इंडियन बैंक Indian Bank इलाहाबाद ALLAHABAD	Zonal Office Tiruppur NO.208/650 KRBS TOWERS, SECOND FLOOR P N ROAD, Mettupalayam Bus Stop TIRUPPUR 641 602 04212224567

Annexure-1

INDIAN BANK
Zonal Office Tiruppur
NO.208/650
KRBS TOWERS, SECOND FLOOR
P N ROAD, Mettupalayam Bus Stop
TIRUPPUR 641 602
04212224567

Email: zotiruppur@indianbank.co.in

TENDER DOCUMENT

FOR ENGAGEMENT OF AGENCY FOR DOING ELECTRICAL SAFETY AUDIT & ENERGY AUDIT OF BANK'S BRANCHES/OFFICE PREMISES

इंडियन बैंक Indian Bank

Corporate Office
254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014

1. **BACKGROUND**

Indian Bank (the "Bank") is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 with its head office at 254-260,Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.The Bank is desirous of conducting Electrical Safety Audit & Energy Audit of its Branch /Office building located at **Tiruppur Zone.** To engage the experienced agencies for conducting Electrical Safety audit & Energy Audit , scope of Work is outlined in this Tender document. Any further addenda/ corrigenda / extension of dates / clarifications/ responses to Tenderers' queries in respect of the above tender shall be posted only on the Bank's website at www.Indianbank.in and no separate notification shall be issued in any newspapers.

2. **DISCLAIMER**

The information contained in this Tender document or information provided subsequently to the Tenderers by the Bank on the terms and conditions set out in this Tender document and all other terms and conditions, subject to which such information is provided, is being provided to the Tenderers for the purpose of inviting Tenders and does not constitute nor should be interpreted as an offer. This Tender document is meant to provide information only and the Tenderers acknowledge that it shall be used only for the purpose of preparing and submitting the Tender and for the purpose necessarily associated herewith and for no other purpose whatsoever. This Tender document has not been filed, registered or approved in any jurisdiction. Each Tenderer should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this Tender document and wherever felt necessary to obtain independent advice. The Bank makes no representation or warranty and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender document. The information contained in this Tender document is selective and is subject to update, expansion, revision and amendment.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this Tender document and/or the Tendering process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Tenderers or can be accessed on the website of the Bank at www.Indianbank.in. Any information contained in this Tender document will be superseded by any later written information on the same subject made available/accessible to the Tenderers by the Bank. All information about the Bank and the Scope of Work furnished by the Tenderers to the Bank in the context of the Scope of Work shall be deemed to be "Confidential Information" for purposes of this Tender document. Information provided in this Tender document is on a wide range of matters, some of which may depend upon interpretation of 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. Further, the Bank does not accept liability of any nature whether resulting from negligence or otherwise

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howsoever caused arising from reliance of any Tenderers upon the statements contained in this Tender document.

The Bank reserves the right to reject any or all Tenders received in response to this Tender document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Tenderer might suffer due to such reason. The decision of the Bank shall be final, conclusive and binding on all the Tenderers/parties directly or indirectly connected with the Tendering process.

While this Tender document has been prepared in good faith, neither the Bank nor its employees, officers, and executives make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in this Tender document shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by the Bank, its employees, officers, executives, affiliates, their respective officers, employees and agents even if any loss or damage is caused by any act or omission on the part of the Bank, its officers, employees, executives, affiliates, their respective officers, employees and agents, whether negligent or otherwise.

3. **TIME SCHEDULE OF THE TENDER PROCESS:**

Sl. No	Particulars	Date and Time
1	Date of commencement of Tender Process	Date- 29 April /2023
2	Date and time for receipt of written queries for clarification from Tenderers.	Date- **04 May 2023** Time- **12:00 PM**
3	Last date and Time for submission of Tender including Technical and Financial Bids and EMD ("Tender Due Date").	Date- **12 May 2023** Time- **12:00 PM**
5.	Date and Time for opening of the Technical Bid.	Date – **12 May 2023** Time – **04:00 PM** Venue - **Indian Bank, Zonal Office,Tiruppur**
6.	Date and Time for opening of Financial Bids.	Date and time for opening of Financial Bids shall be advised separately after evaluation of Technical Bids. Venue: **Indian Bank, Zonal Office, Tiruppur**

4. **DEFINITIONS**

Capitalized terms used in this Tender document, will have the following meanings unless. The context requires otherwise.

4.1 "Bank" means Indian Bank, a body constituted under the provisions of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1969 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 14.

4.2 "Contract" means the contract to be signed between the Bank and the selected Tenderer in accordance with a format to be approved / provided by the Bank and all the attached documents and the appendices, thereto.

4.3 "Agency" means the successful Tenderer who has been awarded the contract as per the Scope of Work outlined in this Tender document by the Bank, pursuant to issuance of the Work Order.

4.4 "Day" means the Bank's working day as defined under Negotiable Instrument Act, 1881.

4.5 "Work Order" means the letter of intent to be issued by the Bank to the successful Tenderer in accordance with paragraph 17.1 of this Tender document.

4.6 "Parties" means, collectively the Bank and the Tenderer/ selected Tenderer/ Agency as the context may require and "Party" means any of them individually.

4.7 "Personnel / Professional" mean employees, officers, partners, directors, executives, staff and personnel of the Tenderer.

4.8 "Scope of Work" means the scope of work to be undertaken by the successful Tenderer / Agency, as outlined in this Tender document.

4.9 "Tender" means the Technical Bid, the Financial Bid and other documents submitted in response to this Tender document submitted by the Tenderer

4.10 "Tender document" means this "invitation of Tender" prepared by the Bank for the engagement of audit agency including any subsequent clarification, amendment, modifications issued by the Bank hereto.

4.11 "Tenderer" means any individual, entity, body corporate or a firm who is submitting its Tender in response to this Tender notice for providing services to the Bank.

5. **OBJECTIVE**

5.1 The Bank is desirous to engage an agency for undertaking the Scope of Work, in accordance with and in the manner set out in this Tender document and the Contract.

5.2 Accordingly, interested parties are requested to go through the eligibility criteria, Scope of Work, terms and conditions, etc. as enumerated

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herein below and submit their Tenders as per programme detailed in this document.

6. **ELIGIBILITY CRITERIA**

Tenders may be submitted by an individual, proprietorship firm, limited liability partnership, company which satisfies the eligibility criteria stipulated in this Tender document.

6.1 The Tenderer must be a citizen of India and competent to contract under Indian Contract Act, 1872 and if a Institute, partnership firm, limited liability partnership, company or entity, it should be duly constituted / registered / incorporated, in accordance with the applicable laws of India.

6.2 The Tenderer should not have been declared insolvent, bankrupt or unable to pay his debts, by any court of law and shall have no insolvency or similar proceedings pending before any court of law or tribunal.

6.3 The Tenderer should not be a defaulter to any bank / financial institution or any non-banking financial company.

6.4 The Tenderer should not have been penalized for any criminal offence by any court and shall have no criminal action or proceedings pending before any court.

6.5 The Tenderer must have in its name, as a prime contractor / agency experience of having successfully executed assignments similar to the Scope of Work and must have successfully completed at least one single job anywhere in India in the past 3 (three) years.

(a) For the purposes of this paragraph, "year" means a continuous period of 365 (three hundred and sixty five) days starting at any date of a year during the period of the last 3 (three) years preceding the last day of the month previous to the one in which this Tender document is issued.

(b) For substantiating work experience, Tenderers are required to furnish the following information:

(i) Copy of work order and completion certificate from a client of the Tenderer; and

(ii) Start date and end date of each qualifying experience.

6.6 Preference would be given to a Tenderer who has qualifying experience with respect to assignments similar to the Scope of Work in relation to immovable properties owned by nationalized banks and financial institutions / Public Sector Undertakings / Centre and/or State Government organizations.

6.7 The Tenderer should have valid and currently subsisting permissions, licenses, authorizations required under applicable law to undertake its business and as may be required for purposes of the Scope of Work.

6.8 The Tenderer should possess a Permanent Account Number ("PAN"), Tax Deduction Account Number ("TAN") and GST number issued by the relevant tax department of the Government of India.

7. **PROCEDURE TO BE ADOPTED FOR SUBMISSION OF TENDER:**

7.1 General Instructions

(a) Tenderers must review this Tender document as a whole and ensure that their Tenders are as per the terms hereof. The Bank retains the right to modify the terms of this Tender document and/or any of the sections / attachments / formats at any time prior to the Tender Due Date.

(b) Tenderers are expected to examine this Tender document, including all instructions, forms, specifications, conditions and other documents and requirements hereof. Failure to furnish any or all of the information required by this Tender document or submission of a Tender not responsive to this Tender document in every respect may result in rejection of the Tender. Tenderers shall be deemed to have understood and taken into account all the terms and conditions prescribed in this Tender document.

7.2 Tenderers must apply to the Bank in the prescribed preform as provided in this Tender document.

7.3 The Tender should contain the following:

(a) The Technical Bid;

(b) The Financial Bid.

7.4 **The Technical Bid**: Tenderers must submit the Technical Bid in the format set out in Annexure A of this Tender document, duly filled up, in an envelope super scribing "Technical Bid For engagement agency for Electrical Safety & Energy Audit" on the top of the envelope. The format of the Technical Bid shall be typed out and printed on the Tenderer's letter head and signed by the Tenderer or an authorized signatory tendering with authorization from the Tenderer. The content of the Technical Bid submitted by a Tenderer must be same as the format set out herein and should not contain any other information. If there is any change in the contents of the Technical Bid submitted by the Tenderer as compared to the format set out herein, then the Tender shall be rejected. Self-attested copies of the following documents are to be submitted along with the Technical Bid:

7.4.1 In case, the Tenderer is firm, limited liability partnership or a body corporate, details of constitution of firm, limited liability partnership or body corporate;

7.4.2 KYC Documents like Aadhaar, PAN, driving license, passport, etc. If the Tenderer is firm, limited liability partnership or body corporate, the person who

has been authorized to submit and sign the Tender has to submit his / her KYC Documents;

7.4.3 In case of body corporate, are solution duly signed by the authorized persons of that body corporate authorizing therein a person to submit and sign the Tender.

7.4.4 An affidavit confirming therein that Tenderer has not been declared insolvent or no insolvency proceedings are going on in any court of law nor he has been a defaulter to any bank, financial institution or any non-banking financial company or have been punished for any criminal act by any court;

7.4.5 Latest income tax return;

7.4.6 Information on qualifying criteria as set out in paragraph 6 above, including necessary documents;

7.4.7 EMD by way of a demand draft for Rs. 2000/- (Rupees Two thousand only) favouring Indian Bank payable at **Tiruppur**; Firms registered with Udyog Aadhar as MSME exempted from EMD.

7.4.8 Audited balance sheet for last 3 (three) financial years and solvency certificate from its bankers.

7.5 **The Financial Bid**: Tenderers must submit the Financial Bid in the format set out in Annexure B of this Tender document, duly filled up, in separate sealed envelopes super scribing "**Financial Bid for Engagement of agency for Electrical Safety & Energy audit**" on top of the envelope. The Financial Bid shall not include any conditions attached to it. All unit rates and prices in the Financial Bid shall be quoted by the Tenderers in Indian Rupees only. Any such conditional Tenders shall be liable for rejection.

7.6 These two separate sealed envelopes should be put together in a third envelope duly sealed and super-scribing "**Tender for Engagement of agency for Electrical Safety & Energy audit**".

7.7 No Tenderer shall submit more than one Tender. A Tenderer who submits or participates in submitting more than one Tender shall be liable for rejection of all Tenders in which such Tenderer has participated.

7.8 The Tender as well as all related correspondence exchanged by the Tenderer with the Bank shall be written in Hindi or English language. The Tender form, complete in all respect, should reach the following addressee through any mode of delivery before the Tender Due Date:-

Assistant General Manager
Indian Bank
Zonal Office Tiruppur
NO.208/650
KRBS TOWERS, SECOND FLOOR
P N ROAD, Mettupalayam Bus Stop
TIRUPPUR

7.9 The Bank may at its sole discretion, extend the Tender Due Date by amending the Tender Due Date, in which case all rights and obligations of the Bank and the Tenderers will be subject to the Tender Due Date as extended.

7.10 The Bank is not responsible for non-receipt of Tender within the Tender Due Date due to any reason including postal delays or holidays.

7.11 The Financial Bids of the tenders whose Technical Bid is not accompanied with EMD, will not be opened.

7.12 All pages of this Tender document should be sealed and signed by the Tenderer (in case of an individual) or the authorized signatory of the Tenderer, in other cases.

8. SCOPE OF WORK:

The scope of work to be undertaken by the Agency upon the job being awarded to such Agency by the Bank is as follows ("Scope of Work"):

8.1 Study of lay out plan/ Electrical drawings wherever, provided by the Bank.

8.2 Detailed visual inspection of the Electrical System.

8.3 Floor-wise assessment of Luminaries, AC System, UPS, and Electrical Panel room, Transformer, Elevator, Pump, Earthing System & Lightning Protection System-where- ever applicable.

8.4 Load Calculation.

8.5 Insulation Megger of all electrical items.

8.6 Electrical Safety Aspect

8.7 Making single line diagram of total Electrical system.

8.8 Any other necessary test considered necessary after visual inspection of the building.

8.9 Preparation of comprehensive report (as per applicable reporting format) rectifying deficiencies shown in test reports conducted to assess the Electrical Safety of the Electrical Installation System. The above reports are to be submitted in two sets in hard copy as well as in soft copy along with necessary postcard size coloured photographs on glossy paper.

9. CONFLICT OF INTEREST

9.1 The selected Tenderer/ Agency shall provide professional, objective and impartial advice, and at all times hold the Bank's interest as paramount, strictly avoid conflict with other assignment/ job(s) or their own corporate interests, and act without any expectation / consideration for award of any future assignment(s) from the Bank.

9.2 Without limitation on the generality of the foregoing, the selected Tenderer/ Agency, and any of their affiliates and member firms, shall be

considered to have a conflict of interest (and shall not be engaged under any of the circumstances) asset forth below:

9.2.1 Conflicting assignment / job: The Tenderer (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment / job / task that, by its nature, may be in conflict with another assignment / job /task of consultancy to be executed for the same and/or for another employer.

9.2.2 Conflicting relationships: The Tenderer (including its personnel) having a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the Scope of Work, (ii) the selection process for the Scope of Work, or (iii) supervision of the Contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

10. **SELECTION PROCESS**

10.1 The Tenderers fulfilling eligibility criteria shall be eligible for opening of financial bids.

10.2 Selection criteria for the Financial Bid shall be that the Tenderer must quote the lowest fee being the professional charges and other ancillary charges for the Scope of Work to be undertaken.

10.3 In case of tie between two or more Tenders, Bank will go for the inter-se Tendering amongst the Tenderers involved in tie.

11. **VALIDITY PERIOD OF THE TENDER:**

The Tender shall remain valid for a period of 90 (Ninety) days from the Tender Due Date. In exceptional circumstances, prior to expiry of the original validity period, the Bank may extend the period of validity. In such an event, the period of withholding the EMD shall be extended proportionately.

12. **CHANGE IN CONSTITUTION OF THE TENDERER**

12.1 Prior written approval of the Bank shall be obtained by the Tenderer (if the Tenderer is not an individual) prior to change in its constitution subsequent to the submission of the Tender. Any violation of this provision shall be deemed to be a breach of this Tender document and shall lead to rejection of the Tender submitted by such Tenderer. No changes to the constitution of any Tenderer shall be permitted after the Tender Due Date.

12.2 Canvassing by any Tenderer in connection with the Tender or the tendering process is strictly prohibited. In the event any Tenderer resorts to canvassing in any form or manner, the Tender submitted by such Tenderer shall be liable for rejection.

13. **TIME OF COMPLETION OF THE WORK:**

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13.1 The Bank intends to complete the process of completing Electrical audit and submission of report within **90 days** from placing order with the agency.

14. **PAYMENT TERMS:**

14.1 The fee quoted by the successful Tenderer / Agency shall be the fee payable by the Bank to the Agency for performance of the Scope of Work (such fee hereinafter referred to as the "**Agreed Fee**").

14.2 Payment of total Agreed Fee will be made by the Bank in full after satisfactory completion of Electrical audit work and submission of reports.

15. **CONTRACT:**

15.1 Prior to expiry of the Tender validity period, the Bank will notify the successful Tenderer that its Tender has been accepted by way of issuance of the Work Order to the successful Tenderer through registered post/speed post (a scanned copy of the Work Order will be simultaneously sent to the successful Tenderer by way of email). The notification of award will constitute the formation of the Contract. The successful Tenderer is required to sign and return a duplicate copy of the Work Order within a period of **2 (two) days** from the date of issuance of the Work Order.

15.2 The Tender will be the basis of the Contract to be signed between the Bank and the selected Agency. The Contract, which will incorporate all the understanding between the Bank and the Agency shall be finalized and executed within 7 (seven) days of issuance of the Work Order by the Bank.

15.3 Until the Contract is executed, this Tender document together with the Bank's written acceptance of the Agency's Tender shall constitute a binding contract with the successful Tenderer.

15.4 The original copy of the Contract shall remain with the Bank at all times and an attested counterpart shall be provided to the Agency.

16. **LIQUIDATED DAMAGES:**

16.1 Should the Scope of Work not be completed to the Bank's satisfaction within the stipulated time period, the Agency shall be bound to pay to the Bank a sum of 0.50% of the Contract fee per week of delay by way of liquidated damages, provided that the Bank is fully satisfied that the delay is not attributable to the Agency or arose from an event or circumstance beyond the control of the Agency.

17. **OTHER TERMS AND CONDITIONS**

17.1 The Tenderers shall be responsible for all costs associated with the preparation of their Tenders and their participation in the tendering process including subsequent negotiations, visits to the Bank, etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

17.2 The Financial Bid should clearly indicate the total fee quoted by the Tenderer for the Scope of Work, both in figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Bid, the lower of the two shall prevail.

17.3 The Bank does not bind itself to accept the lowest price Tender and reserves the right to reject any or all of the Tenders without assigning any reasons whatsoever without incurring any liability to the Tenderers.

17.4 The selected Agency will remain associated with the Bank till the completion of the Scope of Work to the satisfaction of the Bank, in accordance with this Tender document and the Contract.

17.5 The Agency shall be responsible for and obliged to all its obligations related to the Scope of Work in accordance with the Contract using best practices and industry standards, state of the art methods and economic principles and exercising all means available to the Agency to achieve the performance of the Scope of Work specified in the Contract.

17.6 Tenders not conforming to the requirements of the Tender document shall not be considered by the Bank. However, the Bank reserves the right, at any time to seek more information/ clarification on Tenders or to waive any of the requirements of the Tender document, if in the sole discretion of the Bank; the best interests of Bank would be served by such actions.

17.7 The Bank shall have the right to cancel the Tender process at any time prior to award of the Contract, without thereby incurring any liabilities to the affected Tenderers.

17.8 The Bank reserves the right to verify the validity / correctness of Tender information and to reject any Tender where the contents appear / found to be incorrect, inaccurate or inappropriate at any time during the process of Tendering or even after award of Contract.

17.9 The Bank may elect to take an undertaking from employees / associates of the Tenderer to maintain confidentiality of the Bank's information / documents, etc. In this regard, the Bank may seek details/ confirmation on background verification of the Tenderer's Personnel. The Agency shall promptly furnish all such information and documents sought by the Bank.

17.10 If Chief Technical Examiner of the Central Vigilance Commission, Government of India, examines the work performed by the Agency pursuant to the Scope of Work and points out any defects or irregularities therein, the Agency shall take necessary steps to get those rectified promptly at no additional cost to the Bank, shall also assist the Bank in providing responses/ representations to the observations made by the Chief Technical Examiner.

17.11 Tenders shall be deemed to be under consideration immediately after the Tender Due Date and until such time the Bank makes official intimation

of award/rejection to the Tenderers. While the Tenders are under consideration, Tenderers and/or their representatives or other interested parties are advised to refrain, save and except as required/permitted under this Tender document, from contacting by any means, the Bank and/or its officers, employees, representatives, advisers on matters related to the Tenders under consideration.

17.12 The Bank reserves the right to abandon, defer stop execution of any activity included in Scope of work related to any property any time even after execution of contract, giving due written notice to the Agency.

18. **AGENCY'S OBLIGATION AND USE OF BANK'S DOCUMENTS, DATA AND INFORMATION:**

18.1 The Agency shall be responsible for managing and supervising the activities of its Personnel and shall ensure that the Personnel undertake the tasks relating to the Scope of Work in accordance with the stipulated timelines and the terms of the Contract. the Agency shall at all times be responsible for all acts and omissions of its Personnel, and shall indemnify and hold harmless the Bank, its officers, employees and executives from and against any and all losses, damages, costs and expenses, suits and proceedings and penalties arising from or in connection with any act or omission, negligence or misconduct of its Personnel.

18.2 The Agency shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Agency for purposes of the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

18.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Agency's performance under the Contract if so required by the Bank.

19. **CANCELLATION OF TENDER PROCESS**

The Bank reserves its right to accept or reject any or all Tenders or cancel tender process without assigning reason for doing so. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Tenderers. The Bank reserves the right to accept or reject any Tender in part or in full, and to cancel the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Bank's action. During the evaluation process at any stage, if it is found that a Tenderer does not meet the eligibility criteria or has submitted false / incorrect information, the Tender will be rejected summarily by the Bank. Any effort by a Tenderer to influence the Bank in the Tender evaluation, or Contract award decision, may result in the rejection of the Tender.

20. **INDEMNITY:**

The Agency shall always keep the Bank indemnified and hold the Bank, its employees, personnel, officers, directors, representatives harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

(a) Breach of any of the term of this Tender document or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Tenderer under this Tender document and/or a Tender;

(b) and/ or breach of confidentiality obligations of the Tenderer contained in this Tender document;

(c) and/ or willful negligence or gross misconduct solely attributable to the Tenderer or its Personnel;

(d) Non-compliance by the Tenderer and/or its Personnel with applicable laws;

(e) Loss of data due to any of the reasons mentioned above; The Tenderer's indemnity obligations under this paragraph 20 shall survive expiry or termination of the Contract.

21. **GOVERNING LAW AND JURISDICTION**

This Tender document shall be governed by the laws of India. Subject to clause 20 above, any dispute or difference arising out of this Tender document, the Tenders and the subsequent Contract awarded based on this Tender document shall be subject to the exclusive jurisdiction of the courts in Tamilnadu.

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