



Government of Tamil Nadu

Department of Labour

**TAMIL NADU MANUAL WORKERS SOCIAL
SECURITY AND WELFARE BOARD**

TENDER DOCUMENT

For

**Supply of pair of Shoes to the registered drivers of Tamil Nadu
Unorganised Drivers Welfare Board**

OPEN TENDER No. B1/Auto/086-1/2020, Dated: 21-01-2021

Last Date of Receipt of Tender: 09 /02/2021, @ 3.00 PM

**OFFICE OF THE SECRETARY, TAMIL NADU MANUAL WORKERS
SOCIAL SECURITY AND WELFARE BOARD, NO. 69, IOA BUILDING
THIRU.VEE.KAA HIGH ROAD, ROYAPETTAH, CHENNAI – 600 014
TAMIL NADU**

[E-mail id: manualboardsaao@gmail.com](mailto:manualboardsaao@gmail.com)

**TAMIL NADU MANUAL WORKERS SOCIAL
SECURITY AND WELFARE BOARD**

NOTICE INVITING TENDER

Ref.No.B1/Auto/086-1/2020

Dt : 21-01-2021

Sealed Tender in two cover system are invited from reputed Indian Manufacturer / Authorized Dealer for the supply of pair of Shoes to the registered drivers in Tamil Nadu Unorganised Drivers Welfare Board in the State of Tamil Nadu.

The details of Shoes to be procured along with specification are mentioned in the tender document. The tender document shall be obtained from the office of the Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board, No 69, IOA Building Thiru.Vee.Kaa. High Road, Royapettah, Chennai – 600 014 on any working day between 10 AM and 5 PM. The tender document can also be downloaded from the Government tender website www.tenders.tn.gov.in (or) <https://labour.tn.gov.in/> at free of cost.

1	Tender inviting authority	The Secretary O/o. Tamil Nadu Manual workers social security and welfare Board, Chennai -14.
2	EMD	RS.95000/- (Rupees Ninety Five Thousand Only)
3	Cost of tender document	The tender Document can be obtained in person at cost of Rs.5,000/- (inclusive of GST) by way of Demand Draft in favour of The Secretary, O/o. Tamil Nadu Unorganized Drivers welfare Board drawn in any Nationalized Bank payable at Chennai. (or) The Tender document can be obtained by post on additionally paying Rs.200/- along with Tender Document Cost Rs.5000/- (or) Tender Document can be downloaded from the web site www.tenders.tn.gov.in (or) https://labour.tn.gov.in/ between the period 21- 01 - 2021 to 09-02 -2021 up to 11.00A.M at free of cost.
4	Conditions	As stipulated in the tender document
5	Sale of tender document	21 /01/2021 to 08/02 /2021 on all working days 10.00 A.M. to 5.00 P.M. On 9 th February 2021 up to 11 A.M.
6	Pre-bid meeting	25-01-2021 at 11.00 AM at the venue mentioned below
7	Last date for receipt of tender	09-02-2021 up to 3.00 PM
8	Date,time and place of opening the tender	09-02 - 2021 at 3.30 PM. O/o the Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board, No 69, IOA building Thiru.vee.kaa High Road, Royapettah, Chennai – 14.

Secretary
Tamil Nadu Manual Workers Social Security
and welfare Board, Chennai-600014

INVITATION FOR TENDER

The Government of Tamil Nadu have decided to implement the scheme of distribution of safety kits which includes Uniform Dress Material, First aid Kit, a Pair of shoes and fire extinguisher free of cost to 20,000 registered Drivers in Tamil Nadu Unorganised Drivers welfare Board.

The Government of Tamil Nadu vide G.O (Ms) No.115, Labour and Employment (11) Department, dated:22.07.2020 accorded permission to meet out the safety kit procuring expenditure from the fund of Tamil Nadu Unorganised Drivers Welfare Board. The safety kit will be procured in a transparent manner through Open Competitive Bidding process following the procedures stipulated in the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2,000 thereon.

Accordingly, Tamil Nadu Manual Workers Social Security and Welfare Board herein after will be mentioned as TNMWSSW Board invites Tender through Open Tender for supply of **20,000** pair of Shoes throughout the State of Tamil Nadu as per the Technical Specification given in the Tender document.

The quantities given are indicative only and will vary up to 25% either way.

PROCEDURE FOR SUBMISSION OF TENDER

1. The tender should be submitted in 2 parts viz.

PART-A	:	TECHNICAL TENDER COVER
PART-B	:	PRICE TENDER COVER

2. Only Indian manufacturers / authorized dealers having valid dealership for the period of minimum three years including current year with respect to Shoes shall participate in the tender.

3. The two parts of tender viz., Part A and Part B shall be placed in independent sealed envelope. Each part shall be superscribed as follows;

Part A: "Technical tender envelope"

Tender No:.....

Name of the Product

Due date/Time :

Part B: "Price tender envelope"

Tender No:

Name of the Product

Due date/Time :

4. The envelope containing Part-A and the envelope containing Part-B shall be placed inside an outer envelope (separate envelope for each Package) and the cover (envelope) should be sealed and superscribed as follows: "TENDER FOR THE SUPPLY OF SHOES".
5. Each bidder should submit an Earnest Money Deposit of Rs.95,000/- (Rupees Ninety Five Thousand only) for the item quoted and EMD shall be submitted in the form of D.D / Bankers cheque in favour of the Secretary, O/o the Tamil Nadu Unorganised Drivers Welfare Board, payable at Chennai with the covering letter in a separate envelope superscribed as "Earnest Money Deposit" along with the sealed Technical Bid in Cover(Part-A).
- The EMD can also be paid by means of an irrevocable Bank Guarantee obtained from a nationalized bank valid for a minimum period of 180 days from the scheduled date of opening of tender.
6. At first, the technical tender cover (PART A) will be opened and Evaluated as below
- a) Pre-qualification criteria will be evaluated as given in table in Sl. No.8 and qualified tenderer will be taken to further process, disqualified tenderer will be held at this stage itself.
 - b) The Shoes will be subjected to physical demonstration before the opening of price bid.
7. Only for the tenderer who comes out successfully in the physical demonstration after prequalification, the price bid will be opened.

8. Pre qualifications for the Tenderers (Eligibility Criteria)

Sl. No	Eligibility Criteria	Mandatory Documents to be submitted
1.	Earnest Money Deposit	EMD of Rs.95,000(Rupees Ninety Five Thousand only) should be submitted in the form of D.D / Bankers cheque in favour of The Secretary, O/o Tamil Nadu Unorganised Drivers Welfare Board payable at Chennai. (or) Bank guarantee valid for 180 days
2.	Duly filled in bids, both Technical and Financial sealed and marked in separate envelopes.	Each page of Technical tender and Price Tender should be duly signed by the authorized person and seal should be affixed.
3.	The tenderer should be a certified Indian manufacturer or authorized dealer of the shoe manufactured	Manufacturing License or Valid dealership Certificate obtained from the manufacturer for three years including current year should be submitted. Self-certificate by the Bidder or Print out of Bidder's profile will not be accepted.
4	Bidder should not have been currently block listed by any of the State or Central Government or organizations of the State or Central Government as on date of submission of tender.	Necessary Undertaking Letter should be furnished.
5	Annual turnover of the Company for the last 3 years average (2017-18, 2018-19 & 2019-20) should not be less than one Crore.	Annual turnover of the Company for the last 3 years average (2017-18, 2018-19 & 2019-20) certified by Chartered Accountant & tax audit report for the above 3 years should be submitted.

6	The Bidder should be in the business of manufacturing/ distribution of similar item for a period not less than 3 years.	i). Latest Income tax verification certificate, profit & loss statement and tax audit report for the last 3 years (2017-18, 2018-19 & 2019-20) should be submitted. and ii) Copy of purchase order and tax invoices for the supply of similar item to Boards, Government, dealers, industries, Various institutions, etc.. should be submitted.
7	The tenderer should have executed one (or) more supply orders for shoes within any year during the last 3 years (2017-18, 2018-19 & 2019-20) to any State Govt/ Public sector organization/statutory Govt bodies/Boards / Govt aided institutes / Large scale Industries / Institutions within India.	Copies of supply orders obtained and relevant completion/ performance certificate from the customers should be enclosed.

- Tenderers are expected to deliver the Shoes at the site within the specified Timeframe.
- Suppliers should supply only new Shoes
- Suppliers of second hand Shoes from India and abroad need not apply.
- If the tenderer supplied Shoes in earlier tender to Government/Boards, the quality of the supplied shoes shall be considered.

THE TENDER WHICH DO NOT SATISFY THE ABOVE PREQUALIFICATION WILL BE SUMMARILY REJECTED.

Pre-bid meeting will be held on 25 -01 -2021 at 11.00A.M. at the office of Secretary, Tamil Nadu Manual workers social security and welfare Board.No.69, IOA building, Thiru.vee.kaa high road, Royapettah, Chennai-14

9. The tender will be opened by the tender evaluation Committee / purchase Committee or by an officer authorized by the Secretary, Tamil Nadu Manual workers social security and welfare Board on behalf at the time and date specified.

10. The tender should be submitted in the format prescribed for the purpose (Appendix:1 to 7). They may be copied if so desired, but the prescribed format should be used for submitting the quotations. If the tenderer fails to submit the tender in the prescribed format, the tender will not be considered.
11. The price quoted in the tender shall be in Indian Rupee and valid for 6 months from opening of tenders and should include Packing, loading and unloading forwarding and freight charges to the respective destination. The GST for the total price of the item should be mentioned separately.
12. The Earnest Money Deposited by the tenderer is liable to be forfeited to this Board if the tenderer withdraws his tender after acceptance of his tender by this board (or) if the tenderer does not pay the Performance Security Deposit and does not execute the agreement within the specified date.
13. The name of the tenderers who withdraw the tenders before acceptance by this Board will be removed from the list of the approved suppliers maintained in this Board and future tenders from such tenderers will not be entertained and if so received will be summarily rejected if reasonable and convincing explanation is not given for withdrawing the tenders.
14. Duly filled in bids, both Technical and Financial, sealed and marked in separate envelopes along with the EMD must reach the above address on or before 3.00 PM on 09-02-2021. Techno commercial Bids shall be opened in the presence of bidder's authorized representative who wish to attend (any person who represent more than one tenderer will not be allowed in the tender opening) at 3.30 P.M. on the same day in the office of the Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board, Chennai - 14.
15. The Detailed Tender Documents can be downloaded at free of cost from the web- sites www.tenders.tn.gov.in(or)<http://labour.tn.gov.in/>
16. For any query, please contact the following address during office hours on any working day:-

The Secretary,
Tamil Nadu Manual Workers Social Security and Welfare Board,
No.69, IOA Building,
Thiru.Vee.Ka. High Road,
Royapettah, Chennai – 14.

INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

The Government of Tamil Nadu have decided to implement the scheme of distribution of safety kit Box which includes Uniform Dress Material, First aid Kit, a Pair of shoes and fire extinguisher at free of cost to 20,000 registered Unorganised Drivers of Tamil Nadu Unorganised Drivers welfare Board.

Sealed Tenders are invited under Two Cover System from reputed firms for purchase of Pair of Shoes. Tenders should be addressed to the Tender Inviting Authority Office of the Secretary, Tamil Nadu Manual Workers Social Security and welfare Board, Chennai-14.

1.2 Eligibility criteria for Tendering:

- 1.2.1 Either tenderer should be a certified Indian manufacturer (or) authorized dealer of Shoes.
- 1.2.2 Tenderer should have adequate technical experience, manpower and infrastructure facilities in Tamil Nadu.
- 1.2.3 Tenderer should submit the tender for Indian make Shoes and should have adequate financial standing and proven track record.

1.3 Technical Experience:

- 1.3.1 In support of evidence of the experience, the tenderer shall furnish the following information along with this tender as per Appendix-I.
- 1.3.2 Certified Photostat copies of the relevant pages from the contract with the owners for whom he has supplied the Shoes in the past.
- 1.3.3 A person holding a valid power of attorney in the Company and of a rank not less than the Director of the Company shall do the certification. A certified copy of the power of attorney (certified by the Company Secretary or the Legal Manager) shall also be enclosed

1.4 Financial Standing

- 1.4.1 The tenderer will also be evaluated for financial standing on the following basis and he shall furnish the following information as required in Appendix-2
 - i) Performance Standing
 - ii) Annual turnover
- 1.4.2 Performance Standing:

It is necessary that the tenderer should have a sound financial standing. For this purpose, the tenderer shall submit audited annual financial statement issued by chartered accountant. The reports of the tenderer and the Purchase Committee assessment, wherever possible will be duly weighed to establish the overall financial capacity.

1.4.3 Annual Turnover:

The minimum annual turnover of the Tenderer shall be based on the average turnover of aggregate of the item quoted in the preceding three (3) years as reported in the documents reference sub clause (i) above.

1.5 One tender per tenderer:

- 1.5.1 Each tenderer shall submit only one tender at once. In case, a tenderer submits more than one tender for the same both the tenders will be disqualified.

1.6 Cost of tendering:

- 1.6.1 The tenderer shall bear all costs associated with the preparation, submission of this tender and the cost of test certificate. The Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board, Chennai will in no case be responsible (or) liable for these costs.

B. TENDER DOCUMENTS

2. Contents of Tender Documents:

The Tender document for the supply of Shoes contains.

PART A-Technical Tender Envelope (Please see 11.7 and 11.8 for details)

PART B-Price Tender envelope (Please see 11.9 for details)

- 2.1 The Tenderer is particularly requested to check the specification shown in the tender document and obtain his own information on all matters which may in any way affect this tender, as no claim for extras for any alleged ignorance in respect thereof shall be pertained.
- 2.2 Notwithstanding the specification of tender document the tenderer is responsible for successful completion and satisfactory performance. Any omission in specification shall not permit the tenderer for additional payments. The tendered price should be inclusive of such additional items required for successful completion and satisfactory performance.

3. Clarification of bidding documents:

- 3.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchase Committee/ the Secretary TNMWSSW Board in writing or by E-mail at the Purchase Committee's mailing address indicated in the Invitation of Bids. The Purchase Committee will respond in writing to any request for clarification of the Bidding Documents, which it received not later than 5 days prior to the deadline for submission of bid prescribed by the Purchase Committee.

4. Amendment of bidding documents:

- 4.1 At any time prior to the deadline for submission of bids, the Evaluation/Purchase Committee may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

- 4.2 The amendment will be notified in writing or E-mail to all Prospective Bidders, who have received the Bidding Documents from TNMWSSW Board and will be binding on them. The same will be available in the website.
- 4.3 The Evaluation/Purchase Committee may, at its discretion, extend the deadline for the submission of bids. Bidders shall ensure any corrigendum released before the submission of bid.

C.PREPARATION OF TENDER

5.Tender Price and Requirements (Quoting rates):

- 5.1 Tenderers are required to quote the price for the Shoes separately and fill in all the blanks in the technical schedules legibly and properly, crossing out, rewriting, signing and dating shall make out of correction if any.
- 5.2 The Goods Service Tax (GST) shall be separately indicated in the Shoe prices by the tenderers.
- 5.3 Further the quoted price shall be inclusive of packing, forwarding, freight, insurance, loading, unloading, and storage, movements at site charges etc., should be complete in all respects.
- 5.4 Prices should be quoted as details in clause 5.2 and 5.3. If any of the above is mentioned as Extra the tender will be summarily rejected.
- 5.5 The tenderer shall fill up and sign the letter of tender (Appendix 3) and all schedules etc. which are included in the tender document.
- 5.6The rates quoted in the tender are valid for the period of 6 months.
- 5.7The rates should be F.O.R. Destination.
- 5.8The rates should not be altered (or) overwritten. The rates quoted shall always be both in figures and in words.

6.Technical and Material specification:

- 6.1 Tenderer shall submit their tenders in accordance with the specification of the tender document. Whenever the Shoes offered do not confirm to the specification mentioned in the tender document, full particulars of the deviation must be specifically furnished.
- 6.2 Tenderer should clearly mention the brand, type, model and name and the address of the manufacturer of the Shoes quoted.
- 6.3 The I.S.I. Number if available should be specifically quoted for Shoes
- 6.4 The tenders shall be accompanied by all particulars asked for in the Package including original catalogue, outline dimension, drawings and all the essential technical literature for the item offered.
- 6.5 The tenderer should enclose relevant individual catalogue containing the technical specification for the Shoes quoted in Particular.

7.Tender Validity:

- 7.1 Tenders shall remain valid for a period of 180 days from the due date of submission of the Tender.
- 7.2 In exceptional circumstances prior to expiry of the original time limit the Secretary, Tamil Nadu Manual workers social security and welfare Board may request the Tenderer to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by E-mail. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be permitted to modify his Tender. However, he shall extend the validity of the Earnest Money Deposit for the period of the extension.

8.Earnest Money Deposit:

- 8.1 Each tenderer should pay an EMD amount of Rs.95,000/- (Rupees Ninety Five Thousand Only) by means of a Demand Draft / Bankers cheque drawn in favor of The Secretary, O/o the Tamil Nadu Unorganised Drivers Welfare Board (or) irrevocable Bank Guarantee issued by a nationalized bank. If the amount of EMD is less than the indicated value, such tender would be summarily rejected.
- 8.2 No cash or cheque will be received towards E.M.D.
- 8.3 The EMD for the unsuccessful tenderer will be arranged to be refunded within a reasonable time consistent with the rules and regulations in this regard.
- 8.4 TNMWSSW Board does not accept any liability to back the EMD within a definite time and no interest will be allowed thereon.
- 8.5 The Board will however arrange to refund the EMD to unsuccessful tenderers after finalization of successful tenderer.
- 8.6 If the Tenderer is a Small Scale Industrial unit located within the state and registered with Directorate of Industries and Commerce, Government of Tamil Nadu (or) NSIC with Government of India, certificate to that effect with the product range mentioned in the certificate should be enclosed, for the request to waive the EMD
- 8.6.1 If the tenderer is a Co-operative Society, a certificate to that effect obtained from Registrar of Co-operative Societies / Tamil Nadu Khadi and Village Industries Board / Director of Industries and Commerce as the case may be with the product range mentioned in the certificate should be enclosed for waiving from submission of EMD.
- 8.6.2 If the tenderer fails to produce the Certificate for the product range mentioned under above clause 8.6 and 8.6.1, and also if found incorrect or false, the tenderer will be treated as not respondent and their tender will be disqualified.

8.7 The EMD may be forfeited if

- 8.7.1 The Tenderer withdraws his tender after acceptance of his tender by this Board
- 8.7.2 The prices quoted by the tenderers will be checked by the Evaluation/Purchase Committee / The Secretary, TNMWSSW Board for any arithmetic errors. (Discrepancy between the figures and words, a discrepancy in the total shall be corrected) If the tenderer does not accept the correction of tender price the tender will be rejected and the EMD will be forfeited.
- 8.7.3 In case of a successful tenderer, the tenderer fails within the stipulated time limit to furnish the required performance security deposit (or) signed contract agreement.

9. Signing of the Tender:

- 9.1 The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The person (or) persons signing the tenders shall sign all pages of the tender where entries (or) amendments have been made. The tenderer shall enclose a certificate copy of the power of attorney authorizing the signatory (or) signatories to sign the tender document. This certification shall be from the Managing Commissioner (or) the Legal Manager of the firm.
- 9.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Purchase Committee / The Secretary, TNMWSSW Board or as necessary to correct errors made by the tenderer, in which case such corrections shall be signed by the person or persons signing the tender.

D.PROCEDURES FOR SUBMISSION OF TENDER**10. Due date for Tender submission:**

- 10.1 Tenders in sealed envelope/packing as detailed in clause 11.4, 11.5 and 11.6 below will be received at this office up to 3.00PM on 09-02-2021. If the said date happens to be a holiday for this office, the tenders will be received up to 3.00PM on the next working day.
- 10.2 The Tender Inviting Authority/ The Secretary, TNMWSSW Board may extend the due date for submission of tender by issuing an amendment in which case all the rights and obligations of the Secretary, TNMWSSW Board and the tenderers previously subject to the original due date for submission will then be subject to the new date for submission, as extended.

11. Procedures for Submission of Tenders:

- 11.1 Tenderers are advised to go through the tender documents in full detail and understand all the provisions and stipulated condition therein before submitting the tender.
- 11.2 The tender must be submitted in the form prescribed so as to be received within the stipulated date and time as per clause 10.
- 11.3 Tender submitted by telex, cable or E-mail would not be accepted and will be summarily rejected.

11.4 The tender for Shoes shall be submitted in two parts viz. Part A and Part B, each part shall be placed in an independent sealed envelope.

Each part should be superscribed as follows:

Part A: "Technical tender envelope"

Tender No:

Name of the Product

Due date/Time :

Part B: "Price tender envelope"

Tender No:

Name of the Product

Due date/Time :

11.5 The envelope containing Part A and the envelope containing Part B shall be placed inside an outer envelope and shall be superscribed as follows:

Tender for Supply of Shoes to registered drivers in the Tamil Nadu unorganized Drivers Welfare Board

11.6 The tender shall be addressed to

The Secretary,
Tamil Nadu Manual Workers Social Security and Welfare
Board, No.69,IOA Building, 2nd Floor, Thiru.Vee.KA. High
Road, Royapettah, Chennai – 600 014.
Tamil Nadu.

Each envelope shall carry the name and addresses of the tenderer prominently.

11.7 The Technical Tender Envelope shall contain the following as per the sequence indicated below:

- i) Covering letter.
- ii) Financial capacity-Appendix 2 (Incase of SSI/NSIC/ Co- operative Society this should be certified by the concerned authority and the copy of the same should be enclosed).
- iii) Earnest Money Deposit (EMD)
- iv) Certified power of attorney authorizing a representative (or) representatives of the firm to sign the tender and all subsequent communication.
- v) Reference list of Shoes supply executed by the applicant in Tamil Nadu and other States(Appendix1)

- vi) Letter of Tenderer as per Appendix 3.
- vii) Declaration by tenderer without any technical and commercial Deviation in the forward of the letter enclosed with the tender as per Appendix 4.
- viii) Schedule of technical information as per (Appendix 6) should be submitted.
 - ix) Documentary evidences of un-ambiguous fulfillment of eligibility criteria of a manufacturer /Authorized Dealer.
 - x) Latest Income tax verification certificate and Goods and Services Tax (GST) verification certificate.
 - xi) Tender should accompany catalogues, outline drawings, dimensioned drawing and all the essential technical literature for Shoes offered.
 - xii) Any other Technical details
 - xiii) Service centers in Tamil Nadu and their full postal address with phone numbers
 - xiv) Proof for number of years in the business and registration under Industries Act.
 - xv) Appendix 1 to 7 should be attached.(Schedule)

11.8 The technical envelope shall not contain the following:

- i) Schedule of price of the tender document constituting the tender prices.
- ii) Any indication either direct or indirect on implicit or explicit (or) implied regarding the tender prices (or) it's breakup details (or) any other related price indication etc. shall become the cause for outright disqualification of the entire tender.

11.9 The envelope superscribed "PRICE TENDER ENVELOPE" shall contain the following

- i) Covering letter
- ii) Tender price as in Schedule of prices of the tender document with each page duly signed, dated, stamped with the seal of the firm. In the Tender price schedule Terms and conditions, F.O.R. destination, Delivery period, Validity, Payment terms & Warranty etc., to be mentioned clearly.
- iii) Apart from the schedule of prices duly filled in, Tenderer shall not enclose any other documents (or) statements that will influence the price.
- iv) If the tenderer offers any discount in terms of percentage of rupee, it should be calculated and quoted in "Cost per pair of Shoes" column of Appendix-5 (Schedule of price).

12 LateTenders:

- 12.1 Any Tenders received after the due date and time as per clause 10 of the instructions to tenderers will not be considered and will be returned unopened to the tenderer.

E.TENDER OPENING AND EVALUATION:**13 Tender Opening:**

- 13.1 The tender evaluation Committee or The Secretary, Tamil Nadu Manual Workers Social Security and welfare Board, Chennai or authorized officer assigned by him will open the tenders (Technical tender covers for Shoes) in the presence of the tenderers or their authorized representatives at the conference hall, O/o The Secretary, The Tamil Nadu Manual Workers Social Security and welfare Board, Chennai – 6 0 0 014 on 09.02.2021@3.30PM. In the event of the specified date of tender opening being declared a holiday, the tenders will be opened at the same time on the next working day.
- 13.2 On opening the tender, the tender evaluation Committee / The Secretary, Tamil Nadu Manual Workers Social Security and welfare Board, Chennai-14 or authorized officer will read out the details as per the checklist of each tenderer. No other details will be readout or disclosed.

14 Process to be Confidential:

- 14.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any efforts by a tenderer to influence the Board in the process of tenders or award decisions may result in the rejection of his tender.

15.Procedures for Tender Evaluation:

- 15.1 Tenders shall be evaluated as per the provisions made in the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules -2000.
- 15.2 The detailed evaluation shall be carried out only after the “pre- qualification “as per Rule 32 and “initial examination” as per Rule 28 of the Tamil Nadu Transparency in Tenders Rules– 2000 [G.O. Ms No. 446 dated 26.09.2000 of Finance (salaries) Department].
- 15.3 After opening the tenders, the Evaluation/Purchase Committee or authorized Tender scrutiny committee will evaluate whether the tenderer has fulfilled all the conditions as stipulated under clause 11.7 of the instructions to tenderers viz. the EMD, the various appendices required to be submitted with the Tender, and other documents as called for tenderers who have not submitted the documents as per sub-clause 11.7 will be disqualified.

15.4 The Evaluation / Purchase Committee or authorized Tender scrutiny committee will now proceed with the evaluation of those tenders which have not been rejected as per clause 15.3 above.

15.5 The Evaluation/Purchase Committee or authorized Tender scrutiny committee after detailed evaluation, will determine whether the Tender is substantially responsive or not. A responsive tender is one which confirms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way of the scope, quality or performance of the products.

- a) Which in a substantial way is inconsistent with the Tender Documents, the tender accepting authority's rights or the Tenderer's obligations under the contract, or
- b) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

15.6 For detailed evaluation a "Technical evaluation team" will be formed. The Technical evaluation team will evaluate the package wise details.

Detailed evaluation includes evaluation of material evidence such as manufacturer's original catalogue, technical details, dimensioned drawings, test certificate, authorization letter from the manufacturer and all the essential technical literature. The tenders shall be disqualified in the evaluation for the reasons mentioned below;

- i) The tenders which do not have the required material evidence (manufacturer's original catalogue, drawings etc.) shall be disqualified.
- ii) The tenders which do not fulfill the specification laid down in the tender schedule and not submitting the Schedule of technical information as per (Appendix - 6) shall be disqualified.
- iii) The tenderer should quote only one model without option for Shoes. The tender which have more than one model for Shoes shall be disqualified.
- iv) The tenderer who fails to demonstrate the quoted Shoes successfully for its performance while evaluating by the technical team that Shoes shall be disqualified.

15.7 To assist the examination, evaluation and comparison of Tenders, The Secretary, TNMWSSW Board or the tender accepting authority, may at his discretion, ask any tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by E-mail but no change in the substance of the Tender shall be sought, offered, or permitted.

- 15.8 When a Tender fails to be responsive, it will be rejected by the tender accepting authority and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.
- 15.9 The Evaluation committee /purchase committee or authorized Tender scrutiny committee will then proceed with opening of Part-B, i.e. "Price Tender Envelope" of those tenderers whose technical tender under Part-A has been accepted. The opening of the "Price Tender Envelope" will be done in the presence of those tenderers or their representatives who choose to be present. The authorized Tender scrutiny committee will inform such tenderers in advance about the acceptance of their technical tender and the date and time of opening of the "Price Tender Envelope".
- 15.10 On the date of the Price Tender opening, the authorized Tender scrutiny committee will read out the price of the tender as quoted by them.

16 Correction of Error

- 16.1 The prices quoted by the tenderers will be checked by the Purchase Committee / Evaluation committee / the Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board or authorized committee for any arithmetic errors. Errors will be corrected as follows:
- a. Where there is a discrepancy between figures and words in the schedule of price, the price given in words shall govern.
 - b. The discrepancy in the total shall be corrected by considering the prices quoted by the tenderer for the individual items in words which shall govern.
- 16.2 The amount stated in the tender price will be corrected by the Board in accordance with the above procedure for the correction of errors and with a concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount the tender will be rejected and the EMD will be forfeited in accordance with the clause 8.7 of the instruction to the tenderers.

17 Evaluation of Tender prices:

- 17.1 Tenderers whose price is lowest for the item quoted will be considered as L1 and will be called for Negotiation.
- 17.2 Negotiation for further reduction in price will be carried out for Shoes.
- 17.3 In evaluating the tender price, the Evaluation Committee / The Secretary TNMWSSW Board will determine for each tender, the evaluated tender price by adjusting the tender price by making corrections for pursuant to clause 16 above.
- 17.4 If the bidders are both from the state of Tamil Nadu and outside the state of Tamil Nadu, Goods & Service Tax (GST) paid or payable on components and raw materials incorporated or to be incorporated on the Shoes shall be based on the ex-factory / ex-warehouse price of Shoes.
- 17.5 If the bidders either from the State of Tamil Nadu and outside the state of Tamil Nadu fails to furnish the breakup details of taxes and duties paid or payable on components and raw materials incorporated or to be incorporated on the Shoes such bidder will not be considered.
- 17.6 Purchase preference to Government departments, Public Sector undertakings, Statutory Boards and other similar institutions. In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender document shall clearly indicate that up to forty percent of the total requirement in the procurement may be awarded to Government departments, Public Sector Undertakings, Statutory boards and other similar institutions as may be notified by the Government, in respect of only of goods manufacturer or producer or services provided or rendered by them, if such tenderer is willing to match the price of the lowest tender.

18.Award of Tender

18.1 The Purchase committee / The Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board has the right to accept any tender and to reject any or all tenders or Schedules without assigning any reason.

18.2 Notwithstanding anything that is said herein, the tender accepting authority reserves the right to accept or reject and tender/packages and to cancel the tendering process and reject all tenders/packages, at any time prior to the award of tender, without there by incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the authorized tender scrutiny committee's action.

19.Notification of Award:

19.1 The tenderer whose tender has been accepted will be notified of the award by the Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board, Chennai-14, in writing by letter.

19.2. Upon furnishing by the successful tenderer, the performance Security Deposit and upon signing the agreement the Secretary, TNMWSSW Board will promptly notify the other tenderers that their tenders have been unsuccessful and will arrange to return their EMD.

20.Performance Security Deposit:

20.1 The Success tenderer will be required to furnish performance security Deposit of five percent (5%) of the total value of all orders likely to be placed with him within 15 days from the date of receipt of the communication intimating the acceptance of tender. This deposit should be in the form of

a) Demand Draft or

b) Banker's Cheque

20.2 If the accepted tenderer fails to remit the performance security deposit within the above said period, the Earnest Money paid by him will be forfeited to the TNMWSSW Board and his tender will become null and void.

20.3 No Interest will be paid by this Board on the Performance Security Deposit mentioned in Clause 20.1 above.

- 20.4 The successful tenderer will be required to produce all certificates after the acceptance of the tender for reference or return. Failure to produce original certificates entails canceling of offer.
- 20.5 The validity of the Performance Security Deposits should be 45 days beyond the warranty period. The Performance Security Deposits will be returned not later than 60 days after the warranty period.

21. Signing in the Agreement:

- 21.1 The Successful tenderer will be required to execute an agreement on a non-judicial stamp paper to the value of Rs.100/- embodying the terms and conditions to the tender within 15 days from the date of receipt of intimation of the acceptance of the tender.
- 21.2 If the agreement mentioned in clause 21.1 above is not executed in the prescribed period, the Earnest Money Deposit and Performance Security Deposit of the tenderer are liable to be forfeited to the Board.
- 21.3 In case successful tenderer being the Small Scale Industries (SSI), the agreement mentioned in clause 21.1 above the tender will become null and void.
- 21.4 The successful tenderer if fails to execute the agreement within the stipulated period of 15 days from the date of receipt of communication of this Board, accepting the rates approved, he will also be liable for all damages arising there for such default including the cost of conducting fresh tender and increase in rates if any, in subsequent agreement and shall compensate for all losses sustained to this Board in this regard.
- 21.5 The successful tender rates should be valid for a period of 6 months from the date of execution of agreement.

22. Conditions of supply:

- i) Adducing reasons like break down of machinery in factories, power cut if any enforced by the Electricity Board, strikes, non-availability of containers required formulation, non-availability of containers required size and quantity for not accepting orders when placed for delays if any in actual supplies, will not be entertained. Non-fulfillment of the contract on the above grounds will result in forfeiture of a part or whole of performance security deposits decided by the Secretary, Tami Nadu Manual Workers Social Security and Welfare Board, Chennai besides debarring the supplying firm to enter any subsequent period.

- ii) Failure on the part of the tenderer to execute the orders in time and entailing the Board/ agencies to resort to the purchase of any particular material from other sources at higher prices than the contract will also be subject to recovery of the difference in cost of the tenderer.
- iii) The final specification of the product shall be as per the decision of the purchase committee.
- iv) The rates should be quoted with reference to the specification as mentioned in the tender schedule.
- v) If a firm fails to supply the Shoes approved, the firm will be debarred from participating in the subsequent contract at the discretion of the Secretary, TMWSSW Board.
- vi) If any time during the warranty period, Shoes supplied are found to be not in accordance with the specifications, the condition imposed in the agreement will be forced.
- vii) In the event of Non-compliance of the tender condition by the tenderers, the TMWSSW Board Reserves the right to reallocate or revise the item already approved at the time during the tender period and cannot be questioned by anybody.

The L1 bidder should submit test report issued by laboratory duly recognized or approved by the respective Government to the purchaser, prior to obtaining a clearance for dispatching the manufactured Shoes.

23.Packing &Delivery:

Packing:

1. The Shoes should be packed in the pouch or Box.
2. Each pouch/ Box should contain packing Slip having the details of package Name , Item name with quantity.
3. Warranty cards should be enclosed with this packing wherever applicable.
4. Printing details if any (to be printed on Shoes bag) will be given at the time of issuing award of contract.

Delivery:

1. Earliest possible time of delivery shall be indicated in the tender and should be adhered to, in the event of order.
2. The Shoes should be delivered district wise to the O/o. the Assistant Commissioner of Labour (SSS) in Tamil Nadu as per the consignee list provided by Board and should complete the delivery within 30 days from the date of award of contract.
3. The supplier should arrange to unpack the delivered items if dispatched through courier/ parcel service, for correctness of consignment received at the stores at the user end within 3 days for necessary inspection. Any delay in the above process claimed by the supplier will not be entertained.
4. The supplier should attach a copy of purchase order along with the supply

Note: The destination place to which Shoes should be supplied are given below.

S.No	Name of the District with Address for delivery of Shoes	Number of Shoes to be delivered			
		Shoes with Size number			
		Size. No. 7	Size. No. 8	Size. No. 9	Size. No. 10
1	Assistant Commissioner of Labour (Social Security Scheme) No. 36A/67, Tamilnadu TNH Building, IInd Floor, North Usman Road, T.Nagar, Chennai – 600 017. Ph : 044-2834 2776 e-mail : aclsss17@gmail.com	160	800	480	160
2	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office, Opp. District Register Office, Nallipalayam Post, Namakkal – 637 003. Ph : 04286 – 233220 e-mail : aclsssnkl@gmail.com	110	550	330	110

3	Assistant Commissioner of Labour (Social Security Scheme) No.46/B2, VillakkadiKoilStreet,Near to RangasamyKulam, Kanchipuram – 631 501. Ph : 27230279 e-mail : lossskpm@gmail.com	40	200	120	40
4	Assistant Commissioner of Labour (Social Security Scheme) No.1847, Trichy Road, CAI Maghendra Backside, Ramanathapuram, Kovai – 641 045. Ph : 0422-2324988 e-mail : lossskovai@gmail.com	100	500	300	100
5	Assistant Commissioner of Labour (Social Security Scheme) No.58/88, SiddiVinayagarKovil Street, Periyakuppam Post, Thiruvallur – 602 001. Ph : 2766 5160. e-mail : lossstrl@gmail.com	50	250	150	50
6	Assistant Commissioner of Labour (Social Security Scheme) No.274, D – State Bank Lane, Udhagai, Nilgiris – 643 001. Ph : 0423 – 2448524 e-mail : losssnilgiris@gmail.com	15	75	45	15
7	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office Campus, (Ground Floor) Amman Nagar, Mel Monavur, Vellore – 632 010. Ph : 0416 – 2292212. e-mail : losssvellore@gmail.com	150	750	450	150
8	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office, Semmandalam, Deepan Nagar, District Employment Office Back Side, Cuddalore – 607 001. Ph : 04142-291398 e-mail : lossscud@gmail.com	40	200	120	40

9	Assistant Commissioner of Labour (Social Security Scheme) Old No.1, New No. 8, Gandhi Nagar, V.D.S.School opposite, 8 th Street, Thiruvannamalai – 606 601. Ph : 04175 – 220 544. e-mail : lossstvmalai@gmail.com	20	100	60	20
10	Assistant Commissioner of Labour (Social Security Scheme) Plot no.6/12, Arumugam Lay out, 1 st Street, Kanniyakulam Road, Villupuram – 605 602. Ph : 04146- 222 692. e-mail : losssvpm@gmail.com/	20	100	60	20
11	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office (ground Floor), Near District Employment Office, Korimedu, Salem – 636 007. Ph : 0427 – 240 2648 e-mail : lossssalem@gmail.com	165	825	495	165
12	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office, No. 35, Kizhatheru, North Dairy Farm, Nagapattinam -611003 Ph : 04365 – 252 204. e-mail : losssnagai@gmail.com	20	100	60	20
13	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office Ground Floor, Government Training Institute Back Side, Near by Maharaja Kalaiyaramam, Sennimalai Road, Erode – 638 009. Ph : 0424 – 2275592. e-mail : lossserode@gmail.com	100	500	300	100

14	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office New District Collector Office Campus, Near Registrar Office, Thanjavur Trichy Road, Thanjavur – 613 010. Ph : 04362 – 264549. e-mail : losssthanjavur@gmail.com	50	250	150	50
15	Assistant Commissioner of Labour (Social Security Scheme) PWD & District Collector Office Campus, Collectrate Post, Dharmapuri – 636 705. Ph : 04342 – 233771 e-mail : losssdharmapuri@gmail.com	30	150	90	30
16	Assistant Commissioner of Labour (Social Security Scheme) No.19, Periya Mill Street, Vijayapuram, Tiruvarur – 610001. Ph : 04366 –251210. e-mail : lossstiruvarur@gmail.com	20	100	60	20
17	Assistant Commissioner of Labour (Social Security Scheme) O/o. Integrated Labour Department Office, C.L.C. Compound, Sengulam Colony, Mannarpuram, Trichy – 20. Ph : 0431 – 231 28 75. e-mail : lossstrichi@gmail.com	40	200	120	40
18	Assistant Commissioner of Labour (Social Security Scheme) District Collector Office Campus, Karuvellaickenpatti, Theni-625531 Ph : 04546 – 260 350. e-mail : lossstheni@gmail.com	100	500	300	100
19	Assistant Commissioner of Labour (Social Security Scheme) TNHB Building Campus, 1 st Floor, Ellis Nagar, Madurai – 625 016. Ph : 0452 – 260 1449. e-mail : losssmadurai@gmail.com	60	300	180	60

20	Assistant Commissioner of Labour (Social Security Scheme) Salem Main Road, Near LIC, Krishnagiri – 635 001. Ph : 04343 – 231 321. e-mail : lossskrisnagiri@gmail.com	40	200	120	40
21	Assistant Commissioner of Labour (Social Security Scheme) No.1/13C, Integrated Labour Department Office Campus, 2 nd Floor, District Collector Office Campus, Virudhunagar – 626 002. Ph : 04562 – 252 148. e-mail : losssvirudhunagar@gmail.com	20	100	60	20
22	Assistant Commissioner of Labour (Social Security Scheme) No.190, Kamaraj Nagar, 1 st Street, Near by. Mettupalayam Bus Stop, T.N.Road, Tiruppur – 641 602. Ph : 0421 – 2477276 e-mail : lossstup@gmail.com aclsstup@gmail.com	30	150	90	30
23	Assistant Commissioner of Labour (Social Security Scheme) No.161, 168, District Collector Office Campus, RTO Campus Via, Near by. Horticulture Department, Kanchirangal, Sivagankai – 630 561. Ph : 04575 – 240 320. e-mail : lossssivagankai@gmail.com	20	100	60	20
24	Assistant Commissioner of Labour (Social Security Scheme) No. 33/47, Vivekanandar Street, Velipattinam (PO), Ramanathapuram – 623 504. Ph : 04567 – 226 255. e-mail : losssramnad@gmail.com	20	100	60	20
25	Assistant Commissioner of Labour (Social Security Scheme) No.393, C.L. Road, Vaniyambadi – 635 751 Tirupattur District, Ph : 04174 – 22 999 5. e-mail : losssvaniyambadi@gmail.com	100	500	300	100

26	Assistant Commissioner of Labour (Social Security Scheme) No.61, Thachur Road, Krishnapuram, Ponneri – 601 204 , Tiruvallur District, Ph.No: 044 – 27972221, e-mail : losssponneri@gmail.com	15	75	45	15
27	Assistant Commissioner of Labour (Social Security Scheme) Integrated Labour Department Office Campus, 1 st Floor, No.234/B, Sannathi Street, Vennamalai Post, Manmangalam Taluk, Karur – 639 006 . Ph : 04324 – 220 330. e-mail : lossskarur@gmail.com	150	750	450	150
28	Assistant Commissioner of Labour (Social Security Scheme) Integrated Labour Department Office, Block No. 39, Vasantham Colony, Thirumal Nagar, Palayamkottai, Tirunelveli – 627 007 . Ph : 0462 – 2555010. e-mail : losssnellai@gmail.com	50	250	150	50
29	Assistant Commissioner of Labour (Social Security Scheme) Integrated Labour Department Office Campus, Collector Office Campus, Dindigul – 624 004 . Ph : 0451 – 2460 330. e-mail : losssdindigul@gmail.com	50	250	150	50
30	Assistant Commissioner of Labour (Social Security Scheme) Integrated Labour Department Office, Government ITI Campus, Korampallam, Thoothukudi– 628 101 . Ph : 0461 – 234 1110. e-mail : losssthoothukudi@gmail.com	50	250	150	50

31	Assistant Commissioner of Labour (Social Security Scheme) Integrated Labour Department Office, Back Side of District Court Campus, Perambalur – 621 212. Ph : 04328 – 225122. e-mail : losssperambalur@gmail.com	15	75	45	15
32	Assistant Commissioner of Labour (Social Security Scheme) Integrated Labour Department Office, Konam, Opposite to All India Radio, Nagercoil – 629004. Kanyakumari District ,Ph : 04652 –226658. e-mail : lossskkkumary@gmail.com	20	100	60	20
33	Assistant Commissioner of Labour (Social Security Scheme) Integrated Labour Office Building, Government ITI Campus, Trichy Road, Thirukkottai Pudukkottai – 622 002. Ph : 04322 – 225675. e-mail : lossspudukottai@gmail.com	100	500	300	100
34	Assistant Commissioner of Labour (Social Security Scheme) No.12, Chinnakadai Street, (Near Bank of Baroda) Ariyalur – 621 704. Ph : 04329 – 220087. e-mail : losssariyalur@gmail.com	15	75	45	15
35	Assistant Commissioner of Labour (Social Security Scheme) No.5/288/6, Mukkiravilai, Railway Station Road, Nallur, Marthandam – 629 165. Kanyakumary. Ph : 04651 – 273658. e-mail : losssmarthandam@gmail.com	15	75	45	15
Total		2000	10000	6000	2000

24.Payment and Mode of Payment

- i. Payment will be made only after the receipt of materials at consignee address. Payment will be made according to the terms and conditions as mentioned below:
 - 95% of the cost of items will be paid after receipt of the item in good condition and tested by the consignee in accordance with the specifications given in the purchase order.
- ii. The balance 5% will be paid only after distributing the Shoes to all beneficiaries as provided in consignee address.
- iii. No payment will be affected against LR/RR or through Bank for the consignment by the Board
- iv. Any stipulated condition on mode of payment shall be considered as disqualification and tender rejected summarily

25.Warranty

- 25.1 The Supplier warrants that the Shoes supplied under this Contract are new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the Shoes supplied under the Contract shall have no defect rising from design, materials or workmanship (except insofar as the design or material is required by the TNMWSSW Board specifications) or from any act or omission of the supplier that may develop under normal use of the supplied Shoes in the conditions prevailing in the country off in all destination.
- 25.2 This warranty shall remain valid for six months for Shoes after the items or any portion thereof as the case may be, have been supplied and inspected at the final destination indicated in the Contract.
- 25.3 The TNMWSSW Board shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 25.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Shoes thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced items at the time of their replacement. No claim what so ever shall lie on the TNMWSSW Board for the replaced items thereafter.

25.5 If the Supplier having been notified fails to rectify the defect(s) within a reasonable period, the TNMWSSW Board may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the TNMWSSW Board may have against the Supplier under the Contract.

26.General

- 26.1 The tenderer should be reputed Indian Manufacturer/ authorized dealer having 3 years valid dealership certificate as the case may be as per the requirements and have adequate experience in manufacturing/ marketing of the specified item.
- 26.2 The tender accepting authority, the Secretary, TNMWSSW Board, Chennai has the right to consider the reputation of the tenderer.
- 26.3 The tenders without adequate technical and material specifications are liable for rejection.
- 26.4 The tenderer should ensure that whether the price tendered by him to the best of this knowledge and belief not more than the price which is permissible for tenderer to charge a private purchaser for the same class and description of goods under provision of any law for the time being in force if not state the reasons and the margin of profit included reputation of the tenderer.
- 26.5 Preference will be given to the Indian Standard Institutions certified goods wherever possible.
- 26.6 The tenderer should submit the tender for the Shoes manufactured in India only

27.Delays in the supplier's performance:

- 27.1 Delivery of Shoes and performance of the services shall be made by the supplier in accordance with the time schedule specified by the Purchase Committee/TNMWSSW BOARD in its schedule of requirements.
- 27.2 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; forfeiture of its performance security deposit, imposition of liquidated damages, and/or termination of the Contract for default.
- 27.3 If at any time during the performance of the Contract, the supplier or its sub-Contractor(s) should encounter conditions impeding timely delivery of the Shoes and performance or Services the supplier shall promptly notify the Purchase Committee/

TNMWSSW BOARD in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchase Committee shall evaluate the situation and may at its discretion extend the Supplier's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.

28.Liquidated Damages:

28.1 For Delays:

If the bidder fails to deliver or supply within the period of delivery indicated in the contract awarded, penalty of 0.5% of total cost of the package per week would be levied subject to a maximum of 30 days. It means the bidder shall have the liability of delayed supply to the maximum of 30 days after expiry of scheduled delivery date. After that the purchase order will be cancelled and EMD and PSD will be forfeited, and bidder will be debarred for participation in any future tender of this department.

28.2 For short fall in Product (Shoes) performance:

The supplier will be asked to take back the Shoes supplied by them, If it is not meeting the guaranteed performance/Productivity of equipment during actual testing as detailed in Technical specification and they have to refund the amount received so far to purchase Committee.

29.Termination for default:

29.1 The purchase Committee /TNMWSSW BOARD may without prejudice to any other remedy for breach of Contract by written notice of default sent to the supplier, terminate the Contract in whole or in part:

i) If the supplier fails to deliver any or all of the Shoes within the time period(s) specified in the Contract or any extension there of granted by the Purchase Committee pursuant to Clause (27);or

ii) If the supplier fails to perform any other obligations (s) under the Contract.

29.2 In the event the Purchase Committee/ The Secretary, TNMWSSW BOARD terminates the Contract in whole or in part, pursuant to clause 29.1 the Purchase Committee may procure, upon such terms and in such manner, as it deems appropriate Shoes similar to those undelivered and the Supplier shall be liable to the purchase Committee/ The Secretary, TNMWSSW BOARD for any excess cost for such similar Shoes. However, the Supplier shall continue performance of the Contract to the extent not terminated.

30. Force majeure

- 30.1 Notwithstanding the provisions of Clauses 27, 28 & 29 the Supplier shall not be liable for forfeiture of its performance security deposit, liquidated or damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.
- 30.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchase Committee/ The Secretary, TNMWSSW BOARD either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.
- 30.3 If a force-Majeure situation arises, the supplier shall promptly notify the Purchase Committee/ The Secretary, TNMWSSW Board in writing of such conditions in writing of such conditions and the cause there of within seven days from the date of happenings of such events. Unless otherwise directed by the Purchase Committee/ The Secretary, TNMWSSW Board in writing, the supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

31. Termination for insolvency

- 31.1 The Purchase Committee/ The Secretary, TNMWSSW Board may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier if the Supplier becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchase Committee/ The Secretary, TNMWSSW Board.

32. Termination for convenience

- 32.1 The Purchase Committee/ The Secretary, TNMWSSW Board may by written notice sent to the Supplier, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchase Committee/ The Secretary, TNMWSSW Board convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- 32.2 The Shoes that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the TNMWSSW Board at the Contract terms and prices. For the remaining items, the TNMWSSW Board may elect;

- a) To have any portion completed and delivered at the Contract terms and prices and /or
- b) To cancel the remaining and to pay the Supplier an agreed amount for partially completed items and for materials and parts previously procured by the Supplier against delivery of such partially completed parts and material parts previously procured.

33.Resolution of disputes

33.1 The Purchase Committee/ The Secretary, TNMWSSW Board and the supplier shall make every effort to resolve amicably through direct informal negotiation if any disagreement or dispute arising between them under as in connection with the Contract.

33.2 If, after thirty (30) days from the commencement of such informal negotiations, and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in this clause. The mechanisms may include but are not restricted to conciliation mediated by third party adjudication in an agreed national or international forum and/or international arbitration.

33.3 Clause of arbitration:-

Any dispute or difference whatsoever arising between the parties out of or relating to the conclusion, meaning scope, operation or effect of this contract or break thereof shall be settled by arbitration in accordance to the Indian Arbitration Action force and the award made in pursuance thereof shall be binding on the parties

33.4 The venue of Arbitration shall be office of the Secretary, TNMWSSW Board, Chennai, Tamil Nadu, India.

33.5 Clause of jurisdiction:

The law of Union of India shall govern all matters relating to proposed purchase of Shoes. Only Courts at Chennai shall have the jurisdiction to decide or adjudicate on any matter, which may arise.

34. Governing Language:-

34.1 The Contract shall be written in the language of the bid, as specified by the purchase Committee / The Secretary, TNMWSSW Board in the instructions to Bidder subject to Clause 35, that language version of the Contract shall govern its interpretation.

All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

35. Applicable Law:-

35.1 The Contract shall be interpreted in accordance with the Laws of India.

Enclosures:

1. Reference list of similar contracts executed by the applicant as Appendix-1
2. Financial capacity as Appendix-2
3. Letter of Tenderer as Appendix-3
4. Form of letter confirming agreement with technical and commercial terms and Conditions of the Tender as Appendix-4
5. Schedule of price as Appendix-5
6. Schedule of technical information as Appendix-6
7. CHECK LIST to be filled by the Tenderer as Appendix-7

APPENDIX – 1

Reference List of Shoes Supply executed by the applicant.

1. Details of Shoes supplied:

a) Name of the Manufacturing Company:

b) Model

c) Capacity/ Size /Quantity

2. Name of the Department / Board / Industries supplied (proof should be enclosed):

1. Address of the Department / Board/Industries:

2. Contract ref. and date:

3. Value of the contract:

4. Scope of work:

APPENDIX – 2**Financial capacity****Name of the Firm**

1. Address of the Registered Office:
2. Address of the Office communication:
3. Annual turnover in Rupees (for): (as per Tax Audit Report)

2017-2018

2018-2019

2019-2020

4.

Average net worth

5. Furnish Name, Address, Telephone No. Fax No. and contract person of your Bankers in a separate List attached to this Appendix
6. Furnish Name, address, Telephone No. Fax No, and contact person of your Insurance company in a separate list :

I hereby authenticate TNMWSSW BOARD and its consultants / representatives to seek information as required from our Bankers and Insurers.

Signature of person authorized.

Date: Name and Designation:

Attachments:

Audited annual reports for the 3 years
Preceding financial years –ie. 2017-2018, 2018-2019,
2019-2020, Bankers letter (Original) confirming bid capacity.

NOTE: The appendix shall be completed by the single applicant (or) by both the partners individually in the case of joint venture.

APPENDIX – 3

LETTER OF TENDERER TO

The Secretary,
The Tamil Nadu Manual Workers Social Security
and Welfare Board,
Chennai (TNMWSSW BOARD),
Royapettah, Chennai – 600 014.

Subject: Tender for Supply of Shoes to registered Drivers in Tamil Nadu Unorganised Drivers Welfare Board via office of the Assistant Commissioner of Labour (SSS) at District levels – as per the Package.

I/We, the undersigned do hereby accept the tender and undertake to perform, provide, execute all the works, materials, matters and things described or intimated in the package here to annexed and the specifications there to (which have been produced to and carefully examined by us) in strict accordance with and understand subject to the terms, provisions and conditions set forth or mentioned in the said package, specification at the rate given and as stated in the price schedule.

I/We herewith enclose D.D/ bankers Cheque.....date(Name of Bank)in favour of The secretary Tamil Nadu unorganized Drivers welfare Board towards EMD for Rs.....(.....) as a guarantee for the, due fulfillment of our tender and if successful undertake and agree to forward to the Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board (TNMWSSW BOARD) withinafter the notifications of the acceptance by the Purchase Committee/ The Secretary, TNMWSSW BOARD of this tender has been received by us, the performance security Deposit is demanded in the form and manner required as security for due fulfillment of our contract.

I/we undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance as stipulated in clause 7 of the instructions of Tenderers such period to date from the last date by which Tenders are due to be submitted to the Purchase Committee / TNMWSSW BOARD we do so withdraw, we shall forfeit the Earnest Money deposit to the Tamil Nadu Unorganised Drivers Welfare Board. We further undertake to produce the Income-Tax clearance certificate and the Certificate of Sales Tax verification in originals from the Commercial Tax Department of this State and agree to execute at our cost the Agreement attached within 15_the days after the notification of the acceptance of our tender has been received by us. In the event of our failing to make the security deposit or to execute the Agreement in the said manner the sum of Rs..... accompanying this Tender shall be forfeited to TNMWSSW BOARD and this concluded Contract shall in such case be considered, as having been cancelled or terminated and we agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

As witness our hand thisday of.....of 2021

Name and address:

Signature

APPENDIX – 4

Form of letter confirming agreement with technical and commercial terms and conditions of the tender

To.

THE SECRETARY,
TAMIL NADU MANUAL WORKERS SOCIAL SECURITY AND
WEFARE BOARD, NO.69. IOA BUILDING, THIRU.VEE.KAA. HIGH
ROAD, ROYAPETTAH CHENNAI – 14.
TAMIL NADU.

Sir,

Subject: Tender of Supply of Shoes to registered unorganized drivers of Tamil Nadu Unorganised Drivers Welfare Board as per the Package

We have submitted our Tender ref.....datedFor the supply of Shoes as per the specification and terms and conditions of the Tender document.

We confirm that our tender is in conformity with the technical and commercial terms and conditions as stipulated in the Tender Document and without any deviations whatsoever. We are aware that our Tender is liable for disqualification in the event technical and commercial deviations are observed by Evaluation Committee /Purchase Committee or The Secretary, Tamil Nadu Manual Workers Social Security and Welfare Board. Chennai – 14. (TNMWSSW BOARD) at a later date during the process of evaluation of our Tender.

Thanking you and assuring you of our best services

Always, Very Truly Yours,

Name of the Tenderer.

Signature and Name of the
Authorized signatory.

APPENDIX – 5
Price Schedules

Name of work: Supply of Shoes to the registered Drivers in the Tamil Nadu unorganized Drivers Welfare Board via the 35 District **Office of the Assistant Commissioner of Labour** as per the Notification.

Tender Notification for Shoes

Sl.No	Total Shoes to be supplied	Consignee Address ACL (SSS)	Cost per Pair of Shoes excluding GST)	Goods & Service Tax % in Rs.	Total Cost Inclusive of all duties and taxes in Rs. (d+e) x b	Remarks
a	b	c	d	e	f	g
			As per tender			
1						

(Note: This format may be used in landscape orientation and adjust column width suitably)

Terms and conditions

Destination.....

Delivery period

.....Validity:

..... Payment

Terms:.....

Warranty:

.....

Name of theTenderer:

Authorized Signature:

Designation:.

Date:

APPENDIX – 6
Schedule of Technical Information

Name of work: Supply. Of Shoes to the registered Drivers in the Tamil Nadu unorganized Drivers Welfare Board via the 35 District Office of the Assistant Commissioner of Labour as per the Notification

Tender Notification for Shoes

Description of Shoes (as per the tender)	Total Shoes to be supplied	Consignee address 35 ACL(SSS) in different Districts	Make / Model	Full Technical Specification offered by the tenderer
<input type="checkbox"/> . <input type="checkbox"/> . <input type="checkbox"/> .				

(Note: This format may be used in landscape orientation and adjust column width suitably)

NOTE:

1. Necessary Material evidence such as manufacturer's original catalogue/ dimensioned drawings etc., should be enclosed for each item.
2. Only one option should be quoted for the item (Tenders which have more than one option shall be summarily rejected). Also. While submitting the specification. Specific size; quantity should be in technical bid.
3. The Tenderer should enclose relevant individual catalogue containing the technical specification for the item quoted in particular.

Name of the Tenderer:

Authorized signature:

Designation:

Date

APPENDIX – 7

CHECK LIST to be filled by the Tenderer

01	A DEMAND draft No:_____Dt: For Rupees_____only drawn in favour of The secretary, Tamil Nadu Unorganised Drivers Welfare Board drawn on_____bank payable at Chennai towards the Earnest Money Deposit	Page no.	Yes	No
02	Tender Conditions in original duly signed in each page affixing seal of the company agreeing to abide by the various terms and conditions of the Tamil Nadu Tender Transparency Rules 2000.			
03	Reference List of Shoes supply executed by the applicant as per Appendix – 1			
04	Annual Turnover statement for the last three Accounting years Viz. 2017-2018, 2018-2019 and 2019-2020 as per Appendix – 2.			
05	Letter of the Tenderer as per Appendix – 3			
06	Form of Letter confirming agreement with Technical and Commercial Terms and Conditions of the Tender as per Appendix – 4.			
07	Schedule of Price as per Appendix – 5			
08	Schedule of Technical information as per Appendix – 6			
09	Xerox copies of the registration certificates under the GST or the Central Tax Act duly renewed up to date			
10	Copies of the Latest Assessment orders under the Goods and Service Tax			
11	Authorization letter nominating a responsible officer of the Organizations to participate in the Tender.			

Signature of the Tender

List of Shoes to be procured

Shoe size No.	Required quantity
7	2,000
8	10,000
9	6,000
10	2,000
Total	20,000

SPECIFICATION FOR SHOES

A. Upper – (From Product)

Material: Fabric (Synthetic –Nylon/Polyester) (Woven or Nonwoven)- Colour : Black

S.NO	Properties Required	Test Method	Specification
1.	GSM, g/m ²	ISO 3801: 2017/ SATRA TM 28: 1994	Min. 270
2.	Thickness, mm	SATRA TM 27: 2018/ ASTM-D1777-96:2019	1.5±0.5

B. Lining: Vamp, Quarter and Counter Lining (From Product)

Material: Black colour non allergic knitted mesh fabric (nylon or polyester) sandwiched with foam (PU or EVA)

S.NO	Properties Required	Test Method	Specification
1.	Thickness, mm Fabric	SATRA TM 27: 2018/ ASTM-D1777-96:2019	0.8±0.2

C. In-sock Lining (From Product)

Material: Black colour non allergic knitted mesh fabric (nylon or polyester) sandwiched with foam(PU or EVA)

S.NO	Properties Required	Test Method	Specification
1.	Thickness, mm Fabric Fabric with Foam	SATRA TM 27: 2018/ ASTM-D1777-96:2019	0.8±0.2 2.5±0.5

D. Insole (From Product)

Material: Strobel fabric(Nylon or Polyester)

S.NO	Properties Required	Test Method	Specification
1.	Thickness, mm	IS 15298 Part1:2015 (Clause-7.1)	Min.1.2

E. Counter stiffener: (From Product)

Material-Thermoplastic stiffener

S.NO	Properties Required	Test Method	Specification
1.	Thickness, mm	SATRA TM 27: 2018/ ASTM-D1777- 96:2019	1.4±0.2

F. Velcro fastener:(Hook and Loop) (Attachment strength)(From Product) Colour : Black**Material–Nylon**

S.NO	Properties Required	Test Method	Specification
1.	Width,mm	Measurement	25±1
2.	Peel strength, N/mm Initial	SATRA TM 123: 2018 ISO 22777:2014	Min. 0.10
3.	Shear strength, kPa Initial	SATRA TM 123:2018 ISO 22776:2014	Min. 75

G. Out Sole: (From Product)**Material-Rubber (Out Sole), Colour- Black, Midsole – EVA/PU, Colour –Black**

S.NO	Properties Required	Test Method	Specification
1.	Thickness (With Mid sole and Outsole), mm Forepart Heel Cleat height	Measurement	Measurement Min. 10.0 Min. 30.0 Min 2.0
2.	Hardness, Shore A (Rubber sole)	SATRA TM 205:2017 ISO 868: 2013	70±10
3.	Abrasion resistance,mm ³ (Relative volume loss) (Rubber sole)	SATRA TM 174: 2016 Method 1 ISO 4649:2017	Max. 250
4.	Density,g/cc (Rubber sole)	SATRA TM 134:2010 ISO 2781:2018	Min 1.2

H. Bond strength (Product test)

S.NO	Properties Required	Test Method	Specification
1.	Sole bond strength, N/mm (Upper to Midsole)	SATRA TM 411: 2019/ ISO 17708:2018	Min. 3.0 for other than stitched sole Min.2.5 for material tear
2.	Interlayer bond strength, N/mm (Outsole to Midsole)	SATRA TM 411: 2019/ ISO 17708:2018	Min.3.0 Min.2.5 for material tear

I. Whole shoe flexing (Product test)

S.NO	Properties Required	Test Method	Specification
1.	Whole shoe flexing At 1,00,000 flexing	SATRA TM 92:2016	No damage to shoe components and no sole open

J. Acceptance for Non-Destructive test for shoes

S.No	Property	Remarks
1	Aesthetic appearance	Very good / Good / Poor
2	Clean feather line	Very good/ Good/ Poor
3	Colour matching as per sample	Very good/ Good/ Poor
4	Flexibility of shoe	Very good/ Good/ Poor
5	Quality of stitch	Very good/ Good/ Poor

Note: Non-destructive test does not indicate the quality of the shoes.

K. Design and manufacture guide for shoe

The shoe shall be made on last on size 7 and above having fitting of either F or G reference of Indian Standard no. 1638: 1969 Table 1 for Adult size.

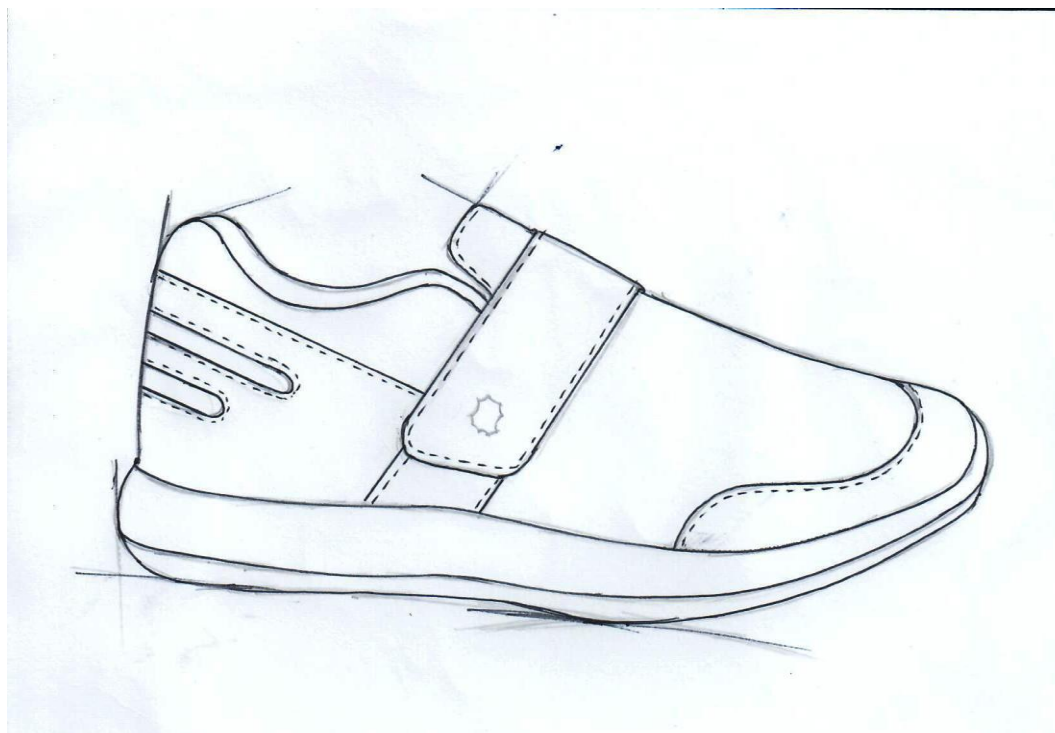
The upper shall be closed with lock stitching. The number of stiches shall be 4 stiches per centimeter. All the loose ends of the threads shall be secured. The upper shall be lasted by Strobel/string last construction method.

L. Product tests (To be conducted on product)

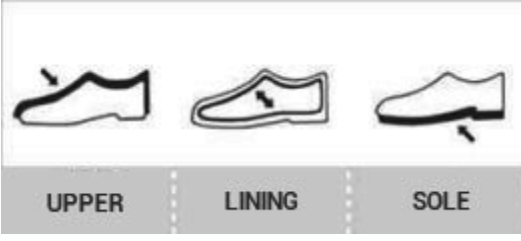
S.No	Test to be conducted	Sample requirement
1.	Thickness, mm Forepart /Heel /Cleat height	3 pairs of shoes
2.	Hardness, Shore A	
3.	Density, g/cc	
4.	Abrasion resistance,mm ³	
5.	Sole bond strength, N/mm	
6.	Peel strength, N/mm (Initial)	
7.	Shear strength, kPa (Initial)	
8.	Whole shoe flexing , flexes	
9.	Interlayer bond strength, N/mm	

Duration of testing 5 working days

The bidders are requested to get the sample shoes tested with any government labs or NABL accredited labs as per the above specification and furnish the Test Report (obtained after 26.11.2020) along with the Technical Bid. Testing fees shall not be borne by the TNMWSSW Board.

Model Shoe Design

Guideline for manufacturing – Auto Rickshaw driver shoes (Men’s)

S.No.	Auto Rickshaw driver Shoes				
		Size 7	Size 8	Size 9	Size 10
1.	Heel height, mm (minimum)	30	30	30	30
2.	Toe height, mm (minimum)	10	10	10	10
3.	Back counter height, mm (minimum)	57	57	59	59
4.	No. of Stitches per cm,	4	4	4	4
5.	Collar Foam (width in mm)	20	20	20	20
		Upper, Lining and sole materials as per specifications attached along with.			

Product Warranty:

Manufacturer should mention the warranty period for the shoe supplied for about 6 months.

Packing:

1. Each pair of shoes shall be wrapped in tissue paper and put in a separate cardboard carton.
2. Each carton shall be marked with the size and fitting of the shoes.

Secretary
Tamil Nadu Manual Workers Social Security
and welfare Board, Chennai.-600014