

Tamilnadu Textbook and Educational Services Corporation, Chennai-600006.

Tender Ref. RC.No. 9350/PUR-II/2022

Tender for Procurement of School Bags for the year 2023-2024

Based on the queries raised during the pre-bid meeting held on 10.10.2022 and representations received through Email/letters, the following Corrigendum/Clarifications/Remarks are issued in the tender schedule as per Rule 17(1) of The Tamil Nadu Transparency in Tenders Rules, 2000.

CORRIGENDUM

CORRIGENDUM CLAUSE	EXISTING					READ AS				
<u>Clause 4.12</u> Page No. 6	4.12 Local Office in Chennai: The tenderer should have a local office in Chennai		Documentary proof of Address for having a local office in Chennai.			4.12 Local Office in Chennai: The tenderer should have a local office in Chennai		Documentary proof of Address for having a local office in Chennai. If the tenderer does not have a local office in Chennai, he shall give an undertaking that he will set up the office in Chennai within 15 days of the award of the contract.		
<u>Annexure I-A</u> TECHNICAL SPECIFICATIONS FOR SCHOOL BAG Page No. 27	Sl. No.	PROPERTY	Category - 1 Small (1st - 3rd std.)	Category - 2 Medium (4th - 7th std.)	Category - 3 Large (8th - 12th std.)	Sl. No.	PROPERTY	Category - 1 Small (1st - 3rd std.)	Category - 2 Medium (4th - 7th std.)	Category - 3 Large (8th - 12th std.)
1.8 Colour of the zip & runner Dark Grey Dark Navy Blue Black						1.8 Colour of the zip Dark Grey Dark Navy Blue Black Colour of the runner Gun metal Colour Gun metal Colour Gun metal Colour				

CORRIGENDUM CLAUSE	EXISTING					READ AS				
Annexure VIII Page No. 58 CHARTERED ENGINEER CERTIFICATE	S. No.	Licences and Approvals	Document No. and issued date	Valid till	Issued by	S. No.	Licences and Approvals	Document No. and issued date	Valid till	Issued by
	1	Factory Licence/Registration under Factories Act with DISH					MANDATORY			
	2	Consent to Operate from State Pollution Control Board				1	Factory Licence/Registration under Factories Act with DISH			
	3	BIS Registration / ISO				2	Electricity service connection No.			
	4	EB service connection No.				3	Provident Fund Account no.			
	5	Provident Fund Account no.				4	ESI Registration No.			
	6	ESI Registration No.				OPTIONAL				
	7	NABL Accreditation				5	Consent to Operate from State Pollution Control Board			
						6	BIS Registration / ISO			
						7	NABL Accreditation			

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Clarifications on the Queries raised in the Pre-Bid Meeting and through email/letter

S.No.	Clause	Queries Raised	Remarks
1.	Clause No. 1.2 Consortium Tenders are not acceptable. For all other conditions / Instructions, please refer tender document.	Request to allow the Joint venture with Manufacturers / Distributors to promote competitive bidding, to fulfil the tender conditions.	Tender condition remains same.
2	<u>Clause 4.6</u> Page No. 5 Cash credit facility: The tenderer should have Cash Credit facility or own funds of at least ₹ 5.05 Crores. The tenderer's account should not have been declared as non-performing asset (NPA).	The tenderer should have Bank facility/Credit facility or own funds of at least Rs.5.05 Crores. The tenderer's account should not have been declared as non-performing asset (NPA). Instead of the tenderer should have Cash Credit facility or own funds of at least Rs.5.05 Crores. The tenderer's account should not have been declared as non-performing asset (NPA).	Tender condition remains same.
3	<u>Clause 4.8</u> Page No. 5 Not blacklisted in last 5 years: The tenderer should not have been blacklisted by the Corporation or Central / State Government departments / Quasi Government organisations / Local government bodies / PSU during the last 5 years as on the date of tender opening. Even if the blacklisting was revoked,	In W.P. No.9046, M/s.XO Footwear Pvt. Ltd vs Tamil Nadu Text Book and Educational Services Corporation, Honourable Dr.Justice Anita Sumanth ordered that to open bid of XO footwear P. Ltd as per verdict A misdeed committed in the past cannot continue to haunt an entity forever and this would go against all cannons of fairness and reasonableness.	Tender condition remains same.

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	the tenderer is not eligible to participate in the tender.	<p>Further mentioned in court order that absurdity in the situation is clear from the fact that JPEC has itself awarded tenders subsequently to the XO Footwear P Ltd. after the expiry of debarment.</p> <p>Court has order in favour of XO Footwear P.Limited and direct TamilNadu Text Book and Educational Services Corporation to open bid of Petitioner.</p> <p><u>Request:-</u> We Therefore request your goodself kindly honour Dr.Justice Anita Sumanth order, give relaxation in blacklisting clause and allow firms in tender participation whose blacklisting has been revoked</p>										
4	<p><u>Clause 14</u> Page No. 11 EARNEST MONEY DEPOSIT EMD exemption is allowed under Rule 14(1) of Tamil Nadu Transparency in Tender Rules 2000</p>	EMD amount to be paid mandatory by the bidders	Tender condition remains same.									
5	<p><u>Clause 27.1</u> Page No. 16 SCHEDULE OF SUPPLY The allotted quantity of School bags is to be delivered at the designated delivery points as per schedule below:</p>	<p>Please consider following supply schedule :</p> <table border="1"> <thead> <tr> <th>S. L</th> <th>Milestone</th> <th>Due date of Delivery (days)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50% of the order quantity</td> <td>T+90</td> </tr> <tr> <td>2</td> <td>100% of the order quantity</td> <td>T+120</td> </tr> </tbody> </table>	S. L	Milestone	Due date of Delivery (days)	1	50% of the order quantity	T+90	2	100% of the order quantity	T+120	Tender condition remains same.
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6	<p>Clause 29 Page No. 18 PRE-DESPATCH INSPECTION</p>	<p>In all previous supplied Pre Inspection was conducted by TNTBC nominated inspection agency. This will help in prompt supply of quality bags. Request :-Third Party inspection Agency should do Pre- despatch inspection</p>	Tender condition remains same.																														
7	<p>Clause 30.6 Page No. 19 POST-DELIVERY TESTING If more than 10 samples / 10% of the ordered quantity (whichever is higher) fail in the tests,</p>	<p>Condition of blacklisting is very harsh. Request :- Need Revision</p>	<p>Clarification Blacklisting of suppliers will be done only if more than 10 samples / 10% of the ordered quantity (whichever is higher) fail in the tests. 10% of the ordered quantity is a significant quantity and failure of such a quantity means the Supplier is not up to the mark to meet the quality</p>																														

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	in addition to imposing penalty, the Supplier will be blacklisted for the forthcoming 1 (one) year.		requirements of the Corporation. Moreover, such failure shall severely affect the timely delivery of the school bags to the school children. Hence, such a condition is necessitated to restrict the unscrupulous suppliers in participating in future tenders of the Corporation.
8	<p><u>Clause 34.5</u></p> <p>Page No. 20</p> <p>PAYMENT TERMS</p> <p>Out of the remaining 20% of the billed amount, 15% shall be paid after satisfactory feedback from schools on the quality of the bags, duly deducting penalty (if any), testing charges and other incidental charges.</p>	<p>Department must strict to payment terms. Payment for suppliers of School Bags to be executed during the financial year 2020-21 was received very late.</p> <p><u>Request:-</u></p> <p>There should be provision for timely payment by the department</p>	Tender condition remains same.
9	<p><u>Clause 35.1</u></p> <p>Page No. 21</p> <p>PENALTY</p>	<p>Maximum penalty shall be limited to 5% of the total contract value instead of Maximum penalty shall be limited to 10% of the total contract value. Because this year additional 10% penalty is applicable for delay in supply. All together 20% penalty is very high.</p> <p>Reason : It takes minimum 60 days to procure raw materials. Production start after 70 days. It is impossible to achieve given time schedule.</p>	<p><u>Clarification</u></p> <p>Penalty for delay:</p> <p>As per Clause no. 35.1, the maximum penalty for delay in supply is only 10% of the total contract value.</p> <p>Penalty for rejection:</p> <p>As per Clause 30.4, a penalty of 10% is levied on the value of rejected quantity due to failure of samples. The subject condition is necessitated to ensure supply of quality kits in timely manner.</p>

S.No.	Clause	Queries Raised	Remarks
			As such, both penalties are mutually exclusive and not to be combined.
10	<u>Clause 39.5</u> Page No. 24 BLACKLISTING	It should be 3 to 5 years instead of forthcoming 1 (one) year, because remaining all other blacklisting clause in this tender are mentioning 3 to 5 years.	Tender condition remains same.
11	<u>Annexure - IX</u> Page No. 62 BANKER'S CERTIFICATE FOR AVAILABILITY OF CREDIT FACILITIES / OWN FUNDS	➤ Due to increase in the credit facility the small scale industries could not be able to participate in the tender.	Tender condition remains same.

Sd/-
Managing Director
Tender Inviting Authority
Tamilnadu Textbook and
Educational Services Corporation
Chennai-600 006.