Government of Odisha

Higher Education Department

No. PT1-HE-OE-MISC-0056-2016 6359 /II.E., Dated the 10th February 2020.

Tender Notice for award of contract for providing of Services of Manpower for a period of twelve Months w.e.f 01.04.2020 to 31.03.2021.

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of manpower for a period of one year w.e.f 01.04.2020 to 31.03.2021 through a suitable placement agency on contract basis for day to day official work.

The detailed information for outsourcing the services of manpower has been given in Tender Document which may either be downloaded from the website i.e. www.dheodisha.gov.in or obtained in person from Under secretary (O.E), Higher Education Department, Odisha, Lok Seva Bhawan, Bhubaneswar-751001 on any working day between 11.00 AM to 04:00 PM from 12.02.2020 to 10.03.2020. The last date and time for submission of Tender document is 11.03.2020 by 02:00 PM.

Interested bidders are required to submit their tender document separately as follows for each category:-

Category-I: IT Executive / Data Entry Operators

Category-II: Driver / Peon/ Choukidar

The tender paper received after the due date and time as mentioned in tender document shall not be entertained in any circumstances.

Under Secretary to Government

Memo No. 6360 /HE, dated the 10th February 2020.

Copy forwarded to the Head of the portal Group, IT Centre for information & necessary action. They are requested to publish this notice in the website of Department of Higher Education.

Under Secretary to Government

Memo No. 6361 /HE, dated the 10th February 2020 -

Copy forwarded to the Director, Information & Public Relation Department for information and necessary action. They are requested to publish this notice in the two Odia daily and one local English daily News Paper before 12.02.2020.

Under Secretary to Government

Memo No. 6362 /HE, dated the 10th February 2020.

Copy forwarded to the ACP, Odisha Secretariat, Secretariat Security for information and necessary action.

Under Secretary to Government

Memo No. 6363 /HE, dated the 10th February 2020

Copy forwarded to All Departments with a request to display this Notice on their Notice Board for publicity.

Under Secretary to Government

Memo No. 6951 14.E., Date the 12th Feb 2000.

Copy forward to 17 Semin, Higher Education

Department for M formation and necessary action. They

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Copper Secretary to Severament

Government of Odisha

Higher Education Department

TENDER DOCUMENT

For providing Services of Manpower to the Higher Education Department by a Manpower Service Provider

- A. Period of Issue of Tender Document: 12.02.2020 to 11.03.2020
- B. Date & Time for Submission of Tender: Upto 11.03.2020 02:00 PM
- C. Date and time for opening of -
- 1. Technical Bids

: 11.03.2020 - 03.30 PM

- II. Financial Bids of eligible Bidders: 11.03.2020 05:00 PM
- (d) Likely date for commencement of: 01.04.2020 to 31.03.2021

deployment of required manpower

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- 1. The Higher Education Department, Lok Seva Bhawan, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of manpower on contract basis for day to day official work.
- 2. The initial Contract for providing the aforesaid manpower is likely to commence from 01.04.2020 and would continue till 31.03.2021. The period of the contract may be further extended beyond 31.03.2021 provided the requirement of the Department for manpower persists at that time or may be curtailed/terminated before 31.03.2021 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the Departments requirements. The Department, however, reserve right to terminate this initial contract at any time after giving one weeks notice to the selected Service provider.
- 3. The Higher Education Department has tentative requirement of manpower as stated below. The requirements may increase/decrease in any / all categories.

Category-I			Category-II			
1.	IT Executive	01	1.	Driver	02	
2.	Data Entry Operators	46	2.	Peon	22	
			3.	Choukidar	02	



- 4. The interested Manpower Service Providers may submit the tender document complete in all respects along with earnest Money Deposit (EMD) of Rs. 1,45,000/- only for Category-I and Rs. 48,000/- only for Category-II and other requisite documents by 11.03.2020 upto 02:00 PM at Higher Education Department, Lok Seva Bhawan, Bhubaneswar-751001.
- 4. The Tender has been invited under two bid system i.e Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical Bid for providing manpower Services to Higher Education Department" and "Financial Bid for Providing Manpower Services to Higher Education Department". Both sealed envelopes should be kept in a third sealed envelope super scribe "Tender for providing Manpower Services to Higher Education Department".
- 6. The Earnest Money Deposit (EMD) of Rs. 1,45,000/- (Rupees One Lakh forty five thousand) only for Category-I and Rs.48,000/- (Rupees Forty eight thousand) only for Category-II, refundable (without interest), should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand draft / Pay Order drawn in favour of the Under Secretary, Higher Education Department, Lok Seva Bhawan, Bhubaneswar-751001 failing which the tender shall be rejected summarily.
- 7. The successful tenderer will have to deposit a performance Security Deposit of Rs. 5,00,000/- (Rupees Five lakh) only for Category-I and Rs. 1,90,000/- (Rupees One Lakh Ninety thousand) only for Category-II in the form of bank Guarantee from any Nationalised Bank drawn in favour of Under Secretary, Higher Education Department, Lok Seva Bhawan, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the bank Guarantee will have to be accordingly renewed by the successful tenderer.

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- 8. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by group- "A" Gazetted Officers of the State Governments/central Government), along with the Technical Bid, Failing which their bids shall be summarily / out right rejected and will not be considered any further:
- a. Registration certificate of the applicant organisation;
- b. Copy of PAN/GIR Card;
- c. Copy of the IT return filed for the last three financial year;
- d. Copies of EPF and ESI certificates;
- e. Copy of the service tax registration certificate;
- f. Certified extracts of the bank account containing transactions during last three years.
- 9. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 10. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. No overwriting or cutting is permitted in the financial Bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical bid Application must be initiated by the person authorised to sign the tender Bids.
- 11. The Technical bids shall be opened on the scheduled date and time at 04:00 PM on 11.03.2020, in the Conference Hall of Higher Education Department, Lok Seva Bhawan, Bhubaneswar, in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
- 12. The Financial Bid of only those tenders will be opened whose Technical Bids are found in order. The Financial bids shall be opened at 05:00 PM on 11.03.2020 in the Conference Hall of Higher Education Department, Lok Seva Bhawan, Bhubaneswar, in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
- 13. The Competent Authority of the Higher Education Department reserves the right to cancel all bids without assigning any reason.

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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

- 1. The tendering manpower service provider should fulfil the following technical specifications:
- a. The registered office or one of the branch offices of the Manpower service provider should be located within the jurisdiction of the Bhubaneswar.
- b. They should be registered with the appropriate registration authority;
- c. They should have at least two/three years experience in providing manpower to Government Departments, Public Sector Companies/Bank etc;
- d. They should have their own Bank Account;
- e. They should be registered with Income Tax and Service Tax Department;
- f. They should be registered with appropriate authorities under Employees provident fund and employees State insurance Acts.
- g. They should have registered with the appropriate Authority of Government of Odisha for providing Manpower Services.
- h. The minimum turn-over of Service providing Agency shall be Rs. 05 Crore or above per annum.



TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

BY THE SUCESSFUL MANPOWER SERVICE PROVIDER IN THE HIGHER EDUCATION DEPARTMENT, LOK SEVA BHAWAN, BHUBANESWAR.

- 1. She/he should be above 18 years of age and not exceeding 55 years and should have good healthy condition.
- 2. The Manpower deployed should be educated and well behaved and should not have criminal antecedent.
- 3. Qualification as mentioned below

l. Category-I

Sl. No.	Category of Personnel	Educational qualification	
1.	IT Executive	Master in Compute Application	
2.	Data Entry Operators	Graduate in any stream with DCA / PGDCA	

II. Category-II

SI. No.	Category of Personnel	Educational qualification		
1.	Drivers	Having valid motor vehicle driving license		
2.	Peon	10 th Pass		
3.	Choukidar	7th Pass		

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APPLICATION-TECHNICAL BID

For providing Manpower services to Higher Education Department

1. Name of tendering Manpower service Provider:
2. Details of Earnest Money deposit: DD No
Bank
3. Name of Proprietor/ Partner/Director:
4. Full Address of Registered Office
Telephone No
Fax No
E-mail Address
5. Full Address of Operational / Branch Office
•
Telephone No
Fax No.
E-Mail address
6. Name & Telephone no. of authorized Officer / person to liaise with field officer (s)
7. Banker of the Manpower service Provider (Attach certified copy of statement of a/c for the last five years)
Telephone Number of Banker.
8. PAN/GIR No.
(Attach attested copy)



9. Service Tax Registration No.

(Attach attested copy)

10. E.P.F Registration No.

(Attach attested copy)

11. E.P.F Registration No.

(Attach attested copy)

12. Financial turnover of the tendering Manpower service Provider for the last 5 financial years.

Financial year	Amount (Rs. Lacs)	Remarks, if any
2015-16		
2016-17		
2017-18		
2018-19		
2019-20		

13. Additional information, if any:

(Attach separate sheet, if space provided is insufficient)

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14. Give details of major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

(If space provided is in sufficient, a separate sheet may be attached)

Sl. No.	Name of client, address, Telephone & Fax no.	Provided		Amount of Contract (Rs. Lacs)	Duration	of Contract	
	·	Type Manpower provided	of	No.		From	То

15. Additional information, if any (Attach separate sheet, if required)

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Signature of authorized person

Name:

Place

Seal:



DECLARATION

1.	
	son/daughter/wife of shriproprietor/Director/authorized signatory of the service provider, mentioned above, am competent to sign this declaration and execute this tender document;
2.	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3.	The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities prosecution under appropriate law.
D	eate: Signature of authorized person
	Name:
P	lace Seal:



APPLICATION-FINANCIAL BID

For providing Manpower assistance to Higher Education Department

- 1. Name of tendering Manpower Service Provider;
- 2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.;

CATEGORY-I

Sl. No.	Manpower Type	Monthly Rate per Person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service Charge	Service Tax	Total Per person
1.	IT Executive							
2.	Data Entry Operators							

CATEGORY-II

Sl. No.	Manpower Type	Monthly Rate per Person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service Charge	Service Tax	Total Per person
1.	Driver				any			
2.	Peon					 		
3.	Choukidar							

^{*}Minimum take home remuneration per person should be Rs. 10,000/- for IT Executive, Rs. 8880/- for DEO/Driver and Rs. 8070/- for Peon/Choukidar (excluding service taxes).

The bidder shall take into account the expenses to be incurred the statutory bid) Income Tax, TDS @ 2% from gross bill etc.).

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Signature of authorized person

Name:

Place

Seal:

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Notes:

- 1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering in to the contract.
- 2. The payment shall be made on conclusion of the calendar Month only on the basis of number of working days for which duty has been performed by each manpower.

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Terms & Conditions

- 1. The Agreement shall commerce from 01.04.2020 and shall continue till 31.03.2021 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, break of contract etc. or change in requirements.
- 2. The Agreement shall automatically expire on 31.03.2021 (AN) unless extended further by the mutual consent of Manpower Service Provider and the Authority.
- 3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
- 4. The Manpower Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- 5. The Department, at present has tentative requirement of 01 nos. of IT Executive, 46 nos. of Data Entry Operators, 02 nos. of Drivers, 22 nos. of Peon and 02 nos. of Choukidar. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
- 6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
- 8. The persons deployed shall be required to report for work at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 PM and may also require to work beyond 5.30 PM for which he

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would not be paid extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

- 9. The person deployed may be called on holidays to attend duty.
- 10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
- 11. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
- 12. For all intents and purpose, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of Manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
- 13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievance of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department of Office concerned and an Authorised representative of the Manpower Service Provider.
- 14. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties or for payment towards any compensation.
- 15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular /

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- confirmed employees during the currency or after expiry of the Agreement.
- 16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
- 18. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Cooperation etc.—and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970, if any, at his own part and cost.*
- 19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

Legal

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the

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- applicable laws besides, action for breach of contract.
- 23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
- 24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
- 25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 26. The Tax deduction at source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
- 27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- 28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment or remuneration of employed persons and non-payment of statutory dues. The Department or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department of office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security deposit.

FINANCIAL

- 29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of (Rupees 2% of the contact value) in the form of demand Draft / Pay Order drawn in favour of Under Secretary (O.E), Higher Education Department, Lokseva Bhawan, Bhubaneswar failing which the tender shall be rejected out rightly.
- 30. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second Competitive Stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from data of placing the order the EMD shall stand forfeited without giving any further notice.
- 31. The successful tenderer will have to deposit a security amount of Rs. 5,00,000/- (Rupees Five lakh) for category-I and Rs.1,90,000/- (Rupees One Lakh Ninety thousand) for category-II in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Under Secretary (O.E), Higher Education Department, Lokseva Bhawan, Bhubaneswar covering the paid of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
- 32. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- 33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet fully verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 34. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
- 35. The amount of penalty calculated @ Rs.100 per day on amount of delay, if any, providing a suitable substitute for the period beyond three working days by the

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- Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
- 36. The Authority reserves the right to withdrawn or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 39. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

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DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

- 1. Application- Technical Bid;
- 2. Attested copy of registration of agency;
- 3. Certified copy of the statement of bank account of agency for the last five years;
- 4. Attested copy of PAN / GIR Card;
- 5. Attested copy of the latest IT return filed by agency;
- 6. Attested copy of service Tax registration certificate;
- 7. Attested copy of the P.F., registration letter / certificate;
- 8. Attested copy of the E.S.I registration letter / certificate;
- 9. Certified documents in support of the Financial turnover of the agency;
- 10. Certified documents in support of entries in column 13 of technical Bid application.
- 11. Copy of the terms and conditions at pages...... in Tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

DOCUMENTS TO BE SUBMITTED BY THE SUCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

- 1. List of manpower shortlisted by agency for deployment in Higher Education department, containing full details i.e date of birth, marital status, address, educational qualification etc.
- 2. Bio-data of all persons.
- 3. Any other document considered relevant.

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AGREEMENT

authority	which 6	expression s rs or assigned	hall, v	vhere the	context	so requir	ter referred es or admits	s, also
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		"Manpower ement witnes			r".			
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4. That in the event of any dispute that Terms and Conditions of the contract.	may arise it shall be settled as per the	.
5. That this agreement is valid upto	<u> </u>	4
	s have caused their respective common e unto set their respective hands and seals	, Account
Signature of the Officer	Signature of the Authority	
authorised to sign	An Officer acting in the	
On behalf of	premises for and	
Manpower Service Provider	on behalf of the	
	Governor of Orissa	
In the presence of witness:-		
Witness	Witness	
1.Name	1.Name	
Address	Address	

2.Name_____

Address_____

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2.Name_____

Address_____