

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



**TENDER REFERENCE NO:1276/A2/2023 dated 15.03.2023**

**TENDER FOR HIRING OF VEHICLES ON RENTAL BASIS FOR A PERIOD  
OF TWO YEARS**

Last Date for Submission of Bid	31.03.2023 upto 3.00 PM
Date of Opening of Bid	31.03.2023 at 3.30 PM
Cost of Bid Document:	Rs.1000 /-

## CONTENTS

CLAUSE	TOPIC	PAGE NO
1.	Preamble	1
2.	Scope of contract	1
3.	Prerequisite for drivers	2
4.	Replacement of vehicle	3
5.	Qualification Criteria	4
6.	Language of the tender	5
7.	Purchase of tender document	5
8.	Clarification on the tender document	5
9.	Amendment of tender document	5
10.	Authorization of the bidder	6
11.	Submission of tender document	6
12.	Earnest Money Deposit	6
13.	Validity	7
14.	Opening and evaluation of the tender	7
15.	Price offer	7
16.	Evaluation of the price	8
17.	Carry forward of days and kms	9
18.	Award of Contract	9
19.	Period of Contract	9
20.	Security Deposit	9
21.	Agreement	9
22.	Issue of Work Order	10
23.	Payment Terms	10
24.	Termination of contract	10
25.	General conditions	11
26.	Arbitration	12
27.	Jurisdiction of the Court	12

## ANNEXURES

I.	Details of the bidder	14
II.	Declaration of not having blacklisted	15
III.	Declaration of not having tampered the tender document	16
IV.	Clarification of tender document format	17
V.	Covering Letter	18
VI.	Price Schedule	19
VII.	Checklist of documents	21
VIII.	Draft Agreement	22

## **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.

## 1. PREAMBLE

Tamil Nadu Textbook and Educational Services Corporation, a Government of Tamil Nadu Undertaking hereinafter, called as the “Corporation” intends to hire vehicles for use by its officials in Head Office, Chennai. In this context, the Corporation invites sealed tenders from bidders in “**Single Cover System**” for hiring of vehicles through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 31.03.2023 at 3.30 PM.

## 2. SCOPE OF CONTRACT

- (a) The bidder should provide 12 numbers of A/C vehicles along with driver for 22 days in a month for use by the officials of the Corporation for a period of 2 years.
- (b) The vehicle shall be provided for the exclusive use of the Corporation officials and should not be used by the bidder for any other purpose.
- (c) The model and requirements of the vehicle should be as below:

Model	Month and Year of Registration	Quantity	Requirements
Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero	January 2020 or after	8	i. All the vehicles should have Tourist Permit.
Toyota Innova Crysta	January 2020 or after	4	ii. Must satisfy Tamil Nadu Govt. Pollution Control norms

- (d) Before deployment of vehicle, the bidder should produce the vehicle for physical inspection by the concerned officials. Only vehicles which are declared as suitable shall be deployed for use. In case of rejection, alternative vehicle has to be arranged for inspection.
- (e) **OWNERSHIP:** The bidder should either own the vehicles to be deployed or should have a valid agreement entitling him to use the vehicles and enclose copies of documentary evidence for verification.
- (f) The copies of the following should be submitted at the time of physical inspection for all the vehicles to be deployed:
- RTO Registration Certificate
  - Valid Tourist Permit
  - Live Fitness Certificate
  - Live Comprehensive Insurance Policy
  - Valid Pollution Control Certificate
- (g) The vehicle should be sent in time as per the instructions of the vehicle using officer.

- (h) Road worthiness of the vehicles should be ensured at all times by the bidder. The bidder should conduct fortnightly cleaning and washing as well as servicing (as and when due) of the vehicles
- (i) The vehicles should be kept clean and odour free, suitable for official use.
- (j) The kilometer counting of the vehicle should start from the pickup point of the officer. A log book specifying daily reporting and relieving time as well as daily opening & closing Kilometer reading duly attested by the concerned Corporation official should be maintained for the vehicle.

### **3. PREREQUISITE FOR DRIVERS**

- (a) Drivers should have minimum 5 years of experience of driving. They should have valid vehicle Transport Licenses for driving passenger vehicles on hire.
- (b) Drivers with a minimum age of 25 years would alone be engaged and maximum age should not have crossed 55 years. Credential for the age shall also be furnished.
- (c) Drivers must have attended three-day refresher course conducted by the Institute of Road Transport (IRT), Taramani and the certificate issued by IRT shall be furnished before issue of work order.
- (d) The bidder should furnish the Driver's Fitness Certificate for driving light motor vehicles issued by the Govt. Medical Officer.
- (e) Drivers should be well versed with the roads and the places.
- (f) It is the duty of the bidder to arrange for a standby driver, with valid license, in case of the original driver is not turning up for duty for driving the vehicle without any stoppage.
- (g) Once the driver has been allotted to a particular vehicle, he should ordinarily remain with the same vehicle for a period of at least one year.
- (h) Change of driver would be permitted only when the substitute driver satisfies the above conditions of driver's appointment and the successful bidder should produce all credentials and get approval from the concerned officer of Corporation to drive the vehicle. Alternatively, the successful bidder may get approval from the Corporation for a panel of drivers to be appointed so that the drivers shall be substituted immediately.
- (i) Except for short absence for 3 to 7 days of leave or owing to sickness, the bidder shall not change the Driver of a vehicle without the approval in writing of the competent authority.
- (j) The bidder is fully responsible for perfect discipline and good conduct of the Driver of the vehicle without giving room for any complaint from Officer in charge or Corporation (or) from

general public. The bidder should change the Driver if ordered to do so by competent authority and the competent authority's decision in this regard shall be final and shall not be questioned by the bidder.

- (k) The original driving license should be produced to the Officers concerned of the Corporation, for verification, and copy of the license should be available always with the Driver and copy of the same should be handed over to the officer concerned.
- (l) Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents.
- (m) The driver earmarked for the duty should not have any other contractual obligations for rest of the day
- (n) The driver should always remain with the vehicle for entire period of duty. In case of any need, he should seek permission of the concerned officer.
- (o) The driver must follow traffic rules and all other regulations prescribed by the Govt. from time to time. The driver shall observe all the etiquette and protocol while performing duty.
- (p) The Driver should wear uniforms as prescribed by Corporation at all times. A penalty of Rs.200/- will be imposed on each occasion if the driver fails to wear the uniform as prescribed by Corporation.
- (q) The bidder should issue photo identity card to the driver and they should always carry it with them while on duty.
- (r) The bidder or the driver engaged by the contractor should not initiate or indulge in agitation, non-plying of services or take part in strike for any reasons. Such act will liable for cancellation of work order, forfeiture of SD and forfeiture of payment due to the bidder if any without any notice.
- (s) If any complaint is received from the vehicle using officer regarding delay in getting vehicle / insisting for early leaving by driver regularly, a fine of Rs.250/- will be imposed on each occasion. Suitable action to terminate the contract of the vehicle will also be taken if such complaints are received more than 3 times in a month.

#### **4. REPLACEMENT OF VEHICLE**

- (a) The bidder should give a replacement vehicle which should satisfy the tender conditions and to the satisfaction of the competent authority at the time of stopping of the vehicle on a particular day due to repair or any other reasons without any undue delay.
- (b) At the time of deployment, the replacement vehicle should not be older than 5 years.

- (c) In case the condition of the replacement vehicle is not found to be satisfactory or vehicle does not report at the reasonable time they should be returned for immediate replacement. In case no replacement is provided on time Corporation would have a right to hire a vehicle from the market and the additional cost incurred by Corporation will be deducted in the subsequent bills.
- (d) Further, if the vehicle is absent without any replacement vehicle the expenditure incurred for transportation using other mode by the Official of Corporation shall be deducted in the subsequent bills.
- (e) In case of any breakdown while in use for local trips, a replacement vehicle should be arranged within 60 minutes' time. In case of breakdown during outstation trips, the expenditure incurred for transportation using other mode by Official of Corporation will be deducted in the subsequent bills until a replacement vehicle is provided.
- (f) If the vehicle is absent without any replacement vehicle a fine of Rs.250/- per day will be imposed on each occasion. Also the work order of the vehicle is liable for cancellation without giving any notice.

## 5. QUALIFICATION CRITERIA

Clause	Qualification Criteria	Supporting Documents/Remarks
5(a)	The bidder should be a registered legal entity operating within the territory of Tamil Nadu	(i) In case of Private / Public Limited Companies, <ul style="list-style-type: none"> <li>• Copy of Incorporation Certificate issued by the Registrar of Companies</li> <li>• Copy of Memorandum and Articles of Association</li> </ul> (ii) In case of Partnership Firm, <ul style="list-style-type: none"> <li>• Registered Partnership deed</li> </ul> (iii) In case of Proprietor <ul style="list-style-type: none"> <li>• Copy of GST certificate</li> </ul>
5(b)	The bidder should own a fleet of at least 10 vehicles with tourist permit.	Copy of RC book of the vehicle registered in the name of the Company or promoter
5(c)	The bidder should have a valid GST registration certificate	Copy of GST Registration certificate
5(d)	The bidder should not have been blacklisted for supply of any items or services to Corporation or any other Government Department / Agencies	The declaration form as per Annexure II



## **6. LANGUAGE OF THE TENDER**

The Tender prepared by the bidder as well as all correspondences 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.

## **7. PURCHASE OF TENDER DOCUMENT**

- (a) The tender document shall be obtained from the Office of Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, D.P.I. Campus, 68, College Road, Chennai - 600 006 on payment of Rs.1000/- payable in the form of Demand Draft drawn on any Indian Nationalized/ Scheduled Commercial Bank in favour of “Tamil Nadu Text Book & Educational Service Corporation” payable at Chennai or it can be downloaded from [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) at free of cost. For the downloaded tender document, the bidder need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure III).
- (b) The tender document can be purchased on all working days from 17.03.2023 to 30.03.2023 between 10.00 AM and 05.45 PM.

## **8. CLARIFICATION ON THE TENDER DOCUMENT**

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, D.P.I. Campus, 68, College Road, Chennai - 600 006” or through he-mail to [generalsection@hotmail.com](mailto:generalsection@hotmail.com) as per Annexure-IV. 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 [www.tenders.tn.gov.in](http://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 the opening of the tender.

## **9. AMENDMENT OF TENDER DOCUMENT**

Corporation whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated through mail to all the bidders who had purchased the tender documents and also will be uploaded on [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.

## **10. AUTHORISATION OF THE BIDDER**

The Tender should be signed on each page by the bidder or by the person who is duly authorized for the same by the bidder.

## **11. SUBMISSION OF TENDER DOCUMENT**

- (a) 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.
- (b) Bidder should ensure submission of all documents as per the Check list given in Annexure –VII.
- (c) Bidders are requested to submit tender document in a sealed cover superscripted as “Tender for hiring of vehicles on rental basis for a period of 2 years” and addressed to “The Managing Director, Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, D.P.I. Campus, 68, College Road, Chennai - 600 006”, containing the name and address of the Bidder. Tenders submitted with unsealed cover would summarily be rejected.
- (d) Tenders should be dropped only in the tender box kept at the Office of “Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, D.P.I. Campus, 68, College Road, Chennai - 600 006” on or before 3.00 PM on 31.03.2023 Tenders will not be received by hand.
- (e) Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 3.00 PM on 31.03.2023. Tenders received after the specified time will not be considered and Corporation will not be liable or responsible for any postal delays.
- (f) A tender once submitted shall not be permitted to be altered or amended.

## **12. EARNEST MONEY DEPOSIT**

- (a) The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs.80,000 (Rupees Eighty Thousand Only) in the form of a Demand Draft drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of “ Tamil Nadu Text Book & Educational Service Corporation”, payable at Chennai. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful bidders.
- (b) The Earnest Money Deposit will be retained in the case of successful bidder and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- (c) Any request of the bidder, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.
- (d) The amount remitted towards EMD is liable to be forfeited in case the bidder fails to execute the contract after submission of the tender or after acceptance of the offer by Corporation or fail to sign the Agreement.

### **13. VALIDITY**

The rate quoted in the Tender should be valid for the acceptance by Corporation for a minimum period of 90 days from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

### **14. OPENING AND EVALUATION OF THE TENDER**

- (a) The tenders received up to 3.00 PM as per the office clock on 31.03.2023 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened on 31.03.2023 at 03.30 PM on the same day in the presence of the available Bidders/representatives of the Bidders who choose to be present. The Bidders or their authorized agents are allowed to be present at the time of opening of the tenders.
- (b) The Tender Inviting Authority will inform the attested and unattested corrections, before the Bidders and sign all such corrections in the presence of the Bidders. If any of the Bidders or agents are not present then, in such cases the Tender Inviting Authority will open the tender of the absentee Bidder and take out the unattested corrections and communicate it to them. The absentee Bidder should accept the corrections without any question whatsoever.
- (c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received upto 3.00 PM on the next working day and opened at 03.30 PM on the same day.
- (d) The Technical bid will be evaluated by the committee of the Corporation in terms of the qualification criteria. 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.
- (e) Any adverse/not satisfactory remarks on the performance of previous works will entail disqualification of the tender.

### **15. PRICE OFFER**

- (a) The price bid should be prepared strictly as per Annexure-VI.
- (b) The price bid formats should be filled clearly and legibly both in figures and words.
- (c) In case of discrepancy between the prices quoted in words and figures, lower of the two will be considered.
- (d) Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.
- (e) The rate approved by Corporation should be firm for the entire contract period and shall be inclusive of cost of fuel, driver salaries, maintenance, tax, insurance, Fitness Certificate, etc. No other charges will be paid by Corporation other than the rate approved.

- (f) Escalation of rate will not be permitted during the entire contract period except for the adjustment in the cost of diesel as mentioned below:

For any increase or decrease in price of diesel, proportionate increase/decrease in rate per trip will be effected if the cumulative increase/decrease of price is more than 15% of the price on the date of issue of work order which is termed as “base price”. Price escalation will be made effective from the date on which cumulative increase/decrease crosses 15% as stated above.

Price adjustment will be calculated on the basis of the following formula:

$$V_f = \{(0.85 \times P_f) \times (R \times (F_1 - F_0) / F_0)\}$$

- $V_f$  : Increase or decrease in the hire charges per day under consideration due to change in the rate of diesel.
- $F_0$  : Base price. The official retail price per litre of High Speed Diesel (HSD) at the consumer pumps of IOC at Chennai on the date of issue of work order.
- $F_1$  : New retail price of HSD whenever there is an increase/decrease of price by 15% over and above the  $F_0$  at the consumer pumps of IOC at Chennai.
- $R$  : Approved hire charges per day
- $P_f$  : Percentage of Fuel component in the cost of operation and the same has been fixed as 35%.

- (g) The bidder should make a formal request to Corporation along with necessary supporting documents whenever there is a 15% increase / decrease in the price of HSD over and above  $F_0$ .

- (h) The revised base price of HSD will be taken as basis for estimating the subsequent increase/decrease.

## **16. EVALUATION OF THE PRICE**

- (a) The price bid will be evaluated in accordance to the Tamil Nadu Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000, as given below. The bidder who has quoted the lowest rate for providing vehicles for 12 Hours a day, 22 days and 2200 kms per month exclusive of GST will be adjudged as L1 (Part A of price bid) and called for price negotiations.
- (b) Part - B of price bid will not be considered for evaluation of price bid. However, the L1 bidder has to match the lowest rate quoted by other qualified bidders or market rate whichever is lower if the rate quoted by them is higher.

## **17. CARRY FORWARD OF DAYS AND KMS**

If the stipulated number of days or kms are not utilized in a month, the same shall be carried forward for utilization in the subsequent months till the end of the contract period. However, the monthly payments based on 22 days and 2200 kms is payable.

## **18. AWARD OF CONTRACT**

- (a) The bidder who is adjudged as L1 will be invited for price negotiations for further reduction of rate.
- (b) Upon finalization of negotiated rate, Corporation will issue the Letter of Acceptance (LoA) to the successful bidder.
- (c) As per Clause 14(9) of Tamil Nadu Transparency in Tender Rules 2000, Corporation reserves the right to increase or decrease the required number of vehicles up to 25% on same terms and conditions.

## **19. PERIOD OF CONTRACT**

The contract is for a period of 2 years from the date of execution of agreement and the same shall be extended for further period of 3 months or until finalization of next contractor with same rate and terms and conditions.

## **20. SECURITY DEPOSIT**

- (a) On receipt of the Letter of Acceptance from Corporation, the successful bidder should remit a Security Deposit (SD) of 5% of the contract value in the form of a Demand Draft drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of "Tamil Nadu Text Book & Educational Service Corporation" payable at Chennai or an Irrevocable Bank Guarantee with a validity period with a validity period of 24 months from any Indian Nationalized/Scheduled Commercial Bank, within 10 (Ten) working days. The EMD shall be adjusted with the Security Deposit.
- (b) Any amount pending with Corporation will not be adjusted under any circumstances, against the Security Deposit if so requested.
- (c) EMD & Security Deposit amount remitted will not earn any interest.
- (d) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the bidder shall be forfeited, besides cancelling the communication of acceptance of the Tender.

## **21. AGREEMENT**

- (a) The successful bidder should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD/EMD amount remitted by the bidder will be forfeited besides cancellation of the Tender.

- (b) If the contract is not executed as per the agreed terms and conditions, Corporation will hold full authority to cancel the tender or take any such action that will be deemed fit to the occasion at the risk and cost of the successful bidder. Such cancellation will entail forfeiture of SD/EMD.
- (c) In the event of non- performance of the contractual provisions and if the selected bidder, has not fulfilled the contractual obligation with Corporation in any manner during the currency of the contract or also found on later date, Corporation reserves the right to disqualify such bidder to participate in future tenders or black list the company upto a maximum period of 3 years.

## **22. ISSUE OF WORK ORDER**

- (a) After successful execution of agreement work order will be issued for hiring of vehicles.
- (b) The successful bidder should provide the vehicles for physical inspection within 15 days from the date of issue of work order.
- (c) In case of any rejection, alternate vehicle has to be arranged for physical inspection within the next 7 days.
- (d) The approved vehicle should be made available for use by Officials from the next day of final approval of Corporation.

## **23. PAYMENT TERMS**

- (a) No advance is permissible.
- (b) The payment will be made on monthly basis from Head Office of Corporation ordinarily within 15 days from the date of receipt of bills after adjusting the penalties if any.
- (c) The bills in duplicate with statement containing the details viz. Date of travel, Vehicle No. Name of the officer, Location, Total km., Total hours and the amount with trip sheets duly signed by the vehicle using officer and advance stamped receipt should be furnished to Corporation HO. In the trip sheets, there should not be any over writing/ corrections, if so it should be attested by the Vehicle using Officer. The trip sheet should be closed daily by the Vehicle using Officer with the seal of the Officer.
- (d) The bidder should remit the GST collected from Corporation every month within the due date and submit the proof for verification. The payments will be processed only after verifying the remittance of GST for the previous month.

## **24. TERMINATION OF CONTRACT**

The Corporation reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contractual obligations.

## 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 Corporation and reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
- (d) Corporation reserves the right to extend or reduce the contract period as per the requirement. Corporation also reserves the right to terminate the contract without any prior notice.
- (e) After acceptance of the tender by Corporation, the bidder will have no right to withdraw his tender.
- (f) Bidder should abide by all the subsequent instructions issued by Corporation after the award of contract.
- (g) The Vehicles offered should carry the logo/ text in the appropriate places as prescribed by Corporation.
- (h) It shall be the sole responsibility of the contractor to abide by all statutory rules & regulations (eg. Minimum wages, ESI, EPF, Bonus, etc.) as applicable from time to time.
- (i) The bidder shall not engage any sub-contractor or transfer the contract to any other service provider.
- (j) Corporation will not have any liability towards the manpower appointed by the bidder.
- (k) Corporation will have no liability on account of any omission or commission of regulatory/statutory requirement by the bidder.
- (l) The bidder will indemnify, defend and hold harmless the Corporation from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and attorney's fees and expenses, that the bidder may incur as a result of any negligent or willful acts or omissions of the bidder.
- (m) LPG/CNG Cylinders must not be used as fuel for running the vehicle in any case.
- (n) The bidder should ensure that the speedometer of the vehicle provided is properly sealed so that no tampering is done with unnecessarily to inflate the distance travelled.
- (o) The vehicle lent on hire should be covered under Section 66 of M.V. Act 1988 and no payment will be made for the vehicles not covered under the said act.

- (p) Corporation reserves the right to allot any vehicle to any Officers and also reserves the right to re-allot the vehicle as per the need at any point of time. In case if the bidder refuses to take up the work given, Corporation reserves the right to cancel the contract and SD will be forfeited.
- (q) Utmost care should be taken to avoid accidents. The bidder will be responsible for all liabilities due to accidents or damages caused to any properties including loss of life of any public or employee of Corporation or employee of bidder.
- (r) Corporation will not be responsible for any fine charged by Police or other agencies, losses, damages, any accident of the vehicle or to any other vehicles or for the injury to the driver or any other third party. All such expenses on this account should be borne by the bidder of vehicle and there will be no reimbursement from Corporation in this regard.
- (s) In case of fatal accidents, the vehicle will be stopped from operation and the work order of the vehicle concerned will be cancelled immediately without any prejudice. For all other minor accidents, the vehicle will be stopped from operation for minimum of 2 days. The bidder should immediately substitute the vehicle to avoid dislocation. Replacement for the cancelled vehicles should be provided immediately as per the terms and conditions of Corporation.

## **26. ARBITRATION**

- (a) In case of any dispute in the bid, including interpretation if any on the clauses of the bid or the agreement to be executed, the matter shall be referred by Corporation/ bidder to an arbitrator who shall be selected by the bidder from the panel of arbitrators approved by Corporation the same 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 bidder within 15 days, 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 Corporation and the bidder.
- (b) The venue of the Arbitration shall be at the Head office of Tamil Nadu Textbook and Educational Services Corporation, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- (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.

## **27. JURISDICTION OF THE COURT**

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.



We agree to the above terms and conditions.

SIGNATURE OF THE BIDDER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

**DETAILS OF THE BIDDER**

S.No.	Particulars	Description/Details
A	Name of Bidder	
B	Contact Details	
	Registered Office Address	
	Telephone No.	
	Fax	
	Email	
	Website	
C	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
	Authority	
D	Name of Authorized Signatory	
	Position	
	Telephone	
	Fax	
	Mobile	
	Email	
E	Number & Address of Offices	
	a) In Chennai	
	b) Outside Chennai	

**CERTIFICATE**

Date: \_\_\_\_\_

Certified that M/s...../ the firm /company or its partners / shareholders have not been blacklisted as on the date of opening of tender by Corporation or by any other Government Agencies in India.

**SIGNATURE OF THE BIDDER**  
**(with seal and address)**

**DECLARATION FORM**

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.\_\_\_\_\_ for hiring of vehicles for a period of 2 years and complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site 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 BIDDER**  
**(with seal and address)**

**CLARIFICATION ON TENDER DOCUMENT FORMAT**

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

**SIGNATURE OF THE BIDDER**  
(with seal and address)

**Date:** \_\_\_\_\_

From,

Name:

Address:

To,

The Managing Director,

Tamil Nadu Textbook and Educational Services Corporation,

EVK Sampath Maaligai, D.P.I. Campus, 68, College Road,

Chennai - 600 006

Sir,

Sub: Tender for Hiring of Vehicles on rental basis for a period of 2 years -Reg.

Ref: Your Tender Notice Dt. ....

With reference to your tender notice, we submit herewith our sealed tender for Hiring of Vehicles on rental basis for a period of 2 years by Corporation 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) DDno. \_\_\_\_\_ from \_\_\_\_\_ dated \_\_\_\_\_ for Rs.80,000/- (Rupees Eighty Thousand only), towards Earnest Money Deposit
- 3) Details of the Bidder (as per Annexure-I)
- 4) Declaration for not having black listed either by Corporation or by any other Govt. agencies (as per Annexure-II)
- 5) Declaration for not having tampered the Tender documents downloaded from the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) (Annexure-III)
- 6) Price Schedule (Annexure – VI)
- 7) The copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of Private / Public Limited Companies
- 8) Copy of registered partnership deed in case of Partnership Firm
- 9) Copy of GST Registration certificate
- 10) Copy of RC book of the vehicle registered in the name of the Company or promoter for at least 10 vehicles with Tourist Permit.

**Yours faithfully,**

**SIGNATURE OF THE BIDDER**

**Encl: As stated above**

## PRICE BID

## Part A

S.No	Make and Model	Rate offered per vehicle for 12 hours a day, 22 days and 2200 kms in a month exclusive of GST (In Rupees)	Qty	Total Rate Offered in figures exclusive of GST (In Rupees)	Amount in Words exclusive of GST (In Rupees)
1.	Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero		8		
2.	Toyota Innova Crysta		4		
<b>Total</b>					

SIGNATURE OF THE BIDDER  
(with seal and address)

**Part B**

S.No	Description	Amount in Figures exclusive of GST (In Rupees)		Amount in Words exclusive of GST (In Rupees)	
		Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero	Toyota Innova Crysta	Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero	Toyota Innova Crysta
1.	Rate offered per vehicle for 12 hours and 100 kms a day (i.e.) beyond 22 days in a month				
2.	Rate offered per vehicle for extra Km of distance i.e. beyond 2200 Km in a month (Rate/Km)				
3.	Rate offered per vehicle for extra hour of time i.e. beyond 12 hours in a day (Rate / hour)				

- **In case of discrepancy between the prices quoted in words and in figures, the lower of the two will be considered**
- **Applicable GST will be paid by Corporation**

SIGNATURE OF THE BIDDER  
(with seal and address)



## CHECKLIST OF DOCUMENTS

S.No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	A covering letter on your letter head addressed to, The Managing Director, Tamil Nadu Text Book & Educational Services Corporation (as per Annexure-V)		
2.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
3.	DD no. _____ from _____ dated _____ for Rs.80,000/- (Rupees Eighty Thousand only), towards Earnest Money Deposit		
4.	Details of the Bidder (as per Annexure-I)		
5.	Declaration for not having black listed either by Corporation or by any other govt. agencies (as per Annexure-II).		
6.	Declaration for not having tampered the Tender documents downloaded from the website www.tenders.tn.gov.in (as per Annexure-III).		
7.	Price Bid as per Annexure VI		
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 registered partnership deed in case of Partnership Firm		
10.	Copy of GST Registration certificate.		
11.	Copy of RC book of the vehicle registered in the name of the Company or promoter for atleast 10 vehicles with Tourist Permit.		

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

**DRAFT AGREEMENT**

This Agreement made this \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2023 between **TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION**, having its registered office at EVK Sampath Maaligai, D.P.I. Campus, 68, College Road, Chennai - 600 006, represented by its Managing Director (which expression shall mean and include its successors-in-office and assigns) hereinafter referred to as “**CORPORATION**” on **ONE PART** and M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_ represented by Thiru. \_\_\_\_\_, (Designation)herein after referred to as “**AGENCY**” on the **OTHER PART**.

Whereas the Corporation called for tender for hiring of vehicles on rental basis for a period of two years vide Tender Reference No:1276/A2/2023 dated 15.03.2023 and the price bid of the qualified bidders was opened on \_\_\_\_\_.

2. And whereas the rate quoted by the Agency for providing vehicles for 12 Hours a day, 22 days and 2200 kms per month is the lowest evaluated price
3. And whereas the Agency after due negotiation agreed to undertake the Contract at Rs.\_\_\_\_+ 18% GST aggregating to Rs.\_\_\_\_\_ for providing 8 nos. of Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero vehicle for 12 Hours a day, 22 days and 2200 kms per month and Rs.\_\_\_\_+ 18% GST aggregating to Rs.\_\_\_\_\_ for providing 4 nos. of Innova Crysta vehicle for 12 Hours a day, 22 days and 2200 kms per month on rental basis.
4. And whereas the Corporation has accepted the service charge quoted by the Agency and issued Letter of Acceptance (LoA) vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.
5. And whereas the terms and conditions of the tender stipulate that both the Corporation and the Agency has to execute an agreement setting out the terms and conditions.

**NOW THIS DEED OF AGREEMENT WITNESSES:**

6. **Security Deposit**

- a) As per clause 20(a) of tender conditions, the Agency has to remit an amount of 5% of the value of order towards Security Deposit in the form a Demand Draft

drawn on any Indian Nationalized / Scheduled Commercial Bank in favour of “Tamil Nadu Text Book & Educational Service Corporation”, payable at Chennai or an irrevocable Bank Guarantee with a validity period of 24 months.

- b) The Agency has remitted an amount of Rs.\_\_\_\_\_ by way of Demand Draft No: \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, Chennai towards security deposit after adjusting an amount of Rs.80,000 remitted by way of Demand Draft No: \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Branch, Chennai towards Earnest Money Deposit (EMD).
- c) Security Deposit will be released only after the successful completion of the entire contract to the satisfaction of the Corporation.
- d) Security Deposit amount remitted will not have interest.

**7. Scope of work**

- a) The Agency should provide 12 numbers of A/C vehicles along with driver for 22 days in a month for use by the officials of the Corporation for a period of 2 years.
- b) The vehicle shall be provided for the exclusive use of the Corporation officials and should not be used by the Agency for any other purpose.
- c) The model and requirements of the vehicle should be as below:

<b>Model</b>	<b>Month and Year of Registration</b>	<b>Quantity</b>	<b>Requirements</b>
Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero	January 2020 or after	8	i. All the vehicles should have Tourist Permit.  ii. Must satisfy Tamil Nadu Govt. Pollution Control norms
Toyota Innova Crysta	January 2020 or after	4	

- d) Before deployment of vehicle, the Agency should produce the vehicle for physical inspection by the concerned officials. Only vehicles which are declared as suitable shall be deployed for use. In case of rejection, alternative vehicle has to be arranged for inspection.

- e) **OWNERSHIP:** The Agency should either own the vehicles to be deployed or should have a valid agreement entitling him to use the vehicles and enclose copies of documentary evidence for verification.
- f) The copies of the following should be submitted at the time of physical inspection for all the vehicles to be deployed:
  - i. RTO Registration Certificate
  - ii. Valid Tourist Permit
  - iii. Live Fitness Certificate
  - iv. Live Comprehensive Insurance Policy
  - v. Valid Pollution Control Certificate
- g) The vehicle should be sent in time as per the instructions of the vehicle using officer.
- h) Road worthiness of the vehicles should be ensured at all times by the Agency. The Agency should conduct fortnightly cleaning and washing as well as servicing (as and when due) of the vehicles.
- i) The vehicles should be kept clean and odour free, suitable for official use.
- j) The kilometer counting of the vehicle should start from the pickup point of the officer. A log book specifying daily reporting and relieving time as well as daily opening & closing Kilometer reading duly attested by the concerned Corporation official should be maintained for the vehicle.

## **8. Prerequisite For Driver**

- a) Drivers should have minimum 5 years of experience of driving. They should have valid vehicle Transport Licenses for driving passenger vehicles on hire.
- b) Drivers with a minimum age of 25 years would alone be engaged and maximum age should not have crossed 55 years. Credential for the age shall also be furnished.
- c) Drivers must have attended three-day refresher course conducted by the Institute of Road Transport (IRT), Taramani and the certificate issued by IRT shall be furnished before issue of work order.

- d) The Agency should furnish the Driver's Fitness Certificate for driving light motor vehicles issued by the Govt. Medical Officer.
- e) Drivers should be well versed with the roads and the places.
- f) It is the duty of the Agency to arrange for a standby driver, with valid license, in case of the original driver is not turning up for duty for driving the vehicle without any stoppage.
- g) Once the driver has been allotted to a particular vehicle, he should ordinarily remain with the same vehicle for a period of at least one year.
- h) Change of driver would be permitted only when the substitute driver satisfies the above conditions of driver's appointment and Agency should produce all credentials and get approval from the concerned officer of Corporation to drive the vehicle. Alternatively, the Agency may get approval from the Corporation for a panel of drivers to be appointed so that the drivers shall be substituted immediately.
- i) Except for short absence for 3 to 7 days of leave or owing to sickness, the Agency shall not change the Driver of a vehicle without the approval in writing of the competent authority.
- j) The Agency is fully responsible for perfect discipline and good conduct of the Driver of the vehicle without giving room for any complaint from Officer in charge or Corporation (or) from general public. The Agency should change the Driver if ordered to do so by competent authority and the competent authority's decision in this regard shall be final and shall not be questioned by the Agency.
- k) The original driving license should be produced to the Officers concerned of the Corporation, for verification, and copy of the license should be available always with the Driver and copy of the same should be handed over to the officer concerned.
- l) Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents.
- m) The driver earmarked for the duty should not have any other contractual obligations for rest of the day

- n) The driver should always remain with the vehicle for entire period of duty. In case of any need, he should seek permission of the concerned officer.
- o) The driver must follow traffic rules and all other regulations prescribed by the Govt. from time to time. The driver shall observe all the etiquette and protocol while performing duty.
- p) The Driver should wear uniforms as prescribed by Corporation at all times. A penalty of Rs.200/- will be imposed on each occasion if the driver fails to wear the uniform as prescribed by Corporation.
- q) The Agency should issue photo identity card to the driver and they should always carry it with them while on duty.
- r) The Agency or the driver engaged by the contractor should not initiate or indulge in agitation, non-plying of services or take part in strike for any reasons. Such act will liable for cancellation of work order, forfeiture of SD and forfeiture of payment due to the Agency if any without any notice.
- s) If any complaint is received from the vehicle using officer regarding delay in getting vehicle / insisting for early leaving by driver regularly, a fine of Rs.250/- will be imposed on each occasion. Suitable action to terminate the contract of the vehicle will also be taken if such complaints are received more than 3 times in a month.

#### **9. Replacement of Vehicle**

- a) The Agency should give a replacement vehicle which should satisfy the tender conditions and to the satisfaction of the competent authority at the time of stopping of the vehicle on a particular day due to repair or any other reasons without any undue delay.
- b) At the time of deployment, the replacement vehicle should not be older than 5 years.
- c) In case the condition of the replacement vehicle is not found to be satisfactory or vehicle does not report at the reasonable time they should be returned for immediate replacement. In case no replacement is provided on time the Corporation would have a right to hire a vehicle from the market and the additional cost incurred by the Corporation will be deducted in the subsequent bills.

- d) Further, if the vehicle is absent without any replacement vehicle the expenditure incurred for transportation using other mode by the Official of the Corporation shall be deducted in the subsequent bills.
  
- e) In case of any breakdown while in use for local trips, a replacement vehicle should be arranged within 60 minutes' time. In case of breakdown during outstation trips, the expenditure incurred for transportation using other mode by Official of the Corporation will be deducted in the subsequent bills until a replacement vehicle is provided.
  
- f) If the vehicle is absent without any replacement vehicle a fine of Rs.250/- per day will be imposed on each occasion. Also the work order of the vehicle is liable for cancellation without giving any notice.

10. Details of the agreed rate

**Part A**

S.No	Make and Model	Rate offered per vehicle for 12 hours a day, 22 days and 2200 kms in a month exclusive of GST (In Rupees)	Qty	Total Rate Offered in figures exclusive of GST (In Rupees)	Amount in Words exclusive of GST (In Rupees)
1.	Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero		8		
2.	Toyota InnovaCrysta		4		
<b>Total</b>					



**Part B**

S.No	Description	Amount in Figures exclusive of GST (In Rupees)		Amount in Words exclusive of GST (In Rupees)	
		Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero	Toyota InnovaCrysta	Maruti Suzuki Swift Dzire / Toyota Etios / Mahindra Bolero	Toyota InnovaCrysta
1.	Rate offered per vehicle for 12 hours and 100 kms a day (i.e.) beyond 22 days in a month				
2.	Rate offered per vehicle for extra Km of distance i.e. beyond 2200 Km in a month (Rate/Km)				
3.	Rate offered per vehicle for extra hour of time i.e. beyond 12 hours in a day (Rate / hour)				

## 11. Price Adjustment

- (e) The rate approved by Corporation should be firm for the entire contract period and shall be inclusive of cost of fuel, driver salaries, maintenance, tax, insurance, Fitness Certificate, etc. No other charges will be paid by Corporation other than the rate approved.
- (f) Escalation of rate will not be permitted during the entire contract period except for the adjustment in the cost of diesel as mentioned below:

For any increase or decrease in price of diesel, proportionate increase/decrease in rate per trip will be effected if the cumulative increase/decrease of price is more than 15% of the price on the date of issue of work order which is termed as “base price”. Price escalation will be made effective from the date on which cumulative increase/decrease crosses 15% as stated above.

Price adjustment will be calculated on the basis of the following formula:

$$V_f = \{(0.85 \times P_f) \times (R \times (F_1 - F_0)/F_0)\}$$

- $V_f$  : Increase or decrease in the hire charges per day under consideration due to change in the rate of diesel.
- $F_0$  : Base price. The official retail price per litre of High Speed Diesel (HSD) at the consumer pumps of IOC at Chennai on the date of issue of work order.
- $F_1$  : New retail price of HSD whenever there is an increase/decrease of price by 15% over and above the  $F_0$  at the consumer pumps of IOC at Chennai.
- $R$  : Approved hire charges per day
- $P_f$  : Percentage of Fuel component in the cost of operation and the same has been fixed as 35%.

- (g) The bidder should make a formal request to Corporation along with necessary supporting documents whenever there is a 15% increase / decrease in the price of HSD over and above  $F_0$ .
- (h) The revised base price of HSD will be taken as basis for estimating the subsequent increase/decrease.

## **12. Carry Forward of Days and Kms**

If the stipulated number of days or kms are not utilized in a month, the same shall be carried forward for utilization in the subsequent months till the end of the contract period. However, the monthly payments based on 22 days and 2200 kms is payable.

## **13. Period of Contract**

The contract is for a period of 2 years from the date of this agreement and the same shall be extended for further period of 3 months or until finalization of next contractor with same rate and terms and conditions.

## **14. Payment terms**

- (i) No advance is permissible.
- (j) The payment will be made on monthly basis from Head Office of Corporation ordinarily within 15 days from the date of receipt of bills after adjusting the penalties if any.
- (k) The bills in duplicate with statement containing the details viz. Date of travel, Vehicle No. Name of the officer, Location, Total km., Total hours and the amount with trip sheets duly signed by the vehicle using officer and advance stamped receipt should be furnished to Corporation HO. In the trip sheets, there should not be any over writing/ corrections, if so it should be attested by the Vehicle using Officer. The trip sheet should be closed daily by the Vehicle using Officer with the seal of the Officer.
- (l) The Agency should remit the GST collected from Corporation every month within the due date and submit the proof for verification. The payments will be processed only after verifying the remittance of GST for the previous month.

## **15. Termination of contract**

The Corporation reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contractual obligations.

## **16. General conditions**

- (a) Corporation reserves the right to extend or reduce the contract period as per the requirement. Corporation also reserves the right to terminate the contract without any prior notice.

- (b) The Agency should abide by all the subsequent instructions issued by Corporation after the award of contract.
- (c) The Vehicles offered should carry the logo/ text in the appropriate places as prescribed by Corporation.
- (d) It shall be the sole responsibility of the contractor to abide by all statutory rules & regulations (eg. Minimum wages, ESI, EPF, Bonus, etc.) as applicable from time to time.
- (e) The Agency shall not engage any sub-contractor or transfer the contract to any other service provider.
- (f) Corporation will not have any liability towards the manpower appointed by the Agency.
- (g) Corporation will have no liability on account of any omission or commission of regulatory/statutory requirement by the Agency.
- (h) The Agency will indemnify, defend and hold harmless the Corporation from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and attorney's fees and expenses, that the Agency may incur as a result of any negligent or willful acts or omissions of the Agency.
- (i) LPG/CNG Cylinders must not be used as fuel for running the vehicle in any case.
- (j) The Agency should ensure that the speedometer of the vehicle provided is properly sealed so that no tampering is done with unnecessarily to inflate the distance travelled.

The vehicle lent on hire should be covered under Section 66 of M.V. Act 1988 and no payment will be made for the vehicles not covered under the said act.

- (k) Corporation reserves the right to allot any vehicle to any Officers and also reserves the right to re-allot the vehicle as per the need at any point of time. In case if the Agency refuses to take up the work given, Corporation reserves the right to cancel the contract and SD will be forfeited.
- (l) Utmost care should be taken to avoid accidents. The Agency will be responsible for all liabilities due to accidents or damages caused to any properties including loss of life of any public or employee of Corporation or employee of Agency.

- (m) Corporation will not be responsible for any fine charged by Police or other agencies, losses, damages, any accident of the vehicle or to any other vehicles or for the injury to the driver or any other third party. All such expenses on this account should be borne by the Agency and there will be no reimbursement from Corporation in this regard.
- (n) In case of fatal accidents, the vehicle will be stopped from operation and the work order of the vehicle concerned will be cancelled immediately without any prejudice. For all other minor accidents, the vehicle will be stopped from operation for minimum of 2 days. The Agency should immediately substitute the vehicle to avoid dislocation. Replacement for the cancelled vehicles should be provided immediately as per the terms and conditions of Corporation.

## **17. Arbitration**

- (a) In case of any dispute in the bid, including interpretation if any on the clauses of the bid or the agreement to be executed, the matter shall be referred by Corporation/ Agency to an arbitrator who shall be selected by the Agency from the panel of arbitrators approved by Corporation the same 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 Agency within 15 days, 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 Corporation and the Agency.
- (b) The venue of the Arbitration shall be at the Head office of Tamil Nadu Textbook and Educational Services Corporation, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- (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.

## **18. Jurisdiction of the court**

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

We agree to the above terms and conditions.

In witness whereof, Managing Director of Tamil Nadu Textbook and Educational Services Corporation, Government of Tamil Nadu on one part and Thiru. \_\_\_\_\_, \_\_\_\_\_, M/s. \_\_\_\_\_, Chennai on the other part signed this agreement on the day, month and year first above.

Agreed by both the parties.

**CORPORATION**

**AGENCY**

**WITNESSES: -**

1.

2.

**WITNESSES: -**

1.

2.