

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE FINANCIAL YEAR 2019-2020

Tender Reference NO.SHC/Budget/Tender-2019-2020/VIII

Dated: 16-05-2020

Supply & Installation of Ten (10) Multi Touch e-Kiosk Machines to facilitate the litigant publics & lawyers to access the features of SHC Software (Case Flow Management System) in the Court Premises at Karachi, Hyderabad, Sukkur and Larkana.

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number	
GST Number	
Official Whatapp No	
Official E-mail Id	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	

Tender Reference No. _____

Dated _____

To,

**The Learned Registrar,
Sindh High Court,
Karachi.**

Respected Sir,

We, the undersigned, offer to provide our services for “**Supply & Installation of Ten (10) Multi Touch e-Kiosk Machines to facilitate the litigant publics & lawyers to access the features of SHC Software (Case Flow Management System) in the Court Premises at Karachi, Hyderabad, Sukkur and Larkana.**”, as a Bid, sealed in an envelope. Mr. _____ holding CNIC No. _____ has been authorized to attend the Bid Meetings on behalf of our organization.

We understand that Sindh High Court is not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of Purchase Committee shall be final and cannot be challenged on any ground at any forum and the Purchase Committee will not be liable for any loss or damage to any party acting in reliance thereon.

Sincerely,

Name:

Designation:

Name of Company

Dated:

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1. Scope of Work:

Dear Tenderer:

SHC is looking for the supply and installation of 10 nos of Multi Touch Kiosk Machines to facilitate the litigant public & lawyers to access the features of SHC-Software CFMS (Case Flow Management System) in the Court premises. The Bidder shall be responsible to install, test & commission multi touch Kiosk Machines at High Court of Sindh Karachi, Hyderabad, Sukkur and Larkana.

Description	Date & time of Submission of Bids	Date & time of Opening of Bids
Supply & Installation of Ten (10) Multi Touch e-Kiosk Machines to facilitate the litigant publics & lawyers to access the features of SHC Software (Case Flow Management System) in the Court Premises at Karachi, Hyderabad, Sukkur and Larkana.	On or before 8 th June, 2020 at 10:30 a.m.	8 th June, 2020 at 11:00 a.m.

2. Principles of Procurement:

Sindh High Court ensures that procurements are conducted in a *fair and transparent manner* and the object of procurement brings value for money to this Court. Hence, bidders are directed to provide soft copies of scanned tender documents, tax registration certificates, purchase orders, bank maintenance certificate, financial statements and undertaking. All such documents should be in separate pdf file. Bidders are advised to report the corruption matters directly to Registrar, High Court of Sindh, Karachi (registrar@sindhhighcourt.gov.pk), if they are asked to give gifts/ bribe/ cash/ etc. for receiving cheques/award of tender etc.

3. Clarification and Modification of Bidding Documents:

Bidding Document has been prepared by Procurement Committee as per rules. Clarifications (if any) for contents of bidding documents etc. may be sent to the Procurement Committee through Registrar, High Court in writing, at least five calendar days prior to the date of opening of bid. Clarification in response to a query shall be uploaded on the official website of Sindh High Court. All bidders are advised to visit the website of Sindh High Court for keeping them updated.

It is stated that contents of bidding documents have been carefully read & understood. All queries have been properly answered by the concerned Officers of Sindh High Court well before in time. We do not have any objections on the contents of the bidding documents.

Name:	
Designation:	
Signature & stamp	

4. Objection(s) on Bid Evaluation Reports:

Bid Receiving Time Sheet, Bid Attendance Sheet, Eligibility Criteria Report, Technical Bid Evaluation Report and Financial Bid Evaluation Report shall be uploaded on the official website of High Court of Sindh. Objection(s) if any should be submitted within THREE (03) calendar days of uploading of reports. Thereafter, no objection shall be entertained.

It is undertaken that it is our responsibility to download the above mentioned bid reports from the official website of Sindh High Court. It is also undertaken that objection (s) if any will be submitted within THREE (03) calendar days of uploading of reports and we will not submit any objection after the lapse of time.

Name	
Designation	
Cell Number	
Signature & stamp	

5. Preliminary Examination of Bids:

Procurement Committee shall examine the bids to confirm that all required documents (soft & hard copies) and specifications/ technical documentation requested in bidding documents have been provided, and to determine the completeness of each document submitted. If any of the required documents or information is missing, the bid shall be rejected. Further, Sindh High Court shall examine the Bid to confirm that all terms and conditions specified in the bidding documents have been accepted by the Bidder without any material deviation or reservation.

6. Financial Evaluation of Eligibility Qualified Bid(s):

Financial Evaluation of technically qualified Bid (s) shall be done on the basis of unit price without GST. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest technically bidder (s) subject to fulfillment of all the terms & conditions of bidding documents and specifications/ requirements of Sindh High Court as mentioned in bidding documents.

7. Mandatory Qualification/ Eligibility Criteria:

S.No	Eligibility Criteria	Flag
1	Complete filled, signed & stamped Tender Document	Flag-A
2	Profile of company/ firm	Flag-B
3	Relevant Tax Registration Certificates	Flag-C
4	The bidder should have been in the business of supply, operation & maintenance of Multi Touch Kiosk Machines during the last 3 financial years (or) should have installed at least 50 Nos. of said machines during the last 3 financial years. Necessary proof for the above shall be enclosed.	Flag-D
5	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization. (As per format given in tender document)	Flag-E
6	Average Financial turnover/ Sales Revenue of at least Rs. 5 million per annum during the last three years. (copies of authenticated financial statements are required)	Flag-F
7	Bank Maintenance Certificate	Flag-G

All documents must be placed in the sequence and flagged as mentioned above.

It is undertaken that I have provided soft and hard copies of the above mentioned documents which are required for assessing the eligibility criteria. All the documents have been placed in sequence and flagged as mentioned above. It is understood that Sindh High Court reserves the right to reject our bid/ disqualify us in case of non-availability/proper flagging of the above mentioned documents and decision of Sindh High Court shall be final.

Name:	
Designation:	
Signature & stamp	

7.1. Details of Purchase Orders of Multi Touch Kiosk Machines

(Please use extra sheet if so required)

S.No	Purchase Order issued by (Name of Organization)	Purchase Order No	Date of Purchase Order	Name & Contact Number for Verification of PO
2017				
1			____ - ____ -2017	
2			____ - ____ -2017	
			____ - ____ -2017	
			____ - ____ -2017	
2018				
3			____ - ____ -2018	
4			____ - ____ -2018	
			____ - ____ -2018	
			____ - ____ -2018	

7.2. Details of Financial Turnover during the last three (03) years

S.No	Financial Year	Turnover/sales revenue (Rs.) in figure	Turnover/sales (Rs.) in words
1	2017		
2	2018		
3	2019		

7.3. Details of Official Bank Account of Bidder

Name of Bank	
Branch Code	
Address of Bank	
Bank Account Number	
Available Balance Rs.	

7.4. Details of Dealership Certificate

Date of issuance of Dealership Certificate	
Date of expiry of Dealership Certificate	
Dealership Certificate Number	
Dealership Certificate issued by	

7.5. Details of Main Clients of Firms

S. No.	Name of Client	Name of Focal Person	Contact Number
1			
2			
3			

7.6. Details of Technical Team of Bidder

S. No.	Name of Staff	Designation	Contact Number/ email address
1			
2			
3			
4			
5			

8. Desired Specifications & Technical Proposal:

21” PCAP Multi Touch Kiosk Machine

10 Precise touch points simultaneously,

Landscape or portrait Orientation

Input method Finger (10 Fingers)

Landscape or Portrait Orientation

Object Recognition (Palm, Fist etc.)

One time calibration. Friendly Interface

Compatible with Genuine Windows 7/8/10, Mac OS c, Linux*

Resolution: 1920x1080p, Contrast Ratio: 4000:1

Brightness: 360 cd/m², Aspect Ratio: 16:9

Core i3 Digital Signage Media Player

Processor:	Intel Core i3 Processor
GPU:	Intel ® HD Graphics
Memory:	4GB Dual-Channel RAM
Storage	500 GB HDD mSATA
Input Ports:	4 x USB
Output Ports:	1 x HDMI, 1 x VGA, 1 x Audio
Connectivity:	LAN, Wi-Fi, Bluetooth
Size(In MM):	115 x 111 x 48.7
Operating Temperature:	0° C to 40° C
Operating System:	Windows 7/8/10 License Standard

Full Customization Option

Locally fabricated body with multiple customization option in Color.

Preference of body is Stainless Steel OR M/s Steel

8.1. Bill of Quantity

S.No.	Location	Quantity
1	Karachi	04
2	Hyderabad	02
3	Sukkur	02
4	Larkana	02
	Total	10

9. Sample of Financial Proposal (to be submitted on official letter head):

Make & Model	Unit Price without GST Rs. (in figures)	Unit Price without GST Rs. (in words)
Please do not write anything here	Please do not write anything here	Please do not write anything here

- Prices should be quoted in Pakistani rupees.
- No Price Adjustment can be considered due to fluctuation in dollar.
- No extra charges shall be paid for transportation, installation , testing, commissioning etc. Hence, unit price of machine should be inclusive of all charges without GST.
- All Government taxes shall be applicable as per rules.
- Bidder shall be bound to submit all required documents along with bill in the budget branch of this Court.
- Sindh High Court believes in honesty, integrity and transparency in procurement. Bidders are advised to report the corruption matters directly to Registrar, High Court of Sindh, Karachi (registrar@sindhhighcourt.gov.pk), if they are asked to give gifts/ bribe/ cash/ etc for receiving cheques/award of tender etc.

Name	
Designation	
Cell Number	
Signature & stamp	

9.1. Sample of Calculation of Bid Security (along with financial proposal)

1. **Bid Security of 1% of total quoted amount** will be deposited along with Tender Document in shape of BID SECURITY FORM/ PAY ORDER/ BANK DRAFT as reflected in tender notice.
2. Bid Security should favour Registrar, High Court of Sindh, Karachi.

Make & Model of Quoted Item	Unit without Rs.	Price GST	Quantity	Amount without GST Rs.
Please do not write anything here	Please do not write anything here	do not write anything here	10	Please do not write anything here
Total Amount (without GST)			Please do not write anything here	
1% of Total Amount			Please do not write anything here	
Pay Order Number			Please do not write anything here	
Pay Order Issuance Date			Please do not write anything here	
Name of Banker			Please do not write anything here	
Amount of Pay Order			Please do not write anything here	
Period of Validity			Please do not write anything here	

10. Terms & Conditions:

1. **Bidding Method:** **Single Stage-Two Envelopes** method will be adopted for bidding process. Bidders are required to submit separate technical & financial proposal.
2. **Qualification/ Eligibility:** Bidders are bound to submit soft and hard copies of all documents as mentioned in Eligibility Criteria Section, in order to establish their eligibility to participate in bid. In case of non-availability/ non-flagging of either, soft or hard copy, bidder may be disqualified.
3. **Release of Bid Security:** The bid security of unsuccessful bidder will be released by SHC after award of work or after expiry of bid validity period as per rules.
4. **Late Bids:** Sindh High Court shall not consider any bid that arrives after the deadline for submission of bids, as reflected in NIT. Any bid received after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
5. **Responsive Bids:** A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. Non-responsive Bids shall not be considered. Bidders are advised in their own interest to prepare their bids as per format, requirements, terms & conditions, mentioned in bid documents. Bidders are also advised to submit soft and hard copies of all required documents along with their bids.
6. **Award of Contract:** Sindh High Court may award the Contract to the **technically qualified Bidder** whose offer has been determined to be the lowest bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
7. **Notification/ Purchase Order for Award of Contract:** Prior to the expiration of the period of bid validity, Sindh High Court will notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal Contract is prepared and executed, the purchase order/ notification of award shall constitute a binding Contract.
8. **Performance Security:** The bid security of successful bidder will be released by Sindh High Court after submission of Performance Security equal to **5% of total cost of contract**.
9. **Release of Performance Security:** Performance Security shall be released after successful delivery of goods and issuance of satisfactory certificate from the concerned department.
10. **Validity Period:** The procurement contract will be awarded within bid **validity period i.e. 90 days** as per Rules.
11. **Receiving/Acceptance of Purchase Order:** The vendor will sign the copy of the Purchase Order as acknowledgement. Copy of Purchase Order along with relevant documents must be submitted along with bill.
12. **Delivery Mechanism:** Successful bidder shall deliver the goods within **thirty (30) calendar days** of issuance of Purchase Order. Request for extension in delivery date may be considered subject to approval of the competent Authority. However, in case of rejection of request, bidder shall be bound to deliver goods within 30 calendar days.
13. **Delayed Delivery:** 1% penalty of the total amount will be imposed per week for which the company/firm/agency failed to deliver within the delivery/execution period or the request for extension in delivery time declined by SHC.

14. **Transportation:** Goods will be delivered in the relevant station and no extra charges shall be paid for transportation of goods.
15. **Inspection:** Physical inspection will be carried out by the concerned staff members of I.T Branch. Ordered material is subject to final inspection at the time of delivery.
16. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
17. **Payment Term:** Payment shall not be made in advance before making delivery.
18. **Condition of Goods:** All items must meet in all respects with the specifications & conditions of the Order and must be in good condition & conform to the best industrial quality standards; otherwise they will be liable to be rejected as per rules.
19. **Rejection of Goods:** We reserve the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
20. **Disclosure of Confidential Script/Material:** All rights reserve with the SHC and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.
21. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
22. **Mistakes in Calculation:** The contractor/ supplier will be liable for any mistakes in calculation of price/ rate and amount and shall be liable to suffer the loss arises at any stage of contract, due to mistakes in calculation or tax rates.
23. **Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per rules. Bidder should keep them updated regarding taxation issues in consultation with the relevant tax regulatory authorities.
24. **Stamp Duty:** Stamp duty will be levied as per rules.
25. **Alternative Bids:** Alternative bids shall not be considered.
26. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and Sindh High Court shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
27. **Rights of Sindh High Court:** Sindh High Court reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
28. **Interest on Late Payments:** No interest shall be paid on late payment if cheque is received late from the concerned office. However, every effort shall be made for timely payments to successful bidders.
29. **Insurance:** The goods supplied under that contract should be fully insured. All cost of insurance shall be paid by the successful bidder. If the goods are not insured then risk if any shall be suffered by the successful bidder.
30. **Warrants:** Supplier must warrants that goods supplied would be new, unused and as per best industrial standards.
31. **Termination of Contract:** SHC may terminate the contract, if the successful bidder fails to supply all or parts of goods within definite time or fails to perform any other obligations of contract or bidder has failed to submit performance security or bidder has involved in fraud/ corruption.

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

Name:	
Designation:	
Signature & stamp	
Cell No	

11. Stages of Tender Process

1. Publication of Tender Notice.
2. Uploading of Tender Documents on the official website of Sindh High Court.
3. Submission of queries regarding tender document/ process within prescribed time limit.
4. Uploading of replies of queries raised by bidders on the official website of Sindh High Court.
5. Submission of Tender within prescribed time limit.
6. Attending Tender Meeting.
7. Evaluation of Eligibility Criteria and Technical Specifications.
8. Issuance of Preliminary Bid Evaluation Reports
9. Submission of objection (s) if any within 3 calendar days of uploading of reports.
10. Re-scrutinize tender documents/ specifications in the light of objections received if any.
11. Issuance of Final Bid Evaluation Report.
12. Lodging Complaint to Complaint Redressal Committee, if not satisfied with Final Bid Evaluation Report as per rules.
13. Meeting/ decision of Complaint Redressal Committee as per rules.
14. Opening of Financial Proposals in the presence of qualified bidders.
15. Issuance of Financial Bid Evaluation Report.
16. Award of Tender.
17. Issuance of Purchase Order/ Work Order.
18. Release of Bid Securities of unsuccessful bidders.
19. Contract Management.
20. Contract Performance.
21. Ending & Closing.

12. Format of Undertaking (to be submitted on stamp paper):

We, _____ located at _____ do hereby undertake/ declare on Oath at under:-

1. That we are not black listed from any government/ semi government/ autonomous/ private or any other national or international organization since the date of operation.
2. That we are not defaulter with any bank or financial institution.
3. That we have not provided any false/ misleading information to High Court of Sindh.
4. That we will provide all required documents in both hard and soft form as per flagging mentioned in tender documents.
5. That we will submit objection (s) if any within 3 calendar days of uploading of report and as per mechanism mentioned in tender document.
6. That we will follow the tender process and all the terms and conditions mentioned in tender documents in its letter & spirit.
7. That we will be bound to download Bid Evaluation Reports from the Official Website of Sindh High Court.
8. That our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.
9. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh.
10. It is undertaken to indemnify Sindh High Court for any loss or damage incurred due to corrupt business practices of our organization (if any) and if the same is proved then we will pay compensation to High Court of Sindh an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by our organization (if any) for the purpose of obtaining or inducing the procurement of any contract.

Name of Deponent:	
Designation:	
Signature & stamp	
Date	

13. INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [*Name of Contractor*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative department or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [*name of Contractor*] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[*name of Contractor*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*Name of Contractor*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [*name of Contractor*] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [*name of Contractor*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Procuring Agency:

Name of Contractor:

Signature:

Signature:

.....

[Seal]

[Seal]

THE END

11. Format of Undertaking (to be submitted on stamp paper):

We, _____ located at _____ do hereby declare on Oath at under:-

11. That we are not black listed from any government/ semi government/ autonomous/ private or any other national or international organization since the date of operation.
12. That there is no outstanding dispute between our company and any other organization.
13. That we are not defaulter with any bank or financial institution.
14. That we have not provided any false/ misleading information to High Court of Sindh.
15. It is undertaken that our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.
16. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh.
17. It is undertaken to indemnify Sindh High Court for any loss or damage incurred due to corrupt business practices of our organization (if any) and if the same is proved then we will pay compensation to High Court of Sindh an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by our organization (if any) for the purpose of obtaining or inducing the procurement of any contract.

Name of Deponent:	
Designation:	
Signature & stamp	
Date	

12. INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [*Name of Contractor*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative department or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [*name of Contractor*] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[*name of Contractor*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*Name of Contractor*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [*name of Contractor*] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [*name of Contractor*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Procuring Agency:

Name of Contractor:

Signature:

Signature:

.....
[Seal]

[Seal]