

**GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
DELHI SUBORDINATE SERVICES SELECTION BOARD
FC-18, INSTITUTIONAL AREA, KARKARDOOMA, DELHI
(CARE TAKING BRANCH)**

Subject: - Uploading the e-Tender for Hiring of Photocopier Machines for examination purposes in DSSSB.

Please enclosed herewith Tender for Hiring of Photocopier Machines for Examination purposes in DSSSB is enclosed herewith for uploading on the Delhi Govt. website i.e (<https://govtprocurement.delhi.gov.in>) as well as on the department website i.e (www.dsssb.delhigovt.nic.in).

SUPERINTENDENT,CT BRANCH

Encl. As above.

No. F.40(73)/DSSSB/Ct/15-16/

Dated :-

01 System Analyst, IT Branch, with the request to upload the tender on the e-portal as well as on the department website for wider publicity.

SUPERINTENDENT,CT BRANCH)

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On Line Tender are hereby invited for Supply of Photocopier Machines to DSSSB from reputed firms having business in Delhi and having capacity to supply the Photocopier Machines as mentioned in the Financial Bid of the Tender Document. The complete detail of the Tender document is available on e-portal as well as Board's website.

Bidders are advised to regularly visit the Board website as any amendment/Correction in the Tender will be displayed in the website www.dsssb.delhigovt.nic.in

(SUPERINTENDENT) CT BRANCH

**GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
DELHI SUBORDINATE SERVICES SELECTION BOARD
FC-18, INSTITUTIONAL AREA, KARKARDOOMA, DELHI- 92**

**BID DOCUMENT FOR EMPANELMENT OF AGENCIES FOR SUPPLYING OF
04 TO 05 PHOTOCOPIER MACHINES ON RENTAL BASIS ON MONTHLY
BASIS**

Period of contract	One year (Extendable for another Two Years, one year at a time)
Start date of downloading the Tender Form	26.10.15 by 10.00 AM
Last date of downloading the Tender Form	12.11.15 by 11.00 AM
Last Date & time of online submission of Form	12.11.15 by 12.00 NOON
Date and time of opening of online Technical Bids	12.11.15 by 2.00 PM
Date and time of opening of online Financial Bids.	12.11.15 by 3.00 PM
Performance Security	20,000.00 OR 5% of the Contract Value which ever is higher side.
Bid Security	05,000 in favour of DDO, DSSSB
Tender validity	90 days after opening the tender
TENDER DOCUMENT CAN BE SEEN & DOWNLOADED at https://govtprocurement.delhi.gov.in	

INTRODUCTION:-

The Delhi Subordinate Services Selection Board (herein after referred to as “Board”) is engaged in recruitment of Group-B (Non-Gazetted) and Group C personnel of various departments of the Government of National Capital Territory of Delhi, Municipal Corporation of Delhi, New Delhi Municipal Council and other autonomous bodies under the Government of NCT of Delhi. The Board makes recruitment for a large number of vacancies every year for both technical & non-technical categories of posts.

Through this bid document, the Board, on behalf of President of India, intends to invite bids from reputed agencies engaged in the work for Supply of Photocopier Machines on Monthly Rental Basis.

Online bids are invited for Supply of 04 to 05 Photocopier Machines on Monthly Rental Basis from reputed firms **and** having business in Delhi in this field for the last three years for the supply of Photo Copier Machines. Tenderers/Bidders are advised to read the tender document carefully before submitting Annexure –I and Annexure-II, in order to avoid any further disputes. It shall be presumed that the tenderer/bidder have considered and accepted all the terms and conditions of this tender.

For any clarification in respect of the tender, Care Taking Branch, DSSSB may be contacted on any working day during office hours or on Tel. No. 011-22370308.

The tender form is nontransferable.

ELIGIBILITY:-

The tenderer should have the experience of providing similar works for at least three years in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities. Performance Certificate issued by the Department to this effect shall be attached with Technical Bid.

The tenderer firm/agency/company should have a valid registration such as Permanent Account Number (PAN) of the Income Tax Deptt; Service Tax Registration Number; Registration No. of the Agency/Firm; Provident Fund Registration Number; ESI Registration Number; License Number under Contract Labour Act, whichever applicable, and to enclose proof for the same.

The tenderer should submit an undertaking alongwith the Technical Bid to the effect that he or his firm has not been black listed by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm on the date of submission of this bid (prescribed performa as per Annexure III).

The tenderer should have capacity of providing 04 to 05 Photo Copier Machines.

The DSSSB reserve the right to increase or decrease the number of the Photo Copier Machines at any time without any prior notice in this regard.

The tenderer should submit an undertaking with the Technical Bid to the effect that Terms and conditions of the Tender are duly accepted / signed with the stamp of the prospective bidder.

RELAXATION OF TERMS AND CONDITIONS

The Chairman, DSSSB/PURCHASE/EVALUATION COMMITTEE is empowered to relax any term or condition mentioned herein

ANNEXURE-I (TECHNICAL BID) AND ANNEXURE II FINANCIAL BID:-

Separate (duly filled) Online Bids should be prepared in accordance with the prescribed format Annexure (Technical Bid i.e. Details of the Agency) and Annexure-II (Financial Bid) of the tender document and be submitted on e-procurement portal.

SUBMISSION OF EMDs

EMD in a sealed cover must be dropped in the 'Bid Box' kept at Entry Gate of the Office in favour of DDO, DSSSB on or before last date mentioned in the Tender Document in the form of Account Payee demand draft, fixed deposit receipt, Banker's cheque from any of the Commercial Banks in favour of the DDO, DSSSB. The EMD should be valid for a period of forty five days beyond the final validity.

EARNEST MONEY DEPOSIT (EMD):

The EMD (Earnest Money Deposit) as mentioned in the Tender Document in the form of Account Payee demand draft, fixed deposit receipt and Banker's Cheque from any of the Commercial Bank in favour of the DDO, DSSSB, shall be submitted. Earnest Money Deposit in any other form will not be accepted. No exemption of EMD shall be allowed to anyone including PSU/ Cooperative Society/

EXEMPTION OF EMDs

No exemption of EMD shall be allowed to anyone including PSU/ Cooperative Society/Organization.

RETURN OF EMDs

Bid Securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before 30th day after the award of the contract. No interest will be payable by the Board on the amount of Bid Security.

EMD shall be refunded to the successful bidder on receipt of the performance guarantee.

FORFEITURE OF EMD:-

If the successful bidder/agency fails to furnish the above performance guarantee and also fails to execute the Agreement, then EMD (Earnest Money Deposit) will be forfeited. The EMD shall stand forfeited if a bidder withdraws or amends the bid /tender.

PERFORMANCE GUARANTEE:

The successful bidder shall have to furnish a Performance Guarantee as mentioned in the Tender Document from a Commercial Bank by way of Fixed Deposit Receipt from a Commercial Bank in an acceptable form in favour of the DDO, DSSSB within seven days of acceptance of bid for successful performance during the period of contract along with Rs. 100 e-stamp paper for execution of the agreement with the Board.

The performance guarantee should remain valid for a period of 180 days beyond the date of completion of all contractual obligations.

In case of any additional work, the Agency will furnish an additional performance guarantee for a sum of 5% of the cost of such additional work.

FORFEITURE OF PERFORMANCE SECURITY

In case of any breach of lapse on the part of the Agency, the Board will be entitled to invoke the performance Security without any objection from the Agency in any manner.

The Performance Security shall stand forfeited if a bidder withdraws or amends the bid /tender or fails to sign or accept the contract within the stipulated period.

OPENING OF PRE QUALIFICATION BID

The Online Pre-Qualification Bid will be opened in the presence of the Purchase Committee Members duly constituted by the Competent Authority of the Board as per schedule mentioned in the Tender Document in the presence of the Bidders or their authorized representatives, if any.

TERMINATION OF THE CONTRACT

The contract can be terminated by the Board/Government with one month notice, if during the tenure of the contract the performance is not found to be satisfactory and in this regard the decision of the Board will be final and binding on the Agency.

RATE;-

The bidder should quote the rates for all the activities mentioned in financial bid. The bidder not quoting the rates for all the activities shall not be eligible and therefore will be rejected. The bidder should quote the rates in Financial Bid enclosed with this Bid Document. The bidder submitting the financial Bid in any form other than Financial Bid shall not be considered and therefore rejected.

SUBMISSION OF THE DOCUMENTS/ELIGIBILITY CONDITIONS

The photocopy of the document as mentioned below to be submitted with tender:-

- 01 Signed and stamped Terms & Conditions.
- 02 Copy of the registration No., /TAN No. / Service Tax No.
- 03 Self Attested copy of the PAN Number.
- 04 Copy of incorporation Certificate & Constitution of Firm – Partnership, Proprietary
- 05 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 06 Bids will be accepted with all the required documents. The sealed quotation/ tender with EMD should be reached physically before the date & time as mentioned above in the Caretaking Branch, DSSSB
- 07 The Firm should be an ISO certified 90001-2000
- 08 Performance Certificate of last Three Years with complete address and Telephone Nos.
- 09 Minimum Annual Turnover required in any of three preceding financial year shall be **Rs. 05,00,000** Lakhs each year. Proof of Annual Turnover shall be submitted in form off TDS Certificate or Audited Balance Sheet of last three preceding financial years i.e. 2014-15, 2013-14 and 2012-13

SPECIAL TERMS AND CONDITIONS:-

- 01 The New Digital Photocopying Machine shall be supplied by the Tender.
- 02 Rental Charges shall be net F.O.R. destination inclusive or freight handling and packing charges, insurance, maintenance, voltage stabilizer, trolley etc.
- 03 Products with ISI certification marks will be preferred.
- 04 Rental Charges shall remain FIRM without any variation till Completion of contract period.

- 05 The Department shall under no obligation to accept the lowest or any other bid and shall the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
- 06 Bid should be free from Correction and ERASUERES. Corrections if any must be counter-singed. All prices should be indicated both in words as well as in figures. If there is difference between prices quoted in Value(S). The higher value will be considered for evaluation and lower values will be considered for ordering.
- 07 DSSSB reserves the right to split the order for individual items(s) with different bidders and also increase/decrease the quantities.

MAINTENANCE:

The bidder shall be responsible for all maintenance of the machine inclusive of supply of spares and consumables except power during the entire contract period.

COMPLAINT

Complaint lodged during forenoon shall be attended in the afternoon of the same day and complaint lodged in the afternoon shall be attended in the forenoon of next working day. In case performance of a machine is found to be unsatisfactory i.e. giving frequent breakdown, vendor will be required to provide suitable replacement of the machine immediately.

DEDUCTION DUE TO MACHINE DOWNTIME

Any machine complaint reported shall be set right on the day of reporting the complaint or at the most on the next working day, failing which deduction will be made from the monthly rental charges

TRAINING:-

Vendor will provide necessary training, if required, to the operators as to train them in the day to day operation of the machine so that they are able to use the machines properly.

REJECTION OF BIDS –

The DSSSB reserves the right to accept or reject any bid OR ANNAL/SCRAP the bidding process and reject all bids, at any time prior to the award of contract without assigning any reasons therefor.

TERMS & CONDITIONS:

Terms and Conditions of the tender are as under:-

- 01 The tenderer should take care that no column in the tender document should be left blank which would be otherwise making the tender liable for rejection.

- 02 Any act on the part of the tenderer to influence anybody in the Board is liable for rejection of the tender.
- 03 The successful tenderer shall have to deposit a performance security @ s. 5% of the total contract value or Rs. 10,000.00 which is higher side by way of a Fixed Deposit of Rs.10,000.00 to the Board on or before of the Award of work.
- 04 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 05 Any person who is in Govt. service or an employee of this Board should not be made partner to the contract by the Tenderer directly or indirectly in any manner whatsoever.
- 06 The Tenderer shall indemnify the Board against all other damages/charges and expenses for which this Board may be held liable or pay on account of the negligence of the Tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Board shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Tenderer during the course of performing duties.
- 07 The rate contract shall be valid initially for one year and the Board reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Tenderer.
- 08 During the period of contract, the rates will not be revised with the revision of any taxes by the Government of NCT of Delhi or by the Government of India.
- 09 The Tenderer shall not employ any person who has not completed eighteen years of age. The Tenderer shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, EPF, ESI, Bonus, Gratuity, Contract Labour Act and

other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable upon the Tenderer, there will not be any liability upon the Board.

- 10 The Board will be under no legal obligation to provide employment to any of the personnel of the Tenderer during / expiry of agreement period and the Board recognizes no employer-employee relationship between the Board and the personnel deployed by the Tenderer/agency.
- 11 The prices quoted should be inclusive of all charges and excluding taxes.
- 12 The Chairman, DSSSB reserves the right to terminate the contract without assigning any reason by giving a notice of **15 days** to the Tenderer at any point of time during the period of the contract.
- 13 The interested firms can contract the Care Taking Branch on any working day during the office hours.
- 14 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 16 The Chairman,. DSSSB shall have every right to cancel the Contract at any time during the period of the contract without assigning any reason.
- 28 The Chairman, DSSSB reserves the right to relax any term or condition mentioned herein.

PERIOD OF CONTRACT:

The empanelment of agencies will be for a period of one year initially. The agreement with the agencies can also be extended for a further period of maximum of two year, one year at a time, upon satisfactory performance of the Agency and requirement of Board on the decision of Chairman DSSSB on same terms and conditions. However, for extension of Contract mutual written consent will be necessary. The willingness for extension of contract/agreement must be given to the Board at least 4 months before the date of expiry of agreement. If no willingness is received in the stipulated period, the Board will be at liberty to make its own arrangement.

AGREEMENT/CONTRACT:

The parties to the contract i.e. the board and successful Bidder shall have to enter into a contract by formal signing of the agreement and this will be effective from the date of signing. The Agreement will also include a clause for "No Disclosure of Information".

TERMINATION OF AGREEMENT:

In case of excessive errors and if the Board is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, the Board at its discretion may terminate the agreement without any prior notice and in that case the Board would not be liable to pay any amount on any account to the Agency.

If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by the Board, the DSSSB reserves the right to cancel the contract and/ or forfeit performance guarantee submitted by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of contract without prior notice.

The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and the performance guarantee shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

PAYMENT TERMS:

- 01 The payment shall be made on submission of the bills (In triplicate) after the satisfactorily completion of the work assigned, at approved rates after deducting penalties if any. No advance payment will be made.
- 02 The Board will deduct Income Tax at source under Section 194-C of Income Tax Act from the Tenderer at the prevailing rates of such sum as income tax on the income comprised therein

DISPUTE:-

In case of any dispute, DSSSB/any office authorized by him on his behalf will be the sole arbitrator to settle the dispute and his decision will be binding on both the parties.

RECOVERY:-

The Board reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess

BID EVALUATION CRITERIA:

- 01 In case it is found that the bidder as per the requirement of the bid has not quoted any specified item his bid on that particular item shall be evaluated on the basis of highest quoted rates by the another bidder. The Tenderer shall, however, be required to meet time bound work and to the standardized satisfaction of the DSSSB.
- 02 Among eligible bidders, the Departmental Bid Evaluation Committee shall select the bidder who is charging reasonable rates.

JURISIDICITION OF COURT:

The courts of Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

PENALTIES:

- 01 For not providing the Items in time a penalty of Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- 02 For misbehavior of the worker Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- 03 For causing damage to the public property: Three times the market value of the damaged property or Rs.5000/- whichever is higher will be levied.
- 04 For breach of any of the conditions of the contract: Termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.
- 05 For persistent breach or unsatisfactory services- termination of contract along with forfeiture of performance security and blacklisting.

FORCE MAJEURE:

Notwithstanding the provisions of the tender, the Agency shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the Agency and not involving the Agency's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the qualified agency shall promptly notify the Board in writing of such conditions and the cause thereof. Unless otherwise directed by the Board in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event. The Board may terminate the contract, by giving a written notice of 15 days to the agency, if as a result of force Majeure, the agency being unable to perform a material portion of the services for a period of more than 30 days.

ARBITRATION:

All disputes and differences arising out of, or in any way touching or concerning the agreement entered into between the Board and company (except those the decision whereof is otherwise hereinbefore provided for) shall be referred to the arbitration of the Lt. Governor of the National Capital territory of Delhi, or his nominees, or in case his designation is changed or his office is abolished, to the sole arbitration of any person who for the time being, is entrusted, whether or not in addition to other functions with the functions of Lt. governor of the National Capital Territory of Delhi, by whatever designation such officer may be called or a person nominated by such officer. There will be no objection to any such appointment that

the arbitrator so appointed is a Government servant, that he had to deal with the matter to which this agreement relates, and that in the course of his duties as such Government servants he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties.

ANNEXURE-A

**GOVT. OF NATIONAL CAPITAL TERRITORY DELHI
DELHI SUBORDINATE SERVICES SELECTION BOARD
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PERFORMA FOR PRE-QUALIFICATION BID

Name of Agency:	
Full registered address of Agency	
TelephoneNos.Office	
Telephone of Residence	
Mobile	
e-mail	
Please specify as to whether Agency is a sole proprietorship or partnership firm or company.(Pvt. Or Public) or any other form	
Registration Number and date of Registration	
Name, Designation, Full Address and Telephone Nos. of authorized Person to represent the Board.	
Value Added Tax (VAT) if any	
Registration No.(Attach Proof, duly signed by authorized person and stamped by seal of Agency)	
Number of Permanent Employees of Agency and on contract basis or day to	

day basis	
Whether Agency or any other entity with which any of its Director/Partner or proprietor etc are/have been associated or any Director/Partner etc had ever been convicted for any offence by any court of Law at any point of time. Give details, if any	
Whether agency or/and its Directors/ Partners has ever been Blacklisted/debarred by DSSSB at any point of time. Give details, if any	
Any other relevant information	
Permanent Account Number (PAN) (Attach Proof, duly signed by authorized person and stamped by seal of Agency)	
Service Tax Registration No. (Attach proof, duly signed by authorized person and stamped by seal of Agency)	
Details of Earnest Money Deposit (Enclose Draft)	Draft No.
	Date
	Bank
	Branch
	Amount
Details of minimum Three years of past experience of the Agency. (Attach Performance Certificate issued by	

various Organizations, duly signed by authorized Signatory & Stamped with seal of the Agency).	
Turnover of the Agency in last 3 years (Attach Proof audited profit & loss account as well as balance sheet of each year, duly signed by the authorized person and stamped by seal of Agency)	
Whether Agency and or its Directors/partners etc. are black listed by any Government Department/ Organization as on date. Give Details, if any.	
Whether any earlier agreement with the agency has ever been terminated/cancelled by DSSSB till date. Give details, if any.	
Whether Agency has office in NCR region. Give full address(Attach documentary proof)	
Resolution of Board meeting of the company authorizing the person to sign tender document (if applicable).	

I certify that my firm/agency/company is not black listed by any Government Department/Organisation as on date.

I certify that neither this firm/company/Agency nor any other entity with which the undersigned/any of the partners/directors are/have been associated nor the said individually have ever been convicted for any offence by any court of law as on date.

I certify that the Board has not terminated/cancelled any agreement with this firm/agency/company or any other entity with which the undersigned/any of the partners/directors are/ have been associated, within last three years.

This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I certify that all information/facts given in the Annexure is fully correct and true. In case any information/facts found to be incorrect, misleading or factually wrong, Board is empowered to take any decision/action, as deems fit.

Date :

Place

Signature of Bidder

Name of Bidder _

Seal of Bidder

ANNEXURE-B

**GOVT. OF NATIONAL CAPITAL TERRITORY DELHI
DELHI SUBORDINATE SERVICES SELECTION BOARD
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PROFORMA OF FINANCIAL BID

SRN	PARTICULARS	AMOUNT
1	BRAND AND MODEL TO BE INSTALLING, HAVING CAPACITY TO PHOTOCOPIER THE PAPER IN ONE MINUTES 35 PAGES	
2	MONTHLY RENT	
3	Minimum Monthly commitment of Free copies in monthly rental	
4	Extra Photo Copy Cost/Print Cost	
	TOTAL	

Note: Rate should be inclusive all charges excluding of all taxes and Service Tax will be paid extra as applicable.

Signature of Bidder:

Name of Bidder :

Seal of Bidder :

ANNEXURE-III

UNDERTAKING

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

Place:

Date: __/__/2015

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/agency _____

Seal of the Firm/Agency _____

ANNEXURE-IV

UNDERTAKING

It is certified that my firm/agency/company having sufficient Experience for Supply of Photocopier Machines as mentioned in the Tender Document.

Place:

Date: __/__/2015

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/agency _____

Seal of the Firm/Agency _____

ANNEXURE-V

UNDERTAKING

It is certified that I personally read the Tender Document and accept all the Terms and Conditions mentioned therein.

Place:

Date: __/__/2015

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/agency _____

Seal of the Firm/Agency _____

