

## ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS

Name of Work:	Providing Electrical Installation, AFD, CCTV, Networking & Access control system for the proposed CNOG at 5th floor of Haddows Road TE Bldg, Chennai. (SW: SITC of 65 inch LED TVs)
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### DELIVERY AT 5th FLOOR OF Haddows Road TE BLDG, CHENNAI-08

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**Important note:-** (Bidders are requested to read the following carefully)

1. In case of any discrepancies between the clauses in this ATC and those appearing elsewhere in the bid document, the clauses of this ATC shall prevail.
2. This document shall form part of the contract to be entered with successful bidder, whose bid is the lowest and accepted by BSNL.

#### 1. Eligibility Criteria: -

General: The Contractors satisfying the following shall be eligible to bid.

##### (a) Financial Norms:

Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to tender.

AND

##### (b) Physical Norms:

1) BSNL enlisted contractors in the Electrical category of respective class as per their tendering limits

OR

2) Dealer/Reseller/Distributor of major components of the schedule. The letter of Authorization in Original from the manufacturer will have to be produced by the dealers/Resellers/Distributors.

OR

3) Vendor/System integrator in the field of networking having carried out similar work(s) in BSNL/for BSNL in client location/in any central/State government organization/PSU's during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-

Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender

OR

Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender with equipment

OR

One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender equipment

#### **Note:**

1) Similar work means Supply and Installation of Television / Display boards etc., Major components means Television / Display boards. Decision of the tender opening authority/committee is final.

2) **Only Class-I Local Supplier and Class-II Local Supplier as defined under the** Revised Public Procurement (Preference to Make in India) order 2017, issued vide DPIIT Order No. P45021/2/2017-PP (BE-II) dated 16.09.2020 shall be eligible to bid in the RFP. All rulings w.r.t. Local content, Class-I Local supplier/Class-II Local supplier as well as Non- Local supplier etc. shall be as per the cited order. The bidders offering imported products will fall under the category of Non- Local suppliers. The bidders can't claim themselves as Class-I Local supplier/ Class-II Local suppliers by claiming the services such as transportation, insurance, installation,

commissioning, and training and after sales service support like AMC/ CMC etc. as local value addition. Bidders are required to submit declaration with Local content of offered products. Bidders are required to submit declaration as per SI No 5

1. The Seller shall possess and **upload** the following over and above that mentioned in Buyer added Specific Additional Terms and Conditions of the GeM BID document :-
2. EMD in prescribed form as per **SI.no.4**
3. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in para 1 of ATC (both financial and Physical norms)
4. Self-Certification under Preference to “MAKE IN INDIA” Policy (To be typed on Firm’s letter head as per SI No.5)
5. Self-Certification to “BORDER COUNTRIES” Policy (To be typed on Firm’s letter head as per SI No.7)
6. Near- Relationship Certificate duly filled and signed as per **SI No. 6**
7. Vendor information form **SI No. 8**
8. Malicious Code Certificate as per SI.no.9
9. Self - Declaration about GST % considered by the Seller for this BID since price quoting in GeM is inclusive of Tax.
10. Self-declaration by the firm for not blacklisted by GST authorities and Mentioning of multiple GST numbers, if available

**(a)** The bidders shall submit and upload necessary documentary proof showing that they meet the eligibility criteria and during tender process, BSNL’s tender inviting authority may require the bidder to produce original copy of any document submitted as scanned copy, which the bidder will have to comply with along with bid.

**(b)** Bidder's offer is **liable to be rejected** if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any, on or before the time given for responding to the clarifications sought by the buyer

- i. **Important Note:** The eligibility of the agency is subject to the restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, as circulated vide Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India, O.M. No. DPE/7(4)2017-fin. (Part-I) dt 30.07.2020 The bidder company, must comply with the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 of Govt of India. Any bidder, from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance. The bidders, shall submit an undertaking as per Section-7(L) in this regard.[For details F. No. 6/18/2019-PPD Department of expenditure Public procurement Division dated 23rd July 2020 may be referred.]

## **2. Payment terms:**

a) 70% of the price shall be paid on the receipt of goods at site by the consignee. For claiming this payment the following documents are to be submitted to the paying authority:

i) GST invoice.

ii) Delivery Challan/E-way bill.

iii) Consignee receipt.

- b) The 20% of payment shall be released after satisfactory testing and commissioning
- c) The balance 10% payment shall be released after acceptance and satisfactory handing over to the client.
- d) In cases where shortages / damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.
- e) No payment will be made for goods rejected at the site on testing. Payment, if made, for such items shall be recovered from subsequent bills or other bills.

### 3. Consignee/ Engineer In charge

#### a) Consignee :

Sl. No	Name of site	Site Address	PIN Code	Site in charge/ Consignee
1	CNOC, Haddows road TE Bldg, 20 Haddows road, Chennai - 600008	CNOC, Haddows road TE Bldg, 20 Haddows road, 5 <sup>th</sup> floor, Chennai - 600008	600008	Consignee for this work Shri. Mallikarjun V Hatapakki SDE(E), Mobile: 9449858488 Landline: 044-28511030

#### b) Engineer In Charge

Name	Shri. S.Suresh
Designation	EE ( E )
Email id	ee1chennai@gmail.com
Mobile No (Service)	94490 07881
Complete Office Address	BSNL Electrical Division-III, No 22, Kellys Road, Chennai - 10
Fixed Line Telephone	044-26478961
Pincode	600010

### 4. Earnest Money Deposit

- (a) There shall be no EMD for Bids / RA having estimated value less than Rs. 5 lakh. For bids / RA having estimated value more than Rs 5 Lakh, while finalizing e-Bid / RA,
- (b) An amount of **INR shown in the GeM Bid document** as EMD in favour of "**BSNL Chennai Telephones**" payable at Chennai required to be submitted by bidders in the form of Bank Guarantee of a **scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India** on GeM portal in the prescribed format as per annexure - I
- (c) Scanned copy of the same shall be uploaded by Seller in the online bid and Originals of bank instruments such as DD or EMBG towards EMD/ Bid Security (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5 days of bid submission end date failing which the bid shall be rejected.
- (d) The validity of the EMD in the form of DD shall be 60 days from the date of opening. If the EMD is in the form of CDR/FDR/BG, the validity shall be 120 days from the date of opening
- (e) Following categories of Sellers shall however, be exempted from furnishing EMD:
  - i. Micro and Small Enterprises who are manufacturer of the **Primary Product Category or Service**

**Provider of the Primary Service Category** and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration and through uploaded supporting documents.

- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
  - iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
  - iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
  - v. Sellers/ Service Provider having annual turnover of Rs 500 Crore or more.
  - vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
  - vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
  - viii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
  - ix. Central / State PSUs.
  - x. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding.
- (o) EMD submitted by the bidder shall be forfeited, if the bidder:
- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
  - iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.
- (p) Notwithstanding above, Gem SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on Gem, the Bidder explicitly undertakes to abide by the above clause.
- (q) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

(r) Account details of AO CASH for online payment

Beneficiary Account Name	BSNL CHENNAI TELEPHONES
ADRESS	O/o CHIEF GENERAL MANAGER CHENNAI TELEPHONES, No 78, Purasawalkam High Road, Chennai
PAN	AABCB5576G
Type of Account	CURRENT ACCOUNT (COLLECTION)
Beneficiary Account Number	067521010000011
Beneficiary Bank IFSC code	UBIN0906751

Beneficiary Bank Name	UNION BANK OF INDIA
9 –DIGIT MICR	600026140
Beneficiary Bank Branch Name	Union Bank of India, Anna Salai Branch, Chennai
Beneficiary Bank Address 1	No 102, Anna Salai Branch, LIC Building Ground Floor, Chennai - 2

**Note:- The Seller shall confirm the Account, Billing details and the GST number before invoicing for the item**

#### **5 Format for Self Certification under preference to "MAKEININDIA" Policy**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s.....  
.....are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_% as defined in above orders for the material against RFP No.....dated..... Details of location at which local value addition will be made as follows:

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

**Signature with date: Name:**

**Designation:**

**Official Seal**

Dated: \_\_\_\_ 2021.

#### **5. NEAR-RELATIONSHIP CERTIFICATE**

- i. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- ii. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- iii. The near relatives for this purpose are defined as:-
  - a. Members of a Hindu undivided family.
  - b. They are husband and wife.
  - c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- iv. The **format of the certificate** is given below.

## NEAR-RELATIONSHIP CERTIFICATE

(To be typed on Firm's letter head)

**(Format of the Certificate by the bidder in respect of status of employment of his/ her near relation in BSNL)**

The format of the certificate to be given is "I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

**Signature of the tenderer**

With date and seal

### **6. BORDER COUNTRIES FORM:**

#### **CERTIFICATE OF UNDERTAKING BY BIDDERS**

**Certificate to be submitted by Bidders**

**(On Company's Letter Head)**

**Reference 1: BSNL Tender Enquiry No.....issued on .....**

**Reference 2: Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 and its Clarification dated 24/07/2020.**

I, in capacity of authorized signatory of M/s..... having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

### **7. VENDOR INFORMATION FORM.**

The required vendor details for processing of bills in the format (Annexure A) under GST regime shall be furnished to the Executive Engineer (E) concerned before execution of agreement.

(GST-Annexure-A)

<b>VENDOR INFORMATION FORM</b>	
Vendor name (Legal Entity Name)	
Constitution of business	
Communication address	
State	
PAN	

Vendor type :			
GST registration Number.			
Existing tax registration number (Please specify)			
Contact Person			
Designation			
Telephone Number			
Fax No.			
Email-ID			
<b>BANK DETAILS</b>			
Name of Bank			
Name of Branch			
Swift Code			
Account Number			
Account Name			
<b>Provide the following information for all GST registrations :</b>			
Total no. of GST Registration (pan India)			
<b>For each of the registration, kindly provide the following information</b>			
<b>REGISTRATION FOR STATE-1</b>			
Date of registration		GSTIN/UIN Number	
Registered address			
PIN Code		State name	State code
Composition scheme availed			
Declaration by :	Name :		
	Designation:		
	Date :		
<b>Note: In case you have multiple registration, please insert the details in additional page.</b>			

#### 8. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :

- i. Inhibit the desires and designed function of the equipment.
- ii. Cause physical damage to the user or equipment during the exploitation.
- iii. Tap information resident or transient in the equipment/network.

The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software

## **9 PERFORMANCE SECURITY FOR SUPPLY&ITC:**

- i. All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to **3%** of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- ii. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- iii. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in Annexure - II
- iv. The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any **warranty obligations** under the contract.

## **10 TECHNICAL SPECIFICATIONS**

### **1. Scope of work:**

- a. The work shall be carried out as per relevant BIS/ CPWD General Specifications. Wherever any specific technical specification is mentioned in this document, the same will prevail.

### **2. Testing**

- i. In addition to submission of test certificate, the performance of the entire networking system shall be tested by Technical committee / by officer duly authorized by BSNL at site. Nothing extra will be paid for the same.

### **3. Warranty**

1. Warranty period of the supplied products shall be minimum 12 months from the date of final testing and acceptance.

Note-. The Seller shall submit relevant documents for availing warranty as above along with complete address and contact telephone number to the consignee.

## **Clause No 13: TECHNICAL SPECIFICATIONS (AS per GeM Bid)**

**SCOPE:** The offer should cover complete supply, installation, testing, and commissioning of ready to use TV. All **minor** civil works, electrical and other works associated with installation and commissioning of the set shall be carried out by the bidder. The bidder would quote for complete lot to be executed under the contract.

### **SPECIFICATION**

#### **Display:**

- **Size:** 65 inches (165.1 cm)
- **Resolution:** 3840 x 2160 pixels (4K Ultra HD)
- **Panel Type:** LED
- **Backlight Technology:** Direct LED
- **Refresh Rate:** 60Hz
- **Brightness:** 500 nits



- **Viewing Angle:** 178 degrees (horizontal and vertical)
- **Response Time:** 8 ms (typical)
- **Smart Features:**
- **Operating System:** Android TV or similar smart platform
- **Connectivity:** Multiple HDMI and USB ports, Wi-Fi, Ethernet

**Audio:**

- **Speakers:** 20W or more
- **Audio Technology:** Dolby Audio, Clear Phase
- **Other Features:**
- **HDR Support:** HDR10, Dolby Vision (optional)
- **MEMC:** Motion Estimation/Motion Compensation for smoother motion
- **Power Consumption:** Specified in watts
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**Physical Dimensions:**

- **Width:** Approximately 145 cm (57 inches)
- **Height:** Approximately 83 cm (32.7 inches)
- **Depth:** Varies depending on the model, but typically between 6-9 cm (2.4-3.5 inches)
- **Compliance with relevant Indian standards (BIS, etc.)**
- **Detailed testing and quality assurance procedures**
- **Warranty requirements : offered by Manufacturer (Minimum 1 year)**

## 11. SCHEDULE

Name of work: - Providing Electrical Installation, AFD, CCTV, Networking & Access control system for the proposed CNOC at 5th floor of Haddows Road TE Bldg, Chennai. (SW: SITC of 65 inch LED TVs)					
Sl No.	Description of Item	Qty	Rate	Unit	Amount
	<b>SITC of LED Display system</b>				
1	SITC of 65" (164 cm) Ultra HD 4K, Smart LED backlit non touch screen type display system , Aspect Ratio 16:9 ; along with all accessories such as AC power cord, remote control, user manual, wall bracket mount necessary cable and connectors etc. as required. The LED display will conform to the technical specifications.	5 Set		set	

## 12. IMPORTANT NOTE FOR BIDDERS:

- i. The work shall be carried out as per latest IS/ CPWD Specifications. However, any specific technical requirement of BSNL is mentioned in this document, the same will prevail/supersede.
- ii. The rates for all items of work shall include cost of all materials, labour, packing and forwarding charges and other inputs involved in the execution of the items as specified in the scope of work. All taxes / duties, Cess, Welfare Fund etc. as applicable shall be included in the offer. No sales tax concessional forms will be issued by BSNL/ DoT/ Client.
- iii. For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.
- iv. All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices as specified in clause above shall be borne by the supplier.
- v. The firm has to obtain necessary clearance(s) wherever required.
- vi. The tenderer shall furnish the technical literature and catalogues of the equipment offered at the time of submission of tenders.

**13. COMPUTERISED MEASUREMENT BOOKS (CMB'S) AND BILLS TO BE SUBMITTED BY THE CONTRACTOR**

1. **Application and format of the computerized MB:**A bound volume of computerized measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerized Measurement Books shall be maintained in a separate Register in Form CPWA 92. The same format as in existing Measurement Books shall be used for the Computerized Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

2. **Mode of Measurements: The measurements shall be recorded and entered in computerized format in the first instance by the contractor,** and a hard copy shall be submitted to the Department. These measurements shall then be 100% checked by JTO (E). If JTO (E) is not available, SDE (E) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement Books now in use, and with its pages machine numbered. The SDE (E) and the Executive Engineer (E) shall test check these computerized measurements as per the existing instructions. This book shall be treated as a Computerized Measurement Book. JTO (E), SDE (E) and EE (E) shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerized Measurement Book. The Computerized Measurement Book shall be allotted a serial number as per the Register of Computerized Measurement Books.

3. **Cutting or over-writing in the computerized MB not allowed:** The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over- writing. It is the responsibility of JTO (E) or SDE (E) as the case may be to ensure that the checks and test checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Book before they record their certificates. In case of any error, the Computerized Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the Division for payment. The contractor shall submit as many copies of Computerized Measurement Books as may be required, and as are specified in the NIT/contract, for the purpose of reference and record in the various offices of the department.

4. **Computerized Bill to be submitted by the contractor:** The contractor shall submit his running and final bills in a computerized form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure. The contractor shall submit as many copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department. The bill shall be carried forward from the previous running account bill and these computerized bills shall be processed by the various offices for payment.

**14. TAX INDEMNITY:**

BSNL has the right to recover Input Tax credit loss suffered due to any mis-declaration on invoice by the supplier.

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**Annexure I**  
**MODEL FORM OF BANK GUARANTEE FOR EMD**  
**(For submitting EMD for Air Conditioning, Diesel Engine Alternator, Lifts, and Sub Station**  
**Works wherever the amount of EMD is more than Rs.20,000/-)**

Whereas \_\_\_\_\_ (hereinafter called "the bidder(s)") has submitted its Tender dated \_\_\_\_\_ for the work \_\_\_\_\_  
\_\_\_\_\_, KNOW ALL MEN by these presents that WE \_\_\_\_\_ OF \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ (hereinafter called "the BSNL") in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Bidder(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity.
  - (a) Fails or refuses to execute the Contract.
  - (b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document.

We undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Tender Document up to and including Thirty (30) days after the period of the Tender validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

**Signature of the Bank**

**Signature of the Witness**  
**Name of Witness**

**Address of Witness:**

**ANNEXURE II**  
**PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said bidder(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said bidder (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter referred to as "the bank") at the request of \_\_\_\_\_ (bidder(s)) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Bidder(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the bidders(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 where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s)/supplier(s) shall have no claim against us for making such payment.

4. We(name of the 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 BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of \_\_\_\_\_ (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)\_\_\_\_\_ further agree with the BSNL that the BSNL 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 bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Bidder(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 reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Bidder(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s)/supplier(s).

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of bank)