



TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

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TENDER DOCUMENT

TENDER FOR THE SUPPLY AND DELIVERY OF RAINCOAT (UNISEX) TO THE SCHOOL CHILDREN IN TAMIL NADU FOR THE YEAR 2023-2024

Date of Notification of Tender	29.09.2022
Pre-bid Meeting	13.10.2022 02.30 PM
Last Date for Submission of Tender	02.11.2022 02.00 PM
Date of Opening of Tenders	02.11.2022 02.30 PM
Cost of Tender document (hard copy) (Download is free)	₹ 1,000 + 18% GST = ₹ 1,180/-
Bid Processing Fee	₹ 10,000 + 18% GST = ₹ 11,800/-

IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000, the Act and Rules shall prevail.

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1.	NOTICE INVITING TENDER	
Tender Ref. RC.No. 9354/PUR-I/2022		
1.1	Sealed tenders are invited from manufacturers / suppliers of Raincoats (Unisex). The bidding will be conducted under two-cover system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time.	
1.	Name of the work	Supply and delivery of 1,16,867 Raincoats (Unisex) for the School Children in Hilly areas in Tamil Nadu for the year 2023 - 2024.
2.	Cost of Tender Document (Hard copy)	₹ 1,000 + 18% GST aggregating to ₹ 1,180/- payable in the form of Demand Draft / Banker's cheque drawn from a Scheduled Commercial Bank in favour of "Tamil Nadu Textbook and Educational Services Corporation" payable at Chennai
3.	Purchase of Tender Documents from:	<p>i. Assistant Director (Purchase), Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, 1st Floor, 68, College Road, Chennai-600 006.</p> <p>ii. The same may also be downloaded at free of cost from the following websites:</p> <p>a) http://www.textbookcorp.tn.gov.in</p> <p>b) http://www.tenders.tn.gov.in</p>
4	Sale period of Tender Document	On all working days from 29.09.2022 to 01.11.2022 between 10.00 AM and 05.45 PM
5.	Earnest Money Deposit (EMD)	₹ 2,15,000/-
6.	Date of Pre-Bid Meeting	13.10.2022 at 02.30 PM
7.	Last Date and Time for Submission of Tender	02.11.2022 up to 02.00 PM

8.	Due date and time for opening of Technical Bids	02.11.2022 at 02.30 PM. If the due date happens to be a holiday, the Tenders will be received and opened on the next working day.
9.	Contract Period	One year from the date of agreement.

- 1.2 **Consortium Tenders are not acceptable.** For all other conditions / instructions, please refer tender document.
- 1.3 The Corporation shall not be responsible for any postal delay or any loss of Tenders in transit.
- 1.4 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 therefor.
- 1.5 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 at any time before the last date for submission of the Tender.

Managing Director and Tender
Inviting Authority,
Tamil Nadu Textbook and Educational
Services Corporation,
Chennai-600006

2.	PREAMBLE
2.1 2.2 2.3 2.4	<p>In order to implement the announcements of the Hon'ble Chief Minister pertaining to the SCHEME OF SUPPLY OF COST-FREE RAINCOAT to the School Children studying in Government & Aided Schools in Tamil Nadu for the year 2023 - 2024 in Hilly areas in Tamil Nadu, the Tamil Nadu Textbook and Educational Services Corporation, hereinafter, called as the "Corporation", has been entrusted with the task of procuring quality Raincoats and distributing the same in time to the school children.</p> <p>The Corporation has proposed to procure 1,16,867 Raincoats, which are to be delivered to the 72 designated delivery points of Block Educational Officers (BEO) / District Educational Officers (DEO) in Hill areas in Tamil Nadu.</p> <p>Accordingly, the Corporation invites sealed tenders from eligible tenderers in "Two Cover System" for the supply and delivery of Raincoats. The Tender notification has been published fixing the date of opening of tender as 02.11.2022.</p> <p>The successful tenderer(s) shall work closely with the Corporation in achieving the scheduled targets in terms of quality and quantity.</p>
3.	SCOPE OF SUPPLY
	<p>The scope of supply would, <i>inter-alia</i>, involve the following:</p> <p>3.1 The successful tenderer(s) shall supply the awarded quantity of Raincoats within the contract period of 120 days in compliance with the technical specifications given in the Annexure I-A, I-B and I-C.</p> <p>3.2 The Raincoats are to be delivered at the 72 designated delivery points in Hill areas in Tamil Nadu as per Annexure - XXI.</p>

4. QUALIFICATION CRITERIA		
Clause	Qualification Criteria	Supporting Documents/Remarks
4.1	<p>Legal entity: The tenderer shall be a Registered legal entity in India.</p>	<p>(i) In case of Private / Public Limited Companies,</p> <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies. • Copy of Memorandum and Articles of Association <p>(ii) In case of Partnership Firm,</p> <ul style="list-style-type: none"> • Copy of LLP Registration/ Registered Partnership deed <p>(iii) In case of Proprietorship,</p> <ul style="list-style-type: none"> • Copy of GST Registration certificate
4.2	<p>Manufacturer / Supplier: The tenderer shall be a manufacturer / supplier of Raincoats in the past 3 (three) financial years as on 31st March 2022.</p>	<p>(i) Copy of GST Registration certificate</p> <p>(ii) GST Annual return copies for the last 3 financial years i.e., 2019-2020, 2020-2021 and 2021-2022. If annual GST return has not been filed, GSTR1/GSTR4 in support of GST sales shall be furnished.</p> <p>(iii) Copy of legal contractual agreement with manufacturer(s) of Raincoat with validity for at least three years beyond the tender opening date (only for Supplier).</p>
4.3	<p>Average annual turnover: The tenderer should have reported an Average Annual Turnover of minimum ₹ 1.10 Crores in the business of Raincoats and other similar items in 3 (three) consecutive financial years i.e., 2018-2019, 2019-2020 and 2020-2021 (or) 2019-2020, 2020-2021 and 2021-2022.</p>	<p>(i) The average annual turnover duly certified by Chartered Accountant with UDIN as per enclosed Annexure - VI.</p> <p>(ii) The Annual Report with all schedules and Form 3CD / certified copies of Balance Sheet, Profit & Loss statement for the last 3 (three) consecutive financial years.</p>

		(iii) Income Tax Returns and Tax Audit Form 3CD for the last 3 (three) consecutive financial years.
4.4	<p>Past experience:</p> <p>The tenderer should have supplied at least 5% of the tendered quantity of Raincoats to any organisation in any one of the last 3 Financial Years i.e., 2019-2020, 2020-2021 and 2021-2022.</p>	<p>(i) Copies of Work Order / Purchase Order in support of supply as per Annexure VII-A.</p> <p>(ii) Certificate issued by Chartered Accountant on the quantity of Raincoats supplied as per Annexure VII-B.</p>
4.5	<p>Production capacity:</p> <p>The tenderer's unit (or tenderer's contract manufacturing unit, in case of Supplier) shall have production capacity of at least 1,000 Nos. of Raincoats per day.</p>	Chartered Engineer's Certificate for infrastructure and production capacity at tenderer's manufacturing unit (or tenderer's contract manufacturing unit, in case of Supplier) as per enclosed Annexure - VIII.
4.6	<p>Cash Credit facility:</p> <p>The tenderer should have Cash Credit facility or own funds of at least ₹ 55.00 Lakhs. The tenderer's account should not have been declared as non-performing asset (NPA).</p>	Letter from a Scheduled Commercial Bank (on Bank's letterhead) in support of cash credit facility or own funds as per enclosed Annexure - IX and that the tenderer's account is not NPA.
4.7	<p>Net worth:</p> <p>The tenderer should have a positive net worth as on March 31, 2022.</p>	The Net Worth Certificate duly certified by Chartered Accountant with UDIN as per enclosed Annexure - X.
4.8	<p>Not blacklisted in last 5 years:</p> <p>The tenderer should not have been blacklisted by the Corporation or Central / State Government departments / Quasi Government organisations / Local government bodies / PSU during the last 5 years as on the date of tender opening. Even if the blacklisting was</p>	<p>(i) The declaration form as per Annexure XI-A should be enclosed.</p> <p>(ii) Termination / full or partial Cancellation / forfeiture of EMD and/or Security Deposit / non-execution of contract agreement, pertaining to any tender of the Corporation in the last 5 years as on</p>

	<p>revoked, the tenderer is not eligible to participate in the tender.</p>	<p>date of tender opening, will entail disqualification.</p> <p>(iii) Further, if the tenderer is found blacklisted in India before award of contract by any Government agency, the Tender will be rejected.</p>
4.9	<p>Non-adverse performance:</p> <p>There should not have been any adverse performance by the tenderer in any contract to the Corporation in the last 3 financial years i.e., in 2019-20, 2020-21 and 2021-22 in terms of the following:</p> <p>a) Non-execution of Agreement</p> <p>b) Forfeiture of Security deposit</p> <p>c) Non-supply of ordered quantity either partially or fully.</p> <p>d) Termination of contract</p>	<p>The declaration form as per Annexure XI-B should be enclosed.</p>
4.10	<p>In-house QC & testing laboratory:</p> <p>The tenderer's manufacturing unit (or contract manufacturer's unit, in case of Supplier) should have requisite in-house Quality Control laboratory and testing facilities to undertake tests prescribed in Annexure I-C.</p>	<p>Chartered Engineer's Certificate of the tenderer's manufacturing unit (or contract manufacturer's unit, in case of Supplier) should include details of Quality Control laboratory equipment and testing facility, which are managed by qualified & experienced QC personnel as per enclosed Annexure - VIII.</p>
4.11	<p>Minimum offer quantity:</p> <p>The tenderer should offer to supply a minimum quantity of 50,000 Nos.</p>	<p>Declaration form as per enclosed Annexure - XIII.</p>
4.12	<p>Local Office in Chennai:</p> <p>The tenderer should have a local office in Chennai</p>	<p>Documentary proof of Address for having a local office in Chennai.</p>

5.	LANGUAGE OF THE TENDER
<p>The Tender submitted by the tenderer as well as all correspondence and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.</p>	
6.	PURCHASE OF TENDER DOCUMENT
<p>6.1 The tender document shall be obtained from Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006 on payment of ₹ 1,000 + 18% GST aggregating to ₹1,180/- payable in the form of Demand Draft drawn on any Scheduled Commercial Bank in favour of “Tamil Nadu Textbook and Educational Services Corporation” payable at Chennai or it can be downloaded from https://www.textbookcorp.tn.gov.in and www.tenders.tn.gov.in free of cost. For the downloaded tender document, the tenderer need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure - XII).</p> <p>6.2 The tender document can be purchased on all working days from 29.09.2022 to 01.11.2022 between 10.00 AM and 05.45 PM.</p>	
7.	PRE-BID MEETING
<p>7.1 There will be a pre-bid meeting on 13.10.2022 at 02.30 PM in the Tamil Nadu Textbook and Educational Services Corporation, DPI Campus, Chennai 600 006 during which the prospective tenderers can get clarifications about the tender. The tenderers shall send their queries, if any, in writing by email to jd.tntbesc@tn.gov.in as per the format given in Annexure -XV, so as to reach the Corporation at least 48 hours prior to the pre-bid meeting date.</p> <p>7.2 The tenderers are advised to check https://www.textbookcorp.tn.gov.in and www.tenders.tn.gov.in for up-to-date information like change in date / venue etc. of pre-bid meeting as Corporation may not be able to identify and communicate with the prospective tenderers at this stage. Not attending pre-bid meeting is not a disqualification.</p>	

8.	CLARIFICATION ON THE TENDER DOCUMENT
<p>Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to “The Managing Director, Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006” or through email to jd.tntbesc@tn.gov.in as per Annexure - XV. The Managing Director, will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin to all those who have purchased the tender documents and will also upload such clarification on https://www.textbookcorp.tn.gov.in and www.tenders.tn.gov.in. The Managing Director will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of the Managing Director, in writing, before 48 hours of opening of the tender.</p>	
9.	AMENDMENT OF TENDER DOCUMENT
<p>9.1 At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and shall send intimation of such change to all those who have purchased the original tender documents and upload corrigendum on the websites https://www.textbookcorp.tn.gov.in and www.tenders.tn.gov.in for the information of those who have downloaded the tender documents from the website.</p> <p>9.2 In case any one tenderer asks for a clarification to the tender documents before 48 hours of the opening of the Tender, the Tender Inviting Authority shall ensure that a reply is sent and copies of the reply to the clarification sought shall be communicated to all those who have purchased the tender documents without identifying the source of the query and upload such clarification to the designated websites http://www.textbookcorp.tn.gov.in and www.tenders.tn.gov.in for the information of those who have downloaded the tender documents from the website, without identifying the source of the query.</p>	
10.	AUTHORISATION OF THE TENDERER
<p>10.1 The Tender should be signed by the person who is authorised for the same by the tenderer’s organisation. Authorisation from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorisation shall be rejected.</p>	

10.2 Letter of Authorisation / Power of Attorney is required only when the signing person does not hold the power to sign the document as per Articles of Association. The Power of Attorney should be on a Non-Judicial Stamp Paper of value of not less than ₹ 100/- in case of Public Sector Undertakings / Public / Private Limited Companies. In case, the signing person being the Managing Director / CEO and is delegated the power to sign all the documents, separate Power of Attorney is not required and only Extract of the Minutes of the Board Resolution to this effect has to be enclosed.

11. SUBMISSION OF TENDER IN TWO COVER SYSTEM

11.1 Every page of the terms and conditions of the tender document should be signed and enclosed with the tender, in token of having accepted the tender conditions, failing which the tender will be rejected summarily.

11.2 Tenders should be submitted in two parts:

- i. Part-A will cover technical bid and
- ii. Part-B will cover price bid

11.3 Tenderers should ensure submission of all documents along with Part-A and Part-B proposal as per the Checklist given in **Annexure - XVI**. Omission or failure to furnish any or all the required information in the tender document shall result in rejection of the tender.

11.4 Tenderers are requested to submit Part-A and Part-B in two separate sealed covers superscribing as 'Part-A' and 'Part-B' respectively. These two Parts namely Part-A and Part-B must be placed in a separate sealed cover superscribed as "Tender for the supply of Raincoats (Unisex) for the year 2023-2024" and addressed to "The Managing Director, Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006", containing the name and address of the Tenderer. **Tenders submitted in unsealed cover would be summarily rejected.**

11.5 Tenders should be dropped only in the tender box kept at "Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006" on or before 02.00 PM on 02.11.2022. Tenders will not be received by hand.

11.6 Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 02.00 PM on 02.11.2022. Tenders received after the specified time will not be considered and Corporation will not be liable or responsible for any postal delays.

- 11.7 A tender once submitted shall not be permitted to be altered or amended.
- 11.8 A Chartered Engineer's Certificate in support of infrastructure and production capacity of tenderer's manufacturing unit (or contract manufacturer's unit, in case of Supplier) as per enclosed **Annexure-VIII** with details of production machineries, in-house Quality Control Lab/Testing Equipment, qualified and experienced QC personnel employed, utilities, raw material store, finished goods store, dispatch area, etc. has to be submitted.
- 11.9 **The tender document shall compulsorily be spiral bound & indexed with page numbers.**
- 11.10 The tenderer shall enclose profile of the Company/Firm along with a Video CD covering the entire manufacturing process of the Company from the raw materials stage to the stage of finished products.

12.	SAMPLES SUBMISSION
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- 12.1 The tenderer shall submit two samples of Raincoats of each size (i.e. Size-28, Size-30, Size-32 and Size-34) manufactured as per technical specifications mentioned in the **Annexure I-A** of Tender Document in a sealed cover superscribing "Sample Raincoats".
- 12.2 The tenders received without sample Raincoats (as per **Annexure - V**) shall be rejected and the tenderer's Financial bid will not be opened.

13.	BID PROCESSING FEE
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- 13.1 The Tender shall be accompanied by a Bid Processing Fee (Non-Refundable) of ₹ 10,000 + 18% GST aggregating to ₹ 11,800/- (Rupees Eleven Thousand Eight Hundred Only) in the form of Demand Draft / Banker's cheque drawn on any Scheduled Commercial Bank in favour of the "Tamil Nadu Textbook and Educational Services Corporation, Chennai".
- 13.2 Bid Processing Fee in any other form will not be accepted.
- 13.3 Any request of the tenderer claiming exemption from payment of Bid Processing Fee under any circumstances will be rejected and their Part-B price bid will not be opened.
- 13.4 Tender is liable to be rejected in case the tenderer fails to remit the Bid Processing Fee.

14.	EARNEST MONEY DEPOSIT
14.1	The Tender shall be accompanied by an Earnest Money Deposit (EMD) to a value of ₹ 2,15,000/- (Rupees Two Lakhs Fifteen Thousand only) in the form of Demand Draft / Banker's cheque drawn on any Scheduled Commercial Bank in favour of the "Tamil Nadu Textbook and Educational Services Corporation, Chennai".
14.2	The EMD in any other form will not be accepted. EMD will be returned to the unsuccessful tenderers within 30 days from the date of issue of Purchase Orders.
14.3	The EMD will be retained in the case of successful tenderer(s) and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
14.4	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. The document submitted for exemption of EMD should have the validity and the tendered item in the list of products. The tender with invalid document for EMD exemption will be summarily rejected.
14.5	EMD is liable to be forfeited in case the tenderer fails to remit the Security Deposit or execute the Agreement after the issue of Letter of Acceptance by the Corporation.
15.	VALIDITY
The rate quoted in the Tender shall be valid for the acceptance by the Corporation for a minimum period of 120 days from the date of opening of the Tender. Escalation in the rates (within the validity period) will not be entertained under any circumstances.	
16.	OPENING AND EVALUATION OF THE TENDER
16.1	The tenders received up to 02.00 PM as per the office clock on 02.11.2022 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened in the presence of Managing Director of the Corporation or by the Person/Committee authorized by him / her at 02.30 PM on the same day in the presence of the available Tenderers/ representatives of the Tenderers, who choose to be present. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.

- 16.2 If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received up to 02.00 PM on the next working day and opened at 02.30 PM on the same day.
- 16.3 The Technical bid will be evaluated in terms of the qualification criteria by the Committee of Corporation. The Committee reserves the right to disqualify any of the tender, in case the Committee is not satisfied with the documents furnished, including the past performances.
- 16.4 Any adverse/not satisfactory remarks on the performance of previous supplies made to the Corporation or to any other clients will entail disqualification of the tender without notice and price bids will not be opened.
- 16.5 The Corporation reserves the right to inspect the manufacturing unit of the tenderer (contract manufacturing unit, in case of Supplier) to verify the genuineness of the documents submitted by the tenderer.
- 16.6 The tenderers declared as qualified by the Committee, will be informed the date of opening of Part-B (Price bid).

17.**SAMPLE EVALUATION**

- 17.1 The Tenderer while submitting the tender documents shall submit 2 untested samples of Raincoats in each size (i.e.) Size-28, Size-30, Size-32 and Size-34 without any markings/printings.
- 17.2 The samples submitted by the tenderer shall be tested by the Corporation in a Government approved/NABL accredited testing laboratory. The testing of such samples shall be conducted to check whether the quality, size and dimension and measurement of the samples are in conformity with the Technical specifications and other test parameters prescribed in the Tender document.
- 17.3 The Corporation reserves the right to test the samples at its discretion and in the event of failure of the samples in the tests, the tender shall be summarily rejected.
- 17.4 A substantially responsive tender 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 tenderer's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive bids.

18.	PRICE BID
<p>18.1 The Price bid should be kept only in the Part-B cover.</p> <p>18.2 The date, time and venue of opening of Part-B Cover i.e. Price Bid will be intimated separately to the qualified eligible Tenderers.</p> <p>18.3 The price bid should be prepared as per Annexure - XVIII.</p> <p>18.4 GST should be quoted separately as per the price bid format.</p> <p>18.5 The rate finalized for the award of contract shall be kept firm for a period of one year from the date of issue of Letter of Acceptance.</p> <p>18.6 Any increase/decrease of GST during the period of Contract will be borne by the Corporation. Any increase in GST after the completion of Contract period, i.e. for the delayed supply, has to be borne by the tenderer.</p> <p>18.7 The price should be neatly and legibly written both in figures and words.</p> <p>18.8 In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.</p> <p>18.9 Part-B price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will be summarily rejected.</p>	
19.	EVALUATION OF THE PRICE BID & ALLOCATION OF QUANTITY
<p>The price bid will be evaluated in accordance with Clause 31(4) of Tamil Nadu Transparency in Tenders Rules, 2000 and Amendments thereof as given below:</p> <p>19.1 The tenderer who has quoted the lowest price will be adjudged as L1. Separate L1 prices will be declared for each size (Size-28, Size-30, Size-32 and Size-34) of Raincoat.</p> <p>19.2 The rates of L1 tenderer will be compared with the prevailing market rates and the rates of the previous period, and if the Corporation is of the view that the quoted rates are too high, it may negotiate with the Lowest Tenderer to ascertain whether further reduction in rates is possible.</p> <p>19.3 The L1 tenderer will be allotted 60% of the tendered quantity in the respective size in which they are L1, subject to their production capacity as assessed by Technical Committee appointed by the Corporation, and Banker's letter in support of Credit facility / Own funds equivalent to 25% of the value of the quantity considered for allotment.</p>	

19.4	The remaining quantity will be allotted to other qualified tenderers in each size of the Raincoat on ascending order of their price, at the price finalised for the L1 tenderer, subject to their production capacity as assessed by Technical Committee appointed by the Corporation, and Banker's letter in support of Credit facility / Own funds equivalent to 25% of the value of the quantity considered for allotment.
19.5	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 tenderer or tenderers who may be affected financially or otherwise to this effect.
20.	INCREASE OR DECREASE IN TENDERED QUANTITY
Quantity given in the Notice Inviting Tender is approximate and is likely to vary. As per Clause 14(9) of Tamilnadu Transparency in Tender Rules 2000, the Corporation, if necessary, at the time of placement of purchase order shall either increase or decrease the quantity finally ordered to the extent of 25% on the same terms and conditions.	
21.	LETTER OF ACCEPTANCE
21.1	The successful tenderers will be issued Letter of Acceptance (LOA) after obtaining approval from Board of Governors of the Corporation.
21.2	If at any time before the acceptance of tender, the Corporation 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.
22.	SECURITY DEPOSIT
22.1	On receipt of the Letter of Acceptance from Corporation, the successful tenderer(s) should remit a Security Deposit (SD) for a value equivalent to 5% of the value of allotted quantity in the form of Demand draft / Banker's cheque drawn on any Scheduled Commercial Bank in favour of the "Tamil Nadu Textbook and Educational Services Corporation, Chennai" or by an Irrevocable Bank Guarantee with a validity period of 18 months from any Indian Scheduled Commercial Bank, within 7 (Seven) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.

- 22.2 Any other amount pending with Corporation will not be adjusted under any circumstances, against the Security Deposit if so requested.
- 22.3 Security Deposit will be returned only after the completion of the Contract in full without any deficiency or default and to the entire satisfaction of the 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 returned to the successful tenderer(s).
- 22.4 In case of non-fulfilment of the contract and/or failure to supply the ordered quantity of raincoats in full or part within the delivery period as per the terms and conditions stipulated in the tender, the Security Deposit will be forfeited.

23.	AGREEMENT
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- 23.1 The successful tenderer(s) should execute an Agreement on a ₹ 100/- non-judicial stamp paper within 7 working days from the date of issue of LOA and shall pay for all stamps and legal expenses incidental thereto. The Agreement format is given in **Annexure - XX**. In the event of failure to execute the Agreement within the time prescribed, the SD amount remitted by the successful tenderer will be forfeited besides cancellation of the Letter of Acceptance.
- 23.2 If the successful tenderer fails to execute the Agreement or fails to remit the security deposit within the specified time limit, the Corporation will blacklist the tenderer for a maximum period of 3 years in addition to forfeiture of EMD.

24.	ISSUE OF PURCHASE ORDER
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After furnishing the security deposit and execution of the agreement, Purchase Order will be issued indicating the size, quantity, points of delivery, schedule of supply, etc. The successful tenderer should supply ordered items as per the schedule given in Clause 27.1.

25.	POINTS OF DELIVERY
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The Raincoats are to be delivered at 72 delivery points indicated in the Purchase Order. The Corporation reserves its right to allot any delivery point in Tamil Nadu for operational convenience. The successful tenderer will not have any right to ask for change of delivery points.

26.	EXTENSION OF VALIDITY PERIOD OF CONTRACT	
The Tender Inviting Authority may extend the validity period of contract for further one year on the same terms & conditions.		
27.	SCHEDULE OF SUPPLY	
27.1 The allotted quantity of Raincoats is to be delivered at the designated delivery points as per schedule below:		
T = Date of issue of Purchase Order		
Sl. No.	Milestone	Due date of Delivery (days)
1	25% of the ordered quantity	T + 60
2	50% of the ordered quantity	T + 80
3	75% of the ordered quantity	T + 100
4	100% of the ordered quantity	T + 120
27.2 The entire ordered quantity of Raincoats complying with the technical specifications mentioned in the Annexure I-A and I-B of the Tender Document shall be completed within 120 days from the date of issue of the Purchase Order.		
27.3 The successful tenderer shall stick/print LOGO / TEXT etc. as per the instructions of Corporation on the items supplied.		
27.4 The Raincoats shall be delivered to the designated locations of Block Educational Officers / District Educational Officers in Hill areas in Tamil Nadu as per the Purchase Order 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 Raincoats in good condition to the designated locations shall be borne by the successful tenderer at his own risk and cost.		
27.5 After delivery of the Raincoats at the designated delivery points, the successful tenderer shall obtain acknowledgement for proof of delivery of raincoats in good condition from respective DEO/BEO for submission to the Corporation.		
27.6 If there is a delay beyond 30 days with respect to the due date of delivery stated in Clause 27.1, the unsupplied quantity will be cancelled without any prior notice and allotted to the other suppliers. Notwithstanding the above, the Corporation has the right to permit the Supplier beyond 30 days with penalty, in case of exigencies.		

- 27.7 The Corporation reserves the right to purchase the unsupplied quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Supplier and / or from the Security Deposit without prior intimation.
- 27.8 The Corporation shall have the right to terminate the contract of the successful tenderer who fails to deliver the Raincoats in full as per the purchase order and the delivery schedule.
- 27.9 The Manufacturer / Supplier shall be disqualified in participating in future tender for the abnormal delay in supply, (i.e.) more than 90 days from the due date of supply for the forthcoming 1 year.

28. SUBMISSION OF DELIVERY PLAN

- 28.1 The successful tenderer has to submit a supply schedule for delivery of ordered quantity as per **Annexure - XXII** within 5 days from the date of purchase order to the Corporation.
- 28.2 The successful tenderer is required to submit weekly production plan by email to the Corporation on every Friday before 3 PM, starting from the date of commencement of regular production covering the following:

(i)	Raw material stock available in tenderer's warehouse	Inventory breakup of each raw material equivalent to ____ no. of Raincoats.
(ii)	Work in Progress	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats
(iii)	Finished products stock in the tenderer's warehouse	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats
(iv)	Quantity despatched	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats
(v)	Cumulative quantity despatched	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats

28.3 The Corporation reserves its right to physically verify the correctness of the particulars furnished by the tenderer. Any discrepancy will lead to reduction of allotted quantity.

29. PRE-DESPTACH INSPECTION

29.1 Regular inspection and in-house tests shall be conducted on the compliance of specifications and quality parameters of the Raincoats while being manufactured at the premises of the Manufacturer's unit (or contract manufacturer's unit, in case of Supplier) by in-house QC personnel.

29.2 10 samples from a lot of 10,000 Raincoats of each size (i.e.) Size-28, Size-30, Size-32 and Size-34 shall be taken at random by the QC personnel of the manufacturing unit and out of which, one sample will be subjected to the in-house Lab Test at the premises of manufacturing unit. If the sample fails in the tests, the entire lot of 10,000 Raincoats has to be separated and moved out of the premises.

29.3 The Manufacturer / Supplier is required to maintain proper record of all the in-house tests and shall submit weekly test record on every Monday before 3 PM by email to the Corporation, starting from the date of commencement of regular production.

29.4 The QC cleared Raincoats are to be packed in a pouch with zip of appropriate size, made up of nylon fabric, coated with eco friendly, skin compatible water resistance PVC coating. 50 nos. of Raincoats shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit.

30. POST-DELIVERY TESTING

30.1 It shall be the responsibility of the Manufacturer / Supplier to ensure that the Raincoats are delivered in good condition complying with the specifications and quality parameters as mentioned in Annexure I-A and I-B.

30.2 Post-delivery testing of the Raincoats will be carried out educational district wise for each size (Size-28, Size-30, Size-32 and Size-34) of the Raincoat.

30.3 One sample for every 1,500 Raincoats and/or part thereof for each size of the Raincoat delivered at BEO/DEO offices of an education district, shall be drawn randomly by the officials of the educational department and sent to the Corporation in a sealed cover/box. The Corporation will send the sample to a Government approved/NABL accredited testing laboratory for testing.

- 30.4 If the sample fails in the tests, the entire quantity of 1,500 Raincoats and/or part thereof attributable to the failed sample will be rejected. The Manufacturer/Supplier has to make fresh supply equivalent to the rejected quantity without any additional cost. Further, a penalty of 10% of the value of rejected quantity will also be levied by the Corporation. The rejected Raincoats will be withheld and returned to the Manufacturer/Supplier only after completing the entire ordered quantity.
- 30.5 If the fresh supply for the rejected quantity of 1,500 Raincoats and/or part thereof is delivered beyond 120 days, the rejected quantity will not be returned to the Manufacturer/Supplier.
- 30.6 If more than 10 samples / 10% of the ordered quantity (whichever is higher) fail in the tests, in addition to imposing penalty, the Manufacturer/Supplier will be blacklisted for the forthcoming 1 (one) year.
- 30.7 The charges including the testing charges, freight charges, travelling expenses and other incidental expenses shall be borne by the Manufacturer/Supplier.

31.	PACKING AND LABELLING
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- 31.1 Each Raincoat shall be packed in a pouch with zip of appropriate size made up of nylon fabric, coated with eco friendly, skin compatible water resistance PVC coating.
- 31.2 50 Raincoats packed in pouches shall be placed in a corrugated box with sufficient buffer to avoid any damage during transit. The corrugated box shall be made from Kraft paper of 150 GSM, 5 Ply and Burst Factor of 14.
- 31.3 Each corrugated box shall be labelled and the label shall contain the following: NOT FOR SALE, SCHEME OF SUPPLY OF COST-FREE RAINCOAT TO SCHOOL CHILDREN by the Department of School Education, Government of Tamil Nadu, Manufacturer/Supplier code no., District code, Block code, Serial number, Box number, Date, Month and Year of manufacturing of the Raincoat, Size and quantity of Raincoats. The Corporation will provide the format of the label at the time of Purchase Order.

32.	INSURANCE
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The delivery of the quality tested Raincoats in fully packed and labelled condition as per the statutory norms and the specifications given in the Tender Document to the designated delivery points in time shall be the responsibility of the

Manufacturer/Supplier. The transit loss / theft / pilferage / damage of the Raincoats under any circumstance shall be the liability of the Manufacturer/Supplier. Insurance and transit insurance of the Raincoats shall be the liability of the Manufacturer/Supplier.

33.**WARRANTY AND REPLACEMENT**

33.1 The warranty of the Raincoat supplied by the Manufacturer/Supplier shall be for a period of six months from the date of distribution of the same to the school children in each block in Tamil Nadu. The Manufacturer/Supplier shall replace the defective Raincoats with new ones at his cost at the designated points during the period of Warranty.

33.2 Defective Raincoats, if any, indicated in the feedback form obtained from beneficiary students through the respective DEOs / BEOs shall be replaced with new Raincoats at the designated delivery points at his cost.

34.**PAYMENT TERMS**

34.1 No advance payment is permissible.

34.2 Payment will be processed after satisfactory delivery of entire quantity of Raincoats to the designated delivery points at the BEO/DEO in a district.

34.3 The delivery reports along with delivery challans signed by the concerned Block Educational Officers / District Educational Officers with acknowledgement duly affixed with proper seal are to be submitted to the Corporation.

34.4 Based on the acknowledgements issued by the Block Educational Officers / District Educational Officers, the bills will be admitted and processed. 80% of the bill value will be paid ordinarily in 30 days after post-test clearance report.

34.5 Out of the remaining 20% of the billed amount, 15% shall be paid after satisfactory feedback from schools on the quality of the Raincoats, duly deducting penalty (if any), testing charges and other incidental charges.

34.6 The remaining 5% of the billed amount shall be paid after the completion of 6 months' warranty period.

34.7 All payments under this Contract shall be made to the Bank Account of the Successful tenderer.

34.8 The Corporation reserves the right to recover any dues from the Manufacturer/Supplier, which is found on later date, during audit/excess payment, after final

	<p>settlement is made to them. The tenderer is liable to pay such dues to the Corporation immediately on demand, without raising any dispute/protest.</p> <p>34.9 The bill raised by the Successful Tenderer shall have all Registration Numbers (GST/TAN/CIN) 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.</p>
<p>35.</p>	<p>PENALTY</p>
	<p>35.1 If the successful tenderer fails to deliver 50% of the ordered quantity within the due date specified in Schedule of Supply (Clause 27.1), 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 replacement of defective Raincoats) 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.</p> <p>35.2 The Corporation reserves the right to purchase the unsupplied quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Manufacturer/Supplier and / or from the Security Deposit without prior intimation.</p> <p>35.3 In respect of replacement of Raincoats, the date of replacement will be taken as actual date of supply. In such cases, the ordered quantity of Raincoats for that location where the replacement was made will be taken for calculation of delay penalty. Total number of days for delay penalty will be reckoned as under:</p> <p>(i) No. of days for delay penalty as per Clause 35.1</p> <p>(ii) No. of days from the date of intimation of rejection to the date of delivery of fresh supply for the rejected quantity</p> <p>(iii) Total number of days for delay penalty = (i) + (ii)</p> <p>35.4 If the Raincoats supplied are found to be inferior in quality with respect to pre-approved specifications, there shall be replacement of the entire lot and/or a fine up to 10% of the defective lot.</p>
<p>36.</p>	<p>LIQUIDATED DAMAGES</p>
	<p>36.1 The successful tenderer shall not manufacture, market, sell or supply the Raincoats manufactured, packed and labelled as per the Technical specifications</p>

	<p>in the Tender Document exclusively for distribution among the School Children studying in Government and Aided schools in Hilly areas in Tamil Nadu. The Corporation shall impose penalty of not less than ₹ 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 tenderer(s) in default.</p> <p>36.2 The Corporation shall have the right to blacklist such successful tenderer(s) from participating in the subsequent Tenders of the Corporation for a minimum period of five years.</p>
37.	CORRUPT OR FRAUDULENT PRACTICES
	<p>37.1 The Tenderers shall observe the highest standard of ethics during tender evaluation and supply of Raincoats. In order to eliminate irregularities, interference and corrupt practices in tender process by providing transparency in such matters, the Corporation defines the following terms:</p> <p>37.1.1 ‘Corrupt practice’ means 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.</p> <p>37.1.2 ‘Fraudulent practices’ mean 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 tenderers (prior to or after Tender submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Corporation of the benefits of free and open competition.</p> <p>37.2 The Corporation will reject a tender if it decides that the Tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for the tender.</p> <p>37.3 The Corporation will declare a tenderer ineligible either indefinitely or for a stated period of time to be awarded a contract, if it any time determines that the tenderer has engaged in corrupt and fraudulent practices in competing for the tender or in executing the contract.</p>
38.	TERMINATION OF CONTRACT
	<p>38.1 The Corporation reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of contract or any of the reasons.</p>

38.2 Termination for Default:

38.2.1 If the delay continues beyond 50% of the original supply period, the contract is liable to be terminated at the discretion of the Corporation.

38.2.2 If the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract;

38.2.3 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 Raincoats 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 Raincoats 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.

38.3 Termination for Insolvency:

38.3.1 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.

38.4 Termination for Convenience:

38.4.1 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.

39.**BLACKLISTING**

39.1 If the tenderer has submitted forged documents in this tender or if any information provided by the tenderer is found to be false/fictitious in any tender of the Government, the tenderer will be blacklisted for a period of 5 years.

- 39.2 If the successful tenderer fails to execute the Agreement or fails to remit the security deposit within the specified time limit, the Corporation will blacklist the tenderer for a maximum period of 3 years in addition to forfeiture of EMD.
- 39.3 In the event of non-performance of the contractual provisions or failure to effect the supply within the stipulated time or during the extended period, and if it is found that the contractor has not fulfilled the contractual obligation with the Corporation in any manner during the currency of the contract or also found on later date, the Corporation reserves the right to disqualify such successful tenderer to participate in future tenders or blacklist the tenderer up to a maximum period of 5 years.
- 39.4 Termination / full or partial cancellation of the supply of Raincoats to the Corporation will entail blacklisting of the Manufacturer/Supplier for a maximum period of 5 years.
- 39.5 If more than 10 samples / 10% of the ordered quantity (whichever is higher) fail in the tests, in addition to imposing penalty, the Manufacturer/Supplier will be blacklisted for the forthcoming 1 (one) year.
- 39.6 If the successful tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the contract the Corporation will blacklist the tenderer for a period of 5 years.
- 39.7 The Corporation shall have the right to blacklist the Manufacturers/ Suppliers who are levied liquidated damages as per Clause 36, for a period of 5 years.
- 39.8 The Corporation shall have the right to blacklist the successful tenderer for breach of any Terms and Conditions of the Tender / Agreement at any point of time.

40.**FORCE MAJEURE**

- 40.1 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.
- 40.2 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 hours 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

	<p>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.</p> <p>40.3 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.</p>
41.	GENERAL CONDITIONS
	<p>41.1 Conditional tender in any form will not be accepted.</p> <p>41.2 Corporation reserves the right to relax or waive or amend any of the tender conditions.</p> <p>41.3 The right of final acceptance of the tender is entirely vested with the Corporation and the Corporation reserves the right to accept or reject any or all the tenderers in part or in totality or to negotiate with any or all the tenderers or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.</p> <p>41.4 The successful tenderer shall not offload either full or part of the work to any other tenderer.</p> <p>41.5 Any notice regarding any problems, to the tenderer shall deemed to be sufficiently served, if given in writing by email and/or communication sent to his usual or last known place of business.</p> <p>41.6 If any discrepancy was found in the tenderer's documents provided in support of qualification criteria at a later date, the Corporation has the right to cancel the order and forfeit the EMD and Security Deposit of the tenderer.</p>
42.	DISPUTE RESOLUTION BOARD
	<p>A Dispute Resolution Board (DRB) shall be formed in order to resolve the disputes that may arise during the currency of the contract. The members of the DRB shall be nominated by the Corporation and the successful tenderer. If any party is not satisfied with the decision of the DRB, the issue shall be referred for Arbitration.</p>
43.	ARBITRATION
	<p>43.1 The issues not resolved by DRB shall be referred for Arbitration and same shall be dealt in accordance with the Indian Arbitration and Conciliation Act, 1996 and Rules of Indian Council of Arbitration. The Arbitrator shall be selected by the</p>

successful tenderer from the panel of Arbitrators approved by the Corporation within 15 days from the date of receipt of the letter from the Corporation along with the panel. If there is no reply from the tenderer within 15 days, the Corporation shall choose any of the Arbitrators from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the Corporation and the tenderer.

43.2 The venue of the Arbitration shall be at the Head office of the Corporation in Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration. The language of arbitration proceedings shall be in English.

43.3 The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Courts at Chennai city only.

44.	JURISDICTION OF THE COURT
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44.1 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.

44.2 The Successful Tenderer is required to submit an undertaking towards jurisdiction of legal proceedings in the format enclosed in **ANNEXURE - XXIII**.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURE I

TECHNICAL SPECIFICATIONS FOR RAINCOAT (UNISEX)

A. Raincoat Specifications

Sl.No.	Product Aspect	Particulars
1	Product	Raincoat (Unisex)
2	Material	Base Fabric - Nylon, Coated with eco friendly, skin compatible water resistant PVC coating.
3	Seams and Stitches	All joinings shall be stitched with two rows of stitching and proper sealing shall be done over the stitches.
4	Design	Coat type with High Quality Zip at the Centre, which can be fully opened. Additional flap of the same material with Velcro fastener covering the Zip shall be provided. Attached Hood, tying cord white with polymeric Toggle shall be provided.
5	Pocket	Two pockets on the front of the coat with flap for covering.
6	Rain shield	Transparent, Stiff plastic shield of PVC material shall be stitched to the top front of the hood.
7	Size	Sizes in Inches: 28, 30, 32 and 34.
8	Colour	Cherry Red.
9	Freedom from defects	The raincoat shall be free from grease, oil or any other stain. It shall be reasonably free from manufacturing and tailoring defects such as large mends, improper coating, missed stitches etc.
10	Durability	The raincoat shall be very comfortable to wear with high durability and of shrink free nature.
11	Testing	The Raincoat shall be tested at a Government approved / NABL accredited laboratory.

B. Raincoat Dimensions

Sl.No.	Measurement (Sizes in inches)	Size 28	Size 30	Size 32	Size 34	Tolerance
	Std	Std 1-2	Std 3-4	Std 5-6	Std 7-8	
	Dimensions in cm.					
1	Length of Rain coat from shoulder	72	76	80	82	+/-2.0
2	Length of Hood	31	32	32.5	33	+/-1.0
3	Length of sleeves from Armhole.	36	38	40	41	+/-2.0
4	Width across chest at front	58	59.5	61	62.5	+/-2.0
5	Width of Rain Coat at back (measured at bottom)	86	88	90	92	+/-2.0
6	Width across shoulder	60	61.5	63	64.5	+/-2.0
7	Width across the folding (for school bag) at the shoulder	38	39	40	41	+/-2.0
8	Width of opening at Armhole	21	22	23	23.5	+/-2.0
9	Cuff width	11	12	13	13.5	+/-1.0
10	Neck Girth	41	42	43	43.5	+/-1.0
11	Size of rain shield (arch shape) attached to the hood. (Length x Depth)	20x5	20x5	21x6	21x6	+/-1.0
12	Pocket Size	12x16	12x16	14x18	14x18	+/-1.0

ANNEXURE I-B

DRAWING
MODEL RAINCOAT



SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE I-C**TESTING PROCEDURES****Visual Inspection**

1. The raincoat shall be free from grease, oil or any other stain.
2. It shall be reasonably free from manufacturing and tailoring defects such as large mends, improper coating, missed stitches etc.
3. The raincoat shall be very comfortable to wear with high durability and of shrink free nature.

Acceptance for Non-Destructive test for Raincoats

S.No	Property	Remarks
1.	Aesthetic appearance	Acceptable / Unacceptable
2.	Colour matching as per sample	Acceptable / Unacceptable
3.	Flexibility of Raincoat	Acceptable / Unacceptable
4.	Quality of stitch	Acceptable / Unacceptable
5.	Free from protrusions	Acceptable / Unacceptable
6.	Smooth surface finish	Acceptable / Unacceptable
7.	Quality of construction	Acceptable / Unacceptable
8.	Workmanship	Acceptable / Unacceptable

SIGNATURE OF THE TENDERER
(with seal)

Test Specifications

Sl.No.	Parameters / Test Method	Requirements	Test Method
1	Weight of Basic fabrics, gm/m ²	60+/-5	IS 1964:2001
2	Weight of Coated fabrics, gm/m ²	220 Min.	IS 1964:2001
3.	Average Breaking strength of Coated fabric Kgf (5x20 cm strip) a) Along the length of coat Warp: b) Across the length of coat Weft:	50 Min. 35 Min.	IS 7016 (Part- II):1981
4	Tear strength Kgf, Tongue method. a) Along the length of coat Warp: (Tearing transverse threads) b) Across the length of coat Weft: (Tearing longitudinal threads)	2.0 Min. 2.0 Min.	IS 7016 (Part-III):1981, Method A1
5	Resistance to accelerated ageing at 90±2 °C for 4 days in an air circulated ageing oven.	There shall be no softening, stiffening, tackiness, brittleness discolouration or no characteristic odour of decomposition in comparison with the unaged material.	IS 7016 (Part-VIII):1975
6	Water proofness test for 1 hr mins. at 600mm Water head. Resistance to penetration by water	No leakage of water or wet patches should be observed	IS:7016 (Part-VII):1973
7	Thickness of Coated Fabric	0.18 to 0.20 mm	
8	Resistance Of Slide Fastener To Repeated Opening and Closing (Zip), Min	No Damage after 1000 Cycles	ISO 10751 : 2016
9	Strength Of Slide Fastener Pullers (Zip), Min. (N)	150	ISO 10734 : 2016

**SIGNATURE OF THE TENDERER
(with seal)**

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.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Textbook and Educational Services Corporation for the “**Supply and delivery of Raincoats (Unisex)** ” 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 raincoats 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 EMD of **Rs. 2,15,000/- (Rupees Two Lakhs Fifteen Thousand 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 raincoat or in any part of the raincoat delivered, we undertake to replace the same by a new one.
- b. If the raincoat 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 Raincoat 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 Tenderer :

Address :

COVERING LETTER FOR TECHNICAL PROPOSAL

(on Applicant's Letterhead)

Date: _____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Managing Director

Tamil Nadu Textbook and Educational Services Corporation,
EVK Sampath Maaligai, DPI Campus, 68, College Road,
Chennai-600 006.

Sir,

Sub : Tender for Selection of Manufacturer/Supplier for supply and delivery of Raincoats to the School Children in Tamil Nadu - Submission of Technical Proposal (Part-A) - Reg

Ref : Your Tender Notice _____ Dt. _____

With reference to your tender notice, we submit herewith our sealed Tender for Selection of Manufacturer/Supplier for supply and delivery of Raincoats to the School Children in Tamil Nadu as specified in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions
- 2) DD/Banker's Cheque No. _____ for ₹ 2,15,000/- (Rupees Two Lakhs Fifteen Thousand only), towards **Earnest Money Deposit**
- 3) DD/Banker's Cheque No. _____ for ₹ 11,800/- (Rupees Eleven Thousand Eight Hundred only), towards **Bid Processing Fees** (non-refundable)

- 4) Authorization letter from the tenderer for the person to sign the tender
- 5) Details of the Tenderer (as per Annexure-IV)
- 6) Address proof document for having local office in Chennai
- 7) Samples submission form (as per Annexure-V)
- 8) The copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of Private / Public Limited Companies
- 9) Copy of LLP registration or registered partnership deed in case of Partnership Firm
- 10) Copy of GST Registration certificate
- 11) GST Return copies for the last 3 consecutive financial years i.e. 2019-2020, 2020-2021 and 2021-2022. If annual GST return has not been filed, GSTR1/GSTR4 in support of GST sales shall be furnished.
- 12) Certificate of average annual turnover duly certified by a Chartered Accountant with UDIN (as per Annexure - VI) in Original.
- 13) Copy of Valid legal contract agreement with Manufacturer of Raincoats with validity for at least three years beyond the tender opening date (only for Supplier).
- 14) Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2018-2019, 2019-2020 and 2020-2021 (or) 2019-2020, 2020-2021 and 2021-2022.
- 15) IT Return copies for the last 3 financial years.
- 16) Copies of Purchase Orders and Completion Certificates in support of the following:
 - 3 years of experience in the manufacture of raincoats
 - Supply of 5% of tendered quantity of raincoats per annum to any organisation in any one of the last 3 financial years 2019-2020, 2020-2021, 2021-2022 (as per Annexure VII-A)
- 17) Chartered Accountant certificate for quantity of raincoats supplied in any one of the last 3 financial years (as per Annexure VII-B).
- 18) Chartered Engineer's Certificate for infrastructure and production capacity of tenderer's manufacturing unit (or contract manufacturing unit in case of Supplier (as per Annexure-VIII) in Original.
- 19) If the tenderer is a Supplier, the documents required in Sl.No.18 shall be

obtained from the manufacturer with whom the Supplier has contracted and furnished in the tender.

- 20) Bank's certificate (on Bank's letterhead) for availability of credit facility or own funds and that the tenderer's account is not an NPA (as per Annexure-IX)
- 21) Net worth certified by Chartered Accountant along with UDIN (as per Annexure-X)
- 22) Declaration for not having blacklisted either by Corporation or by any other Govt. organisation (as per Annexure XI-A)
- 23) Declaration for non-adverse performance in the contract awarded by the Corporation (as per Annexure XI-B)
- 24) Declaration for not having tampered the Tender documents downloaded from the website www.tenders.tn.gov.in (Annexure-XII)
- 25) Declaration for Minimum Offered Quantity (as per Annexure-XIII)
- 26) Declaration for accepting Terms and Conditions of Tender (as per Annexure - XIV)
- 27) Checklist of documents enclosed as per Annexure - XVI
- 28) Notarized translated English version of the documents in a language other than English/Tamil, if any

Yours faithfully,

**SIGNATURE OF THE TENDERER
(WITH SEAL)**

Encl: As stated above

ANNEXURE - IV

DETAILS OF THE TENDERER

S.No.	Particulars	Description/Details
A	Name of Tenderer	
B	Contact Details	
	Registered Office Address	
	Telephone / Mobile No.	
	Fax No.	
	Email	
	Website	
C	Constitution of Tenderer	Proprietor / Partnership firm / Company
	PAN No.	
	TAN No.	
	GST No.	
D	Incorporation Details	
	Incorporation Number (CIN/LLP No.)	
	Date of Incorporation	
	Authority	
G	Name of Authorized Signatory	
	Position	
	Telephone / Mobile No.	
	Fax No.	
	Mobile	
	Email	
H	Address of the Manufacturer's units (or contract manufacturer's unit, in case of Supplier)	1. 2. 3.
I	Address of Chennai Office	
J	Details of Blacklisting by the Corporation / PSU / State or Central Government Departments / Quasi Govt. Agencies / Local Government bodies	

G	Bank Account details	
	Bank name	
	Branch Name and Address	
	Account Number	
	IFSC	
	MICR	

Add documentary proof for all the above particulars

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE - V

SAMPLES SUBMISSION FORM

S.No.	Item Description	Size / Specification	Quantity in Nos.	Enclosed (Yes/No)
1.	Raincoat	28 inch	2	
2.	Raincoat	30 inch	2	
3.	Raincoat	32 inch	2	
4.	Raincoat	34 inch	2	
5.	Nylon Fabric coated with flexible PVC laminate (Cherry Red)		2 metre x 2 metre	
6.	ZIP Fastener	PET	2 metre	
7.	ZIP runner/slider		4	
8.	PVC rain shield	Transparent	4	
9.	Velcro fastener	Velcro	2 metre	
10.	Hood tying cord (white) with polymeric toggle		2 metre	
11.	Yarn for Stitching	Polyester	50 gram	

Certified that the samples of raincoats in each size submitted along with the tender documents conform to the technical specifications prescribed in Annexure I-A, I-B and I-C.

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE - VI**ANNUAL TURNOVER STATEMENT**

The Annual turnover of M/s
 for the past three years are given below.

S.No.	Financial Year	Turnover (₹ in lakh)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
4.	2021-2022	
	Total	
Average annual turnover for last 3 consecutive years		

Note: Average Annual Turnover of any three consecutive financial years will be considered i.e. FY 2018-19, 2019-20 and 2020-21 (or) FY 2019-20, 2020-21 and 2021-22.

Certified that the above statement is true and correct.

DATE :

SIGNATURE OF THE TENDERER :

SIGNATURE OF CHARTERED ACCOUNTANT :
 (with Seal and Address)

UDIN :

ANNEXURE VII-A**DETAILS OF WORK ORDERS COMPLETED**

List of work orders/purchase orders completed in supply of at least 5% of tendered quantity of raincoats to any organisation in any one of the last 3 financial years
(Please provide the details for each project in a separate sheet along with purchase order from client)

Financial Year	Quantity of raincoats Supplied (in Nos.)
2019-2020	
2020-2021	
2021-2022	
Total	

(Please provide below the details of 5% (or more) of tendered quantity of raincoats supplied in a particular financial year)

Financial Year: _____

S.No	Name & Address of the client	Client Type	Quantity of Raincoats supplied (in Nos.)	Work Order/ Purchase Order enclosed (Yes/No)
1.				
2.				
3.				
4.				
5.				

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE VII-B

**CHARTERED ACCOUNTANT CERTIFICATE FOR QUANTITY SUPPLIED
IN ANY ONE OF THE LAST 3 FINANCIAL YEARS**

Certified that the firm/company M/s _____ (GST
Registration No. _____) has supplied _____ nos. of Raincoats
valued at ₹_____ in the financial year _____.

This certificate is issued based on verification of the firm/company's GST Invoices
produced before me.

DATE :

SIGNATURE OF CHARTERED ACCOUNTANT :
(with Seal and Address)

UDIN :

ANNEXURE - VIII**CHARTERED ENGINEER CERTIFICATE**

This is to certify that I have verified the Plant and Machinery belonging to M/s_____ having its registered office at _____ and manufacturing unit at _____ village, _____ tehsil/taluk, _____ district, _____ State has been inspected by me on _____ (date) to assess the infrastructure and production capacity of the Unit. This certification is given on their request to furnish the unit's infrastructure and production capacity to **Tamil Nadu Textbook and Educational Services Corporation.**

The requisite details of the unit are provided in the Tables below.

S. No.	Licences and Approvals	Document No. and issued date	Valid till	Issued by
1	Factory Licence/Registration under Factories Act with DISH			
2	Consent to Operate from State Pollution Control Board			
3	BIS Registration / ISO			
4	EB service connection No.			
5	Provident Fund Account no.			
6	ESI Registration No.			
7	NABL Accreditation			

Connected load in KW:

The details of plant & machinery and QC/testing equipment, raw material store, packing section, finished goods store, despatch area and canteen (if any) are provided in the Tables below.

TABLE 1: PRODUCTION MACHINERY INSTALLED AT THE UNIT

S. No.	Name of machinery in the unit	Make/ Model	Year of manufacture	No. of machines	Production capacity per shift (A)	No. of Operators	Electrical load in KW
1							
2							
3							
4							
5							
6							

S. No.	Name of machinery in the unit	Make/ Model	Year of manufacture	No. of machines	Production capacity per shift (A)	No. of Operators	Electrical load in KW
7							
8							
9							
10							
11							
12							
TOTAL					Raincoats	Nos.	KW

- A. Production capacity per shift = _____ Raincoats/shift
 B. No. of Shifts per day = 1 / 2 / 3
 C. Production capacity per day (A x B) = _____ Raincoats/day
 D. No. of days of operation in a year = _____ days/year
 E. Production capacity per year (C x D) = Raincoats/year

TABLE 2: QUALITY CONTROL AND TESTING EQUIPMENT

S. No.	Name of machinery installed in unit	Make/ Model	Year of manufacture	No. of machines installed	Electrical load in KW or HP
1	Universal Tensile Testing machine				
2	Zip Slide Fastener Testing apparatus (Repeated slider opening & closing)				
3	Weighing scale of 50kg capacity (accuracy-0.1kg)				
4	Electronic Weighing scale of 5kg capacity (accuracy-1g)				
5	Air circulated ageing oven				
6					
7					
8					

TABLE 3: BUILT-UP AREA (PRODUCTION FACILITY AREA)

S. No.	Name of Production Area	Length in M	Breadth in M	Area in M ²
1	Raw Material Store			
2	Pre-production area			

S. No.	Name of Production Area	Length in M	Breadth in M	Area in M ²
3	Production area			
4	Quality Control/Testing laboratory			
5	Packing section			
6	Finished goods section			
7	Despatch section			
8				
9				
10				
TOTAL NON-PRODUCTION AREA				Sq.M.

TABLE 4: BUILT-UP AREA (ADMINISTRATION AND NON-PRODUCTION AREA)

S. No.	Name of Non-production area	Length in M	Breadth in M	Area in M ²
1	Administration block			
2	Utilities (Compressor etc.)			
3	Workshop			
4	Generator room			
5	Security Room			
6	Toilet block			
7				
8				
TOTAL NON-PRODUCTION AREA				Sq.M.

TABLE 4: RAW MATERIALS AND SUPPLIERS

S. No.	Name of Raw Material	Name of Supplier	Remarks
1	Nylon Fabric coated with flexible PVC laminate (Cherry Red)		
2	ZIP Fastener (PET)		
3	ZIP runner/slider		
4	PVC (Transparent) rain shield		
5	Velcro fastener		
6	Hood tying cord (white) with polymeric toggle		
7	Yarn (polyester) for Stitching		
8			
9			
10			

TABLE 4: STAFF STRENGTH

S. No.	Category	Staff Nos.
1	Managerial	
2	Technical	
3	Non-technical	
4	QC/Testing	
5	Packers	
6	Helpers	
7		
8		
TOTAL		Nos.

I certify that the production capacity of M/s _____ unit located at _____ is _____ (quantity) raincoats per year.

I confirm that the details provided are true and correct to the best of my knowledge and belief.

Place:

Chartered Engineer's Signature:

Date:

Address:

Official Seal/Stamp:

Mobile No:

Registration No:

Note: 1. If more than one manufacturing unit is available, please submit separate certificate for each facility.

2. If tenderer is a Supplier, the tenderer has to submit Chartered Engineer Certificate of the contract manufacturing unit.

ANNEXURE - IX

**FORMAT FOR BANKER'S CERTIFICATE FOR AVAILABILITY OF CREDIT FACILITIES /
OWN FUNDS**

(on Scheduled Commercial Bank's letterhead)

This is to certify that M/s _____ having current account no. _____ with our bank, is a company/firm with good financial standing.

The company/firm has Cash Credit facility / own funds of ₹_____ crores as on date.

If the contract for the supply of Raincoats to school children in Tamil Nadu is awarded by Tamil Nadu Textbook and Educational Services Corporation to the above company/firm, we shall provide an **exclusive credit facility** to the extent of ₹ _____ crores to meet their working capital requirements for executing the contract.

We also certify that the account has not been declared as NPA as on date.

Place:

Signature:

Date:

Name of Authorised signatory

Designation with seal

Bank Name

Address of branch

NET WORTH CERTIFICATE

Certified that the net worth of M/s _____
as on 31.03.2022 is ₹ _____.

DATE :

SIGNATURE OF THE TENDERER :

SIGNATURE OF CHARTERED ACCOUNTANT :
(with seal, membership no. and Address)

UDIN :

ANNEXURE XI-A

DECLARATION FOR NOT HAVING BLACKLISTED

Date: _____

I/We declare that M/s_____ /the firm/ company or its partners / shareholders have not been blacklisted in the last 5 years as on the date of tender opening by the Corporation or Central / State Government departments and Quasi Government Organizations.

I/We understand that even if the blacklisting was subsequently revoked, I/we are **not eligible** to participate in the tender.

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE XI-B

DECLARATION FOR NON-ADVERSE PERFORMANCE

Date: _____

1. I/We declare that there has not been any adverse performance in the contract awarded to us by the Corporation in the last 3 financial years i.e., in 2019-20, 2020-21 and 2021-22 in terms of the following.
 - a) Non-execution of Agreement
 - b) Forfeiture of Security deposit
 - c) Non-supply of ordered quantity either partially or fully.
 - d) Termination of contract

2. I/We have not been awarded any contract by the Corporation in the last 3 financial years i.e., in 2019-20, 2020-21 and 2021-22.

(Strike out - 1 or 2 as applicable)

**SIGNATURE OF THE TENDERER
(with seal)**

DECLARATION FOR NOT HAVING TAMPERED TENDER DOCUMENT

Date: _____

- a) I/We _____ having our office at _____ do declare that I/We have carefully read all the conditions of tender sent to me/us by Corporation, for the tenders floated vide tender ref.no. 9354/PUR-I/2022 for the Selection of Manufacturer/Supplier for supply and delivery of Raincoats to the School Children in Tamil Nadu as per the tender conditions.
- b) I/We have downloaded the tender document from the internet site www.textbookcorp.tn.gov.in and www.tenders.tn.gov.in and I / We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with Corporation or prosecuted.

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE - XIII

DECLARATION FOR MINIMUM OFFERED QUANTITY

Date: _____

Declared that I / We _____ offer to supply a quantity of _____ raincoats to **Tamil Nadu Textbook and Educational Services Corporation** fully complying with the terms and conditions of the tender within 120 days.

I am / We are aware that as per Tender conditions, the minimum offered quantity should be 50,000 nos. of raincoats.

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE - XIV

DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF TENDER

Date: _____

- a) 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. 9354/PUR-I/2022 for the purchase of 1,16,867 raincoats strictly conforming to the specifications as given in the Tender Document and I / we shall abide by all the conditions set forth therein.
- b) I/we also undertake to take back the rejected defective and the test- failed raincoat at my/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- XV

CLARIFICATION ON TENDER DOCUMENT

TENDERER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization/Authorized Representative
			Tel:
			Fax:
			Email:
S. No.	Reference(s) (Section, Page)	Content of Tender requiring Clarification	Points of clarification required
1			
2			
3			

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE - XVI

CHECKLIST OF DOCUMENTS - PART-A (TECHNICAL BID)

S. No.	Checklist	Enclosed (Yes/No)	Reference to Tender (Page No.)
1.	A letter of the tenderer in the prescribed format addressed to Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006 (as per Annexure - II)		
2.	A covering letter on official letterhead of tenderer addressed to Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006 (as per Annexure-III)		
3.	Tender conditions duly signed on each page and enclosed in token of accepting the Tender conditions		
4.	Demand Draft/Banker's Cheque No. _____ dated _____ for ₹ 2,15,000/- towards Earnest Money Deposit		
5.	If EMD exemption is claimed, supporting documents for claiming exemption of EMD have to be enclosed (i.e. NSIC / MSME / DIC certificate).		
6.	Demand Draft/Banker's cheque no. _____ dated _____ for ₹ 10,000 + 18% GST aggregating to ₹ 11,800/- towards Bid Processing Fee (NON-REFUNDABLE).		
7.	Details of the Tenderer (as per Annexure-IV)		
8.	Authorization letter from the tenderer for the person to sign the tender		
9.	Whether a Video CD covering the entire manufacturing process of the manufacturing unit from the raw material stage to the finished product is furnished?		
10.	Samples submission form for Raincoats (as per Annexure-V)		
11.	Whether two samples of each size of Raincoats as per specifications are furnished?		
12.	Whether samples of raw materials for manufacturing the Raincoat are enclosed in a sealed cover? (Quantity as specified in Annexure I-C)		
13.	Copy of Memorandum and Articles of Association		

S. No.	Checklist	Enclosed (Yes/No)	Reference to Tender (Page No.)
14.	Copy of Registration for LLP/registered partnership deed in case of Partnership Firm		
15.	Copy of GST Registration certificate		
16.	Copy of Valid legal contractual agreement with Manufacturer of Raincoats with validity for at least three years beyond the tender opening date (only for Supplier).		
17.	Average annual turnover for last 3 financial years duly certified by Chartered Accountant along with UDIN (as per Annexure - VI) in Original		
18.	Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. 2018-2019, 2019-2020 and 2020-2021 (or) 2019-2020, 2020-2021 and 2021-2022.		
19.	IT Return copies for the last 3 financial years		
20.	Details of works completed i.e. at least 5% of tendered quantity of Raincoats to any organisation in any one of the last 3 financial years 2019-2020, 2020-2021, 2021-2022 along with copies of tax invoices and completion certificates (as per Annexure VII-A).		
21.	Chartered Accountant certificate for quantity supplied in any one of the last 3 financial years (as per Annexure VII-B).		
22.	GST Return copies for the last 3 consecutive financial years i.e. 2019-2020, 2020-2021 and 2021-2022. If annual GST return has not been filed, GSTR1/GSTR4 in support of GST sales shall be furnished.		
23.	Chartered Engineer's Certificate for infrastructure and production capacity of tenderer in original (as per Annexure-VIII)		
24.	In case of Supplier, Chartered Engineer Certificate shall be obtained from the Raincoats manufacturer with whom the supplier has contracted (as per Annexure-VIII)		
25.	Letter from bank (on bank's letterhead) in support of credit facility or own funds & that tenderer's account is not an NPA (as per Annexure-IX).		

S. No.	Checklist	Enclosed (Yes/No)	Reference to Tender (Page No.)
26.	Net worth certified by Chartered Accountant along with UDIN (as per Annexure-X) in Original		
27.	Declaration for not having blacklisted either by Corporation or by any other Government organisation (as per Annexure XI-A).		
28.	Declaration for non-adverse performance in the contract awarded by the Corporation (as per Annexure XI-B)		
29.	Declaration for not having tampered the Tender documents downloaded from the website www.tenders.tn.gov.in (as per Annexure-XII).		
30.	Declaration of Minimum Offered Quantity (as per Annexure-XIII)		
31.	Declaration for accepting Terms and Conditions of Tender (as per Annexure - XIV)		
32.	Proof for having a local office in Chennai		
33.	Notarized translated English version of the documents in a language other than English/Tamil, if any.		

Note: Tenders submitted in unsealed cover would be summarily rejected.

**SIGNATURE OF THE TENDERER
(with seal)**

CHECKLIST OF DOCUMENTS - PART-B (PRICE BID)

S. No.	Checklist	Enclosed (Yes/No)	Reference to the Tender (Page No.)
1.	A covering letter for financial proposal on official letterhead of the tenderer in the prescribed format addressed to Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006 (as per Annexure - XVII)		
2.	Financial Bid - Part-B (as per Annexure - XVIII)		

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE - XVII

PART - B

COVERING LETTER FOR FINANCIAL PROPOSAL (PRICE BID)

(on Applicant's Letterhead)

Date: _____

From,
Name:
Address:
Phone:
Fax:
E-mail:

To,
The Managing Director
Tamil Nadu Textbook and Educational Services Corporation, EVK
SAMPATH MAALIGAI, DPI Campus,
68, College Road, Chennai-600 006

Sir,

Sub : Tender for Selection of Manufacturer/Supplier for supply and delivery of Raincoats (Unisex) to the School Children in Tamil Nadu - Submission of Financial Proposal (Part-B) - Reg

Ref : Your Tender Notice _____ Dt. _____

With reference to your tender notice, we submit herewith our sealed Financial Proposal (Price Bid) as Annexure - XVIII for Selection of Manufacturer/Supplier for supply and delivery of Raincoats to the School Children in Tamil Nadu as specified in this tender document.

I/We agree that enclosed Financial Proposal (Price Bid) shall remain valid for a period of 120 (One hundred Twenty) days from the date of opening of Tender or for such further period that will be mutually agreed upon by the Tenderer and Corporation.

Yours faithfully,

**Signature of the Tenderer
(Seal)**

Encl: Financial Proposal (Part-B)

FINANCIAL PROPOSAL (Part-B)

Tender for Selection of Manufacturer/Supplier for supply and delivery of Raincoats to the School Children in Tamil Nadu

Sl. No.	Details	Rate per Raincoat			
		Size-28 (₹)	Size-30 (₹)	Size-32 (₹)	Size-34 (₹)
1	Basic Cost				
2	GST @ _____ %				
	TOTAL COST				
Total amount (₹ in Words)					

Yours faithfully,

Signature of the Tenderer
(Seal)

FORMAT FOR 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 scheduled commercial 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 **18** 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.

MODEL AGREEMENT FORM

AGREEMENT

This Agreement made this ___th day of _____ 2022 BETWEEN TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006, herein after referred to as "Corporation" on ONE PART and M/s. _____

_____ (Name & Address of Manufacturer / Supplier) represented by its _____, Shri. _____, hereinafter called the "SUPPLIER" on the OTHER PART.

1. Whereas Corporation desired to purchase raincoats, by calling tenders which were opened on _____.
2. And whereas Supplier, M/s. _____), has made an offer to supply and deliver the raincoats on _____.
3. And whereas the Supplier has quoted all inclusive rate of ₹ _____/- (Rupees _____ only) for the supply and delivery of raincoats.
4. And whereas the Supplier after due negotiation agreed to undertake the contract of supply and delivery of raincoats at ₹ _____/- (Rupees _____ only) inclusive of all duties & taxes.
5. Whereas Corporation has accepted the negotiated rate of the Supplier vide letter No. _____ dated _____.
6. And whereas both Corporation and the Supplier have agreed to execute an agreement setting out the terms and conditions here under mentioned as agreed to by both the parties to this agreement.

7. NOW THIS DEED OF AGREEMENT WITNESSES:

(i) EMD and Security Deposit

- a) The Supplier has remitted an amount of ₹ 2,15,000/- (Rupees Two Lakhs Fifteen Thousand only) towards Earnest Money Deposit (EMD) in the form of in the form of Demand Draft / Banker's cheque on any Scheduled Commercial Bank in favour of the "Tamil Nadu Textbook and Educational Services Corporation, Chennai".

- b) The “Supplier” has remitted an amount of ₹ _____/-(Rupees _____only) towards Security Deposit (SD) being 5% of the allotted quantity after adjusting the Earnest Money Deposit of ₹ 2,15,000/-, in the form of Demand Draft / Banker’s cheque on any Scheduled Commercial Bank in favour of the “Tamil Nadu Textbook and Educational Services Corporation or by an Irrevocable Bank Guarantee with a validity period of 18 months from any Indian Scheduled Commercial Bank, within 7 (Seven) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.
- c) Any other amount pending with Corporation will not be adjusted under any circumstances, against the Security Deposit if so requested.
- d) Security Deposit will be returned only after the completion of the Contract in full without any deficiency or default and to the entire satisfaction of the 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 returned to the successful tenderer(s).
- e) In case of non-fulfilment of the contract and/or failure to supply the ordered quantity of raincoats in full or part within the delivery period as per the terms and conditions stipulated in the tender, the Security Deposit will be forfeited.

(ii) The detailed price schedule is given as under:

S.No.	Item Description	Total Price inclusive of GST (in ₹)
1		
2		
3		
4		

8. ISSUE OF PURCHASE ORDER

After furnishing the security deposit and execution of the agreement, Purchase Order, Purchase Order will be issued indicating the size, quantity, points of delivery, schedule of supply, etc. The successful tenderer should supply ordered items as per the schedule given in Clause No. 11 (a). Brief particulars of the raincoats, which shall be supplied / delivered by the Supplier are:

Particulars	Size	Quantity allotted	Accepted Rate inclusive of GST (in ₹)	Total Value inclusive of GST (in ₹)
Total	-		-	

9. POINTS OF DELIVERY

The Raincoats are to be delivered at 72 designated delivery points indicated in the Purchase Order. The Corporation reserves its right to allot any delivery point in Tamil Nadu for operational convenience. The successful tenderer will not have any right to ask for change of delivery points.

10. EXTENSION OF VALIDITY PERIOD OF CONTRACT

The Tender Inviting Authority may extend the validity period of contract for further one year on the same terms & conditions.

11. SCHEDULE OF SUPPLY

- (a) The allotted quantity of Raincoats is to be delivered at the designated delivery points as given below:

T = Date of issue of Purchase Order

Sl.No.	Milestone	Due date of Delivery (days)
1	25% of the ordered quantity	T + 60
2	50% of the ordered quantity	T + 80
3	75% of the ordered quantity	T + 100
4	100% of the ordered quantity	T + 120

- (b) The entire ordered quantity of Raincoats complying with the technical specifications mentioned in the Annexure I-A, I-B and I-C of the Tender Document shall be completed within 120 days from the date of issue of the Purchase Order.
- (c) The successful tenderer shall stick/print LOGO / TEXT etc. as per the instructions of Corporation on the items supplied.
- (d) The Raincoats shall be delivered to the designated locations of Block Educational Officers / District Educational Officers in Tamil Nadu as per the

Purchase Order 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 raincoats in good condition to the designated locations shall be borne by the successful tenderer at his own risk and cost.

- (e) After delivery of the raincoats at the designated delivery points, the successful tenderer shall obtain acknowledgement for proof of delivery of raincoats in good condition from respective DEO/BEO for submission to the Corporation.
- (f) If there is a delay beyond 30 days with respect to the due date of delivery stated in Clause 11 (a), the unsupplied quantity will be cancelled without any prior notice and allotted to the other suppliers. Notwithstanding the above, the Corporation has the right to permit the Supplier beyond 30 days with penalty, in case of exigencies.
- (g) The Corporation reserves the right to purchase the unsupplied quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Supplier and / or from the Security Deposit without prior intimation.
- (h) The Corporation shall have the right to terminate the contract of the successful tenderer who fails to deliver the raincoats in full as per the purchase order and the delivery schedule.
- (i) The Supplier shall be disqualified in participating in future tender for the abnormal delay in supply, (i.e.) more than 90 days from the due date of supply for the forthcoming 1 year.

12. SUBMISSION OF DELIVERY PLAN

- (a) The successful tenderer has to submit a supply schedule for delivery of ordered quantity as per **Annexure - XXII** within 5 days from the date of purchase order to the Corporation.
- (b) The successful tenderer is required to submit weekly production plan by email to the Corporation on every Friday before 3 PM, starting from the date of commencement of regular production covering the following:

(i)	Raw material stock available in tenderer's warehouse	Inventory breakup of each raw material equivalent to ____ nos. of Raincoats.
(ii)	Work in Progress	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats

(iii)	Finished products stock in the tenderer's warehouse	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats
(iv)	Quantity despatched	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats
(v)	Cumulative quantity despatched	____ no. of Size-28 Raincoats ____ no. of Size-30 Raincoats ____ no. of Size-32 Raincoats ____ no. of Size-34 Raincoats

- (c) The Corporation reserves its right to physically verify the correctness of the particulars furnished by the tenderer. Any discrepancy will lead to reduction of allotted quantity.

13. PRE-DESPATCH INSPECTION

- (a) Regular inspection and in-house tests shall be conducted on the compliance of specifications and quality parameters of the raincoats while being manufactured at the premises of the Manufacturer's/Supplier's (Contract manufacturer's) manufacturing units by in-house QC personnel.
- (b) 10 samples from a lot of 10,000 Raincoats of each size (i.e.) Size-28, Size-30, Size-32 and Size-34 shall be taken at random by the QC personnel of the manufacturing unit and out of which, one sample will be subjected to the in-house Lab Test at the premises of the Manufacturer's/Supplier's (Contract manufacturer's) manufacturing unit. If the sample fails in the tests, the entire lot of 10,000 raincoats has to be separated and moved out of the premises.
- (c) The Supplier is required to maintain proper record of all the in-house tests and shall submit weekly test record on every Monday before 3 PM by email to the Corporation, starting from the date of commencement of regular production.
- (d) The QC cleared Raincoats are to be packed in a pouch with zip of appropriate size made up of nylon fabric, coated with eco friendly, skin compatible water resistance PVC coating. 50 nos. of Raincoats shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit.

14. POST-DELIVERY TESTING

- (a) It shall be the responsibility of the Supplier to ensure that the Raincoats are delivered in good condition complying with the specifications and quality parameters as mentioned in Annexure I-A, I-B and I-C.
- (b) Post-delivery testing of the raincoats will be carried out educational district wise for each size (Size-28, Size-30, Size-32 and Size-34) of the raincoat.
- (c) One sample for every 1,500 raincoats and/or part thereof for each size of the raincoat delivered at BEO/DEO offices of an education district, shall be drawn randomly by the officials of the educational department and sent to the Corporation in a sealed cover/box. The Corporation will send the sample to a Government approved/NABL accredited testing laboratory for testing.
- (d) If the sample fails in the tests, the entire quantity of 1,500 raincoats and/or part thereof attributable to the failed sample will be rejected. The Supplier has to make fresh supply equivalent to the rejected quantity without any additional cost. Further, a penalty of 10% of the value of rejected quantity will also be levied by the Corporation. The rejected raincoats will be withheld and returned to the Supplier only after completing the entire ordered quantity.
- (e) If the fresh supply for the rejected quantity of 1,500 raincoats and/or part thereof is delivered beyond 120 days, the rejected quantity will not be returned to the Supplier.
- (f) If more than 10 samples / 10% of the ordered quantity (whichever is higher) fail in the tests, in addition to imposing penalty, the Supplier will be blacklisted for the forthcoming 1 (one) year.
- (g) The charges including the testing charges, freight charges, travelling expenses and other incidental expenses shall be borne by the Supplier.

15. PACKING AND LABELLING

- (a) Each Raincoat shall be packed in a pouch with zip of appropriate size made up of nylon fabric, coated with eco friendly, skin compatible water resistance PVC coating.
- (b) 50 nos. of Raincoats packed in pouches shall be placed in a corrugated box with sufficient buffer to avoid any damage during transit. The corrugated box shall be made from Kraft paper of 150 GSM, 5 Ply and Burst Factor of 14.
- (c) Each corrugated box shall be labelled and the label shall contain the following: NOT FOR SALE, SCHEME OF SUPPLY OF COST-FREE RAINCOAT TO SCHOOL CHILDREN in Hilly areas by the Department of School Education, Government of Tamil Nadu, Manufacturer/Supplier code no., District code, Block code, Serial number, Box number, Date, Month and Year of

manufacturing of the Raincoat, Size and quantity of Raincoats. The Corporation will provide the format of the label at the time of Purchase Order

16. INSURANCE

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

17. WARRANTY & AFTER SALES SERVICE

- (a) The warranty of the Raincoat supplied by the Supplier shall be for a period of six months from the date of distribution of the same to the school children in each block in in Tamil Nadu. The Supplier shall replace the defective raincoats with new ones at his cost at the designated points during the period of Warranty.
- (b) Defective raincoats, if any, indicated in the feedback form obtained from beneficiary students through the respective DEOs / BEOs shall be replaced with new raincoats at the designated delivery points at his cost.

18. PAYMENT TERMS

- (a) No advance payment is permissible.
- (b) Payment will be processed after satisfactory delivery of entire quantity of raincoats to the designated delivery points at the BEO/DEO in a district.
- (c) The delivery reports along with delivery challans signed by the concerned Block Educational Officers / District Educational Officers with acknowledgement duly affixed with proper seal are to be submitted to the Corporation.
- (d) Based on the acknowledgements issued by the Block Educational Officers / District Educational Officers, the bills will be admitted and processed. 80% of the bill value will be paid ordinarily in 30 days after post-test clearance report.
- (e) Out of the remaining 20% of the billed amount, 15% shall be paid after satisfactory feedback from schools on the quality of the raincoats, duly deducting the penalty (if any), testing charges, and other incidental charges.
- (f) The remaining 5% of the billed amount shall be paid after the completion of 6 months' warranty period.
- (g) All payments under this Contract shall be made to the Bank Accounts of the Successful tenderer.

- (h) The Corporation reserves the right to recover any dues from the Supplier, which is found on later date, during audit/excess payment, after final settlement is made to them. The tenderer is liable to pay such dues to the Corporation immediately on demand, without raising any dispute/protest.
- (i) The bill raised by the Successful Tenderer shall have all Registration Numbers (GST/TAN/CIN) 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.

19. PENALTY

- (a) If the successful tenderer fails to deliver 50% of the ordered quantity within the due date specified in Schedule of Supply [Clause 11 (a)], 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 replacement of defective raincoats) 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.
- (b) The Corporation reserves the right to purchase the unsupplied quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Supplier and / or from the Security Deposit without prior intimation.
- (c) In respect of replacement of raincoats, the date of replacement will be taken as actual date of supply. In such cases, the ordered quantity of raincoats for that location where the replacement was made will be taken for calculation of delay penalty. Total number of days for delay penalty will be reckoned as under:
 - (i) No. of days for delay penalty as per Clause 19 (a)
 - (ii) No. of days from the date of intimation of rejection to the date of delivery of fresh supply for the rejected quantity
 - (iii) Total number of days for delay penalty = (i) + (ii)
- (d) If the raincoats supplied are found to be inferior in quality with respect to pre-approved specifications, there shall be replacement of the entire lot and/or a fine up to 10% of the defective lot.

20. LIQUIDATED DAMAGES

- (a) The successful tenderer shall not manufacture, market, sell or supply the Raincoats manufactured, packed and labelled 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 in Tamil Nadu. The Corporation shall impose penalty of not less than ₹ 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 tenderer(s) in default.

- (b) The Corporation shall have the right to blacklist such successful tenderer(s) from participating in the subsequent Tenders of the Corporation for a minimum period of five years.

21. CORRUPT AND FRAUDULENT PRACTICES

- (a) The Tenderers shall observe the highest standard of ethics during tender evaluation and supply of raincoats. In order to eliminate irregularities, interference and corrupt practices in tender process by providing transparency in such matters, the Corporation defines the following terms:
- (i) 'Corrupt practice' means 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' mean 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 tenderers (prior to or after Tender submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (b) The Corporation will reject a tender if it decides that the Tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for the tender.
- (c) The Corporation will declare a tenderer ineligible either indefinitely or for a stated period of time to be awarded a contract, if it any time determines that the tenderer has engaged in corrupt and fraudulent practices in competing for the tender or in executing the contract.

22. TERMINATION OF CONTRACT

The Corporation reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of contract or any of the reasons.

(a) Termination for Default:

- (i) If the delay continues even after 50% of the original supply period, the contract is liable to be terminated at the discretion of the Corporation.

- (ii) If the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract;
- (iii) 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 raincoats 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 raincoats 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.

(b) Termination for Insolvency:

- (i) 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.

(c) Termination for Convenience:

- (i) 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.

23. BLACKLISTING

- (a) If the tenderer has submitted forged documents in this tender or if any information provided by the tenderer is found to be false/fictitious in any tender of the Government, the tenderer will be blacklisted for a period of 5 years.
- (b) If the successful tenderer fails to execute the Agreement or fails to remit the security deposit within the specified time limit, the Corporation will blacklist the tenderer for a maximum period of 3 years in addition to forfeiture of EMD.

- (c) In the event of non-performance of the contractual provisions or failure to effect the supply within the stipulated time or during the extended period, and if it is found that the contractor has not fulfilled the contractual obligation with the Corporation in any manner during the currency of the contract or also found on later date, the Corporation reserves the right to disqualify such successful tenderer to participate in future tenders or blacklist the tenderer up to a maximum period of 5 years.
- (d) Termination / full or partial cancellation of the supply of raincoats to the Corporation will entail blacklisting of the Supplier for a maximum period of 3 years.
- (e) If more than 10 samples / 10% of the ordered quantity (whichever is higher) fail in the tests, in addition to imposing penalty, the Supplier will be blacklisted for the forthcoming 1 (one) year.
- (f) If the successful tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the contract the Corporation will blacklist the tenderer for a period of 5 years.
- (g) The Corporation shall have the right to blacklist the Suppliers who are levied liquidated damages as per Clause 20, for a period of 5 years.
- (h) The Corporation shall have the right to blacklist the successful tenderer for breach of any Terms and Conditions of the Tender / Agreement at any point of time.

24. FORCE MAJEURE

- (a) 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.
- (b) 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 hours 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.
- (c) 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.

25. GENERAL CONDITIONS

- (a) Conditional tender in any form will not be accepted.
- (b) Corporation reserves the right to relax or waive or amend any of the tender conditions.
- (c) The right of final acceptance of the tender is entirely vested with the Corporation and Corporation reserves the right to accept or reject any or all the tenderers in part or in totality or to negotiate with any or all the tenderers or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
- (d) The successful tenderer shall not offload either full or part of the work to other tenderer.
- (e) Any notice regarding any problems, to the tenderer shall deemed to be sufficiently served, if given in writing by email and / or communication sent to his usual or last known place of business.
- (f) If any discrepancy was found in the tenderer's documents provided in support of qualification criteria at a later date, the Corporation has the right to cancel the order and forfeit the EMD and Security Deposit of the tenderer.

26. DISPUTE RESOLUTION BOARD

A Dispute Resolution Board (DRB) shall be formed in order to resolve the disputes that may arise during the currency of the contract. The members of the DRB shall be nominated by the Corporation and the successful tenderer. If any party is not satisfied with the decision of the DRB, the issue shall be referred for Arbitration.

27. ARBITRATION

- (a) The issues not resolved by DRB shall be referred for Arbitration and same shall be dealt in accordance with the Indian Arbitration and Conciliation Act, 1996 and Rules of Indian Council of Arbitration. The Arbitrator shall be selected by the successful tenderer from the panel of Arbitrators approved by the Corporation within 15 days from the date of receipt of the letter from the Corporation along with the panel. If there is no reply from the tenderer within 15 days, the Corporation shall choose any of the Arbitrators from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the Corporation and the tenderer.

- (b) The venue of the Arbitration shall be at the Head office of the Corporation in Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration. The language of the arbitration proceedings shall be in English.
- (c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only.

28. JURISDICTION OF THE COURT

- (a) 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.
- (b) The Successful Tenderer is required to submit an undertaking towards jurisdiction of legal proceedings in the format enclosed in ANNEXURE - XXIII.

We agree to the above terms and conditions.

In witness whereof, Thiru. _____ on one part and Thiru. _____, _____ (Designation), M/s. _____ on the other part signed this agreement on the day, month and year first above.

Agreed by both the parties.

SUPPLIER

CORPORATION

WITNESSES:

WITNESSES:

1.

1.

2.

2.

LIST OF DISTRICT AND BLOCK EDUCATIONAL OFFICES IN HILL AREAS

List of Block Educational Offices (BEO) in Tamil Nadu

S.No.	Revenue District	Education District	Block / Delivery Point
1	Coimbatore	Coimbatore City	Karamadai
2	Coimbatore	Coimbatore City	Periyanaickan Palayam
3	Coimbatore	Pollachi	Anaimalai
4	Coimbatore	Pollachi	Valparai
5	Dharmapuri	Dharmapuri	Dharmapuri
6	Dharmapuri	Harur	Harur
7	Dharmapuri	Harur	Pappireddipatti
8	Dindigul	Dindigul	Dindigul Rural
9	Dindigul	Dindigul	Sanarpatti
10	Dindigul	Dindigul	Natham
11	Dindigul	Palani	Oddanchatram
12	Dindigul	Vedasandur	Reddiyarchatram
13	Dindigul	Batlagundu	Athoor
14	Dindigul	Batlagundu	Kodaikanal
15	Erode	Bhavani	Anthiyur
16	Erode	Sathyamanagalam	Sathyamanagalam
17	Erode	Sathyamanagalam	Thalavadi
18	Kallakurichi	Kallakurichi	Kallakurichi
19	Kallakurichi	Kallakurichi	Chinnasalem
20	Kallakurichi	Kallakurichi	Sankarapuram
21	Krishnagiri	Denkanikottai	Kelamangalam
22	Krishnagiri	Denkanikottai	Thally
23	Namakkal	Namakkal	Kollihills
24	Namakkal	Tiruchengode	Vennandur
25	Salem	Salem Urban	Ayoithiyapattanam
26	Salem	Salem Urban	Yercaud
27	Salem	Attur	Pethanaicken Palayam

S.No.	Revenue District	Education District	Block / Delivery Point
28	Salem	Attur	Gangavalli
29	The Nilgiris	Coonoor	Ooty
30	The Nilgiris	Coonoor	Conoor
31	The Nilgiris	Coonoor	Kotagiri
32	The Nilgiris	Coonoor	Gudalur
33	Theni	Uthamapalayam	Cumbum
34	Theni	Bodinayakanur	Bodinayakanur
35	Theni	Myladumparai	Myladumparai
36	Tiruchirappalli	Tiruchirappalli	Thuraiyur
37	Tiruchirappalli	Musiri	Uppliyapuram
38	Thirunelveli	Cheranmadevi	Ambasamudram
39	Tirupattur	Tirupathur	Tirupattur
40	Tirupattur	Tirupathur	Alangayam
41	Tirupattur	Tirupathur	Jolarpet
42	Tirupattur	Vaniyambadi	Madhanur
43	Tiruppur	Udumalpet	Udumalpet
44	Thiruvannamalai	Polur	Jamunamarathur
45	Vellore	Vellore	Anaicut
46	Vellore	Vellore	Kaniyambadi

List of District Educational Offices (DEO) in Tamil Nadu

Sl.No.	Revenue District	Educational Dist / Delivery Point
1	Kallakurichi	Kallakurichi
2	Krishnagiri	Hosur
3	Krishnagiri	Denkanikottai
4	Theni	Uthamapalayam
5	Vellore	Vellore
6	Dindigul	Dindigul
7	Dindigul	Palani
8	Dindigul	Batlagundu
9	Dindigul	Vedasandur

Sl.No.	Revenue District	Educational Dist / Delivery Point
10	Tirupattur	Tirupattur
11	Tirupattur	Vaniyambadi
12	Tirunelveli	Cheranmahadevi
13	Thiruvannamalai	Polur
14	Dharmapuri	Dharmapuri
15	Dharmapuri	Harur
16	Erode	Bhavani
17	Erode	Sathyamangalam
18	Namakkal	Namakkal
19	Trichy	Lalgudi
20	Trichy	Musiri
21	Salem	Salem
22	Salem	Attur
23	Coimbatore	Pollachi
24	Coimbatore	Kovai City
25	The Nilgiri	Coonoor
26	The Nilgiri	Gudalur

ANNEXURE - XXII

DELIVERY SCHEDULE FOR THE ORDERED QUANTITY

(To be submitted within 5 days from the date of Purchase Order)

Raincoat Size : **28, 30, 32, 34** (Please tick one - as applicable)

Delivery Milestone	Due date of Delivery / No. of days	Week No. 1 to 17 (120 / 7 days)	Delivery Quantity at Delivery Points (in Nos.)	Cumulative Delivery Quantity (in Nos.)	% of Cumulative Delivery Quantity to Total Purchase Order Qty.
25%	T+60 days	1			
		2			
		3			
		4			
		5			
		6			
		7			
		8			
50%	T+80 days	9			
		10			
		11			
75%	T+100 days	12			
		13			
		14			
100%	T+120 days	15			
		16			
		17			

**Signature of the Successful Tenderer
(with Seal)**

ANNEXURE - XXIII

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

This Deed of undertaking executed at _____ on this day, _____ 2022 by M/s. _____ (Name and address of Tenderer), represented by its _____, Shri/Smt _____ hereinafter called the “**TENDERER**” (Which expression where the context so admits mean include their Agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF

TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006, hereinafter called the “**TNTB&ESC**” (Which expression shall where the context so admits mean and include the successors-in-office and assigns).

WHEREAS the **TNTB&ESC** has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that no suit or any proceedings in this regard in any matter arising in any respect under this contract shall be instituted in any court, save in appropriate Civil Court of Chennai or the Court of Small causes, Chennai. It is agreed that no other court shall have the jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in Chennai City, then it is agreed between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

IN WITNESS WHEREOF acting for _____ (Name of Tenderer) and on behalf of the **TENDERER** has signed this deed in the day, month and year hereinbefore first mentioned.

Place:

Date:

Signature:

Name of Tenderer:

Address: