Tender Document For Running Cafeteria Services Along With Development & Maintenance Of The Infrastructure And Facilities Involving Central Verge Area & Street Lights In Central Verge Area & Adjacent Garden At IGIMS, Patna.

At Indira Gandhi Institute Of Medical Sciences, Sheikhpura, Patna-800014

(An Autonomous Institute under Government of Bihar & Statutory University created by an Act of State Legislature and recognized by UGC)

NIT No.: 15/Engg./Cafeteria/2019-20



Issued by

Indira Gandhi Institute Of Medical Sciences,

Sheikhpura, Patna, Bihar 800014 Phone: 0612 229 7099

Email: director@igims.org Website: www.igims.org

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Section I NOTICE INVITING TENDER

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,

Sheikhpura, Patna, Bihar 800014 Phone: 0612 229 7099

Email: director@igims.org Website: www.igims.org

SHORT URGENT TENDER NOTICE NO.: 15/Engg./Cafeteria/2019-20

Tender Document For Running Cafeteria Services along with Development & Maintenance Of The Infrastructure And Facilities Involving Central Verge Area & Street Lights In Central Verge Area & adjacent Garden at IGIMS, Patna.

Indira Gandhi institute of Medical Sciences, Patna invites sealed tenders in two bid system (Technical & Financial) from eligible and experienced Firms/Companies/Agencies for running cafeteria services along with development & maintenance of the infrastructure and facilities involving central verge area & street lights in central verge area & adjacent garden at IGIMS, Patna as per under mentioned Time Schedule-

1	Date & Time of downloading Tender Document from IGIMS Website www.igims.org	21.01.2020 to 04.02.2020
2	Last date & time for receipt tenders document duly filled in	05.02.2020
3	Cost of Tender Document	Rs.2000/-
4	EMD	Rs.50,000/-
5	Date and time of Opening of Technical bid	07.02.2020

Note: This tender document contains 16 pages and bidders are requested to sign on all the pages. The duly filled in bid should be sealed by the bidders and super scribed as "Tender for Running Cafeteria Services along with Development & Maintenance of The Infrastructure And Facilities Involving Central Verge Area & Street Lights In Central Verge Area & adjacent Garden at IGIMS, Patna".

The interested Firms/Companies/Agencies shall have to submit DD of Rs.2000/- (Rs. Two Thousand) nonrefundable only as a cost Tender documents and DD of Rs.50000/-(Rs. Fifty Thousand) only as EMD drawn in favour of "Director, IGIMS, Patna, payable at Patna at the time of submission of Tender documents duly filled-in, signed and sealed to "The Office of the Director, Indira Gandhi institute of Medical Sciences, Sheikhpura, Patna-800014,Phone No.-0612-2297099 by Regd. Post/ Speed Post/Courier only.

Section II INSTRUCTION TO BIDDERS

ABOUT THE INSTITUTE

The IGIMS, Patna is a premier Medical Science Institute of Bihar. The Institute is located at Patna, the capital city of Bihar. It was established on 19th November 1983, as an autonomous organization on the pattern of All India Institute of Medical Sciences, New Delhi. The objective was to provide super specialty medical facilities in Bihar.

1. GENERAL TERMS AND CONDITIONS

- 1.1 Please read terms and conditions carefully before filling up the document. Incomplete tender document will be rejected.
- Before submitting the tender, ensure that all duly notarised document are attached along with the technical bid.
- All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm/company/agency as token of having accepted all the terms and conditions of this tender.
- 14 Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- No paper shall be detached from the tender document which contains 16 pages.
- 1.6 The name and address of the bidder shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down therein, otherwise the tender is liable to be rejected.
- 1.7 Bidders are advised to visit the site before quoting the rate.
- 18 Person signing the bid or other documents connected with the tender must clearly write his/her name and also specify the capacity in which signing.
- 19 The institute reserves the right to reject any or all the tenders without assigning any reason.
- 1.10 Before submitting the filled-in tender document to the institute, the bidders may seek clarifications, if any, from Superintending Engineer or in person by visiting the institute during working hours by taking prior appointment.

2. The tenderer will have to fulfill the following criteria:-

- 21 The tenderer shall have minimum Five year experience in running such cafeteria/catering/canteen services in reputed organization.(Proofs should be enclosed)
- Tenderer should enclose their list of clients/ list of catering services/hotel/restaurant etc., run by him (with details of periods).

- 23 The tender shall be submitted in the prescribed form downloaded from the Institution website (www.igims.org).
- The Tendered have to submit EMD of **Rs.50,000/-** (**Rupees Fifty Thousand only**) in the form of demand draft from any nationalized bank. The EMD amount will be refunded to unsuccessful bidders. EMD will be liable to be forfeited, if the tenderer selected for the work fails to sign the formal agreement or to start the work on the date stipulated in the work order. The EMD will not bear any interest for the period retained by the IGIMS, Patna.
- Cost of Tender Document **Rs.2000/- (Rupees Two Thousand only) in the form of DD** drawn in favour of "**The Director, IGIMS, Patna**" payable at Patna should be submitted along with the EMD. The tender without prepayment of EMD and tender document cost will be out rightly rejected.
- Annual turnover for running of cafeteria/catering/canteen services at least Rs. 15,00,000/- (Rupees Fifteen Lakhs only) in each of the last three years *i.e.* from 2016-2017, 2017-2018,2018-2019 as per audited statement of account.
- 27 GST registration of the firm/company/individual running canteen

3. Instructions for submission of Technical & Financial bids

- i. **Envelope-1**: It should contain two envelopes; one small envelope containing DD towards cost of tender documents as well as EMD. The envelop should be written on top as "Tender Cost + EMD". The 2nd envelope shall contain all material, documents as stated above. The bid document downloaded from website (www.igims.org) shall be duly signed on each page by the bidder. This envelope shall also contain duly filled details as per the format given in Section-III at the end of the document. The envelope should be written on top as "Documents for Technical Bid". Both these envelopes should be placed in a cover envelope which should be written on top as "Envelop-1: Technical Bid". In case of no deposit of cost of tender document and EMD, the technical bid of the firm shall not be evaluated and the firm shall be kept out of consideration in further bid process.
- ii. **Envelope-2:** Financial bid as per the format enclosed in the Section-IV should be packed in a separate envelope signed & sealed and written on top as "Envelop-2: Financial Bid". Financial bid of only that firm/company/agency shall be opened who qualify in the technical bid.
- iii. **Envelope-3:** This will contain Envelope-1 and Envelope-2 and shall be signed sealed. This envelope should be super scribed with the name of the work, and Tender No. and sent by regd. Post/speed post/ courier to IGIMS Patna which should reach within prescribed time of submission.

4. Execution of AGREEMENT and payment of SECURITY DEPOSIT

4.1. The successful tenderer should execute an agreement for the fulfillment of the contract with the Institute Authority, IGIMS, Patna and hand over the same to

- IGIMS within, 10 working days from the receipt of the letter of acceptance of the tender. If the same is not executed within,10 working days the order will be cancelled by The Director, IGIMS, Patna.
- 4.2. In case the successful tenderer fails to deposit the security amount and execute necessary agreement within, 10 working days from the date of receipt of acceptance of tender, the earnest money deposit of **Rs.50,000/- (Rupees Fifty Thousand only)** shall be forfeited and the tender will be held as non-responsive.
- 4.3 The successful tenderer shall be required to deposit an amount of **Rs.1,00,000/-(One Lakh only)** as security deposit immediately after the issue of Letter of Intent and before the execution of the agreement, in the form of BG/demand draft of any nationalized /scheduled bank only in favour of "**The Director, IGIMS**" **payable at Patna**. No interest shall be paid on such security deposit, which shall remain with the institute during the continuance of the contract and it shall be released only after three months on the expiry/ termination of the contract subject to clearance of all dues by the contractor.

5. Special Terms and Conditions

- 5.1 IGIMS will offer a cafeteria space for running cafeteria services near IGIMS Trauma & Emergency within the campus.
- Contractor in addition to cafeteria, have to develop & maintain the infrastructure and facilities involving main entrance gate, central verge area & street lights in central verge area & garden near the cafeteria at IGIMS, Patna. On behalf of this, IGIMS permits to put various types of display media for the commercial publicity in the areas where beautification and maintenance work is being undertaken by the agency as decided by IGIMS authority.
- Beautification of central verge between the entry and exit roads starting from main entrance road till hospital building by converting all blocks in green bed and planting plants & trees and arrangement for caring of plants+ green beds, maintenance of the street lights at the central verge by replacement of existing light fitting with CFL/LED lamps fittings, painting of lamp posts and putting lighted advertisement double side board of (4"X3") and care of the plants on the central verge shall be the responsibility of the agency.
- 5.4 The side boundary wall will be painted and sufficient no of lamp post with lamp on both sides will be erected for pedestrian & double side lighted advertisement board will be fixed there.
- Development work in west side of emergency unit will be done by agency and also develop patient amenities like sitting arrangements/Tea/Coffee Stall.

- 5.6 The security post will be painted & provided with a Back lit Board with some message.
- 5.7 One Hoarding will be displayed for advt. at the corner of east & south of the road facing Emergency /Trauma block.
- The electrical consumption charges used for commercial advertisement Boards & lights at central verge provided by agency and the commercial uses like Tea Stall will be paid by the agency on consumption basis.
- Director will authorise any officer of the Institute to facilitate the task, giving possession of project sites, resolving the deadlocks, review the progress, extend requisite infrastructure support etc. (Like Electrical + Water near to the project) for smooth implementation of the project.
- 5.10 The timing of cafeteria should be adhered according to the direction of IGIMS.
- 5.11 IGIMS will not bear the expenditure for the setting up of stall/infrastructure.
- 5.12 The Cafeteria should be in well planned and more aesthetic view with proper aeration and lighting arrangement. The decoration made by the contractor at their own cost.
- 5.13 The table, chairs and any seating arrangements shall be provided by the contractor. It should be sufficient enough for 15 20 persons at a time for cafeteria.
- 5.14 Cooking is not permitted in the cafeteria. All food items shall be branded, well processed and packed.
- 5.15 For cafeteria Microwave oven, vending machines shall be permitted for warming food item and for distribution and the provision of the above shall be arranged by the contractor at his own cost.
- 5.16 The contractor shall pay the rent of space per month and needs to be remitted to IGIMS before 10th of every month. It may be remitted by DD in favour of "The Director, IGIMS" payable at Patna. Necessary taxes if applicable will be borne by the contractor.
- 5.17 The contractor has to take electrical connection and pay the electricity charges on actual basis to the Electricity department.
- 5.18 Licenses needed to run the cafeterias are 1. FSSAI license, 2. GST Registration under respective clause
- 5.19 The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages and silage generated from the cafeteria operations.
- No non-recyclable plastic or plastic containers are allowed to use in the campus.
- The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the contractor.
- The contractor shall not keep the cafeteria closed on working days without prior permission from the IGIMS authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by IGIMS, as it may deem fit.
- On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with IGIMS administration along with copies of

- documents to prove their identity.
- The contractor shall submit to IGIMS a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract.
- The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
- 526 The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of IGIMS, Patna. The staff will not be allowed to stay inside the campus. However, they may permit under special permission of the Competent Authority of IGIMS, if needed.
- 527 The contractor shall ensure that his staff shall proper personal hygiene while in service.
- The staff engaged by the contractor shall: (a) Show professional courteous behavior at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
- The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- IGIMS reserves the right to call upon the contractor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The contractor will have to issue identity cards to its employees employed in the cafeteria. IGIMS reserves the right to disallow the person not having the identity card.
- The contractor's crew shall not be allowed to use any service area situated outside the allotted area.
- All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers uniform, photo-identity cards which shall be checked by the IGIMS, as and when necessary.
- IGIMS shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionery benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.

- Contractor shall not sell any cigarette, beedy, Gutkha, pan, alcohol etc. in the cafeteria and in the IGIMS premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
- 535 The contractor and his staff shall abide by various rules and regulations of IGIMS as prevalent from time to time.
- The contractor and his staff shall comply with all instructions and directions of the IGIMS authorities given from time to time. In the event of any emergent situation, the staff of the contractor shall comply with instructions given by the IGIMS authorities, without waiting for confirmation by the contractor.
- Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- The contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- of the term, in case the work performance is not up to the standard, or in case there is any violation of IGIMS rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of IGIMS's management in this regard would be final and binding on the contractor. In such an event, IGIMS shall have the right to engage any other contractor to carry out the task at the risk and cost of the existing contractor besides appropriating the security deposit and or any amounts due to the contractor. For violation of any terms and conditions of the tender, security deposit will be forfeited. If the contractor fails to provide the service as per the tender condition, IGIMS will make alternate arrangement from any other source. If IGIMS requires make the payment at the higher rate the difference amount will be recovered from the contractor either from the pending bills or from the security deposit.
- 5.40 IGIMS reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. IGIMS's decision in such situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract will be extendable by mutual agreement till alternate arrangements are made.
- 5.41 The period of contract is for **5 years** from the date of award of contract for running cafeteria in IGIMS. However the contract could be renewed further at the discretion of IGIMS authority on mutually agreed terms and conditions.
- 5.42 If contract renewed for further period **10% hike** in rental charges need to be borne by the contractor on each such occasion.
- 5.43 The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to be terminated without any prior notice with consequent penalty including

- forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the contractor.
- 5.44 The contractor shall not do any trade or business for hire, transfer, assign, pledge or subcontractor its right and liabilities under this contract premises illegally in part or in full in any manner.
- 5.45 Contractor should maintain Transportation, food, medical and any other requirements in respect of persons deployed in the IGIMS and this IGIMS will have no liabilities in this regard.
- 5.46 The Right to fix Rental charges, Security Deposit, is reserved with the IGIMS.
- 5.47 The contractor shall obtain comprehensive insurance coverage, including their all renovation, furniture, equipment and or/ other items installed or stored which belongs to the contractor.
- In the event of expiry or earlier termination of contract for any reason whatsoever, the contractor shall be entitled to remove his goods kept in the canteen and cafeteria premises and the fitting, fixture and furniture installed by the contractor at the aforesaid premises. IGIMS under no circumstances not shall bear any expense for clearing.
- 5.49 The Housekeeping, washing of utensils, disposal of used materials, waste management should be maintained at their own cost, IGIMS shall not bear any amount. If improper maintenance occurs, the contract will be immediately terminated and the expenses recovered from their security deposit..
- All equipment's for preparing, storing, transporting, distributing and serving of all the food items shall be arranged at contractor's cost.
- Any damages occurred by the contractor in the IGIMS campus will be rectified by him at his own cost.
- Under any circumstances, if any of the party does not want to continue the contract, it can be withdrawn by giving three months' notice.
- The Director, IGIMS reserves the right to withdraw / relax any of the terms and conditions mentioned above, so as to overcome the problem encounter at a later stage.

6. ITEMS SOLD

- The food items containing ingredient of good quality. And all items sold should be with excellent quality and hygienic.
- The contractor should not keep any packed items for sale which has already surpassed the date of expiry.
- The packed items should be sold only on or below MRP.
- The item details and rate of selling should be displayed in bold and visible manner.

7. PENALTY

7.1 The Institute reserves the right to impose penalty (to be decided by the IGIMS authorities) on the contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the contractor or his staff or for any adulteration.

- If the institute is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the IGIMS will be at liberty to take appropriate necessary steps as deemed fit.
- Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof)shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the IGIMS is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.
- 7.4 The rental charges is for per month, delay in paying rental charges in stipulated time penalty up to 14% will be levied on the due amounts.

8. Bid Evaluation criteria

8.1 The technically qualified bidder who will quote highest rental for the cafeteria will be given the opportunity to run the cafeteria.

UNDERTAKING BY THE TENDERER

We have carefully gone through various terms and conditions listed above for Running Cafeteria Services along with Development & Maintenance Of The Infrastructure And Facilities Involving Central Verge Area & Street Lights In Central Verge Area & adjacent Garden at IGIMS, Patna. We agree to all these conditions and offer for Running Cafeteria Services along with Development & Maintenance Of The Infrastructure And Facilities Involving Central Verge Area & Street Lights In Central Verge Area & adjacent Garden at IGIMS, Patna. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

	Signature of the Tenderer
Date:	Name:
	Designation:
Place:	Office Seal:

Section - III

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, PATNA TECHNICAL BID

GENERAL INFORMATION

(To be filled in by the bidder for the Technical Bid)

1. Na	me of	the Firm	/Compa	iny/Agency:
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2. Complete Office Address: (with contact number & email ID)

3. Firm/Company website, If any

4. Type of Organization

Individual/Partnership/Pvt. Ltd Co.

5. (i) Year of establishment

6. Details of payment

	Details of payment			
S. No:	Particulars	DD Details	Amount	Remark
1	Document	DD No Date- Bank Name-		
2		DD No Date- Bank Name-		

^{7.} Name and address of the authorized signatory / Contact person for this tender

8. Total staff strength of the Firm /Company/Agency on its payroll

S No.	Category of Staff	Nos.	Remarks
1			
2			
3			

9. LIST OF CLIENTS

			Period	of contract		Contract
S No.	Client's Name, Address & Contact No.	Client Phone & address of present canteen	From	То	No. of persons availing catering facility	Value per Month in Rs. Lakhs

10. Details of supporting documents enclosed with self-attested

S.No.	Registration Under	Registration No.	Valid up to	Proof enclosed in Page No:
1	Firm / Company Registration (delete whichever is not applicable)			
	Shops & Establishment Act			
2	PAN			
3	Provident Fund			
4	ESI			
5	GST Registration No:			
6	FSSAI Registration No:			
7	Others			
8	Annual Turn over	Amount	in lakhs	
	2016-2017			
	2017-2018			
	2018-2019			
	Provisional/Audited			

(Self-attested copy as proof of the above must be attached to qualify, compulsorily, Original papers should be provided for verification purpose).

	Signature of the Tenderer
Date:	Name:
	Designation:
Place:	Office Seal:

Note: 1) Please read Tender carefully and fill up the above information

2) Sealed Cover bearing Tender No. and Date

Section IV INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, PATNA COMMERCIAL BID/ FINANCIAL BID

(Keep this Financial Bid in Separate Sealed envelope OR shall be printed in the letter head of the agency/firm and submitted in a separate sealed envelope-following the instructions given in the bid document)

Tender Document For Running Cafeteria Services Along With Development & Maintenance Of The Infrastructure And Facilities Involving Central Verge Area & Street Lights In Central Verge Area & adjacent Garden.

NIT No
Name of the agency/firm & full address :
Date of Submission of Bid:
То,
The Director,
IGIMS, Sheikhpura
Patna-800014

I/We have understood the terms and conditions of the bid document. Duly agreeing to all the terms, conditions and scope of services mentioned in the bid document, I/ we express our interest to provide the subject service and hereby quote the rates, as per details given below:-

MONTHLY RENT FOR USE OF IGIMS-	Rs/- per month plus 10%
CAFETERIA.	increase in rent, if extension of contract
(RATE IS QUOTED FULLY AGREEING TO THE TERMS AND	period is approved by IGIMS.
CONDITIONS OF THE SUBJECT BID DOCUMENT AND CONTRACT AGREEMENT BEING EXECUTED IN THIS REGARD)	(Amount in words : Rupees

IMPORTANT NOTE:-

Sir,

- 1. The contract will be awarded only to the technically successful bidder and offering the highest Rent (H-1). However, the **minimum reserve rent is fixed @ Rs. 5,000/-per month.**
- 2. The successful bidder to whom the work will be awarded based on the his technical and financial bid will have to deposit a Security Deposit of Rs.1,00,000/- (Rupees One Lakh

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Only) to the Institute (IGIMS) through FDR/DD/BG (in favour of Diretor, IGIMS, Patna,

Payable at Patna), which will be returned WITHOUT any interest upon successful

completion of Contract period and issuance of No Dues Certificate by the competent

authority of the Institute.

3. The EMD of the successful bidder will be released after receipt of the Security Deposit.

Failing to deposit the Security Deposit within 10 working days after issue of LOI will entail

forfeiture of the EMD.

4. In case the contract is awarded to me/us, I/We shall sign an agreement within 10 days (on a

non-judicial stamp of paper prescribed value (the cost of stamp paper/stamp duty will be

borne by me/us) of the receipt of the letter awarding the contract.

5. I/We S/o R/o (local address) Permanent Address solemnly state that I/We have not so far

been black listed by any of the institutions/Offices in which I/We have worked/run such

services.

Signature of Bidder with complete Address:

Seal of the Firm/Agency:

Email ID & Contact details:

***** END OF DOCUMENT *****

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