



TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

TENDER DOCUMENT

**FOR SUPPLY AND INSTALLATION OF 4161 Nos. OF AUTOMATIC
ELECTRICAL SANITARY NAPKIN INCINERATORS
IN 3334 GOVT. HIGH SCHOOLS AND HIGHER SECONDARY
SCHOOLS IN TAMIL NADU ON ANNUAL RATE CONTRACT BASIS.**

1.	ADVERTISED ON	:	06.03.2018
2.	PRE-BID MEETING	:	20.03.2018 at 3.00 p.m
3.	LAST DATE & TIME FOR SUBMISSION OF TENDER	:	06.04.2018 up to 03.00 p.m
4.	DATE & TIME OF OPENING OF TECHNICAL BIDS	:	06.04.2018 at 03.30 p.m

TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

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TENDER DOCUMENT**FOR****THE SUPPLY AND INSTALLATION OF 4161 NUMBERS OF AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS IN 3334 SCHOOLS IN TAMILNADU****TABLE OF CONTENTS**

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TAMIL NADU TEXT BOOK AND EDUCATIONAL SERVICES CORPORATION

1. SCOPE OF TENDER

Supply and Installation of 4161 Numbers of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS in 3334 Schools:

In order to implement the announcement of the Hon'ble Minister for School Education pertaining to the **SCHEME OF SUPPLY AND INSTALLATION OF AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS** to 3334 Government High Schools & Higher Secondary Schools in Tamil Nadu, the Tamil Nadu Text Book and Educational Services Corporation, hereinafter, called as the Corporation, has been entrusted with the task of procuring quality **AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS** and installing the same in time 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.

The Tamil Nadu Text Book and Educational Services Corporation has proposed to procure **4161 Nos.** of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS by entering into Rate Contract as per specifications laid down in the Tender Documents.

The successful Tenderers shall be empanelled as part of the rate contract & shall supply and install the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS at the designated locations.

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

The successful Tenderers shall work closely with the Government of Tamil Nadu and the Tamil Nadu Text Book and Educational Services Corporation in achieving the scheduled targets.

TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION,
CHENNAI-600 006.

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2. NOTICE INVITING TENDER

Rc.No.11088/C1/2017

Sealed tenders are invited from the manufacturers of Automatic Electrical Sanitary Napkin Incinerators. National bidding will be conducted under two cover system confirming to Tamil Nadu Transparency in Tenders Act-1998 and Tamil Nadu Transparency in Tenders Rules 2000.

1.	Name of the work	:	Supply and Installation of 4161 Nos. of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS in 3334 Govt, High Schools and Higher Sec. Schools in Tamil Nadu on an Annual Rate Contract basis.
2.	Cost of Tender Document	:	Rs.15,750/- (Rupees Fifteen Thousand Seven Hundred and Fifty only) inclusive of GST. Payable in the form of Demand Draft/Pay Order drawn from a Nationalised /Scheduled Bank in favour of “ Tamil Nadu Textbook and Educational Services Corporation ” payable at Chennai.
3.	Tender Documents Available at	:	Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, No.68, College Road, Chennai-600 006. The same may also be downloaded free of cost from the following websites: a) http://www.textbookcorp.tn.nic.in b) http://www.tenders.tn.gov.in
4.	Sale period of Tender Document	:	On all working days from 06.03.2018 to 05.04.2018 between 10 a.m. and 5.00 p.m.
5.	Earnest Money Deposit (EMD)	:	Rs.5.00 lakhs (Rupees Five Lakhs only)

6.	Date of Pre-Bid Meeting	:	20.03.2018 at 3.00 p.m.
7.	Last Date and Time for Submission of Tender	:	06.04.2018 upto 03.00 p.m
8.	Due date and time for opening of Technical Bids	:	06.04.2018 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 entering into 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 Text Book 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.

The Tenderers are requested to view the above websites for any changes / amendments / corrigendum in the Tender which may be issued upto 2 days before the last date for submission of the Tender.

Managing Director,
Tender Inviting Authority,
Tamil Nadu Text Book and Educational
Services Corporation,
Chennai – 600 006

3. SPECIAL INSTRUCTION FOR SUBMISSION OF TECHNICAL BIDS & CHECK LIST

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.
2. The notarized copies of Performance Certificate and Bankers certificates enclosed for the bids should be identified as the documents submitted by the bidder over the signature with office seal.
3. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
4. Bidder should produce the originals for the Performance / client certificate for verification when ever required with the copies of those certificates enclosed along with the bid.

The downloaded documents shall be properly page numbered and spiral bounded and submitted along with necessary documents free of cost.

TENDERERS SHALL FILL IN THE CHECK LIST GIVEN BELOW**I. PART – A COVER – (TECHNICAL BID)**

SL. NO.	DESCRIPTION	Please state Yes or No in writing	Please indicate the relevant page no.
1.	Whether the Tender is submitted in two envelopes as Part-A Cover (Technical Bid) and Part-B Cover (Price Bid)?		
2.	Whether Letter of Authorization / Power of Attorney for signing the Tender Document is enclosed on a Non-Judicial Stamp Paper of value of not less than Rs.100/-?		
3.	Whether Profile of the Company is enclosed?		
4.	Whether Earnest Money Deposit (EMD) of Rs. Rs.5,00,000/- (Rupees Five Lakhs only) in the form of Demand Draft drawn on any Nationalised Bank / Scheduled Bank in favour of the "Tamil Nadu Text Book and Educational Services Corporation, Chennai," payable at Chennai is enclosed?		
5.	Whether duly attested Photo copy of the Certificate of Registration under GST is enclosed?		
6.	Whether Audited Balance sheet and Profit & loss statement duly certified indicating the Annual Turnover as per Annexure-III in case of Bidder is enclosed?		
7.	Whether Photo copy of the latest Income Tax Return duly signed by the Auditor is enclosed?		
8.	Whether documentary evidence in support of the production capacity of the Tenderer is enclosed?		
9.	Whether Declaration in Annexure-IV for not having been blacklisted either by Tamil Nadu Text Book and Educational Services Corporation or by any other Govt. / Govt. undertaking is enclosed?		
10.	Whether Declaration in Annexure-V duly signed by the Tenderer is enclosed?		

11.	Whether the Tender Document in original are duly signed in each page?		
12.	Whether a Video CD covering the entire manufacturing process of the Company from the raw material stage to the finished product is furnished?		
13.	Whether documentary proof for manufacturing of the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR at least for the last three years has been enclosed?		
14.	Whether a list of Lab Equipments available in the Tenderer's manufacturing Units is furnished?		
15.	Whether a list of Plant and Machinery available in the Tenderer's manufacturing units is furnished?		
16.	Whether a Self Certificate of Quality in Annexure-VI is enclosed?		
17.	Whether a Certificate in Annexure - VII assuring to supply the minimum quantity prescribed in the Tender is enclosed?		
18.	Whether a Declaration in Annexure VIII that Tender forms downloaded from the website have not been tampered is enclosed?		
19.	Whether the cash credit facility in the prescribed format in Annexure IX obtained from the bank / If no cash credit facility are required declaration in Annexure-X is enclosed?		
20.	Whether One sample of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR as per specifications are furnished?		
21.	Whether a summary of list of invoices to show minimum supply history has been enclosed?		

II. PART - B COVER (PRICE-BID)

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

4. GENERAL INSTRUCTIONS TO THE BIDDERS

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.

2. Definition of Terms and Expansion of Abbreviations :

1.	Tenderer/Bidder	Tenderer / Bidder means who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer who is empanelled as part of the rate contract through the tender process and whose offer is accepted by the Tender Accepting Authority. (at the price arrived at by the corporation after negotiation with L1.)
3.	Manufacturer	Manufacturer means the firm which manufactures the items by way of producing each item at his manufacturing plant or makes the Assembly of all components at its plant.
4.	Day	A day means a calendar day.
5.	Cost	Cost means the total cost to be incurred by the Corporation towards the purchase of Automatic Electrical Sanitary Napkin Incinerators.
6.	Purchaser	Purchaser means the Tamil Nadu Text Book and Educational Services Corporation, on behalf of the Government of Tamil Nadu.
7.	Delivery Point	Delivery point means designated location at 1896 Government High Schools and 1438 Government Higher Secondary Schools in the State of Tamil Nadu.
8.	TNTB&ESC	Tamil Nadu Text Book and Educational Services Corporation
9.	Automatic Electrical Sanitary Napkin Incinerators	AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS as specified in the Annexure I in the Tender Document.
10.	Size	As per Tender Specifications
11.	EMD	Earnest Money Deposit
12.	SD	Security Deposit

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 Tenderer
- vii. Specifications
- viii. Drawings
- ix. Statements and Declarations
- x. Price bid.

4. Qualification Criteria:

1. Minimum Eligibility Requirements:

The Tenderer shall be a manufacturer of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR atleast for a period of 3 years as on 31.03.2017 and shall possess valid registration for the manufacture of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR issued by the competent Authority. **(Copy of valid Certificate of Registration under the relevant laws should be enclosed)**

2. Turnover:

The Average Annual Turnover of the bidder during any three consecutive financial years from 2013-14 to 2016-17 shall not be less than Rs.1.00 Crore **(Attach certificate from Chartered Accountant along with audited balance sheet for last 3 financial years)**

3. Manufacturing Capacity:

The Tenderer shall have the production capacity of minimum of **10% (416 Nos.)** of the Tendered Quantity of **4161 Nos.** AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS Per Annum during the last 3 Years as on 31.03.2017 as per the specifications.

4. Past Experience:

The Tenderer should have supplied at least @ 5% (**208 Nos.**) of the Tendered quantity of **4161 Nos.** of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS in any one of the last 3 years prior to 31.03.2017. **(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).**

5. Minimum Quantity to be offered: The Tenderer shall offer to supply not less than **60%** (**2497 Nos.**) of the Tendered Quantity of **4161 Nos.**

6. Credit Facility: The Tenderer shall have minimum cash credit facility of **Rs.1.00 Crore** exclusively for this work duly certified by the banker. **(The Original Certificate in prescribed format issued by the Bank should be enclosed).** If no such credit facility is required for the Tenderer, a declaration to the above facts should be enclosed.

7. Samples adhering to Specifications: The Tenderer shall furnish **One** sample of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS confirming to specifications prescribed and enclose the duly filled-in Declaration / Certificates as given in the Annexure in the Tender Document.

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%**.

6. Pre-Bid Meeting:

There will be a **Pre Bid meeting on 20.03.2018 at 3.00 p.m in the Tamil Nadu Text Book 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, if any, in writing 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 as the Corporation may not be able to identify and communicate with the prospective Bidders at this stage. Failure to attend the Pre-Bid meeting is not a disqualification, as it is optional. In response to the relevant query of the prospective Tenderer, clarification will be given in writing. Only the clarifications given in writing shall be valid.

7. Clarification regarding the Tender Conditions:

- a) A prospective Bidder requiring any clarification with respect to any Tender condition may address the Tender Inviting Authority by letter and he will respond in writing to any relevant query regarding the Tender conditions. However correspondence in this regard or delay in getting reply from the Corporation shall not be taken as an excuse for delayed submission of tender or non submission of tender.
- b) The clarifications to the relevant queries will also be uploaded on the website of the Corporation.

8. Amendments to the Tender:

- (a) Tamil Nadu Text Book and Educational Services Corporation reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Bidders, solely at its discretion up to 48 hrs before 06.04.2018 (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.nic.in>
- (b) Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing/e-mail/facsimile to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Corporation.

- (c) At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigenda, if any, issued subsequent to the date of Notice Inviting Tender.
- (d) All the Bidders must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Tamil Nadu Text Book and Educational Services 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.

9. Language of the Bid:

The bid prepared by the bidder as well as all correspondence and documents relating to the bid shall be written in English language only.

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.

11. Downloading of Tender Document:

- (a) The tender document can be downloaded from the websites <http://www.tenders.tn.gov.in> (or) <http://www.textbookcorp.tn.nic.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 rejected.
- (b) The Tenderer shall download corrigendum, if any, published subsequently and submit along with the tender. Otherwise the tender will be rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum / amendment issued and uploaded on the above websites.
- (c) 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 black listed from participating in the subsequent tenders. Besides such Tenderers are liable to be prosecuted.

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 tendering incurred by the Tenderer, irrespective of the outcome of the tenders.

13. Bid Validity

1. Bid shall remain valid for a period not less than **one hundred and twenty days (120 days)** after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.

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.

14. Earnest Money Deposit (EMD):

1. An Earnest Money Deposit of **Rs.5,00,000/-** (Rupees Five 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 Text Book and Educational Services Corporation, Chennai -6** payable at **Chennai. The Bank Guarantee towards EMD will not be accepted.**
2. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned after the award of the Contract pursuant to the selection of the Successful Tenderer and on written request from the unsuccessful Tenderer.

The Earnest Money Deposit amount held by the Corporation will not fetch any interest till it is refunded to the unsuccessful tenderers.

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. Any tender not accompanied by Demand Draft towards Earnest Money Deposit as in sub clause (14.1) above shall be rejected summarily by the Corporation.
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 24(1).
6. Further the Corporation will blacklist the successful Tenderer without prejudice to any action that may be taken against the successful Tenderer.

15. Submission of Tender:

1. Submission of Tender in Two Cover System:

Tender shall be submitted in two parts in original i.e Part-A and Part-B. The Part-A cover shall contain the EMD and Technical Bid as per clause 15(2) and superscribed on the envelope as Part-A Technical Bid - "Tender for supply and installation of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS on Annual Rate Contract basis". On the Part-A cover, the Name and Address of the Tenderer shall be written and sealed. The Part-B cover shall contain the Price-Bid-superscribed on the envelope as Part-B Price Bid - "Tender for supply and installation of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS 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 Installation of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS on Annual Rate Contract basis**” 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 of the 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.

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

- (a) Covering Letter.
- (b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.
- (c) Crossed Demand Draft/Pay order towards EMD.
- (d) **Annexure I to X** towards 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 shall be on a Non-Judicial Stamp Paper of value of not less than Rs.100/-. In the case of Public Sector Undertaking / 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) Copies of I.T. Returns 2014-15 to 2016-17 **(self attested Photo copies to be enclosed).**
- (h) GST Registration Certificate and PAN Card **(Self attested Photo Copies to be enclosed).**
- (i) Complete Audited Accounts with Profit and Loss, Balance sheet for the last 3 years from 2014-15 to 2016-17 **(Self attested Photo copies to be enclosed)**
- (j) All the required documents including Performance Certificate obtained from the Client for qualification criteria given in this tender along with other required documents and the enclosures as per the Check List shall be enclosed. **(Photo copies to be enclosed)**
- (k) **One** Sample of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR **(The sample shall be tagged with detachable identity card or mark. No printing or writing with indelible ink on the sample is permissible).**

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

- (a) Covering letter.
- (b) Bid Price 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 all inclusive 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. 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) Any alterations, corrections or overwriting in the Tender document shall be treated valid only if they are authenticated by full signature of the person authorized to sign the tender.

16. Extension of period of Contract:

The rates quoted in the Tender shall be valid for a period of **One** year from the date of execution of the agreement. However, the Managing Director of Tamil Nadu Text Book and Educational Services Corporation may extend the period of contract for further one year on the same terms and conditions.

17. Mode of Submission of sample:

- a) The Tenderer shall submit **One** sample of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR manufactured as per the specifications given Annexure I of the Tender Document along with Part- A cover (Technical Bid).
- b) Tenders received without sample shall be summarily rejected.

18. Modification and Withdrawal of Tenders:

- (a) Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.
- (b) The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- (c) No Tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.
- (d) 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.

19. Opening of Tenders:

- a) 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.
- b) 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.
- c) Envelops marked withdrawal shall be opened and read out first and their Tender shall not be opened. Subsequently all envelopes marked 'Modification' shall be opened and the submission therein shall be read out.
- d) 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.
- e) Part- A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.

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.

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.

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.

21. Sample Testing for Tender Evaluation:

- a) The Tenderer shall submit **One** sample of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR manufactured as per the technical specifications given in Annexure I of the Tender document. The sample shall be tested by **the Corporation** in any of the Government laboratory / Reputed Institutions.
- b) The following Tests of the sample of the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR shall be conducted by one of the aforesaid laboratories.
 - i. Quality tests in respect of the samples.
 - ii. Whether the quality, colour, size, dimension and measurement of the samples are in conformity with the Technical specifications and other test parameters prescribed in the Tender document as in **Annexure I**.
- c) 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.

22. Site Visit:

- a) The authorised representative of the Corporation shall visit the manufacturing units of all the Technically Qualified Tenderers to verify the manufacturing capacity, the availability of the plant, machinery and manpower, the infrastructure facility including the quality testing, 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 Technically Qualified Tenderers filed along with the Tender.

- b) If the report of the Field Inspection / Site Visit is adverse, the Technically Qualified Tenderer shall be disqualified and the Price Bid of such Tenderer shall not be opened.

23. Opening of Price Bid (Part - B Cover):

- a) Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.
- b) The date, time and venue of opening of Part - B Cover i.e. Price Bid will be intimated separately to the qualified eligible Tenderers.
- c) The Price Bid will be opened on the intimated date and time in the presence of the Tenderers or their authorised representatives.

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 Tamilnadu Tender Transparency Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000.

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, CGST & IGST, the price shall be determined as inclusive of SGST, CGST & 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 may 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.

2. The Corporation is empowered to negotiate with the L1 Tenderer. In case where two or more Tenderers quoted the same price, the Tender Accepting Authority shall negotiate with L1 bidders.

3. All eligible suppliers who accept the L1 rate shall be enlisted by the corporation for delivery of goods.

4. 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.

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 with whom negotiations were made. The apportionment of the bulk quantity of the goods to be procured as specified in **Clause 24 (3)** shall be done only with the approval of the Board of Governors based on the manufacturing capacity. The Board of Governors of the Corporation is also the Appellate Authority.

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.

27. Letter of Acceptance:

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

28. Payment of Security Deposit (SD):

- a) 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 10 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 Text Book and Educational Services Corporation, Chennai-600 006 payable at Chennai or it may be in the form of unconditional irrevocable Bank Guarantee valid for 18 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. No exemption will be allowed towards payment of Security Deposit under any circumstances.
- b) 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 Text Book and Educational Services Corporation and on completion of the warranty period of **1 year** 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.
- c) 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.

29. Execution of Agreement:

- a) The successful Tenderer shall execute the Agreement for the fulfillment of the Contract on a Non-Judicial Stamp Paper to the value of Rs.100/- within 10 days from the date of issue of the Letter of Acceptance (LOA) 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.
- b) 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.

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.

31. Corrupt or Fraudulent practices:

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

- (a) In pursuance of this policy, the Corporation 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.
- (b)** 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.
- (c)** 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 & CONDITIONS OF THE TENDER

1. The Special Terms and Conditions of the Tender shall supplement the **“GENERAL INSTRUCTIONS TO THE BIDDERS”**.
2. The time and date of supply and Installation of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS stipulated in the purchase order shall be deemed to be the essence of the Contract.

3. Release of Purchase Order:

Purchase Order shall be issued to the successful bidder only after furnishing Security Deposit and Execution of Agreement with Tamilnadu Textbook and Educational Services Corporation as per clause 28 and 29 of General Instructions to the Bidders.

4. Technical Specifications:

The AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS supplied and installed by the Successful Tenderer shall conform to the Technical Specifications in **Annexure I** of the Tender Document.

5. Supply:

- a) Supply and installation of all the ordered AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS commensurating with the Technical Specifications in **Annexure I** and the specifications of the Model of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR prescribed in **Annexure I** shall be made ***within One Hundred and Twenty days*** from the date of issue of the Purchase order or date of acceptance of the samples whichever is later. The entire supply and installation shall be completed within the time schedule specified in the purchase order.

- b)** The entire quantity of the quality of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR shall be delivered at the designated locations in 3334 Government High Schools and Government Higher Secondary Schools 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 Installation of the ordered goods in good condition to the designated locations shall be borne by the Successful Tenderer at his risk and cost.
- c)** In case of the Successful Tenderers from the states other than Tamil Nadu, it shall be their responsibility to get necessary interstate permit for the delivery of the ordered goods in time.
- d)** The successful Tenderers is from the outside the state of Tamilnadu the Tenderers should set up a local office in Chennai to ensure service.

e) Delivery Schedule:

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

6. Sample Selection and Testing:

i) Before Supply:

The Successful Tenderer shall submit **Two** identical sample of the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR manufactured as per the Technical Specifications in **Annexure I** of the Tender Document to the Corporation **within 7 days** from the date of Letter of Acceptance (LOA) in adherence of the visual and dimension of Automatic Electrical Sanitary Napkin Incinerator

ii) After Supply:

- a) It shall be the responsibility of the Successful Tenderer to ensure that the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS supplied and installed by him are in good condition.
- b) Random test of the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR installed shall be conducted by technical experts from the Government laboratory / Reputed institutions for its suitability and utility with reference to the specifications given in **Annexure I**. The Supply and Installation Acceptance certificates will be issued by the Chief Educational Officers if the Successful Tenderer supply and Install the ordered quantity of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS intact in time in full at the designated destinations.
- 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.

7. Insurance:

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

8. Warranty and Replacement:**i. Warranty :**

The warranty of the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS supplied by the Successful Tenderer shall be for a period of **One year** from the date of installation of the same to the Schools in Tamil Nadu. The Successful Tenderer shall replace the defective AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS supplied by him with new ones at his cost at the designated points during the period of Warranty.

After one year necessary, **AMC** will be executed by the concerned School Head Master.

ii. Replacement:

The quantity of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS supplied by the Successful Tenderer shall be in accordance with the Specifications as in the **Annexure I**. If any defect is found pursuant to the pre-supply and post-supply laboratory tests in respect of the finished product of the Automatic Electrical Sanitary Napkin Incinerator, the entire quantity supplied to the particular School shall be rejected. The Successful Tenderer shall replace the rejected items with the new ones as per the instructions of the Corporation.

9. Payment Terms:

- a) No advance payment shall be made.
- b) The Successful Tenderer shall raise the bill only after completion of Supply and Installation of 4161 Nos. of Automatic Electrical Sanitary Napkin Incinerators 3334 Government High Schools and Government Higher Secondary Schools in the State of Tamil Nadu as a whole in bulk. No Bill shall be admitted from the Successful Tenderer who fails to effect the supply and Installation of the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR to all **1896** Government High Schools and **1438** Government Higher Secondary Schools in the State of Tamil Nadu as per the Purchase Order in time.
- c) 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 .
- d) The Successful Tenderer shall submit the delivery report online first which shall be followed by hard copy. The Corporation shall process the bill for payment of 80% of the bill only after completion of the supply of the entire quantity in the State. Based on the certificates issued by the Chief Educational Officers and after the receipt of certificate of the testing of the

random samples of the supplied AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS issued by any one of the Lab specified in Clause 6 ii (b) of Special Terms and Conditions of the Contract, 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.

- e) Out of the remaining 20% of the bill, 10% of the bill shall be settled after the effective performance of the Contract in full to the entire satisfaction of the Corporation.
- f) 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.
- g) The remaining 10% of the Bill shall be paid after six months from the date of complete supply and Installation of the ordered quantity of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR to the School students in all 1896 Government High Schools and 1437 Government Higher Secondary Schools in the State of Tamil Nadu as per the Purchase Order and the Delivery Schedule.

10. Liquidated Damages and Penalty:

- a) If the Successful Tenderer fails to Supply and installation of the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS as per the Purchase Order and the Delivery Schedule specified by the Corporation, the Corporation shall have the right to impose a **penalty of 1%** of the value of the delayed supply 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 and Installation 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 delayed supplier and the loss sustained by the Corporation to this effect shall be deducted from the bill of the delayed supplier and / or from the Security Deposit of the delayed supplier.

- b)** The Corporation shall have the right to terminate the Contract of the Successful Tenderer who fails to Supply and Install the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS in full as per the Purchase Order and the Delivery Schedule.
- c)** 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 delayed supplier who is in default. The Corporation also reserves the right to take any other action against the delayed supplier in default for the loss and the consequential loss sustained by the Corporation.
- d)** 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 and Installation irrespective of the 10% of penalty already provided for in clause 11(a) of the special conditions of the contract.
- e)** The Successful Tenderer shall not manufacture, market, sell or supply the AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS manufactured, packed and labeled as per the Technical specifications in the Tender Document exclusively for distribution in 3334 Government and Aided schools in Tamil Nadu. The Corporation shall impose penalty of not less than Rs.5,00,000/- (Rupees Five Lakh Only) every time for violation of the aforesaid condition. The penalty shall be in addition to the Civil and Criminal action taken by the Corporation against such Successful Tenderers in default. The Corporation shall have the right to blacklist such Successful Tenderers from participating in the subsequent Tenders of the Corporation for a minimum period of three years.

- f) 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.
- g) 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.

11. Termination of Contract:

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 Supply and Install 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.

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.

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.

12. Force Majeure:

- a) Force Majeure means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.
- b) If a Force Majeure situation arises, the Successful Tenderer shall promptly notify the Corporation of such conditions and the causes thereof through e-mail within 24 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.
- c) In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in

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

- d) 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.

13. Grievances and Redressal:

As the Board of Governors is the Appellate authority, the Tenderers may appeal to the Board of Governors for any of their grievances.

14. Conciliation & Arbitration:

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.

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 at Chennai. The language to be used in the Arbitral proceedings shall be in English.

15. Jurisdiction:

The courts in the city of Chennai alone 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 TENDERER

To

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

Sir,

I / We do hereby tender / offer to the Tamil Nadu Text Book and Educational Services Corporation for the **“Supply and Installation of 4161 Nos. of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS TO 3334 SCHOOLS IN TAMILNADU 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 understood the requirement of the Corporation, the details of the materials to be supplied and have carefully understood the conditions of contract and the specification and drawing with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete supply and installation of the machines at the places mentioned in the specification, within the time limit 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 Text Book 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 **ten** days from the date of issue of Letter of Acceptance (LOA).

I / We undertake to sign the contract with the Corporation within **ten** days from the date of issue of Letter of Acceptance (LOA).

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 sales tax clearance certificate or to execute the Contract within the period of **ten** days as referred to above, the sum of **Rs.5.00 lakhs** deposited with the tender shall be forfeited by the Tamil Nadu Text Book and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Text Book and Educational Services Corporation, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

- a. In case, there is any defect found in the Automatic Electrical Sanitary Napkin Incinerators or in any part of the Automatic Electrical Sanitary Napkin Incinerators delivered, we undertake to replace the same by a new one.
- b. If the Automatic Electrical Sanitary Napkin Incinerators 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 AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS conforming to specifications.**

Having fully understood the tender conditions and the above undertaking in this letter, we sign thisDay ofat

Yours faithfully,

Authorized Signature :

Name & Title of Signatory:

.....

Name of the Bidder :

.....

Address :

ANNEXURE – I**7. TECHNICAL SPECIFICATIONS FOR AUTOMATIC ELECTRICAL
SANITARY NAPKIN INCINERATOR**

S.No	Details	Requirements
1)	Type	Wall Mountable
2)	Capacity	5 to 10 pads per cycle with minimum of 200 pads / day
3)	Housing – External	Made with Steel of not less than 1.2 mm thickness.
4)	Power	230 V \pm 10%, 50 Hz
5)	Heater	Ceramic Heater ; minimum 1200 watts
6)	Power Saver	Auto cut-off to be provided
7)	Emission outlet & size	Metal Pipe exhaust on top and flexible steel hose minimum length of 2 meter with clamp to be provided.
8)	Equipment ON indicator	To be provided
9)	Door	Thermally insulated front open
10)	Length of the power chord	Minimum length of 2.5 meter ISI marked
11)	Safety MCB	Suitable MCB may be provided

**SIGNATURE OF THE TENDERER
WITH SEAL**

ANNEXURE - II

8. STATEMENTS AND DECLARATIONS

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)
- c) Number and Year of Registration /Incorporation :
(copy of Certificate of Incorporation shall be enclosed)
- d) Address of the Registered Office of the Company /
Firm with Phone, Fax, and Email ID.
- e) Address of the Factory and Phone No.:
- f) Audited annual report for the last three years:
(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.

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

ANNEXURE - III**ANNUAL TURNOVER STATEMENT FOR BIDDER**

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

Sl.No.	Years	Turnover in lakhs (Rs.)
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
4.	2016-2017	
	Total Turnover for any consecutive 3 years within a period of 4 years	
	Average Turnover per year	

Date:

Seal:

**Signature of the Tenderer
with Seal**

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

ANNEXURE - IV

Date:

DECLARATION

I / We having the registered office at
..... hereby declare that the Firm / Company or its Partners /
Shareholders have not been blacklisted by the Corporation or any Undertaking /
Corporation of the Central / State Governments.

**Signature of the Tenderer
with Seal**

ANNEXURE - V

Date :

DECLARATION FORM

I/We having the registered office at..... declare that I/we have carefully read all the terms and conditions of Tender floated by the Tamil Nadu Text Book and Educational Services Corporation, Chennai vide Tender Reference Rc.No.11088/C1/2017 for the Supply and Installation of **4161 Nos.** AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR 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 AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR at our risk & cost and replace the same within the stipulated time.

**Signature of the Tenderer
with Seal**

ANNEXURE - VI**SELF CERTIFICATION OF QUALITY**

Certified that the quality of **One** sample of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR submitted with the Tender conforms to the minimum technical specifications prescribed in **Annexure I.**

A. Minimum Specification:

Description	Required Specification	Whether samples conform to Specifications (Yes / No)
1) AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR	As per specifications given in Annexure I	

**Signature of the Tenderer
with Seal**

ANNEXURE - VII

CERTIFICATE

It is certified that I / We have offered to supply a quantity of **Nos.** AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR within a period of 120 days.

I am aware that as per Tender conditions, the minimum production capacity is **10% (416 Nos.)** of the tendered quantity of **4161 Nos.** AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR per Annum.

**Signature of the Tenderer
with Seal**

ANNEXURE - VIII

Date :

CERTIFICATE

I/we having office at declare that the tender forms downloaded from the website <http://www.tenders.tn.gov.in> / <http://www.textbookcorp.tn.nic.in> have not been tampered with / modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

**Signature of the Tenderer
with Seal**

ANNEXURE -IX

FORMAT FOR AVAILABILITY OF 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, namely 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.

Signature:
Senior Bank Manager
Name of Bank :
Address of the Bank:

ANNEXURE - X

DECLARATION

(If no Credit Facility are Required)

This is to certify that I / We are a reputed company with a good financial standing. I / We have sufficient financial resources to meet out all the expenses from our own funds, if the contract for the work, namely, for Supply and Installation of Automatic Electrical Sanitary Napkin Incinerators to 3334 schools in Tamilnadu is awarded to us. I / We do not need any cash credit facility from any Financial Institutions for the same.

**Signature of the Tenderer
with Seal**

ANNEXURE - XI**BANK GUARANTEE FOR SECURITY DEPOSIT**

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

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Successful Tenderer shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 18 Calendar months from the date of issue of Bank Guarantee.

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

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

ANNEXURE - XII**9. 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, 20..... between(Name and Address of **Purchaser**) represented by the Secretary (hereinafter “the **Purchaser**”) of one part and(Name and Address of Supplier) (hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., (Brief Description of Goods and Services) and has accepted the bid of the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

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) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) General Instructions to the Bidders;
 - (e) Special terms Conditions of Contract; and
 - (f) Letter of Acceptance
 - (g) Purchase Order
 - (h) 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 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.

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

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.

Signed, Sealed and Delivered by the said (For the **Purchaser**)

in the presence of Signed, Sealed and Delivered by the said(For the Supplier) (Signature, Name, Designation and Address with Office seal) in the presence of

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

PART – B**10. PRICE BID****(TO BE FURNISHED IN PART – B COVER)**

**SCHEDULE OF RATES OFFERED FOR SUPPLY AND INSTALLATION OF 4161
Nos. of AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATORS IN
3334 GOVT. SCHOOLS AS PER TENDER SPECIFICATIONS**

Sl. No.	Details	Rate per AUTOMATIC ELECTRICAL SANITARY NAPKIN INCINERATOR inclusive of cost of Supply and Installation at designated locations (As per Technical Specifications given in Annexure I)
1	Basic Cost	
2	GST (Applicable)	
	TOTAL	
Total amount in words		

**Signature of the Tenderer
with Seal**