



Indian Overseas Bank

General Administration Department
763, Anna Salai Mount Road
Chennai-600002
Tamil Nadu

Tender Document

**For Procurement of Karat meter (Properspective
Bidders are advised to Visit GeM portal for more
detail)**

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Section I: Notice Inviting Tender (NIT)

1. Invitation

The Indian Overseas Bank ("the Authority"), invites bids for the supply of Karatmeters to its various branches pan India. This document outlines the terms and conditions for this procurement process.

2. Tender Overview

This Notice Inviting Tender (NIT) is an integral part of the Tender Document and provides a high-level summary of the tender. Bidders must read the complete Tender Document before submitting their bids.

3. Clarifications

Queries regarding the Tender Document must be submitted electronically to the designated contact person i.e. Shri. Bishwa Ranjan, Sr Manager, GAD, gad@iobnet.co.in ,Ph no. 9962208500 before the clarification deadline, as specified in the Tender.

Section II: Eligibility Criteria

1. General Requirements

Participation is open to all bidders who meet the following criteria:

- Must be a Indian National, private entity, or public entity.
- Must be a manufacturer or authorized dealer of the product.
- Must not be insolvent, bankrupt, or in receivership.

2. Additional Requirements

1. Must not have been blacklisted or debarred by any government agency.
2. Must comply with Make in India and other relevant government policies.
3. Must submit an Eligibility Declaration (Form 3).

Section III: Instructions to Bidders (ITB)

1. Submission of Bids

- Bids must be submitted electronically through GeM before the deadline specified in the Tender Information Summary (TIS)
- Originals of scanned documents (if required) must be uploaded in GeM online by the deadline.
- Late bids will not be accepted.

2. Bid Securing Declaration

- Bidders must submit a Bid Securing Declaration (BSD) using [Form 7](#). Failure to comply will result in rejection. A self-attested scan of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.

3. EMD & Performance Guarantee

- EARNEST MONEY DEPOSIT (EMD)

The participating bidder must remit an EMD of Rs. 14,00,000/- by way of NEFT to :

A/C No. 901102000641125 IFSC: IOBA0009011

Name of the Account: Utility Account

- The EMD would be returned to unsuccessful bidders on completion of the tender process without any interest maximum within 30 days
- The EMD of the successful contractor will be returned once the performance guarantee is submitted. (if any)
- Performance Guarantee: The bidder needs to deposit within fifteen (15) working days from the date of acceptance of work order, a Performance Guarantee in the form of Bank Guarantee, for an amount of 5% of the Tender value for the due performance and fulfilment of the contract by your firm which is valid for 63 months.

4. Purchase Preference Policies of the Government

- As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. Right to Reject any or all Bids

- The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
- In case of any dispute the Jurisdiction of the same shall be at buyer location i.e., Chennai only.

6. Regarding Documents/ guidelines

- The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

7. Regarding Tender Document:

- The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's

accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

- The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

8. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in [Form 3](#) - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- has a close business or family relationship with a staff of the Indian Overseas Bank who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract

8.1. Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in Form 3 – Eligibility Declarations:

- Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/

Class-II/ Non-local Supplier and their eligibility to participate as per this clause.

- If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phrasing of increase in local content, he must provide proof thereof.

8.2. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the [Government](#) to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

8.3. Registration of MSEs

- 1) MSEs interested in availing such benefits must enclose in Form 3 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
 - a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs
 - b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
 - c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

9. Undue profiteering

1. Controlled Price, if any or MRP: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
2. Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies

available therein in addition to other punitive actions for violation of Code of Integrity.

10. Pre-bid Conference

1. If a Pre-bid conference is stipulated in the Tender Information Summary (TIS), prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno-commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document.
2. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/commercial conditions.
3. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.
4. Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the format in Form 11: "Authorization for attending a Pre-bid Conference " from their Company/ principals; else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the Procuring Entity.
5. After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the Pre-bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per above, to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.

10.1. Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

11. Signing and Uploading of Bids

11.1. Relationship between Bidder and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement

portal (hereinafter called the GeM Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

11.2. Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 2 Bidder Information.

11.3. Submission/ Uploading to the Portal

1. No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
2. Bids shall be received only *Online* on or before the deadline for the bid submission as notified in Tender Information Summary (TIS).
3. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act as amended from time to time
4. Bidder need not sign or up-load the Schedules as per tender above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
5. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
6. If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA). LOA to be accepted within 7 days .
7. Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

11.4. Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

12. Grievance Redressal/ Complaint Procedure

1. Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.
2. Within 5 working days through GeM portal any receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
3. The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - a. Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
 - b. Only a directly affected bidder can represent in this regard.
 - i. In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
 - ii. In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - c. Following decisions of the Procuring Entity shall not be subject to review:
 - i. Determination of the need for procurement.
 - ii. Complaints against specifications except under the premise that they are either vague or too specific to limit competition
 - iii. Selection of the mode of procurement or bidding system;
 - iv. Choice of the selection procedure.
 - v. Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
 - vi. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
 - vii. The decision to enter into negotiations with the L-1 bidder; and Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

14. Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts.

Section IV: Evaluation of Bids

1. Responsiveness

Bids will be evaluated for compliance with the terms and conditions specified in the GeM and Attached Document. Non-compliant bids will be rejected.

2. Eligibility and Qualification

Bidders must:

- Meet the eligibility criteria outlined in Section II.
- Submit all required forms, including Form 3 (Eligibility Declarations)

3. Price Evaluation

- Financial bids will be evaluated based on the total price, including taxes and duties.
 - Purchase preference will be given to Class-I Local Suppliers as per the Make in India policy.
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Section V: Terms and Conditions

1. Scope of Supply

- The supplier must deliver Karatmeters as per the specifications outlined in Section VI.

2. Delivery Schedule

1. Goods must be delivered within the timeline specified in the contract.
2. Delays will attract penalties as detailed in the Special Conditions of Contract (SCC).

3. Warranty

- A minimum warranty of 12 months is required from the date of installation.

4. Payment Terms

- Payments will be made as per the schedule specified in the SCC.
- No advance payments will be made

5. Changes in Laws and Regulations

- Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

6. Communications

1. All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
 2. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
 3. No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
 - a. Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
 - b. The person signing the Communications
1. For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:
 2. The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity (IOB) reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
 3. Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

7. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

1. The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
 - The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
 - In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

8. Contractor's Obligations and restrictions on its Rights

8.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract Business

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1. a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
2. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
3. If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

8.2 Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor

should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to:

- Change regarding declarations made by it in its bid in Form 3 Eligibility Declaration

9. Scope of Supply and Technical Specifications

9.1 The Scope of Supply

- This contract is for the supply of the 100 nos of karatmeter as per the specification mentioned in the schedule VI.
- The detail delivery location of supply of karatmeter to the various branches as mentioned in the annexure -1

9.2 Technical Specifications and Standards

- The Goods to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in Technical Specification and Quality Assurance' Schedule VI of the Tender Document or as stipulated in the contract. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.
 - Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.
 - conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

9.3 Quantity Tolerance

- Unless otherwise stipulated in the contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 25% of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.

10. Warranty/ Guarantee

If so stipulated in the SCC/ Contract, the following warranty/ Guarantee clause shall apply:

1. the contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the

2. material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
3. Unless otherwise indicated in the contract, the contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for 12 months after their delivery or 12 months from the date of placement in service (e.g., installation and commissioning), whichever shall be later.
4. Obligations of the contractor under the warranty clause shall survive even though:
5. The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Procuring Entity.
6. The contract is terminated for any reason whatsoever.
7. The Procuring Entity shall promptly notify in writing to the contractor, If during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Procuring Entity in that behalf being final and conclusive).
8. Upon receipt of such notice, the contractor shall, within 14 days (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.
9. A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as below. The maximum penalty for warranty failure will be 10% (Ten percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds.
10. In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.
11. If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default under GCC-clause, and the Procuring Entity shall avail any or all remedial action(s) thereunder.

11. Consequence of Rejection

1. Upon the Goods being rejected by the Procuring Entity shall be at liberty to:
 - 1.1 such goods shall be removed by the contractor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection.
 - 1.2 Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores/goods till the price paid for such stores/goods is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores/goods or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Goods without being entitled to any extra payment on that or any other account.
2. All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's risk immediately on such rejection. If the contractor does not remove such Goods within the periods

mentioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods.

11.1 Consignee's right of Rejection of Inspected Goods

1. Goods accepted by the Procuring Entity and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the Procuring Entity's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.
2. Goods Receipt and Inspection Report
If the received consignment successfully passes the quantity and quality checks, procuring Entity shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The contractor may claim payment based on this document inter-alia other specified documents.
3. Rejection of Consignment by the Consignee
If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected consignment as per above within 21 days unless otherwise stipulated in the contract.

12. Terms of Delivery and delays

12.1 Effective Date of Contract

1. The effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within 14 days of the date signed by the procuring entity or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

12.2 Time is the Essence of the contract

1. The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.
2. The Karat meter shall be supplied to the mentioned location within 45 days of the letter of award to the successful bidder.

12.3 Delay in the contractor's performance

1. If the contractor fails to deliver the Goods or any instalment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:
 2. recover from the contractor liquidated damages as per clause below, or treat the delay as a breach of contract as per clause below and avail all the remedies therein.

12.4 Inordinate Delays

1. Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

12.5 Extension of Delivery Period:

1. If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
2. Conditions for Extension of Delivery Period: When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
 1. Liquidated Damages: The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
 2. Denial Clause:
 - I. No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
 - II. Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date
 - III. Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date

12.6 Liquidated damages

if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½% percent of the

delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 12.6-2 shall also apply.

12.7 Force Majeure

1. On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

13. Prices and Payments

13.1 Controlled Prices

1. The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
2. Penalties for overcharging: If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:
 1. annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available thereunder, or
3. Unless otherwise stated in the contract, The Procuring Entity shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery.

13.2 Fall Clause

1. The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.
The above stipulation shall, however, not apply to:
 - a) Exports by the contractor
 - b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
2. the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.
** We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above.*

14. Defaults, Breaches, Termination, and closure of Contract

14.1 Termination due to Breach, Default, and Insolvency

14.2 Defaults and Breach of Contract

1. In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:
 - a) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
 - b) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- c) Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

14.3 Closure of Contract

No Claim Certificate and Release of Contract Securities :After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

Section VI: Technical Specifications and Qualification Criteria

1. Product Requirements

- Karatmeters must conform to the detailed specifications provided in the Technical Specification and Quality Assurance section.
- Products must be brand new and incorporate recent technological improvements.

Technical Specification and Quality Assurance Schedule-1:

S.no	Components	Required Configurations
1	Type of Gold Purity Testing Machine	Table Top
2	X-ray source*	X-ray tube (X Ray Fluorescence technology)
3	Detector*	Gas filled proportional counter
4	Detection Range	Au, Ag, Pt, Pd, Rh, Ru, Cu, Cd, Zn, Ni (if any)
5	Measurement Range	0.05-99.99 %
6	Measurement/Test/Scanning Area	12 mm and above
7	Measuring Direction	Bottom up
8	Measuring Distance/Depth	10 micron & above
9	Measurement time	20-60seconds
10	Test Precision/Accuracy *	(+or-) 0.3 % in Ornaments
11	Collimator	6.0 mm or above
12	Accessories Integration *	Integration with PC, weighing machine and printer with related software
13	Sample positioning	Manual
14	Focusing	Auto focus
15	Sample chamber	Large in order to accommodate big ornaments
16	Warning Alert*	Within 5 seconds
17	Calibration	Once, only at installation
18	Consolidated Report Formats*	In Excel, PDF & XML Information report with Loan Number, Customer Name, Weight of the ornament (individually in case of multiple ornaments), Image of ornament
19	Gold Evaluation Report*	Single cumulative report for each Gold Loan Account with all ornaments details with image, lending rate, market rate, lending amount, etc., Note: Informative Report with Loan No, Customer's Name , Type of Ornament, Stone Weight, Rate & LTV

		<p>2. Should show the purity of Gold in percentage(%) value and in carat value; also elements other than Gold should also be mentioned in the report.</p> <p>3. Any metals detected other than the Gold and other Listed in detection range, should add to other metal category in the reports and should not be added to the any of the metals mentioned in detection range.</p>
20	Safety Standards*	Safety switch to ensure X-ray disperse only when top cover is closed and should be obtained specific AERB approval for the Type & Model proposed to be supplied for Radiation safety.
21	Battery Back up	UPS compatible with built in stabilizer
22	Service Support Offline*	Directly by vendor all over India within 48 hours of call log.
23	Service Support Online	24X7 Support
24	Warm up time/ Heating time/Daily Initial Calibration *	Should be less than 120 Seconds
25	Approval	AERB(Atomic Energy Regulatory Board) approved

Additional Specification:

1. Gold Purity Analyzer / Karat meter (X-ray fluorescence technology) should use the interaction of x-rays with the target material (Ornament /Jewelry) to determine its elemental composition.
2. Gold Purity analyzer machine should give the exact purity of Gold ornaments along with the details of the various metals present in the ornaments.
3. There should be no loss of Gold on account of testing as in the case of traditional methods.
4. Machines should not in anyway allow any possibility of human manipulation.
5. The Gold Ornaments / coins are to be appraised by gold purity Analyzer machine (X-ray Fluorescence spectrometer) to determine the value of the purity item/piece- wise test reports should be obtained from the analyzer machine.
6. Instrument should be having high precision repeatability and nondestructive analysis
7. The Instrument should be able to interface to a computer through USB port and should use convenient software which can be interface easily for quick analysis and preparation of report/
8. Calibration / Standardization should be onetime (during installation or shifting) regular software updated to be provided at free of cost.
9. Instruments should provide print out of details with the borrower's name other fields along with details / quality of jewelry. Etc.

Section VII: Qualification Criteria

a. Minimum Eligibility Criteria

- i. Past Experience of working with minimum three Public sector Bank/Financial Institutions with
 - 80 % Karat meter in single tender value /
 - 50 % or more of the same in each two work orders
 - 40 % or more of same in each three work orders.
- ii. OEM / Authorization Certificate from OEM in case of dealer.
- iii. 5 Yr of Experience in supply of kara-meter – Relevant Work orders
- iv. Performance certificate of machine working condition from the existing supplied machine last two year. (Declaration certificate from the Buyer about working condition and service).
- v. Karatmeter should be AERB(Atomic energy Regulatory Board) approved.

b. Evaluation criteria for Technical Bids:

The Technical Bid will also be evaluated on the basis of the points to be awarded as per following table: -

Table-I-Evaluation criteria for Technical Bids:

Sr.No	Criterion	Points	Total
1	Number of Years completed (Experience in supply of Karat Meter – supporting document such as work order , PO)		10
	5 Years	2	
	>5 and upto 10 Years	5	
	Above 10 Years	10	
2	Turn Over (CA Certified Balance sheet of last three FY from FY 23-24		10
	Rs. 1Cr to Rs. 10 Crores	4	
	>Rs.10 Crores - and Upto 20 Crores	6	
	>Rs.20	10	
3	No of Location Pan India (Service location – Self Declaration of company letter head)		10
	1-10	2	
	11- to 20	8	
	>20	10	
4	Number of Public Sector Undertakings being serviced by you related to Karat Meter (supporting documents)		10
	1-3	2	
	>3 to < 6	5	
	>6	10	
5	Supply of Karatmeter to PSB or Financial Institution (supporting documents)		10
	80 to 100	4	

	>100 to 200	8	
	>200	10	
6	Demo of Machine In presence of Purchase Committee		50
	One time calibration upon installation	10	
	Warning alert if purity is less in the xray exposed area	10	
	Can be operated from external pc or Laptop OS- Win 7/8/10 , RAM-4 GB	10	
	Report Generation in less than 90 sec	10	
	User friendly	10	

Bidders meeting the basic criteria and scoring equal to or more than 70-marks as per above evaluation in Technical Bid, will qualify for the further opening of Price Bid.

(All supporting documents shall be enclosed related to Minimum Eligibility Criteria and claiming point as per above table)

Section VIII: General Conditions of Contract (GCC)

1. Communications

- All communications must be in writing and addressed to the designated contact person.

2. Changes in Laws and Regulations

- Any changes in applicable laws after the bid submission deadline will be reflected in the contract price and delivery timeline.
-

Price Bid

Sr No	Description	Amount in Rs without GST	Amount with GST
1	Supply of Karatmeter (Gold Purity Machine 100 nos)	Rs.	
2	AMC cost for first year (After warranty period of 12 months)	Rs.	
3	AMC for Second Year	Rs.	
4	AMC for 3 rd year	Rs.	
5	Comprehensive AMC for 4 th Year	Rs.	
	Total (1+2+3+4+5)	Rs.	

1. L1 will be selected on the total quoted price only inclusive of GST.
2. **Our Eligibility and Qualifications to participate** : We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 3 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document.
3. **Our Bid to supply Goods:** We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.
4. **Prices:** We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:
 - a) based on terms of delivery and delivery schedule confirmed by us; and
 - b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
 - c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
 - d) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder/s.
 - e) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.
5. **Affirmation to terms and conditions of the Tender Document:-**We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.
6. **Bid Securing Declaration-**We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form : 07 'Documents Relating to bid security.'
7. **Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies-**We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at

any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

8. **A Binding Contract:** We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.
9. **Performance Guarantee and Signing the contract-**We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.
10. **Signatories:-**We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. We acknowledge that our digital/digitized signature is valid and legally binding.

11. Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....
(Signature with date)
.....

(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

Form2-Bidder Information

(To be submitted as part of Technical bid) (On Company Letter-head)

(Along with supporting documents, if any) Bidder's

Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date..... Tender

Document No. Tend No./ Tender Title:

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1. Bidder/ Contractor particulars:

- a. Name of the Company:.....
- b. Corporate Identity No. (CIN):
- c. Registration, if any, with The Procuring Entity:
GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- d. Place of Registration/ Principal place of business/ manufacture
Complete Postal Address:
- e. Pin code/ ZIP code:
- f. Telephone nos. (with country/ area codes):
- g. Mobile Nos.:(with country/ area codes):
- h. Contact persons/ Designation:
- i. Email IDs:

Submit documents to demonstrate eligibility

A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2. Taxation Registrations:

- a. PAN number:
- b. Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c. GSTIN number: in Consignor and Consignee States
- d. Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:
- e. Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. Authorization of Person(s) signing the bid on behalf of the Bidder

- a. Full Name: _____
- b. Designation: _____
- c. Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4. Bidder's Authorized Representative Information

- a. Name
- b. Address:
- c. Telephone/ Mobile numbers: Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

DA: As above

Form3-Eligibility Declarations

(To be submitted as part of Technical bid) (On Company Letter-head)(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx; Tender Title:

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

Eligibility Declarations

We hereby confirm that we are comply with all the stipulation of NIT-clause and ITB-clause and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. Legal Entity of Bidder: _____
2. OEM/ Manufacturer/ Agent/ Dealership Status: _____
3. We are/ are not a JV _____
4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - a. are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.
 - b. (Including our Contractors/ subcontractors for any part of the contract):
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ OR
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications
 - c. Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - d. We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - e. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
5. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:**

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a. we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- b. we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6. MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a. We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b. We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c. Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7. Start-up Status

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8. Make in India Status:

- 1. Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a. Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

b. We also declare that

There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
 We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9. Self-Declaration by Indian Agents/ Associates of Foreign Principals

Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 2 annexed herewith.

10. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
 (Signature with date)

.....
 (Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

Form4-OEM's Authorization

(On Company Letter Head)

(To be submitted as part of Technical bid)

OEM's Name _____

[Address and Contact Details]

OEM's Reference No. _____

Date.....

The

General Manager

Indian Overseas Bank

General Administration Department, 763 Anna

Salai, Chennai-2 (TN)

Dear Sirs,

Ref. Your Tender Document No. Tend No./ xxxx; Tender Title:

1. We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at------. We hereby authorize Messrs.------(*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is, dated/ since.....
2. We further confirm that no Contractor or firm or individual other than Messrs. (name and address of the above-authorised dealer) is authorized for this purpose.
3. As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

Our details are as under:

- a) Name of the Company:.....Complete Postal Address:
.....
- b) Pin code/ ZIP code:
- c) Telephone nos. (with country/ area codes):
- d) Mobile Nos.: (with country/ area codes):
- e) Contact persons/
- f) Designation:
- g) Email IDs:

We enclose herewith, as appropriate, our ----- (*Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*)

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs

.....

[name & address of the OEM and seal of company]

DA: As above

Form5-Technical Specifications -Compliance

(To be submitted as part of technical bid)
(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title:

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, and Warranty, AMC requirements in the Tender document.

.....
(Signature with date)
.....

(Name and designation)
Duly authorized to sign bid for and on behalf of
.....
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

Form 6-Terms and Conditions - Compliance

(To be submitted as part of technical bid) (on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

Form7-Documents relating to Bid Security.

Note: To be submitted as part of technical bid, along with supporting documents, if any.

Bid Securing Declaration (on Company Letterhead)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To
General Manager
Indian Overseas Bank
General Administration Department, 763 Anna
Salai, Chennai-2 (TN)

Ref: Tender Document No. Tend No./ xxxx; Tender Title: Tender for Supply of Karatmeter

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Indian Overseas Bank for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity;
or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification
 - a. of cancellation of the entire tender process or rejection of all bids or
 - b. of the name of the successful bidder or
2. forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place..... [insert place of signing]

DA:.....

INTEGRITY PACT

The Central Vigilance Commission (CVC) has advised Government Organizations including Public Sector Banks to adopt Integrity Pact voluntarily in their major procurement activities. In line with these directives, Bank has decided to adopt Integrity Pact for Orders / Contracts of value of Rs.25 Lakhs and above.

The CVC guidelines further advises Banks to appoint Independent External Monitors, as approved by the CVC, to oversee the compliance of obligations under the Integrity Pact.

The Bank has implemented Integrity Pact in compliance with CVC guidelines. Accordingly, The Following have been appointed as Independent External Monitors, for the Bank.

Shri Kashinath Behera IAS (Retd)
AC-39, Khwaabgaah Co-operative Housing Society Ltd,
2nd floor, Flat No.2A, Street Nos.40&48,
Action Area -1 A, New Town,
Rajarhat, Kolkata - 700156
Email : beherakn54@yahoo.co.in

Shri Prashanta Kumar Agrawal, IPS (Retd.)
H. N. 762, Sector 17,
Faridabad,
Haryana-121002
Mobile: 8054932121
Email: agrawal.prashanta@gmail.com

The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both sides not to resort to any corrupt practices in any aspect / stage of the contract. Only those vendors / bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. Copy of the Integrity Pact is enclosed as with this Tender.

(To be executed in a non-judicial stamp paper of Rs.100/=)

PRE-CONTRACT INTEGRITY PACT

TENDER NAME:

TENDER NO:

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the day of _____ (month) 2023, between, on one hand, Indian Overseas Bank acting through Shri _____, Chief Manager of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ (Name of the Stores/Equipment / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency (strike off the items which are not applicable) the and is the original manufacturer / integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: _____) hereinafter referred to as "Tender / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitor (IEM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

AND WHEREAS Bidder and BUYER understands that the signing of this Integrity Pact is a preliminary qualification to participate in the aforementioned bidding process.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnessed as under:

The contract is to be entered into with a view to: -

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

- 1.1 The BUYER undertakes that no employee of the buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach. The bidder(s)/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.
- 1.5 The BUYER will exclude from the process all known prejudiced persons.

Article 2: Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following principles during participation in tender process and doing contract execution: -

- 2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.2 The BIDDER will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.
- 2.4 The BIDDER of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidders(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to Indian Agent/representative have to be in Indian rupees only.
- 2.5 The BIDDER who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.6 The bidder(s)/Contractor(s) will when presenting their bid, disclose any and all payments made, is committed to or intends to make an agent, brokers or any other intermediaries in connection with the award of the contract.
- 2.7 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.9 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 2.15 The Bidder shall not pass any information provided by the buyer as part of business relationship to others and shall not commit any offence under PC/IPC.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors who shall take responsibility of the adoption of the integrity pact by the sub-contractors.
- 3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.
- 3.3 In case of joint venture, all the partners are required to sign the integrity pact.

Article 4: Previous Transgression

- 4.1 The Bidders to disclose any transgressions with any other public/ government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason. If the bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
- 4.3 The imposition of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression. Buyer shall reserve the right to debar the-BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the buyer has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer of the Bank.

Article 6: Compensation for Damages

- 6.1 If the BUYER has disqualified the BIDDER from the tender process prior to the award on account of Violation of Article 2, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 6.2 If the BUYER has terminated the contract on account of Violation of Article 2, or if the buyer is entitled to terminate the contract on account of Violation of Article 2, the BUYER shall be entitled to demand and recover from the BIDDER liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article 7: Sanction for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-
- (i) To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
 - (ii) The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
 - (v) To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
 - (vi) To disqualify the bidders and exclude them from future business dealings as per the existing provision of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines as applicable.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
 - (viii) In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (ix) Action as per the procedure mentioned in the "Guidelines on Banning of business dealing" may be taken.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [ix] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, GFR 2017 as amended from time to time or any other statute implemented for prevention of corruption or any other financial regulations.

- 7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 8: Independent External Monitor

- 8.1 The BUYER has appointed Independent" External Monitor [hereinafter referred to as Monitor] for this Pact in consultation with the Central Vigilance Commission. They are,
Shri Kashinath Behera IAS (Retd)
AC-39, Khwaabgaah Co-operative Housing Society Ltd,
2nd floor, Flat No.2A, Street Nos.40&48,
Action Area -1 A, New Town,
Rajarhat, Kolkata - 700156
Email : beherakn54@yahoo.co.in
- Shri Prashanta Kumar Agrawal, IPS (Retd.)
H. N. 762, Sector 17,
Faridabad,
Haryana-121002
Mobile: 8054932121
Email : agrawal.prashanta@gmail.com
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor on report of complaints shall examine the complaints received and shall give their recommendations/view to the Chief Executive of the BUYER at the earliest. IEM may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious irregularities having a specific, verifiable vigilance angle, the matter shall be reported directly to the Vigilance Commission. IEMs shall tender their advice on complaint within 30 days.
- 8.9 The word '**Monitor**' would include both singular and plural.
- 8.10 The Monitor Shall have access to all the documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents /records/information having National security implications and those document which have been classified as Secret/Top Secret are not to be disclosed.

- 8.11 The Monitor may also look into any issues specifically raised before them, relating to execution of contract after award of contract.
- 8.12 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Article 9: Dispute Resolution:

- 9.1 In the event of any dispute between the and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMS in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of Monitors, the BUYER shall have the right to take further action as per the terms and conditions of the contract. The fees/expenses for dispute resolution shall be equally shared by both parties.
- 9.2 The Monitor will submit a written report to the designated Authority of BUYER within 4 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Article 10: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 11: Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

Article 12: Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 13: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 14: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be

deemed to be cumulative and no alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 15: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

- 15.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.
- 15.2 If the BIDDER is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution. In case of joint venture, all the partners are required to sign the integrity pact.
- 15.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall be first referred to IEM, who, then after examination, referred to CVC through Vigilance Dept.
- 15.5 Issues like warranty/Guarantee etc. shall be outside the purview of IEM.
- 15.6 In the event of any contradiction between the Integrity Pact and its annexures, the clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact at Chennai on

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Indian Overseas Bank

Witness

Witness

1.

1.

2.

2.

Form9-Bank Guarantee Format for Performance Security

To

General Manager
Indian Overseas Bank
General Administration Department , 763 Anna
Salai, Chennai-2 (TN)

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

Form10-No Claim Certificate

(On company Letterhead)

Contractor's Name _____

[Address and Contact Details]

Contractor's Reference No. _____

Date.....

To,
General Manager
Indian Overseas Bank
General Administration Department , 763 Anna
Salai, Chennai-2 (TN)

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees
_____ only) as final settlement due to us for the
supply of _____
under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents. on behalf of the contractor

(company Seal)

Date: _____

Place: _____

Form 11-Authorization for Attending Pre-bid Conference.

(on Company Official Letter Head)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To
Indian Overseas Bank
General Manager
[Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No./ xxx; Tender Title:

Subject: Authorization for attending Pre-bid Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend.
2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of bidder or
Officer authorized to sign the bid. Documents on behalf of the bidder
[name & address of Bidder and seal of company]

Form12-Contract Form

To, General Manager
Indian Overseas Bank
General Administration Department,
763 Anna Salai, Chennai-2 (TN)

Contract No..... dated.....

To
Contractor [Write Name]
Unique GeM Supplier ID:.....
[Complete address of the contractor]

Subject: -----Ref: 1. This
office' Letter of Award (LoA) No..... dated

*This office Tender Document No. Tend No./ xxxx; Tender Title: , dated..... and
subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the
Tender Document')*

*Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer
No..... dated (If any), exchanged between you and this office in connection
with this tender. (Hereinafter referred to as 'Your Offer')*

Dear Sir/ Madam,

1. Your bid referred above, read with subsequent letters mentioned above, for the Goods stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.
2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s authorized official) For and on behalf of.....

Received and accepted this contract
(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of
(Name and address of the contractor)

.....
(Seal of the contractor)

Place:_____

Date

Form13- Location of Supply (Annexure -1)

(Detail information related to contact person name and address will be given to the successful bidder)

Sl. No	State	Region	Branch Name	QTY
1	Tamil Nadu	COIMBATORE	EDAYARPALAYAM	1.00
2	Tamil Nadu	COIMBATORE	TIRUPPUR-KNIT CITY	1.00
3	Tamil Nadu	COIMBATORE	MADUKKARAI	1.00
4	Tamil Nadu	COIMBATORE	KOMARALINGAM	1.00
5	Tamil Nadu	COIMBATORE	THIRUMURUGANPOONDI	1.00
6	Tamil Nadu	COIMBATORE	RATHINAPURI, COIMBATORE	1.00
7	Tamil Nadu	COIMBATORE	KURUDAMPALAYAM,COIMBATORE	1.00
8	Tamil Nadu	COIMBATORE	KURICHI	1.00
9	Tamil Nadu	COIMBATORE	KAVUNDAMPALAYAM KONGUNADU COLLEGE	1.00
10	Tamil Nadu	COIMBATORE	SEERAPALAYAM KARPAGAM COLLEGE	1.00
11	Tamil Nadu	COIMBATORE	KUNIAMUTHUR	1.00
12	Tamil Nadu	COIMBATORE	KOTTUR	1.00
13	Tamil Nadu	ERODE	KARUR-GANDHIDGRAMAM	1.00
14	Tamil Nadu	ERODE	KARUPPALAYAM - SUKKALIYUR	1.00
15	Tamil Nadu	ERODE	KARUR	1.00
16	Tamil Nadu	ERODE	THOGAMALAI	1.00
17	Tamil Nadu	ERODE	THARAGAMPATTI	1.00
18	Tamil Nadu	ERODE	COLLECTORATE, THANTHONIMALAI	1.00
19	Tamil Nadu	ERODE	NEITHALUR	1.00
20	Tamil Nadu	ERODE	KANDANPALAYAM	1.00
21	Tamil Nadu	ERODE	AYYARMALAI	1.00
22	Tamil Nadu	ERODE	KOLLAMPALAYAM	1.00
23	Tamil Nadu	ERODE	KADAVUR	1.00
24	Tamil Nadu	ERODE	THALAVAPALAYAM	1.00
25	Tamil Nadu	ERODE	ANTHIYUR	1.00
26	Tamil Nadu	ERODE	JAWAHAR BAZAAR, KARUR	1.00
27	Tamil Nadu	ERODE	ANDANKOIL EAST	1.00
28	Tamil Nadu	ERODE	LALAPET	1.00
29	Tamil Nadu	KARAIKUDI	ARANTANGI	1.00
30	Tamil Nadu	KARAIKUDI	VIRALIMALAI	1.00
31	Tamil Nadu	KARAIKUDI	KOTTAIYUR	1.00
32	Tamil Nadu	KARAIKUDI	TIRUPATHUR	1.00
33	Tamil Nadu	KARAIKUDI	SINGAMPUNARI	1.00
34	Tamil Nadu	KARAIKUDI	KARAIKUDI - KAZHANIVASAL	1.00
35	Tamil Nadu	KARAIKUDI	ATHANI	1.00
36	Tamil Nadu	KARAIKUDI	PERUNGALUR	1.00

37	Tamil Nadu	KARAIKUDI	KEERAMANGALAM	1.00
38	Tamil Nadu	KARAIKUDI	AVANATHANKOTTAI	1.00
39	Tamil Nadu	KARAIKUDI	VALLATHIRAKOTTAI	1.00
40	Tamil Nadu	KARAIKUDI	KEERANUR	1.00
41	Tamil Nadu	MADURAI	VEMBARPATTI - GOPALPATTI	1.00
42	Tamil Nadu	MADURAI	PALANI CHETTIPATTI	1.00
43	Tamil Nadu	MADURAI	LAKSHMIPURAM	1.00
44	Tamil Nadu	MADURAI	VADAMADURAI	1.00
45	Tamil Nadu	MADURAI	A. VALLALAPATTI	1.00
46	Tamil Nadu	MADURAI	THIRVATHAVOOR	1.00
47	Tamil Nadu	MADURAI	VALAYAPATTI	1.00
48	Tamil Nadu	MADURAI	THENI ALLINAGARAM	1.00
49	Tamil Nadu	MADURAI	SENDURAI	1.00
50	Tamil Nadu	MADURAI	MADURAI-RAJAGAMBERAM	1.00
51	Tamil Nadu	MADURAI	SILAPADI	1.00
52	Tamil Nadu	MADURAI	SILUKKUWARPATTI	1.00
53	Tamil Nadu	MADURAI	KARUMATHUR	1.00
54	Tamil Nadu	MADURAI	CHATHRAPATTI	1.00
55	Tamil Nadu	PUDUCHERRY	NAGAPATTINAM	1.00
56	Tamil Nadu	PUDUCHERRY	AYYAKARANPULAM	1.00
57	Tamil Nadu	PUDUCHERRY	KAMMAPURAM	1.00
58	Tamil Nadu	PUDUCHERRY	SETHIATHOPPU	1.00
59	Tamil Nadu	PUDUCHERRY	VADAKUTHU	1.00
60	Tamil Nadu	PUDUCHERRY	THOPPUHURAI	1.00
61	Tamil Nadu	PUDUCHERRY	THARANGAMBADI - PORAIYAR	1.00
62	Tamil Nadu	PUDUCHERRY	VRIDHACHALAM (Formerly Paravalur)	1.00
63	Tamil Nadu	PUDUCHERRY	LAWSPET, PONDICHERRY	1.00
64	Tamil Nadu	SALEM	KALLAKURICHI	1.00
65	Tamil Nadu	SALEM	ULUNDURPET	1.00
66	Tamil Nadu	SALEM	KARUVALLI	1.00
67	Tamil Nadu	SALEM	PUTHIRAGOUNDAMPALAYAM	1.00
68	Tamil Nadu	SALEM	BARGUR	1.00
69	Tamil Nadu	SALEM	THOPPAMPATTI	1.00
70	Tamil Nadu	SALEM	KADAYAMPATTI	1.00
71	Tamil Nadu	SALEM	KALLAVI	1.00
72	Tamil Nadu	SALEM	NATHAMOOR	1.00
73	Tamil Nadu	THANJAVUR	KUNNAM	1.00
74	Tamil Nadu	THANJAVUR	NANJIKOTTAI	1.00
75	Tamil Nadu	THANJAVUR	KAIKALATHUR	1.00
76	Tamil Nadu	THANJAVUR	ULLIKOTTAI	1.00
77	Tamil Nadu	THANJAVUR	SIRUVACHUR	1.00
78	Tamil Nadu	THANJAVUR	ALATHUR GATE	1.00

79	Tamil Nadu	THANJAVUR	PERAMBALUR	1.00
80	Tamil Nadu	THANJAVUR	NILAGIRIVATTAM, THANJAVUR	1.00
81	Tamil Nadu	THANJAVUR	ALATHUR	1.00
82	Tamil Nadu	THANJAVUR	BUDALUR	1.00
83	Tamil Nadu	THANJAVUR	ERAIYUR	1.00
84	Tamil Nadu	THANJAVUR	SIRAMELKUDI	1.00
85	Tamil Nadu	THANJAVUR	MUTHUPET (IDUMBAVANAM)	1.00
86	Tamil Nadu	THANJAVUR	KALYANPURAM	1.00
87	Tamil Nadu	THANJAVUR	POOLAMBADI	1.00
88	Tamil Nadu	THANJAVUR	NARANAMANGALAM	1.00
89	Tamil Nadu	THANJAVUR	THAMBIKOTTAI - VADAKADU	1.00
90	Tamil Nadu	THANJAVUR	AVANAM	1.00
91	Tamil Nadu	THANJAVUR	POOKKOLLA	1.00
92	Tamil Nadu	THANJAVUR	MALLIPATTINAM	1.00
93	Tamil Nadu	THANJAVUR	PERUMAGALUR	1.00
94	Tamil Nadu	THANJAVUR	TANJORE	1.00
95	Tamil Nadu	THANJAVUR	SENGIPATTI	1.00
96	Tamil Nadu	THANJAVUR	NORTH MAIN STREET, THANJAVUR	1.00
97	Tamil Nadu	THANJAVUR	ELAMBALUR	1.00
98	Tamil Nadu	THANJAVUR	NATTUCHALAI	1.00
99	Tamil Nadu	THANJAVUR	KORANATTU KARUPPUR	1.00
100	Tamil Nadu	THANJAVUR	THILLAIIVILAKAM	1.00