

Tamilnadu Textbook and Educational Services Corporation, Chennai-600006.

Tender Ref. RC.No. 9352/PUR-I/2022

Tender for Procurement of Shoes 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			

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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.	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.
3.	Clause No. 4.8 (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	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. 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,	Tender condition remains same.

Sl. No	Existing Tender Clause	Request for Clarification	Remarks
	<p>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>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>	
4.	<p>Clause No. 12.2 (Page No. 10)</p> <p>➤ The Tenderer shall submit samples of 12 pairs of Shoes 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	<p>➤ Please consider following supply schedule :</p> <table border="1" data-bbox="869 517 1223 815"> <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="846 863 1240 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
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		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>	Condition of blacklisting is very harsh.	<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.	Penalty Page No. 21 Clause 35.1	➤ 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/-
Managing Director
Tender Inviting Authority
Tamilnadu Textbook and
Educational Services Corporation
Chennai-600 006.