

## ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS (ATC)

Name of Work:	Providing Submetering and Distribution of power arrangement for Various CMRL Metro Stations under North, Central, South, West OA, BSNL, CHTD, Chennai. (SW: Supply of 4 x16 Sq.mm AL UG cable)
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**IMPORTANT NOTE:** 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.

### **Clause no 1 Eligibility Criteria: -**

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

1.1.1 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.

1.1.2

**AND**

**Manufacturers of BIS marked UG Cables or their Dealers/ Resellers/ Distributors**

**OR**

**BSNL enlisted contractor of Electrical category in respective class up to their tendering limit**

### **Note 1:**

- 1) **Only Class-I 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.** All rulings w.r.t. Local content shall be as per the above 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 after sales service support like AMC/ CMC etc. as local value addition. Bidders are required to submit declaration in the format as per clause 5 of this document.

1.2 The Seller shall possess and **upload** the following documents over and above that mentioned in Buyer added Specific Additional Terms and Conditions of the GeM BID document :-

- a) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in **Clause no 1** of ATC (both financial and Physical norms)

**[ Acceptable document for manufacturer: Govt authorized manufacturing license or MSME registration in respective category,**

**Acceptable document for Dealer/Distributor/Reseller: Certificate by the manufacturer of BIS marked cable appointing as Dealer/Distributor/Reseller**

**Acceptable document for Enlistment category : Valid BSNL Enlistment order ]**

- b) EMD in prescribed form as per **Clause no 4** of ATC.
- c) MSME certificate, if applicable, towards claiming exemption towards EMD. Only certificate towards relevant category will be considered for exemption.
- d) Self attested copy of GST registration certificate
- e) Self attested copy of PAN card
- f) Self-Certification under Preference to "MAKE IN INDIA" Policy (To be typed on Firm's letter head as per **Clause No.5** of ATC.)

- g) Near-Relationship Certificate duly filled and signed as per **Clause No. 6** of ATC
- h) Self-Certification to "BORDER COUNTRIES" Policy (To be typed on Firm's letter head as per **Clause No.7** of ATC)
- i) Vendor information form as per **Clause No. 8** of ATC
- j) Self - Declaration about GST % considered by the Seller for this BID since price quoting in GeM is inclusive of Tax.
- k) Self-declaration by the firm for not blacklisted by GST authorities and mentioning of multiple GST numbers, if available
- l) Undertaking to abide by BSNL EW 8 as given in **Clause no 10** of ATC
- m) Compliance statement as given in **Clause No 11** of ATC
- n) Technical specifications as per **Clause no 13** (Format as per **Annexure III**)

1.3 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.

1.4 Bidder's offer is **liable to be rejected** if they fail to 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.

**Important Note2 :** 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.]

**Clause No 2:Payment terms:**

- (i) 90% of pro-rata value against supply of material and on completion of inspection of material
- (ii) 10% against successful testing

Note :

- (i) For claiming the payment the agency shall produce GST invoice, Delivery Challan/Eway bill, Consignee receipt.
- (ii) In cases where shortages/ damages are intimated to the supplier in writing, the payment shall be released only after the cases are settled in accordance with the provision of the P.O.
- (iii) 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.

**Clause No 3 a) Consignees :**

**Delivery:** Delivery location and consignee detail is as mentioned below, but BSNL reserves the right to change the delivery location and/or quantity based on the need and requirement, and the supplier shall comply without any extra cost.

Sl. No	Name of site	Site Address	Qty	PIN Code	Site in charge/ Consignee
1.	BSNL Exchange Building, Kellys	Kellys Road, Kellys Chennai-600010 (Near AKN Hospital)	1 No.	600010	Shri. S.Suresh Executive Engineer (E) BSNL Electrical Division I, II-Floor Kellys Telephone Exchange, Kellys, Chennai-600010 Mobile no : 9449007881 Email id: ee1chennai@gmail.com

### **Clause 3 b) Engineer In Charge**

Executive Engineers (E) under whom the work is to be executed will be the Engineer In Charge. Engineer In Charge's decision is final and binding.

Name	Shri. S.Suresh
Designation	Executive Engineer (E)
BSNL Email id	ee1chennai@gmail.com
Mobile No (Service)	9449007881
Complete Office Address	BSNL ELECTRICAL DIVISION-I, II-Floor,BSNL Exchange building Kellys Exchange,Kellys-600010
Pincode	600010

### **Clause no 4 :Earnest Money Deposit**

The bidders shall submit EMD as below:

- An amount of **INR shown in the GeM Bid document** as EMD in favour of **"BSNL CHENNAI TELEPHONES "** payable at Chennai is required to be submitted by the bidders in the form of DD /FDR/Bank Guarantee in the prescribed format as per Annexure - I /CDR of a **scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India**
- Scanned copy of the same shall be uploaded by Seller in the online bid and Originals of bank instruments such as DD/FDR/CDR 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.
- 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
- Categories of Sellers to be exempted from furnishing EMD shall be as per the GeM General terms and conditions (GTC) of the bid.

- (e) EMD submitted by the bidder shall be forfeited, if the bidder:
- Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
  - Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.
- (f) 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 offense, 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.
- (g) 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 the successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- (h) Account details of AO CASH for online payment

Beneficiary Account Name	BSNL CHENNAI TELEPHONES	
ADDRESS	O/o CHIEF GENERAL MANAGER CHENNAI TELEPHONES, No 78, Purasawalkam High Road, Chennai	
PAN	AACB5576G	
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	No 102, Anna Salai Branch, LIC Building Ground Floor, Chennai - 2	

**Note:-The Seller shall ensure that the the Account, Billing details and the GST number entered are correct, before invoicing for the item(s).**

#### **Clause No 5 :**

Self-Certification under Preference to “MAKE IN INDIA” Policy (To be typed on Firm’s letterhead)  
 .Format for Self-Certification under Preference to “MAKE IN INDIA” Policy

## CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP(BE-II) dtd 16/9/2020 as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we

M/s \_\_\_\_\_ (supplier name) are Class I local supplier meeting the requirement of minimum Local content .....50.....% as defined in above orders for the goods / services / works offered against Tender No \_\_\_\_\_  
Details of location at which local value addition will be made is as follows:  
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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which 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.

Seal and Signature of Authorized Signatory

### **Clause No. 6 :CERTIFICATE TOWARDS NEAR-RELATIONSHIP**

- 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.
- iv. 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).
- v. 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

**Clause No 7 :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

**Clause No 8.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	

**Provide the following information for all GST registrations :**

Total no. of GST Registration (pan India)	

**For each of the registration, kindly provide the following information**

<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>			

**Clause No 9 .PERFORMANCE SECURITY FOR SUPPLY :**

- (i) **Performance Guarantee:** The bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. ) is required to furnish Performance guarantee for an amount equal to **5%** of the contract value in the form of bank guarantee/CDR/FDR/DD (of a Nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of acceptance letter. **The validity period of the performance security in the form of performance bank guarantee/CDR/FDR shall be: One year from the date of actual completion of work.** The award letter ( PO) shall be issued only after receipt of the performance guarantee. In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, BSNL will be at liberty to disqualify the bidder from bidding for any contract with BSNL for a period of one year from the date of disqualification as may be notified by BSNL (without Prejudice to BSNL's rights to claim damages or any other legal recourse).
- (ii) **Security Deposit:** In addition to Performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the contract value of the work. **The security deposit shall be released after an observation period of One year from the date of actual completion of work.**
- (iii) 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.
- (iv) 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**
- (v) The performance security Bond and security deposit will be discharged by the Purchaser after completion of the supplier's performance obligations including any **warranty obligations** under the contract.



**Clause No 10. Undertaking to abide by EW 6 & EW 8**

"I.....Son/Daughter of .....  
.....Resident of .....  
..... hereby give an undertaking that I have read the complete bid document and I am aware of all the clauses and sub clauses of BSNL EW 6 & 8 forms and I confirm that I will abide by all the terms and conditions available in BSNL EW 6 & 8 forms.

(Seal of the firm)

(Signature of Bidder)

The BSNL EW-8 document can be seen from the web site [www.tamilnadu.bsnl.co.in/BSNL\\_EW\\_8\\_12072018.pdf](http://www.tamilnadu.bsnl.co.in/BSNL_EW_8_12072018.pdf) at free of cost.

**Clause No 11**

**COMPLIANCE STATEMENT**

**Ref: GeM bid no:** .....

We..... (name of the firm) state to comply in full manner with all the General Terms and conditions , Specific Terms and conditions and Additional terms and conditions of the Tender Document for the work of **"SITC of 1no 200 KVA Engine Alternator Set with control panel at TE Kellys,Chennai."** without any reservation and deviation.

For and on behalf of (Name of Firm)

(Seal of the contractor /Company /Firm)  
Signatory)

(Signature of contractor/Authorized

(Postal address)

Dated.....

**Clause No 12 Undertaking regarding EPF provisions**

"I.....Son/daughter of .....  
.....Resident of .....  
..... here by give an undertaking that

~~I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our registration no.\*\* is ..... We undertake to keep it valid during the currency of contract.~~

~~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".~~

~~\*\*Attach a self attested photo copy of the above said EPF registration certificate.~~

(Seal of the firm) \_\_\_\_\_ (Signature of Bidder)

**Undertaking regarding ESI provisions**

"I \_\_\_\_\_ Son of \_\_\_\_\_  
\_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_ here by give an undertaking that

\_\_\_\_\_ I/ We have registered as per the ESI and Miscellaneous provisions Act, 1948 and our registration no. \*\* is \_\_\_\_\_. We undertake to keep it valid during the currency of contract.

\_\_\_\_\_ 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".

\_\_\_\_\_ \*\*Attach a self attested photo copy of the above said ESI registration certificate.

(Seal of the firm) \_\_\_\_\_ (Signature of Bidder)

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

(i) Scope ::

To supply the items mentioned in GeM bid, which satisfies golden and other parameters. The materials shall be supplied at the consignee address which also shall include unloading at the consignee location and storing at a safe location in ground floor of the address.

(ii) Additional provision:

Test certificates as per standards shall be supplied with the item. The seller shall ensure that correct size and quality of the item shall be supplied. In case of poor quality observed after usage of the item, Performance security/guarantee will be forfeited after giving due notice besides penal action as per GeM.

(iii) Testing at site

Length of the cable shall be checked at the consignee location, which shall also include unwinding the drum, check of BIS marking at regular intervals. Check of the size at specific length to ascertain the requisite quality.

(iv) Insulation Test:

Insulation value will be checked with 500 Volts meggar.

The tenderer shall furnish the technical literature and catalogues of the equipment offered at the time of submission of tenders. Technical specification as per **Annexure-III** shall be furnished.

**Clause No 14: Scope of work:**

Already defined in Clause 13.

**Clause No 15: Warranty:**

(i) Warranty : One year

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. 16: SCHEDULE**

Sl No	Item	Qty	Rate in Rs i/c GST	Unit	Amount in Rs i/c GST
1	Supply of 4 x16 sq.mm size PVC / XLPE insulated PVC sheathed armoured UG Aluminium conductor cable 650/1100 V Grade confirming to IS:7098 (Pt-1) 1988	3900 Mtrs		Mtr	

Note1: This price bid copy is for bidder easy reference purpose only.

Note2: Bidder shall submit their offer in online portal "www.gem.gov.in" as per the Gem Guide lines only.

**Clause No. 17: IMPORTANT NOTE FOR BIDDERS:**

- 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.
- For the purpose of this work, 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.
- 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.
- The firm has to obtain necessary clearance(s) wherever required.
- The tenderer shall furnish the technical literature and catalogues of the equipment offered at the time of submission of tenders.

**Clause No: 18 LIST OF APPROVED MAKES- BSNL ELECTRICAL WING**

Sl. No	Item	Makes
20	HT/LT Cables	ISI mark

**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 refer 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)

**Annexure- III**

Technical specification(Details) of the item		
Items covered under schedule of work:		
	<b>Cable</b>	
	Make	
	Size	
	Conductor Material	
	No. of Cores	
	Voltage grade	
	Armouring type	