

CORRIGENDUM

SUB : CORRIGENDUM against Tender No. ICAT-T-IOCS-2023-24-123

While floating of the tender for IOCS, following clauses were missed or inadvertently mentioned which needs correction. In order to receive the accurate and precise bid against our tender, the bid submission date has also been extended till 5th February 2024.

Amendments :

Tender Reference/Clause No.	Tender Condition	Specific clause to be revised as/incorporated as
NIT	Work Completion Period	Work Completion Period to be read as Implementation Period.
NIT – clause to be incorporated	Subscription, Maintenance & Storage on cloud with backup and restore facility plus hosting of application	5 years from the date of successful implementation. Please refer NIT for Implementation Period.
NIT – Preference to Make in India	Preference to Make in India: As per the revised order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. The purchaser reserves the right to give preference to the local supplier	Bidders to comply with GoI order w.r.t. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time. (https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf)
NIT - Last date/Time for submission of Sealed Bids	Up to 1700 Hrs on 22/01/2024, at ICAT, Manesar, Gurgaon, India	To be revised as Up to 1700 Hrs on 5 th February 2024, at ICAT, Manesar, Gurgaon, India
NIT - clause to be incorporated	Date/Time of opening of technical bids	Up to 1400 Hrs on 6 th February 2024 at ICAT Centre – 1, Manesar, Gurugram, India
Main Tender, cl. 2.1 (Instruction to bidders)	Bid submission Guidelines	<ul style="list-style-type: none"> ➤ Bidders are instructed to drop their sealed bids in the Tender Box which is placed at ICAT Reception Office, after the entry by reception office OR Gate Entry by the security supervisor in the Tender Register if bid submitted after office hours. ➤ Bid shall be properly sealed, Tender Reference No, Description of Tender must be mentioned on the top of the outer envelope. Bidder must mention their Company Name and their complete contact details along with mobile number. ➤ Bids need to be submitted on or before the last date for submission of bids. <p>Note: If it is found that above instructions at Sr. 2.1 are not adhered, the bid may be disqualified at the sole direction of ICAT.</p>
Main Tender, cl. 4.1 (Earnest Money Deposit)	To be incorporated	Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE

		Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids)
Main Tender, cl. 14 (Issuance of PO)	To be incorporated along with clause already mentioned in the referred clause of tender	<ul style="list-style-type: none"> ➤ Initial Purchase order will be released for the Implementation and subsequently one year subscription, maintenance & Storage on cloud with backup and restore facility plus hosting of application after implementation. ➤ The Purchase Order for rest 4 years towards subscription, maintenance & Storage on cloud with backup and restore facility plus hosting of application will be released year wise after satisfactory performance of last year.
Main Tender, cl. 16.1 (Performance Bank Guarantee)	Refer tender clause	To be replaced with : Within 15 days of date of acceptance of LOI, the Successful Bidder shall execute a Performance Bank Guarantee as per the Form d), from a scheduled Bank, for an amount equivalent to the 10% of the contract value of 1 st year, which shall be kept valid for the entire period of contract i.e. 5 years. The successful bidder may submit the PBG for 1 year initially which can be extended after completion of each year. The PBG shall be made in INR (Indian rupee) only
Main Tender, cl. 20.2 (Annual Maintenance Contract)	Refer tender clause	To be replaced with : The AMC/support for the five following years after implementation shall be quoted year-wise separately. During this period the Bidder shall comply with all the terms and conditions as mentioned above.
Main Tender, cl. 22 (List of Annexures)	Annexure D	To be incorporated
Main Tender, cl. 23 (List of Forms)	Form D1 – Deviation	To be incorporated
Annexure – I (Scope of Supply) – Cl. 1.12.1.5.	Support time (Will be discussed with vendor at the time of award)	5 years after successful implementation.
Annexure – I (Scope of Supply) – Cl. 2.1	The detail time plan for the implementation will be discussed with selected vendor at the time of start of project	To be incorporated alongwith referred condition: Within 12 Months from the date of issue of NTP or Purchase Order (whichever is later)
Annexure – I (Scope of Supply) – Cl. 2	To be incorporated along with clause already mentioned in the referred clause of tender	The successful bidder will deploy the team onsite for the project implementation. Successful bidder will be responsible for onsite/offsite support.
Annexure – I (Scope of Supply) – Cl. 4	The project time should not be more than 5 months from the date of LOI/PO.	Refer clause 2.1 of Scope of supply as mentioned above in this corrigendum
Annexure – II (Evaluation	The Bidder should have prior experience in implementation of Customized	To be replaced with :

Parameters, Minimum Eligibility Criteria) – S.No. 4 of cl 1.1	Web/Cloud based application which must have workflows, payment gateway, invoicing as per GST rule, Database, Document management system, cyber security features etc. Implementation with Contract Value of Single Project - 2 Crores Two Projects – 1.5 Crores each which have gone live in the past three years (FY 20-21, FY 21-22 and FY 22-23).	The bidder should have successfully implemented at least 3 similar projects (Customized Web based application which must have workflows, payment gateway, invoicing as per GST rule, Database, Document management system, cyber security features etc) in India only for Government / PSU /Statutory / Institutions of Higher Education / Universities / Large Corporates during last 5 years out of which atleast 2 projects deployment has been done on cloud. Each work shall not be less than INR 25 Lacs.
Annexure – II (Evaluation Parameters, Minimum Eligibility Criteria) – S.No. 5 of cl 1.1	Company must have a valid PAN, Sales Tax/VAT and Service Tax Registration	To be replaced with : ➤ The bidder shall necessarily be a legal valid entity either in the form of Proprietary Firm, Partnership Firm, Private Limited Company. A Proof of legal validity of the bidder shall be submitted in the bid. ➤ Company must have a valid PAN and GST. Copy of valid registrations to be submitted in the bid.
Annexure – II (Evaluation Parameters, Minimum Eligibility Criteria) – cl 1.1	To be incorporated alongwith criteria already mentioned in the referred clause of tender	1. The bidder must ensure that the technical team of the project should have minimum 5 years of experience. Bidder shall also provide the CV's of technical team along with technical bid. 2. Bidder must comply to the provision of a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23 rd July 2020 and as revised from time to time. https://doe.gov.in/sites/default/files/OM%20ated%2023.07.2020.pdf) b) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time. https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf)
Annexure – II (Evaluation Parameters, Disqualification criteria) – S.No. 4 of cl 1.3	ICAT could reject any bid in case it is being found that there is no service support in India	To be replaced with : ICAT could reject any bid in case it is being found that there is technical support office in Delhi/NCR (address proof to be submitted alongwith bid document)
Annexure – II (Evaluation Parameters, Disqualification criteria) –cl 1.3	To be incorporated alongwith criteria already mentioned in the referred clause of tender	New Addition : 1. Bidders failing in meeting the Minimum Eligibility Criteria as laid down in Annexure II including related amendments in this Corrigendum. 2. Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified. Any internal references from NAB & its centres shall be deemed considered for the purpose of

		<p>satisfactory reference even without being submitted in the bid.</p> <p>3. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.</p> <p>4. In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection</p>
Annexure – II (Evaluation Parameters) –cl 1.4.3	The minimum pass marks in technical bid shall be 70% (38.5 marks) out of 55 points	The minimum pass marks for Technical Evaluation shall be 80 points (80%) out of 100 points however bidders shall score full points against Sr. No. 6 of cl. 1.4.4 of Annexure II – Evaluation Parameters & Technical scope criteria as laid down in this Corrigendum
Annexure – II (Evaluation Parameters) – cl.1.4.4, Sr. No. 1 (Evaluation criteria)	No. of Years the bidder is in operation	<p>≥ 5 years and ≤ 7 years = 3 Marks</p> <p>> 7 years = 5 Marks</p>
Annexure – II (Evaluation Parameters) – cl.1.4.4, Sr. No. 2 (Evaluation criteria)	Average Annual turnover over the last 3 Financial Years	<p>≥ 10 crores and ≤ 20 crores = 3 Marks</p> <p>> 20 crores and ≤ 30 crores = 5 Marks</p> <p>> 30 crores and ≤ 40 crores = 7 Marks</p> <p>> 40 Crores = 10 Marks</p>
Annexure – II (Evaluation Parameters) – cl.1.4.4, Sr. No. 3 (Evaluation criteria)	Number of Web Based application software developed and implemented in the last 5 years for Government / PSU /Statuary / Institutions of Higher Education / Universities / Large Corporates of cost more than Rs 25 lakhs	To be replaced with : Number of Web Based application (Customized Web based application which must have workflows, payment gateway, invoicing as per GST rule, Database, Document management system, cyber security features etc) developed and implemented in the last 5 years for Government / PSU /Statuary / Institutions of Higher Education / Universities / Large Corporates of cost more than Rs 25 lakhs each
Annexure – II (Evaluation Parameters) – cl.1.4.4, Sr. No. 5 (Evaluation criteria)	Clients (similar projects) interactions / visits / feedback	To be replaced with : Feedback from clients of the bidders : 5 marks will be awarded in technical evaluation if atleast 3 positive feedbacks received
Annexure – II (Evaluation Parameters) – cl.1.4.4, Sr. No. 6 (Evaluation criteria)	Proposed Solution 2. Solution architecture conceptualised for this applicaton = 3 Point	To be replaced with : Proposed Solution 2. Solution architecture conceptualised for this application = 2 Point
Annexure – II (Evaluation Parameters) – cl.1.4.4, Sr. No. 7 (Evaluation criteria)	Key personnel Experience of 15 years and above – 10 marks Experience of 10- 15 years – 7 marks Experience of 5-10 years – 4 marks Less than 5 years' experience – 0 marks	To be replaced with : Key personnel Experience of all technical team members <p>≥ 5 years and ≤ 10 years = 4 Marks</p> <p>> 10 years and ≤ 15 years = 7 Marks</p> <p>> 15 years = 10 Marks</p>
Annexure – II (Evaluation Parameters) – cl.1.4.4 (Evaluation criteria)	To be incorporated alongwith criteria already mentioned in the referred clause of tender	New clause : Technical Scope as per scope of supply (refer Annexure I) – 45 Marks

Annexure – II (Evaluation Parameters) – cl.1.4.8	To be incorporated alongwith criteria already mentioned in the referred clause of tender	New clause : The financial bids will be evaluated based on Implementation cost and 5 years maintenance, subscription and cloud charges with backup and restore facility plus hosting of application cost (Refer Financial bid – Annexure VII).
Annexure – II (Evaluation Parameters, cl. 1.4	To be incorporated alongwith Parameters already mentioned in the referred clause of tender	New Clause : ICAT reserves the right to give preference to the local supplier/MSME/Start-up as per prevailing government notifications and as revised from time to time
Annexure – II (Evaluation Parameters)	Technical Presentation	Entire clause to be shifted under cl. 9 of Main Tender (Clarification to Bidder’s Queries & Pre-bid Presentation)
Annexure – III (Terms of Payment)	10 % of the implementation cost shall be paid in favour of the supplier, at the time of award of contract against submission of Advance Bank Gurantee of equal value valid upto the expected date of designing of complete software	To be replaced with : 10 % of the implementation cost shall be paid in favour of the supplier, at the time of award of contract against submission of Advance Bank Gurantee of 110% of advance value valid upto successful implementation and Go-live.
Annexure – III (Terms of Payment)	After release of LOI/PO, vendor has to submit a Performance Bank Guarantee for 10% of the contract sum (submitted within 15 days after release of LOI/PO) valid till the completion of project and service support period	To be replaced with : After release of LOI/PO, successful bidder has to submit a Performance Bank Guarantee for 10% of the contract value for 1 st year (submitted within 15 days after release of LOI/PO) valid upto 5 years after the implementation and Go-live. The successful bidder may submit the PBG for 1 year initially which can be extended after completion of each year.
Annexure – III (Terms of Payment)	Payment Schedule	To be revised as under : 1. Implementation Cost (One Time) – 100% Payment shall be released after successful Implementation of the project. 2. Subscription cost for next 5 years – Payment shall be initiated after Implementation and Go-Live of the Project and shall be released on monthly basis till 5 years. 3. Cloud charges with backup and restore facility plus hosting of application - Payment shall be initiated after Implementation and Go-Live of the Project and shall be released on monthly basis till 5 years. 4. License Recurring cost (if any) – 100% yearly advance, due after Implementation and Go-Live of the Project.
Annexure – V (Special Conditions of Contract, Amount of Advance Payment)	Ten [10] % of the total accepted contract Price shall be paid against submission of Advance Bank Gurantee of equal value valid upto the expected date of designing of complete software. Advance payment will be subject to interest.	To be revised as : Ten [10] % of the implementation cost shall be paid against submission of Advance Bank Gurantee of 110% of advance value valid upto successful implementation of the project and Go-live. Advance payment will be subject to interest as per Special conditions of contract.
Annexure – V (Special Conditions of Contract,	12 months from the date of acceptance as per the terms and conditions set out in main tender document and Annexure I	5 years from the date of successful implementation and Go-live.

Service Support Period counted from Acceptance)		
Annexure – V (Special Conditions of Contract, Amount of Performance Guarantee)	10% of the contract sum (submitted within 15 days after release of LOI/PO) valid till the completion of project and service support period	10% of the contract value for 1 st year (submitted within 15 days after release of LOI/PO) valid upto 5 years after the implementation and Go-live. The successful bidder may submit the PBG for 1 year initially which can be extended after completion of each year
Annexure – VII (Financial bid)	To be revised	<ul style="list-style-type: none"> ➤ Implementation cost (One time) ➤ Subscription cost to be quoted on monthly basis for 5 years ➤ Cloud charges with backup and restore facility plus hosting of application to be quoted on monthly basis for 5 years ➤ License Recurring cost (if any) to be quoted on yearly basis <p>Note : Format of the financial bid remains unchanged.</p> <p>All the bidders are requested to submit the financial bid in a separate sealed envelop as per format provided in Annexure VII, keeping in mind the cost for the above tenure. Bidders are requested for refer clause 5 (Submission of bid) of tender document</p>
Form d2	To be removed	No need to fill and submit Form d2
Form d3	Cl 1.1	Refer cl. 1.1 of Annexure VI and relevant Annexure
	Cl 1.2 – Bidder shall provide the details of all projects handled by it during last three years, for respective packages. Bidder had full responsibility on the design, manufacture, supply and installation of the equipment.]	<p>To be revised :</p> <p>The bidder shall provide reference of atleast 3 clients based in India where the bidder has successfully implemented similar projects (Customized Web based application which must have workflows, payment gateway, invoicing as per GST rule, Database, Document management system, cyber security features etc) during last 5 years out of which atleast 2 projects deployment has been done on cloud. Each work shall not be less than INR 25 Lacs.</p> <p>The clients shall be from Government / PSU /Statutory / Institutions of Higher Education / Universities / Large Corporates.</p> <p>The format remains unchanged.</p>
Form d4	Cl. 1.2 – Warranty conditions & Cl. 1.3 – Spare Parts	To be deleted
Form d5	Cl.1.2 – Company Description & Capability Statement	<ul style="list-style-type: none"> ➤ Any reference related to Air Compressor related & Storage Tank in Form D5 or at any other place in the tender shall be removed. ➤ The bidder shall mention the details w.r.t. their experience. ➤ The bidder shall fill details of their last 3 years experience for year 2020-21, 2021-22 & 2022-23 instead of 2011-12, 2012-13 &

		2013-14. The same is applicable for cl. 1.4 of d5 also.
Form d6	Civil related requirement	To be removed
Form d6	Equipment	To be replaced with IOCS
Form e	Form of Financial Bid	To be deleted
Annexure A, B		<i>To be deleted</i>
Form F a) and b)	Tender No. ICAT/OT/PMG/AIRCOMP/2014-15/61	Tender No. to be replaced as Tender No. ICAT/T/IOCS/2023-24/123
Annexure D, Declaration	To be incorporated	Declaration regarding non blacklisting of the bidder by any of the Govt/PSU bodies (Enclosed below)
Format c) Format for BG towards EMD		Enclosed below
NDA	To be incorporated	Non-Disclosure Agreement will be signed by ICAT and the Successful bidder. Format will be mutually agreed by the Parties.
Intellectual Property Rights	To be incorporated	The Parties acknowledge and agree that the Client will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the Client. CHANGE IN SPECIFICATIONS The Client may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Software. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Software or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.
NIT – Pre Bid Meeting	1500 Hrs on 10/01/2024, at ICAT Manesar Gurgaon, India.	1500 Hrs on 24/01/2024, at ICAT Manesar Gurgaon, India.

* 3. Declaration regarding non blacklisting of the bidder by any of the Govt/PSU bodies.

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/ Central Government or any State/ Central PSU or EPF/ ESI/ GST/ Labour Department/ Company/ Institute/Entity/ Agency etc.

Signature :

Name :

Designation :

Name of the Agency :

Address of the bidder :

Date :

Place :

EMD BANK GUARANTEE

To,

The International Centre for Automotive Technology
Plot No. 26, Sector – 3,
IMT, Manesar,
Gurgaon,

Dear Sirs,

WHEREAS _____

(hereinafter called the "Bidder") has submitted their offer dated _____ for
_____ (hereinafter called the "Bid") against the buyer's request for
Tender No. _____ KNOW ALL MEN by these presents that we
_____ having our registered office at

_____ are bound onto International Centre for Automotive Technology having its office at Plot No.
26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to as the "Buyer") for the sum of Rs.
_____ (_____) for which payment will and truly to be
made to the said buyer, the bank binds itself, its successors and assigns by these presents.

The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the bidder merely on a demand from the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the bank by the Owner shall be conclusive as regards the amount due and payable by the bank under this bank guarantee and the bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

The Guarantee will remain in force upto _____ after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs. _____ (_____). This bank guarantee shall be valid upto _____ and we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ .

All claims under this guarantee will be payable at

_____. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled or its expiry whichever is earlier. If we are not in receipt of this original bank guarantee within the stipulated period, it shall be deemed to be automatically cancelled unless extended further before expiry of validity.

AND WHEREAS one of the terms of the said tender is that you shall submit an EMD of Rs. _____ /- (Rupees _____ only) to the bidder.

Now, We _____
(hereinafter referred to as 'Bank') having its registered office at _____ and branch office at _____ hereby irrevocably agree and undertake as follows:

1. That the said bidder shall submit the bank guarantee of Rs. _____ /- (Rupees _____ only) towards EMD.
2. That the said 'bidder' shall duly and faithfully carry out to your satisfaction its obligation under the said Tender failing which we hereby unconditionally and irrevocably guarantee to pay to you without reference to the said 'bidder' and without any demur, merely on demand from you stating that the amount claimed is due, all or any sums of monies upto a maximum of Rs. _____ /- (Rupees _____ only). Any such demand made on us by you shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ /- (Rupees _____ only).
3. We, the Bank, further agree that we shall accept the correctness of any claim that may be made by you without raising any objection of whatsoever nature irrespective of any dispute or difference between the 'bidder' and you and the statement so submitted by you shall be binding and conclusive on us. We hereby further unconditionally and irrevocably guarantee that the amount hereby guaranteed shall become due and payable on your serving us with a notice requiring of the said amount and the said notice shall be deemed to have been serviced on us if delivered by personal delivery or any other mode (i.e. Courier/Post/Fax/E-mail etc) and the payment under this guarantee shall be made by us within three days from the date of receipt of such notice, without reference to 'bidder'.
4. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that will be taken against EMD or till you certify that the terms and conditions of the said Tender have been fully and properly carried out by the bidder and accordingly discharge the guarantee, whichever is earlier. Unless, the demand or claim under this guarantee is made on us in writing on or before _____ shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank, hereby agree that the decision of ICAT as to whether the bidder has failed to or neglected to perform or discharge his duties and obligations under the said tender shall be final and binding on the Bank.
6. We, the Bank, further agree that you 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 tender which is accepted by bidder or to extend time from time to time or to postpone for any time or from time to time the powers exercisable by you against the bidder and to forebear to enforce any of the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.
8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.

9. We further agree that this guarantee shall be governed by Indian Law.
10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at Gurgaon and if any dispute is arisen in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at Gurgaon and not by any other courts.
11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only). This guarantee shall remain valid till _____ only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

Date:

Details of the Bank Official :

Name of the Bank Official:

Address of the Bank :

Contact No. :

Fax No.

E-mail ID :

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank