Rajiv Gandhi National Institute of Youth Development
(Institute of National Importance by the Act of Parliament No.35/2012) Ministry of Youth Affairs & Sports, Government of India
Chennai - Bangalore Highway, Pennalur
Sriperumbudur – 602 105, Tamil Nadu. India

Phone : (091)044 - 27162741, 27162705 Fax : (091)044 – 27163227
Website : www.rgniyd.gov.in

No. RG/E-135/GM/2019-2020 Dated: 14/11/2019

NOTICE INVITING TENDER

Subject: Tender for maintenance of Garden for a period of one Year (2019-2020) in RGNIYD – Reg.

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1. RGNIYD has proposed to outsource the manpower services for day to day Garden maintenance works inside the campus for a period of one Year through a suitable placement agency on contract basis.
2. The following manpower may be outsourced for supply on daily basis for garden maintenance.

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I) Supervisor - 01
II) Workers (Unskilled) - 18

The actual requirement of manpower in the above categories may vary from time to time.

3. The detailed information for outsourcing the service of Garden maintenance has been placed in the web site www.rgniyd.gov.in,
4. Interested persons/agencies may submit their bids to the undersigned on last date of bid submission containing rates, schedule, terms and conditions for providing the manpower services.
5. Based on the performance of the agency RGNIYD may at its discretion extended the contract period a maximum of one more year.
6. Important dates for the tender are as under:

S. No.	Description	Details
01	Name of Tender	Providing Garden maintenance Services in RGNIYD's 2019-2020
02	Date of Tender Publication	14-11-2019
03	Closing Date & Time of Tender	06-12-2019 at 2.00 PM
04	Date & Time of Opening of Tender	06-12-2019 at 4.00 PM
05	Bids	Two Bid System-Technical Bids and Financial Bid. The tenderers may submit the tender in sealed cover with all credential and documents including EMD etc., as stipulated in the tender conditions
06	EMD	Rs.1 Lakhs
07	Period of Contract	12months

TERMS AND CONDITIONS

1. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected.
2. Tenders received without prescribed earnest money shall not be considered.
3. The schedule issued with the form of tender listing the services to be rendered must not be altered by the tenderer. Any modifications/alterations of the schedule considered necessary by the tenderer should be in the separate letter accompanying the tender.
4. No paper shall be detached from the tender document.
5. The name and address of the tenderer 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 tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein; otherwise the tender is liable to be ignored.
6. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
7. Individual signing the tender or other documents connected with the tender must specify whether he signs as
8. A sole proprietor of the concern or constituted attorney of such sole proprietor.
9. A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a registered power of attorney duly executed by the partners of the firms.
10. Director or Principal Officer duly authorized by the Board of Directors of the company.
11. In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the duly registered general power of attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
12. The tender submitted in sealed envelopes mentioned "Tender for the supply manpower for Garden Maintenance Services at RGNIYD" should be addressed to the Registrar, Rajiv Gandhi National Institute of Youth Development, Sriperumbudur – 602105 and be deposited in the Tender Box available at Administration Dept. last date and technical Bid will be opened at 4:00PM hrs on the same day in the presence of the tenderers or their representatives present and opening of the Commercial Bid will be notified to the short listed bidders.

13. The Earned Money Deposit is required to be deposited in the form of Demand Draft/Pay order /NSIC in favor of Director, RGNIYD payable at Sriperumbudur. The EMD will be refunded for all the unsuccessful tenderers within a month. The Earnest Money deposit of the successful tender shall be liable to be forfeited if he does not fulfill any of the following conditions:

14. An Agreement is to be signed by him in the prescribed form within 10 (Ten) days of the receipt of letter awarding the contract.

15. The Garden Maintenance Service will commence from the date notified by RGNIYD in the letter, awarding the contract.

16. The successful tenderer has to pay Security Deposit of Rs.2.5 lakhs and the same will be retained as security till the completion of contract period and such security deposit may be returned after successful completion of the work payment of contractual oblilgation etc.,

17. The EMD paid in the form of DD/Pay order will be adjusted against the SD amount of the successful bidder and the successful bidder as to pay only the balance amount . However no relaxation against the payment of SD is eligible for EMD paid in the form of NSIC.

18. The bids should be valid in the case of all the tenders for at least 3 months from the date of opening of the tender, the date notified by RGNIYD in the letter, awarding the contract and if any tenderers withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited. The EMD deposited shall not bear any interest for the period retained by RGNIYD. In the case of the successful tenderers, rates quoted shall be valid for the entire period of the contract including extended period, if any. However, any increase in the statutory levies will be considered on merits. Validity beyond 3 months from the date of opening shall be by mutual consent.

19. Corrections if any must be attested.

20. The tenders received beyond the scheduled time of closing of tender will not be considered.

21. RAJIV GANDHI NATIONAL INSTITUTE OF YOUTH DEVELOPMENT reserves the right to accept or reject any or all the tenders and is not bound to accept the lowest bid since due weightage shall be given to several factors besides the commercial bid.

22. The Contractor shall be responsible for engaging adequately trained manpower required for providing Garden Maintenance Service in Institute satisfactorily. The agency should deploy the Garden Maintenance below the age of 59 years.

23. The employees of the Contractor should possess sound health and be free from any disease, especially contagious and frequently recurring diseases and they should be in neat uniform while on duty.

24. The Contractor will, prior to the commencement of the operation of contract, make available to RGNIYD the particulars of all the employees who will be employed, such particulars inter-alia should include age, date of birth, permanent address and the police verification report of the employees, should be enclosed. The contractor shall not change the Garden makes / Supervisor, frequently without the prior consent of RGNIYD.

25. The Contractor shall be responsible for the payment of wages and allowances as per the rates notified by Ministry of Labour, GOI to the persons employed by him for providing the Garden Maintenance

Services. The Contractor shall be further responsible for proper discipline of the employees engaged by him and their work besides observing other obligations. No child labourers shall be permitted by RGNIYD under this contract. Further the contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable risk insurance benefits under labour laws. In the event there is any violation of any contractual or statutory obligation regarding the personnel / labour, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against RGNIYD, the Contractor shall be required to reimburse to RGNIYD any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. RGNIYD shall also have the right to deduct these amounts from the payment due to the Contractor while settling the payments.

26. The Garden Maintenance contract shall remain valid for a period of one year only and it may be extended for a further period of maximum 1 years at the same tendered rate. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, RGNIYD may terminate the contract of the contractor without any notice at the risk and cost of the contractor in case the contractor commits a breach of any of the terms of the contract. RGNIYD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

27. The Contractor shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws both Central & State in force in the State of Tamil Nadu including registrations with Provident Fund, Employees State Insurance, TN sales tax, municipal registrations etc. An attested copy of all such statutory registrations shall be enclosed to the tender.

28. The Contractor shall be responsible to maintain the equipment’s and other articles supplied by the RGNIYD in good condition. In case of any damage, he shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Contractor him-self. In case of theft or damage, contractor shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.

29. RGNIYD shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify RGNIYD in case of any damage or liability, which may arise on account of action of the contractor.

30. Services to be provided by contractor is indicated in the Annexure-l attached.

31. Dispute, if any, arising out of the Garden Maintenance services contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by the Director, RGNIYD at Sriperumbudur as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the Rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts, or amounts payable to either party.

Tender shall be accompanied by the relevant documents including the following

1. Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently providing/has provided Security Services.

2. Work-plan indicating the requirement of staff and the deployment pattern of staff proposed and other details for the efficient satisfactory performance of the contract.

3. Certificates in support of all statutory registrations.

4. On the termination of the agreement, the contractor will hand over all the equipment's/articles as supplied by the RGNIYD in good working condition back to RGNIYD.

5. The Contractor will liaise with the designated officers of RGNIYD and report to him as and when required to make checks on day to day activities of the Garden Maintenance Service. The Contractor shall extend full co-operation to the designated officer from time to time.

6. Care must be taken to ensure while carrying out the routine work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the contractor, failing which the same will be got done at his risk and cost. The decision of the Designated Officer shall be final and binding on the contractor.

7. All work shall be carried out with due regard to the convenience of RGNIYD. The orders of the concerned authority shall be strictly observed.

8. The Contractor will work in close co-operation and co-ordination with other agencies working at site.

9. The Contractor has to deploy and work round the clock including during holidays and Sundays as well according to the requirement and convenience of RGNIYD and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements. Sufficient number of "relief workers" shall be employed in place of persons who go on leave / weekly holiday or weekly off.

10. The Contractor shall be fully responsible for the conduct of his employees and shall ensure that their behaviour with the students, resident students, officers, faculty, staff is always good and cordial. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the person concerned immediately and engage a new one with-in 48 hours of intimation. The decision of the Designated Officer in this regard shall be final and binding on the contractor.

11. RGNIYD is not bound to provide any mode of transport in respect of men or material required for the contract.

12. The payment of wages shall be disbursed by the contractor to his workmen through EFT employees to the Garden workers at the receipt of previous month payment should be enclosed along with the bill. No amount shall be deducted from the wages of the workmen by way of commission of any sort. The probable date of payment of wages every month may be indicated distinctly in the tender.

13. All statutory obligations under various laws from time to time will have to be met by contractor for which payment shall be made to him during the contractual period, as per wages rate notified by the Ministry of Labour, Govt. of India.

14. The contractor shall at all times indemnify and keep indemnified the RGNIYD Employer, the Head of the office and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/or property **or person of any sub-contract** and or the servants or agents of the contractor **any sub-contractor(s)** and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under workman.

15. Compensation Act/Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act and/or their Industrial Legislation from time to time in force.

16. The payment shall be released on monthly basis after satisfactory completion of the job and for the work actually done on submission of bills in duplicate by the contractor after payment of wages to the Garden Workers as detailed in clause 33 above. The bills should be accompanied by same certificate as RGNIYD may prescribe from time to time. Income Tax (TDS) as applicable at prevailing rate will be deducted at source. The Liquidated damages will be deducted up to 10% of the value of such incomplete performance of contract.

17. The Contractor shall deposit 5% of the Annual value of the quoted value of the contract as Security Deposit with RGNIYD. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any. The EMD of successful bidder will be converted as a part of the security deposit.

18. As per RGNIYD policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee i.e. paise 50 or above will be rounded off the near higher rupee and paise less than 50 will be ignored.

19. The workmen employed by the contractor shall be directly supervised and controlled by the Contractor, and shall have no relation whatsoever with RAJIV GANDHI NATIONAL INSTITUTE OF YOUTH DEVELOPMENT. RGNIYD shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against RGNIYD for service or regularization of services by virtue of being employed at RGNIYD against any temporary or permanent posts at RGNIYD.

20. The work executed shall be to the satisfaction of the Director/Designated Officer of RGNIYD, Sriperumbudur.

21. The contractor shall ensure that either he himself or his representative is available for proper Administration and supervision of the works.

22. The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws or any other prevalent laws both of Central & State Enactments and submit an undertaking and proof of payment to its employees as per minimum wages rates, PF & ESI remittances to RGNIYD each month along with claim/bills for payment.

23. RGNIYD shall in no way be responsible for any default with regard to any statutory obligations and the contractor will indemnify RGNIYD in case of any loss or damage or liability, which may arise on account of action of the contractor.

24. The contractor shall be responsible for the payment of wages as per the rates notified by the Ministry of Labour, Govt. of India and all statutory dues to the persons employed by him for providing the services. The contractor shall be further responsible for proper discipline of the employees engaged by him and their work, besides observing other obligations.

25. In case L-1 is more than one, then the past performance of the Tenderer will be the criteria for selection and it would be at the discretion of the Tender Committee, as constituted by Director, RGNIYD, Sriperumbudur. The recommendation of the Committee and the decision of RGNIYD Sriperumbudur shall be final in all respect and will be acceptable to all the tenderers.

26. The jurisdiction of Legal formalities, if any, in case dispute arises is Sriperumbudur / Chennai

27. If any relative of the tenderer is an employee of the RGNIYD the name, designation and relationship of such employee shall be intimated to the Director, RGNIYD in writing while submitting the tender.

28. It is the responsibility of the contractor to provide all necessary equipment, tools to their Garden Maintenance workers.

Disqualification Clause:

1. The bidder shall be disqualified (a) if the bidder or any of its constituent(s) has been blacklisted / banned business dealing by any Government Department, Government Agency or Public Sector Undertakings at any time, except in cases where such blacklisting / banning has been withdrawn by competent authority or ceased on the deadline for submission of the bid, for which satisfactory evidence is to be produced.

2. Any previous contract of the bidder or any of its constituent(s) had been terminated / rescinded for contractor's failure by RGNIYD during the period of last 5 years before the deadline for submission of the bid.

3. The bidder or any of its constituent(s) has been issued a show cause notice for poor performance / banning / blacklisting or business or order for suspension of business by the competent authority of RGNIYD.

Annexure - I

SCOPE OF WORK

SPECIAL CONDITIONS AND SCOPE OF GARDEN MAINTENANCE WORK:

During the Horticulture contract service, agency so appointed shall take-over the responsibility for Annual maintenance of Land in the RGNIYD campus including Garden, Open Areas, Play Ground.

The scope of services to be rendered under this agreement includes:

1. To ensure proper Horticulture work in campus without causing any damage.
2. Supplying, maintaining, watering, and cleaning of ornamental plants available in RGNIYD campus.
3. Supplying, maintaining, watering, manuring, cleaning periodically all the lawns of ordinary and Korean grass available at RGNIYD, and periodical manuring and application of manure, pesticides wherever and whenever required.
4. Protecting all the grown up trees by properly pruning them, manuring watering and applying pesticides etc. complete without damage to any trees or plants.
5. The cleaning of campus by removing unwanted vegetation, shrubs, periodically.
6. Developing lawns if necessary as specified by RGNIYD.
7. Arranging potted plants inside the building as and when necessary, displaying them as per directions and taking back the plants including conveyance. The rate shall be quoted per potted plant per day as and when needed separately. All the potted plants shall be well grown plants and shall be quoted separately. This item will be operated if necessary by RGNIYD during functions organized at RGNIYD premises. The plants shall be made ready at short notice of 48 hours and taken back when the function are over.
8. Only water required for the gardens and lawns will be supplied at certain points and extension wherever required shall be done for the Horticulture contractor at his own cost. Hoses and sprinklers required shall be provided by the contractor who has taken the AMC. The extent of garden available at RGNIYD may be physically verified and checked before actually starting the work.
9. To bring to the notice of RGNIYD about any suspicious activity noticed during discharge of duties by Horticulture workers.
10. The closing of water taps etc., after the office hours in the Gardening area only.
11. To convey message whenever received to the concerned officials.
12. RGNIYD will not be responsible to provide any residential accommodation to Horticulture personal deployed by the Horticulture contractor.
13. In addition to the existing plants and trees, you may propose for additional requirement of plants, different sizes of pot and other material etc. like fiber pots foliage plants, red soil, manure, flower plants to improve the landscaping view.

14. The watering to the trees, plants & lawns should be done at least one time a day or as may be required for which water will be supplied by RGNIYD. Wastage of water shall be totally avoided. Wastage of water if found, penalty will be imposed to the contractor and the cost as decided by RGNIYD will be recovered from the next bill.

15. Trimming of all existing trees from time to time inside the campus without any extra cost.

16. The required quantity of manures and pesticides for a good and healthy plant should be provided by the contractor. Cost of inputs such as Manure, Pesticides, Fungicides etc. would be reimbursed to the contactor by the RGNIYD. Further it is the responsibility of the contractor to replace the dead plants, if any, and also see the adequate seasonal flowering plants are maintained to have pleasant look of floors area as well as officers rooms.

17. All the tools and plants required for providing the maintenance of landscaping should be provided by the contractor. It should be ensured by the contractor that the required tools are always available at site in good working condition to carry out the job.

RAJIV GANDHI NATIONAL INSTITUTE OF YOUTH DEVELOPMENT,

TECHNICAL BID FOR GARDEN MAINTENANCE SERVICES

1. Name of the Tenderer's firm:

2. Office Address:

Telephone No. :

Fax No. :

E-mail Address:

3. Name of authorized representative(s) :

4. Registration Certificate copies enclosed for

i) P.F. Regn.No. : _____

ii) E.S.I. Regn.No. : _____

iii) Service Tax Regn.No. : _____

iv) Labour License (Central) Regn.No. :_____(please enclose copy of the same)

v) PAN CARD No. : _____

5. Annual Gross Turnover during the last 3 consecutive years should be minimum 27 lakhs in each financial year i.e. 2013-14, 2014-15 & 2015-16. The organisation should provide required documentary proof in support thereof such as IT – Return, Audited Balance Sheet for the above:

Name of the year	Turnover in Rupees:
2015-2016	
2016-2017	
2017-2018	

6. Earnest Money Deposit of Rs.1, 35,000/- (Rupees: One Lakh Thirty Five Thousand Only) is enclosed vide

Demand Draft No._____, Dated:_____, Bank _____

7. Details of experience in State and Central Government / Public Sector undertaking /

Registered Societies / Universities / Research Institutions /Educational Institutions / IT

Industries / Private Sectors as per the attached format (Please use separate sheet).

(Minimum3 years' experience is essential).

Year	Name of the Employer & Address with Telephone Nos.	Type of Institution/ Industry	Details of Experience, Period of Contract with dates of Commencement and termination covering last 3 years	Total No. of Security Supervisors (Ex-Servicemen)	Total No. of Security Guards (Trained, without Arms)	Nature of Work

8. Validity:

The quotation shall be valid for a period of at least three months from the date of

opening of the tenders for the purpose of evaluation of tender. However, the service charges

quoted in the tender should be valid for the period of contract (one year).

9. Brief writes up the mechanism to be deployed for proper maintenance of Garden.

10. Existing No. of man power deployed in Garden Maintenance services_____.

11. Income Tax acknowledgements for last 3 years with gross taxable income of individual/firm / companies / cooperative Societies.

12. Agency shall arrange minimum strength of 1 Supervisors, and 18 Garden workers.

13. RGNIYD has every right to reject technical bids without filling-up of the correct details from S.No. 1-12 and without proper documentary evidence.

NOTE:-

Technical Bid:-

i) To be deposited along with Tender Document in separate sealed cover-I super scribed as "Technical Bid".

ii) All the supporting documents should be enclosed along with this bid. If not enclosed, the bid will not be considered.

Calculation for monthly wages for Manpower Supply

s.no	Component of rate	Supervisor Rs. (Per Day)	Workers Rs. (Per Day)
01	Monthly Basic Minimum basic wages as on 01.10.2019	733	603
02	**Total**	733	603
03	Wages payable per month(26 working days)	19058	15678
04	Employer's contribution to Employees Provident Fund @12% of Sl.No.4 above (Limited to Rs.1800/- per month)	1800	1800
05	ESI @3.25% of Sr.no.4 above	619.38	509
06	Administrative Charges of Total basic wages(0.5%)	95.29	78.39
07	**Total(S.No.3 to 6)**	21572.67	18065.39
08	Goods and Service Tax (18%)applicable on the amount at sl.no 7 above	3874.98	3251.77
09	**Total amount payable per employee per month (Total of column 7 to 8)**	25447.65	21317.16

Details of basic wages EPF and ESI and administrative charges payable for a single month with 26 working days excluding Saturday and Sunday

Signature for Tenderer with seal

RAJIV GANDHI NATIONAL INSTITTUE OF YOUTH DEVELOPMENT, SRIPERUMBUDUR

PROFORMA FOR FINANCIAL BID

To
The Registrar
Rajiv Gandhi National Institute of Youth Development, Sriperumbudur-602 105

Subject: Tender for the supply of manpower for Garden Maintenance in RGNIYD(2019-2020)

Sir,

With reference to your tender dated …… on the subject mentioned above, I/we quote my/ our service charge, for the above mentioned work as under:

Amount (in Rupees)

Sl. No	**Categories**	**Minimum basic wages as on 01.10.2019** **Per Day& Per person** **Rs.**	**Service Charges In terms of % per day**
1	**Supervisor**	733/-	
2	**Workers**	603	

Signature for Tenderer with seal

Note:

The payment of serviced charges on a single month will be worked out based on the no of days attendance of each category of worker in a month as per the performa kept under guide lines for financial bids.

1. Minimum wages applicable with effect from 1.10.2019 has been adopted for tendering purpose. RGNIYD will reimburse the payment of minimum wages at the rates applicable from time to time. Whenever such minimum basic wages or VDA is increased by Central Labour Commissioner the workman shall be should be paid the increased wages/ VDA by the tenderer . Administrative change/ service changes should be quoted in percentage . It should not be quoted as zero or in negative percentage.
2. service charges quoted per employee should be constant throughout the contract period, including extended period, if any
3. The tenderer/contractor shall submit the proof of payment of GST/Service Tax made by him along with the monthly bill.

5. The tenderer shall quote minimum service charges of 4% over the basic wages.
6. GST Applicable shall be paid separately by RGNIYD over the total bill value .

7. Apart from basic wages and service charges PF &ESI GST as applicable shall be paid to the tenderer as per annexure II

8. This financial bid shall be kept in a separate cover and the technical bid comprising of duly filled in tender document(exclusive of financial bid) along with credential shall be kept in a separate sealed cover and EMD (DD/NSIC) kept in the third cover. All the above three covers viz., financial bids /technical bids / EMD shall be kept in a bigger cover, sealed and super scribed with supply of manpower for garden maintenance in RGNIYD addressed to Registrar, RGNIYD. This same may be dropped inside the tender box kept near Registrar office of RGNIYD before the tender closing time.

Signature for Tenderer with seal