

Tamilnadu Textbook and Educational Services Corporation, Chennai-600006.

Tender Ref. RC.No. 9351/PUR-I/2022

Tender for Procurement of Footwear 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. |

| 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 | | | |

Tamilnadu Textbook and Educational Services Corporation, Chennai-600006.

Tender Ref. RC.No. 9351/PUR-I/2022

Tender for Procurement of Footwear (Velcro Sandal) for the year 2023-2024

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

| Sl. No | Existing Tender Clause | Request for Clarification | 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. | I. Qualification Criteria Clause No. 4.6, Cash credit facility - Page No. 5. | The Tenderer should have Bank facility / Credit facility or own funds of at least Rs.6.13 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. 6.13 Crores. The Tendere's account should not have been declared as Non-Performing asset (NPA). | Tender condition remains same. |

| Sl. No | Existing Tender Clause | Request for Clarification | Remarks |
|--------|--|---|--------------------------------|
| 3. | <p>Clause No. 4.8 (Page No : 5)</p> <p>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, the tenderer is not eligible to participate in the tender.</p> | <p>The tenderer should not be blacklisted by the Corporation or Central / State Government department / Quasi Government Organizations / Local Government bodies / PSU as on the date of Submission of bid.</p> <p>Your good office / Department should follow the law settled by Hon'ble High Court of Judicature at Madras in W.P. No. 9046 of 2022 specially the observation of the Hon'ble High Court at Para No. 15 of the Judgement, which is retreated herein after for your ready reference.</p> <p>“15 To my mind, the consequence of blacklisting cannot be for all times. Normally, an order of blacklisting is by itself, circumscribed by tenure proportionate to the irregularity / deviation for which the punishment is imposed. In such an event, once the period of blacklisting is over, it must be constructed to be business as usual.</p> <p>Here it is pertinent to mention that if any blacklisting was subsequently revoked / stayed by any court of law then that blacklisting should not be ground for declaring any bidder NOT ELIGIBLE</p> | Tender condition remains same. |
| 4. | <p>Clause No. 12.2 (Page No. 10)</p> <p>The Tenderer shall submit samples of 12 pairs of Footwear (Velcro Sandal) manufactured as per technical specifications mentioned in the Annexure I-A of Tender Document in a sealed covers superscribing “Sample Footwear (Velcro Sandal).</p> | <p>Against CVC notification no. 2EE-1-CTE-3 dated: 15.10.2003</p> <p>As per CVC notification as mentioned above, Samples footwear is not mandatory. This clause or requirement may be amended as per the CVC guidelines.</p> | Tender condition remains same. |

| SI. No | Existing Tender Clause | Request for Clarification | Remarks | | | | | | | | | | | | | | | | | | | | | | | | |
|---------|---|--|--------------------------------|-----------|-----------------------------|----|---------------------------|-------|----|----------------------------|---------|---------|-----------|-----------------------------|----|--------------------------|--------|----|---------------------------|--------|----|---------------------------|---------|----|----------------------------|---------|--------------------------------|
| 5. | Earnest Money Deposit Page No. 11 Clause No. 14.4 | EMD Should be Mandatory for all tenderes , So that Genuine parties should participate. In past some bidders participate with MSME / NSIC Certificate and they quote L-1 Rate but do not come for agreement. | Tender condition remains same. | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Schedule of Supply Page No. 16 Clause No. 27.1 | Please consider following supply schedule : <table border="1" data-bbox="869 491 1223 794"> <thead> <tr> <th>SI. NO</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> <p><i>Instead of</i></p> <table border="1" data-bbox="869 834 1223 1353"> <thead> <tr> <th>SI. NO.</th> <th>Milestone</th> <th>Due date of Delivery (Days)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>25%of the order quantity</td> <td>T + 60</td> </tr> <tr> <td>2.</td> <td>50% of the Order Quantity</td> <td>T + 80</td> </tr> <tr> <td>3.</td> <td>75% of the order quantity</td> <td>T + 100</td> </tr> <tr> <td>4.</td> <td>100% of the order quantity</td> <td>T + 120</td> </tr> </tbody> </table> | SI. NO | Milestone | Due date of Delivery (Days) | 1. | 50% of the order quantity | T+ 90 | 2. | 100% of the order Quantity | T + 120 | SI. NO. | Milestone | Due date of Delivery (Days) | 1. | 25%of the order quantity | T + 60 | 2. | 50% of the Order Quantity | T + 80 | 3. | 75% of the order quantity | T + 100 | 4. | 100% of the order quantity | T + 120 | Tender condition remains same. |
| SI. NO | Milestone | Due date of Delivery (Days) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | 50% of the order quantity | T+ 90 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | 100% of the order Quantity | T + 120 | | | | | | | | | | | | | | | | | | | | | | | | | |
| SI. NO. | Milestone | Due date of Delivery (Days) | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | 25%of the order quantity | T + 60 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | 50% of the Order Quantity | T + 80 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | 75% of the order quantity | T + 100 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | 100% of the order quantity | T + 120 | | | | | | | | | | | | | | | | | | | | | | | | | |

| Sl. No | Existing Tender Clause | Request for Clarification | Remarks |
|--------|---|---|---|
| | | Reason: It takes minimum 60 days to procure raw materials. Production start after 70 days. It is impossible to achieve given time schedule. | |
| 7. | Clause No. 29. | <p>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 shoes.</p> <p>Request:- Third party inspection agency should do pre despatch inspection</p> | Tender condition remains same. |
| 8. | <p>Clause No. 30.6 (Page No. 19)</p> <p>➤ If more than 10 samples 10% of the ordered quantity (whichever is higher) fail in the tests, in addition to imposing penalty, the Supplier will be blacklisted for the forthcoming 1 (one) year.</p> | <p>We always strive and ensure quality and product services are the top most priority. Having said, we feel this may not of ensuring quality and quantity is to ensure FAT (Factory acceptance test) as per clause 29 where i. Various pre delivery parameters have been set. This will save on time and ensure terms of supply are met and performed. Such a methodology will have both parties play a role at parity. So blacklisting a company will be too harsh upon then and such a penalty literally shuts door for doing business with any Govt. or state in the country! That would be like hanging for lifetime ! A penalty of de Ducting payments, replacement can still be bearable through this will hit the financials of any company.</p> | <p><u>Clarification</u></p> <p>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 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.</p> |

| Sl. No | Existing Tender Clause | Request for Clarification | Remarks |
|--------|---|---|---|
| 9. | Clause 34.5 Payment Terms | (i). Department must strict to payment terms. Payment for suppliers of School Shoes executed during the financial year 2020-2021 was received very late. <u>Request:-</u> There should be provision for timely payment by the department | Tender condition remains same. |
| 10. | <u>Clause 35.1</u> Page No. 21 PENALTY | 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. | <u>Clarification</u> Penalty for delay: As per Clause no. 35.1, the maximum penalty for delay in supply is only 10% of the total contract value. Penalty for rejection: 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. As such, both penalties are mutually exclusive and not to be combined. |

Sd/-
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