



NATIONAL POWER TRAINING INSTITUTE

राष्ट्रीय विद्युत प्रशिक्षण प्रतिष्ठान

An ISO 9001:2008 & ISO 14001:2004 Certified Organisation

(Under the Ministry of Power, Govt. of India)

Southern Region

BLOCK-14 : NEYVELI-607 803

☎ (04142) 269427, 257874, 257879 : TeleFAX: 04142 - 269427

E-mail: nptineyveli@npti.in : Website: www.nptineyveli.in



Tender No.NPTI-SR/2015/

Date: _____ .2015

NOTICE INVITING TENDER

Sealed tenders are hereby invited on behalf of the Principal Director, National Power Training Institute, Southern Region, Block-14, Neyveli 607 803, Cuddalore District, Tamilnadu (Under the Ministry of power, Government of India) from bona fide, resourceful and competent contractors for providing manpower services (one Heavy Vehicle Driver) on contract basis as per the terms and conditions enclosed with tender documents. Interested parties having sound technical and financial capabilities who executed man power supply work orders in reputed organization during **last three financial years (2012-2013 to 2014-2015)** including at least One single similar completed/ongoing work in any **Government/PSU's Department/Autonomous bodies/Renowned Private sector organizations/ educational institutions for a period of one year, during last three financial years (2014-2015), order valued at least 60% of the estimated amount** are eligible and may bid for tender. Relevant documents consisting of the general tender document and scope of work including price schedule can be downloaded from our Institute website (www.nptineyveli.in) or may be obtained from our Accounts Section on application from 10.00 AM to 5.00 PM of any working days from 10.08.2015 to 09.09.2015 by Demand Draft of Rs.200.00 (Rupees two hundred only)/cash. The parties who will download the documents from our website will have to **submit the cost of tender documents** in the form of a **separate demand draft** along with the tender in technical bid documents.

Tender No. & Date	Name of the work	Estimated Amount ₹	Earnest Money Deposit ₹	Cost of Tender Document ₹	Validity of work Contract
NPTI(SR)/2015/ _____	Providing Man Power services to NPTI(SR), Neyveli (One Heavy Vehicle Driver)	2,15,000	4,300	200	1 year (12 calendar months) from the mentioned date of commencement of contract or from the starting date of contract execution

The Institute reserves the right to issue tender paper and reject any or all tender without assigning any reason thereof. If the last date of sale of Tender Document or Tender Opening coincides with a Holiday or a Bandh, the same will be deferred to the immediate next working day.

Important Dates

Date of sale of Tender documents: From **10.08.2015 to 09.09.2015**

Last date & time of submission of Tender Documents: Up to **2.30 P.M. of 10.09.2015**

Date and time of Tender opening: At **4.30 PM on 10.09.2015**

For details log on to our Institute website www.nptineyveli.in

Tender must be submitted in two parts, in two separate sealed envelopes, clearly marked as **Part (A) “Technical bid” and Part (B) “Price Bid /Financial Bid.**

The **Technical Bid** prepared by the bidder shall include the following

(a) Full particulars of organizations where the contractor has supplied such services in the current and three preceding financial years. (Self-attested copies of the relevant work orders to be enclosed). The bidder should have sufficient experience in successfully executing man power supply work orders in reputed organization during **last three financial years (2012-2013 to 2014-2015)** including at least One single similar completed/ongoing work in any **Government / PSU’s Department/Autonomous bodies/Renowned Private sector organizations/educational institutions for a period of one year, during last three financial years (2014-2015).** Copy of order & certificates indicating value & period, duly self attested, of successful execution of the work orders received from different organizations should be enclosed.

(b) A copy of PAN card.

(c) Copy of Sales Tax Registration Certificate/Service Tax Registration Certificate.

(d) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.

(e) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

(f) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.

(g) Earnest Money Deposit (EMD) of **Rs.4,300/-(four thousand three hundred)** by demand draft drawn in favour of ‘NATIONAL POWER TRAINING INSTITUTE’.

(h) Separate demand draft of Rs.200/- towards cost of tender paper, if downloaded from website.

(i) General Tender document in original and signed on each page by the party.

(j) Other information as per detailed format in Annexure II.

The **Financial Bid** shall comprise the price component for all the services indicated in the **Section-VII** of the bid document.

The **Technical Bid** along with EMD instrument should be placed in one sealed envelope super-scribed ‘**Technical Bid**’. The **Financial Bid** should be kept in a separate sealed envelope super-scribed ‘**Financial Bid**’. Both the envelopes should then be placed in **one single, sealed envelope super-scribed ‘Bid for Providing Man Power on Contract basis for NPTI Southern Region.’** and should be addressed to **Principal Director, National Power Training Institute, Southern Region, Block-14, Neyveli 607 803, Cuddalore District, Tamilnadu.** The bidder’s name, telephone number and complete mailing address should be indicated on the cover of all the envelopes including the outer envelope.

PRINCIPAL DIRECTOR
NATIONAL POWER TRAINING INSTITUTE
SOUTHERN REGION, BLOCK-14, NEYVELI 607 803

NATIONAL POWER TRAINING INSTITUTE

राष्ट्रीय विद्युत प्रशिक्षण प्रतिष्ठान

An ISO 9001:2008 & ISO 14001:2004 Certified Organisation
(Under the Ministry of Power, Govt. of India)

Southern Region

BLOCK-14 : NEYVELI-607 803

BID DOCUMENT

**PROVIDING
MAN POWER SERVICES
ON CONTRACT BASIS
FOR NPTI(SR), NEYVELI**

**OPEN TENDER NO. NPTI-SR/2015/_____
DATED:- _____**

Cost : Rs. 200/- (Non – Refundable)

Sl.No. : _____

Issued to : _____

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Note: The supplier is advised to read all the instructions carefully, in his own interest, before filling up the bid document.

NATIONAL POWER TRAINING INSTITUTE

Southern Region

BLOCK-14 : NEYVELI-607 803

SECTION - I

DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

TENDER NO. NPTI-SR/2015/_____

Dated: _____

Name of Work	Providing Man Power Services (one Heavy Vehicle Driver) to NPTI, Southern Region, Block-14, Neyveli 607 803
Estimated Value of Contract	Rs.2.15 Lakhs
EMD	Rs. 4,300 /-
Period of Sale of Bidding Document	From 10.08.2015 to 09.09.2015
Last Date & Time for receipt of Bid	Up to 2.30 P.M. of 10.09.2015
Time and Date of Opening of Bid	At 4.30 PM on 10.09.2015
Place of Opening of Bid	Conference Hall in Institute Building NPTI(SR), NEYVELI
Officers from whom the tender documents can be obtained.	J.A.O, NPTI (SR), NEYVELI
Tender documents can be submitted at	Private Secretary to Principal Director NPTI (SR), NEYVELI
Tenders should be addressed to	The Principal Director National Power Training Institute Southern Region Block-14, Neyveli 607 803 Cuddalore District, Tamil Nadu

NATIONAL POWER TRAINING INSTITUTE

Southern Region

BLOCK-14 : NEYVELI-607 803

SECTION - II

INVITATION FOR BID

TENDER NO. NPTI-SR/2015/_____

Dated: _____

National Power Training Institute, Southern Region, Block-14, Neyveli 607 803 invites sealed bids through open Tenders under the **two-bid system** from reputed registered contractors for **Providing Man Power on contract basis**, as specified in the bid document, for an initial period of **one year** viz. One number of Heavy Vehicle Driver for operation of office vehicles (presently Maruti Omni Van, Matador Van and 55 seater Ashok Leyland Bus) including Saturdays & Sundays & late hours on any days also as per the requirement. The Competent Authority of NPTI SR and the Successful bidder, by mutual consent may extend the contract for a further period of 2 years (24 calendar months) on the same terms and conditions on annual basis.

The scope of services to be provided is mentioned at **Section-V** of this bid document

2. The bid document can be obtained on written request from the **Junior Accounts Officer**, NPTI Southern Region at Institute Building, Block-14, Neyveli 607 803 from **10.08.2015 to 09.09.2015 between 10.00 am to 5.00 pm** on working days on payment of **Rs.200/-** towards the cost of bid document, payable through demand draft drawn in favour of **“NATIONAL POWER TRAINING INSTITUTE”** or by cash.

3. Sealed quotations along with Earnest Money Deposit (EMD) of **Rs.4,300/-** should be submitted **Private Secretary to Principal Director** at Institute Building, NPTI Southern Region, Neyveli latest by **10.09.2015 up to 2.30 p.m.** The tenders will be **opened at 4.30 p.m. on the same day** in the Conference Hall, Institute Building, NPTI Southern Region, Neyveli. If the tender opening date is declared a holiday by the central/State Government or coincides with a band/Hartal, tenders shall be received till stipulated time i.e. 2.30 p.m. on the next immediate working day and tenders shall be opened at 4.30 p.m. on that working day.

4. The contract will be awarded initially for a period of One Year (Twelve calendar Months). The Competent Authority of NPTI Southern Region reserves the right to reduce the contract period unilaterally without assigning any reasons thereof or may extend the contract on mutual consent basis for a further period of 2 Years (24 calendar months) on the same terms and conditions on annual basis.

5. Tender forms downloaded from website must be sent along with demand draft for Rs.200/- towards cost of tender documents, failing which the bid will be rejected summarily. The NPTI Southern Region also reserves the right to accept or reject any bid, and to annul the bidding process at any time, without thereby incurring any liability to the affected Bidder or Bidders.

6. The complete bid document is available for viewing at our website www.nptineyveli.in

PRINCIPAL DIRECTOR
National Power Training Institute, Southern Region, Neyveli

SECTION-III
INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to reputed registered man power supply agencies that have sufficient experience in successfully executing man power supply work orders for the last three years. The copies of work order & certificates, duly self attested, of successful execution of the work orders received from different organizations should be enclosed as per the bid document and its annexures.

2. National Power Training Institute, Southern Region, Neyveli, hereinafter will be referred to as the "**Purchaser**" and the successful bidder shall be referred to as the "**Supplier**".

3. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.

4. The bidder must also fill up all the Details in the format given as per Annexure - II (PROFILE OF THE AGENCY) and Annexure-III (Undertaking) of the Bid Document & enclose the documents along with the bid.

5. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.

6. The bids are to be submitted in two parts in separate sealed envelopes, i.e., **Technical Bid** and **Financial Bid**.

7. The **Technical Bid** prepared by the bidder shall include the following:

(a) Full particulars of organizations where the contractor has supplied such services in the current and three preceding financial years. (Self-attested copies of the relevant work orders to be enclosed). The bidder should have sufficient experience in successfully executing man power supply work orders in reputed organization during **last three financial years (2012-2013 to 2014-2015)** including at least One single similar completed/ongoing work in any **Government / PSU's Department / Autonomous bodies/ Renowned Private sector organizations /educational institutions for a period of one year, during last three financial years (2014-2015), order valued should be at least 60% of the estimated amount of the tender.** Copy of order & certificates indicating value & period, duly self attested, of successful execution of the work orders received from different organizations should be enclosed.

(b) A copy of PAN card.

(c) Copy of Sales Tax Registration Certificate / Service Tax Registration Certificate.

(d) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.

(e) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

(f) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.

(g) Earnest Money Deposit (EMD) of **Rs.4,300/-(four thousand three hundred)** by demand draft drawn in favour of 'NATIONAL POWER TRAINING INSTITUTE'.

(h) Separate demand draft of Rs.200/- towards cost of tender paper, if downloaded from website.

(i) General Tender document in original and signed on each page by the party.

(j) Other information as per detailed format in Annexure- II.

8. The **Financial Bid** shall comprise the price component for all the services indicated in the **Section-V** of the bid document. **The price quoted by the bidders should include all taxes, whatsoever, wherever applicable.** The prices once accepted by the Purchaser shall remain valid till the validity of the contract. The Purchaser shall not entertain any increase in the prices during the period except valid government orders.

9. Prices shall be quoted in Indian rupees only.

10. Bids shall remain **valid for 120 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

11. In exceptional circumstances, the Purchaser may solicit the Bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.

12. Sealing and Marking of Bids:

(a) The **Technical Bid** along with EMD instrument should be placed in one sealed envelope super-scribed '**Technical Bid**'. The **Financial Bid** should be kept in a separate sealed envelope super-scribed '**Financial Bid**'. Both the envelopes should then be placed in **one single, sealed envelope superscribed 'Bid for Providing Man Power on Contract basis for NPTI SOUTHERN REGION.'** and should be addressed to the **Principal Director, National Power Training Institute-Southern Region, Block-14, Neyveli 607 803, Cuddalore District, Tamilnadu.** The bidder's name, telephone number and complete mailing address should be indicated on the cover of all the envelopes including the outer envelope.

(b) Both the inner envelopes super-scribed **Technical Bid** and **Financial Bid** should have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.

(c) If the outer and inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

(d) If for any reason, it is found that the **Technical Bid** reveals the **Financial Bid** related details in any manner whatsoever, or, if the **Financial Bid** is enclosed in the envelope super-scribed, "**Technical Bid**", the Bid document **will be summarily rejected in the first instance itself.**

(e) All the Bid documents submitted should be serially page numbered and contain the table of contents with page numbers & should be signed on all pages.

13. Deadline for Submission of Bids:

(a) Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. No delay for the reason whatsoever will be accepted.

(b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case, all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

(c) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the bid document will be rejected and returned unopened.

14. Modifications and Withdrawal of Bids:

(a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

(b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice should be through a signed confirmation by the bidder. The Purchaser should receive it before the deadline for submission of bids.

(c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the Bidder's forfeiture of its EMD.

15. Opening and Evaluation of Technical Bids:

(a) The Tender Committee appointed by the Purchaser will open all Technical Bids in the first instance on the appointed date, time and venue in presence of the bidders or their representatives who choose to be present.

(b) During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.

(c) No bidder shall contact the Purchaser on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing. However, all bidders are strongly advised to furnish all material information in the bid itself.

(d) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.

(e) The results of the evaluation of the Technical Bids along with the date of opening of the Financial Bids will be communicated in writing/verbally to the qualifying bidders. The unsuccessful bidders will be notified separately.

(f) NPTI Reserves the right to reject any or all the bids without assigning any reason.

(g) The Purchaser does not bind itself to accept the lowest tender.

16. Opening and evaluation of Financial Bids:

(i) The bids will be evaluated based on price quoted in Section VII of the financial Bid of qualified bidder. Contract will not be split up. The bidders are advised to quote reasonable prices. The Purchaser does not bind itself to accept lowest offer.

(ii) The contractor will have to quote the Monthly/Yearly rate as applicable.

(iii) The decision of the Principal Director, NPTI SOUTHERN REGION, Neyveli in finalization of the tender will be final and binding.

(iv) Arithmetical errors will be refined on the following basis:- if there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.

17. Payment terms:

The Purchaser shall make the contract payment as per the payment schedule mentioned below:

(a) Monthly bills submitted in duplicate by the Supplier, shall be paid after submission of bills complete in all respects. No advance payments shall be made.

(b) The bills submitted by the Supplier should include requisite pro forma (as applicable) duly filled in, certified by the designated authority, as specified by the Purchaser, stating satisfactory performance of the job, for releasing the payments.

(c) If at any time during the currency of JOB, if the SCOPE OF WORK for which this job has been awarded, is reduced/abandoned, the payment / value of this job order shall be reduced on pro-rata basis by the Purchaser and would be binding on the Supplier.

(d) No escalation of price whatsoever would be allowed during the pendency of the contract except valid Govt. Orders.

18. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

19. The Purchaser will award the contract to the Bidder whose bid has been determined to be the most responsive to the Bidding Document and who has offered the best-evaluated bid, within 30 days of the opening of the Financial Bid.

20. The "bidder" as used in this document shall mean the one who has signed the tender document forms. He may be either the Principal Officer or the duly authorized representative in which case, the bidder shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by such representative or the Principal Officer.

21. The Bidder shall sign its bid with the exact name of the concern to which the contract is to be awarded.

22. The Bid document filed by the bidder shall be typed or written in indelible ink.

23. In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid covers separately and prominently (even though the deviations may not be material). It must be ensured that the price related deviations are not indicated in the Technical Bid cover in any manner. The Purchaser reserves the right to reject the bid having deviations from the prescribed terms and conditions.

24. It will be the sole responsibility of the bidder alone to execute the entire contract on its award.

25. Prior to the submission of Bid, the Bidder/authorised representative should personally inspect the Institute Building and facilities available at the Purchaser's premises at Neyveli at his own cost and under prior intimation.

This is necessary to enable the bidder to gather all information so as to facilitate the bidder to accurately prepare the Bid after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed therein and expected from the Supplier.

26. The contract shall be deemed to have been concluded in Neyveli for all purposes and therefore, the Courts of India at Neyveli will have exclusive jurisdiction to determine any unresolved dispute in relation to this contract.

27. The Purchaser at its discretion may exercise an option to place order on the successful tenderer to supply the services in part. The Purchaser shall exercise this option within 30 days of the opening of the financial bid. The tenderer shall, at his option, agree to the above, in writing, within 15 days of the written offer by the Purchaser.

28. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

29. Where the bid has been signed by the **Authorized Representative** on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (Purchaser may outrightly reject any bid, which is not supported by adequate proof of the signatory's authority).

Read and accepted.

Signature and stamp of
Bidder or Authorized Signatory

SECTION-IV

TERMS & CONDITIONS OF CONTRACT

1. No alteration should be made in any of the **terms and conditions** of this bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be rejected.
2. A sum of **Rs.4,300/-** (Rupees four thousand and three hundred only) must be deposited as **Earnest Money Deposit (EMD)** by means of Bank Draft drawn in favour of 'NATIONAL POWER TRAINING INSTITUTE- and **must accompany the Technical Bid** in the sealed envelope without which the Bid will be rejected. The said amount will be forfeited, if the successful tenderer fails within the time fixed by the Purchaser to sign the contract on terms contained in the bid document. The earnest money of the successful Bidder will be refunded after the furnishing of valid Performance Bank Guarantee. For the other Bidders, the Earnest money instrument will be returned within 10 days of the completion of the financial evaluation by registered post. No interest will be payable on this deposit
3. The successful bidder will be required to deposit a **Performance Bank Guarantee** for a value of **Rs. 21,500/- (Rupees twenty one thousand and five hundred only)** as security for due fulfillment of the contract. The Bank guarantee should be executed as per the pro forma in Annexure-I. It should be valid till the expiry of **14 months period** after the date of placing the order by the Purchaser. The bank guarantee must be submitted within 10 days from date of issue of supply order. The security shall be liable to forfeiture in the event of any breach or non-observance of the terms & conditions of the contract by the bidder. The performance bank guarantee will be renewed by the Supplier if contract is extended.
- 3A. Every bidder shall also pay **Rs. 200/-** towards cost of the bid document by way of a demand draft in favor of 'NATIONAL POWER TRAINING INSTITUTE or by cash. All those bidders who have downloaded the bid from the website shall ensure that the cost of the bid document is also placed in the cover containing the technical. Any bid for which the cost of the bid document has not been paid as mentioned in Section II shall be summarily rejected.
4. The successful bidder will be required to provide to the Purchaser a documentary proof of Registration with the Labour Commission having jurisdiction over the territory in which services are sought to be provided by the Supplier under this contract, along with any approval / other order of such Labour Commissioner that the Supplier may be required by any Law or Act in force at the time of the awarding of the contract to the Supplier. In case the Supplier is exempted from obtaining such Registration or approval or other order from the Labour Commissioner, it will be required to produce an Affidavit duly signed by the Principal Officer or the Authorised signatory on behalf of the Supplier that it is so exempted or not required to obtain any such Registration or approval or other order from the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Supplier under this contract.
5. No bid will be considered unless and until all the pages/documents comprising the Bid are properly signed and stamped by the person/s authorized to do so.
6. In the event of bid being accepted, the quotations will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.

7. The General Tender Document in original should be signed and returned in the envelope marked as 'Technical Bid', otherwise the tender will be rejected.
8. All above conditions will be enforced, unless written order of Purchaser is obtained relaxing any specific condition in any specific instance.
9. The Purchaser does not bind itself to accept the lowest tender.
10. Any change in the constitution of the concern of the Supplier shall be notified forthwith by the Supplier in writing to the Purchaser and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Supplier in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.
11. The Supplier acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and the terms, clauses and conditions, specifications and other details of the contract and the contractor. The Supplier shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to the contract or to evading any of his obligations under the contract.
12. In the event of the Supplier failing to fulfill or committing any breach of any of the terms and conditions of this contract; or if the Supplier or his agents or employees are guilty of fraud in respect of the contract or any other contract entered into by the Supplier or any of his partners or representatives thereof with the Purchaser; or if the Supplier or his agents or employees attempt to or direct or indulge in giving, promising or offering any bribes, gratuity, gift, loan perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the Purchaser in any way relating to such officers or person or persons, office or employment; or if the Supplier or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceedings or makes any composition with his/their creditors or attempts to do so; or if at any time during the pendency of the contract, it comes to the notice of the Purchaser, that the Supplier has misled it by giving false/incorrect info, then without prejudice to the Purchaser's right and remedies otherwise, Purchaser, shall be entitled to terminate this contract forthwith, encash the bank guarantee and to blacklist the Supplier and purchase or procure or arrange otherwise at the Supplier's risk and at the absolute discretion of the Purchaser, as regards the manner, place and time of such purchases. The cost of such supplies, together with all incidental charges or expenses, shall be recoverable from the Supplier on demand.
13. In any question, difference or objection whatsoever that may arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof, or the rights, duties or liabilities of either party, then, save in so far as the decision of any such matter as hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regard the rights and obligations of the parties as the result of such termination, shall be decided by the Purchaser and the decision shall be final and binding on the Supplier.
14. The Supplier will be responsible for the conduct of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Supplier or any of the workers/subcontractors/agents/any others deployed by the Supplier in the course of providing any services stated in this contract, and will bear full responsibility and

cost of the same. The Purchaser will not be liable for any loss or harm to any person within or outside the NPTI campus from any act of omission or commission of any of the workers / subcontractors/agents/any others deployed by the Supplier in the course of providing any services stated in this contract.

15. The Purchaser shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the Supplier or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at NPTI. The Purchaser shall be indemnified by the Supplier for all such claims.

16. Without prejudice to the preceding term of contract, the Supplier will be liable to reimburse the Purchaser of any cost or legal liability/penalty/fine imposed on the Purchaser by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Supplier or any of the workers/subcontractors/agents/any others deployed by the Supplier in the course of providing any services stated in this contract.

17. After the award of contract, the Supplier shall be on trial for two months, subject to fortnightly review of performance, and the continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.

18. The contractor is liable to pay the statutory payment towards Provident Fund, ESI, Bonuses etc apart from the wages as per minimum wages notified by Ministry of Labour and employment from time to time.

19. The Supplier shall be solely responsible for compliance with all statutory laws/rules/regulations such as those concerning PF, ESI, Labour laws, Bonuses, Minimum wages, etc. The Purchaser shall not be liable for any contravention/non-compliance on the part of the Supplier. Any contravention/non-compliance on the part of the Supplier brought to the notice of the purchaser, would be construed as a sufficient ground for termination of the contract at the discretion of the Purchaser. Notwithstanding this, in the event of the Purchaser visited with any penalty/fine etc., by any agency/authority due to the non compliance/contravention on the part of the Supplier to any statutory laws/rules/regulations etc., the Purchaser reserves the right to recover such fine/penalty etc., from the Supplier by way of recovery from the bills raised by the Supplier or by any other means.

20. The rates quoted against operations shall remain firm during the currency of contract. However, whenever the minimum wages rates are revised by the appropriate authority, the contractor shall pay wages at rates which are not below the revised minimum wages rates and obtain reimbursement of the difference between these rates and the rates indicated above, for the number of workers specified, on submission of proof of payment of revised wages to the workers.

21. **Income Tax:** Income tax and other statutory deductions will be made from each bill submitted by the contractor as per the rate and rules applicable on the date of payment of the bills. Copy of the PAN and existing Service Tax/Sales Tax copy may be produced. PAN number should be mentioned in each bill otherwise 20% will be deducted as per statutory requirement. Works tax shall be deducted if applicable.

22. **Payment of bills:** Payment shall be released to the contractor on monthly basis on submission of bills along with following supporting documents relating to the immediately preceding month:

i. Proof of payment of wages to the workers in the form of Salary Slip/ Receipt of payment of wages from each worker.

- ii. Attendance sheet of workers engaged.
- iii. Proof of deposit of Provident Fund contribution and ESI contribution with appropriate authorities under the respective Acts for the preceding month.
- iv. The minimum rates of wages per day include also the wages for weekly day of rest. Accordingly, the monthly bill will be paid on the basis of number of days attended in the month plus other appropriate charges.
- v. Service tax as per Govt. rules is payable by Purchaser on submission of previous month's challan.
- vi. Income-tax and other statutory deduction will be made from each monthly bill submitted by the contractor as per the rates and rules applicable on the date of payment of bills.

23. The Supplier will ensure that no person deployed by it indulges in smoking, drinking alcohol, chewing paan, tobacco etc. or unnecessarily loitering in the premises without work. If any person deployed by the Supplier is found to be indulging in these activities, a penalty of **Rs. 100/- per person per incident will be leviable** by the Purchaser, which will be intimated by the Purchaser to the Supplier within 3 days of the incident and deducted from the monthly payment of the Supplier.

The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with NPTI, Neyveli. NPTI, Neyveli shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against NPTI, Neyveli for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts in NPTI, Neyveli

24. The Supplier promptly replace any person deployed by it, who is found to be medically unfit, or not maintaining adequate personal hygiene, or whose behavior is found to be not courteous or who is otherwise found to be unfit for working within the NPTI Campus or unfit for being deployed for these services by the Purchaser. In case the Supplier fails to remove or replace such person beyond three days after the request of the Purchaser to replace him, a penalty of **Rs. 100/- per day per such person** will be leviable by the Purchaser, which will be intimated by the Purchaser to the Supplier within 3 days of the incident, and deducted from the monthly payment of the Supplier.

25 The Purchaser may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Supplier or any other person.

26. The Supplier may discontinue the contract at any point of time, by giving a notice at least **60 days** before the intended date for discontinuation. But will forfeit its performance guarantee submitted by it in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The Purchaser will also have the right to claim damages, and recover them from the payments due to the Supplier or by any other means, in addition of forfeiting the performance guarantee of the Supplier in such cases.

27. On the expiry of the contract, the supplier shall handover all the articles/equipments in good condition, which were entrusted to it. The Performance Bank Guarantee will be released by the Purchaser on the expiry of the contract only if the Purchaser is fully satisfied that all the articles/equipments have been handed over to the Purchaser and the equipment and property under the custody of the supplier have not been damaged. In case of any damage to the articles, equipment or property under the custody of the supplier, notice of payment of an amount equivalent to the damages will be intimated by the Purchaser to the supplier and will have to be paid by the Supplier before the Performance Bank Guarantee is released. In case of delay of more

than 15 days in payments, the Purchaser may, at its discretion, recover the same amount out of the Performance Bank Guarantee furnished by the Supplier.

28. Earnest money shall stand forfeited on the following grounds:
- On revocation of the tender or increase in rates after opening of tender but before the validity of the tender.
 - On refusal to enter into contract after the award.
 - If the work is not commenced within 10 Days after the work is awarded.

29. The contractor shall be responsible for proper maintenance of the buildings, furniture, fittings and all other equipments covered under the contract. He shall be required to replace the items in the event of breakage, misplacement, theft, loss etc. at his own cost. However, routine repair and maintenance of building will be carried out by the NPTI whenever felt necessary at its sole discretion.

30. The labourers employed shall have to be paid as per minimum wages, PF, Bonuses etc. prescribed by Regional Labour Commissioner (Ministry of Labour and Employment, Government Of India) Chennai.

31. The minimum wages for scheduled employment notified by Office of the Chief Labour Commissioner (C) , Ministry of Labour & Employment, Government of India, New Delhi vide Order No.1/3(3)/2015-LS-II, Dt.30.03.2015 for industrial worker is described below:

Drivers: *Highly skilled category of scheduled employment of "Construction or maintenance of roads or runways or in building operations including laying down underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipe lines"- Gazettee of India, Extraordinary, Part-II, Section-, Sub-Section (ii), as required by clause (b) of sub-section (1) of section 5 of the Minimum Wages Act, 1948 (11 of 1948), vide Notification of Government of India in the Ministry of Labour and Employment S.O.132(E) Dated the 13th January, 2009.*

All Labourers employed on works should be insured under the workman's Compensation Act and shall be covered under ESI. No labour below the age of 18 years will be employed by the contractor. Employment Cards must be issued to the employees and they will display their ID cards while on duty in NPTI-SOUTHERN REGION and their wages must be paid to them by 7th day of every month.

32. The police verification of all the employees must invariably be got done before employment. The contractor will be solely responsible for the employee's contribution towards provident fund and state insurance coverage of the employees.

33. The minimum rates of wages per day include also the wages for weekly day of rest.

SECURITY RULES

The contractor and their employees will invariably carry photo pass/Identity cards issued by the contractor and countersigned by specified authorities of the NPTI all the time while on duty. The contractor and their employees will have to follow the security rules as may be imposed from time to time.

ARBITRATION

In case of any dispute arising out of the contract and during the course of the contract, the matter will be referred to the sole arbitrator i.e. Principal Director NPTI-SOUTHERN REGION Neyveli or any officer nominated by him and his decision will be final and binding on both the parties.

Notwithstanding whatsoever stated above and in case of any controversy regarding the scope of work or any other items and conditions of tender, the decision of the Principal Director, NPTI-SOUTHERN REGION shall be final and binding in this regard.

SECTION- V
SCOPE OF WORK
Specification of services to be rendered

The scope of services to be provided is operation of office vehicles (presently one Maruti Omni Van, One Matador Van and One 55 seater Ashok Leyland Bus) as and when required.

1. The services required, expected profile, qualification and experience, duties and responsibilities etc. from the deployed personnel of the Supplier are given below;

a) Heavy Vehicle Motor Drivers -One Number (With valid driving license to drive Light Motor Vehicle & Heavy Motor Vehicle with badge to drive LMV & HMV public transport vehicles)

Sl. No.	Designation	Number	Qualification & Experience	Duties & Responsibilities
1	Heavy Motor Vehicle Driver	One	<ul style="list-style-type: none"> ➤ VIII Passed, preferable, Minimum 5 year prior experience is essential. Should have valid HMV/LMV Driving License. Should be able to understand Tamil and English. ➤ Should have pleasant personality and good behavior/etiquettes ➤ Should possess a valid badge for driving passenger vehicles. 	<p>Drive and maintain properly the office vehicle, write log book, up keep the original papers of the vehicle and keep a close watch over the requirement as per Motor Vehicle Act. Maintain log book properly, ensure security of the vehicle, to maintain normal duty hours.</p> <p>Knowledge of Roads of Neyveli and nearby areas is essential. Any other work assigned by NPTI, SR Authority</p>

These are only indicative and not exhaustive. The services expected from the agency should be of the highest standards and are indicated in the following paragraphs. The Supplier shall have, suitable staff deployed for this purpose, his own system of supervision and management and shall have to furnish the details of the same to the purchaser before the commencement of the services.

2. Subject to availability, appropriate accommodation for driver will be provided in the NPTI campus on payment of prevailing charges based on request.

3. The contractor shall be personally responsible for satisfactory execution of the contract. He shall make himself available on the site as frequently and as actually needed by the work requirement. He shall also make himself make available whenever called by NPTI authority for taking corrective measures for better performance.

4 . The supplier shall provide full details of the employees (including residential address) with their contact number, if any.

SECTION-VI

TENDER FORM (Technical Bid)

(On the letter head of the concern submitting the bid)

To

The Principal Director
National Power Training Institute,
Southern Region, Block-14
Neyveli -607803

Ref.: Tender No. NPTI-SR/2015/_____ Dated _____

Sir,

1. I/We hereby undertake to provide the man power supply services as specified in the Bid/ tender document and agree to hold this offer open for a period of 120 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

3. A crossed Bank Draft in favour of the NATIONAL POWER TRAINING INSTITUTE for Rs. 4,300/- (Rupees four thousand three hundred only) as Earnest Money Deposit is enclosed. The Draft is drawn on _____ Bank payable at Neyveli

4. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid documents is the sole proprietor/ constituted attorney of the sole proprietor.

Or

A Partnership firm, and the person signing the bid document is a Partner of the firm and he has authority to refer to arbitration disputes concerning the business of the Partnership by virtue of the partnership agreement/ by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/ deletions should invariable be duly attested by the person authorized to sign the bid document).

5. Certified that the bidder has the experience of more than _____ years in providing Man Power and related services. Certified copies of work-order pertaining to the **last three years** are enclosed with this bid.

6. Details filled in as prescribed in the Annexure -II and Annexure-III of the bid document along with other required documents as per terms/condition of the bid are enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:

(a) Full particulars of organisations where we have supplied such services in the three preceding financial years. (Self-attested copies of the relevant work orders & Certificates to be enclosed). Experience Certificate of one order with order copy & satisfactory performance certificate of providing skilled and unskilled manpower services for minimum one(1) year in Government/PSU Department etc. as per point no. 7 (a) of Section-III of this bid is enclosed.

(b) A copy of PAN Card, IT Returns for last 3 Yrs.

(c) Copy of Registration Certificate of Sales Tax, Service Tax etc.

(d) Information regarding any litigation, current or during the last five years in which the bidder was/ is involved, the opposite party(s) and the disputed amount.

(e) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

(f) Details of support facilities to execute the order.

(g) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding Order between us.

Yours faithfully

(Signature of bidder)

Dated this ____ day of _____ of 2015

Address _____

Telephone: _____

FAX _____

E-mail _____

Company Seal

SECTION-VII

TENDER FORM

(Financial Bid)

(On the letter head of the concern submitting the bid document)

To

The Principal Director
National Power Training Institute,
Southern Region
Block-14, Neyveli 607 803

Ref.: Tender No. NPTI-SR/2015/_____ Dated _____

Sir,

1. Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for supply of services as per the invitation for this and in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

2. The Price quoted by us for the services detailed in **Section V** of the bid document is as below:

Sl. No.	Designation	Unit	Quantity	Details	Rate/Day (Rs.)*	Amount(Rs.) {Per Month}	Amount (Rs.) (Per Annum)
1.	Heavy Motor Vehicle Driver	Per month	One	Wage			
				EPF%			
				ESI%			
				Bonus			
				Any other charges			
				Service charges			
				Sub-Total			
				Service Tax%			
	GRAND TOTAL (in figures)						
	GRAND TOTAL (in words)						

* Wage rate/day is inclusive of the wages for weekly day of rest in accordance to the notification Dt.20th May 2009 issued by Ministry of Labour and Employment, Govt. of India. Amount per month should be arrived based on this.

3. The price quoted is the final net price of all the services to be provided by us, inclusive of all taxes applicable whatsoever and any incidental services that may need to be provided. We enclose herewith the complete Financial Bid as required by you.

4. We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

6. We have carefully read and understood the terms and conditions of bid document and its implications. We do hereby undertake to supply all the specified items of service.

7. **Certified that the bidder is :**

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

Or

A Partnership firm and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of General power of attorney.

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections /deletions should invariable be duly attested by the person authorized to sign the bid document.)

8. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

Dated this _____ day of _____ of 2015

Address _____

Telephone:

FAX

Email

Company seal

ANNEXURE-I
FORM FOR PERFORMANCE BANK GUARANTEE

To

The National Power Training Institute

WHEREAS

(name and address of the Supplier) (Here in after called “the Supplier”) has undertaken, in pursuance of contract no. NPTI-SR/2015_____ Dated _____ to supply Manpower services to NPTI SOUTHERN REGION Neyveli (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of Rs. 21,500/- (Rupees twenty one thousand and five hundred only), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any argument, any sum or sums within the limits of Rs.21,500/- (Rupees twenty one thousand and five hundred only),as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of....., 2016

.....
(Signature of the authorized Officer of the Bank)

.....
(Name and designation of the Officer)

.....
Seal, name & address of the bank and address of the Branch

(Bank’s common seal)

ANNEXURE-II
PROFILE OF THE AGENCY

(The Bidders must fill all details & Enclose Relevant Documents.)

Sl. No.	Details	Detail/Remarks to be filled up by the bidder
A	General particulars of the agency	
	1. (a) Name of the Agency	
	(b) Type – Individual/Partnership/ Public limited / Pvt. Ltd (Please enclose copy of Memorandum/Articles of Association/ Registration with Govt. Department)	
	(c) Regd. Address	
	(d) Address of Office at Neyveli	
	(e) Contact Person's i) Name & Design. ii) Tel. No. Landline / Mobile iii) Email ID	
	2. PAN/GIR No. (Please enclose photocopy)	
	3. TIN No. (Please enclose photocopy)	
	4. Service Tax Registration No. (Please enclose photocopy)	
	5. Sales Tax , VAT registration No.(Please enclose photocopy)	
	6. The General Tender Document along with terms and conditions of contract given in Section-III and the Instructions to Bidders in Section IV are signed and returned in the envelope marked as 'Technical Bid'	
	7. The undertaking In Annexure-III duly filled & signed is enclosed	
	1. Annual Turnover for the last 3 years : 2014-2015 2013-2014 2012-2013	

B.	2. Income tax returns for Last three Preceding Years (Enclose Income tax Returns for last 3 yrs)	
C.	Experience of similar work in the field during the last 3 years in PSU/Govt.Deptt, other renowned organization /educational institutions of higher Learning (Refer to point no. 7 (a) of Section-III of this bid).	
	(Copy of order & certificates indicating value & period, duly self attested , of successful execution of the work orders received from different organizations must be enclosed.)	
D.	Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.	
E.	Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).	
F.	Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved	
G.	Earnest Money Details : Amount Rs. / DD No. / Date / Bank	
H.	Cost of Tender documents Amount Rs. / DD No. / Date / Bank/Cash (Please refer to Point No's 2 & 5 of Section-II of this bid)	
	If Tender document is downloaded from the website then it must be sent along with a D.D. for Rs. 200/- towards cost of tender document.	
J.	Experience of similar nature work in the field during last three years Attach order copy & certificate of satisfactory completion (Refer to point no. 7 (a) of Section-III of this bid).	

Sl. No.	Name of work	Name of the client	Cost Rs. In lakhs	Date of commencement	Date of completion	Remarks

Completion certificate of the above works are enclosed

Signatures of authorized signatory

Name _____

Designation _____

ANNEXURE-III
UNDERTAKING

I/We have read and understood all the terms and conditions in all sections of the bid document. I/we hereby quote for **"Providing Man Power services on Contract basis for NPTI SOUTHERN REGION Neyveli"** specified in the bid document as set forth in the terms and conditions of the contract which will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit for a sum of **Rs.4,300/-** as earnest money and should I/we fail to execute an agreement embodying the said conditions and deposit Performance Guarantee in the pro forma given in this bid document within 21 days of the acceptance of my/our tender, I/we hereby agree that the above sum of earnest money shall be forfeited by the Purchaser.

In connection with the tender for the above work, it is to certify that:

1) I/We are a registered firm for man power supply business with ----- and it is certified that the said registration is valid as on date (copy Enclosed)

2) It is to certify that I/We are registered for----- (e.g. PAN, TIN, Service Tax, EPF, ESI, Sales Tax, VAT etc.) which is valid as on date & the details of which are indicated in Annexure I & copies of documents Enclosed.

3)It is certified/confirmed that this/these registrations is/are valid as on date and we shall inform the department ourselves as soon as our registration expires or is cancelled/revoked.

Note: Strike out inapplicable portion

Read and accepted.

Signature and stamp of the Bidder or Authorised signature

Date:

Place:

IN WITNESS THEREOF the parties have here-into set their hands on the dates indicated below:-

1. (In the case of a firm)

Signed By The Above Named Firm Of _____ Through

_____ **partner of the firm.**

Signature

(Name & Address)

2. (In the case of a company)

The seal of the _____ Company, Limited, was affixed by the virtue of the resolution of the Board No. _____ Dated _____ the _____ Day of _____.

Secretary's Signature _____

Date _____

(in either case) in the presence of

1. Signature: _____

Address: _____

Description: _____

2. Signature: _____

Address: _____

Description: _____