

NATIONAL SMALL INDUSTRIES CORPORATION LTD.
Training Cum Incubation Centre,
B-5, Industrial Area, Bazpur Road,
Kashipur-244713,
District Udham Singh Nagar (Uttarakhand)

Tender Document

For

SECURITY SERVICES
at

B-5, Industrial Area, Kashipur (Uttarakhand)

Last date of receipt of tender : 04.11.2015 (Latest by 3.00 P.M.)
Date of opening of Price Bid : 04.11.2015 at 4.00 P.M.

(T.S.Rajput)
Dy. General Manager

NSIC

ISO 9001:2008

**NATIONAL SMALL INDUSTRIES CORPORATION LTD.
Training Cum Incubation Centre, B-5, Industrial Area, Bazpur Road,
Kashipur-244713, District:- Udham Singh Nagar (Uttarakhand)**

No: SIC/TICKashipur/SS/15/02

Dated:19.10.15

M/s.-----

Sub:- Tender for providing Security Services at NSIC Training Cum Incubation Centre, B-5, Industrial Area, Bazpur Road, Kashipur

Limited Sealed tenders are invited from the agencies for the above mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

NSIC being a responsible corporate citizen will insist on strict compliance of statutory obligations i.e. Registration of ownership, EPF, ESI, Service Tax, Income Tax and DGR etc. and adherence to the provisions of various Laws / Acts as applicable from time to time.

The tender should be in sealed envelopes containing Price Bid in the Performa as per Schedule 'A' and self attested copies of the documents as per Clause 3.0 of the tender document and a DD/ Pay Order for Rs. 4,000.00 (Rupees Four Thousand only) drawn in the favour of NSIC Ltd., Kashipur being the Earnest Money Deposit (EMD). The envelopes should be clearly super scribed with the type of Bid "**For providing Security Services at NSIC-TIC, B-5, Industrial Area, Bazpur Road, Kashipur (Uttarakhand)**". The envelopes must be addressed to:

**Dy. General Manager
NSIC- Training Cum Incubation Centre,
NSIC Ltd. B-5, Industrial Area, Bazpur Road,
Kashipur-244713, District:- Udham Singh Nagar (Uttarakhand)
Phone No. 05947-262453, 7055009123**

The tender must reach us at the above address on or before **04.11.15 up to 3.00 p.m.** in sealed envelop as above.

NSIC reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.

Thanking you,

Yours faithfully,

**(T.S.Rajput)
Dy. General Manager
For & on behalf of NSIC**

NATIONAL SMALL INDUSTRIES CORPORATION LTD.
Training Cum Incubation Centre, B-5, Industrial Area, Bazpur Road,
Kashipur-244713, District:- Udham Singh Nagar (Uttarakhand)

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INDEX OF TENDER DOCUMENTS

S.No.	DESCRIPTION	PAGES
1.	Letter inviting bidders	2
2.	Definitions	4
3.	Instructions to tenderers	4-5
4.	Eligibility criteria, Legal Obligations	5-6
5.	Payment Terms	6-7
6.	Duration of the contract, Arbitration	7
7.	PRICE BID (SCHEDULE 'A')	8
8.	Format of Agreement	9-12

(T.S.Rajput)
Dy. General Manager
For & on behalf of NSIC

The terms and conditions for the work order.

1.0 Definitions:-

- 1.1 "Corporation" shall mean the National Small Industries Corporation Ltd. (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi . 110020, and shall include their legal representatives, successors and permitted assignees.
- 1.2 "Contract" means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions.
- 1.3 "Contractor" shall mean the individual or firm and shall include the legal representative of such individual or the persons composing such firm or the permitted assignee of such individual or firm or the Corporation.
- 1.4 "Competent Authority" means Chairman cum Managing Director of Corporation and his successors.
- 1.5 "Officer In Charge " shall mean the officer of the Corporation, not below the level of Deputy Manager, designated by "Competent Authority." as the case may be, who shall supervise and be in-charge of such works.
- 1.6 "Security agency" shall mean an agency which is registered under Contract Labour Act may submit tenders in NSIC.

2.0 INSTRUCTIONS TO TENDERERS:-

- 2.1 The personnel for security services will be required to work at NSIC –TIC, B-5 Industrial area , Bazpur Road, Kashipur .
- 2.2 The personnel for security services will include Unarmed Guards.
- 2.3 At present 4 (Four) Nos Unarmed guards are required. The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation.
- 2.4 The contractor will ensure compliance of Discipline for supply of security Guards.
- 2.5 The tenders shall be accompanied with a DD/ Pay Order for **Rs. 4,000.00** (Rupees Four thousand only) drawn in favour of NSIC Ltd., payable at Kashipur being the earnest money deposit and self attested copies of all the documents as mentioned under clause 3.0. EMD will be refunded after receipt of Security deposit.
- 2.6 The successful tenderer shall deposit security deposit of an amount equal to **5% of total estimated annual value** of the contract with this department. The security deposit will be in the form of Bank Guarantee from any Nationalized Bank which shall only be released after three months from the date of the completion of the contract. The earnest money/security deposit shall be interest free.
- 2.7 **Date of issue of DD / PO should not be before the date of publishing of tender notice.** Tenders received without EMD or relevant documents for meeting eligibility requirements will not be considered for opening of price bid. Price bids of those bidders, whose bids meet the eligibility criteria as per clause No. 3 will only be opened. The earnest money deposit (EMD) of the unsuccessful tenderers shall be refunded after the contract has been awarded.
- 2.8 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.9 The interested parties are advised to inspect the premises and assess the scope/quantum of work involved before submitting their offer. Clarifications, if any, may be obtained by contacting the office of the undersigned during office hours on working days. No claim what so ever shall be entertained regarding the ignorance about the site conditions on later date.
- 2.10 Interested parties are requested to quote their **most competitive rates** (as per the format specified in **Schedule 'A'**).
- 2.11 **Tender with service charge beyond the limits of minimum wage act shall be considered.**
- 2.12 Service Tax shall be mentioned separately.
- 2.13 Conditional tenders will be rejected out rightly.
- 2.14 The personnel engaged in providing the requisite services to the NSIC shall be the employees of the contractor and will claim their remuneration from the contractor. NSIC will not be liable for anything on their part.

- 2.15 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- 2.16 The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and if in case the discipline and the duties/quality of work deteriorates, the contractor shall have to provide replacement of his personnel.
- 2.17 The Contractor agency shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
- 2.18 Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- 2.19 The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.20 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- 2.21 Contractor will not ask for any enhancement of approved rates during the period of the contract and it shall be his own responsibility to pay the wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to his employees.
- 2.22 The contractor will provide to its staff complete uniform and other accessories i.e torch, whistle baton etc.
- 2.23 The armed guards, if any, will be carrying guns and ammunition etc. with valid licenses and permission from the local authorities.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:-

The tenderers will submit the self-attested photocopies of the following documents:-

- a. Ownership registration certificate of the tenderer.
- b. Photo copy of the Registration with ESI Department
- c. PAN Number in the name of registered owner
- d. Registration with Service Tax Department.
- e. Registration with EPF Department
- f. Signed copy of terms and conditions.
- g. EMD for Rs. 4,000/- (Rs. Four thousand only) through DD/PO only. **DD/PO should not be issued before the date of advt. of tender.**

4.0 LEGAL OBLIGATIONS:-

- 4.1 All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor. The contractor shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-

- a. The Contract Labour (Regulation & Abolition) Act, 1970
- b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
- c. The Minimum Wages Act, 1948
- d. The payment of Wages Act, 1936
- e. The Workmen's Compensation Act, 1923
- f. The Employees' Provident Funds and Misc. Provisions Act, 1952
- g. The ESI Act, 1948
- h. The Payment of Bonus Act, 1965
- i. The Payment of Gratuity Act, 1976
- j. Service Tax Act
- k. Income Tax Act

Contractor shall abide by provision of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the workmen employed by the Contractor shall be sole responsibility of the Contractor. If penalized for non compliance of

- any of the legal requirements, the contractor shall be responsible for the same and deal with the at its own level and costs, in no way putting any liability on the corporation.
- 4.2 Contractor shall fully indemnify NSIC against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/ Acts in relation to the Contract.
- 4.3 The Contract Labour (Regulation & Abolition) Act,1970, and Rules,1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. He shall also indemnify NSIC from and against any claims under the aforesaid Act and the Rules.
- 4.4 The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above mentioned jobs.
- 4.5 The Contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- 4.6 The contractor will deposit the service tax with concerned authority as applicable and submit the documentary proof of same to the corporation from time to time.
- 4.7 The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the Corporation.
- 4.8 The Contractor shall ensure that the payment of wages to the workmen employed by him, shall be made by cheque and also in the presence of the representative of the Corporation.
- 4.9 Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- 4.10 All the workers employed by contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from the Corporation in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall be entirely the dispute between them only. The Corporation shall not in any manner be a party to it. The contractor will take all necessary steps for redress of such disputes and shall be solely responsible for the outcome.
- 4.11 Contractor whose tender is accepted shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid License until the completion of the contract.

5.0 DEFAULT CLAUSE:-

- 5.1 The contractor is responsible for deputing the guards as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the contractor to provide replacement for the same.
- 5.2 In case of any failure on part of the contractor to provide workmen / services as enumerated in this tender document, the penalty of an amount of Rs.500/- per workman, which may extend maximum upto 5% of monthly contract value shall be levied on the contractor.

6.0 PAYMENT TERMS:-

- 6.1 The Contractor shall prefer his monthly bill. The contractor will deposit service tax with the concerned authority as per rates applicable from time to time. All the bills so preferred shall invariably be supported by the proof of payment of wages and receipts of EPF & ESI and service tax in evidence of his having made payments to these accounts.
- 6.2 The Contractor shall prefer his bill after paying the wages to his workmen including the cost of material provided by him during the month. Contractor shall also enclose copies of the receipts of payments of EPF ESI and service tax.
- 6.3 In case there has to be made any payment to the workmen of the Contractor by the Corporation which otherwise is the responsibility of the Contractor, the same shall be adjusted against the security amount deposited with the Corporation or either deducted from the payment due to the Contractor.
- 6.4 In case the amount to be released to workers is not as per wage bill to be prepared as per Minimum Wages Act or contractor is not able to provide undisputed documentary proof in respect of following:-
- i) Release of payment as per Minimum Wages Act.

- ii) Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
- iii) Service Tax as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released & the decision of Competent Authority will be final in this case. In case, it is found that no amount of PF & ESI has been deducted in respect of persons engaged by them by the Contractor, in spite of having PF A/c. No & ESI A/c No., in such cases amount of PF & ESI as per EPF Act & ESI Act will be deducted by NSIC Ltd. in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

7.0 DURATION OF CONTRACT:-

- 7.1 The duration of this contract shall be **24 (twenty four) months** from the date of award of the work as is to be mentioned in the work order to be placed on the successful party. However the duration can be extended further for a period of up to 24 (Twenty four) months based upon satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the corporation.
- 7.2 In case it is found that the Contractor is not complying with the provisions of Minimum Wages Act, Employees Provident Fund Act, ESI Act and or any other statutory provisions as mentioned in clause 3 of this letter the contract is liable to be terminated at a notice of 30 days.
- 7.3 Either of the parties shall have the right of coming out of the contract by giving a notice for 30 days in advance during its validity.

8.0 ARBITRATION:-

- 8.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Director (Planning & Marketing) of NSIC or any officer nominated by Director (Planning & Marketing).
- 8.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties here to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 8.3 The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings.

(T.S.Rajput)
Dy. General Manager
For & on behalf of NSIC

SCHEDULE 'A'

PRICE BID

(Amount in Rs. per person per head)

Sl. No.	Details of Pay	Security Guard (un-armed)	Security Guard (armed)	Security Guard (unskilled for office work)
1	Wages as per minimum wage Act			
2	E.P.F. as per rule			
3	E.S.I as per rule			
4	Uniform & Washing Allowance			
	Total			
5	Service Charge @ %			
6	Service Tax if applicable @ %			
	Grand Total			

Rates of allowances from sl. no.2,3,5 & 6 will be payable as admissible by law as on date.

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Date :

Place :

Name :

Designation:

Agreement for Security Services

This agreement is executed on this date xxxxxx between the National Small Industries Corporation Ltd. (A Govt. of India Enterprise) company incorporated under the Companies Act 1956 and having its Registered Office at NSIC Bhawan, Near Okhla Industrial Estate, New Delhi 110020 (hereinafter referred as Corporation) of the one part

AND

xxxxxxx (hereinafter referred to as the Agency) which expression shall include his legal heirs / successors, representatives and assignees of the other part.

Whereas xxxxxxxx has quoted its rates to provide security services to the Corporation w.e.f. xxxxxx

Now, it is agreed by and between the parties as under:-

- 1) The contract for providing Security Services shall be deemed to have come into force on 1st day of the month of xxxxxxxx.
- 2) The contract shall be valid for the period from xxxxxx to xxxxxxxx which may further be extended with the consent of both the parties for a period of 24 months on the similar terms and conditions.
- 3) Either party shall have right to terminate the contract subject to giving a notice of 30 days.
- 4) The Corporation shall be entitled to terminate this agreement by giving 30 days notice in advance in writing to the Agency without prejudice to other rights and remedies available to it because of the breach of any terms of this agreement or if the Proprietor of the Agency becomes insolvent or fails and / or neglects to carry out instructions of the Corporation or violates any guidelines or owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirement of work. On termination of the Agreement, the liability of the Corporation for payment of any amount shall cease.
- 5) The personnel for security services will be Unarmed Guards.
- 6) The personnel must be as per requirement of the Corporation for effective discharge of their duties.
- 7) The Agency shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other contractor without prior written consent of the corporation.
- 8) The Agency shall ensure compliance of Discipline guidelines and other statutory regulations during the continuation of the Contract.
- 9) The Agency shall furnish the following documents in respect of the personnel engaged by him:-
 - a) List of the security guards engaged by the Agency as per the requirement of the corporation with all personal details of the individuals, i.e. date of birth, marital status, address, educational qualification & experience etc.
 - b) Character certificate duly verified/certified by the Agency.
- 10) The Agency shall engage the man power who has attained the age of 18 years.
- 11) The Agency will provide to its staff complete uniform and other accessories i.e torch, whistle, baton etc. as per the requirement of minimum wage guidelines.
- 12) The armed guards will be carrying guns and ammunition etc. with valid licenses and permission from the local authorities.

Contd....

- 13) The Agency shall remain liable to and shall indemnify the Corporation in respect of all causes of action, claim, damages, compensation or costs, charges and expenses arising out of accident or injury, sustained or to be sustained by the Corporation or by any workman or other person, whether in the employment of NSIC premises arising out of any act of commission or omission, default or negligence error in judgment on the part of Agency or the staff and employees of the Agency.
- 14) The Agency shall deposit security deposit of an amount equal to **5% of total estimated annual value** of the contract with this department before the start of the contract. The security deposit will be in the form of Bank Guarantee from any Nationalized Bank/Cash/DD, which shall only be released after three months from the date of the completion of the contract. In case if the annual value of the contract increases at least by 10% during the continuance of the contract, the Agency will submit the additional Security deposit to make up for the limit of 5% as above. The Security Deposit shall be interest free.
- 15) The Agency shall pay the wages of the personnel by Cheque / bank transfer by 7th of each month positively in the presence of an authorized official of the Principal Employer and shall comply with the statutory regulation relating to EPF, ESI, Bonus etc. (if applicable). The details of payment released by cheque by the Agency to the personnel shall be provided along with bank statements of security personnel to whom cheques have been issued.
- 16) In case it is noticed and found at any stage that the statutory regulations relating to EPF, ESI, bonus etc. are not being complied with, then the Corporation shall have the right to deduct and withhold up to 50% of total dues of the Agency till the time the proper documents showing proof of compliance are not submitted.
- 17) In case of any failure on part of the Agency to provide workmen / services as enumerated in this tender document, the penalty of an amount of Rs.500/- per workman, which may extend maximum up to 10% of monthly contract value shall be levied on the Agency.
- 18) In case there has to be made any payment to the workmen of the Agency by the Corporation which otherwise is the responsibility of the Agency, the same shall be adjusted against the security amount deposited with the Corporation or either deducted from the payment due to the Agency.
- 19) In case the amount to be released to workers is not as per wage bill to be prepared as per NSIC guidelines or Agency is not able to provide undisputed documentary proof in respect of following:-
 - iv) Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
 - v) Service Tax as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released & the decision of Competent Authority will be final in this case. In case it is found that no amount of EPF(As admissible) & ESI has been deducted in respect of persons engaged by them by the Contractor, in-spite of having EPF A/c. No & ESI A/c No., in such cases amount of EPF & ESI as per EPF Act & ESI Act will be deducted by the Principal Employer in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such Agency.

- 20) The agency shall comply with all Acts, by laws and statutory regulations applicable from time to time in the state of Uttarakhand with regard to performance of work and the Corporation shall have no liability in this regard whatsoever.

Contd....

- 21) The personnel, employed by the Agency shall be the employees of the Agency and the Corporation shall have nothing to do with their employment.
- 22) The Agency shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- 23) The Agency shall deposit the service tax with concerned authority as applicable.
- 24) The Agency shall ensure that all grievances and complaints of his workmen are redressed only by it and in no circumstances it shall allow to forward such grievances to any of the authorities of the Corporation.
- 25) The Contract Labour (Regulation & Abolition) Act,1970, and Rules,1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. He shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.
- 26) The agency shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 and continue to have a valid License until the completion of the contract.
- 27) The Agency shall be responsible for deputing the security guards as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the Agency to provide replacement for the same.
- 28) The Agency shall be responsible to provide immediate replacement of any of their staff who is not available for duty and provides such other additional staff as may be required by the Corporation from time to time.
- 29) The Agency shall prefer his monthly bill by 3rd of each month after paying the wages to his workmen including the cost of material provided by him during the month as per the requirement of the constituted committee. The Agency shall deposit service tax with the concerned authority as per rates applicable from time to time. All the bills so preferred shall invariably be supported by the proof of payment of wages and receipts of EPF & ESI and service tax (as admissible) and the material purchased in evidence of his having made payments to these accounts.
- 30) If one or more of the provisions hereto is declared void, invalid illegal or unenforceable the validity and enforceability of the remaining provisions herein contained shall not be effected or impaired in any way. Each party hereto shall, in any such event, execute, in order to give valid, legal effect to any provision which is determined to be void and or invalid and / or illegal, any such document as may reasonably be required to remedy such situation in so far as it may be possible to do.
- 31) The parties hereto acknowledge that this agreement along with the work order constitutes the entire agreement between the parties and shall supersede all previous agreements, either oral or written, between the parties with respect to the subject matter.
- 32) Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Director (Planning & Marketing) of the Corporation or any officer nominated by Director (Planning & Marketing).

Contd...

- 33) The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 34) The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings

IN WITNESS of above, both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witness.

Authorized Signatory (Agency)

Authorized Signatory (Corporation)

Witness

Witness