

**BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)
TERMS AND CONDITIONS FOR INDIGENOUS TENDER ENQUIRY**

This Format is to be submitted in original duly signed by bidder. Deviation, if any, is to be brought out clearly in Schedule of Commercial deviation giving clause wise deviation. Any condition / clarification / deviation mentioned elsewhere may not be accepted.

| Sr. No | Terms & Conditions |
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| 1. | <p>1. Sealed quotations are invited for the items mentioned in the enquiry. Quotations should be typed and free from over writing and erasures, corrections or additions must be clearly written both in words and figures and attested, otherwise offer may be rejected.</p> <p>2. Bidder must ensure that their quotation is received / dropped in the tender box on or before 2.00 PM of the due date of opening in Material Management Division, Transmission Business Group, BHEL, Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi - 110 003.</p> <p>3. The same shall be opened at 2.30 PM on the same day. Tenders received late may be rejected. Bidders sending tenders by courier or post, to ensure that it is delivered one day before as same day delivery may not reach above office by due time.</p> <p>4. Bids are to be submitted in Two parts: i) Techno-commercial bid (Part I) – To be submitted in duplicate. A copy of price bid (Part II) (without prices) is also to be enclosed in Part I bid. ii) Price bid (Part II) – To be submitted only in one copy in a separate sealed envelope. This should not contain any Technical or Commercial Terms. The rates should be quoted both in figures and words. In case of any difference between figures and words, the quoted rate in words will prevail over figure.</p> <p>Both Part I and Part II bids are to be sealed in separate envelope and both envelopes to be kept in another common envelope. Each envelope should be sealed and super scribed with enquiry no., item / package name, project name and due date of opening.</p> <p>5. For any Technical clarification, please contact Mr. Pramod Raj (Manager) BHEL, Integrated Office Complex, Lodhi Road, New Delhi - 110 003 Phone : 011-41793479 Fax : 011-41793221 e-mail : pramodraj@bhelindustry.com</p> <p>For any commercial clarification please contact person issuing enquiry.</p> <p>6. Price bid should not contain any information / description / terms & condition other than given in Part-I of the bid except prices, otherwise bid is liable for rejection.</p> <p>7. Price bid submitted along with the bid shall remain valid up to validity of offer. Unsolicited Supplementary / Revised price bid submitted during validity period</p> |

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| | <p>of offer, unless asked by BHEL, shall not be considered. With-drawal of quotation by the bidder, at any stage after its opening, may entail blacklisting of vendor.</p> <p>8. Enquiry condition for where the scope against this tender includes Installation and Commissioning of the equipment / material There will be separate contract awarded for Supply portion and Site execution portion. For Supply portion General Terms and Conditions mentioned here shall be applicable for Site execution portion, Terms and conditions for Installation services shall be applicable. However, any breach in either of the contract shall be deemed as the breach of other contract also.</p> |
| 2. | <p>PRICES:</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p>A.1. Unless specifically indicated, all prices shall be FIRM. No enhancement of rate for whatever cause unless and until asked by BHEL will be allowed.</p> <p>A.2. PVC (if indicated) The prices to be quoted are with PVC with following formula.</p> <p><i><Formula></i></p> <p>The base indices in the formula shall be of first notification of ----- of the ----- month. The date of delivery shall be PO delivery date or date of actual despatch, whichever is earlier.</p> <p>B The prices shall be quoted by the vendors considering following.</p> <p>B.1. Unless specifically indicated, the prices shall be on Domestic project basis.</p> <p>B.2. Deemed export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits:</p> <ol style="list-style-type: none"> 1. ----- 2. ----- 3. ----- <p>ii) For availing above benefits, BHEL shall provide following documents.</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>iii) In case of import benefit in deemed export projects, bidder to indicate import content (CIF value) in the price bid.</p> <p>B.3. Physical export (if indicated)</p> <p>i) Prices are to be quoted considering following benefits</p> <ol style="list-style-type: none"> 1. ----- 2. ----- <p>ii) For availing above benefits BHEL shall provide following documents</p> <ol style="list-style-type: none"> 1. 2. <hr/> |

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| | <p>C. The prices are to be quoted on FOR (Destination) basis. The break-up of price shall be as under:-</p> <p>a) Ex-works Price: Ex- works price including packing & forwarding charges.</p> <p>b) Excise duty: ED as applicable is to be quoted as percentage in both un-price and price bid.</p> <p>c) Sales Tax: ST / VAT /CST (against C-form) to be quoted as percentage in un-price and price bid. In case of interstate sale-in-transit supplier have to provide E1/E2 form.</p> <p>e) Entry tax / Octroi Charges: Any Entry tax / Octroi applicable at destination / destination state shall be paid extra on proof of such payment.</p> <p>f) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is to be quoted.</p> <p>g) Type Test charges: If asked in the technical specification, is to be quoted separately for each Test along with taxes and duties applicable on them.</p> <p>h) Erection / Commissioning supervision charges: If asked in the technical specification, to be quoted separately along with taxes and duties applicable on them.</p> <p>Note: The purchase order shall be placed on Ex-works basis.</p> |
| 3. | <p>TERMS OF PAYMENT :</p> <p><RELEVANT OPTION TO BE SELECTED BEFORE ISSUE OF ENQUIRY></p> <p><u>For BOIs (non package items)</u></p> <p>100% payment along with taxes, duties, Freight & Insurance within 60 days from the date of receipt of complete invoice containing following documents in 3 sets (Original + 2 copies).</p> <ul style="list-style-type: none"> - Receipted LR - Excise invoice (if applicable) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, - MICC issued by BHEL, - Guarantee certificate, - Copy of Performance Bank Guarantee. <p><u>For BOPs : Air-Conditioning & Ventilation, Fire Protection, Illumination, Oil handling system where ETC is in scope of bidder</u></p> <p>a. 90% of Ex-works value alongwith 100% taxes, duties, Freight & Insurance within 60 days from the date of receipt of invoice. The invoice must contain following documents in 3 sets (Original + 2 copies)</p> <ul style="list-style-type: none"> - Receipted LR / RR - Excise invoice (where ED re-imburement is required) - Delivery Challan / Packing list (casewise) - Transit insurance certificate from under writers or Copy of Intimation of Transit Insurance duly endorsed by under writers, |

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| | <ul style="list-style-type: none"> - Despatch Clearance given by BHEL, - Guarantee certificate, - All Test reports and inspection reports, - Performance Bank Guarantee copy. <p>b. 5% of Ex-works value on completion of supplies as per billing breakup.</p> <p>c. 5% of Ex-works value on successful completion of Erection, Testing, Commissioning (To be certified by BHEL site) and final documentation (Against proof of submission to Engineering)</p> <p>Note: When ETC is not in scope last 5% as per (c) above shall be paid alongwith (b).</p> <p><u>Terms of payment for Type test charges:</u> 100% payment with taxes and duties on acceptance of test reports by BHEL on certification by BHEL engineering within 60 days from the date of receipt of clear invoice.</p> <p><u>Terms of payment for Supervision charges:</u> 100% Payment for services towards supervision of ETC shall be lump sum on pro-rata completion of each circuit breaker against certification by BHEL.</p> |
| 4. | <p>INTEREST LIABILITY In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.</p> |
| 5. | <p>GUARANTEE : The equipment / material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, which ever is earlier. The defective material / component shall be replaced free of cost at site.</p> |
| 6. | <p>PERFORMANCE BANK GUARANTEE :</p> <p>Bidder shall furnish along with first invoice Performance BG / deposit as per one of following 3 options.</p> <p>Option A: A single rolling Bank Guarantee of Rs 20 lakhs initially valid for one year for all the orders being executed for Transmission Business Group, BHEL.</p> <p>Option B: BG for 10% of the total Ex-works PO value, valid for 18 months from the date of PO delivery. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount. The PBG is to be kept valid for 18 months from the last item's delivery date of the PO. Note: The claim period of the BG should be 3 months over and above the validity of the BG as above.</p> <p>Option C: Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 24 months from the date of first delivery. Note : For Shield wire, Earthing material, Cable gland, Cable Trench material, GI/PVC pipe, Hardwares, Al tube, MS Rod, Lable & phase colour disc, HG Fuse, Ferrule, Lug, Marker, Stationary, Office eqpt. and any petty / sundry purchase no Performance bank</p> |

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| | <p>guarantee is required.</p> <p>The Bank guarantee shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC / any other Nationalised Bank. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG-BHEL.</p> |
| 7. | <p>FINAL ENGINEERING DOCUMENTATION: Final documentation as called in the specification is to be submitted within 3 months from the date of despatch of material. In case of default, the Performance BG is liable to be en-cashed.</p> |
| 8. | <p>INSPECTION : BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Despatch Clearance from BHEL.</p> <p>Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of 15 days.</p> |
| 9. | <p>DESPATCH DOCUMENTS : Following despatch documents are to be immediately sent to purchaser on despatch.</p> <ul style="list-style-type: none"> - Copy of LR - Copy of delivery challan / packing list - Insurance certificate - Guarantee certificate |
| 10. | <p>DELIVERY PERIOD: Bidder to specify delivery period in weeks from the date of LOI / PO.</p> <p>Time for conduction of type test, if required, is to be separately indicated.</p> <p><u>Note:</u> LR date or Invoice date whichever is later shall be considered as delivery date.</p> |
| 11. | <p>DELAYED DELIVERY: In case of delay in execution of order beyond the lot wise contractual delivery, an amount of ½ % of total Ex-Works Value per week or part there-of subject to maximum of 5% of total Ex-Works value of P.O. will be withheld.</p> |
| 12. | <p>VALIDITY : The offer shall be valid for 120 days from the due date of opening.</p> |
| 13. | <p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserves the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserves right to vary the quantities mentioned in the tender.</p> |
| 14. | <p>EVALUATION : Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the enquiry. Evaluation of offers shall be done on the basis of delivered cost to BHEL.</p> |
| 15. | <p>DEVIATION : The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p> |
| 16. | <p>ARBITRATION : All cases of disputes emanating from and relating to this contract, the matter shall be referred to the sole arbitration of Unit Head / GM, BHEL or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this</p> |

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| | contract in any manner) nominated by him to act as sole arbitrator. The arbitration shall be under ' The Arbitration and Conciliation Act-1996 ' and the rules there under as amended from time to time. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The venue of arbitration shall be any Indian city as decided by BHEL. |
| 17. | LEGAL SETTLEMENT : All suits/claims in respect of this contract shall be in the courts having jurisdiction at New Delhi |
| 18. | SUBCONTRACTING : In case further subcontracting of BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements. |
| 19. | RISK PURCHASE : In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/ component / equipment/ system from any other agency at the risk and cost of the successful bidder. |
| 20. | ADJUSTMENT OF RECOVERY: Any amount payable by the supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL. |
| 21. | FORCE MAJEURE CONDITION: If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of supplier the deliveries are delayed, supplier shall not be held responsible. |
| 22. | REVERSE AUCTION : BHEL shall reserve the right to exercise an option for "reverse auctioning" if required |

Signature of Bidder
Seal

Mentioned clauses of General Terms and Conditions are to be read as follows:

Clause 1:

2. Bid submission time: upto 02:00 PM of the due date of opening
3. Bid opening time: 02:30 PM on the same day.

Clause 2: PRICES

A.1.: Applicable

A.2.: Not applicable

B.1.: Not Applicable.

B.2. Applicable

Tax/Duties: ED is exempted against EDEC/PAC; there is no benefit available on import content for supplies from and Indian vendor. However vendor shall give all information required for issue of certificate in terms of GOI's excise/custom notification. Hence, responsibility of BSEB/BHEL shall be limited to issue of certificate only

B.3. Not applicable

Clause 3: TERMS OF PAYMENT

Terms for BOP is not applicable

Terms for BOI is applicable

Documents for payment:

1. Excise Invoice
2. Proof of material receipt (Receipted LR)
3. Guarantee Certificate
4. Insurance certificate
5. Packing list
6. Delivery Challan
7. BHEL MICC
8. Performance BG copy

Clause 6: PERFORMANCE BANK GUARANTEE

Option-A: Rolling BG is not applicable.

Clause 16: ARBITRATION

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

- Price bid to be opened only after vendor approval from customer/BSEB.

All remaining terms which are not mentioned here shall remain unchanged.

Note:

1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the two options mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).
2. Proposed delivery plan is Sep-2013; however vendor has to quote their best delivery plan in activity schedule.
3. Refer clause 24 (Technical Requirements of Equipments) of Section 3 for pre – qualification requirement

Mentioned clauses of General Terms and Conditions are to be read as follows:

Clause 1:

2. Bid submission time: up to 02:00 PM of the due date of opening
3. Bid opening time: 02:30 PM on the same day.

Clause 2: PRICES

A.2. Not applicable (Prices shall be firm as per Sl. No. A.1)

B.1. Not Applicable

B.2. Applicable

B.3. Not Applicable

Clause 3: TERMS OF PAYMENT

LR to be read as Bill of Lading/AWB.

Terms for BOP is not applicable

Clause 6: PERFORMANCE BANK GUARANTEE

Option-A: Rolling BG is not applicable.

Clause 15: DEVIATION

The bids having deviation(s) w.r.t tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.

Clause 16: ARBITRATION

The arbitration shall be under 'The Arbitration and Conciliation act 1996'.

- **Deviations must be mentioned in deviation schedule(s) and deviation mentioned, if any, elsewhere shall not be considered.**
- **Price bid to be opened only after vendor approval from customer/BSEB.**
- **Refer clause 24 (Technical Requirements of Equipments) of Section 3 for pre – qualification requirement**

All remaining terms which are not mentioned here shall remain unchanged.

Annexure A to GTC (BHEL/TBG/GTC/02-07) for Foreign Vendor

Enquiry No. 142E308 dtd. 23.11.12

Page 2 of 2

Note :-

- 1- Supplier has to specifically indicate / tick mark their preference for PBG out of the two options mentioned in clause no. 6 of General Terms and Conditions (BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.
- 2- Proposed delivery plan is Sep-2013; however vendor has to quote their best delivery plan in activity schedule.
- 3- Price Break up should consist of the following breakup :-
 - a- FOB port of Loading.
 - b- Marine Freight from load port to discharge port i.e. any Indian port.
 - c- Marine Insurance from load port to discharge port i.e. any Indian port.

Marine Freight and Insurance to be quoted separately.

BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates.

Freight & Insurance from discharge port to site – BHEL’s scope. Rates will be based on BHEL’s applicable rate contract for arriving at landed cost to BHEL. However vendor may also quote for the same.

Freight and Insurance to be quoted separately.

ENQUIRY NO. 142E308

Date: 23.11.12

ACTIVITY SCHEDULE

(To be filled - up by the supplier)

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

| SL. NO. | ACTIVITY | | ACTIVITY TIME IN WEEKS | CUMULATIVE TIME IN WEEKS FROM LOI/PO DATE | REMARKS IF ANY |
|---------|--|---------------------|------------------------|---|----------------|
| 1. | Receipt of P.O | | | | |
| 2. | Submission of P.O Acceptance | Max 1 week (7 days) | | | |
| 3. | Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. | | | | |
| 4. | Review and Approval of documents and issue of manufacturing clearance | | | | |
| 5. | Manufacturing Time | (A) | | | |
| 6. | Inspection and Issue of MICC | 'BY BHEL' | | | |
| 7. | Issue of other documents like Road Permits etc. | 'BY BHEL' | | | |
| 8. | Dispatch | | | | |
| 9. | Transit time upto Site. | | | | |

Note : 1) For item at Sl. No. 4) Vendor to reply to all queries within 3 days.

2) For Sl. No. 5) Inspection call for entire lot to be issued 2 weeks in advance. Date given in call for inspection should be within the period indicated in "A" for completion of activity at Sl. No. 6.

3) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.

2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

3) Qty to be offered for inspection should be in accordance within Delivery-schedule - lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery - lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of

Supplier

Date:

Un-Priced SCHEDULE (For Indian vendors only) (Part II)

(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

ENQUIRY NO: 142E308 Dtd: 23.11.2012

| | S.No. | Description of Item | Unit | Quantity | Unit Price Ex-works | Total Ex-Works | Unit F & I | Total F & I | ED @ ___ % of Col6 | CST / ST @ ___ % of (Col 6+9) | TOTAL (FOR Destination) PRICE (Rs.) |
|--|-------|---------------------|------|----------|------------------------|-------------------|---------------|-------------|-----------------------|-------------------------------------|---|
| | 1 | 2 | 3 | | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

- NOTE:** 1.VENDOR TO INDICATE APPLICABLE LOCAL TAX/VAT WITHOUT AS ANY CONCESSIONAL FORMS FOR TRANSACTION WITHIN THE STATE.LOCAL TAX/VAT _____
2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECHO-COMMERCIAL BID.
3. REQUIRED COPIES OF FORMAT BE MADE & DETAILS MAY BE ANNEXED.
4. THE PRICES MUST BE QUOTED IN THE PRESCRIBED UNIT ONLY.
- 5.IN CASE OF CST RATE AGAINST 'C' FORM SHALL BE QUOTED.

TENDERER

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. 142E308 Dtd 23.11.12

The following are the deviations/ variations exception from the General Terms and Conditions:

| SL.NO. | CLAUSE NO. OF GENERAL TERMS AND CONDITIONS | STATEMENT OF DEVIATION |
|--------|--|------------------------|
| | | |

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**This Format is to be submitted in original duly signed by bidder.
Reproduction of the same in any sort is not acceptable.**

Place:
Date :

Signature of the authorised representative of
Bidder's name :.....
Designation:.....
Company Seal:.....

SCHEDULE OF TECHNICAL DEVIATION

TENDER ENQUIRY NO. 142E308

DTD. 23.11.12

The following are the deviations/ variations exception from the Technical Specifications:

| SL.NO. | CLAUSE NO. OF GENERAL TERMS AND CONDITIONS | STATEMENT OF DEVIATION |
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In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

**This Format is to be submitted in original duly signed by bidder.
Reproduction of the same in any sort is not acceptable.**

Place:
Date :

Signature of the authorised representative of
Bidder's name :.....
Designation:.....
Company Seal:.....

ENQUIRY NO. 142E308

Dated: 23.11.12

BHEL/TBG/S01/01

CHECKLIST

SCHEDULE OF INFORMATION TO BE FURNISHED WITH THE OFFER

NOTE: This format is to be submitted in original only, duly filled in. Reproduction of this format on bidder's letter head or on other paper is not acceptable.

Put a tick mark on "YES" if the information is enclosed with the offer or put a tick mark on "NO" if the information is not enclosed or write "NOT APPLICABLE" if the information is not applicable.

| | | |
|----|---|----------|
| 1. | Technical offer with detailed schedule of equipment / material and spares enclosed. | YES / NO |
| 2. | Guaranteed Technical Particulars as per Section - 4 enclosed. | YES / NO |
| 3. | Schedule of deviation, if any, clause wise with respect to Technical Specification enclosed. | YES / NO |
| 4. | Standard Manufacturing Quality Plan enclosed. | YES / NO |
| 5. | GA Drawings with dimensions and weights & foundation / fixing details enclosed. | YES / NO |
| 6. | Drawing and Data submission schedule enclosed. | YES / NO |
| 7. | Type Test Reports enclosed. | YES / NO |
| 8. | Bar Chart showing the schedule indicating time required for design, manufacture, test and inspection, transport, erection, site testing and commissioning enclosed. | YES / NO |
| 9. | Makes of all components as per technical Specification enclosed. | YES / NO |

The above checklist is verified for:-

Offer Ref. :

Equipment :

Submitted by : M/s

Project Reference. :

Signed with Seal

Date