

	(UNDER JURISDICTION OF DHANBAD ONLY) Bharat Coking Coal Limited (A Subsidiary of Coal India Limited) (A GOVT. OF INDIA UNDERTAKING) OFFICE OF THE GENERAL MANAGER (MM), WASHERY DIVISION Saraidhela, Post- Saraidhela DHANBAD-828127 (Jharkhand) Phone No. 0326-2222647 Fax No. 0326-2222644
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SUPPLY/PURCHASE ORDER	UNDER JURISDICTION OF DHANBAD ONLY
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Ref No: BCCL/PUR/300204/Secondary Crusher/08-09/02	Date: 25.10.2012
To	
M/S McNally Sayaji Engineering Ltd	
PO Kumardhubi Dist Dhanbad,	
Jharkhand 828203	
FAX No. -06540-273015.	
Ph. 06540-273010/272235	
(Vendor Code: 1/25/M/S/010)	

Sub: Supply of Secondary Crusher

Ref: i.Tender No BCCL/PUR300204/Secondary Crusher/08-09/133 opened on 25.03.2010.
 ii Offer NoCEC-1242/MKA Dt25/03/10
 iii Your letter noCEC-1242/MKA Dt 25.6.10, CEC-1242/MKA Dt25.9.10, noCEC-1242/MKA Dt 19.11.10, CEC-1242/MKADt28.1.11, No CEC-1242/MKA dt 23.5.12, No CEC-1242/MKA dt 29.9.12.,
 iv Our letter no PUR/300204/ Secondary Crusher/08-09/593 Dt 28.5.10, No 2579 Dt 9.11.10

Dear Sirs,
 With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for **Supply of Secondary Crusher** at the following price, terms and conditions:

1. SCOPE OF SUPPLY:-

Sl. No.	Item	Qty	Rate	Value
1	1200mm x 1400mm Rev. Hammer Mill with motors, but without electrical, controls & foundation bolts (detailed technical specifications as per Annexure I)	02 Nos.	29,70,000.00	59,40,000.00
2	Installation & Commissioning charges of 1200mmx1400mm reversible hammer mill with motor	02 Nos.	2,47,500.00	4,95,000.00
3			Excise duty &	7,34,184.00

			cess @ 12.36% on (1)	
4			Vat @5% on (1+3)	3,33,709.00
5			Service Tax 12.36% on (2)	61,182.00
			Total	75,64,075.20

Total value Rupees Seventy Five Lakhs Sixty Four Thousands Seventy Five and Paise Twenty Only.

NB Detailed Technical Specifications enclosed as Annexure I

TERMS & CONDITIONS:

Other terms and conditions of purchase shall be as follows.

1. Price on F.O.R. destination basis inclusive of Packing & Forwarding and Freight & Insurance charges.
2. ED and Cess - Payable extra as applicable at the time of supply. The present rate is 12.36%.
3. JVAT shall be payable extra as applicable at the time of supply. The present Rate is @5%.
4. Delivery: **Within Six Months** from date of receipt of this purchase order. **Safe arrival of materials shall be your responsibility.**
5. Installation & commissioning shall be done by you.
6. TAX INVOICE CUM CENTRAL EXCISE INVOICE shall be submitted by you & it shall must contain the following statutory particulars in respect of both **the Supplier** and **Consignee** besides other details regarding Invoice No & Date, Purchase Order No & Date, Challan No. & Date, Time of removal of goods, Transporter’s Name, Mode of transport and vehicle registration No, Description of Goods & CETSH Code etc.

Full Address
VAT TIN No.
CST No.
State Sales Tax Regd. No., if any
S.S.I. Regd. No.
Central Excise Duty Regd. No
Central Excise Range (Code)
Central Excise Division (Code)
Central Excise Commissionerate (Code)

7. The Invoices must be submitted to the Consignee in 6 copies, out of which first copy must be marked as **“Original for Buyer”** and other copies as “Extra Copy” besides the copy marked as **“Duplicate for Transporter”** (for availing CENVAT Credit by the Consignee/ Area).
8. The INVOICE must exhibit each element of Taxes and Duties indicating the %age charged and rounding off to the nearest rupees (element wise) indicating the material value and affixed with a pre-receipted Revenue Stamp.
9. The JVAT 404 is also to be submitted to the Consignee (respective AFMs of BCCL) within the prescribed time limit in the prescribed manner under JVAT Act which will be submitted to AFM of the concerned Areas of BCCL for availing VAT Credit.

- 10 Payment: 80% payment shall be made within 30 days after receipt /acceptance of material or receipt of Bill whichever is later against submission of Performance Bank Guarantee as per clause 16 of this order. Balance 20% & 100% installation & commissioning charges within 30 days after successful installation & commissioning against submission of certificate for the same from the project officer of Dugda Coal Washery.
- 11 Consignee – **Project Officer, Dugda Coal Washery, P.O. Dugda Coal Washery, Dist. Bokaro - 828414 Jharkhand.**
- 12 Paying Authority- **GM (F) MM, Level IV, Commercial Building, Koyla Bhawan, Dhanbad-826005**
- 13 Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

14. Security Money: - You will deposit Security Money in the form of Bank Draft/ Bank Guarantee (**format as per Annexure –II**) of any schedule Bank for 10% value of the order (value means F.O.R destination price inclusive of all taxes & duties etc) within 15 days from the date of receipt of order. Bank draft should be drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad. In case you fail to deposit the same, the supply order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you. Security Deposit shall be refunded to you, on request, within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited. Security money may be converted in to Performance Bank Guarantee, however at the time of conversion of Security money into PBG, the amount should not be less than 10% of the landed value of order as per clause 13 of this order.

In case of submission of security deposit in form of Bank Guarantee , the validity of the same shall be for a period of three months beyond the expiry of the delivery period.

15. Identification Mark:–The word BCCL along with Manufacturer’s distinctive identification mark/symbol & part no, where-ever available must be clearly embossed/punched/engraved on each & every item, as far as practicable, at a visible place, which is not subject to normal wear & tear, for convenience of identification at any time. Apart from this a tag may be attached in each part/item giving identification make, part no, description, year & month of manufacture etc. However, for the items where embossing/engraving/punching is not possible shall be packed separately & packing cover/box/case shall be tagged with identification mark. OEM/OES of equipment, OM of any tendered items or their authorized distributors are exempted from putting ‘BCCL’ identification mark.

16. Performance Bank Guarantee:– A Performance Bank Guarantee of scheduled/ Nationalized Bank in India valid for 03 months beyond the expiry of **Guarantee & Warranty** period for 10% value of the order (Value means FOR destination price including taxes, duties, transportation & Insurance charges and other charges) as a coverage towards satisfactory performance against the contract must be submitted to this office before supply of the materials **as per the format at Annexure III .**

17. Inspection & Tests:-

- i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

- ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination, when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.
- v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

18. Penalty for Failure to Supply in Time (L. D. Clause)

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited shall be entitled at its option either to enforce the following :

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% .
- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply /or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also/or
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above except in case of force majeure condition.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating , in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

19. Price fall Clause:-

i)The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to **GENERAL MANAGER (MM), Washery Division, BCCL At/PO: Saraidhela, Dhanbad-828127 (Jharkhand), INDIA**, and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced.

20. Submission of Bills- Pre –receipted stamped original bill for 80% of material value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, Manufacturing test certificate ,and other relevant documents as mentioned in this order should be submitted to the Paying Authority through Consignee only. Bill for balance 20% of material value of the order and 100% Installation & Commissioning charges shall be submitted to the paying authority along with a certificate towards satisfactory installation & commissioning of the pumps from the consignee.

21. Bank Details: -

a) Name of the Bank	State Bank of India, Specialised commercial Branch, DHANBAD
b) Name of the Branch with complete address	Bank More DHANBAD 826001
c) MIRC Code -	826002017
d) Party's Account Style	Cash Credit Account
e) Party's nature of Account	Cash Credit
f) Party's Account No.	31033675147
g) IFSC No	SBIN0006541

22. Composite Guarantee /Warranty:-

The supply shall be covered by the maker's standard guarantee as follows;

The supplier shall warrant that the equipment supplied under the contract / supply order

i) is new, unused & of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

ii) Is in accordance with the contract specification.

iii) Shall have no defect arising out of design, materials & workmanships.

The supplier shall guarantee for the satisfactory performance of the complete equipment /stores against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In the event of any defects in design, materials & workmanships in aforesaid period is found due to faulty design & poor workmanships , the defective part/parts will be replaced by the supplier at site free of cost within 30 days of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within two weeks of the breakdown, being intimated to them.

The Guarantee / composite Warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that necessity of having to approach different manufacturers of various components/assemblies shall not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts during the warranty period free of cost. The responsibility to collect the defective/rejected materials shall lie with the supplier & cost for such collection will have to be borne by the supplier.

23. Technical Support & Services: – In addition to normal after sales & services, you shall render technical support, services and training to operational & maintenance personnel to ensure proper fitment, proper usages, maintenance & satisfactory performance of the items supplied.

24. Manufacturer's Test Certificate:- You will submit 'MANUFACTURER'S TEST CERTIFICATE' along with supplies certifying that "items have been manufactured strictly as per best known design, has undergone strict quality inspection before supply and are covered under standard warranty for quality & workmanship"

25. You shall provide detailed equipment drawing, literature, operation maintenance and spare parts manual along with the supplies of secondary crusher..

26. Packing: - Proper packing of the goods shall be ensured to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

27. Mode of Dispatch: – The stores shall be dispatched by road on freight paid basis

28. Force Majeure Clause

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

29. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

30. ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER THE NIT OF THE ABOVE REFERRED TENDER.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed within 15 days of the date of issue of this order as a token of acknowledgement & acceptance to this order

or else it shall be construed that you have accepted the order for its execution on its terms & conditions.

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

Enclosed
Annexure I- Detailed Technical Specification
Annexure II- Format for Bank Guarantee for Security Deposit
Annexure III- Format for Performance Bank Guarantee.

(S. AHMAD)
M T (MM)

(P. K. Nayak)
GM (MM)

INDENT REFERENCE

Indent No. and Date	Budget Certification/FC No. & dt.
1. CAP/4450006/2008 Dt 26.05.2008. 2. IR No 0204(08-09) Dt 29.12.2008.	1. eBC No. BCCL/HQ/PP/CM (F)/12-13/P&M/WD/A-14/59/INDENT dated 19.03.2012/ for Rs 73,59,877.00/- (Rs Seventy Three Lakhs Fifty Nine Thousands Eight Hundred Seventy Seven only), & BCCL/P&P(F)/CAP/BC/12-13/P&M/WD-DUGDA/112/50 Dt 25.6.12 for Rs 2,04,198.00 AND A TOTAL AMOUNT of Rs 75,64,075.00 vide BCCL/P&P(F)/CAP/FC/12-13/P&M/WD-DUGDA/46/36 Dt 25.6.12. 2. EFC No. (i) 12-13/WD/112/50/7/2eFC for Rs 2,04,198/- (Rs Two Lakhs Four Thousand One Hundred and Ninety Eight only) (ii) 12-13/WD/A-14/59/8/4eFC for Rs 73,59,877/- (Rs Seventy Three Lakhs Fifty Nine Thousands Eight Hundred and Seventy Seven only) i.e. a total of Rs 75,64,075/- (Rs Seventy Five Lakhs Sixty Four Thousand and Seventy Five only.)

This order issues with the concurrence of D (F) and CMD, BCCL
Copy to:

1. CGM (I/c) (Ws)
2. GM (F), MM, Koyla Bhawan.
3. GM (WWZ), P.O. Mohuda, Pin. 828305.
4. Project Officer, Dugda, Coal Washery.
5. Depot Officer, Dugda Coal Washery.
6. Area Finance Manager, Dugda Coal Washery.
7. MM (Tech Cell), MM Div, Koyla Bhawan.
8. Master File/Office Copy.

(ANNEXURE II)

BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of M/s **Bharat Coking Coal Limited** (a subsidiary of Coal India Limited), Dhanabadi (herein after called "the company") having agreed to exempt M/s from the demand, under terms and conditions of an agreement/ order No.datemade between the company and the said contractor (s) for (Herein after called " the said description of the agreement/ order") of Security Deposit for the due fulfillment by the said contractors(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs..... (Rs.....) only.

1. We,(indicate the name of the Bank with address) (**Herein after referred to as "the Bank"**) **at the request of the contractor(s) do** hereby undertake to pay to the company an amount not exceeding Rs.....against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We,(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said contractor (of any of the terms and conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have no claim against us for making such payment.
4. We..... (Indicate the name of 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 agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before thewe shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of bank) further agree with the company..... to the company shall 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 company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for would, but for this provision, have effect of so relieving us all. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the bank shall pay to the company the said sum of Rs.....or such lesser sum as may then due to the company and the company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. The Bank has under its constitution power to give this Guarantee and Mr..... who has signed it on behalf of the Bank have authority to do so.

8. We,lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

Dated theday of.....

Signature of the authorized person
For and on behalf of the Bank

LETTER OF PERFORMANCE GUARANTEE

1. M/sa company having its office at.....(hereinafter called the supplier) has entered into a Contract No.....with Bharat Coking Coal Limited, Dhanbad (hereinafter called the Purchaser) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the contract will be made to the Supplier in terms of the said Contract on the seller furnishing to the Purchaser, a Bank Guarantee for the sum of Rs.....equivalent to 10% of the value of the contract by the seller, as Security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by purchaser by reason of any breach by the said supplier of any of the terms or conditions contained in the said contract.

1. We,.....Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Supplier of any of the terms or conditions contained in the said contract or by reason of the Supplier's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the supplier regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. We,Bank Ltd further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said Contract have been fully paid and its claims satisfied or purchaser certifies that the terms and condition of the said Contract have been fully and properly carried out by the said Supplier and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date to be given)months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
3. We, Bank Ltd. further agree with said Purchaser that the Purchaser shall 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 contract/ agreement or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier and

to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the purchaser or any indulgence by the Purchaser, to the said supplier 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. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the said supplier beyond the period specified above, the Bank shall pay to the Purchaser the said sum of Rs..... (Specify the amount) or such lesser sum as may then be due to the purchaser and as the Purchaser may demand.

- 4. We,.....Bank Ltd lastly undertake not revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
- 5. The Bank has under its constitution power to given this guarantee and Mr. , Manager, who has signed it on behalf of the Bank has authority to do so.
- 6. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

DatedDay of.....

Signature of the authorized person
For and on behalf of the Bank