

**MODIFICATIONS TO NEW BSNL EW 6 & EW8
(IN CASE OF TWO BID SYSTEM)**

S. No.	Reference	Pg. No.	New EW 6	To be read as
1.	Para 3	2.	<p>Tenders which should always be placed in sealed covers with the name of the work written on the envelope will be received by the Executive Engineer/ Sub Divisional Engineer (Elect.) Division/ Sub Division Upto 1500 hours on and will be opened by him in his office on the same day at 1530 hours.</p>	<p>Tenders opening:- Tenders, which should be placed in two sealed envelopes (marked envelope I & envelope II), in the manner detailed below, will be received by the Executive Engineer/Sub Divisional Engineer (Electrical) Division/ SubDivision----- -----up to 15:00 Hrs and will be opened by him in his office on the same day at 1530 hours.</p> <p>Envelope I containing the technical bid,(properly bound/stitched); earnest money(Earnest money in the form of CDR/FDR/DD/BG of a nationalized/scheduled bank guaranteed by the Reserve Bank of India drawn in favour of A.O., BSNL, Electrical Division,----- (Proforma as per Annexure-I)); tender cost (in case tender is downloaded from the website); and documents pertaining to eligibility (in case tender is downloaded from the website); etc. shall be opened on the due date.</p> <p>Envelope II containing the price bid (properly bound/stitched), shall NOT BE OPENED but retained in sealed unopened condition by the tender opening authority. The date of opening of financial bid to tenderers found eligible shall be intimated separately.</p>
2.	Para 3(a)	2.	Does Not Exist	If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
3.	Para 6(a)	2.	<p>Earnest Money amounting to Rupees in the form of demand draft/ FDR/ BG/ CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of Accounts Officer, BSNL Electrical Division must accompany each tender and each tender should be in two sealed covers, one cover containing the EMD in proper form and other cover containing tender , superscribed as “ Tender for the work of</p>	The validity period of EMD is 120 days, from the date of opening of tender.

			<p>.....” and addressed to Executive Engineer (E)/ Sub Divisional Engineer (Electrical) BSNL, Electrical Division/ Sub Division. The Validity period of EMD is 120 days, from the date of opening of tender. In case of e-tendering ,each tender should be in two sealed coves, first containing credentials for meeting the Eligibility conditions alongwith the cost of tenders and EMD in proper form, second cover containing tender documents. The credentials shall be self attested and certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of tender opening. After verification of the contents of this envelope then second envelope containing the bid document shall be opened.</p>	
4.	Para 6(a)(ii)	3.	Does not exist	<p><u>E-TENDERING</u></p> <p>The tender documents consisting of plans, specifications, schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor, whose tender may be accepted and all other relevant information / documents / drawings pertaining to the work can be downloaded for quoting the tender from our website www.tamilnadu.bsnl.co.in.</p> <ul style="list-style-type: none"> • Submission of tenders:- The bids shall be submitted as per two envelope system as described below: <ul style="list-style-type: none"> ○ The tenderer shall submit the tender in two nos. separate sealed envelopes marked as Envelope 1 and Envelope II. The name of the work, name of tenderer, last date of receipt of tender should be mentioned on each envelope. ○ The envelope-I shall contain the following:- <ul style="list-style-type: none"> ▪ Cost of bid documents (which shall not be refunded, even if bidder is found ineligible for issue of tender documents) in form of a separate demand draft of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve

				<p>Bank of India drawn in favour of A.O., BSNL, Electrical Division, ----- (in case the tender documents are downloaded from the internet).</p> <ul style="list-style-type: none"> ▪ Earnest money in the form of CDR/FDR/DD/BG of a nationalized/scheduled bank guaranteed by the Reserve Bank of India drawn in favour of A.O., BSNL, Electrical Division,----- (Proforma as per Annexure-I). ▪ Self Attested Copy of PAN card issued by I/Tax Department. ▪ Self Attested copy of Chartered Accountant Certificate for turnover. ▪ Self Attested copy of Service Tax Registration Certificate ▪ Self attested Documents for establishing eligibility. The testimonials regarding the list of works satisfactorily completed (at least for the requisite magnitude) should be obtained from an Officer not below the rank of Executive Engineer in the organization concerned. ▪ Self Attested copy of EPF Registration certificate (if applicable) ▪ Un priced Documents (Technical bid) duly filled in all relevant pages and signed with stamp. ▪ Statement of Technical and commercial deviation from NIT in case of any exception or deviation from the provisions of NIT. <p>○ <i>The envelope-II shall contain the following:-</i></p> <ul style="list-style-type: none"> ▪ Price Bid with the price break up filled in numerals and in words and duly signed in all pages. <ul style="list-style-type: none"> ● <i>Tenders opening:-</i> ● Tenders, which should be placed in two sealed envelopes (marked envelope I & envelope II), in the manner detailed above, will be received by the Executive Engineer/Sub Divisional Engineer (Electrical) Division/ SubDivision----- -----up to 15:00 Hrs and will be opened by him in his office on the same day at 1530 hours.
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				<ul style="list-style-type: none"> • Envelope I containing the technical bid,(properly bound/stitched), earnest money, tender cost and documents pertaining to eligibility etc. shall be opened on the due date. • Envelope II containing the price bid (properly bound/stitched), shall NOT BE OPENED but retained in sealed unopened condition by the tender opening authority. The date of opening of financial bid to tenderers found eligible shall be intimated separately.
5.	Para 6(d)	3.	Does Not Exist	<p>EVALUATION OF TENDER:</p> <ul style="list-style-type: none"> • After the opening of Envelope I Technical bids shall be evaluated by BSNL. • Deviations, objectionable stipulations and discrepancies, if any, shall be brought to the notice of the eligible bidders by the BSNL while giving a minimum 7 days notice. • (i)Techno–commercial negotiations will be conducted with all the bidders to clarify the deviations vis-à-vis tender specifications / requirements. After bringing the acceptable offers on a common platform, all the commercial terms / conditions and technical specifications, shall be frozen. • (ii)The bidders shall be required to submit their final Technical offer which meets all the NIT/modified requirement and be free from deviation and discrepancies. The corresponding financial implications, if any, along with the final technical offer as above shall be submitted by the bidder in a separate cover upto 15.00 Hrs on the notified date of opening of the financial bid for each technical and commercial deviation which shall be added/ subtracted from the original financial bids. In case there is no change in terms / conditions / technical specifications, then the question of revision of price bids does not arise. The price bids of only those tenderers who meet the NIT / modified requirement shall be opened. • All communication with the bidders shall be in writing. Fax / E-mail shall be covered under this category and considered as adequate means of communication.
6.	Para 7	3.	(a) The contractor should	The tender documents consisting of plans,

			<p>submit and confirm Chartered Accountant Certificate in respect of turnover and other registration certificate [Enlistment in BSNL, Electrical License, Sales Tax] with attested copies (self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI) as applicable along with the application on printed letter head for purchase of tender.</p> <p>b)The contractor shall submit and confirm his permanent account number (PAN) issued by the Income Tax Department.</p> <p>c) The tenderer should submit the valid WCT/ Sales Tax/ VAT registration certificate.</p>	<p>specifications, schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor, whose tender may be accepted and all other information/documents/drawings pertaining to the work will be open for inspection by tenderer and can be had from the Office of Executive Engineer (E), BSNL, Electrical Division, ----- between 11.00 hours & 16.00 hours every working day except on Sundays and Public Holidays on payment of Rs. /-</p> <p>(Non refundable). The cost of tender documents deposited along with application for tender issue shall not be refunded, even if bidder is found ineligible for issue of tender documents.</p> <p>The firms shall submit application for issue of tender documents on its printed letter head, accompanied with Self Attested Copies of the following documents in support of fulfilling the eligibility criterion:</p> <p>a)The testimonials regarding the list of works satisfactorily completed (at least for the requisite magnitude) obtained from an Officer not below the rank of Executive Engineer in the organization concerned.</p> <p>b)Chartered Accountant Certificate for turnover with a copy of PAN card issued by Income Tax Department.</p> <p>c)Service Tax Registration Certificate</p> <p>d)EPF Registration Certificate (if applicable)</p>
7.	Para 24(a)	5.	Does not Exist	<p>i) If it is found at any stage of tender scrutiny after submission of tender that the bidder has made any correction/addition/alteration/omission in tender documents vis-à-vis tender documents available on the website / original Draft NIT in office, the bid shall be treated as non-responsive and shall be summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any other action as per prevalent rules.</p> <p>ii) The conditional tender or tenders with conditional rebate shall be summarily rejected.</p> <p>iii) The tenderer shall submit the original computer printout of the tender documents downloaded from the internet. Photocopy shall not be accepted.</p> <p>iv) The Tender documents shall not be sent through the Courier/Post. Tender documents received through Courier/post shall not be opened/considered at all.</p>

				v) All communication with the bidders shall be in writing. Fax / E-mail shall be covered under this category and considered as adequate means of communication.
8.	Para 25	5.	This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. b) Standard form.	The Notice Inviting Tender shall form part of the contract document, in accordance with clause-1 of the contract. The contract shall be deemed to have come into effect on issue of communication of acceptance of tender. On such communication of acceptance, the successful tenderer /contractor shall within 15 days from such date, formally sign the contract consisting of:- (a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tenders and acceptance thereof together with any correspondence leading thereto. (b) Standard E.W.-8 Form.
9.	Para 25(ii)	5.	Does not exist	<u>EPF PROVISIONS:-</u> The agency has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours/employees engaged by them for this work. Any consequence arising due to non-complying of provisions as specified above shall be the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per the prescribed proforma (UNDERTAKING REGARDING EPF PROVISIONS)

S. No.	Reference	Pg. No.	New EW 8	To be read as
1.	Para 2 of "Tender"	6.	I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance...	I/We hereby tender for the execution of the work specified for BSNL within the time specified, as per the schedule of quantities and in accordance...
2.	Para 2 of "General Rules and Directions"	8.	...and the amount of performance guarantee to be deposited by the successful tenderer(s).	...and the amount of performance guarantee to be deposited by the successful tenderer(s), and the amount of Security Deposit to be deducted from the bills.
3.	Para 14© of "General Rules and Directions".	10.	<p>For the purpose of evaluation of financial Bid, composite price inclusive of all taxes and levies will be considered .</p> <p><input type="checkbox"/> The unit wise cost /break up is necessary for the purposes of information and verification of composite price so quoted by the contractor/supplier.</p> <p><input type="checkbox"/> The contractor supplier shall submit to BSNL documents /proof of payment of all taxes /levies alongwith exemption certificate if any ,to avail CENVAT benefits by BSNL</p> <p><input type="checkbox"/> However the evaluation and comparison of respective bids shall be done on the basis of net cost to BSNL on the prices of the goods offered inclusive of duties and taxes (but –excluding CENVAT-able duties and taxes) sales ,tax,packing,forwarding ,freight and insurance charges as per existing BSNL policies.</p>	<ul style="list-style-type: none"> • The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of duties and taxes (but excluding CENVAT – able duties & taxes), sales tax, packing, forwarding, freight and insurance charges etc., as indicated in the price schedule. • Vendors should furnish the correct E.D. / Customs tariff Head in the price schedule. If the credit for the Duties and Taxes under CENVAT credit rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority. • In case the Duties & Taxes which are non CENVAT – able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, BSNL may allow the supplier to submit necessary documents in this regard which may enable BSNL to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004. • BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D. / Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D. / Customs Tariff notifications.

				<ul style="list-style-type: none"> • If the supplier fails to furnish necessary supporting documents i.e. Excise / Customs invoices etc. in respect of the Duties / Taxes which are Cenvatable, the amount pertaining to such Duties / Taxes will be deducted from the payment due to the firm. • Invoice shall clearly indicate break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight / Packing Charges, Service Tax etc.
4.	Para 25 of “General Rules and Directions”.	12.	Does not exist	Agency has to observe all the labour rules & regulation in force. Agency shall be fully responsible for any violation observed at any time.
5.	Para 26 of “General Rules and Directions”.	12	Does not exist	<p>Bye laws Indemnity against liabilities</p> <ul style="list-style-type: none"> • The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received. • The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages , costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor. • All liabilities / penal recoveries on matters arising out of tax/excise /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc., shall be borne by the contractor.
6.	Para 27 of “General Rules and Directions”.	12.	Does not Exist	<p>Currency of contract:</p> <p>Rates quoted by the contractor shall be firm and shall be valid for the currency of contract. No cost escalation shall be permitted during the currency of contract.</p>

7.	Para 8.1 of “Conditions of Contract”.	15. For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest of three agencies who agree to the rates decided by BSNL in respect of 1 st lowest in the following manner:- a) If the work stands distributed between the first three lowest tenderers, the proportion of work distributed shall be as below:- 50% to the lowest tenderer and remaining quantities to other two tenderers in INVERSE RATIO of their Evaluated price. b) In case it is decided to split the work amongst the first two lowest firms, the proportion of work distribution shall be as follows: i) 70% to the first lowest tenderer. ii) 30% to the second lowest tenderer. In case the tenderers other than lowest tenderer does not agree to match the rates of L1 then 100% works shall be awarded to the lowest tenderer.	<p>For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-</p> <table border="1" data-bbox="792 415 1591 1024"> <thead> <tr> <th data-bbox="792 415 1122 552">Number of Bidders in whom the order is proposed to be placed</th> <th data-bbox="1122 415 1591 552">Distribution of Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="792 552 1122 621">2 (two)</td> <td data-bbox="1122 552 1591 621">L1 shall be given 70% L2 shall be given 30%</td> </tr> <tr> <td data-bbox="792 621 1122 758">3 (three)</td> <td data-bbox="1122 621 1591 758">L1 shall be given 50%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.</td> </tr> <tr> <td data-bbox="792 758 1122 894">4 (four)</td> <td data-bbox="1122 758 1591 894">L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.</td> </tr> <tr> <td data-bbox="792 894 1122 1024">5 (five)</td> <td data-bbox="1122 894 1591 1024">L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.</td> </tr> </tbody> </table> <p>In case lowest evaluated price (L1) is not accepted by other bidders BSNL reserves the right to award the entire quantity under this tender on the bidder(s) with lowest evaluated price.</p>	Number of Bidders in whom the order is proposed to be placed	Distribution of Quantity	2 (two)	L1 shall be given 70% L2 shall be given 30%	3 (three)	L1 shall be given 50%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.	4 (four)	L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.	5 (five)	L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.
Number of Bidders in whom the order is proposed to be placed	Distribution of Quantity												
2 (two)	L1 shall be given 70% L2 shall be given 30%												
3 (three)	L1 shall be given 50%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.												
4 (four)	L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.												
5 (five)	L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.												
8.	Clause 7.3 of “Clauses of Contract”.	22. Payment to the contractors for Air Conditioning, Engine Alternator, Sub Station, Lifts, fire detection, fire fighting and other specialised	Deleted										

		<p>items, during progress of work, will be regulated as below :-</p> <p>a) 80% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.</p> <p>b) 10% of prorata of the approved price breakup of contract value after successful installation of equipment.</p> <p>c) 5% of the approved contract value after successful completion of Initial acceptance testing.</p> <p>d) 5% of the approved contract value after successful completion of the final acceptance testing.</p> <p>e) For the works where A/T is not applicable e.g. for substation, lift, fire fighting etc. 5% of the approved contract value shall be released after clearance by Electrical inspector/ lift inspector/ Fire officer respectively.</p>	
9.		Does not Exist	<p style="text-align: center;">Annexure I MODEL FORM OF BANK GUARANTEE (for submitting EMD)</p> <p>Whereas _____ (hereinafter called "the contractor(s)") has submitted its Tender dated _____ for the work _____</p> <p>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.</p> <p style="text-align: center;">THE CONDITIONS of the obligation are:</p> <ol style="list-style-type: none"> 1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or 2. If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity. <ol style="list-style-type: none"> (a) Fails or refuses to execute the Contract. (b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document.

			<p>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.</p> <p>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.</p> <p>Signature of the Bank</p> <p>Signature of the Witness Name of Witness</p> <p>Address of Witness:</p>
10.		Does not exist	<p style="text-align: center;">ANNEXURE II PERFORMANCE SECURITY GUARANTEE BOND</p> <p>In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(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 fulfillment by the said contractor (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 _____ (contractor(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 Contractor(s) of any of the terms or conditions contained in the said Agreement.</p> <p>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 contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(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 _____.</p> <p>3. We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 contractor(s)/supplier(s) shall have no claim against us for making such payment.</p> <p>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/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(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 TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.</p> <p>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 matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.</p> <p>6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).</p> <p>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.</p> <p>Dated the _____ day of _____ for _____ (indicate the name of bank)</p>