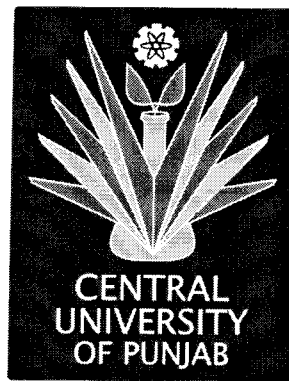


CENTRAL UNIVERSITY OF PUNJAB

Established vide Act No. 25 (2009) of Parliament

Tender No.: P-18(2017-18)



Tender Notice for Purchase of Water Activity Meter

(Two Bid System)

Release Date : September 29, 2017

Last Date : October 23, 2017; 1:00PM

City Campus, Mansa Road, Bathinda- 151001,
E-mail: registrar@cup.ac.in, Tel: 0164-2864155,



Central University of Punjab, Bathinda

Central University of Punjab invites sealed tenders from Original Equipment Manufacturers (OEM) /Authorized Dealers for supply of *Water Activity Meter*.

Tender Notice Number	:	P-18(2017-18)
Release Date of the Tender	:	September 29, 2017
Last date for the submission of Tender	:	October 23, 2017; 1:00PM
Opening date of Tender	:	October 23, 2017; 3:45P.M. (In case tender opening day declared holiday for any reason the tender will be opened on next working day at same time.)
Name and Address of the University	:	Registrar, Central University of Punjab, City Campus, Mansa Road, Bathinda – 151001, Punjab, India.
Telephone.	:	0164-2864155
E-Mail Address	:	registrar@cup.ac.in
Earnest Money Deposit (EMD)	:	Rs. 16000/- drawn in favour of “Central University of Punjab, Bathinda” .

Note: Offers without EMD shall not be entertained. The bidders registered with NSIC are exempted from submission of EMD.



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GUIDELINES FOR PREPARATION OF TENDER

1. Blank Tender Forms for the items along with details can be downloaded from www.cup.ac.in or www.cup.edu.in. The non-refundable application fee must be accompanied with tender.
2. Earnest Money Deposit (EMD) and all other necessary documents should be submitted for the equipment. The main envelop should super- scribe: ***“Tender for Water Activity Meter, Last date of submission October 23, 2017; 1:00PM”***.
3. Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid.
4. If an agent submits bid on behalf of a Principal/OEM along with the Authorization Certificate for this tender from the OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. All bids other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer, a certificate or a copy thereof to the effect that the bidder is manufacturer of the equipment must be accompanied with the technical bid prepared as per 'Annexure - J'.
5. The proposals shall be submitted in two parts, viz. **Technical bid and Financial bid** in two separate sealed envelopes (with respective marking super-scribed in bold).
6. The first envelope (envelope 1) marked **“EMD”**, if exempted, then exemption certificate in this envelope.
7. The second envelope (envelope 2) marked **“Technical bid”** should include the technical specifications. The first envelope should not contain any cost information whatsoever.
8. The third envelope (envelope 3) marked **“Financial bid”** should contain the detailed price offer in prescribed format.
9. All the three sealed envelopes containing EMD, Technical bid and financial bid should be placed in a bigger sealed cover. The top of cover must also contain Name and Address of the tenderer, telephone and other contact details for further correspondence. Financial bid and Technical compliance sheet for each instrument should be strictly as per tender format and signed on each page.
10. **Price Bid:** The price bid should be prepared as per 'Annexure - D'.
11. **Reference of supply:** Name and contact details of the premier educational Institutes where the similar equipment has been installed as per Annexure-F. If possible, copies of at least two purchase orders may be attached. Central University of Punjab, Bathinda reserves the right to inspect the equipment for its actual performance in any of the listed Institute.
12. Tenders must accompany a copy of the ***“General Financial Terms and Conditions”*** section of this document, signed and stamped on each page indicating that they agree to these.



13. The Tenders will be opened at the University campus as per given schedule. If the Tender opening day happens to be official Holiday then the tenders will be opened on the next working day, in the presence of bidders whosoever may wish to be present.
14. The tenders received late, without earnest money, without required documents or incomplete in any respect / Misleading will out rightly be rejected. Submission of documents (by facsimile, email and so on) is not acceptable.
15. If the supplier/firm is manufacturer/authorized dealer/sole distributor of any item, the certificate to this effect should be attached.
16. **Availability of Spares/Consumables:** The tenderer must give certificate duly signed and stamped by manufacturer for the availability of spares/consumables and servicing of instrument for at least 10 years. Supplier should give an undertaking that spares parts/consumables will be supplied within the specified periods as and when ordered.
17. Apart from all these terms and conditions, specific terms as specified for each instrument must also be complied.
18. The tender competing in technical evaluation will only be considered for financial evaluations. The price envelops of others will not be considered. Financial bids of only technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.
19. The financial proposal shall be opened in the presence of the tenderers or their representative who choose to attend. The prior information in this regard will be given to the qualified tenderers.
20. The printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender.
21. **Service Manual/Circuit Diagram:** It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams along-with the equipment.



GENERAL FINANCIAL TERMS AND OTHER CONDITIONS

1. **Acceptance of Terms & Conditions:** Bidders must confirm the acceptance of all the terms and conditions of this tender. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this tender enquiry may render the bids liable for rejection.
2. **Prices:** Quoted prices should be firm, inclusive of insurance and FOR Central University of Punjab (CUPB), City Campus, Mansa Road, Bathinda (Either Import or Indigenous) and complete break up of all taxes and duties payable by the university should be clearly defined otherwise it will be presumed that the rates quoted are inclusive of all these charges and nothing extra will be paid. **Special Discount/ Rebates, whichever applicable to an educational Institution, may also be specifically indicated. For Import equipment, prices must be quoted in foreign currency only.**
3. **Taxes:** All kinds of Statutory Taxes will be paid by the purchaser on the basis of supportive Documentary Evidence.
4. **Indigenous items:** The items which can/are to be provided indigenously may be listed separately and the items to be provided indigenous should be quoted in INR only.
5. **Country of Origin:** Country of origin of the quoted item should be mentioned in the offer in case of Import item.
6. **Payment will be made to the supplier through following modes.**
 - a). **Indigenous items:**
100% payment will be made through ILC/RTGS/by cheque after delivery, installation and demonstration of goods in good condition and satisfactory inspection report of the Indenter and on the submission of performance bank guarantee valid for warranty period plus AMC period + 3 months. In case of ILC, charges will be borne by the supplier and adjusted against the payment.
 - b). **Import items:**
Letter of credit/Telegraphic Transfer - 90% payment will be made through FLC/TT and balance 10% after successful installation of the equipment and submission of performance bank guarantee for 10% of order value, either by the principal company or by their Indian agent valid for warranty period + 3 months. FLC/TT charges will be borne by the Principal or their Indian agent and adjusted against the final payment.
7. **Parts of Equipment:** Where the equipment is composed of several subunits/components, the rate should be quoted for each subunit/ component. The University reserves the right to increase or decrease the number of subunits/ components and number of equipment according to its requirements. The rates in ambiguous terms will render the bids liable to rejection. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting.
8. **Validity:** Tenders should be valid for three months from the last date of its submission.
9. **Opening of Tenders:** Tenders complete in all respect will only be considered. Tenders will be opened at the University campus as per given schedule. If the Tender opening day happens to be official Holiday then the tenders will be opened on the next working day, in the presence of bidders whosoever may wish to be present.



10. **Incomplete or Misleading Tenders:** Tenders duly sealed and sent only by post/courier will be considered. Tenders received late or incomplete in any respect/ misleading without earnest money& without required documents will out rightly be rejected. No responsibility with regard to postal delays due to any reason whatsoever will be accepted.
11. **Right to reject:** The CUPB reserves right to accept/reject any or all the Tenders at any time without assigning any reason.
12. **Delivery Schedule:** Supply and installation must be in 4 weeks.
13. **Installations:** Installations and Training of the equipment under purchase will be of free of cost.
14. **Penalty for non/late delivery of material:** If the supplier fails to deliver and install the material/equipment within the stipulated delivery period of the Supply/Purchase order/contract the same is liable to pay penalty charges at 0.5% of the cost of goods/ services per week, not exceeding maximum limit of 10% of the cost of complete unit of equipment/material so delayed to installed.
15. **Custom Duty & Excise Duty Exemption:** The University being a public funded and non-commercial research institution is exempted from paying Custom Duties vide notification no. 51/96-custom and the provision of the said notification will apply. University will provide DSIR certificate, Custom Duty Exemption Certificate (CDEC), road permit and other necessary certificates. Since the University does not have any Clearing Agent, the Supplier is requested to get the consignments cleared on behalf of the University. The admissible Custom Duty will be reimbursed to the Supplier on production of documentary evidence of payment of Custom Duty. The equipment should come straight from the nearest Airport to the University and not be taken to warehouse/ Godown. In case of inspection by the Customs, legible seal of Custom Officials should be present along the tearing of consignment.
16. **Security Deposit:**
 - a. Firm/bidder/Supplier is required to submit security deposit @10% of ordered value in the shape of FDR/PBG favouring **Central University of Punjab, Bathinda** within 30 days from the date of acceptance of Purchase Order. Failure to submission of security deposit in the stipulated time will lead to forfeiture of EMD.
 - b. On faithful execution of the Supply/Work order/contract on all respects, including warranty period, the security deposit of the contractors/supplier shall be released.
 - c. In the event of default on your part in faithful execution of Supply/Work order/contract, the security deposit shall be forfeited by an order of the Registrar of the University. The forfeiture of security deposit shall be without prejudice to any other right arising or accruing to the university under relevant provisions of the Supply/Work Order/contract like penalty/damages for delay in delivery provisions under Negligence& default clause including suspension of business dealings with the university for a specific period.
17. **Warranty/ Guarantee:** Bidders are required to submit warranty/ Guarantee certificate as per given Performa at Annexure-H.
18. **Arbitration:**
 - a. If it any time any question dispute or difference what so-ever shall arise between the purchaser/University and the contractor/supplier, upon or in relation to or in connection with purchase order/contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to sole arbitration of a nominee of the purchaser/University, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian



Arbitration Act-1996(Amended up to date) and of the rules, there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/purchase order. The sole Arbitrator shall be any officer of the University who name is approved by the Vice Chancellor. It will not be objectionable if the Sole arbitrator is an officer of the university and he has expressed his views on all or any of the matter in question of dispute or difference.

b. Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount there of or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom & to whom and in what manner the same is to be borne and paid.

c. The work under the contract shall, if reasonable possible continue/during the arbitration n proceedings and no payment due or payable by the purchaser/university shall be withheld on account of such proceedings.

19. **Site Preparation:** The supplier shall inform CENTRAL UNIVERSITY OF PUNJAB, Bathinda about the site preparation along with technical bid, if any, needed for the installation, must provide complete details regarding space and all infrastructural requirements needed for the equipment, which CENTRAL UNIVERSITY OF PUNJAB, Bathinda will arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to CENTRAL UNIVERSITY OF PUNJAB, Bathinda in the preparation of the site and other pre installation requirements.

20. **Annual Maintenance Contract (AMC):** Duly signed and stamped certificate with rates of 2 years maintenance contract after expiry of warranty period should be attached with the technical bid as per Annexure-H. AMC charges will be taken into consideration for price comparison. Successful firm will be required to agree for payment of penalty for exceeding permissible time during maintenance period.

21. **Relocation and Installation in New Campus:** The equipment need to be shifted to the Main campus of CENTRAL UNIVERSITY OF PUNJAB, Bathinda. The Suppliers should ensure that they could provide all the technical support for relocation and installation of the equipment free of cost.

22. **Civil Suit Jurisdiction:** All legal proceedings in connection with this Supply/Purchase order/Contract shall be subject to the territorial jurisdiction of the local Civil Courts, as per Indian Laws, at Bathinda only.

23. **Cancellation :** The University reserves the right to cancel the Supply/purchase order as a whole or in part at any time or in the event of default on the part of the Supplier prior to the receipt of information regarding taking in hand of the manufacture of material against the Supply/Purchase order/dispatch of material to the consignee.



TECHNICAL SPECIFICATIONS OF THE EQUIPMENT

- Automatic water activity meter based on chilled mirror dew point technology
- The system should be able to measure water activity in the range of 0.030 to 1.000 aw
- Should have accuracy of ± 0.003 aw or better
- Should have water activity resolution of 0.001
- The measurement time should be ≤ 5 min
- The system should be able to maintain temperature in the range of 10 to 50 degree C or better
- Should have temperature accuracy of ± 0.2 degree C or better
- Should have temperature resolution of ± 0.01 degree C or better
- The system should be able to work under 0 to 90% RH conditions
- The system should be quoted with disposable sample cups, lids and essential standards for calibration
- The system should be quoted with all necessary accessories required to make it functional

(Following detail is required to submit by bidder about quoted item in respect to above technical specifications)

Name of the Equipment _____

Name of the Manufacturer _____

Make of the Equipment _____

Model Number _____

County of Origin _____

Place:

Signature of Authorized Person

Date:

Designation

Seal



FORMAT FOR THE SUBMISSION OF RATES – PRICE BID

(To be submitted on the letterhead of the company/firm)

Equipment Price:

Name of the Equipment _____

Name of the Manufacturer _____

Make of the Equipment _____

Model Number _____

County of Origin _____

Sl. No.	Particulars	Rate/Unit
1	Cost of the equipment (FOR Central University of Punjab, Bathinda).	
2	Percentage of Indian Agency Commission (IAC) payable to the Indian Agent, if any (In case of Import item).	
3	AMC Charges for 1 year after the expiry of warranty period.	
4	AMC Charges for 2 years after the expiry of warranty period.	

Note: a. Taxes and other levies, if any are to be clearly specified in the bid.

b. For Import equipment, prices must be quoted in foreign currency only.

This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization.

Place:**Signature of Authorized Person****Date:****Designation****Seal**

✓

FORMAT FOR NON-BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body.

Deponent

Address _____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Deponent

Dated: _____

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner.)



PROFORMA FOR USER LIST

Sl. No.	Name & full address of purchaser	Purchase Order No. & Date	No. of Units (Qty.)	Model No. with Date of Installation	Contact person with cell, phone and email id

Place:

Signature of Authorized Person

Date:

Designation

Seal



COMPLIANCE SHEET

Sl. No.	Specifications as per tender (point wise)	Compliance of the quoted model	Compliance of alternate model, if any	Remarks (Deviations)

Signature and seal of the Manufacturer/Bidder

Date: _____

Place: _____

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations"

(Furnishing of wrong statement may lead to debar from the future purchases of CENTRAL UNIVERSITY OF PUNJAB, Bathinda.)

CERTIFICATE OF WARRANTY

- a) I/We certify that the warranty shall be for a period of 36 months starting from the date of satisfactory installation, commissioning and handing over of the equipment and of the works conducted therewith covered under the supply order in working order. During the warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days at CENTRAL UNIVERSITY OF PUNJAB, Bathinda premises. The benefit of change in dates of the warranty period shall be in the interest of the University.
- b) During the warranty period, we shall provide at least 3 preventive maintenance visits.
- c) All complaints will be attended by us within 2 weeks of receipt of the complaint in our office.
- d) In case the replacement /repair of defective material is not carried out within 02 weeks of intimation of defects, then we shall pay interest @ 12 per cent per annum on the value of each complete operational unit of equipment beginning from the date of becoming defective up to date of its re-commissioning after replacement/repair.
- e) We certify that the equipment being/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of 5 years.
- f) We guarantee that in case we fail to carry out the maintenance within the stipulated period, CENTRAL UNIVERSITY OF PUNJAB, Bathinda reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest.
- g) We shall try to repair the equipment at CENTRAL UNIVERSITY OF PUNJAB, Bathinda premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at CENTRAL UNIVERSITY OF PUNJAB, Bathinda. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the CENTRAL UNIVERSITY OF PUNJAB, Bathinda after repair Any loss of equipment or its accessories under our charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to CENTRAL UNIVERSITY OF PUNJAB, Bathinda for such losses at the FOR value for the damaged/lost equipment/part, including accessories.
- h) We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of CENTRAL UNIVERSITY OF PUNJAB, Bathinda premises.
- i) In case of extended warrantee, we undertake to carry out annual calibration of the equipment.

j) We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

k) We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.

l) We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

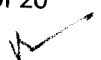
Place:

Signature of Authorized Person

Date:

Designation

Seal



ANNUAL MAINTENANCE CONTRACT

1. During the service contract period, the firm shall provide at least 3 preventive maintenance visits per year and attended to all emergent and break-down calls.
2. The service contract charges must be quoted separately for each year strictly as under and quoting of rates in ambiguous terms or in percentage terms etc. shall render the tender liable to rejection:
3. Rates:
Rate for 1st year = _____ (Rupees in words).
Rate for 2nd year = _____ (Rupees in words).
4. The service contract charges should be quoted only for services. The cost of any replacement parts/components shall be paid by the CENTRAL UNIVERSITY OF PUNJAB, BATHINDA. University will not bear any travel cost; stay of service personal. Service provider/Contractor will arrange spare parts/components and the cost of the same shall be paid by University.
5. All the complaints will be attended by the firm within a week of the dispatch of the complaint to their office. In case there is delay of more than a week in attending to a complaint then the number of days in excess of the permissible response time shall be counted and fine equivalent to double the service contract charges shall be recovered from the firm on per day basis.
6. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of Vice Chancellor, CENTRAL UNIVERSITY OF PUNJAB, Bathinda.
7. We undertake to carry out annual calibration of the equipment.
8. We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of CENTRAL UNIVERSITY OF PUNJAB, Bathinda premises.
9. The replaced parts shall remain the property of the CENTRAL UNIVERSITY OF PUNJAB, Bathinda.
10. All service contract charges will be invoiced twice in each year. The payment of the invoice will be made afterwards.
11. No price revisions will be accepted by the CENTRAL UNIVERSITY OF PUNJAB, Bathinda during the entire tenure of the service contract agreement.

Place:

Signature of Authorized Person

Date:

Designation

Seal



FORMAT FOR MANUFACTURER'S AUTHORISATION CERTIFICATE

To,
The Registrar
Central University of Punjab,
City Campus, Mansa Road, Bathinda

Sub: Tender for “_____”.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory/office at _____, hereby authorize M/s _____ [name & address of agents/distributors] to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender/Agreement negotiated by M/s _____, jointly and severely. No company or firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the order in regard to this business against this specific tender as for all business in the entire territory of India.

An agency commission of ____% included in the FOR price is payable to M/s _____. We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

1. _____
2. _____

*specify in detail manufacturer's responsibilities+ the services to be rendered by M/s _____ are as under:

- i) _____
- ii) _____

[Specify the services to be rendered by the agent/distributor] In case duties of the agent/distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,
[Name & Signature]

For and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

APPLICATION FORM

To be Filled Completely and Signed

1. Contact details of the head office of proposing firm:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

2. Name and full address of local office of proposing firm nearest to Bathinda:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

3. Name and full address of manufacturer:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

4. Name of advising bank and account number:

5. SWIFT Code:

6. PAN, GST and TAN Number:

7. Manufacturing type (tick mark):
 - i. Import
 - ii. Indigenous
 - iii. Both

8. Country(s) of origin:

9. Any other relevant information:

DECLARATION BY SUPPLIER

“It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the bids are truthful and binding on the firm.”

Place:

Signature of Authorized Person

Date:

Designation

Seal



CHECK LIST

(TO BE FILLED COMPLETELY & PLACED IN ENVELOPE-I)

Sr. No.	Points to be verified	Yes/ No
1	Duly filled and signed Annexures A to L attached.	
2	EMD (NSIC Certificate attached, if exempted).	
3	Photocopy of PAN, GST and TAN card.	
4	Copy of income tax return certificate.	
5	Spare part availability certificate.	
6	Certificate indicating country of manufacture.	
7	Sales tax registration certificate.	
8	Site Preparation (Pre installation requirements) List	
9	Copy of "General Terms and Conditions" signed and stamped on each page.	
10	Affidavit duly attested by the Oath Commissioner/Executive Magistrate regarding non-black listing of supplier attached.	
11	In case of authorized agent/distributor whether certificate/authorization letter for the same issued by the manufacturer attached.	
12	Whether catalog of the equipment attached?	
13	In case of foreign suppliers quoting directly, whether, the name of Indian agent mentioned?	

Place:**Signature of Authorized Person****Date:****Designation****Seal**