



# BHARAT SANCHAR NIGAM LIMITED

(A Govt. Of India Enterprise)

O/o THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR  
DOOR SANCHAR BHAVAN, VIDHANSABHA ROAD KHAMARDIH RAIPUR  
CHHATTISGARH-492007

**E-Tender for Procurement of Desktop Computers & Laptops.**

## **Buyer Added Bid Specific Terms and Conditions (ATC)**

### **Details of the Items:**

The requirement of IT Items to be procured through GeM Portal by Bid/RA method including Desktop Computers & Laptops for BSNL Chhattisgarh Circle as per details below.

### **1. Tender Details**

S.No.	Schedule/Area	Name of Item	Quantity in nos.	Total Estimated Cost (in Rs ) Exclusive of GST	Price of Bid Document Inclusive of GST (in Rs)	Bid Security/ EMD (in Rs)
1	Schedule-1/ Circle Office Raipur	Desktop Computers	15	₹ 852,270.00	₹590.00	₹ 21,307.00
2	Schedule-2/ Raipur Business Area(BA)	Desktop Computers	10	₹ 568,180.00	₹590.00	₹ 14,205.00
3	Schedule-3/ Circle Office Raipur	Laptop	8	₹ 576,000.00	₹590.00	₹ 14,400.00

## 2. Scope of Work:

S. No.	Schedule Name	Name of Item	Quantity	Delivery Place
1	Schedule 1	Desktop PCs	15	Circle Office, Office of the Chief General Manager BSNL, Chhattisgarh Circle, Khamhardih, Vidhansabha Road, Raipur, CHHATTISGARH-492007
2	Schedule 2	Desktop PCs	10	C-NoC Raipur, O/o PGM, BSNL Raipur BA, Administrative Building, Fafadih, RAIPUR, CHHATTISGARH-492001
3	Schedule 3	Laptop	8	Circle Office, Office of the Chief General Manager BSNL, Chhattisgarh Circle, Khamhardih, Vidhansabha Road, Raipur, CHHATTISGARH-492007

## 3. Technical specification:

### A: Desktop Computers:-

Specification	Value Required
Processor Make	Intel/AMD
Processor Generation	12
Processor Description	IntelCorei5/RYZEN5
Number of Cores per Processor	6
Chipset Series	Intel Q Series/AMD PRO series
Graphics Type	Integrated
Size of Memory in Case of Dedicated Graphic Card(GB)	0
Size of VRAM in case of Integrated Graphics (MB)	128
Operating System(Factory Pre-Loaded)	Windows11Professional
OS Certification	Windows
Recovery Image Media	CD from the OEM/Stored in Partition of the Hard Disk/USB Drive from the OEM/On Line/Cloud
Type of RAM	DDR4
RAM Size(GB)	8
RAM Speed(MHz)	3200
Total Numbers of DIMM Slots Available	2
Total HDD Capacity (GB)	0
Total SSD Capacity(GB)	1024
Cabinet Form Factor	SMALL FORM FACTOR (7 to 13 Liters), Tower (More than 13 to 26 Liters)

Wireless Connectivity	Yes
If Yes, Type of Wireless Connectivity	WiFi
Ethernet Ports	10/100/1000MBPS
NumberofUSBVersion2Point0Ports	2
NumberofUSBVersion3point0/3point 1,Gen1 Ports	3
Number of USB Type C Ports	1
Monitor Technology	IPS/TN/VA
LED Backlit Monitor Size(INCHES)	21.5
Monitor Resolution(PIXELS)	1920x1080
Mouse Connectivity	Wired
Type of Mouse	Optical Scroll
Keyboard Connectivity	Wired
Type of Keyboard	Standard
Minimum Power Efficiency Range(%)	85-90
ROHS Compliance	Yes
BEE/Energy Star for the given Model	Yes
On Site OEM Warranty(Year)	3
OEM LOGO	On Mother board, keyboard and Mouse must be from the same OEM as the Computer and OEM Logo/Trade mark embossed on them ;no sticker Allowed.
<b>Additional Terms and Conditions</b>	
<b>Miscellaneous requirement</b>	<p><b>1. Monitor, Keyboard and Mouse should be from the same OEM in proposed Desktop with good/standard quality and should be smoother in operation and should have OEM logo/trademark embossed on them.</b></p> <p><b>2. Cables (Power, VGA &amp; etc) should be of good quality with minimum length of 1.5 Mtr.</b></p> <p><b>3. PC should have two DIMM slot and 16 GB DDR4(2666 MHz or Higher) should be populated in single DIMM slot and one DIMM slot should be free.</b></p> <p><b>4. Hardware should be 64 Bit.</b></p> <p><b>5. Monitor TCO8.0 certificate of same OEM.</b></p>
<b>Speakers</b>	<b>Two Separate Speakers for Desktop</b>
<b>OS</b>	<b>Microsoft license should be digitally injected at keys should be available in BIOS</b>
<b>Ports</b>	<b>Type C port must without connector</b>
<b>Software</b>	<b>Genuine M S Office 2021 application software required</b>

### **B: Laptop Computers:-**

<b>Specification</b>	<b>Value Required</b>
Processor Make	Intel/AMD
Processor Generation	12
Number of Cores per Processor	10
Processor Description	IntelCorei5/RYZEN5
Hinges	Metallic
Operating System(Factory Pre-Loaded)	Windows11Professional
Recovery Image Media	CD from the OEM/Stored in Partition of the Hard Disk / USB Drive from the OEM / On Line /Cloud,
OS Certification	Windows
Type of RAM	DDR4
RAM Size(GB)	8
RAM Speed(MHz)	3200
RAM Expandability	64 GB
Total Numbers of DIMM Slots Available	2
Capacity of each SSD(GB)	512
Total SSD Capacity(GB)	512
Wireless Connectivity	Yes
If Yes, Type of Wireless Connectivity	Wi-Fi802.11ac
Ethernet Ports	10/100/1000MBPS
Bluetooth Connectivity	Yes
If Yes, Version of Bluetooth Available	5
NumberofUSBVersion3	2
Number of USB Type CPorts	1
Number of HDMI Ports	1
Display Size(Inch)	15.6or 14
Display Resolution(Pixels)	1920x1080
Availability of Web cam integrated with Display	Yes
If Yes, Resolution of Webcam	HD
Internal Speaker (Dual)	Yes
Spill Resistant Keyboard	Yes
Pointing Device/Touchpad	Touchpad with multi-touch gestures enabled
Carry Case	Yes
If Yes, Type of Carry Case	Back Pack
Battery Type	Integrated
Battery Chemistry	Li - ion
Battery Backup Time (Hours)	8
BEE / Energy Star for the given Model	Yes

ROHS Compliance	Yes
Other Certifications available	FCC, CE,CB,MIL 810H Qualified
On Site OEM Warranty	3
Additional Specifications	
<b>Body Covers</b>	<b>At least 2 covers as Metal body</b>
<b>PORTS</b>	<b>Reversible Type - C 3.2 must for laptop</b>
<b>Software</b>	<b>Genuine M S Office 2021 application software required</b>

#### **4. Warranty (COMPREHENSIVE WARRANTY):**

1. The vendor will have to provide comprehensive on-site warranty for all the hardware & software goods supplied for 3 years (36 months) after the stores have been taken over from date of delivery of complete material at the ultimate consignee/ site, whichever is earlier.
2. The warranty also includes support for installed system software related problems. The vendor shall assist the user in taking back-up if Hard Disk needs to be formatted and shall also include repair/ replacement of faulty components in Systems.
3. The online record should be available for the warranty for each item along with facility of booking fault online/ on phone /E-mail etc and online fault status should be available for the tracing of fault rectification and an escalation matrix should be available to escalate the timely non-rectified faults to the higher authorities.
4. All installed systems Software/Hardware shall also be covered under warranty.
5. In case Hard disk/RAM/Motherboard/Keyboard/Mouse/SMPS/VDU etc goes faulty in any machine under the warranty the same shall be replaced by good one with the similar make or branded make of the same or higher capacity free of cost as a replacement against faulty ones. All these conditions not apply in case of physical damage or burnt due to improper electric supply to the systems.
6. Frequent faults of same nature in the same PCs etc. will be considered inefficiency of the contractor and if repeated faults of same nature in the same PC or peripherals are noticed frequently, notice of termination for the company will be issued.

#### **5. PENALTY:**

In case of delay in rectification of the fault during warranty period beyond 7 days and if the firm fails to make the system working penalty of Rs 100/- (Rs. One hundred only) will be imposed per day per system (viz., computer, printer, scanner etc.) after 7 working days of the booking of the fault. In case of delay in rectification of the fault beyond 17 days from booking of fault a penalty of Rs. 200/- per day per machine will be levied.

Total penalty should not be exceeded from 10% of the contract value. In such an event, the purchaser may get the faults rectified by third party and such cost of repairs shall have to be borne by the contractor, in addition to the penalty. Breakdown period will include Saturdays, Sundays and Holidays also.

## **6. PAYMENT TERMS**

1. 100 % payment after 45 days of installation and 5% ABG for the period of 7 months (testing period). Or 95% payment after 45 days of installation and 5% payment will be retained 7 months (testing period)

For claiming this payment following documents shall be produced before the paying authority

- a. Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- b. Acknowledged Delivery Challan in original.
- c. Inspection certificate from the inspection team to be nominated by this office.
- d. Proof of payment of GST, if applicable.
- e. Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.
- f. If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- g. Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- h. TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- i. In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.
- j. Payment process may take time up to 45 Days from the date of submission of invoice.
- k. In case of any dispute on the payment is not settled due to any act of the bidder and input credit on the said invoice is lost by BSNL, the same shall be recovered from the bidder.

2. The payment of section will be released after 45 days taking over of the equipment by the consignee after installation of hardware & software by the vendor and completion of project leading to commissioning of the entire system. For claiming this payment following documents must be produced –

- a. Taking over Certificate from the consignee.
- b. Satisfactory Installation & Commissioning of system Certificate counter signed / counter signed by an Officer not below the rank of AGM/Divisional Engineer. This payment shall be released only in case there are no damages/shortages. In those cases where such 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 provisions of the purchase order.

3. No payment shall be made for the goods rejected at site and fail on testing.

**7. Registration of Firm : Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:**

- The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
- Attested copy of Memorandum & Articles of Association duly registered with Registrar of Company affairs, in case of Company.
- Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.

**8. Bid Security:**

The bidder shall furnish the Bid Security/EMD in one of the following ways:-

- a) **Banker's Cheque/BG /Crossed Demand Draft** of amount as mentioned in GeM Bid in favor of AO (A&B), O/o CGMT BSNL RAIPUR ; Payable at RAIPUR Chhattisgarh .
- b) The bidders will be exempted from submission of Bid Security/EMD on production of requisite proof in respect of valid certification from competent authority for the tendered item.
- c) The tender, which is not accompanied by Bid Security/EMD, shall be summarily rejected.
- d) **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded from the purview of this Policy.**

**9. Performance Security:**

- a. The successful bidder shall deposit security deposit to an amount of 5 % of approved

tender cost plus 18% GST (in form of BG /crossed DD/ FDR (with sign in receipt) placed to AO(A&B) O/o CGMT CG CIRCLE Raipur of BSNL/ Bank Guarantee, valid for 18 months of approved tender cost of work put to tender. If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on prorata basis.

- b. The Security Deposit shall be released/refunded after completion of Service Provider's performance obligations under the contract Further the release of security deposit will be subjected to recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document and on production of "no dues certificate" from "Engineer-in-charge" regarding satisfactory completion of work.
- c. If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

#### **10. Near Relationship Certificate (format as per Annexure-III).**

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL **units**\*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, **but excluding following:**

- a) 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
- b) Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder Company or firm or any other person], the tender /bid submitted 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.

**\*Unit**, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), "BSNL unit" is defined as "BSNL as a whole".

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).
11. Bidder must submit Manufacturer's Authorization Form (MAF) including the GeM Bid Reference Number along with OEM details such as Name, designation, address, email Id and phone number required to be furnished along with bid.
  12. 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. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure (DoE), Ministry of Finance. The bidders shall submit an undertaking as per Annexure-IV in this regard.
  13. Bidder and its OEM company shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or BSNL or debarment order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder(s) or its OEM is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.
  14. Bidder's turn over Certificate: Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 Financial Years i.e. for F.Y. 2021-22, 2022-23 & 2023-24 should be at-least 40% of **estimated Tender cost of schedule applied**.
  15. **Work experience: The bidder/OEM should have successfully completed at least one purchase order for Desktop/Laptop/All in One PC i.e. similar item for an amount 80% (eighty percent) of the estimated cost of schedule applied or above in the preceding three financial years i.e. 2021-22, 2022-23 & 2023-24 and up to the date publishing the tender on GeM portal. The minimum required specification of the Same or Similar Category product shall be Intel i5/ AMD Ryzen 5 + 8 GB RAM or higher.**
  16. The Bidder / OEM must have service support centers in Chhattisgarh States either own or through franchisee, Declaration from Bidder/OEM need to be submitted about the availability of the service centers with its details.
  17. Certificates: The bidder or the OEM of the offered products must have ISO 9001 certification and the Information Security standard ISO/IEC 27001:2013 Certification: copies of the Certifications to be submitted.
  18. The bidders are advised to raise queries in respect of the bid document, if any, through the GeM portal only. However, following person may be contacted for any bid-related information.

BSNL Contact-1	
Contact Person	Shri Amrit Lal Ekka; AGM(MM),O/o CGMT Chhattisgarh Circle
Email	agmmmcoryp@gmail.com
Telephone	0771-2281440/9425201655 [between 9:30 hrs. to 18:00 hrs. on working days]
BSNL Contact-2	
Contact Person	Shri Bhagesh Golachha; JTO(MM), O/o CGMT Chhattisgarh Circle
Telephone	<b>9425201479</b> [between 9:30 hrs. to 18:00 hrs. on working days]
Email	<b>jtommcclcg@gmail.com</b>

19. Consignee Details: As per GeM Bid

20. Delivery & Installation Time line: As per GeM Bid.

21. In case of delay in delivery and/or installation, liquidated damages will be deducted as per the GEM's general terms & condition.

22. Liquidated Damages: As per the GTC on the GeM portal.

23. Evaluation Criteria/Documents to be submitted online along with Technical bid:

Online Documents forming part of the bid: -		
S.No.	Documents	Yes / NO / Not applicable(If Not Applicable, reason in brief)
1	Registration of Firm: Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship as per clause 7 of ATC	
2	Scanned copy of Documentary proof in respect of valid registration certificate from MSME/NSIC/UDYAM for tendered item/work (if applicable),as per clause 8 of ATC	
3	Experience Certificate Proof as per clause 15 of ATC	
4	Scanned copy of the EMD document i.e. Non-MSE Bidders have to submit Original DD/Bankers cheque against bid security/EMD	
5	Scanned copy of NEAR-RELATIONSHIP CERTIFICATE, as per clause 10 of ATC and BSNL format at Annexure -III separately	
6	Self attested copy of PAN number of OEM/authorized dealer	
7	Bidder's Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 Financial Years i.e. F.Y 2021-22, 2022-23 & 2023-24.	
8	OEM turnover Proof of last 3 Financial Years i.e. F.Y 2021-22, 2022-23 & 2023-24.	
9	Copy of the GSTIN Registration Certificate of OEM/authorized dealer	

10	Service Centre List for each item; Service support centres in Chhattisgarh States either own or through franchisee, Declaration from Bidder/OEM need to be submitted about the availability of the service centres with its details.	
11	Service & Support document separately for each item.	
12	OEM Authorization Certificate as per clause 11 of ATC.	
13	Data sheet of the offered product.	
14	Signed buyer added Bid Specific ATC by the bidder	
15	Undertaking reg. Bidder financial standing that The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt.	
16	Self-declaration that bidder is not black-listed /debarred by any Central/State Governments/ PSUs Authority as per clause 13 of ATC	
17	Land Border Sharing Declaration as per clause 12 of ATC	
18	Copy of Certificate ISO 9001 certification & ISO/IEC 27001:2013 Certifications as per clause 17 of ATC	

**Note: All the above documents should be self attested by the bidder**

**Format for BID SECURITY/EMD Guarantee**  
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

**Sub: Bid Security/EMD guarantee.**

Whereas M/s.....R/o.....  
..... (Hereafter referred to as Bidder) has approached us for giving  
Bank Guarantee of Rs. ....-/- (hereafter known as the "B. G. Amount") valid up to  
...../...../ 20..... (hereafter) known as the "Validity date") in favour of AO (A&B), O/o CGMT,  
BSNL CG Circle, Raipur (Hereafter referred to as BSNL) for participation in the tender of work of  
..... vide tender no. ....  
.....

Now at the request of the Bidder, We.....  
Bank .....Branch having.....  
..... (Address) and Regd. office address  
as.....

.....  
(Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

1. We 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 stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 the 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 the "B. G. Amount".
2. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding 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) shall have no claim against us for making such payment.
3. We 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 BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

4. We 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.
5. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**AO (A&B), O/o CGMT, BSNL CG Circle, Raipur,**."
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: ..... (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers .....

**Annexure-II**

**Format for Performance Guarantee**  
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

**Sub: Performance guarantee.**

Whereas DGM (MMP) BSNL CO, Delhi  
R/o.....( hereafter referred to  
as BSNL) has issued an Contract/PO no. .... Dated ...../...../20..... awarding the  
work of..... to  
M/s.....  
R/o ..... (hereafter referred to as "Bidder")  
and BSNL has asked him to submit a performance guarantee in favour of AO (A&B), O/o CGMT,  
BSNL CG Circle, Raipur of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up  
to ...../...../20.....(hereafter referred to as "Validity Date")  
Now at the request of the Bidder, We .....Bank  
.....Branch having.....  
.....(Address) and Regd. office address as.....  
.....(Hereinafter called  
'the Bank') agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything here in contained;  
(a) The liability of the Bank under this guarantee is restricted to the B.G. Amount and it will remain in force up to its Validity date.

- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. ....In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of " .....".
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature  
of the Bank  
Officer)

Rubber stamp of the bank

Authorized Power of Attorney

Number: ..... Name of the

Bank officer: .....

Designation:

.....

Complete Postal address of Bank:

.....

Telephone Numbers .....

Fax numbers .....

**Annexure-III**

**NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the clause 8 by the bidder in respect of status of employment of his/ her near relation in BSNL)

*\* I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.***

**OR**

*\* Following are the details of near relatives working with the BSNL.*

<i>S. No.</i>	<i>Name of the Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office &amp; section of BSNL) where working</i>

*\* Strike off whichever is not applicable.*

*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 Proprietor/ Partners/ Directors of the tenderer entity*

*With date and seal*



**Certificate to be submitted by Bidders**

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

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

**Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD(1)  
dated 23<sup>rd</sup> February 2023 and its subsequent Clarification, if any .**

I, in capacity of authorized signatory of M/s.....(Name of the company) having Regd.  
office

at.....being a  
participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and  
understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules  
(GFRs) 2017 on grounds of Defence of India and National Security issued vide OM cited at reference  
2 above, on procurement from bidders from a country or countries which shares a **land border** with  
India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered  
for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire  
contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp