

AT/P.O: BANHARPALI,; DIST.: JHARSUGUDA, PIN:768234(ODISHA), INDIA Tel. 06645-289354 / 289356, Fax: 06645- 222254 / 222230.

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SAFE & CLEAN POWER IS OUR COMMITMENT AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against

NIT No. ITPS/ (Purchase)/2023-24 /54 (P), dt.19.01.2024 for supply of Safety Valves to IB Thermal Power Station.

Date for Issue of Tender Paper	19.01.2024 to 09.02.2024
Last Date of receipt of Bid	10.05.2024 by 15.00 hours (Revised)
Date of Tender Opening (Technical bid)	10.05.2024 by 15.30 hours (Revised)
Opening of price bid	To be intimated later on
Cost of Tender Paper	Bidder may download tender paper from our website free of cost.
Earnest Money Deposit	Rs.2,10,700/-(Rupees two Lakhs ten thousand seven
Larriest Moriey Deposit	hundred only)

Note: Before Submission of bid please ensure proper documentation is made as mentioned in the bid.

	AGM-Purchase
Issued to M/s	





ODISHA POWER GENERATION CORPORATION LIMITED

IB THERMAL POWER STATION

At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)

Telephone; 06645-289354/356. Telefax: (06645) 289 355,

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NOTICE INVITING TENDER

Two bid system sealed bids in the prescribed format are invited for supply of the following item to IB-Thermal Power Station, Banharpali as per the tender terms & conditions stipulated in the tender documents.

Tender No.	Description	Bid Sale / Issue date	Bid receipt / Opening	Bid Type
NIT No. ITPS/Purchase/	Supply of safety valves to IB	19.01.2024	10.05.2024	Two Bid
2023-24/ 54(P),	Thermal Power Station	to		
Dt.19.01.024		09.02.2024		

NB: (i) Time of submission/Receipt of bids: up to 15:00Hrs, (ii) Time of opening of bids: 15:30Hrs.

Tender Document will be available free of cost as per schedule mentioned up to 17:00 Hrs. from the office of the GM -PURCHASE, ITPS, Banharpali, Jharsuguda. Detailed NIT is also available at our website www.opgc.co.in. Any amendment and corrigendum to this NIT shall be posted in OPGC web page only.

Firms are requested to visit our website regularly for any amendment of the present bid till finalization of bidding process and information for participation against various tenders. **Tender documents can also be downloaded from our website.**

M/s OPGC Ltd. reserves the right to accept/reject/split any tender without assigning any reason thereof and will not be responsible for any delay in postal/courier.

Firms interested for registration for supply of different materials may submit application in the prescribed vendor registration format available in our website.

AGM-PURCHASE,

Check List for Bidders Prior to Submission of Bids

Sl. No.	Description	Yes/No & page reference
1	Whether the Technical Bid and Price Bid are submitted in separate covers and both the covers enclosed in a common envelope.	
2	Whether envelope A contains:	
	a) Earnest Money Deposit (EMD) amount	
	b) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	c) Technical Bid in the original Tender document and other supportive documents	
	d) The Profile of the Company	
	Letter of Authorization for signing the Tender document	
	f) The filled up and signed Technical Specification -	
	Audited Annual report for the previous two years	
	h) Certificate of incorporation of the company	
	i) Whether all the pages of the tender documents including of Annexures signed with official seal.	
	j) Blank Price Bid mentioning XXXXXXX where ever price is quoted as per their bid submitted in Envelope-B	
3	Whether Envelope-B contains:	
	Filled up and signed Price Bid documents in the price bid form in full, with price details	

PART-I TECHNO-COMMERCIAL BID:

Qualifying Requirement for the Supply of safety Valves:

Technical and Commercial QR:

- 1. Must have supplied the Safety Valves in any Thermal Power Plant capacity greater than 210MW/Boiler Steam flow rate greater than 650Tons/Hr.
- 2. At least Single purchase order value not less than Rs. 84.00 lakhs for the Supply of safety valves.

OR

At least of Two purchase contract of value not less than Rs 52.50 lakhs each for Supply of safety valves.

OR

At least of Three purchase contract of value not less than Rs42.00 lakhs each for Supply of safety valves.



- 3. Minimum Average Annual Turnover of the Bidder shall not be less than INR. 1 Cr. in last 3(Three) Years.
- 4. Bidder should not have been disqualified for the material quality in reputed Government Organization undertakings within last two years.
- 5. The offers of those bidders will not be considered for evaluation who have not executed/supplied the complete order on the ground of poor-quality material supply to OPGC or to other reputed PSU or any Large Power Utilities. OPGC reserves the right to verify with other PSU/other large Power Utilities for the execution of order based on the documents they submit by them and will take the decision in the cases of new vendors.
- 6. 5% of the basic PO value in the shape of DD/irrevocable bank guarantee from a nationalized bank executed on non-judicial stamp paper of appropriate value towards execution of the contract shall be submitted within 15 days of the release of this PO and same shall be released after successful completion of contract. In case of submission of BG, the BG validity period shall be 15months (12 months + 03 months claim period).

Note:

- For all qualification criteria all supporting documents to be provided.
- Owner reserves the right to obtain necessary documents and also to access the qualification of the Bidder, subsequent to submission of bid, as deemed necessary by Owner to establish bidder's qualification.
- Bidders who has earlier supplied the similar material to OPGC and the performance has not been found satisfactory need not apply. In case of submission of offer the offer will be rejected summarily.
- Party must give IBR approved certificate for the safety valves to be supplied.
- 7. EMD of INR.2,10,700/-(Rupees two Lakhs ten thousand seven hundred only) in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, ITPS Banharpali (Code No.028399)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.

Requisite EMD can be submit directly in our company name – Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India – 10765789090(Code No. 9510). Account number of Central Bank of India, ITPS Banharpali – 2062780721. Account number of Andhra Bank, Adapada – 066211011000005 (Code-0662). EMD can also be submitted in the form of Bank Guaranty (BG) in lieu of EMD for an appropriate amount drawn from any nationalized Bank on a non-judicial Stamp Paper.

NB: Vendor shall mention EMD towards TE No. - ITPS (Purchase)/2023-24/54(P) dt.19.01.2023 while making the NEFT/RTG. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number, UTR Number. Bank name to which the amount is credited must be clearly mentioned for tracking of the deposits.

 Bidders are to give their acceptance for participating in Reverse Auction for finalization of price bid for placement of order based on Reverse Auction/Sealed Price Bid/ combination of both Reverse Auction and Sealed Price Bid. E-RA will be held after opening of manual price bids and after CS vetting, lowest among the manual bids and after the e-RA will be considered further for evaluation. Non-acceptance to participate in Reverse Auction may result in non-acceptance of bids in the event of OPGC decides to go for Reverse Auction.



<u>NB:</u> OPGC reserves the right to go for reverse auction instead of opening sealed envelope price bid submitted by the bidder. This will be decided after techno-commercial evaluation of the bids and only the technically qualified bidders shall be eligible for participating in the Reverse Auction as per the terms & conditions there in at <u>Annexure-I</u> for "RULES AND REGULATIONS OF THE E-REVERSE AUCTION".

Reverse Auction shall be conducted through M/s MSTC, Bhubaneswar / Visakhapatnam
The transaction fee for e-RA will be @0.03% of estimated Price maximum up to Rs.10,000/- +
Taxes as applicable, payable to M/s. MSTC.

Other required Commercial points:

- 1. Item wise HSN Code with GST rate applicable to be indicated in the offer
- 2. Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC.
- 3. Dealer/ Distributor/Channel Partner should enclose valid authorization certificate from principal manufacturer.
- 4. Tender Specification/Make for Supply of aforementioned items shall be as per the tender specification & BOQ
- 5. Photo copy Valid PAN & GST number shall be submitted along with offer. Offer may not be considered if vendor fails to submit these documents.
- 6. Price shall remain valid for a period of 90 days from the date of opening of techno commercial bid.
- 7. **Payment terms:** 90% payment of basic value with full tax shall be made within 30 days from the date of final acceptance of material at our site & balance 10% shall be released within 90 days against submission of Performance Bank Guarantee for an amount equivalent to 10% of PO basic value which shall remain valid for a period of 12 months plus 03months claim period from the receipt of materials at our site. All payments shall be made in electronic mode. E-mandate to be submitted for release of payment. All Bank charges shall be to your account.
- 8. Delivery Period: Bidder shall deliver the material within 90 days from the date of placement of Purchase Order. Schedule of delivery shall be a point for consideration during evaluation of the bid.

 Note: Delivery extension beyond the delivery schedule is not acceptable in any circumstances.
- **9.** All Micro & Small Enterprises (MSEs) who are registered with DIC/ KVIC/ KVIB/ Coir Board/ NSIC/ DHH/ Udyog Aadhar Memorandum are eligible to get the benefit of exemption from payment of EMD & Tender cost and to get the exemption, the participating bidders have to obtain/ register as MSME for the specific service/ supply of goods/ both

10. <u>SPECIAL NOTE FOR BIDDERS:</u>

TENDERERS ARE REQUESTED TO QUOTE THE PRICE AND ITS' BREAK UP LIKE FREIGHT, P&F, ETC. ON ITEM.OFFERS WITHOUT PRICE BREAK UP AS MENTIONED MAY BE LIABLE FOR REJECTION.

PRICE OFFERED SHOULD BE FOR DESTINATION (OUR SITE) INCLUDING FREIGHT CHARGE, IB THERMAL POWER STATION, P & F, INSURANCE EXCEPT GST WHICH IS TO BE EXTRA ARE TO BE INDICATED IN TERMS OF PERCENTAGE OF BASIC PRICE OR WILL BE LOADED MAXIMUM WHILE COMPARING.TDS @20% SHOULD BE DEDUCTED FROM YOUR BILL IN CASE OF NON-SUBMISSION OF PAN DETAILS.

BIDS RECEIVED AFTER STIPULATED DATE & TIME SHALL NOT BE ENTERTAINED. OPGC SHALL NOT TAKE ANY LIABILITY ON ACCOUNT OF ANY POSTAL/COURIER DELAY. OPGC RESERVES THE RIGHT TO ACCEPT / REJECT ANY OR ALL TENDERS, SEEK ADDITIONAL CLARIFICATIONS, SPLIT UP THE SCOPE AMONG ELIGIBLE BIDDERS OR CANCEL THE TENDER ALTOGETHER WITHOUT ASSIGNING ANY REASONS THEREOF



-: ANNEXURE-I: <u>Cumulative Item List to be quoted as per above Price Format.</u>

SI.	Item name with part no.	o. <u>Specification of safety valves</u>	
No.			nos.
1.		SB LINE SAFETY VALVE-PR.40/38.4KSC Size NB/Inch 1.5/2.5, Design Parameters: Press 40 Kg/cm2 & Temp 325, Set Press: 40 Kg/cm2 IBR Certificate in original to be supplied along with material.	1
2.		PRDS Safety valve (Med cap),150NB Size-6"x8" Design Parameters: Press 21.5 Kg/cm2 & Temp 220, Set Press: 21.5 Kg/cm2. IBR Certificate in original to be supplied along with material.	1
3.		APRDS SMALL SAFETY VALVE, SIZE-21/2X4 Design Parameters: Press 20.0 Kg/cm2 & Temp 220, Set Press: 20.0 Kg/cm2 IBR Certificate in original to be supplied alongwith material	1
4.		Ejector Safety Valve -Size 4"x6" Size NB/Inch 4"/6", Design Parameters: Press 8.5 Kg/cm2, Set Press: 8.5 Kg/cm2 IBR Certificate in original to be supplied alongwith material.	1
5		SAFETY VALVE -HP HEATER Design Parameters: Press 19.2 Kg/cm2, Set Press: 19.2 Kg/cm2 IBR Certificate in original to be supplied alongwith material	1
6		Safety Valve H.P.Heater size-4" x 6", Rating 600# x 150) Design Parameters: Press 45 Kg/cm2, Set Press: 45 Kg/cm2 IBR Certificate in original to be supplied alongwith material	1
7	Safety valves	Drum Safety Valve Design Parameters: Press 178Kg/cm2, Temp 354 Set Press: 177 Kg/cm2. IBR Certificate in original to be supplied alongwith material	1
8		SH Safety Valve Design Parameters: Press 165Kg/cm2, Temp 540 Set Press: 164 Kg/cm2 IBR Certificate in original to be supplied alongwith material.	1
9		CRH Safety Valve Design Parameters: Press 45Kg/cm2, Set Press: 45 Kg/cm2 IBR Certificate in original to be supplied alongwith material.	1
10		Dearator Safety Relief Valve Design Parameters: Press 6.8Kg/cm2, Set Press: 6.8 Kg/cm2 IBR Certificate in original to be supplied alongwith material.	1
11		Extraction Safety Relief Valve Design Parameters: Press 7.2Kg/cm2, Set Press: 7.2Kg/cm2 IBR Certificate in original to be supplied alongwith material.	2

NB: 1. Interested bidders may visit to our site and take the measurement and get themselves clarified about the technical details of required items by seeing it physically before they submit their offers. They need to develop their drawing and get it approved by the authority of OPGC before manufacturing.



PROFORMA FOR SUMMARY QUOTATION for Technical & un-priced Commercial bid) Part-1

Tender No. ITPS/ (Purchase)/2023-24/54(P), Dt: 19.01.2024

SI.	Techno Commercial Points	OPGCL Needs	To be filled by
No.			the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted.	
		If not accepted, detailed	
		deviation and proposal.	
2	Party should have supplied same item of same	Party should have supplied	
	specification to other utilities	same spares to other utilities	
3	Submission of order copies of other customer in	Submitted / Not submitted	
	support of your Credentials	as per bid requirement.	
4	Bidder has to submit EMD either in shape of DD	Submitted/Not submitted	
	payable on State Bank of India (Code No. 9510)	(Details to be mentioned)	
	Banharpali/Central Bank of India, ITPS Banharpali		
	(Code-028399)/ Andhra Bank, Adapada (Code-		
	0662), Ib Thermal Power Station, Banharpali,		
	Jharsuguda in favour of Odisha Power		
	Generation Corporation Limited / RTGS/ NEFT.		
5	Security Deposit and Release of Security Deposit:	Accepted/ Not accepted.	
	05% of the basic PO value in the shape of		
	DD/irrevocable bank guarantee from a		
	nationalized bank executed on non-judicial		
	stamp paper of appropriate value towards		
	execution of the contract shall be submitted		
	within 15 days of the release of this PO and same		
	shall be released after successful completion of		
	contract. In case of submission of BG, the BG		
	validity period shall be 15months (12 months +		
	03 months claim period)		
6	Price Basis	FOR Destination Ib	
		Thermal Power Station.	
		Parties offering FOR	
		Ex. Works please give	
		The place of works.	
7	Packing & Forwarding charges	% or Rs in	
		Lumpsum Inclusive/	
		Exclusive.	
8	GST in % to be mentioned	Mentioned / not	
		mentioned	
9	Transportation Cost	Rs per No./Lump	
		sum. As extra/Inclusive	
10	Transit Insurance	% extra/inclusive	
11	Delivery Schedule	Within 90 days after	
		receipt and acceptance of	
		material ay site.	
12	Validity of offer	90 days from the due	
		date of opening date of	



		the Part-1 bid. (Techno	
		Commercial). Accepted/	
		Not accepted.	
13	Liquidated damage clause is applicable if delivery	Accepted/ not accepted.	
	is delayed beyond quoted delivery date @0.5%	Non acceptance shall	
	per week/part of week subject	lead to loading of your	
	to 5%of PO value.	Offer by 5%.	
14	90% payment with full tax shall be released	Accepted/ Not accepted.	
	within 30 days of successful completion of supply	(in case non acceptance	
	and balance 10% of the Contract basic value shall	loading shall be done)	
	be paid against submission of performance bank		
	guarantee for the period of guarantee /		
	warrantee period. Extra three months shall be		
	extended from validity of the PBG for settlement		
	of any issues arising at the end of		
	guarantee/warranty period.		
15	Payment to be made through RTGS mode	Accepted/ Not accepted.	
16	Guaranty / Warranty as per NIT	Accepted/ Not accepted.	
17	All Bank charges to vendor account	Accepted/ Not accepted.	
18	List of Deviation statement from tender norms.	Submitted/ Not submitted	
19	Acceptance to part Order	Accepted/Not Accepted	
20	e-RA participation acceptance	Accepted/Not Accepted	

Authorised Signatory: Name of the firm: Designation: Company Seal: Place & Date.

NIT GENERAL TERMS & CONDITIONS

- Sealed Tender is invited (in duplicate) for the supply of articles as per details overleaf
 addressed to the "General Manager-Purchase, OPGCL- IB Thermal Power Station invariably
 giving on the cover Tender Notice No., Name of the Articles, the date of opening and EMD
 details.
- 2. The quantities mentioned in the Tender Notice shall be deemed to be only approximate and will not in any manner whatsoever be binding on the OPGCL.
- 3. All tenders are to be submitted up to 15.00 hours on the opening date & they will be opened at 15.30 hours on the date specified. Representatives of the bidders those who choose to be present may attend the bid opening. If in any case the bid opening date is declared a public holiday or falls on PH the bid shall be opened on the next working day.
- 4. Tenders with a Validity of Less than 90 days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
- 5. The net price offered shall be on the basis of delivery F.O.R, IB Thermal Power Station site including GST, packing, forwarding, freight, insurance, entry tax and third-party inspection charges etc. if any. Packing should be made in transport worth packing to avoid any transit damage and should be clean and free from foreign materials. Special care for flammable and breakable items to be taken. Actual percentage of GST to be charged should be distinctly shown along with price quoted so that any change during the contract period by Govt. & statutory authority as applicable can be adjusted. Where it is not mentioned claims for payment of GST shall not be entertained on any ground.
- 6. GST registration number / PAN number must be indicated and submitted the supporting documents.
- 7. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name, Country of Origin etc. must be enclosed with tender.
- 8. Special attention of the tender is invited about the receipt of tender in time. Tenders received after the stipulated date and time due to any reason whatsoever shall not be considered. Bidders are requested to see that the tenders are delivered in the office before the prescribed date and time.
- 9. The delivery period quoted must be specific and realistic. The inability of the successful tenderers to execute orders in accordance with delivery schedules will entitle OPGCL to purchase the stores at the risk and cost of the contractors such failures will also be kept in view while considering that subsequent tenders.
- 10. With regard to acceptance of tender for earlier delivery it should be noted that if the PO is placed on higher tender in preference to the lowest acceptable offer in consideration of earlier delivery the vendor will be liable to pay to OPGCL, the difference between the PO rate and the lowest acceptable, in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the PO. This is without prejudice to other rights of the OPGCL under the terms of contract.
- 11. The time given for delivery or dispatch shall commence from the date of receipt of the purchase order. The bidder should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @0.5% per week or part of a week subject to maximum of 5% of the undelivered materials for the delayed period. Further the failure to



deliver or dispatch the stores or any consignment within the period prescribed for delivery or dispatch the purchased shall be entitled to with hold payment until the whole of the stores have been supplied. Also it is at the option of the Purchaser to purchase the materials from other at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch and the differential amount shall be recovered from the vendor. The purchaser has also at the option to cancel the contract if delay in delivery occurs and the contractor shall be liable for all loss or damage which may sustain by reason of such failure on the part of the contractor. In case where delivery schedule is not adhered to and there are increase in GST and impose of new duties after scheduled delivery period you shall bear the impact of those levies.

- 12. The bidders must note that the requisite amount of earnest money (EMD) must be paid in any one of the following forms.
 - (i) Bank Guarantee from a Nationalized Bank and operative till 03 months over and above the validity of the offer. The earnest money will be liable to be forfeited on revocation of the quotation expire of refused to enter into a contract after the award is made to the tender.
 - (ii) EMD of INR.2,10,700/- in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, ITPS Banharpali (Code No.028399)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited.
 - (iii) Requisite EMD can be submit directly in our company name Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India 10765789090(Code No.9510). Account number of Central Bank of India, ITPS Banharpali 2062780721. Account number of Andhra Bank, Adapada 066211011000005 (Code-0662)

NB: Vendor must mention EMD towards TE No.- ITPS/ (Purchase)/2023-24/54(P) dt.19.01.2024 while making the NEFT/RTG. Vendor must mention UTR Number, Bank name of OPGC SBI/Central Bank/Andhra Bank to which the EMD is directly credited through NEFT/RTGS to enable tracking of the deposits. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number.

The earnest money will be liable to be forfeited on revocation of the quotation expire of refused to enter into a contract after the award is made to the tender.

- 13. Vendors registered as MSME/NSIC/SSI units entitled for Exemption of EMD shall have to submit their written request letter seeking EMD exemption, minimum 02 days before the due date of submission and opening of the tender, along with supporting document of eligibility for exemption so desired. Tender without EMD shall be liable for rejection.
- 14. Successful tenderers will have to deposit security by the date specified in the Acceptance of Tender. In case they fail to deposit security by the specified date, OPGCL reserves the right to adjust the same from the payment pending with the OPGCL, ITPS, Banharpali.
- 15. EMD of the unsuccessful bidders shall be returned within 45 days of finalization of the Tender. Small scale industries/National Small Scale Industries Corporation shall be exempted from payment Earnest Money Deposit/Security Deposit/Tender Fee/Tenderers seeking exemption should enclose a photocopy of valid registration certificate with NSIC.



- 16. Successful tenders will have to deposit security by the date specified in the Acceptance of Tender in case they fail to deposit security by the specified date the OPGCL reserves the right to adjust the same from the payment pending with the OPGCL, ITPS, and Banharpali.
- 17. Payment shall be as per the NIT mentioned earlier. Bank charges always borne by the vendor.
- 18. Wherever samples are asked from bidders the same shall be submitted freight paid basis only and should reach the OPGCL within the stipulated date and time failing which to cognizance will be given to such samples which are received late.
- 19. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
- 20. Tendering firms are advised to quote as per our serials number specified in tender notice.
- 21. OPGCL Reserves the right to reject all or to any of the tenders or to accept the tender or to accept the tender either in full or in part or to split of the contract without assigning any reason.
- 22. Price discount if any should be typed both in words as well as in figure without any over typing. Alternations if any should be made clearly by crossing already entered rates and all such corrections should be attested by the tenderers under their full signature in no case there should be over writing and all tender with such over writing and all tender with such over writing shall be liable for rejection.
- 23. Quality of materials to be supplied should be brand new, free from all flaws, good finish and should be as per technical specification and relevant to IS specification. Only asbestos free material and Eco-friendly materials are to be offered and to be supplied. As a commitment use of asbestos material, recycled plastic carry bags and containers are banned. Predispatch inspection if any shall be carried out before dispatch at the vendor premises.
- 24. Wherever I.S. is available please quote as per I.S. only, otherwise quote the brand name.
- 25. In case of items of specific make, only manufacturers and their accredited agents/stockiest/ authorized dealers are entitled to quote. For this they should submit an attested copy of the printed price list along with tender.
- 26. The material supplied shall be guaranteed for any manufacturing defect or bad workmanship for a period of 18months + 03 months from the date of supply.
- 27. These terms and conditions shall from a part of the contract. The contract besides shall also be exclusively governed by our standard conditions of contract prescribed by OPGCL. No other terms and conditions whatsoever will be applicable in this contract.
- 28. All disputes or differences arises shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
- 29. Arbitration: In case of any dispute arising out of the supply or interpretation of meaning of the terms in these conditions of purchase or any alleged breach thereof, the same shall be referred to independent Arbitrator/s selected by the aggrieved party and consented by the other party. The arbitration shall be conducted in accordance with the provision of Indian Arbitration Act of 1996 or modifications thereof and award of Arbitrator shall be final and binding on both parties. The arbitrations shall be conducted at Jharsuguda or at such place as decided by Arbitrator. The cost, incidentally shall be borne by the vendor.
- 30. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.
- 31. (a) Preparation of comparative statement



The Proforma for comparative statement has been standardized and is as per annexure of manual. CS should be prepared as per proforma and loading actors to be used for loading are as mentioned below (if not mentioned specifically in the offer).

Freight 3% within 300 km 300 Kms. to 500 Kms. 4% 500 Kms. and more 5% Insurance 0.086%

(NOTE: Percentage loading will be limited to full truck/trailer load rate for each truck load).

(b) Payment terms loading

1.5% per month (wherever parties have quoted 100% through bank/advance against our standard and payment terms of 100% after receipt and acceptance of materials within 30days.) In case of payment through bank loading for a period 30 days and in case of advance payment along with P.O. the loading for the period of delivery period plus 30 days, may be taken. In case of 90% through bank & balance 10% within 30 days after receipt and acceptance of materials.

Loading factor will be 1.5*0.9= 1.35%. Accordingly, for other payment terms loading factors will be calculated.

However, payment term of 90% payment with full tax shall be released within 30 days of successful completion of supply and balance 10% of the Contract basic value shall be paid against submission of performance bank guarantee for the period of guarantee / warrantee period. Extra three months shall be extended from validity of the PBG for settlement of any issues arising at the end of guarantee/warranty period. will be loaded suitably as per the above formula to make it at par with other bidders.

- (c) Delivery term loading: If the delivery period required as per bid requirement is deviated the loading shall be done @0.5% per week or part thereof for the period over and above the stipulated delivery period.
- (d) If the PBG clause is not accepted or deviated loading for the same shall be done.

Loading procedures

Basic Price

Packing & Forwarding charges (on basic price only)

Goods & Service Tax (GST) on (Basic + P&F)

Freight on (Basic + P&F +GST)

Insurance on (Basic + P&F + GST+ Freight)

Payment Terms Loading on (Basic + P&F + GST+ Freight + Insurance)

In case on variable prices, Variable excise duty etc. the following norms/systems will be taken into consideration.

- (e) In case of price variation clause (without specific mention of quantum), 10% price escalation per annum may be proportionality loaded.
- (f) In case of the bidder stipulates Goods & Service Tax (GST) as applicable at the time of dispatch & specifies the present rate of Goods & Service Tax (GST) in such case the offer shall be evaluated considering the maximum rate of GST applicable for the product as per the Govt. Of India or as evident from the other bids received in the tender.

However, the liability of OPGCL shall be as per actual Goods & Service Tax (GST) at the time of dispatch, subject to production of Goods & Service Tax (GST) invoice. Further the rate of Goods &



Service Tax (GST) shall be restricted to as applicable within the contractual delivery period only. Increase in Goods & Service Tax (GST) rate in any due delay in supply beyond the contractual delivery period shall not be payable by OPGCL. However, the benefit of any decrease in Goods & Service Tax (GST) shall be passed on to OPGCL. In case bidders quote with Fixed Rate of GST the offer shall be evaluated accordingly. This will be subject to submission of GST invoice copy for having actually paid the GST or otherwise but claim for any upward revision will not be accepted at a later stage.

(Adverse loading in each factor to be done for comparison purposes, in case vender has not mentioned specifically. However, for placement of order, the lowest/beneficial terms will be indicated.)

-: ANNEXURE-II:Rules and Regulations of the e-Reverse Auction

Buyer's Name/Owner	Ib Thermal Power Station
	(A Unit of Odisha Power Generation Corporation Limited)
Auction To Be Conducted By	MSTC Limited
Name of the work	
Reference	
Date & Time Of	Auction Date: [To be intimated later]
Auction	Online e-Reverse Auction Time : [To be intimated later]
	URL: www.mstcecommerce.com/eprochome/opgc
Special Instructions	Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
Auto Extension of Closing Time	5 minutes
	NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05
	minutes and so on till 05 minutes idle time between the bids.
Decremental Value	Minimum decrement value will be intimated later.
Start Price	The start price shall be confirmed before start of the e-RA as
	decided by OPGC.

- **1.** For the proposed e-Reverse Auction, techno-commercially qualified bidders only shall be eligible to participate.
- 2. Bidders must be a registered user to bid for Buyer ("OPGC") in MSTC portal www.mstcecommerce.com/eprochome/opgc. Bidders need to have their Login ID and Password prior to e-Reverse Auction.
- **3.** Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon e-Reverse Auction invitation for particular Auction without fail.



- **4.** Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
- **5.** Buyer reserves the right to ban the bidder from participating in e-Reverse Auction without any explanation/reason at any stage of e-Reverse Auction.
- **6.** Buyer reserves the rights to extend / cancel the e-Reverse Auction.
- 7. E-Reverse Auction shall be conducted in Indian Rupees only.
- 8. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
- 9. Validity of bids: As mentioned in Tender Document.
- **10.** Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
- **11.** Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
- **12.** Buyer reserves the right to repeat the e-Reverse Auction of same package.
- 13. After opening of price bids, and CS vetting OPGC shall conduct reverse auction. The lowest evaluated bid of all the bids submitted in manual and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.
- **14.** The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
- **15.** If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, OPGC at its own discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.
- **16.** OPGC reserves the right to cancel the e-Reverse Auction process/ tender at any time, before ordering, without assigning any reason and may go for manual opening of price bids as per standard practice.
- **17.** OPGC shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, the decision of OPGC shall be binding on the bidders.
- **18.** Other terms and conditions shall be as per NIT, bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the NIT.
- **19.** If any item is not quoted by a bidder, the maximum price quoted by the other participated bidders for that item shall be considered for arriving evaluated price of that bidder.
- **20.** The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item inline with the price quoted w.r.t. each year and evaluated in the hard copy price bid.
- **21.** The price quoted in e-Reverse Auction is the total price for three years for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
- **22.** In case, the L1 Bidder in e-Reverse Auction and manual Tender happens to be the same bidder, then minimum price among both shall be considered as L1. If the bidder disagrees to accept the said condition, then his EMD shall be forfeited. Apart from this the bidder will be debarred from participating in future e-Reverse Auction/Tender of OPGC.
- **23.** Each Bidder shall get the final loading factor (%age of the quoted price) from OPGC before e-Reverse Auction for the deviations, if any, taken by them in the techno-commercial bid.
 - The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above.

Bidders are to give their acceptance for participating in Reverse Auction for finalization of price bid for placement of order based on Reverse Auction/Sealed Price Bid/ combination of both Reverse Auction and Sealed Price Bid. [NB: OPGC reserves the right to go for reverse auction instead of opening sealed envelope price bid submitted by the bidder. This will be decided after techno-commercial evaluation of the bids and only the technically qualified bidders shall be eligible for participating in the Reverse Auction as per the terms & conditions there in at Annexure for "RULES AND REGULATIONS OF THE E-REVERSE AUCTION".] Non acceptance to participate in Reverse Auction may result in non-



acceptance of bids in the event of OPGC decides to go for Reverse Auction (E-RA). In the event of such decision, the bidders shall have to deposit requisite non-refundable Transaction Fees for e-Reverse Auction to the account of MSTC Limited directly.

The non-refundable **Transaction Fees towards e-Reverse Auction** as mentioned above shall be deposited by all Techno-Commercially qualified bidders directly to the account of MSTC before E-RA launch schedule. The date of conduct of E-RA shall be intimated in later stage to Techno Commercially qualified bidders via e-mail. Before participation in e-Reverse Auction, the bidder has to register in MSTC e-Procurement Portal well in advance and submit the E-RA fee amounting to the value intimated by M/s. MSTC Limited.

NB: Reverse Auction shall be conducted through M/s MSTC, Bhubaneswar / Visakhapatnam

The transaction fee for e-RA will be @0.03% of estimated Price maximum up to Rs.10,000/- + Taxes as applicable, payable to M/s. MSTC

Part-II

Part-II is only the Price Bid which should contain the price & details of breakup of the trade discount, Packing, forwarding, Goods & Service Tax (GST), freight & insurance. Supervision and Installation Charges, Third party inspection charges etc. Bidders are to quote for their products as per the Items listed in the format given herein at <u>Annexure-I</u> under Technical Specification.

PROFORMA FOR SUMMARY QUOTATION for Price Bid (Part-II)

BIDDERS REF.: DATE:

SI.	Description of	Unit of	Qty.	Unit	Price	Packing	GST	Estimated	Transit	Total
N	the materials	Measur	Offere	Rate	Basi	&	(VIII	freight	Insuranc	Price F.O.R.
О	Equipment	ement	d(IV)	((V)	s	Forwarding)	/Specify	е	Destination
(1)	Service Item	(III)			(VI)	Charges (VII)		mode of	(specify)	(XI)=(VI+VII+VIII+IX+X)
	wise (II)							Transport	rate (X)	
								(IX)		
	Refer to									
	technical									
	specification									
	at ANNEXURE-									
	I & may quote									
	accordingly.									

- 1. BANK CHARGES (IF ANY)
- 2. INSPECTION Charges if any:
- 3. Super vision and installation charges:
- 4. (i) Deviation in tech. Specification- YES OR NO/ if yes details of the same.
- (ii) Deviation in commercial Terms & conditions- YES OR NO /if yes details with clause No.

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date



NIT No. ITPS/ (Purchase)/2023-24/54 (P), Dt: 19.01.2024

The above two bids should be sealed separately super scribing as Technical Bid/Price bid as the case may be and enclosed in third sealed envelope super scribing NIT No. ITPS/ (Purchase)/2023-24/54 (P) dt.19.01.2024 for supply of "safety valves" to ITPS due on 09.02.2024. Your offer should reach this office on or before Dt:09.02.2024 up to 15:00Hrs. Part-I (Technical Bid) shall be opened on same day 09.02.2024 at 15:30 in presence of either the bidder or their authorized representative. Parties who shall qualify in Techno –commercial bid shall be intimated to attend on a future date & venue to keep them present in the opening of Price Bid.

Tenders without EMD shall not be accepted. Offer received late due to postal or courier delay shall not be entertained. The bidder at their interest should ensure delivery of the bid well in advance.

S/d: AGM, Purchase



Dear Sir,

Odisha Power Generation Corporation Limited IB Thermal Power Station

Bank MANDATE FORM for e-payment (To be submitted in Duplicate)

To.
Orissa Power Generation Corporation Ltd.
Ib thermal power station,
Banharpali,
Orissa

Sub:- Authorization for release of payment due from OPGC Ltd through e-mode facilities of RTGS / NEFT / Internet Banking.

We are the regular contractor/Supplier to your organization and are executing work /supplying materials under different Contracts/ Purchase Orders to OPGC Ltd. We request you to release the payment of the outstanding amount electronically i.e, through RTGS, NEFT, Fund Transfer or any other suitable way. The details of our bank account are as follows:

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the	Party:			
2. Address of t	he Party			
E-mail ID Permanent Acco	Pin Codeunt Number			
Bank Name		Branch Name		1
Branch Place		Branch City		1
Pin code		Branch Code		ı
MICR No				İ
Account Type	Savings:	Current:	Cash Credit:	1
	appearing in the Cheque Bo			ı
Xerox copy of a and Account num	cheque of your bank for ensu		ed by the Bank. Please attach ame, branch name & code	
IFSC Code				Ì
I hereby d delayed or Power Ger particulars	not effected for reasons neration Corporation Ltd	s given above are corre of incomplete or incorre responsible. I also un	ct and complete. If any tra ect information, I shall not hadertake to advise any char or purpose of credit of amou	nold Orissa nge in the
Place: Date:		Signature of the Party /	Authorized Signatory	
Certified that particul	ars furnished above are corre			
Bank's Stamp: Date:	(Sig	nature of the Authorize	d Official from the Banks)	ı



PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY

(On Non-Judicial stamp paper of Appropriate value)

Ref: Date: Bank Guarantee No.				
To Odisha Power Generation Ib Thermal Power Station At/Po- Banharpali, Dist-Jharsuguda-768234.	,	••		
Dear Sir, In consideration of Odish Zone – A, Fortune Towe which expression shall assigns) having Nodt Registered / Head office	rs, Chandrasekh unless repugnal issued	nar, Bhubaneswa nt to the subject Tender _to M/s	r-751 023 (hereinaf t or context includ Specification	ter called the "Owner" e its successors and Against NIThaving its
the Bidder) who wishes agreed to accept an in Rs. condition for participation	to participate in revocable andvalid up toin the said tende	the said tender unconditional B	for and you, as a ank Bid Guarante On behalf	special favour, have te for an amount of of the Bidder, as a
We, the one of our branches at do	Bank	incorporated un and havi	ider ng our Registered	law and having office/Head office at
the "Owner" immediately to the extent of the said Any such claim/demand irrespective of any disputand shall remain valid urequired, the same shall	on demand with sum of Rs made by the sate or differences up to be extended to	nout any demur r (Ru aid "Owner" on u raised by the Bi If ar such required p	eservation, protest, spees s shall be conclusidder. This guarante for further extension period on receiving	contest and recourse only). ve and binding on use shall be irrevocable of this guarantee is
We, the said Bank lastly previous consent of the tenderer or the said Bank authorised officer, has	undertake not to owner in writing s shall not discha	revoke this guar and agree that a arge our liability.	rantee during its cu any change in the c In witness where o	constitution of the said f the Bank, through its
Witness: (Signature)			(Signat	cure)
Name			Name	
				ation with Bank stamp) al Address
				per Power of Attorney
Date				



FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE) (Applicable to Bid value more than Rs.25 lakh only)

To Orissa Power Generation Corporation Ltd., Ib Thermal Power Station, At/Po-Banharpali, Dist-Jharsuguda-768 234.

In consideration of the Orissa Power Generation Corporation Ltd. (Ib Thermal Power Station) having registered office at 7th Floor, Module – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the "Owner / OPGC" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed to the price, terms and conditions of Tender and Letter of Intent bearing no dated issued which has been unequivocally accepted by the Contractor M/s
for the work of (hereinafter called the said contract) to accept a performance Guarantee as herein provided for Rs (Rupees
only) from a Nationalized bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment of the terms and conditions contained in the said contract by the said contractor, We the Bank
(hereinafter referred to as "the said Bank" and having our registered office at do
hereby undertake and agree to indemnify and keep indemnified OPGC from time to time to the extent of Rs. (Rupees only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by OPGC on demand and without demur to the extent aforesaid.
2. WeBank, further agree that OPGC shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC on account thereof and the decision of OPGC that the said contractor has Committed such breach or breaches and as to the amount or amount of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC from time to time shall be final and binding on us.
3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of OPGC under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee, subject, however, that OPGC shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract i.e. (Date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank not with standing the fact, that the same is enforced

4. OPGC shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract and either securities available to OPGC and the said Bank shall not be released from its liability under these presents by any exercise by OPGC or of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of OPGC or any indulgence by OPGC to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

after the expiry of the said period.



5. It shall not be necessary for OPGC to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which OPGC may have retained or obtained from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

consent of OPGC in writing and agree that	any change in the Constitu If any further extension of ing instructions from	during its currency except with the prior tion of the said Contractor or the said Bank this Guarantee is required the same shall be f this guarantee is issued.		
IN PRESENCE OF WITNESS		For and on behalf of (Bank)		
1. Signature				
2.	Name & Designation			
	Authorization	Authorization No		
	Date	& Place		
	Banker's Sea	l		
Notes: 1. For Proprietary Concerns: Sri	r	esident of the same & style of		
said contractor" which expression shall ur administrators and legal representatives).	nless the context requires o	(hereinafter called "the		
Section 1.02: For partnership Concerns		· · · · · · · · · · · ·		
M/s office expression shall unless the context require representatives). The names of their partners.	(hereinaft es otherwise include his hei	er called "the said contractor" which		
(II) Sri	S/o	etc.		
Section 1.03: For Companies:				
M/s	state of a company the context requires otherw	registered under the Companies Act, (hereinafter called "the said vise include its Administrators, Successor		



PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (On Non-Judicial Stamp paper of Appropriate Value)

1.0	In consideration of OPGC Ltd. Having its registered office at Zone-A, 7 th Floor, Fortune Tower, Chandrasekaharpur, Bhubaneswar-751023, Orissa herein-in after called the "Owner" which expression shall unless repugnant to the subject or context include its successor & assignees) having awarded to M/s			
	at			
	shall unless repugnant to the subject or context include its successor, executors & assignees) a			
	contract by issue of Owner's Letter of Intent No dt dt and the			
	same having been unequivocally accepted by the contractor resulting in a contract bearing No.			
	and the contractor having agreed to provide a contract performance			
	(Scope of work)			
	Guarantee for the faithful performance of the entire contract equivalent Rs			
	10% (ten percent) of the said value of the contract to the owner for satisfactory performance of the			
	equipment/materials supplied (as detailed in the said agreement) during the Guarantee period (as detailed in the said agreement) and for the due fulfillment by the contractor(s) of the terms and conditions contained in the said agreement.			
2.0	We(here-in after referred to as " the bank"			
	(Name & address of Bank)			
	having its Head Office at			
	undertake to pay the owner, on demand any and all amount payable by the contractor not exceeding			
	Rs(Rupees			
) only as aforesaid at any time upto			
	, - , - , - , - , - , - , - , - , - , -			
	(days/month/year)			
3.0	We do hereby			
	(Name of Bank)			
	undertake to pay the amounts due to and payable under this guarantee without any demur,			
	reservation, contest, recourse or protest and/or without any reference to the contractor. Any such			
	demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any			
	other authority. The bank undertakes not to revoke this guarantee during the currency without			
	previous consent of the Owner and further agrees that the guarantee herein contained shall continue			
	to be enforceable till the owner discharges this guarantee.			
	The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers shall have no claim against us for making such payment.			
4.0	We further agree that the			
	(Name of Bank)			
	guarantee herein contained shall remain in full force and effect during the period that would be taken			
	for the performance of the said Agreement and that it shall continue to be enforceable till all dues of			
	OPGC have been fully paid and its claims satisfied or discharged until OPGC certifies that the terms &			
	conditions of the said Agreement have been fully and properly carried out by the said contractor(s)			
	and accordingly discharges this guarantee.			



5.0	We further agree with the				
	(Name of Bank)				
	OPGC that OPGC have the fullest liberty without our consent and without affecting in any manner our				
	obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time				
	to time any of the powers exercisable by the OPGC against the said contractor(s) and to for bear or				
	enforce any of the terms and conditions relating to the said agreement and we shall not be relieved				
	from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the OPGC or any indulgence				
	by the OPGC to the said contractor(s) or by any such matter or thing whatsoever which under the law				
	relating to sureties would but for this provision have effect of so relieving us.				
6.0	Bank or the contractor(s)/suppliers(s).				
7.0		ein a)Our liability under this bank guarantee shall not exceed			
	Rs] b) This bank				
	guarantee shall be valid upto				
	thereof under this B.G only and only if the beneficiary/Govt. serves upon the bank a written claim or demand on or before				
8.0		lastly undertake not to revoke this			
	(Name of Bank)				
	guarantee during its currency except with the previous consent of the OPGC in writing. Dated the200				
	Dated the	aay of200			
9.0		reinabove our liability under this guarantee is restricted to(Rupees			
		only) and this guarantee is valid			
	upto We shall be released and discharged from all liabilities hereunder unless a				
	written claim for payment under this guarantee is lodged on us within three months from the date of				
	expiry of the guarantee i.e. on or before Irrespective of whether or not the original guarantee is returned to us.				
	The confirmation of this Bank Guarantee is available within our controlling office. The beneficiary in				
	his own interest should obtain such confirmation from the controlling office at the following address				
WITNESS with address		For and on behalf of (the Bank)			
		Signature			
1		Name			
		Designation			
2		Authorisation No			
		Seal of the Bank			