

Tamilnadu Textbook and Educational Services Corporation, Chennai-600006.

Tender Ref. RC.No. 9356/PUR-I/2022

Tender for Procurement of Ankle Boot for the year 2023-2024

Based on the queries raised during the pre-bid meeting held on 12.10.2022 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. 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.	<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 Even if the blacklisting was revoked, the tenderer is not eligible to participate in the tender.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>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. Court has order in favour of XO Footwear P. Limited and direct Tamil Nadu Text Book and Educational Service Corporation to open bid of Petitioner.</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.	Earnest Money Deposit Clause No. 14.4	EMD Exemption 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. Other state NSIC registered manufacturing units are exempted from submission of EMD or Not. Need Clarification.	Tender condition remains same.
3.	Annexure - VIII, Page - 54	Table 1. Production Machinery Installed at the Unit. Whether the data of all the machinery need to be filled including supporting machines such as stitching machine, clicker machine, mixture machines which are acquired by the company at different points of time in huge quantities. So how make / model number can be quoted in the given format of table in the chartered engineer certificate.	Tender conditions remain same.
4.	<u>Clause 27</u> Page No. 16 SCHEDULE OF SUPPLY The allotted quantity of Ankle Boot is to be delivered at the designated delivery points as per schedule below: T = Date of issue of Purchase	Its is difficult to supply 25% of the ordered quantity within 60days because the production process takes time as the raw material as per specification needs to be procured which starts after the issue of purchase order and it will take some time. So, we request you to change the delivery schedule as under :-	

Sl. No	Existing Tender Clause	Request for Clarification	Remarks																								
	<p style="text-align: center;">Order</p> <table border="1" data-bbox="320 316 801 1042"> <thead> <tr> <th data-bbox="320 316 392 459">Sl. No</th> <th data-bbox="392 316 611 459">Milestone</th> <th data-bbox="611 316 801 459">Due date of Delivery (days)</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 459 392 608">1</td> <td data-bbox="392 459 611 608">25% of the ordered quantity</td> <td data-bbox="611 459 801 608">T + 60</td> </tr> <tr> <td data-bbox="320 608 392 751">2</td> <td data-bbox="392 608 611 751">50% of the ordered quantity</td> <td data-bbox="611 608 801 751">T + 80</td> </tr> <tr> <td data-bbox="320 751 392 895">3</td> <td data-bbox="392 751 611 895">75% of the ordered quantity</td> <td data-bbox="611 751 801 895">T + 100</td> </tr> <tr> <td data-bbox="320 895 392 1042">4</td> <td data-bbox="392 895 611 1042">100% of the ordered quantity</td> <td data-bbox="611 895 801 1042">T + 120</td> </tr> </tbody> </table>	Sl. No	Milestone	Due date of Delivery (days)	1	25% of the ordered quantity	T + 60	2	50% of the ordered quantity	T + 80	3	75% of the ordered quantity	T + 100	4	100% of the ordered quantity	T + 120	<table border="1" data-bbox="875 308 1417 587"> <thead> <tr> <th data-bbox="875 308 958 379">S.L</th> <th data-bbox="958 308 1128 379">Milestone</th> <th data-bbox="1128 308 1417 379">Due date of Delivery (days)</th> </tr> </thead> <tbody> <tr> <td data-bbox="875 379 958 483">1</td> <td data-bbox="958 379 1128 483">50% of the order quantity</td> <td data-bbox="1128 379 1417 483">T+90</td> </tr> <tr> <td data-bbox="875 483 958 587">2</td> <td data-bbox="958 483 1128 587">100% of the order quantity</td> <td data-bbox="1128 483 1417 587">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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5.	<p>Clause 35. Page No. 21 PENALTY</p>	<p>As per clause 35.1 maximum penalty shall be limited to 10% of the total contract value. Maximum penalty should be limited to 5 % of the total contract value.</p>	<p>Clarification 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:</p>																								

Sl. No	Existing Tender Clause	Request for Clarification	Remarks
			<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> <p>As such, both penalties are mutually exclusive and not to be combined.</p>
6.	<p><u>Clause 30.6</u> Page No. 19 POST-DELIVERY TESTING 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>Condition of blacklisting is very harsh.</p> <p><u>Request :-</u> Need Revision</p>	<p><u>Clarification</u> 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 Ankle Boots to the school children. Hence, such a condition is necessitated to restrict the unscrupulous suppliers in participating in future tenders of the Corporation.</p>

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