



TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION
TENDER DOCUMENT
FOR
SUPPLY AND DELIVERY OF SCHOOL BAGS TO THE SCHOOL
CHILDREN IN TAMIL NADU ON ANNUAL RATE CONTRACT
BASIS FOR THE YEAR 2022 – 2023

1.	ADVERTISED ON	:	20.12.2021
2.	PRE-BID MEETING	:	07.01.2022 at 11.30 a.m.
3.	LAST DATE & TIME FOR SUBMISSION OF TENDER	:	25.01.2022 upto 2.00 p.m.
4.	DATE & TIME OF OPENING OF TECHNICAL BIDS	:	25.01.2022 at 2.30 p.m.

TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

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**TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF SCHOOL BAGS
TO THE SCHOOL CHILDREN IN TAMIL NADU ON ANNUAL RATE
CONTRACT BASIS FOR THE YEAR 2022 – 2023.**

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TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

1. SCOPE OF THE TENDER

Supply and Delivery of School Bags at Block Level

1.1. In order to implement the announcements of the Hon'ble Chief Minister pertaining to the **SCHEME OF SUPPLY OF COST-FREE SCHOOL BAG** to the School Children studying in Government & Aided Schools in Tamil Nadu for the year 2022 – 2023, the Tamil Nadu Textbook and Educational Services Corporation, hereinafter, called as the Corporation, has been entrusted with the task of procuring quality School Bags and distributing the same in time to the school children in accordance with the procedures laid down in the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.

1.2. The Corporation has proposed to procure 70.23 lakh of School Bags as per specifications laid down in the Tender Documents to the 120 DEOs and 413 BEOs.

1.3. The successful Tenderers as part of the rate contract shall supply the entire quantity of School Bags as per the Tender Document and deliver them at the designated locations and make replacement of the defective quantity supplied in the manner specified in the Tender.

1.4. The Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 shall apply to this Tender.

1.5. The successful Tenderer shall work closely with the Government of Tamil Nadu and the Corporation in achieving the scheduled targets in term of quality and quantity.

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2. NOTICE INVITING TENDER

Rc.No.10447/PUR-II/2021

Sealed tenders are invited from the manufacturers of **School Bags**. National bidding will be conducted under two cover system conforming to the Tamil Nadu Transparency in Tenders Act,1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.

1.	Name of the work	:	Supply and delivery of 70.23 lakh School Bags for the School Children in Tamil Nadu on an annual rate contract basis for the year 2022 – 2023.
2.	Cost of Tender Document	:	Rs.5,900/- Payable in the form of Demand Draft / Banker's cheque drawn from a Nationalised /Scheduled Bank in favour of “ Tamil Nadu Textbook and Educational Services Corporation ” payable at Chennai.
3.	Purchase of Tender Documents from:	:	i. Assistant Director (Purchase), Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, 1 st Floor, 68, College Road, Chennai-600 006. ii. The same may also be downloaded at free of cost from the following websites: a) http://www.textbookcorp.tn.gov.in b) http://www.tenders.tn.gov.in
4.	Sale period of Tender Document	:	On all working days from 20.12.2021 to 24.01.2022 between 10 a.m. and 5.00 p.m.
5.	Earnest Money Deposit (EMD)	:	Rs. 32.00 Lakh
6.	Date of Pre-Bid Meeting	:	07.01.2022 at 11.30 a.m.
7.	Last Date and Time for Submission of Tender	:	25.01.2022 upto 2.00 p.m.
8.	Due date and time for opening of Technical Bids	:	25.01.2022 at 2.30 p.m. If the due date happens to be a holiday, the bids will be received and opened on the next working day.
9.	Contract Period	:	One year from the date of agreement.

Consortium bids are not acceptable. For all other conditions / instructions please refer bid document.

The Corporation shall not be responsible for any postal delay or any loss of Tenders in transit. The Managing Director, Tamil Nadu Textbook and Educational Services Corporation reserves the right to amend or withdraw any of the Terms and Conditions in the Tender Document or to cancel / reject any one or all the tenders received without giving any notice or assigning any reason there for.

The Tenderers are requested to view the Websites <http://www.textbookcorp.tn.gov.in> & <http://www.tenders.tn.gov.in> for any changes / amendments / corrigendum in the Tender which may be issued upto 48 hours before the last date for submission of the Tender.

Managing Director and
Tender Inviting Authority,
Tamil Nadu Textbook and Educational
Services Corporation.
Chennai-6

3. INSTRUCTION FOR SUBMISSION OF TECHNICAL BIDS & PRICE BID

- 3.1** All pages of the Technical Bid should be signed by authorized signatory whose name should be communicated in the prescribed format to the Corporation with office seal without any omission. Facsimile will not be accepted.
- 3.2** The notarized copies of performance certificate and Bankers certificates enclosed with the bids shall be identified as the documents submitted by the bidder over the signature with office seal.
- 3.3** Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
- 3.4** Bidder should produce the originals for the performance / client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.
- 3.5** The downloaded documents shall be properly page numbered and spiral bounded and submitted along with necessary documents.
- 3.6** Additional documents if any called for, for verification supporting the technical bid, shall be produced by the Tenderer to the Corporation.

I. PART – A COVER – (TECHNICAL BID)

S.NO.	Description	Enclosed Yes/No	Page No.
1.	Whether the Tender is submitted in two covers as Part-A Cover (Technical Bid) and Part-B Cover (Price Bid)?		
2.	Whether Letter of Authorization / Power of Attorney for signing the Tender Document is enclosed on a Non-Judicial Stamp Paper of value of not less than Rs.100/-?		
3.	(i) Whether Earnest Money Deposit (EMD) of Rs.32.00 Lakh/- (Rupees Thirty Two Lakh only) in the form of Demand Draft / Banker's cheque on any Nationalised Bank / Scheduled Bank in favour of the "Tamil Nadu Textbook and Educational Services Corporation, Chennai," payable at Chennai is enclosed ? (ii) If EMD exemption is claimed, necessary documents for claiming exemption of EMD is enclosed? (i.e. NSIC / MSME / DIC certificate)		
4.	Whether Profile of the Tenderer as per Annexure VIII is enclosed?		
5.	Whether self attached Photo copies of the recent Income Tax Returns for the last three financial years from 2017-18 to 2019-20 are enclosed?		
6.	Whethers duly attested Photo copy of the Certificate of GST Registration is enclosed?		
7.	Whether Audited Balance Sheets along with Profit and Loss Accounts and Annual Turnover Certificate (Annexure – IX) for the last 3 financial years from 2017-18 to 2019-20 duly certified by Chartered Accountant are enclosed?		
8.	Whether the statement of supply orders executed during the last 3 financial years from 2018-19 to 2020-21 in Annexure X is enclosed along with copies of invoices?		
9.	Whether documentary evidence in support of the production capacity of the Tenderer / manufacturer is enclosed?		
10.	Whether Declaration in Annexure – XI for not having been blacklisted either by Corporation or by Central / any State Government and its Public Sector Undertakings / Government Corporations is enclosed?		
11.	Whether Declaration in Annexure – XII duly signed by the Tenderer is enclosed?		
12.	Whether the Tender Document in original is duly signed in each page?		

S.NO.	Description	Enclosed Yes/No	Page No.
13.	Whether a Video CD covering the entire manufacturing process of the manufacturing unit from the raw material stage to the finished product is furnished?		
14.	Whether documentary proof for manufacturing of the School Bags has been enclosed? i. Certificate issued by ROC with copy of MOA/ NSIC/MSME ii. Copy of invoice pertaining to the year 2018-2019, 2019-2020 and 2020-2021 shall be enclosed.		
15.	Whether a list of Lab Equipments available in the Tenderer's manufacturing Units is furnished?		
16.	Whether a list of Plant and Machinery available in the Tenderer's manufacturing units is furnished?		
17.	Whether a Self Certificate on sample submission Annexure – XIII is enclosed?		
18.	Whether a Declaration in Annexure – XIV offering to supply School Bags not less than the minimum quantity prescribed in the Tender is enclosed?		
19.	Whether a Certificate in Annexure XV that Tender forms downloaded from the website have not been tampered is enclosed by the bidder?		
20.	Whether Banker's certificate for minimum cash credit facility as per Annexure-XVI is enclosed?		
21.	Whether Three samples of School Bags as per specifications are furnished?.		
22.	Whether samples of raw materials for manufacturing the School Bag are enclosed in a sealed cover. (Quantity as specified in Annexure – III)		
23	Whether a summary of list of invoices during last 3 years to show minimum supply history has been enclosed?		

II. PART – B COVER (PRICE-BID)

SL.NO	DESCRIPTION	Yes or No
1.	Whether Price-Bid in Part B duly filled-in and signed is enclosed?	

4. INSTRUCTIONS TO THE BIDDERS

4.1. General Instructions

The Bidders are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omissions or failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

4.2. Definition of Terms and Expansion of Abbreviations

S. No	Term/Abbreviation	Definition/Expansion
1.	Tenderer/Bidder	Tenderer / Bidder means who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer as part of the rate contract through the tender process and whose offer is accepted by the Tender Accepting Authority. (at the price arrived at by the corporation after negotiation with L1.)
3.	Manufacturer	Manufacturer means the firm which manufactures the items by way of producing each item at his manufacturing plant.
4.	Day	A day means a calendar day.
5.	Total Cost in the Price Bid	The total cost means the total expenditure to be incurred by the Corporation towards the purchase of School Bag.
6.	Purchaser	Purchaser means the Tamil Nadu Textbook and Educational Services Corporation on behalf of Government of Tamil Nadu.
7.	Delivery Point	Delivery point means designated location at Block Head Quarters (No. of Blocks:413) (No. of Education Districts:120) in the State of Tamil Nadu.
8.	TNTB & ESC	Tamil Nadu Textbook and Educational Services Corporation.
9.	School Bag	School Bag size wise as specified in the relevant Annexure in the Tender Document.
10.	Size	Small, Medium and Large
11.	EMD	Earnest Money Deposit
12.	SD	Security Deposit
13.	GST	Goods and Services Tax
14.	MSME	Micro, Small & Medium Enterprises
15.	NSIC	National Small Industries Corporation
16.	DIC	District Industries Centre
17.	RoC	Registrar of Companies
18.	MoA	Memorandum of Association

4.3. Bid Document

The Bid Document consists of the following

- i. Scope of Tender
- ii. Notice Inviting Tender
- iii. Instructions for submission of bids & Check list
- iv. General Instructions to the Bidders
- v. Terms & Conditions of the Tender
- vi. Letter of the Tenderer
- vii. Specifications (**Annexure- I to VII**)
- viii. Drawings (**Annexure- II, II A, II B, II C**)
- ix. Statements and Declarations (**Annexure- VIII to XVIII**)
- x. Price bid.

4.4. Qualification Criteria

Such firm submitting more than one bid, either individually or as a partner of a joint venture company except for permitted alternative bids will be ineligible and all the bids in which the bidder is involved will be disqualified. However this does not limit the inclusion of a firm as a sub-contractor in more than one bid.

4.4.1. Minimum Eligibility Requirements

A) Manufacturer: The Tenderer shall be a **Manufacturer of School Bags** atleast for a period of the last 3 financial years. The Manufacturer shall possess valid registration for the manufacture of **School Bags** issued by the competent Authority. Manufacturer should submit valid manufacturing and other documents as per rules in force. The manufacturer should have his own manufacturing unit. The manufacturer shall produce a valid proof for production capacity. (**Copy of valid Certificate of Registration, Chartered Engineer certified production capacity and list of Critical machinery available should be enclosed**).

4.4.2. Turnover: The average annual turnover of the bidder during the last three financial years from 2017-18 to 2019-20 shall not be less than Rs.8.00 crore. (**Attach certificate from Chartered Accountant along with audited Balance sheet and Profit and Loss Account Statement for the last 3 financial years**)

4.4.3. Production Capacity: The Tenderer shall have the production capacity of minimum of 5% of the tendered Quantity of **70.23 lakh** (70,22,657 Nos.) school bags per annum during the last 3 financial years as per the specifications, with the required minimum Plant, Machinery, Manpower and Laboratory Equipments at the manufacturing units. The Tenderer shall also have the inbuilt facility for testing the quality of the School Bag to be supplied. **(Documentary proof of list of Plant and Machineries and Lab Equipments with full address of factory and address proof for factory address should be notarized and enclosed).**

4.4.4. Minimum Quantity to be offered: The tenderer shall offer to supply not less than **1.90 lakh** of School Bags within the contract period of **120 days.**

4.4.5. Past Experience: The tenderer should have supplied atleast @5% i.e. 3.51 lakh of the Tendered quantity of 70.23 lakh School Bag to any Government Department/Semi Government PSU/Local Government Bodies in any of the last 3 financial years. **(Supporting documents including invoices shall be enclosed along with the Tender).**

4.4.6. Cash Credit Facility: The Tenderer shall have a minimum **cash credit facility of Rs. 5.00 Crore** exclusively for this work duly certified by the Banker. **(The original certificate in the prescribed format as in Annexure XVI issued by the Nationalised/Scheduled Bank should be enclosed).**

4.4.7. Samples adhering to Specifications: The tenderer shall furnish the required samples of raw materials as mentioned in Annexure III and three samples of school Bag in each size conforming to specifications prescribed and enclose the duly filled-in Declaration / Certificates as given in the Annexure in the Tender Document.

Size	Colour
Small (Category - I) (1 st - 3 rd Std)	Dark Pink with Dark Grey
Medium (Category - II) (4 th - 7 th Std)	Dark Navy Blue with Dark Orange
Large (Category -III) (8 th - 12 th Std)	Black with Dark Grey

4.5. Change in Quantity

Quantity given in the Notice Inviting Tender is approximate and is likely to vary. The Corporation, if necessary, at the time of placement of purchase order shall either increase or decrease the quantity mentioned in the tender to the extent of 25%.

4.6. Pre-Bid Meeting

There will be a **Pre Bid meeting on 07.01.2022 at 11.30 a.m in the Tamil Nadu Textbook and Educational Services Corporation, DPI Campus, Chennai 600 006** during which the prospective Tenderers may seek clarifications about the Tender. The Tenderers shall send their queries in writing if any, so as to reach the Corporation at least two days prior to the date of Pre-Bid Meeting. The Tenderers shall view the Websites given in the Notice Inviting Tender for updated information like change in date / venue etc., of the Pre-Bid meeting. Failure to attend the Pre-Bid meeting is not a disqualification as it is optional. Only the required clarifications asked in writing shall be valid and taken for consideration. In response to the relevant queries of the prospective Tenderer, clarification will be uploaded on the websites of the Corporation.

4.7. Clarification regarding the Tender Conditions

A prospective Bidder requiring any clarification with respect to any Tender condition may address the Tender Inviting Authority by letter / Email and the clarifications to the relevant queries will be uploaded on the websites of the Corporation before 48 hours of last date and time of submission of tender.

4.8. Amendments to the Tender

4.8.1.The Corporation reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Bidders, solely at its discretion upto **48 hrs** before (i.e) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites:<http://www.tenders.tn.gov.in> & <http://www.textbookcorp.tn.gov.in>.

4.8.2. At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigendum if any issued subsequent to the date of Notice Inviting Tender.

4.8.3. All the Bidders must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Corporation will not be responsible for the failure of the tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

4.9. Language of Bid

The bid prepared by the bidder as well as all correspondence and documents relating to the bid shall be written in English language. Documents not legible/readable shall not be considered.

4.10. Non Transferability

The Tender Document sold to a tenderer is not transferable. It shall not be used by others and if used by others it will be rejected. Similarly photo copy of the tender form will be rejected.

4.11. Downloading of Tender Document

4.11.1. The tender document can be downloaded free of cost from the websites: <http://www.tenders.tn.gov.in>(or) <http://www.textbookcorp.tn.gov.in> on A4 size paper and computer print alone should be submitted in the form of a booklet. Submission of tender document in any other form will be summarily rejected.

4.11.2. The Tenderer shall download corrigendum/ amendment/clarification, if any, published subsequently and submit along with the tender. Otherwise the tender will be summarily rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum / amendment/clarification issued and uploaded on the website of Corporation.

4.11.3 The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change

/addition / deletion are detected at any stage after the award of the tender, the EMD as well as S.D remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be blacklisted from participating in the subsequent tenders. Besides such Tenderers are liable to be prosecuted.

4.12. Cost of Tendering

The tenderer shall bear all costs involved in the preparation and submission of tender and the Corporation shall in no case be responsible or liable for the costs of tender incurred by the tenderer, irrespective of the outcome of the tenders.

4.13. Bid Validity

4.13.1 Bid shall remain valid for a period of **Ninety days (90days)** after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.

4.13.2 In exceptional circumstances, the Corporation may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by mail. A bidder may refuse the request without forfeiting his bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

4.14. Earnest Money Deposit (EMD)

4.14.1 An Earnest Money Deposit of **Rs.32,00,000/- (Rupees Thirty two Lakh only)** shall be paid along with the Technical Bid by way of Demand Draft / Banker's cheque obtained from a Nationalized / Scheduled Bank drawn in favour of **Tamil Nadu Textbook and Educational Services Corporation, Chennai -6** payable at **Chennai. The Bank Guarantee towards EMD will not be accepted.** As per the provision under Rule 14(1) of Tamil Nadu Transparency in Tender Rules 2000, any category of tenderers specifically exempted by the Government from the payment of EMD are not required to make the deposit along with the bid. Necessary document for exemption of EMD should be enclosed.

4.14.2. The amount of the Earnest Money Deposit submitted by the unsuccessful Tenderers will be returned through ECS mode to Bank Account mentioned in the Profile of the tenderer, after the award of the Contract pursuant to the selection of the successful tenderer. The Earnest Money Deposit amount held by the Corporation will not fetch any interest till it is refunded to the unsuccessful tenderers.

4.14.3. The Earnest Money Deposit amount of the successful tenderer will be adjusted against the Security Deposit (SD) payable for successful execution of the Contract.

4.14.4. Any tender not accompanied by Demand Draft / Banker's cheque towards Earnest Money Deposit as in Sub clause (4.14.1) above shall be summarily rejected by the Corporation. If any tenderer claims exemption of EMD, necessary document for such exemption should be enclosed, failing which the tender will be summarily rejected.

4.14.5. The Earnest Money Deposit amount shall be forfeited

- (a) If the tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document.
- (b) In the case of a successful bidder, if the bidder fails to sign the agreement or to remit the Security Deposit within the specified time limit.
- (c) If the bidder does not accept the correction of the bid price pursuant to clause 4.24.1.

4.14.6. Further the Corporation will blacklist the successful Tenderer without prejudice to any action that may be taken against the successful Tenderer, in addition to the Tender clause 4.14.5.

4.15. Submission of Tender

4.15.1 Submission of Tender in Two Cover System

Tender shall be submitted in two covers in original i.e Part-A and Part-B. The Part-A cover shall contain the EMD and Technical Bid as per clause 4.15.2 and superscribed on the cover as "Part-'A' Technical Bid"- "Tender for supply and delivery of school Bag on Annual Rate Contract basis". On the

Part-A cover, the Name and Address of the tenderer shall be written and sealed. **The tender document shall compulsorily be spiral bound & indexed with page numbers.**

Part-B cover shall contain the Price-Bid- superscribed on the cover as “Part-‘B’ Price Bid”- “Tender for supply and delivery of school Bag on Annual Rate Contract basis”. On the Part B Cover, the Name and Address of the tenderer shall be written and sealed.

Both the Covers i.e., Part-A and Part-B shall be put in an envelope superscribing thereon **“Tender for Supply and delivery of School Bag on Annual Rate Contract basis for the year 2022 – 2023”** and the Name and Address of the tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. the Managing Director, Tamil Nadu Textbook and Educational Services Corporation shall be put in the box kept in the office of the Corporation within the scheduled time and date of submission of the Tender. It may also be sent by Post so as to reach the office of the Corporation within the stipulated time and date of submission of the Tender. But the Corporation shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderers or belated receipt of Tenders by the Corporation shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time. Tender once submitted shall not be permitted to be altered or amended.

4.15.2. Documents to be furnished in the Part – A Cover in sequence indicated below (Technical Bid):

- (a) Covering Letter.
- (b) Letter of Tenderer duly signed by the authorized signatory in full with seal.
- (c) Other than the exempted case, Crossed Demand Draft / Banker’s cheque towards EMD.

- (d) Annexure I to XVI towards Drawings, Specifications and Declaration and format.
- (e) Profile of the Company with a Video CD covering the entire manufacturing process of the Company from the raw materials stage to the stage of finished products.
- (f) Letter of Authorization / Power of Attorney for signing the Tender Document on a Non-Judicial Stamp Paper of value of not less than Rs.100/-. In the case of Public Sector Undertakings / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.
- (g) I.T. Returns for the last 3 financial years from 2017-18 to 2019-20 (**self attested Photo copies to be enclosed**).
- (h) GST Registration Certificate and PAN Card (**Self attested Photo Copies to be enclosed**).
- (i) Audited Balance Sheets and Profit & Loss Accounts for the last three financial years 2017-18 to 2019-20. (**Self attested photocopies to be enclosed**).
- (j) All the required documents including Performance Certificates obtained from the Client for qualification criteria given in this tender along with other required documents and the enclosures as per the Check List shall be enclosed. (**photo copies to be enclosed**).
- (k) List of Plant and Machinery and Laboratory Equipments available at the tenderers manufacturing unit for manufacturing the School Bag and for conducting the Tests as per the specifications Document with full address of factory and office. (**Self attested Photo copies of address proof for factory to be Notarized and enclosed**)
- (l) 3 Samples of School Bag in each size i.e. Small, Medium & Large as mentioned in clause 4.4.7 without any markings/printings should be furnished.

(m) Raw materials to be used for production of School Bag to be provided as in Annexure III in a sealed cover without any markings/printings over the material should be furnished.

4.15.3. Details to be furnished in the Part- B (Price Bid) cover

- (a) Covering letter.
- (b) Price Bid for the work with each page signed, dated and stamped with the seal of the firm.
- (c) The offer shall be unconditional.
- (d) The price quoted shall be inclusive of all and no additional claim on any ground shall be entertained.
- (e) Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Corporation shall summarily disqualify the Bidder and reject the bid.

4.15.4. Signing of Tender

- a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. **All pages of the tender shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.**
- b) The tender shall contain no alterations or additions, except those to comply with instructions issued by the Corporation or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

4.16. Extension of period of Contract

The Managing Director of this Corporation may extend the Validity period of contract for further one year on the same terms & conditions with the settled rate of the School Bag.

4.17. Mode of Submission of samples and Raw Materials

4.17.1 The tenderer shall submit the sample School Bag and the raw materials to be used for manufacturing without any markings/printings as indicated below along with the Tender.

4.17.2 The tenderers shall produce **three samples of School Bags in each size (i.e.) Small, Medium and Large without any markings/printings as mentioned in clause 4.4.7** manufactured as per the specifications given in the Tender Document along with Part- A cover (Technical Bid). The tenderers shall also produce the samples of raw materials as per Annexure III along with Part A cover (Technical Bid) for testing. Received Samples shall not be returned under any circumstances.

4.17.3 Tenders received without sample raw materials or with markings as per Annexure-III shall also be summarily rejected.

4.18. Modification and Withdrawal of Tenders

4.18.1 Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.

4.18.2 The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 4.15, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

4.18.3 No tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.

4.18.4 Withdrawal or modification of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

4.19. Opening of Tenders

4.19.1 Tenders will be opened at the scheduled date and time in the office of the Corporation in the presence of the Tenderers or their representatives who are authorised to represent the Tenderers. **The representatives of Tenderers who attend the Tender opening shall produce the proof of their identity and the authorization letter from the tenderers.** Only one representative is permitted to attend Tender opening on behalf of the Tenderer.

4.19.2 The Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through facsimile (Fax) or by electronic mail or through any other manner which is not in accordance with the instructions specified in the Tender Document will not be accepted.

4.19.3 Covers marked “WITHDRAWAL” shall be opened and read out first and their Tender shall not be opened. Subsequently all covers marked ‘MODIFICATION’ shall be opened and the submission therein shall be read out.

4.19.4 If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the appointed time.

4.19.5 Part- A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.

4.20. Criteria for Evaluation of Technical Bid

Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

4.20.1 Prior to the detailed evaluation of bids, the Corporation will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.

4.20.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Corporation’s rights or the Bidder’s obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

4.21. Sample Testing for Tender Evaluation

4.21.1 The Tenderer while submitting the tender documents shall submit **3 untested samples of School Bag in each size (i.e.) Small, Medium and Large without any markings/printings (as in Sub clause 4.4.7)** manufactured as per the technical specifications in the Tender document. The samples shall be tested by **the Corporation** in an accredited laboratory. The testing of such samples submitted by the tenderer shall be conducted to check whether the quality, size and dimension and measurement of the samples are in conformity as per with the Technical specifications and other test parameters prescribed in the Tender document.

4.21.2 The Corporation reserves the right to test the samples at its discretion and in the event of failure of the samples in the test, the tender shall be summarily rejected.

4.22. Site Visit

4.22.1 On receipt of samples along with the technical bids, the authorised representative of the Corporation shall visit the manufacturing units of the tenderers to verify the manufacturing capacity, the availability of the plant, machinery and manpower, the infrastructure facility including the quality testing, financial aspects i.e. Profit & Loss account, Balance Sheet, IT returns , Turn over etc. Further the authorised representative shall inspect the original Certificates of Registration and Incorporation of the Company and the originals of all the relevant documents which the Tenderers filed along with the Tender. Mere site visit alone will not be construed as their eligibility.

4.22.2 The site visit will be made only to the manufacturing units as mentioned in the profile of tender document in Annexure-VIII. Any factory/manufacturing unit located anywhere other than the address mentioned in the profile of the Tender document will not be considered for evaluation.

4.22.3 If the report of the Field Inspection / Site Visit is adverse, the Tenderer shall be disqualified and the Price Bid of such Tenderer shall not be opened.

4.23. Opening of Price Bid (Part - B Cover)

4.23.1 Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.

4.23.2 The date, time and venue of opening of Part - B Cover i.e. Price Bid will be intimated separately to the qualified eligible Tenderers.

4.23.3 The Price Bid will be opened on the intimated date and time in the presence of the qualified eligible Tenderers or their authorised representatives. The date and time of opening will be communicated via e-mail / post.

4.24. Evaluation of the Price Bid

The Price Bid of the technically responsive tenders shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Price Bid, the following procedures shall be adopted as per Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.

4.24.1. In determining the lowest evaluated price, the following factors shall be considered.

- a. the quoted price shall be corrected for arithmetical errors;
- b. in cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;
- c. where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- d. In the evaluation of the price of the goods which are subject to SGST and CGST, IGST the price shall be determined as inclusive of such SGST, CGST and IGST.
- e. The amount stated in the Bid will be adjusted by the Corporation in accordance with the above procedure for the correction of

errors and shall be considered as binding upon the bidder. If the bidder does not accept the correct amount the bid will be rejected, and the EMD will be forfeited.

- f. Provided that where more than one Tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.

4.24.2 The Corporation is empowered to negotiate with the L1 Tenderer. In case where two or more tenderers quoted the same price, the Corporation shall negotiate with L1 bidders & if necessary arrive at final negotiated price for supply of School Bag by entering into a rate contract.

4.24.3 In the case where the quantity offered at the lowest price is less than the total quantity required, the Corporation after placing orders with the lowest evaluated tenderer for the entire quantity offered by such tenderer, subject to the ability to supply, adopt the following procedure to procure the balance quantity.

- i) Negotiate with the next lowest Tenderers in strict ascending order of evaluated price and require to match the price offered by the lowest evaluated tenderer and place orders until the entire quantity required is ordered; (or)
- ii) Require all the other eligible Tenderers who participated in the Tender and offered a price higher than that offered by the lowest evaluated tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated tenderer, and there after place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.

4.24.4 The total quantity of School Bag to be ordered and procured may be apportioned among the bidders who matches the L1 negotiated rate.

4.24.5 Where the Corporation deems fit, it may issue an advertisement indicating the rates fixed and call for enrolment of more suppliers at the L1 rate subject to such suppliers fulfilling the eligibility criteria.

4.25 Approval of the Contract by the Board of Governors of the Corporation

The Contract shall be awarded only with the approval of the Board of Governors to the successful L1 Tenderer(s) with whom negotiations were made. The apportionment of the bulk quantity of the goods to be procured as specified in **Clause 4.24.3 and 4.24.4** above shall be done only with the approval of the Board of Governors based on the manufacturing capacity.

4.26. Right to Accept / Reject any or all Bids

The Tender Accepting Authority i.e. the Board of Governors of the Corporation reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Bidder or Bidders who may be affected financially or otherwise to this effect.

4.27. Letter of Acceptance

The Managing Director of the Corporation shall issue the Letter of Acceptance to the successful Tenderer(s).

4.28. Payment of Security Deposit (SD)

4.28.1 The successful tenderers shall be required to furnish Security Deposit equivalent to 5% (Five percent) of the value of the purchase order as a guarantee for the performance of the Contract. The EMD may be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the balance amount through **Demand Draft within 7 days from the date of issue of Letter of Acceptance.** The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled banks drawn in favour of **“Tamil Nadu Textbook and Educational Services Corporation, Chennai-600 006”** payable at Chennai or it may be in the form of unconditional irrevocable Bank Guarantee valid for **24 months**. Failure of the successful bidder to furnish the security deposit shall constitute sufficient

grounds for cancellation of the award and forfeiture of the EMD. **Exemption from payment of Security Deposit will not be allowed under any circumstances.**

4.28.2 The Security Deposit shall be released to the Successful Tenderer after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Tamil Nadu Textbook and Educational Services Corporation and on completion of the warranty period of 6 months post supply. The Security Deposit so held by the Corporation, shall not earn any interest till it is released to the Successful Tenderer. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

4.28.3 The Security Deposit shall be forfeited if the Successful Tenderer fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to supply the ordered quantity of goods in full properly and promptly.

4.29. Execution of Agreement

4.29.1 The successful Tenderer shall execute an Agreement for the fulfillment of the Contract on a Non-Judicial Stamp Paper to the value of Rs.100/- **within 7 days from the date of issue of the Letter of Acceptance of the Contract.** The Agreement shall be part and parcel of the Contract and binding on the Corporation and the Successful Tenderer. In case of any difference or contradiction in the recitals in the Tender Document and the Agreement, the recitals in the Agreement shall prevail over those in the Tender Document.

4.29.2. The Successful Tenderer shall not assign or make over the Contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the Contract or any part thereof.

4.30. Interpretation

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Managing Director of the Corporation shall be final and binding.

4.31. Corrupt or Fraudulent practices

The Corporation requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply.

4.31.1 In pursuance of this policy, the Corporation (a) defines for the purposes of this provision the terms set forth below as follows:

- (i) 'Corrupt practice' mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution.
- (ii) 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Corporation and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Corporation of the benefits of free and open competition.

4.31.2 The Corporation will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

4.31.3 The Corporation will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

5. TERMS AND CONDITIONS OF THE TENDER

5.1. The Terms and Conditions of the Tender shall supplement the “GENERAL INSTRUCTIONS TO THE BIDDERS”.

5.2. The time and date of supply and delivery of School Bag stipulated in the purchase order shall be deemed to be the essence of the Contract.

5.3. Release of Purchase Order

Purchase Order shall be issued to the successful bidder only after furnishing Security Deposit is paid per **clause 4.28** and agreement is executed with the Tamilnadu Textbook and Educational Services Corporation as per **clause 4.29** of Instruction to Bidders **and accepting the samples as mentioned in the clause 5.4.1. of Terms and Conditions of the Tender.**

5.4. Technical Specifications

The School Bag supplied by the Successful Tenderer shall conform to the technical specifications in **Annexure I, II & II A to C** of the Tender Document.

5.4.1. Sample Acceptance

The Successful Tenderer shall submit untested samples of the three numbers of School Bag i.e. Small, Medium and Large manufactured as required in Letter of Acceptance with technical specifications in the Tender Document to the Corporation within 7 days from the date of Letter of Acceptance. The samples will be verified for the visual appearance and dimensions. After getting the sample acceptance letter and purchase order, the tenderer shall commence the bulk production.

5.5 Supply

5.5.1 Supply of all the ordered School Bags commensurating with the technical specifications in Annexure I and the specifications of the Model of School Bag prescribed in Annexure I, II & II A to C shall be made ***within One Hundred and Twenty days (120 days) from the date of issue of the Purchase order or date of acceptance of the samples whichever is later.*** The entire supply shall be completed within the time schedule at the negotiated rates specified in the purchase order.

5.5.2 The entire quantity of the quality School Bag shall be delivered at the designated locations in each Block Head Quarters of each District in the State of Tamil Nadu in good condition. The Transit / Freight Charges, Insurance, all the Taxes, Loading and Unloading charges and all other incidental charges for the supply and delivery of the ordered goods in good condition to the designated locations shall be borne by the Successful Tenderer at his risk and cost.

5.5.3 The rejected quantity during Pre Inspection and Post Delivery sample testing by the inspection authorities should not be mixed with the cleared quantity for supply and should be kept separately in the manufacture premises of the supplier. While claiming payment the supplier shall enclose a certificate to the effect that the quantity rejected during the pre-inspection was isolated separately and not mixed with the cleared quantity. The Third Party Inspection Agency (TPIA) who are appointed as pre inspection and testing agency should also verify whether the above procedure has been strictly followed by the supplier.

5.5.4 In case the Successful Tenderer is from the State other than Tamil Nadu, it shall be their responsibility to get necessary interstate permit for the delivery of the ordered goods in time.

5.5.5 In case the successful Tenderer is from outside the State of Tamil Nadu the tenderers should set up a local office in Chennai to ensure service.

5.5.6. Delivery Schedule

S. No.	Period of Supply	Quantity to be supplied
1	1 to 90 days	50% of the ordered quantity.
2	91 to 120 days	100% of the ordered quantity.

5.6. Sample Selection and Testing

5.6.1. Pre – Despatch Inspection

- a) Pre-Despatch Inspections will be conducted at the premises of the Successful Tenderer's manufacturing units as specified in the tender document (Annexure – VIII). The samples shall conform to the requirements of quality, colour, size, dimension and other test parameters as stipulated in Annexure I , II & II A to C of the tender document. If the sample fails the lab test the entire lot from which the sample was drawn shall be rejected.
- b) The Successful Tenderer shall inform the Corporation through e-mail or in writing about the date of readiness of the supplies for the purpose of Inspection (i.e. quantity etc).
- c) 50 samples from a lot of 10,000 School Bags of each size (i.e.) Small, Medium and Large shall be taken at random by the representative of the Corporation and out of which one (3) sample from the 50 samples of School Bag of each size (i.e.) Small, Medium and Large shall be subjected to the Lab Test. Clearance will be issued by the Corporation based on the lab test report, to the tenderer for commencing the despatch accordingly.
- d) The cost of all the above tests including the freight charges, traveling expenses and incidental expenses shall be borne by the Successful Tenderer.
- e) If any substandard raw materials are found to be used by the Successful Tenderer, the Corporation, without prejudice to any other action that may be taken against the Successful Tenderer, shall terminate the Contract.

5.6.2. After Supply

- a) It shall be the responsibility of the Successful Tenderer to ensure that the School Bags supplied and delivered by him are in good condition.
- b) Random samples (5 samples per district) of the School Bags supplied shall be tested in an accredited laboratory by the Corporation for its

suitability and utility with reference to the specifications given in **Annexure I, II & II A to C**. The dated acknowledgement for the delivery of the School Bags to the designated locations should be obtained from the respective Block Educational Officers / District Educational Officers.

- c) The testing charges for the pre-inspection and post delivery samples have to be borne by the successful Tenderer. The total inspection and testing charges for pre and post supply shall be deducted from the bill of the successful Tenderer.

5.7. Insurance

The delivery of the quality tested goods in fully packed and labeled condition as per the statutory norms and the specifications given in the Tender Document to the designated destinations in time shall be the responsibility of the Successful Tenderer. The transit loss / theft / pilferage / damage of the goods under any circumstance shall be the liability of the Successful Tenderer. Insurance and transit insurance of the goods shall be the liability of the Successful Tenderer.

5.8. Packing and Labeling

5.8.1 Each School Bag shall be packed in a non-hazardous pouch of as specified in Annexure.

5.8.2. 32 non-hazardous pouches of School Bag shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit.

5.8.3 Each corrugated box shall be labeled and the label shall contain the following: NOT FOR SALE, SCHEME OF SUPPLY OF COST-FREE SCHOOL BAG TO SCHOOL CHILDREN by the Department of School Education, Government of Tamil Nadu, Successful Tenderer 's Company Code No., Quantity, Serial Number and the Date, Month and Year of manufacturing of the School Bag.

5.9. Warranty and Replacement

i. Warranty

The warranty of the School Bag supplied by the Successful Tenderer shall be for a period of **six months** from the date of distribution of the same to the school children in each block in each District in Tamil Nadu. The Successful Tenderer shall replace the defective School Bag supplied by him with new ones at his cost at the designated points during the period of Warranty.

Defects, if any indicated in the feedback obtained from beneficiary students through the respective DEOs / BEOs shall be replaced.

ii. Replacement

The quality of **School Bag** supplied by the Successful Tenderer shall be in accordance with the Specifications as in the **Annexure I, II & II A to C**. If any defect is found in the If any defect is found in the post-delivery tests in any one or more of the five samples, the entire lot supplied to the particular DEO / BEO will be treated as defective and shall have to be replaced. The quantity to be replaced shall also be subjected to pre-inspection test in the manufacturer premises and the same shall be replaced within in the stipulated time.

5.10. Payment Terms:

5.10.1. No advance payment shall be made.

5.10.2. The Successful Tenderer shall raise the bill only after completion of supply and delivery in all the Blocks / Offices in each District as per the delivery schedule as a whole in bulk. No Bill shall be admitted from the Successful Tenderer who fails to effect the supply and delivery of the School Bag to all the Block Offices in each District as per the Purchase Order in time.

5.10.3 The bill raised by the Successful Tenderer shall have all Registration Numbers printed on the Bill. The validity of the Tax

Registration during the currency period of the Contract shall be the sole responsibility of the Successful Tenderer.

5.10.4 The Successful Tenderer shall submit the delivery reports along with delivery challans signed by the concerned DEOs/ BEOs with legible dated acknowledgement duly affixed with proper seal along with a rejected quantity separation certificate as specified in tender clause 5.5.3. The Corporation shall process the bill for payment of 80% of the bill only after completion of the supply of the entire quantity in a District. Based on the certificates issued by the Block Educational Officers / District Educational Officers and after the receipt of certificate of the testing of the random samples of the supplied School Bag issued by an accredited Lab specified in Clause **5.6.2. (b) of Terms and Conditions of the Tender**, the bills will be admitted. The Corporation shall settle 80% of the bill within a reasonable time after receipt of the hard copy of the delivery notes and the afore-said Certificates of Acceptance and Lab Tests. All the payments will be made through ECS to the supplier's bank account declared by him at the time of execution of agreement.

5.10.5 Out of the remaining **20%** of the bill, **15%** of the bill shall be settled after the effective performance of the Contract in full to the entire satisfaction of the Corporation, duly deducting the Pre-Inspection Testing and Post Sample Testing, Penalty and other charges if any.

5.10.6 The Corporation shall recover any dues from the Successful Tenderer if found to be recoverable on a later date in the audit even after final settlement of the Bill. The Successful Tenderer shall be liable to pay such dues to the Corporation.

5.10.7 The remaining **5%** of the Bill shall be paid after six months from the date of complete supply and distribution of the ordered quantity of School Bags to the school children in each Block and in each District as per the Purchase Order and the Delivery Schedule.

5.11. Penalty and Liquidated Damages

5.11.1. Penalty

(a) If the Successful Tenderer fails to deliver the School Bag as per the Purchase Order and the Delivery Schedule specified by the Corporation, the Corporation shall have the right to impose **penalty of 1%** of the value of the delayed supply with applicable GST (which includes the date of rectification/replacement of defective goods) for every week of delay or part thereof after the due date of delivery for a period of **Two weeks** and thereafter at the rate of **3%** of the value of the delayed supply with applicable GST **for each Week of delay** or part till completion. Maximum penalty shall be limited to 10% of the total contract value. The Corporation shall have the right to make purchase from outside at higher rates if the delay continues even after a period of four weeks for which penalty is imposed on the Successful Tenderer and the loss sustained by the Corporation to this effect shall be deducted from the bill of the Successful Tenderer and / or from the Security Deposit of the Successful Tenderer.

(b) In respect of replacement / rectification of goods, the date of replacement/ rectification will be taken as actual date of supply. In such cases, the ordered quantity of goods for that location where the replacement / rectification were made will be taken for calculation of penalty for delay.

Liquidated Damages

5.11.2 The Corporation shall have the right to terminate the Contract of the Successful Tenderer who fails to deliver the School Bag in full as per the Purchase Order and the Delivery Schedule.

5.11.3 The Corporation shall have the right to place the Purchase Order with the other eligible Tenderer(s) if the supply is delayed beyond four weeks after the due date and it shall be at the risk and cost of the Successful Tenderer who is in default. The Corporation also reserves the right to take any other action against the Successful Tenderer in default for the loss and the consequential loss sustained by the Corporation.

5.11.4 If the delay continues even after the period of 50% of the original supply period, the contract is liable to be cancelled at the discretion of the Managing Director in addition to imposing of a penalty of 5% of the value of delayed supply with applicable GST irrespective of the 10% of penalty already provided for in **clause 5.11.1** of the terms and conditions of the contract.

5.11.5 The Successful Tenderer shall not manufacture, market, sell or supply the School Bag manufactured, packed and labeled as per the Technical specifications in the Tender Document exclusively for distribution among the School Children studying in Government and Aided schools in Tamil Nadu. The Corporation shall impose penalty of not less than Rs.5,00,000/- (Rupees Five Lakh Only) every time for violation of the aforesaid condition. The penalty shall be in addition to the Civil and Criminal action taken by the Corporation against such Successful Tenderers in default. The Corporation shall have the right to blacklist such Successful Tenderers from participating in the subsequent Tenders of the Corporation for a minimum period of three years.

5.11.6 The Corporation shall have the right to blacklist the Successful Tenderer for breach of any Conditions and Terms of the Tender / Agreement at any point of time.

5.11.7 If at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any Procuring Entity, the Corporation shall not accept the tender of that tenderer even if it may be the lowest tender.

5.12. Termination of Contract

5.12.1 Termination For Default:

- a) The Corporation may, without prejudice to any other remedy for breach of Contract by the Successful Tenderer , terminate the Contract in whole or part, by a 15 days' written notice of breach of Contract to the Successful Tenderer ,

- i. if the Successful Tenderer fails to deliver any or all of the goods within the time schedule specified in the Purchase Order, or within any extension thereof granted by the Corporation,
 - ii. if the Successful Tenderer fails to perform any of the obligation(s) under the Contract;
 - iii. if the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.
- b) If the Corporation terminates the Contract in whole or in part, the Corporation may procure, upon such terms and in such manner as it deems appropriate, the goods similar to those supplied and delivered and in that case the Successful Tenderer whose contract is terminated in whole or in part shall be liable to the Corporation for any additional costs involved in procuring and supplying the goods to the designated destinations. However, the Successful Tenderer shall continue the performance of the Contract to the extent not terminated. The Corporation reserves the right to take further action against the Successful Tenderer whose Contract has been terminated in whole or in part.

5.12.2 Termination for Insolvency

The Corporation may at any time terminate the Contract by giving 15 days' written notice to the Successful Tenderer without compensation to the Successful Tenderer and without incurring any liability if the Successful Tenderer becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Corporation.

5.12.3 Termination for Convenience

The Corporation may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days' written notice and without compensation to the Successful Tenderer. The notice of termination shall specify that termination is for the

Corporation's convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences and damages for which the Successful Tenderer shall be liable for violation of the Contractual obligations.

5.13. Force Majeure

5.13.1 Force Majeure means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.

5.13.2 If a Force Majeure situation arises, the Successful Tenderer shall promptly notify the Corporation of such conditions and the causes thereof through e-mail within 24 hrs of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Corporation within 3 days from the date of occurrence of such event. Unless otherwise directed by the Corporation in writing, the Successful Tenderer shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.

5.13.3 In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the Successful Tenderer shall not be liable to pay penalty. Further if the performance in whole or part, of any obligation under this Contract is prevented or delayed by reason of Force Majeure for a period exceeding 21 days, the Corporation may at its option and discretion terminate the Contract.

5.13.4 The price quoted by the bidder and accepted by the Corporation shall remain fixed and firm during the extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the Successful Tenderer in the Tender.

5.14. Appeal

Any tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to the Government within ten days from the date of receipt of order.

5.15. Conciliation & Arbitration

5.15.1. Conciliation

If any dispute or difference arises between the Corporation and a Successful Tenderer with regard to the Contractual obligations, the same shall be referred to a Conciliator and settled by Conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. The sole Conciliator shall be nominated by the Managing Director of the Corporation. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The Conciliator shall endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him.

The venue of the conciliation shall be exclusively at Chennai and the language to be used in the conciliation proceedings shall be in English.

5.15.2 Arbitration

In case of any dispute or difference arising between the Corporation and the Successful Tenderer relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the Sole Arbitrator nominated by the Managing Director of the Corporation. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Managing

Director of the Corporation shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo. The Arbitral Award shall be final and binding on both the Corporation and the Successful Tenderer. No part of the Contract shall be suspended by the Successful Tenderer on the ground of pendency of the Arbitral Proceedings.

The venue of Arbitration shall be exclusively at Chennai. The language to be used in the Arbitral proceedings shall be in English.

5.16. Jurisdiction

The courts in the city of Chennai exclusively shall have the jurisdiction to try any matter or dispute or reference between the Corporation and the Successful Tenderers arising out of the Contract.

6. LETTER OF THE TENDERER

To
The Managing Director
Tamil Nadu Textbook and Educational Services Corporation,
EVK SAMPATH MAALIGAI,
D.P.I Campus
68, College Road,
Chennai-600 006.
Tamil Nadu, India.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Textbook and Educational Services Corporation for the **“Supply and delivery of School Bag on Annual Rate Contract basis”** conforming to the technical specifications and to the conditions stated in the annexed contract and specification and drawings attached here to.

I / We have carefully understood the conditions of tender, details of the materials to be supplied and the specifications and drawings with all the stipulations to which I / We agree to comply.

I / We hereby undertake to complete the delivery of goods at the designated places mentioned in the contract, within the time limit as specified by the Corporation.

I am / We are quite aware that quality of the materials and time of delivery are the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD paid will be forfeited by the Corporation, without any notice to me / us.

I / We affirm that in any previous tender to the Tamil Nadu Textbook and Educational Services Corporation, I / we have not committed any fraud by furnishing wrong information and the Corporation had not written to us alleging fraud in our transaction with the Corporation.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within seven days from the date of issue of Letter of Acceptance.

I / We undertake to sign the contract with the Corporation within seven days from the date of issue of Letter of Acceptance.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and GST clearance certificate or to execute the Contract within the period of seven days as referred to above, the sum of **Rs. 32.00 Lakh (Rupees Thirty Two Lakh Only)** deposited with the tender shall be forfeited by the Tamil Nadu Textbook and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Textbook and Educational Services Corporation, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

- a. In case, there is any defect found in the school bag or in any part of the school bag delivered, we undertake to replace the same by a new one.

- b. If the school bag delivered is found to have even the slightest damage, due to any reason like in the process of transportation, the material should be replaced by a new one.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Corporation to procure **the School Bag conforming to specifications.**

Having fully understood the tender conditions and the above undertaking in this letter, I / we sign this _____ Day of _____ at _____.

Yours faithfully,

Authorized Signature :

Name&Title of Signatory : _____

Name of the Bidder : _____

Address : _____

7. TECHNICAL SPECIFICATIONS FOR SCHOOL BAG**ANNEXURE – I****I COLOUR AND DIMENSIONAL SPECIFICATIONS**

Sl. No.	PROPERTY	Unit	Category-1 Small (1 st -3 rd std.)	Category-2 Medium (4 th -7 th std.)	Category-3 Large (8 th -12 th std.)
1.COLOUR					
1.1	Colour of the Bag	--	Dark Pink With Dark Grey, Colour Code:- Dark Pink – PANTONE Pink C (or) Equivalent, Dark Grey- PANTONE 17-0207 TPG Rock Ridge (or) Equivalent	Dark Navy Blue with Dark Orange, Colour Code:- Dark Navy Blue – PANTONE 19-4025 TCX Mood Indigo (or) Equivalent Dark orange- PANTONE 16-1360 TCX Nectarine (or) Equivalent	Black with Dark Grey, Colour:code:- Black – PANTONE 19-0303 TCX Jet Black (or)Equivalent Dark Grey – PANTONE 17-0207 TPG Rock Ridge (or) Equivalent
1.2	Colour of the front pocket	--	Dark Pink with Dark Grey	Dark Navy Blue with Dark Orange	Black with Dark Grey
1.3	Colour of the shoulder strip	--	Dark Grey	Dark Orange	Dark Grey
1.4	Colour of the adjustable belt	--	Dark Grey	Dark Navy Blue	Black
1.5	Colour of the beedings	--	Dark Grey	Dark Navy Blue	Black
1.6	Colour of the shoulder adjustable buckle	--	Dark Brown	Dark Brown	Dark Brown
1.7	Colour of the water bottle pocket	--	Net: Black Other: Dark Grey Elastic: Black	Net: Black Other: Dark Orange Elastic: Black	Net: Black Other: Dark Grey Elastic: Black
1.8	Colour of the zip & runner	--	Dark Grey	Dark Navy Blue	Black
1.9	Colour of the ID card pocket	--	Colourless Transpare nt	Colourless Transpare nt	Colourless Transpare nt
1.10	Colour of the top handle	--	Dark Pink	Dark Orange	Dark Grey
1.11	Colour of the Belt Buckle	--	Dark Brown	Dark Brown	Dark Brown
1.12	Colour of the inner compartment		Black	Black	Black
2 DIMENSIONS					
2.1 BAG					
2.1.1	Length (Min.)	mm	330	356	406
2.1.2	Breadth (Min.)	mm	279	305	330
2.1.3	Total Depth (Min.) Border size	mm	152	178	178
2.1.4	First Compartment Depth (min)	mm	51	51	51
2.1.5	SecondCompartment Depth (min)	mm	102	127	127
2.1.6	Thickness of bag material (Min.)	mm	0.40	0.40	0.40
2.1.7	Thickness of the compartment Material (Min.)	mm	0.30	0.30	0.30
2.1.8	Weight (Min.)	gm	380	470	500
2.2 FRONT POCKET					
2.2.1	Length-Top to bottom (Min.)	mm	152	178	203

2.2.2	Breadth-Right to left (Min.)	mm	203	203	241
2.2.3	Depth (Min.)	mm	51	57	64
2.3 SHOULDER STRIP-Lengthwise stitched at the edges along with foam					
2.3.1	Length (Min.)	mm	279	305	356
2.3.2	Breadth (Min.)	mm	51	51	51
2.3.3	Thickness-Including foam (Min.)	mm	6.5	6.5	6.5
2.3.4	Hooke free length (Min.)	mm	191	191	191
2.4 WATER BOTTLE POCKET					
2.4.1	Length	mm	203	203	229
2.4.2	Depth at the bottom (Min.)	mm	32	32	32
2.4.3	Diameter of elastic on stretching (Min.)	mm	191	191	203
2.5 ZIP					
2.5.1 COMPARTMENT ZIP					
2.5.1.1	First CompartmentZip Length (Min.)	mm	457	483	508
2.5.1.2	Zip size		No.8	No.8	No.8
2.5.1.3	Second CompartmentZip Length (Min.)	mm	457	483	508
2.5.1.4	Zip size	-	No.8	No.8	No.8
2.5.2 FRONT POCKET ZIP					
2.5.2.1	Zip Length (Min.)	mm	203	203	241
2.5.2.2	Zip size	--	No.8	No.8	No.8
2.5.3 RUNNER HANDLE					
2.5.3.1	Length (±1)	mm	40.0	40.0	40.0
2.5.3.2	Width(Min.)	mm	10.0	10.0	10.0
2.5.3.3	Thickness (Min.)	mm	2.00	2.00	2.00
2.5.3.4	Weight of runner handle with head (Min.)	gm	6.0	6.0	6.0
2.6 ID card					
2.6.1	Length (Min.)	mm	108	108	108
2.6.2	Width (Min.)	mm	76	76	76
2.7 STITCHED EDGES PIPE BEEDING					
2.7.1	Diameter (Min.)	mm	3.0	3.0	3.0
2.8 TOP HANDLE					
2.8.1	Length (Min.)	mm	140	140	140
2.8.2	Breadth / Diameter (Min.)	mm	32	32	32
2.9 ADJUSTABLE BELT-free end triple folded and stitched to prevent slippage of belt with triple fold					
2.9.1	Length (Min.)	mm	559	584	610
2.9.2	Breadth (Min.)	mm	32	32	32
2.9.3	Thickness (Min.)	mm	1.00	1.00	1.00
2.9.4	Weight/meter (Min.)	gm/m	12.0	12.0	12.0
2.10	Shoulder Adjustable Belt Buckle	Inner width should accommodate the adjustable belt properly			
II MATERIAL SPECIFICATION					
3. MATERIAL					
3.1	BAG				
3.1.1	Outer layer	--	Polyester Material Min. Denier count warp 400d & weft 200d	Polyester Material Min. Denier count warp 400d & weft 200d	Polyester Material Min. Denier count warp 400d & weft 200d
3.1.2	Inner layer	--	Flexible PVC	Flexible PVC	Flexible PVC
3.2. COMPARTMENT					
3.2.1	Outer layer	--	Polyester Fabric	Polyester Fabric	Polyester Fabric
3.2.2	Inner layer	--	Flexible PVC	Flexible PVC	Flexible PVC
3.3. FRONT POCKET					
3.3.1	Outer layer	--	Polyester Fabric	Polyester Fabric	Polyester Fabric

3.3.2	Inner layer	--	Flexible PVC	Flexible PVC	Flexible PVC		
3.4. SHOULDER STRIP							
3.4.1	Outer layer	--	Polyester Fabric	Polyester Fabric	Polyester Fabric		
3.4.2	Inner layer	--	Flexible PVC	Flexible PVC	Flexible PVC		
3.4.3	Cushion Foam	--	XLPE (Cross linked Expandable Polyethylene foam)	XLPE (Cross linked Expandable Polyethylene foam)	XLPE (Cross linked Expandable Polyethylene foam)		
3.5. WATER BOTTLE POCKET							
3.5.1	Outer layer	--	Polyester Material Min. Denier count warp 400d & weft 200d	Polyester Material Min. Denier count warp 400d & weft 200d	Polyester Material Min. Denier count warp 400d & weft 200d		
3.5.2	Inner layer	--	Flexible PVC	Flexible PVC	Flexible PVC		
3.5.3.	Net	--	Knitted PET fabric (150.0 GSM)	Knitted PET fabric (150.0 GSM)	Knitted PET fabric (150.0 GSM)		
3.6	ZIP	--	Polyethylene Terephthalate (PET)	Polyethylene Terephthalate (PET)	Polyethylene Terephthalate (PET)		
3.7	RUNNER	--	Powder coated metal	Powder coated metal	Powder coated metal		
3.8	ID CARD	--	PVC (Transparent)	PVC(Transparent)	PVC (Transparent)		
3.9	STITCHED EDGES PIPE BEEDING	--	HDPE	HDPE	HDPE		
3.10	TOP HANDLE	--	Top and bottom surface made out of PVC coated polyester fabric with 6mm thick softXLPE Foam (Lifting Area).	Top and bottom surface made out of PVC coated polyester fabric with 6mm thick softXLPE Foam (Lifting Area).	Top and bottom surface made out of PVC coated polyester fabric with 6mm thick softXLPE Foam (Lifting Area).		
3.11	ADJUSTABLE BELT		Polypropylene knitted fabric	Polypropylene knitted fabric	Polypropylene knitted fabric		
3.12	SHOULDER ADJUSTABLE BELT BUCKLE		High Impact Polystyrene (or) Nylon	High Impact Polystyrene (or) Nylon	High Impact Polystyrene (or) Nylon		
III. PROPERTY SPECIFICATIONS					Requirement		
4.1	Bag Material(Outer Material)		Unit	Test Method	Category-1 Small (1st-3rd std.)	Category-2 Medium (4th-7th std.)	Category-3 Large (8th - 12thstd.)
4.1.1	Breaking strength(Min.)	Warp	Kg/5cm	IS 7016(Part2):2015	50	50	50
		Weft			30	30	30
4.1.2	Tear resistance (Min.)	Warp	Kgf	IS 7016(Part3/sec 1):2017 (method A)	6	6	6
		Weft			6	6	6
4.1.3	GSM (Min.)		g/m2	ISO 3801: 1977	400	400	400
4.1.4	Colour Fastness To Water, Min		Gray scale rate	ISO 11642:2012	Grade 3	Grade 3	Grade 3
4.1.5	Colour fastness to rubbing(crock meter), min Dry 10 rubs Wet 10 rubs		Gray scale rate	ISO 20433:2012	Grade 3	Grade 3	Grade 3

4.2 Compartment Material (Inner Material)							
4.2.1	Breaking strength (Min.)	Warp	Kg/5cm	IS 7016(Part2):2015	45	45	45
		Weft			25	25	25
4.2.2	Tear resistance (Min.)	Warp	Kgf	IS 7016(Part3/s ec 1):2017 (method A)	5	5	5
		Warp			5	5	5
4.2.3	GSM (Min.)		g/m2	ISO 3801: 1977	300	300	300
4.2.4	Colour Fastness To Water, Min		Gray scale rate	ISO 11642:2012	Grade 3	Grade 3	Grade 3
4.2.5	Colour fastness to rubbing(crock meter), min Dry 10 rubs Wet 10 rubs		Gray scale rate	ISO 20433:2012	Grade 3	Grade 3	Grade 3
4.3 Zip Materials							
4.3.1	Lateral Strength Of Slide Fastener(Zip),Min		Kgf	ISO 10764 : 2016	40	40	40
4.3.2	Resistance Of Slide Fastener To Repeated Opening And Closing(Zip), Min		Cycles	ISO 10751 : 2016	1000	1000	1000
4.3.3	Strength Of Slide Fastener Pullers(Zip), Min		N (Newton)	ISO 10734 : 2016	250	250	250
4.4 Bag							
4.4.1	Minimum Static Load Bearing Capacity For 1 Hour		-	Annexure-IV	No damage to the Bag at 10 Kg	No damage to the Bag at 15 Kg	No damage to the Bag at 20 Kg
4.4.2	Shoulder strap Joint pulling strength(Top back strap),Min.		Kgf	Annexure-V	25	25	25
4.4.3	Attachment Strength Of Adjustable Belt At		Kgf	Annexure-VI	25	25	25
4.4.4	Top Handle Attachment Strength,Min		Kgf	Annexure-VII	25	25	25
4.4.5	Seam Strength, Min 1)Right side Seam strength 2)Left side seam strength and 3)Bottom side seam strength 4) Pocket Seam		Kgf	ISO 17697 :2016	25	25	25

Note:

1. **Stitch length: 8 stitches / inch for all stitches (To have better strength the joints should be double and triangle stitched wherever needed appropriately and especially in top handle and shoulder strip).**
2. **Second compartment should be provided adjacent to the Front Pocket.**
3. **Thread used: Spun Polyester TKT 30.**
4. **Water bottle pocket knitted PET fabric.**
5. **Polyester zip with putty 20.0 gms per meter grade has to be used.**
6. **Adjustable strip must be stitched along the centre bottom.**
7. **Zipper (Runner): Two Runners should be provided on each compartment of the School Bag.**
8. **The shoulder reinforcement strap is to be attached on top of second compartment (at the Beading area) of the School Bag.**

**SIGNATURE OF THE TENDERER
WITH SEAL**

ANNEXURE - II

8. DRAWINGS

MODEL OF SCHOOL BAG SIZE WISE

(3D Coloured Diagram with specifications)

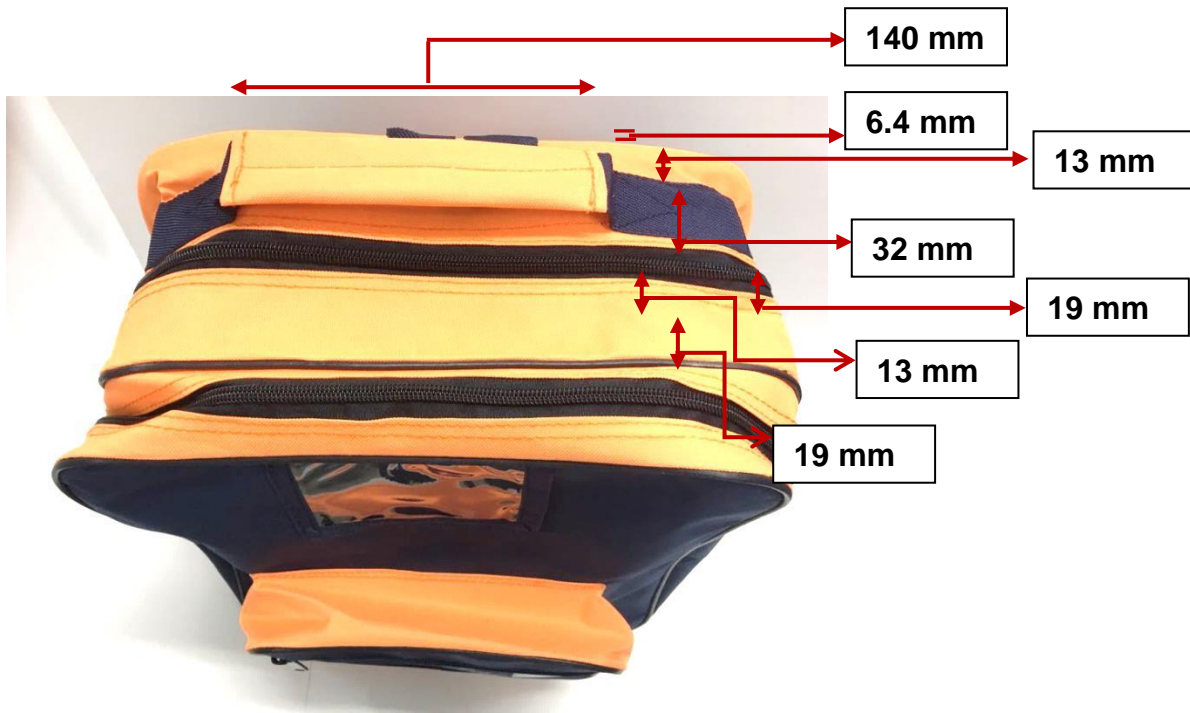


ANNEXURE - II A

MODEL OF SCHOOL BAG SIZE WISE

(3D Coloured Diagram with specifications)

Dimensions for Zip Location at the Top Side

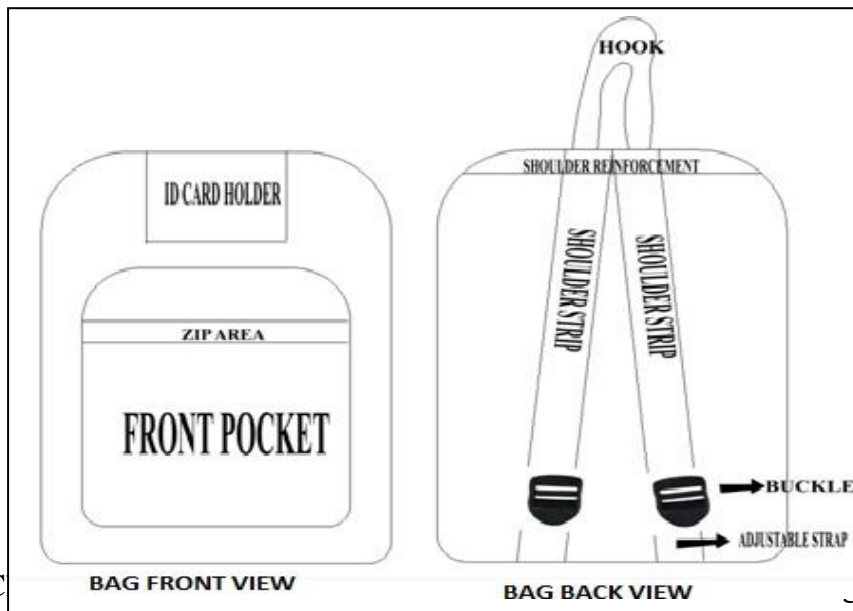


ANNEXURE - II B

MODEL OF SCHOOL BAG SIZE WISE

The shoulder reinforcement strap is to be attached on top of second compartment

(At the Beading area) of the school bag



ANNEXURE – II C

**MODEL OF SCHOOL BAG SIZE WISE
(3D Coloured Diagram with specifications)**



**Signature of the Tenderer
with Seal**

ANNEXURE – III**9. RAW MATERIALS**

Details of raw materials used in manufacturing of School Bag Samples submitted along with Tender Document in a separate sealed cover

Sl.No.	Category	Material	Quantity
1	Outer layer	Polyester Fabric	2 metre (each two colour)
2	Cushion Foam	XLPE (Cross Linked Expandable Polyethylene foam)	2 metre
3	ZIP	Polyethylene terephthalate (PET)	2 metre
4	Runner	Metal	24 Number
5	ID Card	PVC (Transparant)	2 metre
6	Top Handle	PVC polypropylene	2 metre
7	Adjustable Belt	Polypropylene Knitted fibre	2 metre
8	Shoulder Adjustable Buckle	High Impact Polystyrene (or) Nylon	24 Nos.

**Signature of the Tenderer
with Seal**

10. TESTING PROCEDURES

ANNEXURE – IV

Procedure for Static load bearing capacity of the bag

Scope

This method is to determine the strength of top handle attachment where the bag is lifted when loaded.

Principle

The bag is loaded with defined mass distributed as evenly as possible. It is lifted using handle for the period of hour and set down. Any damage occurred is assessed visually.

Apparatus and materials

1. A suitable material such as bag with which to load the bag so that the load is spread as possible
2. Balance for measuring the load up to 50kg to an accuracy of 0.1kg.
3. A suitable hook for which to hang the bag.
4. A stop watch for measuring time in seconds
5. A steel rule for measuring the height of the loaded sample capable of measuring 1.0 meter.

Procedure

Open the language and place it in the balance insert material(filling materials) into the bag until the approximate maximum mass for **CATEGORY I – 10 KG, CATEGORY II - 15, CATEGORY III – 20 KG**, ensure that the load are package as evenly as possible. Close and fully fastened the bag use the mechanism gently raise the bag approximately 50 cm from the floor and maintain it in the raised position for period of one hour as measured by the stop clock. Gently lower the bag to the floor and assess and any damage that the bag occurred.

**Signature of the Tenderer
with Seal**

ANNEXURE – V

Procedure for Shoulder strap joint pulling strength (Top back strap)

Scope

This method to determine the Strength shoulder strap strength of the school bag.

Principle

- a) Top Shoulder strap Bag is gradually stretched by the tensile testing machine until failure occurs. The force required failure of the top shoulder attachment of the bag are measured.

Apparatus and materials

1. Universal tensile testing machine with load cell capacity of approximate 2KN will use with the 2% accuracy for measuring force.
2. Jaw separation rate 100 ± 10 mm/minutes
3. Cutting knife or other suitable material

Preparation of test specimen

Using the cutting knife cut the shoulder strap with complete reinforcement area and also sufficient non reinforcement area to allow the sample to be clamped without clamping the reinforced area.

Procedure

Clamp the top shoulder strap of the bag in upper jaw of the universal tensile testing machine and the un-reinforcement area of the bag in the bottom jaw such that jaws separate the shoulder strap of bag will be stressed. Operate the testing machine so that the jaw separate of a speed of 100 ± 10 mm/minutes until failure of the shoulder strap joint bag. Record the maximum force to the nearest 0.1kg at which failure occur.

**Signature of the Tenderer
with Seal**

Annexure-VI

Procedure for Attachment strength of adjustable belt and buckle (Bottom belt)

Scope

This method to determine the attachment strength of buckle and adjustable belt (bottom belt)of the school bag.

Principle

A test specimen containing a buckle and adjustable strap is gradually stretched by a tensile machine until failure occurs. The force required failure of buckle or adjustable belt of the bag are measured.

Apparatus and materials

1. Universal tensile testing machine with load cell capacity of approximate 2KN will use with the 2% accuracy for measuring force.
2. Jaw separation rate 100 ± 10 mm/minutes
3. Cutting knife or other suitable material

Preparation of test specimen

Using the cutting knife cut the fastening strap of the buckle with complete reinforcement area and adjustable strap belt.

Procedure

Clamp the middle of shoulder strap in upper jaw of the universal tensile testing machine and clamp the fastened buckle with adjustable belt with complete reinforcement area in the bottom jaw such that jaws separate the strap and fastened buckle will be stressed. Operate the testing machine so that the jaw separate of a speed of 100 ± 10 mm/minutes until failure of the either buckle or adjustable strap. Record the maximum force to the nearest 0.1kg at which failure occur.

**Signature of the Tenderer
with Seal**

Annexure-VII

Procedure for Top Handle attachment strength

Scope

This method is determine the strength of external and internal load bearing of the handle of the bag.

Principle

Bag handle is gradually stressed by the tensile testing machine until failure occurs. The force required failure of the attachment of handle of the bag are measured.

Apparatus and materials

1. Universal tensile testing machine with load cell capacity of approximate 2KN will use with the 2% accuracy for measuring force.
2. Jaw separation rate 100 ± 10 mm/minutes
3. Cutting knife or other suitable material

Preparation of test specimen

Using the cutting knife cut the bag handle with complete reinforcement area and also sufficient non reinforcement area to allow the sample to be clamped without clamping the reinforced area.

Procedure

Clamp the handle of the bag in upper jaw of the universal tensile testing machine and the un- reinforcement area of the bag in the bottom jaw such that jaws separate the handle of bag will be stressed. Operate the testing machine so that the jaw separate of a speed of 100 ± 10 mm/minutes until failure of the handle bag. Record the maximum forces to the nearest 0.1kg at which failure occurs.

**Signature of the Tenderer
with Seal**

11. STATEMENTS, DECLARATIONS AND FORMATS**ANNEXURE – VIII****PROFILE OF THE TENDERER**

The Tenderer shall furnish the following details without fail.

- a) Name of the Organization :
- b) Nature of the Organization :
(i.e. Public Sector Undertaking /
Public Ltd / Private Ltd Company/
Individual Proprietor /partnership
firm etc.,)
- c) Number and Year of Registration / :
Incorporation (Copy of Certificate of
Incorporation shall be enclosed)
- d) Address of the Registered Office of :
the Company with Phone, Fax, and
Email ID.
- e) Address of the Manufacturing Units :
with phone, Fax, and Email ID.
- f) Audited annual report for the last :
three financial years (2017-18 to
2019-20):
(Copy of the same along with
Technical Bid shall be enclosed).
- g) A copy of PAN Card attested by the :
Company Secretary or Managing
Director or the Chartered
Accountant shall be enclosed.
- h) A copy of registration Certificate of :
GST attested by the Company
Secretary or Managing Director or
the Chartered Accountant shall be
enclosed.
- i) Bank details:
Bank name :
Branch :
Account No :
IFSC :
MICR :

Note: The Tenderer shall enclose documentary proofs for the above without fail.

ANNEXURE - IX**ANNUAL TURNOVER CERTIFICATE**

The annual turnover of M/s. for the last three financial years are given below and certified that the statement is true and correct.

Sl. No.	Years	Turnover in lakh (Rs.)
1.	2017-2018	
2.	2018-2019	
3.	2019-2020	
	Total Turnover	
	Average Annual Turnover	

**Signature of the Tenderer
with Seal**

**Signature of The Auditor /
Chartered Accountant
(Name in Capital with
Registration Number)**

Date:

Seal:

ANNEXURE - X**PAST EXPERIENCE****STATEMENT OF SUPPLY ORDERS EXECUTED DURING
THE PAST THREE YEARS (2018-19 to 2020-21)**

S. No	Name & address of the Organisation	Purchase Order No. & Date	Quantity of School bag	Value of Order (Rs. in Lakh)	Scheduled date of completion of order	Actual date of completion of order	Invoice No. & Date
TOTAL							

ANNEXURE - XI

DECLARATION

I / We having the registered office at
..... hereby declare that the Firm / Company or its
Partners / Shareholders have not been blacklisted by Central / any State
Government and its Public Sector Undertakings / Corporations.

**Signature of the Tenderer
with Seal**

ANNEXURE - XII

Date :

DECLARATION

I/We

having the registered office at..... declare that

I/we have carefully read and accept all the terms and conditions of Tender

floated by the Tamil Nadu Textbook and Educational Services Corporation,

Chennai vide Tender Ref.No.10447/PUR-II/2021 for the purchase of **70.23**

Lakh School Bag strictly conforming to the specifications as given in the

Tender Document and I / we shall abide by all the conditions set forth

therein. I/we also undertake to take back the rejected defective and the test-

failed School Bag at our risk & cost and replace the same within the

stipulated time as per instructions of Tamil Nadu Textbook and Educational

Services Corporation, Chennai.

**Signature of the Tenderer
with Seal**

ANNEXURE - XIII

SELF CERTIFICATION ON SAMPLE SUBMISSION

Certified that sample of School Bags in each size as in clause 4.4.7 & 4.17 and raw materials submitted with the tender documents 2022-2023 conforms to the technical specifications prescribed in **Annexure I, II & II A to C & III**

**Signature of the Tenderer
with Seal**

ANNEXURE - XIV

DECLARATION

It is certified that I / We have offered to supply a quantity of School Bag within a period of 120 days which is inclusive of Pre Despatch Inspection and clearance and replacement of rejected quantity during pre inspection, pre and post sample testing.

I am aware that as per Tender conditions, the minimum production capacity should be 3.51 Lakh **of School Bag per annum.**

**Signature of the Tenderer
with Seal**

ANNEXURE – XV

Date:

CERTIFICATE

I/we having office at declare that the tender forms downloaded from the website www.tenders.tn.gov.in / www.textbookcorp.tn.gov.in have not been tampered with / modified in any manner. In case, if the same is found to be tampered with or modified, the Tender Document submitted by me/us shall be summarily rejected.

**Signature of the Tenderer
with Seal**

ANNEXURE – XVI

**FORMAT FOR AVAILABILITY OF CASH CREDIT FACILITIES -
BANK CERTIFICATE**

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, SUPPLY OF COST-FREE SCHOOL BAG to the School Children studying in Government & Aided Schools in Tamil Nadu for the year 2022-2023 is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Place:

Signature:

Date:

Name of Authorised signatory

Designation with seal

Address of the Bank

ANNEXURE - XVII

12. BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Successful Tenderer] (hereinafter called "the Successful Tenderer ") has undertaken, in pursuance of Tender No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Successful Tenderer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Successful Tenderer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Tenderer , up to a total of _____ [amount of guarantee] ¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] ¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the

Successful Tenderer 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 **24** Calendar months from the date of issue of Bank Guarantee.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

- ¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

ANNEXURE – XVIII**13. AGREEMENT FORM**

(To be filled by the tenderer in a non-judicial stamp paper of value not less than Rs.100/-)

THIS AGREEMENT made the ____ day of -----, 2021 between **TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION, E.V.K. SAMPATH MAALIGAI, NO.68, COLLEGE ROAD, CHENNAI** represented by the Member Secretary (Purchaser) of one part **and** _____ (Name and Address of Supplier) represented by _____ (Supplier) of the other part:

WHEREAS the **Purchaser** is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., _____ Tamilnadu **Textbook and Educational Services Corporation** has accepted the bid of the Supplier for the supply of those goods and services for a total consideration of _____ (Rupees _____) (The Contract price including GST).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) Letter of Tenderer and Price Schedule submitted by the Bidder;
- (b) Price schedule and Negotiated letter submitted by the bidder;
- (c) Supply and Delivery of **(School Bag)** as per Tender Document;
- (d) Technical Specifications Annexure I to VII (Chapter 7)
- (e) General Conditions of Contract;
- (f) Conditions of Contract; and
- (g) Letter of Acceptance
- (h) Agreement

(i) Purchase Order

(j) All Addendum issued and replies to queries and any other clarifications issued by the Corporation as forming part of the contract

3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The **Purchaser** hereby agrees covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPLIED / PROVIDED BY THE SUPPLIER ARE:

Name of the material	Size	Quantity allotted	Accepted Rate (Rs.)	Total Value Rs.
Total				

6. For all purposes, the instructions issued under general as well as conditions of contract specified in the terms and condition of the tender document will be binding in the agreement signed by the contractor.

7. The supplier should supply the above material strictly as per the Terms and Conditions and technical specifications (as per Annexure) stipulated in the Tender document within one hundred and Twenty days (120) from the date of issue of Purchase Order.

8. The Corporation reserves the right to withhold the GST amount charged by the supplier in the Tax invoices submitted to the Corporation in the event of failure to pay the GST amount to the Government or/and in the event of such amount paid by the supplier as GST are not reflected in the returns against, the Corporation's name mandated under the law.

9. The Corporation shall recover any dues from the Successful Tenderer if found to be recoverable on a later date in any audit even after final settlement of the Bill. The Successful Tenderer shall be liable to pay such dues to the Corporation.

10. Address of the local office and the details of the responsible person in the local office are furnished below (applicable for the successful Tenderer from outside the State of Tamil Nadu).

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

(Signature of the Purchaser
with Name and Address)

(Signature of the supplier
with Name and Address)

Address with office seal in the presence of Witnesses :

1)..... ----- ----- -----	1)..... ----- ----- -----
2)..... ----- ----- -----	2)..... ----- ----- -----

PART - B**14. PRICE BID****(TO BE FURNISHED IN PART - B COVER)****SCHEDULE OF RATES - RATE PER SCHOOL BAG AS PER TENDER SPECIFICATIONS INCLUSIVE OF DELIVERY AT DESIGNATED LOCATIONS.**

Sl. No.	Details	Rate per School Bag		
		Small (Rs. in figure) & words	Medium (Rs. in figure) & words	Large (Rs. in figure) & words
1	Basic Cost			
2	GST			
5	Others (to be specified)			
	TOTAL COST			
Total amount (Rs. in Words)				

**Signature of the Tenderer
with Seal**