

Tamilnadu Textbook and Educational Services Corporation, Chennai-600006.

Tender Ref. RC.No. 9354/PUR-I/2022

Tender for Procurement of RAIN COAT for the year 2023-2024

Based on the queries raised during the pre-bid meeting held on 13.10.2022 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>Annexure VIII</u> Page No. 43 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.	<p>Clause No. 4.8 (Page No : 5)</p> <p>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 Even if the blacklisting was revoked, the tenderer is not eligible to participate in the tender.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>Condition of tender is very harsh and competition restrictive.</p> <p>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.</p> <p>Further mentioned in court order that absurdity in the situation is clear from the fact that JEPC 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 Tamil Nadu Text Book and Educational Services Corporation to Open bid of Petitioner.</p> <p>Request :</p> <p>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>	<p>Tender condition remains same.</p>

Sl. No	Existing Tender Clause	Request for Clarification	Remarks
2	<p><u>Clause 14.4</u> Page No. 11</p> <p>EARNEST MONEY DEPOSIT EMD Exemption</p> <p>As per the provision under Rule 14 (1) of Tamil Nadu Transparency in Tender Rules 2000, any category of tenderers specifically exempted by the Government from the payment of EMD are not required to make the deposit along with the bid.</p>	<p>Other state NSIC registered manufacturing units are exempted from submission of EMD or Not.</p> <p>Amendment required.</p> <p>Need Clarification.</p>	Tender condition remains same.
3	<p><u>Clause 29</u> Page No. 67</p> <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 Rain Coat.</p> <p><u>Request :-</u>Third Party inspections Agency should do Pre- despatch inspection.</p>	Tender condition remains same.
4	<p><u>Clause 30.6</u> Page No. 68</p> <p>POST-DELIVERY TESTING</p> <p>If more than 10 samples / 10% of the ordered quantity (whichever is higher) fail in the tests, in addition</p>	<p>Condition of blacklisting is very harsh.</p> <p><u>Request :-</u> Need Revision</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</p>

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	to imposing penalty, the Supplier will be blacklisted for the forthcoming 1 (one) year.		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.
5.	<p>Clause 34.5 Page No. 69 Page No. 20 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> There should be provision for timely payment by the department</p>	Tender conditions remain same.

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