TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

TENDER DOCUMENT
FOR SUPPLY AND DELIVERY OF SCHOOL BAGS
TO THE SCHOOL CHILDREN IN TAMIL NADU ON
ANNUAL RATE CONTRACT BASIS
For the year 2020-2021

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ADVERTISED ON</td>
<td>26.03.2020</td>
</tr>
<tr>
<td>2</td>
<td>PRE-BID MEETING</td>
<td>27.04.2020 at 11.00 a.m</td>
</tr>
<tr>
<td>3</td>
<td>LAST DATE &amp; TIME FOR SUBMISSION OF TENDER</td>
<td>06.05.2020 upto 03.00 p.m</td>
</tr>
<tr>
<td>4</td>
<td>DATE &amp; TIME OF OPENING OF TECHNICAL BIDS</td>
<td>06.05.2020 at 03.30 p.m</td>
</tr>
</tbody>
</table>

TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION
EVK SAMPATH MAALIGAI, D.P.I. Campus
68,College Road,
Chennai – 600 006.
Tamil Nadu, India
Phone: 044-28275851, 044-28278244
Fax: 044-28224493
Email: adpur.tntbesc@tn.gov.in / jdtntbesc@outlook.com
Website: http://www.textbookcorp.tn.gov.in

TNTBESC.Chennai -6 Tenderer’s Signature with seal
# TENDER DOCUMENT FOR
THE SUPPLY OF SCHOOL BAGS TO THE SCHOOL CHILDREN
IN TAMIL NADU

## INDEX

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Chapter</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scope of the Tender</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Notice Inviting Tender</td>
<td>4-5</td>
</tr>
<tr>
<td>3</td>
<td>Special Instructions for submission of Technical Bids and Check List</td>
<td>6-9</td>
</tr>
<tr>
<td>4</td>
<td>Instructions to the Bidders</td>
<td>10-27</td>
</tr>
<tr>
<td>5</td>
<td>Special Terms &amp; Conditions of the Tender</td>
<td>28-38</td>
</tr>
<tr>
<td>6</td>
<td>Letter of the Tenderer</td>
<td>39-41</td>
</tr>
<tr>
<td>7</td>
<td>Technical Specifications for School Bags (Annexure I)</td>
<td>42-45</td>
</tr>
<tr>
<td>8</td>
<td>Technical Specification-Drawings (Annexure II, II A, II B, II C)</td>
<td>46-49</td>
</tr>
<tr>
<td>9</td>
<td>Details of Raw materials (Annexure-III)</td>
<td>50</td>
</tr>
<tr>
<td>10</td>
<td>Testing procedures (Annexure-IV - VII)</td>
<td>51-54</td>
</tr>
<tr>
<td>11</td>
<td>Statements, Declaration and Formats (Annexure VIII to XVI)</td>
<td>55-63</td>
</tr>
<tr>
<td>12</td>
<td>Bank Guarantee For Security Deposit (Annexure XVII)</td>
<td>64-65</td>
</tr>
<tr>
<td>13</td>
<td>Agreement Form (Annexure XVIII)</td>
<td>66-68</td>
</tr>
<tr>
<td>14</td>
<td>Price Bid</td>
<td>69</td>
</tr>
</tbody>
</table>
TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

1. SCOPE OF THE TENDER

Supply and Delivery of School Bags at Block Level

1.1. In order to implement the announcements of the Hon’ble Chief Minister pertaining to the **SCHEME OF SUPPLY OF COST-FREE SCHOOL BAG** to the School Children studying in Government & Aided Schools in Tamil Nadu for the year 2020-2021, the Tamil Nadu Textbook and Educational Services Corporation, hereinafter, called as the Corporation, has been entrusted with the task of procuring quality School Bags and distributing the same in time to the school children in accordance with the procedures laid down in the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.

1.2. The Corporation has proposed to procure 75.47 lakhs of School Bags for the year 2020-21 by entering into Rate Contract as per specifications laid down in the Tender Documents.

1.3. The successful Tenderers as part of the rate contract shall supply the School Bags at the designated locations and make replacement of the defective School Bags in the manner specified in the Tender.

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

1.5. The successful Tenderer shall work closely with the Government of Tamil Nadu and the Corporation in achieving the scheduled targets.
2. NOTICE INVITING TENDER

Rc.No.999/PUR-II/2020

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

<table>
<thead>
<tr>
<th>1.</th>
<th>Name of the work</th>
<th>Supply and delivery of 75.47 lakh School Bags for School Children in Tamil Nadu on an annual rate contract basis for 2020-2021.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Cost of Tender Document</td>
<td>Rs.5,900 Payable in the form of Demand Draft drawn from a Nationalised /Scheduled Bank in favour of “Tamil Nadu Textbook and Educational Services Corporation” payable at Chennai.</td>
</tr>
</tbody>
</table>
| 3. | Purchase of Tender Documents from: | i)Assistant Director (Purchase), Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, 1st Floor, 68, College Road, Chennai-600 006.  
ii) The same may also be downloaded free of cost from the following websites:  
a) http://www.textbookcorp.tn.gov.in  
b) http://www.tenders.tn.gov.in |
| 4. | Sale period of Tender Document | On all working days from 01.04.2020 to 05.05.2020 between 10 a.m. and 5.00 p.m. |
| 5. | Earnest Money Deposit (EMD) | Rs.32.00 Lakhs |
| 6. | Date of Pre-Bid Meeting | 27.04.2020 at 11.00 a.m |
| 7. | Last Date and Time for Submission of Tender | 06.05.2020 upto 03.00 p.m |
| 8. | Due date and time for opening of Technical Bids | 06.05.2020 at 03.30 p.m. If the due date happens to be a holiday, the bids will be received and opened on the next working day. |
| 9. | Contract Period | One year from the date of agreement. |
Consortium bids are not acceptable. For all other conditions / instructions please refer bid document.

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

The Tenderers are requested to view the above Websites for any changes / amendments / corrigendum in the Tender which may be issued upto 48 hours before the last date for submission of the Tender.

Managing Director and
Tender Inviting Authority,
Tamil Nadu Textbook and Educational Services Corporation.
Chennai-6
3. Special Instruction for submission of Technical Bids & Check List

3.1 All pages of the Technical Bid should be signed by authorized signatory whose name should be communicated to the Corporation with office seal without any omission. Facsimile will not be accepted.

3.2 The notarized copies of performance certificate and Bankers certificates enclosed with the bids should be identified as the documents submitted by the bidder over the signature with office seal.

3.3 Any document / credential submitted without signature of authorized persons will not be considered for evaluation.

3.4 Bidder should produce the originals for the performance / client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.

3.5 The downloaded documents shall be properly page numbered and spiral bounded and submitted along with necessary documents.
### 3.6 CHECK LIST

#### I. PART – A COVER – (TECHNICAL BID)

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Description</th>
<th>Enclosed Yes/No</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Whether the Tender is submitted in two covers as Part-A Cover (Technical Bid) and Part-B Cover (Price Bid)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Whether Letter of Authorization / Power of Attorney for signing the Tender Document is enclosed on a Non-Judicial Stamp Paper of value of not less than Rs.100/-?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 3.    | (i) Whether Earnest Money Deposit (EMD) of Rs.32,00,000/- (Rupees Thirty Two Lakhs only) in the form of Demand Draft drawn on any Nationalised Bank / Scheduled Bank in favour of the “Tamil Nadu Textbook and Educational Services Corporation, Chennai,” payable at Chennai is enclosed?  
(ii) If EMD exemption is claimed, necessary documents for claiming exemption of EMD is enclosed? (i.e. NSIC / MSME / DIC certificate) |                 |          |
<p>| 4.    | Whether Profile of the Tenderer as per Annexure VIII is enclosed?                                                                                                                                         |                 |          |
| 5.    | Whether self attached Photo copies of the recent Income Tax Returns for the last three financial years from 2016-2017 to 2018-2019 are enclosed?                                                             |                 |          |
| 6.    | Whether duly attested Photo copy of the Certificate of GST Registration is enclosed?                                                                                                                     |                 |          |
| 7.    | Whether Audited Balance Sheets along with Profit and Loss Accounts and Annual Turnover Certificate (Annexure – IX) for the last 3 financial years from 2016-17 to 2018-19 duly certified by Chartered Accountant are enclosed? |                 |          |
| 8.    | Whether the statement of supply orders executed during the past three years in Annexure X is enclosed along with copies of invoices?                                                                      |                 |          |
| 9.    | Whether documentary evidence in support of the production capacity of the Tenderer is enclosed?                                                                                                              |                 |          |</p>
<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>Whether Declaration in Annexure – XI for not having been blacklisted either by Tamil Nadu Textbook and Educational Services Corporation or by Central / any State Government and its Public Sector Undertakings / Corporations is enclosed?</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Whether Declaration in Annexure – XII duly signed by the Tenderer is enclosed?</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Whether the Tender Document in original is duly signed in each page?</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Whether a Video CD covering the entire manufacturing process of the Company from the raw material stage to the finished product is furnished?</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Whether documentary proof for manufacturing of the School Bags at least for the last three years has been enclosed? (i.e. Certificate issued by ROC with copy of MOA / NSIC / MSME / DIC and factory license)</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Whether a list of Lab Equipments available in the Tenderer’s manufacturing Units is furnished?</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Whether a list of Plant and Machinery available in the Tenderer's manufacturing units is furnished?</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Whether a Self Certificate on sample submission Annexure – XIII is enclosed?</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Whether a Certificate in Annexure – XIV offering to supply School Bags not less than the minimum quantity prescribed in the Tender is enclosed?</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Whether a Declaration in Annexure XV that Tender forms downloaded from the website have not been tampered is enclosed?</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Whether Banker’s certificate for cash credit facility as per Annexure-XVI is enclosed?</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Whether Three samples in each size of School Bags as per specifications are furnished?</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Whether raw materials for manufacturing the School Bag are enclosed in a sealed cover. (Quantity as specified in Annexure –III)</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Whether a summary of list of invoices to show minimum supply history has been enclosed?</td>
<td></td>
</tr>
</tbody>
</table>
## II. PART – B COVER (PRICE-BID)

<table>
<thead>
<tr>
<th>SL.NO</th>
<th>DESCRIPTION</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Whether Price-Bid in Part B duly filled-in and signed is enclosed?</td>
<td></td>
</tr>
</tbody>
</table>
4. INSTRUCTIONS TO THE BIDDERS

4.1. General Instructions

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

4.2. Definition of Terms and Expansion of Abbreviations

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

TNTBESC.Chennai -6

Tenderer’s Signature with seal
4.3. Bid Document
The Bid Document consists of the following
i. Scope of Tender
ii. Notice Inviting Tender
iii. Special Instructions for submission of bids & Check list
iv. General Instructions to the Bidders
v. Special Terms & Conditions of the Tender
vi. Letter of the Tenderer
vii. Specifications (Annexure- I to VII)
viii. Drawings (Annexure- II, II A, II B, II C)
ix. Statements and Declarations (Annexure- VIII to XVIII)
x. Price bid.

4.4. Qualification Criteria

4.4.1. Minimum Eligibility Requirements
The Tenderer shall be a manufacturer of School Bags at least for a period of last 3 financial years and he shall possess valid registration for the manufacture of School Bag issued by the competent Authority. Manufacturer should submit valid manufacturing / factory license and other documents as per rules in force. (Copy of valid Certificate of Registration, factory license under the relevant laws should be enclosed). The manufacturer should have his own manufacturing unit.

4.4.2 Turnover:
The average annual turnover of the bidder during the last three financial years from 2016-2017 to 2018-2019 shall not be less than Rs.8.00 crores. (Attach certificate from Chartered Accountant along with audited Balance sheet and Profit and Loss Account Statement for the last 3 financial years)

4.4.3 Production Capacity:
The Tenderer shall have the production capacity of minimum of 5% of the tendered Quantity of 75.47 lakhs (3,77,350 Nos) school bags per annum during the last 3 financial years as per the specifications, with the required minimum Plant, Machinery, Manpower and Laboratory
Equipments at the manufacturing units. The Tenderer shall also have the inbuilt facility for testing the quality of the School Bag to be supplied. (Documentary proof of list of Plant and Machineries and Lab Equipments with full address of factory and address proof for factory address should be notarized and enclosed).

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

4.4.5. Past Experience:
The tenderer should have supplied atleast @5% i.e. 3.77 lakhs of the Tendered quantity of 75.47 lakhs School Bag to any Government Department/Semi Government PSU/Local Government Bodies in any of the last 3 financial years. (Supporting documents particularly invoice shall be enclosed along with the Tender including the certificate issued by the client for having completed the supply. A summary of the invoices showing the date of supply, client name, quantity and rate should be enclosed as per Annexure X).

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

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

<table>
<thead>
<tr>
<th>Size</th>
<th>Colour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small (Category - I) (1st – 3rd Std)</td>
<td>Dark Pink with Dark Grey</td>
</tr>
<tr>
<td>Medium (Category – II) (4th – 7th Std)</td>
<td>Dark Navy Blue with Dark Orange</td>
</tr>
<tr>
<td>Large (Category –III) (8th – 12th Std)</td>
<td>Black with Dark Grey</td>
</tr>
</tbody>
</table>
4.5. Change in Quantity

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

4.6. Pre-Bid Meeting

There will be a Pre Bid meeting on 27.04.2020 at 11.00 a.m. in the Tamil Nadu Textbook and Educational Services Corporation, DPI Campus, Chennai 600 006 during which the prospective Tenderers may seek clarifications about the Tender. The Tenderers shall send their queries in writing if any, so as to reach the Corporation at least two days prior to the date of Pre-Bid Meeting. The Tenderers shall view the Websites given in the Notice Inviting Tender for updated information like change in date / venue etc., of the Pre-Bid meeting. Failure to attend the Pre-Bid meeting is not a disqualification as it is optional. Only the required clarifications asked in writing shall be valid and taken for consideration. In response to the relevant queries of the prospective Tenderer, clarification will be uploaded on the websites of the Corporation.

4.7. Clarification regarding the Tender Conditions

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

4.8. Amendments to the Tender

4.8.1. The Corporation reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Bidders, solely at its discretion upto 48 hrs before (i.e) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites:http://www.tenders.tn.gov.in&http://www.textbookcorp.tn.gov.in.
4.8.2. At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigendum if any issued subsequent to the date of Notice Inviting Tender.

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

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

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

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

4.11.2. The Tenderer shall download corrigendum/amendment/clarification, if any, published subsequently and submit along with the tender. Otherwise the tender will be summarily rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum/amendment/clarification issued and uploaded on the website of Corporation.
4.11.3 The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change /addition / deletion are detected at any stage after the award of the tender, the EMD as well as S.D remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be blacklisted from participating in the subsequent tenders. Besides such Tenderers are liable to be prosecuted.

4.12. Cost of Tendering

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

4.13. Bid Validity

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

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

4.14. Earnest Money Deposit (EMD)

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

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

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

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

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

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

4.15.1 Submission of Tender in Two Cover System

Tender shall be submitted in two covers in original i.e Part-A and Part-B. The Part-A cover shall contain the EMD and Technical Bid as per clause 4.15.2 and superscribed on the cover as “Part-A’ Technical Bid”- “Tender for supply and delivery of school Bag on Annual Rate Contract basis”. On the Part-A cover, the Name and Address of the tenderer shall be written and sealed. The tender document shall compulsorily be spiral bound & indexed with page numbers.

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

Both the Covers i.e., Part-A and Part-B shall be put in an envelope superscribing thereon “Tender for Supply and delivery of School Bag on Annual Rate Contract basis for the year 2020-2021” and the Name and Address of the tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. the Managing Director, Tamil Nadu Textbook and Educational Services Corporation shall be put in the box kept in the office of the Corporation within the scheduled time and date of submission of the Tender. It may also be sent by Post so as to reach the office of the Corporation within the stipulated time and date of submission of the Tender. But the Corporation shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderers or belated receipt of Tenders by the Corporation shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time. Tender once submitted shall not be permitted to be altered or amended.
4.15.2. Documents to be furnished in the Part – A Cover in sequence indicated below (Technical Bid):

(a) Covering Letter.

(b) Letter of Tenderer duly signed by the authorized signatory in full with seal.

(c) Other than the exempted case, Crossed Demand Draft towards EMD.

(d) Annexure I to XVI towards Drawings, Specifications and Declaration and format.

(e) Profile of the Company with a Video CD covering the entire manufacturing process of the Company from the raw materials stage to the stage of finished products.

(f) Letter of Authorization / Power of Attorney for signing the Tender Document on a Non-Judicial Stamp Paper of value of not less than Rs.100/- . In the case of Public Sector Undertakings / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.

(g) I.T. Returns for the last 3 financial years from 2016-2017 to 2018-2019 (self attested Photo copies to be enclosed).

(h) GST Registration Certificate and PAN Card (Self attested Photo Copies to be enclosed).

(i) Audited Balance Sheets and Profit & Loss Accounts for the last three financial years 2016-2017 to 2018-2019. (Self attested photocopies to be enclosed).

(j) All the required documents including Performance Certificates obtained from the Client for qualification criteria given in this tender along with other required documents and the enclosures as per the Check List shall be enclosed.

(k) List of Plant and Machinery and Laboratory Equipments available at the tenderer’s manufacturing unit for manufacturing the School Bag and for...
conducting the Tests as per the specifications Document with full address of factory and office.  *(Self attested Photo copies of address proof for factory to be Notarized and enclosed)*

(l) 3 Samples of School Bag in each size i.e, Small, Medium & Large as mentioned in clause 4.4.7 without any markings/printings should be furnished.

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

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

(a) Covering letter.

(b) Price Bid for the work with each page signed, dated and stamped with the seal of the firm.

(c) The offer shall be unconditional.

(d) The price quoted shall be inclusive of all and no additional claim on any ground shall be entertained.

(e) Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Corporation shall summarily disqualify the Bidder and reject the bid.

**4.15.4. Signing of Tender**

a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. **All pages of the tender shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.**

b) The tender shall contain no alterations or additions, except those to comply with instructions issued by the Corporation or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

**4.16. Extension of period of Contract**

The Managing Director of this Corporation may extend the period of contract for further one year on the same terms & conditions.
4.17. Mode of Submission of samples and Raw Materials

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

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

4.17.3 Tenders received without samples and raw material as per Annexure-III shall also be summarily rejected.

4.18. Modification and Withdrawal of Tenders

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

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

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

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

4.19. Opening of Tenders

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

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

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

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

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

4.20. Criteria for Evaluation of Technical Bid

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

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

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

4.21. Sample Testing for Tender Evaluation

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

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

4.22. Site Visit

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

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

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

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

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

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

4.23.3 The Price Bid will be opened on the intimated date and time in the presence of the Tenderers or their authorised representatives.

4.24. Evaluation of the Price Bid

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

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

a. the quoted price shall be corrected for arithmetical errors;

b. in cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;

c. where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

d. In the evaluation of the price of the goods which are subject to SGST and CGST, the price shall be determined as inclusive of such SGST, CGST and IGST.

e. The amount stated in the Bid will be adjusted by the Corporation in accordance with the above procedure for the correction of errors.
and shall be considered as binding upon the bidder. If the bidder does not accept the correct amount the bid will be rejected, and the EMD will be forfeited.

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

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

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

i) Negotiate with the next lowest Tenderers in strict ascending order of evaluated price and require to match the price offered by the lowest evaluated tenderer and place orders until the entire quantity required is ordered; (or)

ii) Require all the other eligible Tenderers who participated in the Tender and offered a price higher than that offered by the lowest evaluated tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated tenderer, and there after place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.

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

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

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

4.26. Right to Accept / Reject any or all Bids

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

4.27. Letter of Acceptance

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

4.28. Payment of Security Deposit (SD)

4.28.1 The successful tenderers shall be required to furnish Security Deposit equivalent to 5% (Five percent) of the value of the purchase order as a guarantee for the performance of the Contract. The EMD may be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the balance amount through Demand Draft within 7 days from the date of issue of Letter of Acceptance. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled banks drawn in favour of Tamil Nadu Textbook and Educational Services Corporation, Chennai-600 006 payable at Chennai or it may be in the form of unconditional irrevocable Bank Guarantee valid for 24 months. Failure of the successful bidder to furnish the security deposit shall constitute sufficient grounds for cancellation of the
award and forfeiture of the EMD. **Exemption from payment of Security Deposit will not be allowed under any circumstances.**

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

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

**4.29. Execution of Agreement**

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

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

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

4.31. **Corrupt or Fraudulent practices**

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

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

(i) ‘Corrupt practice’ mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.

(ii) ‘Fraudulent practices’ means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Corporation and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Corporation of the benefits of free and open competition.

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

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

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

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

5.3. Release of Purchase Order

Purchase Order shall be issued to the successful bidder only after furnishing Security Deposit and execution of agreement with the Corporation as per clause 4.28 and 4.29 of Instruction to Bidders.

5.4. Technical Specifications

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

5.5. Sample Acceptance

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

5.6 Supply

5.6.1 Supply of all the ordered School Bags commensurating with the technical specifications in Annexure I and the specifications of the Model of School Bag prescribed in Annexure I, II & II A to C shall be made within One Hundred and Twenty days (120 days) from the date of issue of the Purchase order or date of acceptance of the samples whichever is later. The entire supply shall be completed within the time schedule at the negotiated rates specified in the purchase order.
5.6.2 The entire quantity of the quality School Bag shall be delivered at the designated locations in each Block Head Quarters of each District in the State of Tamil Nadu in good condition. The Transit / Freight Charges, Insurance, all the Taxes, Loading and Unloading charges and all other incidental charges for the supply and delivery of the ordered goods in good condition to the designated locations shall be borne by the Successful Tenderer at his risk and cost.

5.6.3 The rejected quantity during Pre Inspection and Post Delivery sample testing by the inspection authorities should not be mixed with the cleared quantity for supply and should be kept separately in the manufacture premises of the supplier. The supplier should enclose certificate along with claim for payment certifying that the pre inspection and post delivery sample testing rejected quantity are kept separately without giving room for mixing with the cleared quantity in the manufacturing unit. The Third Party Inspection Agency (TPIA) who are appointed as pre inspection and testing agency should also verify whether the above procedure has been strictly followed by the supplier.

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

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

5.6.6. Delivery Schedule

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Period of Supply</th>
<th>Quantity to be supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 to 90 days</td>
<td>50% of the ordered quantity.</td>
</tr>
<tr>
<td>2</td>
<td>91 to 120 days</td>
<td>100% of the ordered quantity.</td>
</tr>
</tbody>
</table>

5.7. Sample Selection and Testing

5.7.1 Pre – Despatch Inspection

a) Pre-Despatch Inspections will be conducted at the premises of the Successful Tenderer ’s manufacturing units as specified in the tender
document (Annexure – VIII). The samples shall conform to the requirements of quality, colour, size, dimension and other test parameters as stipulated in Annexure I, II & II A to C of the tender document. If the sample fails the lab test the entire lot from which the sample was drawn shall be rejected.

b) The Successful Tenderer shall inform the Corporation through e-mail or in writing about the date of readiness of the supplies for the purpose of Inspection.

c) 3 samples of every lot representing 20,000 School Bags of each size (i.e.) Small, Medium and Large shall be taken at random by the representative of the Corporation and out of which one (1) sample of School Bag of each size (i.e.) Small, Medium and Large shall be subject to the Lab Test and clearance will be issued by the Corporation based on the lab test report, to the tenderer. Balance quantity, if any, above 5000 shall be subject to test.

d) The cost of all the above tests including the freight charges, traveling expenses and incidental expenses shall be borne by the Successful Tenderer.

e) If any substandard raw materials are found to be used by the Successful Tenderer, the Corporation, without prejudice to any other action that may be taken against the Successful Tenderer, shall terminate the Contract.

5.7.2 After Supply

a) It shall be the responsibility of the Successful Tenderer to ensure that the School Bags supplied and delivered by him are in good condition.

b) Random samples of the School Bags supplied shall be tested in an accredited laboratory by the Corporation for its suitability and utility with reference to the specifications given in Annexure I, II & II A to C. The dated acknowledgement for the delivery of the School Bags to the designated locations should be obtained from the respective Block Educational Officers / District Educational Officers.
c) The testing charges for the post supply samples have to be borne by the successful Tenderer. The total inspection and testing charges for pre and post supply shall be deducted from the bill of the successful Tenderer.

5.8 Insurance

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

5.9 Packing and Labeling

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

5.9.2. 32 non-hazardous pouches of School Bag shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit.

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

5.10. Warranty and Replacement

i. Warranty

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

The quality of **School Bag** supplied by the Successful Tenderer shall be in accordance with the Specifications as in the **Annexure I, II & II A to C**. If any defect is found pursuant to the post-supply laboratory tests in respect of the School Bag, the entire lot shall be rejected. The Successful Tenderer shall replace the rejected items with the new ones as per the instructions of the Corporation. Pre-inspection will again be conducted by the Third Party Inspection Agency at the premises of the successful Tenderer’s manufacturing units in respect of the quantities to be replaced.

**5.11. Payment Terms**

5.11.1 No advance payment shall be made.

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

5.11.3 The bill raised by the Successful Tenderer shall have all Registration Numbers printed on the Bill. The validity of the Tax Registration during the currency period of the Contract shall be the sole responsibility of the Successful Tenderer.

5.11.4 The Successful Tenderer shall submit the delivery reports along with delivery challans signed by the concerned DEOs/ BEOs with legible dated acknowledgement duly affixed with proper seal. The Corporation shall process the bill for payment of 80% of the bill only after completion of the supply of the entire quantity in a District. Based on the certificates issued by the Block Educational Officers / District Educational Officers and after the receipt of certificate of the testing of the random samples of the supplied School Bag issued by an accredited Lab specified in Clause 5.7.2. (b) of **Special Terms and Conditions of the Tender**, the bills will be admitted. The Corporation shall settle 80% of the bill within a reasonable time after
receipt of the hard copy of the delivery notes and the afore-said Certificates of Acceptance and Lab Tests. All the payments will be made through ECS to the supplier's bank account declared by him at the time of execution of agreement.

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

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

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

5.12. Penalty and Liquidated Damages

5.12.1 Penalty

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

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

**Liquidated Damages**

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

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

5.12.4 If the delay continues even after the period of 50% of the original supply period, the contract is liable to be cancelled at the discretion of the Managing Director in addition to imposing of a penalty of 5% of the value of delayed supply with applicable GST irrespective of the 10% of penalty already provided for in clause 5.12.1 of the special terms and conditions of the contract.

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

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

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

5.13. Termination of Contract

5.13.1 Termination For Default:

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

i. if the Successful Tenderer fails to deliver any or all of the goods within the time schedule specified in the Purchase Order, or within any extension thereof granted by the Corporation,

ii. if the Successful Tenderer fails to perform any of the obligation(s) under the Contract;

iii. if the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

b) If the Corporation terminates the Contract in whole or in part, the Corporation may procure, upon such terms and in such manner as it deems appropriate, the goods similar to those supplied and delivered and in that case the Successful Tenderer whose contract is terminated in whole or in part shall be liable to the Corporation for any additional costs involved in procuring and supplying the goods to the designated destinations. However, the Successful Tenderer shall continue the performance of the Contract to the extent not terminated. The Corporation
reserves the right to take further action against the Successful Tenderer whose Contract has been terminated in whole or in part.

5.13.2 Termination for Insolvency

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

5.13.3 Termination for Convenience

The Corporation may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days’ written notice and without compensation to the Successful Tenderer. The notice of termination shall specify that termination is for the Corporation’s convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences and damages for which the Successful Tenderer shall be liable for violation of the Contractual obligations.

5.14. Force Majeure

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

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

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

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

5.15. Appeal

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

5.16. Conciliation & Arbitration

5.16.1. Conciliation

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

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

In case of any dispute or difference arising between the Corporation and the Successful Tenderer relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the Arbitrator nominated by the Managing Director of the Corporation. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Managing Director of the Corporation shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo. The Arbitral Award shall be final and binding on both the Corporation and the Successful Tenderer. No part of the Contract shall be suspended by the Successful Tenderer on the ground of pendency of the Arbitral Proceedings.

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

5.17. Jurisdiction

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

To

The Managing Director
Tamil Nadu Textbook and Educational Services Corporation,
CHENNAI-600 006.

Sir,

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

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

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

I am / We are 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 certificate or to execute the Contract within the period of seven days as referred to above, the sum of Rs. 32,00,000/- (Rupees thirty two lakhs onlys) 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 thereupon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

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

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

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Corporation to procure the School Bag confirming to specifications.
Having fully understood the tender conditions and the above undertaking in this letter, we sign this ………………………..Day of ………………………………..at …………………………..

Yours faithfully,

Authorized Signature  :
Name & Title of Signatory:
.................................................................................................................................................................................................
Name of the Bidder  :
.................................................................................................................................................................................................
Address  : ...........................................................................................................................................................................................

Tenderer’s Signature with seal
### 7. TECHNICAL SPECIFICATIONS FOR SCHOOL BAG

#### ANNEXURE – I

## I COLOUR AND DIMENSIONAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>PROPERTY</th>
<th>Category-1 Small (1st-3rd std.)</th>
<th>Category-2 Medium (4th-7th std.)</th>
<th>Category-3 Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Dark Pink With Dark Grey,</td>
<td>Dark Navy Blue with Dark Orange,</td>
<td>Black with Dark Grey,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Colour Code:- Dark Pink –</td>
<td>Colour Code:- Dark Navy Blue –</td>
<td>Colour Code:- Black – PANTONE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PANTONE Pink C (or) Equivalent,</td>
<td>PANTONE 19-4025 TCX Mood Indigo</td>
<td>19-0303 TCX Jet Black (or)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dark Grey- PANTONE 17-0207 TPG</td>
<td>Dark orange- PANTONE 16-1360</td>
<td>Dark Grey – PANTONE 17-0207 TPG</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rock Ridge (or) Equivalent</td>
<td>TCX Nectarine (or) Equivalent</td>
<td>Rock Ridge (or) Equivalent</td>
</tr>
<tr>
<td>1.1</td>
<td>Colour of the Bag</td>
<td>Dark Navy Blue with Dark Orange</td>
<td>Dark Navy Blue – PANTONE</td>
<td>Dark Grey – PANTONE</td>
</tr>
<tr>
<td>1.2</td>
<td>Colour of the front pocket</td>
<td>Dark Pink with Dark Grey</td>
<td>Dark Orange</td>
<td>Dark Grey</td>
</tr>
<tr>
<td>1.3</td>
<td>Colour of the shoulder strip</td>
<td>Dark Grey</td>
<td>Dark Orange</td>
<td>Dark Grey</td>
</tr>
<tr>
<td>1.4</td>
<td>Colour of the adjustable belt</td>
<td>Dark Grey</td>
<td>Dark Navy Blue</td>
<td>Black</td>
</tr>
<tr>
<td>1.5</td>
<td>Colour of the beedings</td>
<td>Dark Grey</td>
<td>Dark Navy Blue</td>
<td>Black</td>
</tr>
<tr>
<td>1.6</td>
<td>Colour of the shoulder adjustable buckle</td>
<td>Dark Brown</td>
<td>Dark Brown</td>
<td>Dark Brown</td>
</tr>
<tr>
<td>1.7</td>
<td>Colour of the water bottle pocket</td>
<td>Net: Black Other: Dark Grey</td>
<td>Net: Black Other: Dark Orange</td>
<td>Net: Black Other: Dark Grey</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Elastic: Black</td>
<td>Elastic: Black</td>
<td>Elastic: Black</td>
</tr>
<tr>
<td>1.8</td>
<td>Colour of the zip &amp; runner</td>
<td>Dark Grey</td>
<td>Dark Navy Blue</td>
<td>Black</td>
</tr>
<tr>
<td>1.9</td>
<td>Colour of the ID card pocket</td>
<td>Colourless Transparent</td>
<td>Colourless Transparent</td>
<td>Colourless Transparent</td>
</tr>
<tr>
<td>1.10</td>
<td>Colour of the top handle</td>
<td>Dark Pink</td>
<td>Dark Orange</td>
<td>Dark Grey</td>
</tr>
<tr>
<td>1.11</td>
<td>Colour of the Belt Buckle</td>
<td>Dark Brown</td>
<td>Dark Brown</td>
<td>Dark Brown</td>
</tr>
<tr>
<td>1.12</td>
<td>Colour of the inner compartment</td>
<td>Black</td>
<td>Black</td>
<td>Black</td>
</tr>
</tbody>
</table>

#### 2 DIMENSIONS

##### 2.1 BAG

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>PROPERTY</th>
<th>Small (1st-3rd std.)</th>
<th>Medium (4th-7th std.)</th>
<th>Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>Length (Min.)</td>
<td>mm 330</td>
<td>mm 356</td>
<td>mm 406</td>
</tr>
<tr>
<td>2.1.2</td>
<td>Breadth (Min.)</td>
<td>mm 279</td>
<td>mm 305</td>
<td>mm 330</td>
</tr>
<tr>
<td>2.1.3</td>
<td>Total Depth (Min.) Border size</td>
<td>mm 152</td>
<td>mm 178</td>
<td>mm 178</td>
</tr>
<tr>
<td>2.1.4</td>
<td>First Compartment Depth (min)</td>
<td>mm 51</td>
<td>mm 51</td>
<td>mm 51</td>
</tr>
<tr>
<td>2.1.5</td>
<td>SecondCompartment Depth (min)</td>
<td>mm 102</td>
<td>mm 127</td>
<td>mm 127</td>
</tr>
<tr>
<td>2.1.6</td>
<td>Thickness of bag material (Min.)</td>
<td>mm 0.40</td>
<td>mm 0.40</td>
<td>mm 0.40</td>
</tr>
<tr>
<td>2.1.7</td>
<td>Thickness of the compartment Material (Min.)</td>
<td>mm 0.30</td>
<td>mm 0.30</td>
<td>mm 0.30</td>
</tr>
<tr>
<td>2.1.8</td>
<td>Weight (Min.)</td>
<td>gm 380</td>
<td>gm 470</td>
<td>gm 500</td>
</tr>
</tbody>
</table>

##### 2.2 FRONT POCKET

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>PROPERTY</th>
<th>Small (1st-3rd std.)</th>
<th>Medium (4th-7th std.)</th>
<th>Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.1</td>
<td>Length-Top to bottom (Min.)</td>
<td>mm 152</td>
<td>mm 178</td>
<td>mm 203</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Breadth-Right to left (Min.)</td>
<td>mm 203</td>
<td>mm 203</td>
<td>mm 241</td>
</tr>
<tr>
<td>2.2.3</td>
<td>Depth (Min.)</td>
<td>mm 51</td>
<td>mm 57</td>
<td>mm 64</td>
</tr>
</tbody>
</table>

##### 2.3 SHOULDER STRIP-Lengthwise stitched at the edges along with foam

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>PROPERTY</th>
<th>Small (1st-3rd std.)</th>
<th>Medium (4th-7th std.)</th>
<th>Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3.1</td>
<td>Length (Min.)</td>
<td>mm 279</td>
<td>mm 305</td>
<td>mm 356</td>
</tr>
<tr>
<td>2.3.2</td>
<td>Breadth (Min.)</td>
<td>mm 51</td>
<td>mm 51</td>
<td>mm 51</td>
</tr>
<tr>
<td>2.3.3</td>
<td>Thickness-Including foam (Min.)</td>
<td>mm 6.5</td>
<td>mm 6.5</td>
<td>mm 6.5</td>
</tr>
<tr>
<td>2.3.4</td>
<td>Hooke free length (Min.)</td>
<td>mm 191</td>
<td>mm 191</td>
<td>mm 191</td>
</tr>
</tbody>
</table>

##### 2.4 WATER BOTTLE POCKET

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>PROPERTY</th>
<th>Small (1st-3rd std.)</th>
<th>Medium (4th-7th std.)</th>
<th>Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.1</td>
<td>Length</td>
<td>mm 203</td>
<td>mm 203</td>
<td>mm 229</td>
</tr>
<tr>
<td>2.4.2</td>
<td>Depth at the bottom (Min.)</td>
<td>mm 32</td>
<td>mm 32</td>
<td>mm 32</td>
</tr>
<tr>
<td>2.4.3</td>
<td>Diameter of elastic on stretching (Min.)</td>
<td>mm 191</td>
<td>mm 191</td>
<td>mm 203</td>
</tr>
</tbody>
</table>
2.5 ZIP

2.5.1 COMPARTMENT ZIP

| 2.5.1.1 First Compartment Zip Length (Min.) | mm | 457 | 483 | 508 |
| 2.5.1.2 Zip size | No.8 |
| 2.5.1.3 Second Compartment Zip Length (Min.) | mm | 457 | 483 | 508 |
| 2.5.1.4 Zip size | No.8 |

2.5.2 FRONT POCKET ZIP

| 2.5.2.1 Zip Length (Min.) | mm | 203 | 203 | 241 |
| 2.5.2.2 Zip size | No.8 |

2.5.3 RUNNER HANDLE

| 2.5.3.1 Length (±1) | mm | 40.0 | 40.0 | 40.0 |
| 2.5.3.2 Width (Min.) | mm | 10.0 | 10.0 | 10.0 |
| 2.5.3.3 Thickness (Min.) | mm | 2.00 | 2.00 | 2.00 |
| 2.5.3.4 Weight of runner handle with head (Min.) | gm | 6.0 | 6.0 | 6.0 |

2.6 ID card

| 2.6.1 Length (Min.) | mm | 108 |
| 2.6.2 Width (Min.) | mm | 76 |

2.7 STITCHED EDGES PIPE BEADING

| 2.7.1 Diameter (Min.) | mm | 3.0 |

2.8 TOP HANDLE

| 2.8.1 Length (Min.) | mm | 140 |
| 2.8.2 Breath / Diameter (Min.) | mm | 32 |

2.9 ADJUSTABLE BELT-free end triple folded and stitched to prevent slippage of belt with triple fold

| 2.9.1 Length (Min.) | mm | 559 | 584 | 610 |
| 2.9.2 Breath (Min.) | mm | 32 |
| 2.9.3 Thickness (Min.) | mm | 1.00 | 1.00 | 1.00 |
| 2.9.4 Weight/meter (Min.) | gm/m | 12.0 | 12.0 | 12.0 |

2.10 Shoulder Adjustable Belt Buckle

II MATERIAL SPECIFICATION

3. MATERIAL

3.1 BAG

| Outer layer | -- | Polyethylene Terephthalate (PET) |
| Inner layer | -- | Polyethylene Terephthalate (PET) |

3.2 COMPARTMENT

| Outer layer | -- | Polyethylene Terephthalate (PET) |
| Inner layer | -- | Polyethylene Terephthalate (PET) |

3.3 FRONT POCKET

| Outer layer | -- | Polyethylene Terephthalate (PET) |
| Inner layer | -- | Polyethylene Terephthalate (PET) |

3.4 SHOULDER STRIP

| Outer layer | -- | Polyethylene Terephthalate (PET) |
| Inner layer | -- | Polyethylene Terephthalate (PET) |

3.5 WATER BOTTLE POCKET

| Outer layer | -- | Polyethylene Terephthalate (PET) |
| Inner layer | -- | Polyethylene Terephthalate (PET) |
| Net | -- | Polyethylene Terephthalate (PET) |

43

TNETBESC.Chennai -6

Tenderer’s Signature with seal
TENDER REF. RC. No. :999/PUR-II/2020

<table>
<thead>
<tr>
<th>3.7</th>
<th>RUNNER</th>
<th>Powder coated metal</th>
<th>Powder coated metal</th>
<th>Powder coated metal</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8</td>
<td>ID CARD</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>3.9</td>
<td>STITCHED EDGES PIPE BEEDING</td>
<td>--</td>
<td>HDPE</td>
<td>HDPE</td>
</tr>
<tr>
<td>3.10</td>
<td>TOP HANDLE</td>
<td>--</td>
<td>Top and bottom surface made out of PVC coated polyester fabric with 6mm thick softXLPE Foam (Lifting Area).</td>
<td>Top and bottom surface made out of PVC coated polyester fabric with 6mm thick softXLPE Foam (Lifting Area).</td>
</tr>
<tr>
<td>3.11</td>
<td>ADJUSTABLE BELT</td>
<td>Polypropylene knitted fabric</td>
<td>Polypropylene knitted fabric</td>
<td>Polypropylene knitted fabric</td>
</tr>
<tr>
<td>3.12</td>
<td>SHOULDER ADJUSTABLE BELT BUCKLE</td>
<td>High Impact Polystyrene (or) Nylon</td>
<td>High Impact Polystyrene (or) Nylon</td>
<td>High Impact Polystyrene (or) Nylon</td>
</tr>
</tbody>
</table>

### III. PROPERTY SPECIFICATIONS

#### 4.1 Bag Material (Outer Material)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Category-1 Small (1st-3rd std.)</th>
<th>Category-2 Medium (4th-7th std.)</th>
<th>Category-3 Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breaking strength (Min.)</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Tear resistance (Min.)</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>GSM (g/m²)</td>
<td>400</td>
<td>400</td>
<td>400</td>
</tr>
<tr>
<td>Colour Fastness To Water, Min</td>
<td>Grade 3</td>
<td>Grade 3</td>
<td>Grade 3</td>
</tr>
<tr>
<td>Colour fastness to rubbing (crock meter), min</td>
<td>Grade 3</td>
<td>Grade 3</td>
<td>Grade 3</td>
</tr>
</tbody>
</table>

#### 4.2 Compartment Material (Inner Material)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Category-1 Small (1st-3rd std.)</th>
<th>Category-2 Medium (4th-7th std.)</th>
<th>Category-3 Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breaking strength (Min.)</td>
<td>45</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td>Tear resistance (Min.)</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>GSM (g/m²)</td>
<td>300</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>Colour Fastness To Water, Min</td>
<td>Grade 3</td>
<td>Grade 3</td>
<td>Grade 3</td>
</tr>
<tr>
<td>Colour fastness to rubbing (crock meter), min</td>
<td>Grade 3</td>
<td>Grade 3</td>
<td>Grade 3</td>
</tr>
</tbody>
</table>

#### 4.3 Zip Materials

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Category-1 Small (1st-3rd std.)</th>
<th>Category-2 Medium (4th-7th std.)</th>
<th>Category-3 Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lateral Strength Of Slide Fastener (Zip), Min</td>
<td>40</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Resistance Of Slide Fastener To Repeated Opening And Closing (Zip), Min</td>
<td>1000</td>
<td>1000</td>
<td>1000</td>
</tr>
<tr>
<td>Strength Of Slide Fastener Pullers (Zip), Min</td>
<td>250</td>
<td>250</td>
<td>250</td>
</tr>
</tbody>
</table>

#### 4.4 Bag

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Category-1 Small (1st-3rd std.)</th>
<th>Category-2 Medium (4th-7th std.)</th>
<th>Category-3 Large (8th-12th std.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Static Load Bearing Capacity For 1 Hour</td>
<td>No damage to the Bag at 10 Kg</td>
<td>No damage to the Bag at 15 Kg</td>
<td>No damage to the Bag at 20 Kg</td>
</tr>
<tr>
<td>Shoulder strap Joint pulling strength (Top back strap), Min.</td>
<td>25</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Attachment Strength Of Adjustable Belt and Buckle, Min</td>
<td>25</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Top Handle Attachment Strength, Min</td>
<td>25</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Seam Strength, Min</td>
<td>25</td>
<td>25</td>
<td>25</td>
</tr>
</tbody>
</table>

TNTBESC.Chennai -6

Tenderer’s Signature with seal
Note:
1. Stitch length: 6 stitches / inch for all stitches (To have better strength the joints should be double and triangle stitched wherever needed appropriately and especially in top handle and shoulder strip).
2. Second compartment should be provided adjacent to the Front Pocket.
3. Thread used: Spun Polyester TKT 30.
5. Polyester zip with putty 20.0 gms per meter grade has to be used.
6. Adjustable strip must be stitched along the centre bottom.

SIGNATURE OF THE TENDERER WITH SEAL
ANNEXURE – II

DRAWINGS

MODEL OF SCHOOL BAG SIZE WISE

(3D Coloured Diagram with specifications)

TOP HANDLE

ID CARD

BAG LENGTH

BAG BREADTH

FRONT POCKET

FRONT POCKET LENGTH

FRONT POCKET BREADTH

WATER BOTTLE POCKET
ANNEXURE – II A

MODEL OF SCHOOL BAG SIZE WISE

(3D Coloured Diagram with specifications)

Dimensions for Zip Location at the Top Side

- 140 mm
- 6.4 mm
- 13 mm
- 32 mm
- 19 mm
- 13 mm
- 19 mm
ANNEXURE – II B

MODEL OF SCHOOL BAG SIZE WISE

(3D Coloured Diagram with specifications)

Top Handle

19 mm

Hook

Shoulder Strip Pad

Shoulder Strip Adjuster

Adjustable Strip
ANNEXURE – II C

MODEL OF SCHOOL BAG SIZE WISE

(3D Coloured Diagram with specifications)

Signature of the Tenderer with Seal
9. RAW MATERIALS

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

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

Signature of the Tenderer with Seal
10. Testing Procedures

ANNEXURE – IV

Procedure for Static load bearing capacity of the bag

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

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

Apparatus and materials

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

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

Signature of the Tenderer with Seal

TNTBESC.Chennai -6

51

Tenderer’s Signature with seal
ANNEXURE – V

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

Scope

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

Principle

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

Apparatus and materials

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

Preparation of test specimen

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

Procedure

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

Signature of the Tenderer with Seal
Annexure-VI

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

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

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

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

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

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

Procedure for Top Handle attachment strength

Scope

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

Principle

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

Apparatus and materials

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

Preparation of test specimen

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

Procedure

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

Signature of the Tenderer with Seal

TNTBESC.Chennai -6

Tenderer’s Signature with seal
11. STATEMENTS, DECLARATONS AND FORMATS

ANNEXURE - VIII

PROFILE OF THE TENDERER

The Tenderer shall furnish the following details without fail.

a) Name of the Organization :

b) Nature of the Organization :
   (i.e. Public Sector Undertaking / Public Ltd / Private Ltd Company/ Individual Proprietor /partnership firm etc.,)

c) Number and Year of Registration / Incorporation (Copy of Certificate of Incorporation shall be enclosed)

d) Address of the Registered Office of the Company with Phone, Fax, and Email ID.

e) Address of the Manufacturing Units with phone, Fax, and Email ID.

f) Audited annual report for the last three financial years (2016-17 to 2018-19):
   (Copy of the same along with Technical Bid shall be enclosed).

g) A copy of PAN Card attested by the Company Secretary or Managing Director or the Auditor shall be enclosed.

h) A copy of registration Certificate of GST attested by the Company Secretary or Managing Director or the Auditor shall be enclosed.

i) Bank details:
   Bank name :
   Branch :
   Account No :
   IFSC :
   MICR :

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

ANNUAL TURNOVER CERTIFICATE

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

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Years</th>
<th>Turnover in lakhs (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2016-2017</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2017-2018</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2018-2019</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Turnover</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average Annual Turnover</td>
<td></td>
</tr>
</tbody>
</table>

Date:
Seal:

Signature of the Tenderer with Seal

Signature of The Auditor / Chartered Accountant
(Name in Capital with Registration Number)
## ANNEXURE - X

### PAST EXPERIENCE

**STATEMENT OF SUPPLY ORDERS EXECUTED DURING THE PAST THREE YEARS (2016-17 TO 2018-19).**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name &amp; address of the Organisation</th>
<th>Purchase Order No. &amp; Date</th>
<th>Quantity of School bag</th>
<th>Value of Order (Rs. in Lakhs)</th>
<th>Scheduled date of completion of order</th>
<th>Actual date of completion of order</th>
<th>Invoice No. &amp; Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

TNTBESC.Chennai -6

Tenderer’s Signature with seal
ANNEXURE - XI

DECLARATION

I / We ...................... having the registered office at .........................

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

Signature of the Tenderer
with Seal
ANNEXURE - XII

Date :

DECLARATION

I/We ........................................................................................................................................
having the registered office at...................................................... declare that I/we have carefully read and accept all the terms and conditions of Tender floated by the Tamil Nadu Textbook and Educational Services Corporation, Chennai vide Tender Ref.No.999/PUR-II/2020 for the purchase of 75.47 lakh School Bag strictly conforming to the specifications as given in the Tender Document and I / we shall abide by all the conditions set forth therein. I/we also undertake to take back the rejected defective and the test-failed School Bag at our risk & cost and replace the same within the stipulated time as per instructions of Tamil Nadu Textbook and Educational Services Corporation, Chennai.

Signature of the Tenderer with Seal

TNTBESC.Chennai -6

Tenderer’s Signature with seal
SELF CERTIFICATION ON SAMPLE SUBMISSION

Certified that three samples of School Bags in each size as in clause 4.4.7 and raw materials submitted with the tender documents 2020-21 conforms to the technical specifications prescribed in Annexure I, II & II A to C & III

Signature of the Tenderer with Seal
ANNEXURE - XIV

DECLARATION

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

I am aware that as per Tender conditions, the minimum production capacity should be **3,77,350 Nos of School Bag per annum**.

Signature of the Tenderer with Seal
ANNEXURE – XV

Date:

CERTIFICATE

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

Signature of the Tenderer with Seal
ANNEXURE – XVI

FORMAT FOR AVAILABILITY OF CASH CREDIT FACILITIES - BANK CERTIFICATE

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

If the contract for the work, SUPPLY OF COST-FREE SCHOOL BAG to the School Children studying in Government & Aided Schools in Tamil Nadu for the year 2020-2021 is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. . . . . . . . to meet their working capital requirements for executing the above contract.

Place: Signature:
Date: Name of Authorised signatory
Designation with seal
Address of the Bank

TNTBESC.Chennai -6 Tenderer’s Signature with seal
ANNEXURE - XVII

12. BANK GUARANTEE FOR SECURITY DEPOSIT

To: __________________________________________ [name of Employer]
____________________________________________________________________ [address of Employer]

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Tenderer, up to a total of __________________________ [amount of guarantee] i.e. __________________________ [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] i.e. __________________________ 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.

TNTBESC.Chennai -6

Tenderer’s Signature with seal
This guarantee shall be valid until **24** Calendar months from the date of issue of Bank Guarantee.

Signature and seal of the guarantor _____________________________
Name of Bank _____________________________
Address _____________________________
Date _____________________________

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

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

THIS AGREEMENT made the _____ day of --------, 2020 between TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION, E.V.K. SAMPATH MAALIGAI, NO.68, COLLEGE ROAD, CHENNAI represented by the Member Secretary (Purchaser) of one part and _________________ (Name and Address of Supplier) represented by_____________________________ (Supplier) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

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

TNTBESC.Chennai -6 Tenderer’s Signature with seal
(i) Purchase Order
(j) All Addendum issued and replies to queries and any other clarifications issued by the Corporation as forming part of the contract

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

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

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

<table>
<thead>
<tr>
<th>Name of the material</th>
<th>Size</th>
<th>Quantity allotted</th>
<th>Accepted Rate (Rs.)</th>
<th>Total Value Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

7. The supplier should supply the above material strictly as per the Terms and Conditions and technical specifications (as per Annexure) stipulated in the Tender document within one hundred and Twenty days (120) from the date of issue of Purchase Order.
8. The Corporation reserves the right to withhold the GST amount charged by the supplier in the Tax invoices submitted to the Corporation in the event of failure by the supplier in the Tax invoices submitted to the Corporation in the event of failure by the supplier to pay the GST amount to the Government or/and in the event of such amount paid by the supplier as GST are not reflected in the returns against, the Corporation’s name mandated under the law.

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

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

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

(Signature of the Purchaser with Name and Address) (Signature of the supplier with Name and Address)

Address with office seal in the presence of Witnesses:

1) ……………………………………….
   ……………………………………….
   ……………………………………….
2) ……………………………………….
   ……………………………………….
   ……………………………………….

TNTBESC.Chennai -6
Tenderer’s Signature with seal
PART – B

14. PRICE BID

(TO BE FURNISHED IN PART – B COVER)

SCHEDULE OF RATES – RATE PER SCHOOL BAG AS PER TENDER SPECIFICATIONS INCLUSIVE OF DELIVERY AT DESIGNATED LOCATIONS.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Rate per School Bag</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Small (Rs. in figure) &amp; words</td>
</tr>
<tr>
<td>1</td>
<td>Basic Cost</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GST</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Others (to be specified)</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COST

Total amount (Rs. in Words)

Signature of the Tenderer with Seal

TNTBESC.Chennai -6

Tenderer’s Signature with seal