, Anai Medu, Salem-636001	Ms. SANGEETHA NEHRU (Deputy Commissioner) Ph. 9750470999
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6. The tender documents shall be sealed by the service provider submitting the tender in the following manner:

7. **Technical bid and Financial bid** shall be placed separately in two different envelopes and sealed. These two envelopes shall be super-scribed as **“TECHNICAL BID”** or **“FINANCIAL BID”**, as the case may be, along with the **name and service tax registration number of the service provider** and put inside a bigger envelope and sealed. The bigger envelope, containing two sealed envelopes, shall be super-scribed with the words, **“TENDER FOR HIRING OF VEHICLES”**. The tender documents may be sent by registered or speed post, or courier, or by hand delivered to the office of the Assistant Commissioner (Audit), Office of the Commissioner of

Central Excise & Service Tax, No. 1, Foulkes Road, Anai Medu, Salem-636001 under dated acknowledgement. Tender documents received by ordinary post will not be considered. The department shall not be responsible for postal or courier delays. Tender documents received after the due date and time will be summarily rejected. The tender documents without signatures of the service provider or its authorised signatory, or having incomplete material particulars will also be summarily rejected. The service provider shall make refundable Earnest Money Deposit/Bid Security of ₹18,000/- in the form of Demand Draft/Banker's Cheque payable to the ***“Pay and Accounts Officer, Central Excise, Coimbatore”*** along with the tender documents. Tenders without Earnest Money Deposit/Bid Security and/or in any form other than demand draft/Banker's cheque shall be summarily rejected.

Bid opening:

8. Bids will be opened at the Office of the Assistant Commissioner (Audit), Central Excise, Service Tax and Customs, Salem– 636001, at **3:00 PM on 11-04-2017** in the presence of bidders or their- authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening, unless there is change of date. No separate information will be sent for opening of Bids. Thereafter, the financial bid of the short listed bidders will be opened by the said Committee in the presence of the bidders who qualify the technical bid.

Evaluation:

9. The Financial Bids of only those whose technical bids are in order shall be opened. The department reserves the right to inspect the vehicles offered for services by those whose technical bids are found to be in order before opening the financial bids.

10. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the department.

Validity of the offer/bid:

11. The offer/bid of the bidder will be valid for at least six months from the date of opening of Technical bid.

Award Of Contract:

12. The department shall consider placement of letter of intent to that bidder whose offer has been found technically, commercially and financially acceptable. The bidder shall within 3 days of receipt of Letter of Intent, give his acceptance in conformity with the bid document, produce the vehicle with necessary documents such as Registration certificate, insurance document, emission certificate. If otherwise, the award will automatically be terminated. The Department reserves the right to counter offer price(s) against price(s) quoted by any bidder.

Signing Of Contract:

13. The contractor shall sign the agreement within 4 days of the receipt of the Letter of Intent. Signing of Agreement shall constitute the award of contract on the bidder. The successful bidder of the contract has to submit a performance guarantee either by way of Fixed Deposit receipt or Bank Guarantee of **10% of the value of the contract** within three days from the day of obtaining the contract. The performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service provider. The same will be refunded only on completion of the contract period and any deductions that have to be made from the Service Provider will be adjusted against this amount.

Annulment of award:

13. Failure of the successful bidder to comply with the requirement of signing of agreement as cited above shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which case the Department may make the award to any other bidder at the discretion of Department or call for new bids.

14. The Commissioner (Audit), reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

15. In case of any clarification bidders may contact to the Assistant Commissioner (Establishment) contact no. 0422-2222099, during office hours.

The following documents are enclosed:

1. Technical Bid- Annexure I
2. Financial Bid - Annexure II
3. General Terms and Conditions for hiring of vehicles - Annexure III

Place: Coimbatore

Date: 28-03-2017


(S. MOHANAKRISHNAN)
ASSISTANT COMMISSIONER

Annexure I

TECHNICAL BID

Eligibility Criteria:

1. The vehicles deployed under this contract shall be of Trichy registration. The service provider shall submit to the department certified copies of RC books and comprehensive insurance policies to this effect.
2. The service provider shall have a PAN card issued by the Income Tax department (self-attested photocopy to be attached). The service provider shall have a service tax registration number issued by the Central Excise/Service Tax Department (self-attested photocopy to be attached). They should produce copy of returns filed by them under the respective Acts during the past two years.
3. The service provider shall have a minimum of two years' experience of providing not less than two vehicles to any central government department or a public sector undertaking in the last three years with one year continuous experience of providing such services. The service provider shall submit proof of providing such services.
4. The service provider shall also provide driver in addition to vehicles provided through tender under contract and all responsibility of driver will lie on service provider.
5. The vehicles should be owned by the service provider. The successful bidder should produce the registration documents within 3 days of the award of contract.
6. The vehicles shall not be older than two years (manufactured on or after March'2015) and not run more than 40000 km.
7. The service provider shall submit a list of such vehicles to be provided under this contract along with complete specifications of such vehicles.
8. **The service provider or his/her family members or relatives shall not be employed in Central Government. An undertaking to that effect shall be submitted by the service provider.**
9. The service provider shall not have been blacklisted by any organisation for unsatisfactory performance. An undertaking to that effect shall be submitted by the service provider.
10. Canvassing in any form by the service provider to obtain the contract under this tender notice shall be treated as disqualification.

11. Withdrawal of tender bid by a service provider after bids are opened shall render such service provider ineligible to participate in the future tender processes of the department for a year.
12. The service provider shall make refundable **Earnest Money Deposit/Bid Security of ₹18,000/-** in the form of Demand Draft/Banker's Cheque payable to the "***Pay and Accounts Officer, Central Excise, Coimbatore***" along with the tender documents. Tenders without Earnest Money Deposit/Bid Security and/or in any form other than demand draft/Banker's cheque shall be rejected.
13. Unsuccessful bidders shall receive back their demand drafts/Banker's cheque soon after the completion of tender process. If the successful bidder fails to provide vehicles within a stipulated time, the demand draft/Banker's cheque shall be forfeited and contract cancelled.
14. The service provider shall submit a declaration in the prescribed format regarding acceptance of general terms and conditions as given in the Annexure III. The service provider shall also put his/her signature on each of the pages of Annexure III.
15. **The vehicle offered should be registered as taxi / transport vehicle and not as private vehicle.**

TECHNICAL BID

(To be submitted in a separate sealed envelope superscribing TECHNICAL BID)

(No column should be left blank. Furnishing incomplete or incorrect material particulars attracts disqualification)

S.No.	Description	Material Particulars
1	Name of the Service Provider	
2	Complete Postal Address of the Service Provider (enclose self-attested copy as proof)	
3	Name and complete postal address of the Proprietor, Partner, or Directors of the Service Provider Company or Firm	
4	Telephone/Mobile Number	
5	Permanent Account Number (PAN) (enclose self-attested copy as proof)	
6	Service Tax Registration Number (enclose self-attested copy as proof)	
7	Income Tax Returns (enclose self-attested copy as proof)	1. 2014-15: 2. 2015-16 (if submitted):
7	Service Tax Returns (enclose self-attested copy as proof)	1. 2014-15: 2. 2015-16 (if submitted):
8	Number of years of experience in providing vehicles to Government Organizations (enclose self-attested copy as proof)	
9	Government Organizations where the Service Provider is currently providing services (enclose a copy of job order/service certificate)	1. ... 2. ... 3. ... 4. ... 5. ... 6. ...
10	Total number of vehicles in the possession of the service provider (List with the complete details to be enclosed)	
11	Details of each vehicle to be provided under this contract (List with the complete details to be enclosed)*	1. Model: 2. Colour: 3. Year of Manufacture: 4. RC Book Number: 5. Kilo meters run:
12	Details of EMD Demand Draft/Banker's cheque	1. Amount: 2. DD/Banker's cheque Number: 3. Date: 4. Drawn on:

*If any service provider is willing to provide a brand new vehicle or vehicles, then the service provider may submit a booking slip of such a new vehicle or vehicles, and in the meantime till the delivery of such a vehicle or vehicles, the service provider may provide a vehicle or vehicles of similar make/class subject to the satisfaction of the department, but for a period not more than 30 days from the date of award of contract.

DECLARATION

I / We, _____ hereby certify that the information furnished above is full and correct to the best of my / our knowledge. I / We understand that in case any deviation is found in the above statement at any stage, the concern will be blacklisted and barred without any notice from having dealing with the department in future.

Date:
Place:

Name and Signature of Authorized signatory

Seal/Stamp

DECLARATION REGARDING ACCEPTANCE OF GENERAL TERMS AND
CONDITIONS CONTAINED IN THE TENDER DOCUMENT
(Should be placed with Technical Bid)

1. I, _____ Son/Daughter/Wife of Shri _____
_____, Proprietor/Director/Authorized Signatory of the
agency/firm _____, located
at _____

_____ am competent to
make this declaration under my signature and also submit this tender document on
behalf of the service provider.

2. I have carefully read and understood all the terms and conditions of the tender as
given in Annexure III and undertake to abide by them.

3. I declare that the service provider or his/her family members or relatives are not
employed by Central Government.

4. I also declare that the service provider has never been blacklisted by any
government organisation for unsatisfactory performance or malpractices. I also
declare that there is no criminal case pending against the service provider.

5. I further declare that the information/documents furnished in the tender document
are true and authentic to the best of my knowledge and belief. I am well aware of the
fact that furnishing of false or misleading information, or fabricated document would
lead to rejection of my tender at any stage.

Date:
Place:

Name and Signature of Authorized signatory

Seal/Stamp

Annexure II

FINANCIAL BID

(To be submitted in a separate sealed envelope superscribing FINANCIAL BID)

Financial Bid Guidelines:

1. The contract period is April'17 to March'18, including Saturdays, Sundays and public holidays, subject to the upper limit of 25 days & 2000 km @ ₹15 per km (at max) in a month. The payment terms on a monthly basis. **The service provider is required to quote the hiring charges on per Kilo meter rate.**
2. The service provider shall specifically mention the hiring charges exclusive of service tax, but inclusive of driver's salary and allowances, vehicle maintenance and repair charges, fuel charges and all other sundry vehicle related expenses and taxes.
3. The service provider shall indicate the hiring charges in both figures and words. If there is a difference between the two, the hiring charges quoted in words shall prevail.
4. The service provider shall quote the hiring charges separately for each category of vehicle as mentioned in the body of the tender notice.
5. In case of two equal bids, though preference may be given to the service provider who has more experience in providing vehicles to government departments and also who has offered more number of vehicles for hiring, the Commissioner has the discretion to select a service provider as deemed fit in the overall interest of the department.

FINANCIAL BID PROFORMA

(To be submitted in a separate sealed envelope superscribing FINANCIAL BID)

S.No	Category of Vehicle	Model, Year & Colour	PETROL OR DIESEL	Rate quoted per kilometer	
				In figures	In words
1	Small size (Tata Zest, Tata Indigo, Maruti Suzuki Swift Dzire, Honda Amaze and Hyundai Xcent, or its equivalent.)				

1. We, undersigned, offer to provide vehicle in conformity with the conditions of contract and specifications for the amount quoted above.
2. We undertake to enter into agreement within 3 days of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. If our Bid is accepted, we agree to deposit an amount of **10% of the value of the contract as performance security** within 3 days of the entering into agreement.
4. We understand that the Department is not bound to accept the lowest or any bid and the acceptance of the bid is subject to our financial stability.
5. We understand that the price quoted by us shall remain fixed during the entire period of contract and shall not be subject to any variation on any account during the contract period.
6. It is hereby certified that the above rate quoted is exclusive of service tax, but inclusive of driver's salary and allowances, vehicle maintenance and repair charges, fuel charges and all other sundry vehicle related expenses and taxes.

Date:

Name and Signature of Authorized signatory

Place:

Seal/Stamp

Annexure III
GENERAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES

1. The period of service contract shall be April'17 to March'18, including Saturdays, Sundays and other public holidays, from the first day of supply of vehicles.
2. The department may extend the contract for further period on the same terms and conditions.
3. The future change of address of the department shall have no bearing on the terms and conditions for hiring of vehicles.
4. The hiring charges shall not be liable to upward revision during the contract period.
5. The hiring charges for each vehicle shall be inclusive of driver's salary and allowances, vehicle maintenance and repair charges, fuel charges and all other sundry vehicle related expenses and taxes, but exclusive of service tax.
6. Payment towards service tax by the department shall be subject to submission of satisfactory proof of service tax payment for the previous payment cycle.
7. The service provider shall maintain a daily record for each vehicle indicating time and distances travelled, in a trip sheet/logbook and submit such trip sheet or logbook on demand to the appointed officer of the department or the official using the vehicle for scrutiny.
8. Payment of hiring charges by the department to the service provider shall be done on monthly basis. The service provider shall submit monthly invoice, showing opening and closing readings of odometer and a cumulative reading in the year, in triplicate along with a copy of trip sheet/logbook duly certified by the appointed officer of the department by 5th of the succeeding month, and the department will make the payment after getting the approval of the competent authority, and after deducting Income Tax along with Cess applicable.
9. Department will not make any advance payment under any circumstance.
10. The service provider shall make regular, timely and full payment of salaries and other allowances of drivers, and discharge other financial liabilities as per the law.
11. Department shall not be responsible for payment of salaries and allowances of drivers, other benefits and all statutory and other liabilities as per Central/State Government Laws or that might become applicable under any Act or Order of the Government in relation to this service contract.

12. Though the department makes endeavour to make timely monthly payments to the service provider, in the event of delay in payments by the department especially between April and June on account of budgetary constraints, the service provider shall be financially sound enough to continue to provide services under these terms and conditions.
13. Engagement of the service provider under this contract does not in any way confer any right on the Service provider or the persons deployed under this contract in this office to claim any regular employment in this office or any other central or state government office or public sector undertaking.
14. The vehicles shall be either new or not older than two years (March'2015 or after) and shall not have run more than 40000 km.
15. Once hired, the vehicles shall be deemed to be at the disposal of the department at all times during the contract period.
16. The vehicles shall be free from legal proceedings on account of traffic related or ownership issues.
17. The vehicles shall be of white, black, or metallic silver or grey colour, and in excellent running condition.
18. The vehicles shall be at the command and control of the department throughout the contract period, and shall not be put to any other use during such period.
19. The department shall be at liberty to use all the facilities available with each vehicle unrestrained and unhindered.
20. In addition to the factory fitted accessories, the vehicles deployed under this contract shall be equipped with the following: (i) Clean good quality seat covers (ii) Floor Carpet (iii) Rubber foot mat (iv) Reading light at the rear, on demand (v) Car air freshener (vi) Tissue paper box (vii) Umbrella during monsoon (viii) car mobile charger (ix) Tamilnadu and neighbouring States' road map (x) Fire extinguisher and (xi) torchlight.
21. The service provider shall not change any vehicle and/or driver once deployed, with the approval of the department, without the knowledge and consent of the department.
22. The exteriors and interiors of the vehicles shall be free from commercial endorsements, advertisements and slogans, and social, cultural or religious symbols, icons, images, and sayings.

23. The vehicles shall be free from overhead carriage stand.
24. Each vehicle shall be provided with at least two sets of upholstery, preferably of white colour, and changed once a week or when they are soiled, whichever is earlier.
25. The vehicles shall be available for use by the department on any day, and anytime of the calendar day, including Saturdays, Sundays and public holidays, subject to the upper limit of 25 days and 2000 KM in a month. No minimum usage is guaranteed by the department.
26. The service provider shall comply with the provisions of the Motor Vehicles Act and Rules and Regulations made thereunder.
27. The vehicles shall be equipped with functional seatbelts both in the front and rear seats.
28. The calculation of mileage shall be from the pickup point to the drop-off point and NOT on garage to garage basis.
29. The service provider shall ensure that the odometer of the supplied vehicle is properly sealed. The department reserves the right to get the odometer of the vehicle inspected from any authorized workshop at the cost of the service provider.
30. In case meter is found faulty on check, penalty of Rs.500/- shall be imposed and the vehicle shall be replaced by other commercial vehicle. The vehicle, whose meter has been found faulty, shall not be taken back on duty
31. The driver employed along with the vehicle under this contract shall have a minimum of 5 years' experience of driving. The driver shall possess a valid driving license
32. The Driver shall be well versed with the roads and the places in and around Coimbatore and shall have experience in city driving.
33. Once the driver has been allotted to a particular vehicle, the service provider shall not replace him or her without the consent of the department.
34. The service provider shall provide each driver with a mobile phone handset and connection at no extra cost to the department.
35. The service provider shall not deploy drivers with the history of driving related offences and criminal offences of any other nature.
36. The service provider shall verify the antecedents of drivers deployed under this contract and submit police verification certificates to that effect.
37. The service provider shall ensure that the drivers are polite, well behaved, well-mannered and smartly dressed.

38. The drivers deployed by the service provider shall ensure that the vehicles are not left unattended while on duty under any circumstances.
39. The department shall be at liberty to withhold any of the payments in full or in part for default in service and / or for the loss incurred by the Department or its officials as a consequence of negligence or dereliction of duty of the persons engaged by it under this contract.
40. The drivers shall not be given to alcoholism or substance abuse, and shall under no circumstance be under the influence of intoxicating drinks or substances while on duty.
41. The service provider shall provide each driver with at least two sets of prescribed uniform.
42. The service provider shall ensure that each driver while on duty is in uniform.
43. The service provider shall ensure that the driver keeps the vehicle tidy, clean and odour-free, and appropriate for official use.
44. The service provider and the driver shall be bound to carry out the instructions of this office as also of the officers to whom the vehicle has been assigned.
45. The service provider shall ensure that only those drivers who stay in the vicinity of the office or any particular officer's residence, as the case may be, are deployed.
46. The service provider shall maintain a 24x7 helpdesk and share with the department the number of such helpdesk along with the numbers of all the drivers deployed under this contract.
47. Since the vehicles deployed under this contract are for a department entrusted with law enforcement functions, the service provider shall not have liberty to make enquiries with the drivers or the department, or any other person on daily movement of vehicles or the nature and purpose for which the vehicles under contract are put to use.
48. The service provider shall ensure that all the vehicles deployed under this contract have valid permits and necessary clearances to travel in Tamil Nadu, its neighbouring states and the union territory of Puducherry.
49. The vehicles deployed under this contract shall be of Trichy registration. The service provider shall submit to the department certified copies of RC books, comprehensive

insurance policies as well as full details of drivers deployed, their addresses, and copies of their driving licenses.

50. The service provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or executing the work or otherwise and against all claims and demand thereof.
51. The service provider shall ensure that all the vehicles deployed under this contract run with sufficient fuel at any given point of time. However, in case of any emergency or exigency, if any officer or any other person pays for fuel, the same shall be reimbursed by the service provider on production of the bill immediately.
52. No other person except the service provider or its authorized representative/driver shall represent the service provider concerning any matter pertaining to this contract.
53. The service provider shall in no case lease, transfer, subcontract, or outsource hiring of vehicles to any other service provider under this contract.
54. The service provider shall have in its possession sufficient number of spare vehicles to deal with the exigency of replacing a vehicle in the event of it developing a snag.
55. The service provider and its employees are forbidden from carrying out any activity that is not related to this service contract from the premises of the department.
56. It shall be the responsibility of the service provider to ensure that peace and order are maintained by its employees in the office premises.
57. The department reserves the right to terminate the service contract without assigning any reason by giving a 15 days' notice.
58. Parking of vehicles hired under this service contract during or after duty hours shall be at the service provider's risk and responsibility. However, the service provider shall notify the department the address of the parking facility and the department reserves the right to inspect such parking facility as and when deemed necessary.
59. If the service provider fails to provide vehicle as required under this contract, a penalty of 1000 Rupees shall be imposed on the service provider for each day of default in addition to pro-rata deduction of daily hiring charges.
60. The service provider shall observe due diligence and take reasonable care while providing services adhering to these terms and conditions.

61. Decision of the Commissioner (Audit) on matters not expressly mentioned in these terms and conditions, or in case of any dispute, is final and binding on the service provider.
62. The bidders shall bear all costs associated with the preparation and submission of the bid. The Department in no case is responsible for these costs regardless of the conduct or outcome of the bidding process.

Date:

Name and Signature of Authorized signatory

Place:

Seal/Stamp