

TAMIL NADU MOTOR VEHICLES MAINTENANCE DEPARTMENT

Velachery, Chennai-600 042.

GENERAL CONDITIONS OF OPEN TENDER **FOR THE SUPPLY OF LUBRICANTS**

1) PREAMBLE

The Tamil Nadu Motor Vehicles Maintenance Department is a Government of Tamil Nadu Department, which is engaged in the maintenance of Government department vehicles. The apex office is located at Velachery, Chennai-600 042.

2) SEALED TENDERS

2.1. Sealed and superscribed tenders are invited by the Director, Motor Vehicles Maintenance Department, Chennai from Public Sector undertakings deal with lubricant manufacturing whose annual turn over is not less than 5 Crore rupees for the supply of **Lubricants** as per specifications and eligibility in Annexure-I attached.

2.2. The tenderers shall be qualified for the purpose of this tender in the following classification.

i. Only Public Sector undertakings deal with lubricant manufacturing whose annual turnover is not less than 5 Crore rupees.

2.3. The tender schedule consists of the following, in the prescribed format:-

- a) Specification for lubricants and eligibility to supply.
- b) Requirement of lubricants
- c) Technical bid
- d) Commercial bid
- e) Declaration

The above documents shall be furnished to **The Director, Motor Vehicles Maintenance Department**, Velachery, Chennai-600 042, in sealed covers duly superscribing as "***Tender for supply of lubricants***" and dropped in the tender box kept in the office of the Director, Motor Vehicles Maintenance Department, Velachery, Chennai-600 042. on or before **19.05.2022 upto 04.00 PM**

2.4. The tenderer shall furnish two bids in two separate covers viz. (a) Technical bid with EMD and other relevant documents and (b) Commercial bid duly superscribing as **Technical bid** or **Commercial bid** as the case may be, on each cover properly. The commercial bid should be kept in a cover superscribed as "Commercial bid" on the cover (***The technical and commercial bids shall be compulsorily kept in two separate covers, failing which the tender will be rejected***). The technical bid cover and commercial bid cover both should be lodged in one cover, which shall be superscribed as "**Tender for the supply of lubricants**". The prescribed format for technical bid is given in the Annexure III and

for commercial bid in Annexure V of the tender schedule. In view of the nature of tender the technical bid is opened first. The technical bid shall be shortlisted to ascertain the eligible tenderers and then offer containing the commercial bid in respect of qualifying technical bidders shall be opened for further processing on the date notified for this purpose.

2.5. The technical bid shall contain –

1. Technical bid in the format provided in Annexure III.
2. Company registration documents for manufacturing lubricants.
3. Attested copies of income tax filed details for the last financial year (ie) 2021-22.
4. Demand draft for **EMD** amount
5. List of minimum 5 Distribution centres / branch offices situated in Tamil Nadu, with full postal address and contact numbers to deliver lubricants to all workshops throughout the state.
6. Any other information the tenderer would like to state, with proper evidence.
7. Declaration as per Annexure IV.
8. Balance sheet of the firm showing annual turnover for the last financial year ie 2021-22, certified by chartered accountant.
9. Registered GST number and returns filed details for the last six months

NOTE: All the photocopies required to be enclosed, should necessarily be attested by a senior officer of the company. The complete name and designation, place of attesting authority should be clearly specified. If the photocopies are not attested by a senior officer, then such photocopies would not be considered.

2.6. The commercial bid shall contain –

1. Commercial bid in the format provided in Annexure V.

NOTE: In the commercial bid, the tenderer shall fill only the required columns, failing which the tender will be disqualified.

2.7 The Prebid meeting will be held on **12/05/2022** at **12.00 Noon** in the Directorate of MVMD, Velachery, Chennai-42

3) OPENING OF TENDER

3.1. The tenders shall be opened by a committee constituted for this purpose by the department, in the presence of the tenderers, who choose to be present, at the Directorate of Motor Vehicles Maintenance Department, Velachery, Chennai-600 042, on **19.05.2022 at 04.15PM**

3.2. Only one participant representing each tenderer, will be allowed to participate in the opening of tender. The participants of tender opening should bring the necessary authorisation letter issued by their management, authorising him / her to participate in the activities of opening of tender.

3.3. Tenders shall not be accepted after the closing date and time fixed for the receipt of tenders. FAX / E-mailed tenders will not be accepted under any circumstance. Tenders received after the hour and date so fixed, will be returned unopened to the tenderers.

3.4. The relevant details of the tender as Motor Vehicles Maintenance Department at its discretion may consider appropriate, will be announced on the opening of each technical cover. But this is merely an examination of the documents and not an evaluation.

3.5. Due to unforeseen events, if the tender opening date happens to be a holiday, the tender shall be opened on the next working day at the same time.

4) VALIDITY OF TENDER

The tender shall be firm and valid for a period of **six months** from the date of placing Purchase Order or till finalization of next tender, whichever is later.

5) EARNEST MONEY DEPOSIT

5.1. Each technical bid shall be accompanied by an EMD amount as specified in Annexure-I by means of demand draft / pay order only, drawn from any scheduled bank, in favour of "The Director, Motor Vehicles Maintenance Department, Chennai-42", payable at "Chennai".

5.2. Technical bids not accompanied by EMD or accompanied by lesser EMD will result in summary rejection of the tender.

5.3. Provided that any category of tenderers specifically exempted by Government from the payment of EMD, will not be required to make such a Deposit. However they will be required to execute proper agreement as stipulated in G.O.No. 387 Finance (BPE) Department, dated 3.8.1998 before opening of commercial bid.

5.4. No interest shall be payable on the EMD.

5.5. The EMD will be refunded to the unsuccessful tenderers on finalisation of the tender. The EMD will be refunded to the successful tenderers by the department, after payment of security deposit by them to the Department.

5.6. This EMD is liable to be forfeited to Government account, without notice if the offer is withdrawn, besides addressing the Govt. for blacklisting of such tenderer.

6) FURNISHING THE RATES

- i. Tenderers are requested to go through the terms and conditions thoroughly before making offer.
- ii. The rates shall be quoted both in figures and in words and in cases of discrepancy between the prices quoted in figures and in words, lower of the two shall be considered and binding. All corrections made in the tender schedule, must be authenticated. Any remarks offered must be typewritten on paper, bearing the letter head of the tenderer and all such accompaniments must bear the full signature of the authorised signatory on each and every page.
- iii. Prices/ Rates quoted should be firm for F.O.R. for the destinations as per annexure, and be clearly indicated. The basic price, GST and any other statutory levies should be quoted separately.
- iv. The rates shall be furnished only in the prescribed format duly dated and signed by the authorised signatory of the tenderer, failing which the tender shall be rejected.
 - (a) Tenderers are requested to furnish the rate of GST applicable to the Government of Tamil Nadu as prescribed in GST act.
 - (b) The offers received with hedging condition such as "Offers subject to availability of stock" or "Offers subject to confirmation at the time of offer" or "Rate subject to market situation" etc. will not be acceptable.
 - (c) The rate shall be firm for the contract period or until completion of quantity indicated in the contract order, whichever is later.
 - (d) It is obligatory on the part of the tenderer to intimate the nodal agency as and when there is downward change in administrative prices and statutory levies during the contract period.
 - (e) The rate offered in the current tender shall not be more than the rate offered in any of the Government departments in Tamil Nadu.

- (f) If It is found that the rate offered is more compared to other Department rate, the contractor shall make good the loss to the MVMD.

7) EVALUATION OF TENDER:

(a) For evaluation the provisions provided in the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000 as amended from time to time, will be followed.

(b) Tenders must confirm to the MVMD Terms and Conditions and duly signed in each and every page. Any counter conditions against this department's terms and conditions, shall be summarily rejected.

8) SUPPLY AND DELIVERY

(a) The delivery schedule of materials and the quantity indicated in the schedule of items are tentative. The Motor Vehicles Maintenance Department reserves the right to increase/ decrease the quantity based on actual requirements and may cancel orders for the same quantity of materials finalised in the tender, at the same rate accepted by the Motor vehicles maintenance Department, during the currency of the order, i.e., within **Six Months** from the date of purchase order or till finalisation of next tender whichever is later.

(b) Lubricants manufactured within one months of production shall only be supplied.

(c)The lubricants has to be deliverd as per schedule to the respective units of MVMD, by the Tenderer. The cost of transit and any loss suffered during the transit has to be borne by the tenderer.

(d) The schedule of delivery given in the annexure is tentative and the department reserves the right to vary the quantity of materials to be supplied to the units, mentioned in the annexure.

9) LEAD TIME:

Minimum lead time required to commence the first supply from the date of receipt of purchase order should be quoted by the tenderer in relation to the date of order. Where specific lead time is not mentioned, it will be construed that supply can commence immediately, as per schedule given in the purchase order.

10) PAYMENT TERMS

i) The standard payment terms for the supply of materials to the Motor vehicles Maintenance Department will be 60 days credit from the date of receipt of materials or invoice, whichever is later, at the unit offices of this Department. The date acknowledged by the store in the document for the receipt of the materials / invoice mentioned shall be the date of reckoning for calculating the credit period. Rectification of discrepancy in the documents does not count for the time limit.

ii) This Department is empowered to deduct any statutory levies / taxes from the payments to the successful tenderer.

- iii) Bank commission / other charges will be borne by the firm only.
- iv) No claim shall lie against the Directorate for interest / penal charges for any delay in payment due to conditions beyond control.

11) DISQUALIFICATION

Decision on individual tenderer is in nature of collective responsibility of the Tender Award Committee and any tenderer attempting to influence any member of the committee will be liable for disqualification or blacklisting as the Committee may deem fit.

12) QUALITY OF SUPPLY

The material supplied shall strictly conform to the specifications laid down in the Bureau of Indian Standards, IS 1118 : 1992, IS 157623 : 1993, IS 506 :1993, IS 12203 : 1999, IS 5759 : 2006, IS 13656 : 2014 (as applicable) and to all applicable Indian standards amended, adopted and notified by Bureau of Indian Standards. Lubricants should meet OEM performance specifications.

13) WARRANTY

Any Warranty claim due to manufacturing defects shall be settled within a reasonable period not exceeding one month.

14) SECURITY DEPOSIT & AGREEMENT:

1) The successful tenderer will be intimated through a letter of intent, regarding placement of orders with the details of Materials, Quantity, Rate and other terms and conditions with a request to submit the Security Deposit as prescribed.

2) Before starting the supplies, the successful tenderer shall execute an agreement with the Director of Motor Vehicles Maintenance Department on stamp papers valuing Rs.100/-, on terms and conditions, for the supply of lubricants and also has to pay Security Deposit equivalent to - 2% of total purchase value of the order placed by the Department, in the form of Demand Draft of any scheduled bank, drawn in favour of "The Director, Motor Vehicles Maintenance Department, Chennai-42", payable at Chennai.

3) This Security Deposit will be refunded to the tenderer on successful completion of the supply of materials as per the orders placed to the firm.

4) The EMD and security deposit are liable to be forfeited either in full or in part, if the tenderer on whom the purchase order is placed, fails to complete the supplies as per the terms and conditions of the purchase orders or in case of non-settlement of claims.

5) No interest will be paid on Security Deposit.

6) If the successful Tenderer fails to furnish the Security Deposit or the undertakings applicable as said above, the EMD of the Tenderer will be forfeited and the Tender will be held as non-responsive.

15) FAILURES OF SUPPLY:

i) If the supplier fails to supply the materials in accordance with the terms and conditions herein provided and those agreed with the Motor Vehicles Maintenance Department or fails to replace the materials as may be rejected by the Motor Vehicles Maintenance Department, within the time stipulated the Motor Vehicles Maintenance Department shall, at the risk and cost of supplier and without any notice or reference to him, be entitled to purchase elsewhere, such materials (of the same specification) at the risk of the contractor besides forfeiting the EMD / Security Deposit remitted by the contractor.

The contractor shall be liable to pay to the Motor Vehicles Maintenance Department the difference between the price at which such materials have been purchased by the Motor Vehicles Maintenance Department and the price set out in the contract plus 10% overheads. However the contractor shall not be entitled for any gain on such purchases.

The risk purchase and payment of difference with overheads in terms thereof shall not absolve the supplier from the liability to pay damage as may be suffered and claimed by the Motor Vehicles Maintenance Department due to the failure of the supplier to make timely and proper delivery of the contracted materials. For any minor defect the Motor Vehicles Maintenance Department has the right to impose penalty and make deduction of such penalty in the invoices of the contractor.

ii) Provided however, if such failure shall have arisen from any extraordinary situations beyond the control of the supplier as may be justified by the circumstances of the case, the Motor Vehicles Maintenance Department reserves the right to accept or reject the claim for any such loss or damage.

iii) **Liquidated Damages**: If the supplier fails to deliver the materials or any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Motor Vehicles Maintenance Department may without prejudice to the other rights of the purchases to recover damages for breach of the contract, recover from the suppliers as agreed Liquidated damages and not by way of penalty a sum equivalent to 10% of the price of any materials which the supplier has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such material may be in arrears. Where delivery thereof accepted after expiry of the period and stock out subject to the conditions that the damages to be calculated shall be limited to 10% of the value of the delayed supplies.

iv) In case of any dispute arising out of price variation or price revision, the decision of the Motor Vehicles Maintenance Department shall be final.

Provided however, the pendency of any claim or dispute on the price variation or price revision shall not relieve the supplier from supplying the contracted materials in accordance with the delivery schedule at the existing prices and all terms, failing which condition and consequence as mentioned in para (i) & (ii) of this clause to the extent applicable, shall apply in full force as in the case of non-supply / withholding of supply / delayed supply by supplier.

v) In case of delay in the supply of material as per delivery schedule of this Motor Vehicles Maintenance Department during the period of contract and if it leads to the supplier supplying the same after the expiry of contract period, any increase in statutory levies will have to be borne by the supplier.

vi) If there is any loss / damage of goods by the carrier in which the goods are sent by the suppliers, such losses and related cost and expenses will be borne by the supplier.

16) ARBITRATION CLAUSE:

All disputes, differences, questions and claims either by way of specific performance or damages or in respect of the performance or breach of the obligations on the part of the parties to this contract in connection with or in relation to or in any way arising out of or under the terms and provisions of this contract shall be referred to arbitration, determinable at Chennai consisting of two arbitrators, one to be appointed by each party. The arbitration proceedings shall be held at such place or places as the arbitrators may decide from time to time in accordance with the provisions of the Arbitration Act, 10 of 1996 or any statutory modifications thereof, for the time being in force and the arbitrators shall have the power to make an interim award or awards and such award shall be a condition precedent to the obtaining of any relief in any court of law. In the event of disagreement between the two arbitrators, such disputes or differences shall be determined by an Umpire who shall appointed by the arbitrators as provided in the said Act. The language of arbitrations shall be English.

17) SERVICE OF NOTICE:

Notice requested to be given under any of the foregoing clauses or under the contract shall be deemed to have been given and served if sent to the supplier by registered post / speed post at the address given in the tender form or at other address subsequently notified by the supplier.

18) REJECTION OF BIDS:

- (a) MVMD reserves the right to waive any infirmity in any tender and to reject one or all tenders without assigning any reasons for such rejection.
- (b) No claim shall lie on the MVMD towards the cost of preparing the tender and all other expenses connected with the submission of tenders.
- (c) The Tender deciding authority reserves the right to accept or reject the Tender in full or part thereof without assigning an reason thereon.

ANNEXURE I
SPECIFICATION

Sl.No	Description (AUTOMOTIVE LUBRICANTS)	Specification	Eligibility	EMD
1	Engine Oil SAE Grade15W 40 API CI4 PLUS	Lubricants should conform to IS 1118 : 1992 IS 157623 : 1993 IS 506 :1993 IS 12203 : 1999 IS 5759 : 2006 IS 13656 : 2014 (as applicable) and to all applicable Indian standards amended, adopted and notified by Bureau of Indian Standards. Lubricants should meet OEM performance specifications.	Only Public Sector undertakings deal with lubricant manufacturing whose annual turnover not less than 5 Crore rupees.	Rs. 50,000/-
2	Engine Oil Multigrade 20W 40			
3	Gear oil SAE Grade 80W 90 API GL - 4			
4	Gear oil SAE Grade 85W 140			
5	Radiator Coolant (Concentrated)			
6	Brake Oil Dot 3			

ANNEXURE – III

TECHNICAL BID

(To be sent in separate sealed cover superscribed)

(To be filled in by Tenderer)

I. INFORMATION ABOUT MANUFACTURER/ TENDERER

- | | | | |
|----|--|----|---|
| 1. | (a) Name of the firm | .. | |
| | (b) Address of the Registered Office | .. | |
| | (c) Telephone No. | .. | |
| | (d) Email ID | .. | |
| | (e) FAX No. | .. | |
| | (f) Company Registration details | .. | |
| 2. | (a) Factory / Work address | .. | |
| | (b) Telephone No. | .. | |
| | (c) Email IDs | .. | |
| | (d) FAX No. | .. | |
| 3. | Weekly off day of the factory/Company | .. | |
| 4. | Capital employed in Rupees | .. | |
| 5. | No. of employees | .. | |
| 6. | Sales Turn over during previous financial years in rupees | .. | 2019-2020 Rs.
2020-2021 Rs.
2021-2022 Rs. |
| 7. | Status of the manufacturer / Company | .. | a) Small Scale
b) Medium Scale
c) Large Scale |
| 8. | In case of Small Scale Units | | |
| | a) Whether registered as Small Scale Industry with Director of Industries and Commerce | .. | a) Yes
b) No |
| | b) Registration No. and & Date | .. | |
| | c) Whether Registered Certificate of SSI is enclosed | .. | a) Yes
b) No |

II. OTHER INFORMATION

- | | | | |
|-----|--|----|--|
| 9. | Status of OE Approval
(Attach proof for each
specification.) | .. | |
| 10. | Whether list of Distribution Centres /
Branch offices in Tamil Nadu with
full postal address and contact
numbers, enclosed? | .. | |
| 12. | Time required to deliver items
(from the date of Purchase order) | .. | |
| 13. | EMD remittance details | .. | D.D.No.
Dated
Bank
Amount
Payable at |

Signature of the Tenderer.

Seal :
Date :

ANNEXURE - IV

DECLARATION

(To be enclosed with the Technical Bid)

To
The Director,
Motor Vehicles Maintenance Department,
Velachery, Chennai-600 042.

Sir,

I / We(Tenderer's Name and Address)
hereby offer to supply to the Motor Vehicles Maintenance Department in Tamil Nadu, upon and in accordance with the General conditions of the tender hereto annexed, apart from the conditions as may be agreed to between the Department and the successful tenderer, at the price given by me / us as per the terms in the schedule attached to the tender, only those items as you may specify in the acceptance of the tender and within the Delivery Period set forth in the said schedule. I/we enclose the Demand Draft / Pay order of for Rs. being the Earnest Money Deposit. I / We have carefully read and understood the terms and conditions and the specifications of the stores and other details / set out in the schedule and Annexure. I am / We are fully aware of the nature and specifications of the stores in accordance with your requirements. I / We agree to hold this offer for a period of ten months from the date of Placing Purchase Order or till finalization of next tender which ever is later. I / We declare that no other party will have any interest in the contract, if this tender is accepted. I / We agree that the Department shall not be bound to recognize any person or persons other than me / us as having any interest in the contract and will be at liberty to terminate the contract at any time, if it shall appear that this declaration is not true in fact. Acceptance by the Tender Award Committee of this tender within prescribed time shall constitute a valid contract for the supply of the goods and stores according to the terms and conditions and in accordance with the specifications and details referred to above. I / We further agree to comply with the terms and conditions of the rate contract that may be awarded to me / us on the basis of this offer, and in the event of my / our failing to do so during the period of the Rate Contract, I / We agree to the forfeiture of the Earnest Money Deposit of Rs.....

(Signature of Tenderer)

Name :
Designation :

Encl.: Demand Draft / Pay order No..... dated for
Rs..... drawn in favour of the Director, Motor Vehicles
Maintenance Dept., Chennai-4

ANNEXURE II

PROBABLE UNITWISE REQUIREMENT OF AUTOMOTIVE LUBRICANTS

Sl. No	Name of the Unit	UOM	GM, GCAWS, Chennai	RDD, GAWS, Salem	AE, GAWS, Coimbatore	AE, GAWS, Vellore	GF, GAWS, Ooty	AE, GAWS, Erode	AE, GAWS, Dharmapurai	RDD GAWS Trichy	AE, GAWS, Kancheepuram	AE, GAWS, Cuddalore	AE, GAWS, Villupuram	AE, GAWS, Thanjavur	AE, GAWS, Dindigul	RDD GAWS Madurai	AE, GAWS, Nagercoil	AE, GAWS, Sivangangai	AE, GAWS, Ramnad	TA, GAWS, Virudhunagar	AE, GAWS, Thoothukudi	AE, GAWS, Tirunelveli	Total Requirement	
																							In litre	In barrel
1	Engine Oil SAE Grade15W 40 API CI4 PLUS	(lr)	1050	5250	5040	1890	1680	0	5040	3150	1470	2100	2520	2730	1260	4200	2100	1260	1680	1050	1470	3150	48090	229
2	Engine Oil Multigrade 20W 40	(lr)	0	1050	1260	0	0	0	840	1050		1260	630	2100	0	3150	210		630	210	420	1050	13860	66
3	Gear oil SAE Grade 80W 90 API GL – 4	(lr)	630	1050	1050	210	210	0	840	420	840	0	420	210	630	1470	420	420	630	420	630	1050	11550	55
4	Gear oil SAE Grade 85W 140	(lr)	210	210	630	0	0	0	210	210	0	0	210	0	0	420	0	0	0	210	0	0	2310	11
5	Radiator Coolant (concentrated)	(lr)	210	630	630	420	210	210	420	420	210	0	420	210	420	210	210	210	420	210	210	210	6090	29
6	Brake Oil Dot 3	(lr)	50	210	0	50	0	0	210	0	15	100	100	0	36	210	30	50	0	0	50	0	1111	2222 no of ½ litre containers