

**Tender for Appointment of Consultant for Major  
repair works of 23 (twenty three) Officers' Flats  
located at MHC, Mani Majra, Chandigarh**



**Haryana Regional Office**  
**Plot No. 3, Sector -34-A, Chandigarh - 160022**

Date of Issue of Tender Document	06 March 2020
Pre Bid Meeting with Bidders	15:00 hrs on 18 March 2020
Due Date for Submission of Tender	15:00 hrs on 26 March 2020
Date and Time of Opening Tender	15:30 hrs on 26 March 2020

**CLIENT:**  
CHIEF GENERAL MANAGER  
NABARD HARYANA REGIONAL OFFICE  
PLOT NO. 3, SECTOR -34-A  
CHANDIGARH - 160022

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Ref.No. NB.HR.DPSP/ 5375 /Major repair works - 28/ 2020 -21

06 March 2020

(List of empanelled firms)

Dear Sir/ Madam,

**Tender for Appointment of Architect from Empanelled Architects for Major repair works of 23 (twenty three) Officers' Flats located at MHC, Mani Majra, Chandigarh**

1. National Bank for Agriculture and Rural Development (NABARD), Haryana Regional Office, Chandigarh, invites you to tender for the following proposed works:

(a) Major repair works of 23 (Twenty three) Officers' Flats located at MHC, Mani Majra, Chandigarh in two phases.

(b) The list of works identified for major repair works are "Change of flooring at all floors, complete repair works of Washrooms including fixtures, Water Proofing of walls as per the requirements, Internal Painting, External Painting, providing of AC ducting (if required), Change of furniture and storage cabinets, Change of Electrical Wiring, Switches and Lighting, Panel works, false ceiling (if required), setup of state of art Gym and sports room, other interior Works, replacement of existing windows with Aluminium sliding windows, other Misc. works etc."

You are requested to submit your offer in the sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document. The copy of the tender is available in our website **www.nabard.org**.

**2. Envelope shall be submitted to THE CHIEF GENERAL MANAGER, NABARD, HARYANA REGIONAL OFFICE, Plot No. 3, Sector 34-A, Chandigarh – 160022 and Envelop should also be super scribed "Tender for Appointment of Architect from Empanelled Architects for Major repair works of 23 (Twenty three) Officers' Flats located at MHC, Mani Majra. Last date for the submission of sealed tenders is 26 March 2020 by 15:00 hrs.**

3. The envelope shall not contain any condition and any conditional price bid shall be rejected out rightly.

4. The appointment will be communicated later on, after scrutiny of the documents submitted by tenderers.

5. A pre-bid meeting will be held at **NABARD, HARYANA REGIONAL OFFICE, Plot No. 3, Sector – 34-A, Chandigarh – 160022 at 15:00 hours on 18 March 2020** with the prospective bidders, to clarify any issues pertaining to the tender. The bidders are

expected to thoroughly read the tender document before being present for the pre-bid meeting, so as to understand all aspects of the work. The bidders, if required, may also take a visit to the site of work before the pre-bid meeting.

6. The tender will be opened on the same day as that of the due date for submission of tender **at 15:30 hours on 26 March 2020.**

7. The bid shall remain valid and open for acceptance for 90 days from the date of opening of Technical & Price Bid.

**8. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.**

9. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed herewith within 14 days from the date of issue of the work order.

10. Applications containing false and/ or incomplete information are liable for rejection.

11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

Yours faithfully,

-sd-

**(Rajiv Mahajan)**  
**Chief General Manager**

## **Form of Tender**

**The Chief General Manager**

National Bank for Agriculture and Rural Development  
Haryana Regional Office  
Plot No.3, Sector -34-A  
Chandigarh - 160022

Dear Sir,

**Tender for Appointment of Architect from Empanelled Architects for Major repair works of 23 (Twenty three) Officers' Flats located at MHC, Mani Majra**

1. I/We have read and understood the instructions and the terms and conditions contained in the tender. I/We do hereby declare that the information furnished by us in the bids are correct to the best of my/our knowledge and belief.
2. Having examined the Price Bid relating to the works specified in the tender hereinafter set out, having visited and examined the site of the works specified in the said tender and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said tender within the time specified, at the rates mentioned in the Price Bid and in accordance with all respects with the tender and with services as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of Contract annexed hereto so far as they may be.
4. Decision of the Bank in regard to selection of the consultants shall be final. The Bank is not bound to assign any reasons therefor.

All the above conditions are acceptable to me/ us.

Yours faithfully,

Signature of the Applicant

Full address

Contact number and email

## **Agreement**

This AGREEMENT made at Chandigarh on this \_\_\_\_\_ day of \_\_\_\_\_ between the National Bank for Agriculture and Rural Development, a body corporate constituted under the National Bank for Agriculture and Rural Development Act, 1981 and having its Head office at C-24, G-Block, Bandra Kurla Complex, Bandra East, Mumbai 400051 and a Regional office at Plot No. 3, Sector – 34-A, Chandigarh - 160022 (hereinafter called “Employer” which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the ONE PART and M/s \_\_\_\_\_ having their place of business at \_\_\_\_\_ (hereinafter referred to as “the Architect/Consultant/ ” which expression shall, unless repugnant to the context, or meaning thereof, mean and include heirs, executors and administrators) of the OTHER PART.

### WHERE AS

1. The Employer is desirous of getting executed **Major repair works of 23 Officers’ Flats located at MHC, Mani Majra in two phases (as per the list at page no.15 of the tender document).**
2. The Employer is desirous of appointing Architect/Consultant for rendering consultancy services for repair works of 23 (Twenty three) Officers’ Flats located at MHC, Mani Majra in two phases (as per the list at page no.15 of the tender document) AND
3. The Architect/Consultant is agreeable to provide consultancy service in relation to Major repair works of 23 (Twenty three) Officers’ Flats located at MHC, Mani Majra in two phases (as per the list at page no.15 of the tender document).

### NOW THEREFORE THIS AGREEMENT WITNESSETH-

That the Employer hereby appoints the Architect/Consultant for major repair works of 23 (Twenty three) Officers’ Flats located at MHC, Mani Majra, on the following terms and conditions and the Consultant agree for the same :-

#### **1. WORKS**

The list of works identified for major repair works are “Change of flooring at floors, complete repair works of Washrooms, Internal repair works, Water Proofing of walls as per the requirements, Internal Painting, External Painting, providing of AC ducting (if required), Change of furniture and storage cabinets, Change of Electrical Wiring, Switches and Lighting, Panel works, false ceiling (if required), setup of state of art Gym and sports room, other interior Works, replacement of existing windows with Aluminum sliding windows, other Misc. works etc.”

- a. Associated works, if any.  
(hereinafter referred to as the ‘said works’) more fully detailed in the schedule hereto.

The Architect/ Consultant shall have a separate in-house team of professionals consists of at least an experienced/qualified Consultant, one qualified/experienced

Senior Engineer (having minimum 3 years' experience in the field) and one qualified Site Engineer (Diploma in Civil Engineering) for day-to-day supervision of the work.

## **2. ARCHITECT'S/CONSULTANT'S SERVICES**

The Architect/Consultant agree to and shall render the following services in connection with and in regard to the above works;

- a. Study of building requirements with respect to the work and any specific additional provisions that need to be made.
- b. Study the flats traffic/foot fall including the occupants and visitors.
- c. Prepare and submit sketch designs and drawings as per the Employer's requirements (including carrying out necessary revisions till the sketch designs are finally approved by the Employer) along with model of the 3D scheme/walkthrough, prepare approximate estimates of cost by cubic measurements, area measurements with dimensions in MKS (metre, kilo, Second) system or otherwise based on the prevailing market rates and submit along with a detailed project report on the scheme so as to enable the Employer to take a decision on the sketch designs/ drawings.
- d. The Architect/ Consultant when appointed for said works, if required, may engage other service consultants for various ancillary works such as structural consultant, sanitary and water supply, electrical installations, landscaping and gardening, etc. within his fees with prior approval of Officer – in - Charge.
- e. Prepare architectural and working drawings, making structural calculations and preparing all structural, mechanical, sanitary, drainage and electrical drawings, specifications, detailed estimates of cost and furnish such other particulars as may be necessary for the preparation of schedule of quantities.
- f. Since the flats are very old, the consultant may also have to prepare as built drawings after major repair works, if required.
- g. On receipt of approval for the scheme from the Employer, prepare detailed tender documents including articles of agreement, terms and conditions, specifications, drawings, schedule of quantities and materials, time and progress charts etc. and work out detailed estimate of cost for the Employer's approval.
- h. The selection of the contractors will be through open bidding. Preparing the draft paper advertisement for Notice Inviting Tender (NIT) and submitting to the Employer, preparing select list/pre-qualification list of the contractors with the approval of the Employer including making visits to the contractors' work jointly with the Employer's representatives, if and as desired/required , inviting tenders for various trades, preparing comparative statements and submitting assessments and recommendations thereon, arranging pre-bid meeting of contractors in consultation and jointly with the Employer and preparing the minutes of pre-bid meeting and submitting to the Employer for approval, assisting the Employer to conduct negotiation with bidder wherever necessary and after employers decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Employer after obtaining Employers approval for the contracts.
- i. Preparing requisite number of copies of the contract documents of the various trades including all drawings, specifications and other particular and such further details and

drawings as are necessary, for use of the Employer, the contractors and the site engineers for the proper execution of the work.

j. Prepare contract documents and get them executed by the successful tenderer and supply for the use of the Employer, two copies each of the contract documents including all drawings, specifications and such other further particulars, details and drawings as are necessary for the proper execution of the work.

k. Scrutinize and approve the working drawings, specifications, check quality of materials and supervise all other works, monitor work progress with vendors and Employer.

l. Assume full responsibility of the supervision and proper execution of the said works by the various contractors engaged for various trades with special reference to quality, stability and structural safety of the building.

m. Liaise with Local Bodies, Government, Quasi-Government and other concerned authorities as may be necessary in connection with the said work and get approvals etc., as when needed, for the satisfactory execution of the project.

n. To ensure the execution of project within set time and cost frames by following approved methods for monitoring viz., PERT/Bar Chart, etc. and assume responsibility for timely completion and ensure proper quality of work through his engineers posted at site.

o. To attend site meetings, record minutes of such meetings and circulate the same amongst the concerned parties in good time. Minutes of such meetings shall reach NABARD within 10 days from the date of such meeting.

p. To ensure quality of works executed by undertaking necessary quality control measures.

q. To identify abnormally high and abnormally low quoted rates and carefully watch the execution of such items to avoid undue benefit to the contractors.

r. To approve samples of various fittings, fixtures and materials to be used on work in consultation with the Employer.

s. Check measurements of work at site, check contractors' bills, issue periodical certificates for payment so as to enable the Employer to make payments to the contractor.

t. Certify with tests, if necessary, and as per Employer's standard checklist, the completion of the satisfactory supply, erection and performance of various items of work.

u. To issue all instructions specifically and in writing to the Contractor.

v. To issue virtual completion certificate.

w. To assist the bank in settling the final bills as well as handing over of the completed work.

x. To effect economy and avoid wastage/wasteful expenditure.

y. To ensure that necessary registers are maintained at site for periodical verification.

z. Obtain from the contractor and supply to the Employer a set of 'As-built drawings' pertaining to the said work.

aa. Any other services connected with the said works usually and normally rendered by the Architects/ Consultants and not referred to in any of the items mentioned above.



bb. To attend to any other work connected to the said work but not referred to in any of the paras mentioned above.

### **3. CONDITIONS OF ENGAGEMENT**

a. For supervision during execution of works, recording of measurement of work, etc., to ensure proper workmanship, quality and progress of work etc., the Consultant shall periodically/as frequently as necessary visit the work at site.

b. A qualified and experienced resident engineer is appointed at site by the Consultant, on approval by the Employer and who shall be appointed till the completion of the said work or such other extended time as mutually agreed upon by the parties hereto, shall undertake on day to day basis supervision of the work and other such works as is otherwise required to be carried out by the Consultant as per the terms of this agreement and to such extent as is approved by the Employer at the costs, risk and responsibility of the Consultant as aforesaid. The Architect/ Consultant shall also have a functional office within the Tri-city (Chandigarh/ Panchkula / Mohali) limits.

c. In cases where the work is examined by any technical audit team or CVC or the Chief Technical Examiner of Government of India, NABARD Head Office, the Architect/ Consultant will assist Employer in giving suitable replies or take action as may be necessary, to comply with the observations made by these agencies, even three years after the completion of the project.

d. The Consultant shall render services to the Employer till the completion of the defects liability period as indicated in the agreement executed between the Employer and the contractor.

### **4. TERMINATION OF AGREEMENT**

a. The agreement may be terminated at any time by either party by giving written notice of two months to the other party by either party. Even after termination of their engagement, the Consultant shall remain liable and be responsible for due certification/approval of any bills submitted by the contractor in respect of the work executed before termination of the Consultant appointment.

b. If the Architect/ Consultant shall close their business or wind up or otherwise become incapacitated from acting as such Architect/Consultant, then the Agreement shall stand terminated.

c. If the Architect/Consultant fails to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the Employer at its sole discretion.

d. The Agreement shall stand terminated in the event of any violation of clause 11 by the Consultant mentioned hereafter.

e. In case of termination under sub-clauses (a), (b) , (c) or (d) the Architect/Consultant shall not be entitled to any fee or compensation except the fee payable to them for the work actually done, so far. In such cases, the decisions of the Employer as to what is the work actually done and what is the amount of the fee due to the Architect/Consultant on the basis of actual work done shall be final and binding on the Architect/Consultant.

f. In case of the termination under sub-clause (a), (b), (c), or (d) the Employer shall make use of all or any drawings, estimates or other documents, prepared by the Consultant after payment for the services of the Consultant for preparation of the same in full as provided herein.

## **5. SCALE OF CHARGES**

a. The Employer shall pay to the Architect/Consultant as fee for the services to be rendered by the Consultant in relation to the said works, an amount calculated at the rate of \_\_\_\_\_ (percent) of the actual cost of this project as per clause 6. The GST (Goods and Services Tax) at the applicable rate will be paid extra by the Employer. Statutory deductions as per the prevailing rules will be made from the payment.

b. The Architect/Consultant shall be paid the fee referred to above, in a manner laid down in clause 6 detailed below in respect of the preparation of plans, drawings and specifications, calling of tenders, etc., up to the stage of work done by them on the value of works estimated by them and approved by the Employer initially; however, the Employer shall be entitled to adjustments subsequently to secure that the total fee payable to the Architect/Consultant does not exceed the aggregate of the percentages referred to in sub-clause (a) above on the value of works actually executed and completed. The Employer, shall, however have the liberty to omit, postpone or not execute any work and the Consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fee which have become payable to them for the services actually rendered by them.

## **6. MODE OF PAYMENT**

The Employer shall pay fees to the Consultant in stages as follows:

a. 10% of the total fee payable after completion and approval of the preliminary drawings/ schemes by the Employer.

b. 30% of the total fee (less any amounts paid under clause (a) above) payable after completion of all specifications, drawings, estimate and tender documents.

c. 50% of the total fee (less any amounts paid under clauses (a) and (b) above) payable after tenders are invited and submission of recommendations to the Employer for award of work and execution of contract agreements.

d. 90% of the total fee (less already paid) shall be paid in installments as the work proceeds and in proportion to the value of the said works as accepted from time to time.

e. 95% (less already paid) after final completion of the work and settlement of the final bill.

f. 100% of the total fees (less already paid) shall be released after defects liability period and satisfactory rectification of the defects by the contractors, as pointed out during the defects liability period.

**7. VISIT TO THE SITE**

The Consultant or their representatives shall visit the site periodically and as frequently as the works require and inspect and supervise the work. Frequency of visits will be decided mutually by the employer and the Architect/Consultant.

**8.** Notwithstanding anything contained herein above, it shall always be open to the Employer to exclude from the scope of the services to be rendered by the Architect/Consultant under these presents, the supervision and execution part of the work. The scale of fees under such circumstances, shall be 70% of the fees payable when supervision & execution are excluded.

**9. PENALTY**

Notwithstanding that is mentioned above, if the Employer is put to any loss or suffers any damages (including cost escalation in the execution of said works) due to the delays in carrying out the obligations under these terms or negligence, indolence or breach of the terms and the conditions herein contained on the part of the Architect/Consultant, whether the cause of such damage or loss is immediate or remote, the Architect/Consultant shall be liable to not only to forego their fees for the quantum of work thus done but also make good such losses and damages on a written demand made by the Employer and a certificate issued by the Employer as regards to the amount of such loss or damage shall be final and conclusive as between the Employer and the Architect/Consultant and shall not be questioned either inside or outside a court, tribunal or arbitration.

Such loss or damage, if not reimbursed within the time stipulated by the Employer, shall, without prejudice to the Employer's right to recover the same in accordance with the law, be recovered by the Employer from any sums payable to the Architect/Consultant either under this contract or any other contract made between the Employer and the Architect/Consultant for any loss recoverable from the Architect/Consultant but shall not be more than 10% of the total fees payable to them under the contract.

Force Majeure: If in the opinion of the Employer, works be delayed by force majeure such as (a) war/hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural/physical disasters etc. , (d) restrictions imposed by the Government which prevents or delays the execution of the order (e) by any other reasons, a suitable extension of time will be given and no extra claim will be paid by the Employer whatsoever on account of delay or idle labor/machinery.

**10. ARBITRATION**

a. If any dispute, difference, or question shall at any time arise between the parties concerning the execution of this project or anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder, that the decisions of the Employer is final and binding, the same shall be referred to arbitration and a final decision, after giving at-least 30 days notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes, to a sole arbitrator who shall be appointed as hereinafter provided.

b. For the purpose of appointing the sole arbitrator referred to above, the Employer shall send to Architect/Consultant within 30 days of the notice of arbitration, a panel of

three names of persons who shall be presently unconnected with this organization of the Employer or the Architect/Consultant.

c. The Architect/Consultant shall, on receipt of the names as aforesaid, select any of the persons so named to be appointed as the sole arbitrator and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the Architect/Consultant fails to communicate such selections as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the Architect/Consultant.

d. If the Employer fails to send to the Architect/Consultant the panel of three names as aforesaid within the period specified, the Architect/Consultant shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the Employer fails to select the person and appoint him as the sole arbitrator within 30 days of the receipt of panel and inform the Architect/Consultant, accordingly the Architect/Consultant shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Employer.

e. If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

f. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.

g. The fee, if any, of the arbitrator shall if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the arbitrator in the award.

h. The Employer and the Architect/Consultant also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

i. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Chandigarh and Courts in Chandigarh only shall have jurisdiction to determine the same.

**11. TRANSFER OF INTEREST**

The Consultant shall not assign to transfer their interest in this agreement, without the written consent of the Employer.

**12. EXECUTION OF AGREEMENT**

This Agreement shall be executed in duplicate and the Employer shall retain the original and the Consultant shall retain the duplicate.

**13. STAMP DUTY**

The Architect/Consultant shall bear the stamp duty on the original and the duplicate of this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year herein above first mentioned.

Signed and delivered by Shri \_\_\_\_\_

For and on behalf of M/s \_\_\_\_\_

And in the presence of 1) Shri \_\_\_\_\_

2) Shri \_\_\_\_\_

Signed and delivered by Shri \_\_\_\_\_

Its duly authorized official for and on behalf of the  
National Bank for Agriculture and Rural Development

And in the presence of 1) Shri \_\_\_\_\_

2) Shri \_\_\_\_\_

## **Proforma for Electronic Payment**

Details of Bank Account to be furnished by the contractor/service provider for effecting the payment through ECS (e-payment).

Name and address of contractor/service provider with phone Nos:

<b>Sr. No.</b>	<b>Details required</b>	<b>Information furnished</b>
1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the branch	
4	Account number	
5	RTGS/NEFT/IFS code	
6	PAN No.	
7	GST No.	

**Please attach a photocopy of one cancelled check leaf of the above Bank account and the copy of PAN Card.**

### List of 23 (Twenty three) flats to be renovated

Major repair works in Phase 1				Major repair works in Phase 2			
Sr. no.	Flat No.	Category	Remarks	Sr. no.	Flat No.	Category	Remarks
1	5121/2	I	-	1	5132/3	I	-
2	5417/G	I	VOF*	2	5138/3	I	-
3	5418/3	I	VOF*	3	5153/2	I	-
4	5423/2	I	-	4	5182/2	I	-
5	5425/3	I	-	5	5420/G	I	VOF*
6	5426/3	I	-	6	5463/G	II	-
7	5475/G	II	-	7	5466/G	II	Community Hall#
8	5499/2	II	-	8	5483/3	II	-
9	5526/1	II	-	9	5487/2	II	-
10	5010/1	III	-	10	5511/3	II	-
11	5025/3	III	-	11	5525/1	II	-
Total: 11 flats				12	5528/3	II	-
				Total: 12 flats			
<b>Total: 23 (twenty-three) flats</b>							

(\*) – Visiting Officer’s Flats (Furnishing works also to be done)

(#) – Community hall - Including installation of GYM facility

## **PART – 2 : Price Bid**



**Tender for Appointment of Architect from Empanelled Architects for Major repair works of 23 Officers' Flat located in MHC, Mani Majra**

<b>Sl. No</b>	<b>Description</b>	<b>Estimated cost of work (Rs.)</b>	<b>Quote in % of estimated cost (excluding GST)</b>	<b>Remarks</b>
1	Comprehensive Consultancy Services for the proposed work as well as supervision works as per the scope of work mentioned in the Tender	<b>2,69,00,000.00</b>		The percentage will be calculated on the actual cost of the works done.

**Quote in words:**

**Note:**

1. Price Bids shall not contain any conditions whatsoever. Conditional bids shall be rejected out rightly.
2. Statutory deductions as per prevailing rules will be deducted from the payment.

Accepted all Terms & Conditions

AUTHORIZED SIGNATORY

Date:

Place:

SEAL