

Office of the Chief General Manager,
BSNL Odisha Telecom Circle,
BSNL Bhawan,
Unit – 2, Ashok Nagar, Bhubaneswar-751009

TENDER DOCUMENT

Limited Tender No. IT-02/CMTS/2019-20/3 Dt.02.04.2019

Name of work:

**Supply of IT Consumables to CMTS unit of
Odisha Telecom Circle.**

Last Time/Date for submission of Limited Tender: upto 14:30 Hrs. of 16.04.2019

Time/Date of Limited Tender opening(Technical bid only): 15:00 Hrs of 16.04.2019

Note: One Tender form should be used by one BIDDER only

Tender document can be downloaded from the website www.odisha.bsnl.co.in

Seal and signature of the bidder

Office of the Chief General Manager
(Telecom),
Odisha Telecom Circle,
BSNL Bhawan, Ashok Nagar,
Unit – 2, Bhubaneswar-751009



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Limited Tender No. IT-02/CMTS/2019-20/3 Dt.02.04.2019

SECTION-I

Notice Inviting Limited Tender

PVC/Wax sealed limited tenders are invited by Principal General Manager(NWO-CM), BSNL, Odisha Telecom Circle, Bhubaneswar-751009 from prospective, bonafide and experienced bidders for carrying out the works “**Supply of IT Consumables to CMTS unit of Odisha Telecom Circle**”, the details of which are described below.

SL. No.	Name of Item	Description
1	Limited Tender No./ dt.	IT-02/CMTS/2019-20/3 Dt.02.04.2019
2	Name of work	Supply of IT Consumables to CMTS unit of Odisha Telecom Circle.
3	Estimated cost of the tender.	Rs 1,50,000/- (approximately) including GST.
4	Availability of Tender Document	Tender document can be down loaded from the website: www.odisha.bsnl.co.in . Physical copy of the tender document would not be available for sale.
5	Tender paper cost (Non-Refundable)	Rs.590/- (Rupees Five hundred ninety) only in shape of crossed Demand Draft/Bankers Cheque drawn on any Indian Nationalized/Scheduled Bank in favour of “Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar” payable at Bhubaneswar.
6	EMD/Bid Security	Rs 3000/-(Rupees Three Thousand) only in shape of Demand Draft/Bankers Cheque drawn on any Indian Nationalized/Scheduled Bank in favour of “Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar” payable at Bhubaneswar.
7	Last Time/Date for Submission of Tender	upto 14:30 Hrs. of 16.04.2019
8	Time/Date of Tender opening	15:00 Hrs of 16.04.2019 (Technical bid only)
9	Tendering Authority's right	The Principal General Manager (NWO-CM), BSNL, Odisha Telecom Circle, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason thereof. He is not bound to accept the lowest tender.

Seal and signature of the bidder

10	Bidder's Eligibility and Qualification Criteria	The bidder should submit the following documents in a PVC/wax sealed envelope along with other as described in the checklist towards eligibility conditions.
		1) Demand Draft/Bankers Cheque towards tender paper cost and EMD/BID security.
		2) Valid registration of the supplier firm. (Necessary proof to be given).
		3) Original Power of attorney , if required
		4) Self-attested copy of PAN card.
		5) Self-attested copy of Income Tax return for the Assessment Year 2018-19.
		6) Self-attested copy of GST Registration Certificate.
<p>NOTE: Tender bids received after due date and time will be rejected and BSNL will not be responsible for any delay due to postal or courier service.</p>		

GENERAL & COMMERCIAL CONDITIONS

1) BID SUBMISSION:

The bid in a sealed envelope should be dropped in the tender box available in the Room No. 400, 4th Floor, CMTS unit, O/o CHIEF GENERAL MANAGER, BSNL Bhawan, Ashok Nagar Bhubaneswar-751009 on or before the due date and time. It should be addressed to "The AGM (O&M), 4th Floor, CMTS Unit, O/o CGM, BSNL Bhawan, Odisha Circle, Unit-II, Ashok Nagar, Bhubaneswar super scribed NIT No. IT-02/CMTS/2019-20/3 Dt.02.04.2019. The bids should reach not later than 14:30 hrs. of dt.16.04.2019. The bids which are not submitted in the prescribed manner will not be accepted. Late bids will not be accepted. The last date of receipt/opening the tender will be extended to the next working day if the schedule date becomes a holiday.

Technical bids would be opened on the 16.04.2019 at 15:00 hours and the interested parties can make it convenient to be present at the time of opening the bids. Financial bids of the techno-commercially responsive bidders will be opened at a later date and it will be notified in the notice boards of this office as well as intimated to respective bidders on e-mail or FAX etc.

2) POWER OF ATTORNEY:

- a) The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned.
- b) The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/body corporate.
- c) In case of the bidder being a firm the said power of attorney should be executed by all the partners in favour of the said attorney.

3) ISSUE OF LETTER OF INTENT (LOI):

The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder. The bidder shall **within 14 days** of issue of the LOI give his unconditional acceptance to the terms & conditions of tender in writing along

Seal and signature of the bidder

with performance security in the shape of Bank Guarantee for **5%** of tender value to be awarded for a valid period of **18 months** in conformity with proforma at **Section V** provided with the bid documents.

4) SIGNING OF CONTRACT:

The issue of work order shall constitute the award of contract on the bidder. Upon the successful bidder furnishing the performance security, the tendering authority shall discharge its bid security.

5) COURT JURISDICTION:

The contract shall be governed by Indian Laws and Courts at Bhubaneswar/ Cuttack and will have the jurisdiction to entertain any dispute or claim arising out of this tender till issue of Work order.

6) PAYMENT TERMS

100% Payment shall be released after completion of supply of the items.

- a) Invoice (in duplicate) which should be duly certified by concern Divisional Engineer/Asst General Manager (O&M) after completion of supply as per specification.
- b) Certified copy of work order.
- c) The Taxes like WCT, WW Cess, TDS etc. as applicable will be deducted from the bill amount due as per the standing rules of Govt.
- d) The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-
 - i) Beneficiary Bank Name:
 - ii) Beneficiary branch Name:
 - iii) IFSC code of beneficiary Branch
 - iv) Beneficiary account No.:
 - v) Branch Serial No. (MICR No.):
 - vi) Permanent Account Number (PAN):

7) Paying Authority

“Accounts Officer (CSC), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar.”

8) Sub Contracts are not allowed under the scope of this tender.

9) Delay in Contractor’s Performance

Delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- i) forfeiture of its performance security,
- ii) imposition of liquidated damages, and/ or
- iii) Short closure of the contract in part or full and/ or termination of the contract for default.

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Section-II
SCHEDULE OF REQUIREMENTS

1. INTRODUCTION

The schedule of requirement in this tender is as follows-

Sl. No.	ITEM	CAPCITY	QTY.	Unit
1	UPS	0.6 KVA	5	No.
2	UPS BATTERY	7AH 12 VOLT	23	No.
3	PC KEYBOARD	LOGITEK	5	No.
4	OPTICAL MOUSE	LOGITEK	10	No.
5	CD	50 NOS PACK	2	No.
6	DVD	50 NOS PACK	2	No.
7	EXTERNAL HARDDISK	2TB	3	No.
8	EXTERNAL HARDDISK	1TB	4	No.
9	INTERNAL HARDDISK	1TB	4	No.
10	RAM DDR-2	2GB	6	No.
11	RAM DDR-3	2GB	6	No.
12	PC POWER CABLE		5	No.
13	PC VGA CABLE		5	No.
14	LAPTOP POWER CABLE		5	No.
15	PC SMPS	600 WATT	5	No.
16	LAPTOP BATTERY		6	No.
17	LAPTOP POWER ADAPTER		5	No.
18	PC FORMATTING & S/W LOADING		20	No.
19	PEN DRIVE	16GB	16	No.
20	LAN SWITCH	8-PORT	2	No.

- i) The items are to be delivered in good condition at CMTS unit of BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar.
- ii) Any materials found defective on delivery are to be replaced free of cost.
- iii) **Name of the consignee: SDE(IT), CMTS unit, O/o CGM, Odisha Circle, Bhubaneswar.**
- iv) The items will be purchased as and when required in one lot or different lots as per requirement of the office during the contract period of one year.
- v) **Inspection and Testing : By SDE(IT), CMTS unit, O/o CGM, Odisha Circle, Bhubaneswar.**

Seal and signature of the bidder

SECTION-III
BID FORM

To
Principal General Manager (NWO-CM), BSNL
Odisha Telecom Circle, Bhubaneswar.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos., the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply the tendered items in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding **5%** of the contract sum for the due performance of the Contract.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this.....Day of.....2019
Signature of Authorized Signatory.....
In Capacity of
Duly authorized to sign the bid for and on behalf of.....

Witness:
Signature.....
Address.....

Seal and signature of the bidder

SECTION-IV
INFORMATION ABOUT BIDDER

(To be filled in and submitted by the bidder)

1. NAME OF THE INDIVIDUAL/FIRM _____ -

2. PRESENT ADDRESS
ADDRESS

3. PERMANENT ADDRESS

Tel No.

Tel No.

- 4. Whether it is sole proprietor/or partnership firm/private limited company.
- 5. Name of the sole proprietor/Name of the partners/Name of the Director(s)
- 6. Name of the person authorized to enter into and execute contract agreement and the Capacity in which he is authorized (in case of partnership/private firm)
- 7. Permanent Income Tax No.
- 8. Whether the firm is having branches at more than one place? If so details
- 9. Number of labours under command that can be simultaneously engaged and the time required for mobilizing that such number that can be mobilized within a period of 15 (fifteen) days from the date of work order.
- 10. Major works employing large labour force/work involving, erection of telecom towers and associated works are undertaken by the firm in the last five consecutive years. Copies of such work orders along with certificate of satisfactory performance to be attached.

Place.....

Signature.....

Date

Name.....

Date

Name.....

Issued to.....

Signature of issuing officer

Seal and signature of the bidder

SECTION-V

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the **Principal General Manager(NWO-CM) ,Bharat Sanchar Nigam Ltd, Odisha Telecom Circle, Bhubaneswar** having agreed to exempt [hereinafter called the "Contractor(s) "] from the demand, under the terms and conditions of an agreement/Purchaser Order) No. Dated made between and for for the supply of (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for we, (Name of the Bank) (hereinafter referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the **ACCOUNTS OFFICER(A&P), BSNL. O/O CGM, ODISHA CIRCLE, BHUBANESWAR** an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(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 **ACCOUNTS OFFICER(A&P), BSNL. O/O CGM, ODISHA CIRCLE, BHUBANESWAR** stating that he 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 contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee 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 Rs.

3. We undertake to pay to the **ACCOUNTS OFFICER(A&P), BSNL. O/O CGM, ODISHA CIRCLE, BHUBANESWAR** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(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) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(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 **18 months** from the date hereof, we shall be discharged from all liability 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 contractor(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 contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such

Seal and signature of the bidder

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 contractor(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 date

For

(Indicate the name of the Bank)
Signature of the Bank

- Name.....
- Signed in capacity of
- Name of Witness
- Signature of Witness
- Address of Witness
- Full Address of Branch
- STD Code & Telephone No. of Branch
- FAX No. of Branch

SECTION-VI
UNDERTAKING & DECLARATION

a) Certified that:

1. I/We
.....
..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. I/we hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.
3. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:
.....

Signature of bidder

Place:
.....

Name of bidder

Along with date & Seal

Signature of Bidder
along with date & Seal

Seal and signature of the bidder

SECTION-VII
PROFORMA FOR NO NEAR RELATIVES CERTIFICATE WORKING IN BSNL

Certificate to be given by the bidder in respect of no near
Relative (s) of the bidder working in BSNL.

I,

S/o.....

Resident of

.....

.....

.....

hereby certify that none of my near relative(s) as defined in the tender document is/are employed anywhere in BSNL 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 bidder with seal

Note : 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 Private Ltd. Company, by all the directors of the company separately.

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SECTION-VIII
Declaration of Downloading and Non-tampering of tender document

“I (Authorized signatory)
hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document.

In case at any stage, it is found that any addition / deletion / correction has been made in the tender document, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid”

Date:
Place:

Signature of Bidder
Name of Bidder along with date & Seal

SECTION-IX
FINANCIAL BID

To

Principal General Manager (NWO-CM), BSNL
Odisha Telecom Circle, Bhubaneswar.

Ref: Limited Tender No. IT-02/CMTS/2019-20/3 Dt.02.04.2019

Sl. No.	NAME OF THE ITEMS	CAPCITY	QTY.	Unit	Rate per unit (Including all charges and GST)	
					(in figure)	(in words)
1	UPS	0.6 KVA	5	No.		
2	UPS BATTERY	7AH 12 VOLT	23	No.		
3	PC KEYBOARD	LOGITEK	5	No.		
4	OPTICAL MOUSE	LOGITEK	10	No.		
5	CD	50 NOS PACK	2	No.		
6	DVD	50 NOS PACK	2	No.		
7	EXTERNAL HARDDISK	2TB	3	No.		
8	EXTERNAL HARDDISK	1TB	4	No.		
9	INTERNAL HARDDISK	1TB	4	No.		

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10	RAM DDR-2	2GB	6	No.		
11	RAM DDR-3	2GB	6	No.		
12	PC POWER CABLE		5	No.		
13	PC VGA CABLE		5	No.		
14	LAPTOP POWER CABLE		5	No.		
15	PC SMPS	600 WATT	5	No.		
16	LAPTOP BATTERY		6	No.		
17	LAPTOP POWER ADAPTER		5	No.		
18	PC FORMATTING & S/W LOADING		20	No.		
19	PEN DRIVE	16GB	16	No.		
20	LAN SWITCH	8-PORT	2	No.		

NB: Tender will be evaluated based on Total Composite Cost = sum of all the (Qty X Rate).

Signature of the bidder with seal

Place:

Date:

Seal and signature of the bidder

Annexure-I
CHECK LIST FOR BID SUBMISSION

Ref: Limited Tender No. IT-02/CMTS/2019-20/3 Dt.02.04.2019

S/N	Details of Documents for bid submission.	Submitted Yes/No/NA
1	The Cost of Tender Paper worth Rs.590/- in shape of DD / BC	
2	The Bid security or EMD for Rs 3000/- in shape of DD / BC	
3	Original Power of Attorney” in case of person other than the bidder has signed the tender document.	
4	Self-attested copy of Authenticated partnership deed, in case of partnership firm.	
5	Self-attested copy of Valid contractor license/registration or Certificate of Incorporation under Companies act, as applicable	
6	Self-attested copy of PAN CARD	
7	Self-attested copy of Income Tax return for the Assessment Year 2018-19	
8	Self-attested copy of GST Registration Certificate.	
9	Bid form duly filled with seal and signature (Section-III)	
10	Information Sheet duly filled with seal and signature (Section-IV)	
11	Undertaking & Declaration duly filled with seal and signature (Section-VI)	
12	Undertaking to the effect that none of their near relatives are working in BSNL as per the format (Section-VII) duly filled and signed.	
13	Declaration of Downloading and Non - tampering of tender document duly filled with seal and signature (Section-VIII)	
14	Tender document signed by the bidder on all pages with seal.	
15	FINANCIAL BID FILLED UP SIGNED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBIBG “Financial Bid” (SECTION-IX)	

Seal and signature of the bidder

Annexure-II Agreement format

The agreement made on this between the "**Principal General Manager(NWO-CM), BSNL, Odisha Telecom Circle, Bhubaneswar**", herein after called the "**BSNL**" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the **ONE PART** and "....." herein after called the "**CONTRACTOR**" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) on the **OTHER PART**.

Where as in response to the Tender Notice No. Name of the work- "....." issued by **Principal General Manager(NWO-CM), BSNL, Odisha Telecom Circle, Bhubaneswar** and "....." has been declared the successful bidder for carrying out the work.

Whereas the Contractor has offered vide APO/Letter of Intent No. to enter into contract with BSNL for the execution of the work of "....." on the terms and conditions herein contained in the tender document and the rates approved by BSNL (copy of approved rate sheet annexed as Annexure-I) have been duly accepted and whereas the necessary performance security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the performance security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:-

1. That, the contractor shall, during the period of this contract that is to say from to **or completion of works for Rs/- (Rupeesonly) whichever is earlier** or until this contract shall be as extended/determined by such notice as is herein after mentioned, safely carryout, by means of labours employed at his own expenses, all the works, detailed in the tender document for "....." as well (annexed to the agreement), when BSNL or any other persons authorized by in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirement as demanded by exigencies of service.
2. That, the NIT (Notice Inviting Tender), Bid documents (Qualifying & Financial), Letter of Intent, Approved rates, with all addendums & corrigendum annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression by exigencies of services.
3. That, in consideration of the payment to be made to the Contractor for the tender works to be executed by him, the contractor hereby conveys BSNL that he (contractor) shall in accordance with the tender terms and conditions do provide the requisite number of workmen with means and materials as well as tools, appliances, machines, implements , vehicles for transportation, cartage etc. required for the proper execution of the work within the time specified in the work order and complete the works. He shall perform all other acts, deeds, comments and things which are to be implied there from or may be reasonably necessary for the completion of the said tender works in time and manner, subject to the terms and conditions of the tender document.
4. That, in consideration of the due provisions, executions and completion of the said works, BSNL hereby agree with the contractor the respective amounts for the work done by the contractor and such other sum(s) as may become payable to the contractor under the provisions of contract.
5. That, the contractor hereby undertakes to follow all necessary acts/ rules /orders / guidelines / procedures of State Government/Central Government/BSNL as the case may be issued by the State Government/Central Government/BSNL from time to time which are necessary and obligatory for execution of the said tender work and should make all statutory payments to Government in time and to appraise the BSNL authority in due course of time.
6. The party/parties at other part called as " Contractor" , also declares that , none of his/her/their near relatives i.e Wife, Husband, Father, Mother, Son(s) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law) is/are working as an officer/official in BSNL.
7. That, the Contractor hereby declares that nobody connected with or in the employment of BSNL is none/shall not ever be admitted as partner in the contract.

Seal and signature of the bidder

8. That, both the parties have accepted and agreed to the approved rates for execution of the said tender works as described in the annexure-I to this agreement which shall remain in force during the entire period of contract taking full clause of the tender document into consideration.
9. That the contractor shall abide by the terms and conditions , rules, guidelines, construction practices , safety precautions etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.
10. That the contractor unconditionally accepts the approved rates along with all the terms and conditions of the tender document for carrying out the tender work in a smooth and peaceful manner for BSNL. In case of failure in the part of contractor, BSNL may take action against the contractor as per departmental guidelines in addition to forfeiture of performance security, and, the contractor will not make any dispute on this in any court of law.
11. That in accordance with the provision of Tender Document this agreement is being executed on deposit of Performance Security as detailed herein for carrying out the tender work.

NAME OF WORK	Performance Security details.

In witness whereof, the parties presents have here into set their respective hands and seals on the date first above written in presence of the following witnesses.

Signed sealed Delivered by the above named contractor

Signed sealed Delivered on behalf of BSNL

IN PRESENCE OF WITNESS

1. SIGNATURE :
 NAME :
 ADDRESS :

1. SIGNATURE :
 NAME :
 ADDRESS

Seal and signature of the bidder