

Tender Ref: 06/ LUB/CP/IRT/2022



**INSTITUTE OF ROAD TRANSPORT**  
**100 FEET ROAD, TARAMANI, CHENNAI – 600 113**

**RATE  
CONTRACT  
TENDER**



**Tender For Supply of Lubricant With  
Price Variation clause Through MSTC  
Portal with E-Tender Cum Reverse  
Auction**

**Tender Ref: 06/LUB/CP/IRT/2022**  
**Due Date : 07.06.2022**

**TENDER DOCUMENT**

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**SCHEDULE OF TENDER (SOT)**

a	NIT NO & Date	DIPR/2097/TENDER/2022
b	Name of Supply	LUBRICANTS
c	MODE OF TENDER	E- Tender Cum Reverse Auction
d	E-Tender NO	06/LUB / CP/ IRT / 2022
e	Date of NIT( available to parties for download)	05.05.2022 , 10:30 Hrs
f	Date of Pre-bid meeting	16.05.2022 at 14.00 Hrs
g	Validity of Tender	Two Years or till finalization of next tender whichever is later with price variation clause.
h	Estimated Contract Value	120 Crores approximately
i	i) Tender Document Charges(TDC)	17,700/- inclusive of Tax (non refundable)
	ii) Earnest Money Deposit(EMD) Note: a) Company/units with MSME/NSIC/ Director of Industries of State/ Cottage Industries approved by State authority, are exempted from payment of EMD/ TDC subject to the production of proof of valid certificates pertaining to the class of item/works for which tender is floated.	Rs.10,00,000 /-
	iii) Transaction Fee Note: Vendors registered with IRT for the subject item can get the access to online e-tender only after remitting Transaction fee by NEFT in favour of MSTC Limited, Kolkata.	MSTC shall be entitled to a Service Charge of 0.05% of the Quoted value of the procurement per event excluding taxes subject to a minimum of Rs 1,000/- (Rupees One Thousand only) and maximum of Rs 15,000/- (Rupees Fifteen Thousand only) per event per vendor.. GST on the transaction fees and other statutory charges on the same shall be
j	Date of Starting of e-Tender for submission of on line Technical bid and Commercial Bid at <a href="http://www.mstcecommerce.com/eprochome/ntcl">www.mstcecommerce.com/eprochome/ntcl</a>	05.05.2022 at 10.30 Hrs
k	Date of closing of online e-tender for submission of Technical bid and Commercial bid	07.06.2022 at 15.00 Hrs
l	Date & time of opening of Part-I (i.e. Technical I Bid)	07.06.2022 at 15:15 Hrs

**E-TENDER NOTICE**

E-tenders are invited separately item wise from the Manufacturers of Tyres / Lubricants to all State Transport Undertakings in Tamilnadu under two bid system subject to the conditions prescribed in the tender documents.

Name of the Items	Supply of Tyres	Supply of Lubricant
Pre-Qualification	Manufacturer	Manufacturer
Issue of Tender document from	04.05.2022 at 10.30 hrs onwards	05.05.2022 at 10.30 hrs onwards
Closing date and time to download Tender document from online	02.06.2022 at 16.30 hrs	06.06.2022 at 16.30 hrs
Last date and time for submitting E-tender	03.06.2022 at 15.00 hrs	07.06.2022 at 15.00 hrs
Opening of E-Tender Technical bid on	03.06.2022 at 15.15 hrs	07.06.2022 at 15.15 hrs
Pre- Bid Meeting	16.05.2022 at 11.00 hrs	16.05.2022 at 14.00 hrs
Tender Document Cost	Rs.17,700/- inclusive of Tax	Rs.17,700/- inclusive of Tax
EMD Amount	Rs.10,00,000/-	Rs.10,00,000/-
Complete e-tender document can be viewed and downloaded through website.	Website: <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> & <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a>	
Any other clarification	Contact Phone no: 044-22541723, Extn: 46 E-mail ID: <a href="mailto:irtcpo@gmail.com">irtcpo@gmail.com</a> & <a href="mailto:irttaramani@gmail.com">irttaramani@gmail.com</a>	

The bidders have to participate online bidding only with Digital Signature Certificate (DSC) of Class – III

**DIRECTOR**

### Process of E- Tender

Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/ntcl](http://www.mstcecommerce.com/eprochome/ntcl) before due date without fail. Otherwise tender will be summarily rejected.**

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → eProcurement → common portal. → Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact IRT/MSTC, (before the scheduled time of the tender).

Contact person (IRT):-

1. Mr. K.Sivagnanamoorthy – Assistant Director - 9941471644 –  
e-mail [irtcpo@gmail.com](mailto:irtcpo@gmail.com)
2. Mr. M.Umamaheswaran – Assistant Director - 9176051472 –  
e-mail [irtcpo@gmail.com](mailto:irtcpo@gmail.com)

Contact person (MSTC Ltd):

1. Mrs E .Babitha rani, CM 9444976359, [babitha@mstcindia.co.in](mailto:babitha@mstcindia.co.in)
- Help desk : 033-35013220, 033-35013221, 033-35013222 [helpdeskho@mstcindia.in](mailto:helpdeskho@mstcindia.in)  
Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

**B) System Requirement:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box

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mentioning "Enable Protected Mode". Other Settings :• Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

3 The Technical bid and Commercial Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/ntcl](http://www.mstcecommerce.com/eprochome/ntcl). Tenders will be opened electronically on specified date and time as given in the Tender.

4 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

5 Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system. Generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

6 Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

7 E-tender cannot be accessed after the due date and time mentioned in NIT.

8 Bidding in e-tender :

a) Vendor(s) need to submit necessary EMD, Tender Document Fee , Factory Inspection Fee and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender Document fees, Factory Inspection fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority as detailed in the EMD Clause.

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → Common Portal → Login → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate class III .otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.



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m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

9 Any order resulting from this tender shall be governed by the terms and conditions Mentioned therein.

10 No deviation to the technical and commercial terms & conditions are allowed.

11 The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

12 Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) to familiarize them with the system before bidding.

<b>Acronyms and Definitions</b>	
EMD	Earnest Money Deposit
FOR	Free On Road / Rail
LD	Liquidated Damage
SD	Security Deposit
STU	State Transport Undertakings
GST	Goods and Services Tax
RC	Rate Contract
IRT	Institute of Road Transport
TNSTC	Tamil Nadu State Transport Corporation Ltd
MSTC	Metal Steel Trade Corporation Ltd
PVC	Price Variation Clause

#### **KNOW YOUR RIGHTS**

1. TECHNICAL BID WILL BE OPENED THROUGH ON-LINE. PHYSICAL SUBMISSION OF TECHNICAL BID WILL BE OPENED ONLY IN THE PRESENCE OF THE BIDDERS.
2. ELIGIBLE COMMERCIAL BIDS WILL BE OPENED ONLY THROUGH ON-LINE.
3. E CUM REVERSE AUCTION WILL BE INFORMED AFTER EVALUATION OF COMMERCIAL BID TO ELIGIBLE BIDDERS.
4. INFORMATION OF THE TENDER FINALIZATION WILL BE INFORMED TO THE UNSUCCESSFUL BIDDERS AFTER THE COMPLETION OF THE ENTIRE TENDER PROCESS.

**DIRECTOR  
IRT**

**Letter of Undertaking**

To  
The Director  
Institute of Road Transport  
100 Feet Road, Taramani,  
Chennai – 600 113

Sir,

Sub: Undertaking for participating in IRT Tender for supply of Lubricant with Price variation clause through MSTC Portal with E-tender cum Reverse Auction - Reg.

Ref: **Tender No. 06/LUB/CP/IRT/2022**

I/We ----- have gone through the Terms and Conditions, Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ----- certify that no refurbished components are used in the manufacturing of Lubricants.

I/We \_\_\_\_\_ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

**In case of violation of any of the conditions above, I/We ..... understand that I/ We are liable to be blacklisted by IRT for a period of three years.**

Yours faithfully  
for \_\_\_\_\_  
Name, Signature  
Designation  
Seal

**Note:**

- 1) The above, Declaration in the company's letter head should be submitted.
- 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

## 1. Preamble

The Institute of Road Transport is an autonomous society registered under the Societies Registration Act 1860, and is functioning under the overall control of Transport Department, Government of Tamilnadu.

In order to streamline the purchase of spares and accessories for eight State Transport Corporations in Tamilnadu, the Government vide G.O.No.54, Transport [A1] Department, Dated 21.4.2000 constituted a Tender Award Committee to decide price, terms and conditions of supply of the selected items of purchase by the State Transport Corporations of which Lubricant is one among them.

The Government of Tamilnadu designated the Institute of Road Transport as the Nodal Agency to ascertain the requirements of the State Transport Corporations in Tamilnadu, to call for tender and submit to the Tender Award Committee. The Director, Institute of Road Transport has been designated as the Nodal Officer for this purpose.

To ensure uniformity, it has been decided to call for tender with two bid system i) Technical bid and ii) Commercial bid for supply of Lubricant with price variation clause through MSTC portal with - E-tender cum Reverse Auction to all the STUs in Tamilnadu for a period of 24 months or till finalization of next tender which ever is later from the Manufacturer whose product has been approved by Original Equipment Manufacturers or Manufacturer from Government Companies and ASRTU Rate Contract satisfying terms and condition. The price variation clause is not applicable for Hydraulic Clutch Oil.

The Tender will be evaluated by Tender Scrutiny Committee and approved by Tender Award Committee. IRT will issue Rate contract order to successful bidder and STUs. The STUs will release purchase order, execute agreement and make payment as per terms and conditions.

### **Short Titles used in the Tender Document:**

- 1) **Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
- 2) **Successful Bidder:** Successful Bidder means the Bidder who becomes successful through the tender process.
- 3) **Purchaser:** Purchaser means the end-user for whom the procurement is indented through the tender.

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## 2. General Instructions

### 2.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every aspect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situation for the execution of contract. IRT shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by IRT. **Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.**
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply commission and train the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to IRT and STUs for all the deliveries and deliverables.
- h) Any Bidder who is blacklisted will not be eligible to bid for Tenders in IRT, as per the conditions of blacklisting.
- i) In case show cause notice has been issued by IRT for poor performance, then IRT reserves the right to disqualify the bid submitted by such Bidder.

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## **2.2 Clarifications in the Tender**

- a) A prospective Bidder requiring any clarification in the Tender may notify IRT by letter or by E-mail to [irtcpo@gmail.com](mailto:irtcpo@gmail.com) with a copy to [irttaramani@gmail.com](mailto:irttaramani@gmail.com). We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document.

## **2.3 Amendments to the Tender**

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders are requested to periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. IRT will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by IRT within 48 hours prior to the due date and time for opening of the Tender.
- c) IRT is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

## **2.4 Language of the Bid**

- a) The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

## **2.5 Bid Currency**

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

## **2.6 Contacting Tender Inviting Authority**

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

## **2.7 Force Majeure**

Neither the Purchaser / IRT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
- In such claim of Force Majeure clause, the bidder should submit the written claim, explaining the cause within 10 days of such occurrence and should be accepted by “DIRECTOR IRT/ MANAGING DIRECTORS OF STUs / PURCHASER”.

## **2.8 Arbitration**

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Director of IRT / Managing Director of STUs under the “Arbitration and Conciliation Act 1996”. The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

### 3. Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence duly self attested for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.

#### Eligibility

Sl. No.	Description	Eligibility	Documentary Proof to be submitted
I. 1	Engine Oil for Ashok Leyland / TATA vehicles	Lubricants Manufacturers whose products have been approved by vehicle manufacturers or Government Companies who are manufacturing Lubricants	Lubricants Manufacturers whose products have been approved by vehicle manufacturers or Government companies who are manufacturing Lubricants alone will be taken into account for evaluation
2	Gear Box Oil		
3	Crown and Pinion Oil		
4	Power steering Oil		
5	Hydraulic Clutch Oil		
6	Wheel Bearing Grease (Long Life grease)		
7	Chassis Grease		
8	Hydraulic - Servo System 68 Oil	Lubricants Manufacturers whose products have been approved by vehicle manufacturers or Government Companies who are manufacturing Lubricants or Companies under ASRTU Rate Contract	Lubricants Manufacturers whose products have been approved by vehicle manufacturers or Government companies who are manufacturing Lubricants or Companies under ASRTU Rate Contract as per Annexure – I alone will be taken into account for evaluation..
9	Graphite Grease		
10	EP2 Grease		
II) (a)	Test Certificate	Lubricants Manufactures of the products offered shall produce the latest test certificate along with the technical bid of the tender which shall be within one year prior to the date of opening of the tender of those items which they choose to quote i.e. issue on or after 07.06.2021.	A copy of Test Certificate with Self attestation. Other wise tender will summarily be rejected



Sl. No.	Description	Eligibility	Documentary Proof to be submitted
		The test certificates obtained shall conform that each product meets all the test parameters as per specification and performance level from the test houses namely Indian Institute of Petroleum, Dehradun (IIP), IOC (R&D) Centre, Faridabad, Lubrizol India Ltd, THANE, CIRT, Pune or any other laboratory approved by the Ministry of Science and Technology, Government of India	The Test Certificate obtained from the test houses which is not approved by the Ministry of Science & Technology, Government of India will not be considered under any circumstances. The tender will summarily be rejected
II) (b)	In-house test certificate	The valid In-house test certificate submitted by the bidder should be approved by the Ministry of Science of technology Government of India.	The necessary documentary proof should be enclosed. Otherwise tender will summarily be rejected.
III)	Specification	The Products offered by the bidders shall conform the specification given in the tender	The necessary documentary proof should be enclosed. Otherwise tender will summarily be rejected
IV)	ASRTU Rate Contract holders	The ASRTU rate contract holders shall produce valid contract period for the products they are eligible to apply and their specification in the rate contract shall confirm to tender specification. Otherwise tender will be summarily rejected.	The bidder shall submit proof for the same. Other wise tender will summarily be rejected.
V)	Turnover	The Bidder shall have average Turnover minimum of Rs.42 Crores per annum and cumulative minimum Rs.126 Crores 2018-19, 2019-20 & 2020-21  In case of TNSSI and NSIC, the Bidder shall have average Turnover minimum of Rs.10 Crores per annum and cumulative minimum Rs.30 Crores 2018-19, 2019-20 & 2020-21	The Bidders shall enclose the certificate for the turnover obtained from the auditors separately (or) the annual balance sheet duly attested by the Chartered Accountant
VI)	GST	The bidders should have paid minimum of Rs.7 Crores as GST in the last financial year 2020 – 21  In case of TNSSI and NSIC, The bidders should have paid minimum of Rs.1.8 Crores as GST in the last financial year 2020 – 21	The Bidder shall enclose GST paid chellan proof. Otherwise tender will summarily be rejected
VII)	Bidder must conform to the Terms and Conditions and duly signed in each and every page.	Bidder must conform to the Terms and Conditions and duly signed in each and every page. This will imply that the tenderer is accepting the tender condition. Otherwise it will treat as not accepting the tender conditions and shall be summarily rejected. Any counter conditions against our terms and conditions shall be summarily rejected.	The Bidder shall submit entire tender document page duly signed. Otherwise tender will summarily be rejected.

#### 4. SPECIFICATIONS

SI No	Name of the item	Specification
1	Engine Oil for Ashok Leyland/ TATA vehicles	API-CI 4 Plus, VDS 3, MB 228.3 SAE 15W 40 Super Fleet LE Duramat 15W 40 or equivalent
2	Gear Box Oil	80W90 (Long Life) API GL4 with specified additive EP type (1,20,000 km)
3	Gear Box Oil for SETC 12 Metre	80W90 (Long Life) API GL4 with specified additive EP type and Hitech – 349 additive type (Long Life – 1,20,000 Kms)
4	Crown and Pinion Oil	85W140 (Long Life) API GL5 with specified additive EP type (80,000 km)
5	Power steering Oil	Type-A Suffix-A
6	Servo system 68 Oil	ISO VG68 IS:10522(1983) Servo system 68 Oil or equivalent
7	Wheel Bearing Grease (Long Life)	Long Life Grease RR3 or equivalent of IS 12203 with V2 F Rig test pass certificate Lithium base (Long Life Grease 80,000 Kms)
8	Wheel Bearing Grease	Grease RR3 or equivalent of IS 12203 with V2 F Rig test pass certificate Lithium base ( Life Grease 48,000 Kms)
9	Chassis Grease	Servo Grease C or equivalent IS:506 (1993) Calcium base
10	Graphite Grease	IS508: 1987 Grade-1
11	EP2 Grease	MAK Lanthex, EP2 or equivalent IS : 7623 (1993) Lithium base
12	Hydraulic Clutch Oil	DOT 4 OR IS8654(2001)

The tender offered shall conform to the specification mentioned above failing which their tender will not be considered for further evaluation.

## 5. Bid Preparation and Submission

### 5.1 Tender Procedure

- a) The Director, IRT on behalf of STUs in Tamil Nadu invite under Two Bid System viz. Technical Bid and Commercial bid from the Lubricant manufacturers for the supply of Lubricants with Price Variation Clause through MSTC portal with E-tender cum Reverse Auction to all the STUs in Tamilnadu for a period of **24 months** or till finalization of next tender which ever is later satisfying the given terms and conditions. The approximate value of Tender is Rs.120 Crores.
- b) The bidder can download the Bid Document from 05.05.2022, 10.30 hrs to 06.06.2022,16.30 hrs from the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) & [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc).
- c) The tender along with the necessary documents of Two bid systems i.e (a) Technical bid and (ii) Commercial bid should be submitted online before 07.06.2022, 15.00 hrs at [www.mstcecommerce.com/eprochome/ntcl](http://www.mstcecommerce.com/eprochome/ntcl) .The Electronic bid system would not allow any late submission of bids after due date and time as per server time.
- d) The bidders shall furnish the Technical Bid along with tender document cost, Factory inspection fee and EMD by physical submission duly superscribed on the respective cover, sealed properly and lodge them in one outer cover It shall be addressed to the Director, Institute of Road Transport, 100 Feet Road, Taramani, Chennai-600113 duly superscribed as "E- Tender cum reverse auction for the supply of Lubricants to the STUs in Tamilnadu with Tender reference number " and dropped in the tender box kept in the office of the Director, Institute of Road Transport, Taramani, Chennai-600113 on or before **07.06.2022 (i.e. upto 15.00 Hours)**. **Otherwise tender will be summarily rejected.**
- e)In view of the nature of tender, the technical bid is opened first and the technical bid shall be shortlisted to ascertain the eligible tenderers and then the offer containing the commercial bid in respect of successful technical bidders shall be opened for further process on the date notified for this purpose. **Failure to submit the two bids in online shall result in rejection of the tender summarily. Further** The Technically Qualified Bidders shall be ranked on the basis of the descending initial price offer submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the "**Qualified Bidders**"). Intimation shall be restricted only to the Qualified Bidders.
- f) MSTC shall be entitled to a Service Charge of 0.05% of the Quoted value of the procurement per event excluding taxes subject to a minimum of Rs 1,000/- (Rupees One Thousand only) and maximum of Rs 15,000/- (Rupees Fifteen Thousand only) per event per vendor.. GST on the transaction fees and other statutory charges on the same shall be payable extra by the vendor.

## 5.2 Electronic Submission of Bid

a)The bidder shall submit online the requirements under qualification criteria and Technical document required and commercial bid as prescribed in the tender document. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

b)Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

c)The bidder has to digitally sign and upload the required bid document one by one as indicated in the tender document.

d)Bidder has to select the payment option as “offline” to pay the Tender document cost, Factory inspection fee and EMD amount through RTGS/ NEFT.

e)The Scanned copy of payment made through RTGS/NEFT or Demand Draft for Tender document cost , Factory inspection fee and EMD amount has to be uploaded. IRT shall not be responsible for any delay in uploading the proof for the payment of Tender document cost, Factory inspection fee and EMD amount. Failing which their tender will be summarily rejected.

f)Format for the commercial bid is provided with the tender document. Bidders are requested to note that they should necessarily submit their commercial bids in the file, open it and completed the coloured (Unprotected) cells with their respective price quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the file is found to be modified by the bidder, the bid will be rejected.

g)The Server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

h)All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data Storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/ bid openers public keys.

i)The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

j) Upon the Successful and timely submission of bids (i.e. after clicking “ Freeze Bid submission “ in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with other relevant details.

k) IRT or MSTC (Service provider) is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees and getting e- receipt. In case of failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time atleast 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

l) IRT may, as its discretion , extend the deadline for the submission of bids by amending the bidding document, In which case all rights and obligations of IRT and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

m) The technical bid documents should be self attested by the bidder in all pages. Otherwise tender will summarily rejected.

n) Technical bid documents with self attestation in all pages uploaded in the online only be submitted in physical submission. If found any difference in the technical bid submitted online and physical submission. The tender will be summarily rejected.

### **5.3 Modification and Withdrawal of Bid**

a) Bidders may modify their bids online before the deadline for submission of bids.

b) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose , modification / withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline of submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

c) No bid may be modified after the deadline for submission of Bids.

#### 5.4 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender as indicated in the tender notice.
- b) Any queries relating to the process of online bid submission or queries in general may be directed to MSTC portal who is a service provider for conducting the online bidding process against this tender and they shall not be a party to any contract between IRT and the successful bidder (s) subsequent to the bidding process.

#### 5.5 Tender Document Fee

a) The tender document directly can be purchased from IRT on payment of fees of Rs.17,700/- (inclusive of GST) (non refundable) in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of “The Director, Institute of Road Transport, Taramani, Chennai” payable at Chennai (or) Cash.

b) The bidders who have downloaded the tender document from the website should enclose the tender cost of Rs.17,700/- (inclusive of GST) along with the Technical Bid, in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of “The Director, Institute of Road Transport, Taramani, Chennai” payable at Chennai or as Real Time Gross settlement RTGS / NEFT, Net –Banking on or before the due date of submission of bids. In the case of RTGS / NEFT, Net-Banking, the amount has to be sent to following bank account on or before the due date of submission of bids. Failing which the **tender will be summarily rejected**.

For making Payment through RTGS / NEFT , Net – Banking	
Name of the Account Holder	Institute of Road Transport
Bank Name	Canara Bank
Branch Name	Thiruvanmaiur Branch
Account Number	2649101000360
IFSC Code	CNRB0002649

#### 5.6 Earnest Money Deposit (EMD)

a) Each Technical Bid shall be accompanied by an EMD amount of **Rs.10,00,000/- (Rupees Ten Lakhs only)** along with the Technical Bid, in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of “The Director, Institute of Road Transport, Taramani, Chennai” payable at Chennai or as Real Time Gross settlement RTGS / NEFT, Net –Banking on or before the due date of submission of bids. In the case of RTGS / NEFT, Net-Banking, the amount has to be sent to following bank account on or before the due date of submission of bids. Failing which the **tender will be summarily rejected**.

For making Payment through RTGS / NEFT , Net – Banking	
Name of the Account Holder	Institute of Road Transport
Bank Name	Canara Bank
Branch Name	Thiruvananthapuram Branch
Account Number	2649101000360
IFSC Code	CNRB0002649

b) Any tender not accompanied by EMD or accompanied by EMD for a lesser amount shall be summarily rejected.

Provided any category of tenderers specifically exempted by the 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 03.08.1998 along with the Technical Bid as per the specimen given in Tender.

c) No interest shall be payable on the EMD.

#### 5.7 Factory Inspection Fee

a) The IRT reserve the right to conduct Factory Inspection of the tenderers at any time to ensure that the firm is having required infrastructure facility to execute the orders and disqualify the firm, if found the tenderer is not having required infrastructure facility.

b) Each Technical Bid shall be accompanied by Non refundable Factory Inspection fee amount of **Rs.20,000/- (Rupees Twenty thousand only)** (non refundable) along with the Technical Bid, in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of “The Director, Institute of Road Transport, Taramani, Chennai” payable at Chennai or as Real Time Gross settlement RTGS / NEFT, Net –Banking on or before the due date of submission of bids. In the case of RTGS / NEFT, Net-Banking , the amount has to be sent to following bank account on or before the due date of submission of bids. Failing which the **tender will be summarily rejected**.

For making Payment through RTGS / NEFT , Net – Banking	
Name of the Account Holder	Institute of Road Transport
Bank Name	Canara Bank
Branch Name	Thiruvananthapuram Branch
Account Number	2649101000360
IFSC Code	CNRB0002649

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**5.8 EVALUATION CRITERIA:**

- a. The evaluation of tender shall be made as per the clause No- 3 Eligibility criteria.
- b. The selection of bidder shall be made based on the Vendor Rating System.
- c. The Vendor Rating System shall be made based on the price quoted by the bidder with last three financial years supplier performance rating system to all STUs.
- d. The new bidder who have not supplied the Lubricants during the last three financial year are not eligible for the Vendor Rating System and they are considered for placing trial orders only.
- e. The Lubricants offered by the bidder, shall meet the specification given in the tender document. Otherwise tender will not be considered.
- f. The ASRTU rate contract holders shall produce valid contract period and their specification in the rate contract shall confirm to tender specification. Otherwise tender will be summarily rejected.
- g. The bidders shall produce valid Test certificate and their specification should conform to the tender specification. Otherwise tender will be summarily rejected.
- h. Based on the factory inspection report carried out by committee from STUs, the tender will be evaluated for further process. If found not satisfactory, the tender will be summarily rejected.
- i. The bidders previous rate contract supply performance in the tender will be considered for evaluation. If it have adverse remarks in quality and not supplying the tender quantity ordered as per requirements of STUs will not be considered for further evaluation.
- j. For evaluation of tender, the provisions contained in the Tamilnadu Transparency in Tenders Act, 1998 and the Tamilnadu Transparency in Tenders Rules, 2000 will be followed.
- k. Bidder must conform to the Terms and Conditions and duly signed in each and every page. Failing to submit tender document entire page will treat as the tenderer is not accepting the tender condition and their tender will summarily be rejected.
- l. If the bidder not submitted their technical bid in online will not be considered for technical bid evaluation.
- m. The bidder fails to meet out any one of the conditions the tender will not be considered for further evaluation.



- n The technical bid documents received in physical submission but not uploaded in online will not be considered and will be treated as non responsive and not considered for further evaluation.
- o After opening of commercial bid, the reverse auction will be conducted online  
Note : The Technically Qualified Bidders shall be ranked on the basis of the descending price offered in the Tender submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the “**Qualified Bidders**”). Intimation shall be restricted only to the Qualified Bidders.
- p The price for every quarter of Lubricant is evaluated as per price variation clause no 10 of the tender document by successful bidders for the respective Lubricant items and it is to be informed to IRT / STUs.
- q Any counter conditions against our terms and conditions shall be summarily rejected.

#### 5.9 TEST CERTIFICATE:

Lubricants Manufactures of the products offered shall produce the latest test certificate along with the technical bid of the tender which shall be within one year prior to the date of opening of the tender of those items which they choose to quote i.e. issue on or after 07.06.2021.

The test certificates obtained shall conform that each product meets all the test parameters as per specification and performance level from the test houses namely Indian Institute of Petroleum, Dehradun (IIP), IOC (R&D) Centre, Faridabad, Lubrizol India Ltd, THANE, CIRT, Pune or any other laboratory approved by the Ministry of Science and Technology, Government of India.

The valid In-house test certificate submitted by the bidder should be approved by the Ministry of Science of technology Government of India. The necessary documentary proof should be enclosed. Otherwise tender will summarily be rejected

The Test Certificate obtained from the test houses not approved by the Ministry of Science & Technology, Government of India will not be considered under any circumstances.

#### 5.10 PAYMENT OF SECRETARIAL ADMINISTRATIVE CHARGES

The successful bidder shall pay 2.25% plus GST on the value of invoice Basic Rate, as the Secretarial Administrative Charges to IRT, on all supplies made to the STUs.

#### 5.11 Penalty for delay in the payment of Secretarial Administrative Charges

- a. The successful bidder shall make payment of Secretarial Administrative Charges in 30 days on receipt of the debit note invoice from IRT.
- b. The payment of Secretarial Administrative Charges shall be made by way of **DEMAND DRAFT ONLY** drawn in favour of “**The Director, IRT, Chennai**” payable at “**Chennai**” and the payment by cheque will not be accepted under any circumstances.
- c. If the successful bidder fails to make the rebate payment within one month, a formal circular shall be sent to clear the outstanding amount of Secretarial Administrative Charges with simple interest @ 12% effective from the first day after completion of the one month period.
- d. Still if the amount is not received by IRT, IRT will communicate the amount to be deducted to the STUs, who in turn will settle the bills for supply of Lubricant after deducting the Secretarial administrative Charges due.
- e. IRT will not accept any reason such as dues from STUs etc for delay in settling Secretarial Administrative Charges.
- f. The payment for the last month supply shall be released by the TNSTUs only after receipt of Certificate from IRT regarding settlement of Secretarial Administrative Charges by the respective Supplier.
- g. IRT will adjust the EMD amount for the pending payments of Secretarial Administrative charges.

#### 5.12 Bid closing date and time

a)The bidders shall submit the technical bid through on-line at MSTC Portal before 07.06.2022 at 15.00 hrs.

b)The bidder shall submit the technical bid through physical submission by superscribe tender document cover as “Tender for the supply of Lubricants to the STUs in Tamilnadu through MSTC Portal with E-tender cum Reverse Auction” and dropped in the tender box kept in the office of the Director, Institute of Road Transport, Taramani, Chennai-600113 on or before **07.06.2022 at 15.00 hrs.**

c)The tender shall not be accepted after closing date and time fixed for receipt of tenders in both mode on-line and physical submission. Fax/Telegraphic tenders will

not be accepted under any circumstances.

d) If the bidder not submitted their technical bid in online will not be considered for technical bid evaluation.

e) The technical bid documents received in physical submission but not uploaded in online will not be considered and will be treated as non responsive and not considered for further evaluation.

f) 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.

### 5.13 Pre-Bid Meeting date and time

The Pre-Bid meeting is to be held on 16.05.2022 at 14.00 hrs at Institute of Road Transport, Taramani, Chennai – 600 113.

## 6. Tender Opening and Evaluation

### 6.1 Technical Bid Opening

#### **TENDER OPENING:**

Part – A : The Technical bid will be opened bid will be opened electronically on specified date and time as given in the NIT.

Part – B : Commercial bid will be opened electronically of only those bidder(s) whose technical bid found acceptable.

#### **E-REVERSE AUCTION :**

Schedule of e-reverse auction will be communicated separately . The Technically Qualified Bidders shall be ranked on the basis of the descending initial price offer submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the “**Qualified Bidders**”). Intimation shall be restricted only to the Qualified Bidders.

a) The technical bid submitted by the bidders through on-line at MSTC Portal will open on **03.06.2022 at 15.15 hrs.**

b) The tenders for technical bid submitted physically at IRT and online simultaneously shall be opened by a Tender scrutiny committee constituted for this purpose by the Director or his authorized representatives in the presence of the bidders who choose to be present at the Institute of Road Transport, 100 Feet Road, Taramani, Chennai – 600 113 on **03.06.2022 at 15.15 Hours.**

c)Based on the evaluation of technical bid, the short listed commercial bids shall be opened. The date and time of opening of the commercial bid will be intimated to the eligible tenderers later.

## **6.2 Tender Validity**

The offered submitted by the bidders should be firm and valid for a minimum period of 120 days from the date of opening of the commercial bid or Contract period whichever is later.

## **6.3 Initial Scrutiny**

a. Initial Bid scrutiny will be conducted and incomplete details as mentioned in the condition clause no 5.1 to 5.7 will be treated as non-responsive.

Bidders are submitted the tender document with subjective and conditional offers will be treated non – responsive.

All responsive Bids will be considered for further evaluation.

The decision of IRT will be final in this regard.

## **6.4 Clarifications by IRT**

When deemed necessary, IRT may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, IRT may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of IRT as stated above, such Bids may at the discretion of IRT, shall be rejected as technically non-responsive.

## **6.5 Tender Evaluation**

### **6.5.1 Suppression of Facts and Misleading Information**

a. During the Bid evaluation, if any suppression of facts and misleading information or misrepresentation is brought to the notice of IRT. IRT shall have the right to reject the Bid and if after selection, IRT would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

b. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, IRT shall have the right to seek the correct facts and figures or reject such Bids.

- c. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria duly self attested, in which the name of the attesting officer, designation office seal should in the language of English and visible, as otherwise the tender will not be considered for further evaluation.
- d. The bidder shall produce the original for the Photo copies enclosed by them in the tender document if required, failing which the tender will be rejected.

#### **6.5.2 Technical Bid Evaluation**

A Tender Scrutiny Committee will examine the Technical Bids submitted both physically and online against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The document submitted in the online alone will be treated as final document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

#### **6.5.3 Commercial Bid Evaluation**

- a) The Commercial Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Commercial Bid should include all expenses towards this Tender.
- b) Commercial Bid evaluation will be done as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) The following method of price evaluation will be adopted.
  - The Commercial Bid Evaluation shall include GST and other cost mention in the price bid such as delivery charges, transportation charges and installation charge etc.,
  - In evaluation of the price of an imported item, the price shall be determined inclusive of the Customs duty with Counter Veiling Duty (CVD) as applicable.
- d) The prices will be evaluated as follows and the decision of IRT will be the final.
- e) After opening of commercial bid, the reverse auction will be conducted online and the final offered negotiation price offered by the bidder at the closure of reverse auction will be taken in to account as a final negotiated L1 rate.

f)The Technically Qualified Bidders shall be ranked on the basis of the descending price offered in the Tender submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the “**Qualified Bidders**”). Intimation shall be restricted only to the Qualified Bidders.

#### 6.6 Negotiations

Negotiations will be conducted by reverse auction through online.

The Technically Qualified Bidders shall be ranked on the basis of the descending price offered in the Tender submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the “**Qualified Bidders**”). Intimation shall be restricted only to the Qualified Bidders.

#### 6.7 Award of Contract

- a) Total quantity will be given to L1 Bidder as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender.
- b) No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

#### 6.8 BUSINESS RULES FOR e- REVERSE AUCTION

##### **GENERAL TERMS AND CONDITIONS**

- 1) Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, IRT, hereinafter referred to as IRT, may resort to “REVERSE AUCTION PROCEDURE” i.e. e-REVERSE AUCTION on INTERNET.
- 2) For the proposed e-reverse auction, technically and commercially acceptable Top five bidders or 50% of the bidders only shall be eligible to participate.
- 3) e-Reverse auction will be conducted on schedule date & time.
- 4) At the end of reverse auction event, the lowest bidder value will be known on the network.
- 5) The Technically Qualified Bidders shall be ranked on the basis of the descending price submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the “**Qualified Bidders**”). Intimation shall be restricted only to the Qualified Bidders.

##### **6. BUSINESS RULE FOR FINALIZATION IN REVERSE AUCTION:**

IRT shall finalize the procurement of the item against this tender through e-tender cum reverse auction mode. IRT has made arrangement with M/s. MSTC Ltd who shall be IRT's authorized service provider for the same. Please go through the guidelines given below

and submit your acceptance to the same along with your Techno-Commercial Bid.

- 1) Computerized e-reverse auction shall be conducted by IRT, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither IRT nor M/s. MSTC is responsible for such eventualities.
- 2) No deviation in the tender will be accepted.
- 3) UNIT OF MEASUREMENT **as per UOM** and BIDDING CURRENCY: **Indian Rupees.**
- 4) BID PRICE:, IRT Basis excluding Taxes and Duties.
- 5) The technical & commercial terms are as per IRT
- 6) VALIDITY OF BIDS: The Bid price shall be firm specified in the tender document and shall not be subjected any change whatsoever.
- 7) **The detailed process for e-reverse auction is explained below:**

The computer screen will display Start Bid Price( Lowest quoted in the tender) and which shall be visible to the all eligible vendors. You will be required to start bidding after announcement of Start Bid Price and decrement amount. Also, please note that the start price of an item in e-reverse auction is open to all the participating bidders. Any bidder can start bidding, in the e-reverse auction, from the start bid price itself. If the start bid price is your own price, you still need to bid in the e- reverse auction. Also, please note that the first online bid that comes in the system during the e-reverse auction should be lesser than the auction's start bid price by one decrement or should be lesser than the auction's start bid price by multiples of decrement and so on.

- a) e-Reverse (no ties) Auction shall be for a period of one hour. If a bidder places a bid in the last 10 minutes of closing of the e-Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for 5 minutes, for the particular Event/Lot. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension. However, the bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- b) The bidder can bid lower than the start bid price in e-reverse auction by a bid decrement or multiple of Bid decrement.
- c) The start price bid price for the e-reverse auction is L1 price arrived based on the evaluation and comparison of bids as mentioned above.
- d) Bidder will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:

Leading Bid in the Auction

Bid Placed by you

Start Bid Price & Bid Decrement value.

- e) After the completion of e- Reverse (no ties), the Closing Price (CP) shall be available.
- f) Final price received from bidder will be taken as an offer to supply as per terms and conditions of tender document. Bids once made by the bidders, cannot be cancelled / withdrawn.
- g) During the e-reverse auction, if no bid is received in the auction system/website within the specified time duration, then IRT, at its discretion, may scrap the e-reverse auction process and considered sealed price bids of all technically and commercially acceptable bidders submitted earlier along with techno-commercial bids.
- h) IRT's decision on award of Contract shall be final and binding on all the Bidders. IRT shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason. IRT shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

#### **6.9 IRT reserves the right to:**

- Insist on quality / specification of materials to be supplied.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
- If delivery performance of the Bidder is not as per the Schedule, then IRT reserves the right to reallocate the quantity to other Bidder.
- IRT reserves its right to inspect the bidder's factory before or after placement of orders and based on the inspection, IRT reserves a right to modify the quantity ordered.
- IRT reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the Purchasers.



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## **7. Execution of Work**

### **7.1 Acceptance of Tender and Withdrawals**

The final acceptance of the tender is entirely vested with IRT who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by IRT, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

### **7.2 Rate Contract (RC)**

After acceptance of the Tender by IRT, Rate Contract (RC) Order will be issued to the Successful Bidder by IRT.

### **7.3 Payment of Security Deposit (SD)**

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to two percent of the value of the order, inclusive of GST by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to the delivery period from the date of acceptance of the tender on receipt of confirmation from IRT / STUs.

### **7.4 Execution of Contract**

- a) The Successful Bidder should execute a Contract in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within one week from the date of Letter of Acceptance issued by IRT with such changes/modifications as may be indicated by IRT at the time of execution on receipt of confirmation from IRT.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of IRT. IRT reserves its right to cancel the purchase order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of IRT and IRT also have the right to recover any consequential losses from the Successful Bidder.

#### **7.5 Release of Purchase Order**

After execution of the Contract and payment of Security Deposit, “**Firm Purchase Order**” for the supply and commissioning of Tendered items will be issued to the Successful Bidder by IRT / STUs. The supply and payment will be based on the Purchase Order.

#### **7.6 Refund of EMD**

The EMD amount paid by the Successful Bidder(s) will be refunded after completion of the entire supply. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Purchase Order to the Successful Bidder.

#### **7.7 Release of SD**

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of IRT / STUs. Such completion would be arrived at when the entire quantity is supplied by the Bidder as per the Contract Agreement and as per the LOA or order including Purchase Order(s) issued by IRT / STUs from time to time.

#### **7.8 Forfeiture of EMD and SD**

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited by IRT.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited by IRT and the tender will be held void. If the successful bidder fails to sign the contract within the stipulated time, then the SD remitted will be forfeited and the tender will be held void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by IRT / STUs.

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## **7.9 Termination of Contract**

### **7.9.1 Termination for default**

- a) IRT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by IRT / STUs ; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of IRT / STUs, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract or (iv) supplies the items inferior to the ordered / accepted / specifications.
- b) In the event IRT terminates the Contract in whole or in part, IRT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to IRT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

### **7.9.2 Termination for Convenience**

IRT may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IRT convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

### **7.10 Assigning of Tender whole or in part**

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of IRT.

### **7.11 Liquidated Damages (LD)**

Liquidated damage will be levied at the rate of 0.25 % per day (Saturday, Sunday and Government holidays excluded) on the un-delivered portion of the material, if the delivery has not been completed in full within the stipulated period. The delivery period will effect from the date of receipt of confirmed consignee address. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to IRT reserving the right to blacklist the successful bidder for a period of three years from participating in IRT tenders. This alone will not relieve the Bidder and the difference in cost of the items purchased through other technically qualified Bidders or any other alternative sources will be recovered from the successful Bidder.

### **7.12 Penalty for Non-Fulfilment of Tender**

A Penalty will be levied at 5% of the total value of the Purchase Order, for non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Rate Contract Order.

### **7.13 Other Conditions**

- a) The final decision would be based on the technical capacity and pricing of the Bidder. IRT does not bind itself in selecting the bidder offering lowest prices.
- b) IRT reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of IRT for good and sufficient reasons.

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**8. Requirement for Six Months****8.1 Twenty Four Months Approximate Requirement of Lubricants**

Sl. No.	Name of the item	Units KL/ KG	MTC	SETC	VPM	SLM	CBE	KUM	MDU	TNVL	TOTAL
1	Engine Oil for Ashok Leyland vehicles / TATA Motors vehicles	KL	307.44	134	554.4	220.29	268.38	355.32	295.68	152.88	<b>2288.39</b>
2	Gear Box Oil	KL	64.89	10	136.08	31.92	54.81	77.07	54.18	28.56	<b>457.51</b>
3	Gear Box Oil for SETC Ltd., (Hitech -349)	KL	0	27	0	0	0	0	0	0	<b>27</b>
4	Crown and Pinion Oil	KL	128.94	63	191.52	60.27	102.69	110.67	84.00	50.4	<b>791.49</b>
5	Power steering Oil	KL	48.51	19	100.8	14.07	32.34	40.32	36.96	19.32	<b>311.32</b>
6	Hydraulic - Servo system 68 Oil	KL	2.52	0	16.8	1.47	1.47	1.47	7.98	2.52	<b>34.23</b>
7	Wheel Bearing Grease (Long Life Grease) 80,000 Km	KG	40222	38681	131040	0	35126	0	36946	0	<b>282015</b>
8	Wheel Bearing Grease (Long Life Grease) 48,000 Km	KG	0	0	0	46469	0	114296	0	29120	<b>189885</b>
9	Chassis Grease	KG	62972	30220	219856	61656	146874	213304	144508	95368	<b>974758</b>
10	Graphite Grease	KG	2912	0	16744	1778	4004	6188	5096	5096	<b>41818</b>
11	EP2 Grease	KG	93184	0	0	0	0	0	0	0	<b>93184</b>
12	Hydraulic Clutch Oil	KL	6.72	17	2.52	2.94	1.68	0	1.89	0.84	<b>33.59</b>

**SIGNATURE OF THE TENDERER**

## 8.2 Delivery Schedule

- a) The supply of Lubricants shall be as per the schedule given in the Purchase Order placed by the respective STUs in Tamilnadu. The entire quantity of supply for a month is to be spread equally every week and supply shall positively be completed before the end of the month.
- b) The delivery of Lubricants shall be made at the respective stores of the TNSTUs as specified by them in the Purchase Order.
- c) The supply of Lubricant ordered items shall conform to the specification available in the Tender document.
- d) In the rare event of non-acceptance of delivery items by the user, the vendor shall immediately report to IRT for suitable directions.

## 8.3 Quality of Supply

- a) The Lubricants to be supplied shall strictly conform to the specifications given in **Annexure-I**
- b) In the event of failure of random samples for the supplies made to the Corporation and tested at CIRT or any other laboratory approved by Ministry of Science and Technology, the Tender Award Committee will have the right to take the following action:-
  - i) Suspend or terminate or reject the tender/ contract and
  - ii) Any other remedial measures as it may deem fit.

## 8.4 Testing of Random Samples

Firm / bidder has to supply the ordered quantity to various stores (as per supply order). The random samples from the supply received against one delivery schedule are liable to be got tested at CIRT, Pune or any other NABL accredited test house / laboratory as per specification mentioned in the tender.

In case the random samples, drawn from the supplied stores found meeting the prescribed specifications, then test charges and cost of samples etc., will be borne by the corporation otherwise if any sample from the lot was not found meeting the prescribed specification in testing, then complete lot supplied against the schedule to all the stores as per above will be rejected and firm / bidder will have to replace the failed materials within 15 days from the date of issuing of letter of rejection, failing which STUs, have right to make the purchase of rejected stores from the alternate sources available without issuing any further notice, Moreover, recovery of testing charges along with cost of sample,

postage charges and administrative charges etc. as per ASRTU criteria will be imposed on the firm / bidder and firm / bidder will be cautioned to improve the quality strictly as per specifications for future supplies. The penalty as per ASRTU weightage chart will be imposed on the firm / bidder for the material that had been consumed by the time the report of testing is received by the STUs. On receipt of consecutive two failed test reports of testing of random samples for the same item, the pending order of the firm / bidder will be cancelled and the firm / bidder will be debarred for participation in future tenders for period as decided by the Managing Director (STUS) / Director (IRT), in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.

### **8.5 Price Fall Clause**

The firm shall inform STU / IRT in writing within 30 days positively from date of submitting lower rate (s) and / or any better terms & conditions offered of any of member STUs or any Govt. / Semi Govt. owned organization directly or by any of its Sole Selling Agent/ Distributor for which this contract is established.

STU/ IRT shall have the right to take any action as stipulated under Fall clause of tender documents in the event of firm not informing the lower rate (s) and / or any better terms & conditions within 30 days positively.

The bidders should submit the affidavit in this regard along with the tender. Failing to submit the affidavit will lead to rejection of bid.

The purchasing STU shall ensure that the details of lower rates and / or better terms than those agreed in this contract if offered by the firm are duly communicated to IRT without delay.

During the period of contract, the supplier should show no discrimination to the Corporation by supplying at lower rates and better terms and conditions to any STU's in India in similar conditions. If any supply is made by the supplier at the lower rates and better terms and conditions in similar conditions, in that case, lower rates and better terms and conditions would be applicable on supplies to the IRT / STUs with effect from the date of such supplies at lower rates to other STU's.

### **9. Payment Clause**

9.1 The Corporation will release the payment of 45 days POST DATED CHEQUE against Proforma Invoice.

9.2 Penalty amount if any, will be adjusted in the Security Deposit paid by the Successful Bidder.

## 10. Price Variation Clause

The prevailing average base oil price in the quarter communicate by M/s. Indian Oil Corporation Limited and Lithium Hydroxide price communicate by M/s. Balmer Lawrie & Co Ltd., will be taken in to account for evaluation of price variation clause formula for various lubricants as detailed below:-

**The base oil percentage weightage is taken as follows:-**

Sl.No	Name of the Lubricant	Percentage weightage
1.	Engine Oil.	50% SN 150 & 50% SN 500
2.	Gear Box Oil	70% SN 500 & 30% BS 150
3.	Gear Box Oil for SETC Ltd	70% SN 500 & 30% BS 150
4.	Crown and Pinion Oil	100% BS150
5.	Power Steering Oil	100% SN150
6.	Hydraulic - Servo system 68 Oil	50% SN 150 & 50% SN 500
7.	Wheel Bearing Grease (Long Life Grease) 80,000 Km	50% SN 500 & 50% BS 150
8.	Wheel Bearing Grease (Long	50% SN 500 & 50% BS 150
9.	Chassis Grease	50% SN 500 & 50% BS 150
10.	Graphite Grease	50% SN 500 & 50% BS 150
11.	EP2 Grease	50% SN 500 & 50% BS 150
12.	Hydraulic Clutch Oil	Not included in price variation clause Rate is fixed.

### **PRICE VARIATION FORMULA:-**

**(i) Price applicable for present quarter for Engine Oil & Servo System 68 oil items:**

Quoted price + 0.90 [(SN500 Previous Quarter rate – SN 500 reference price as per tender) x 0.50] + (SN150 Previous Quarter rate – SN 150 reference price as per tender) x 0.50]



**(ii) Price applicable for present quarter for Gear Box Oil:**

Quoted price + 0.90 [(SN500 Previous Quarter rate – SN 500 reference price as per tender) x 0.70) + (BS150 Previous Quarter rate – BS 150 reference price as per tender) x 0.30]

**(iii) Price applicable for present quarter for Crown & Pinion Oil:**

Quoted price + 0.90 [(BS150 Previous Quarter rate – BS 150 reference price as per tender)]

**(iv) Price applicable for present quarter for Power Steering Oil:**

Quoted price + 0.90 [(SN150 Previous Quarter rate – SN 150 reference price as per tender)]

**(v) Price applicable for present quarter for Wheel bearing Grease:**

Quoted price + 0.90 [(SN500 Previous Quarter rate – SN500 reference price as per tender) x 0.50) + (BS150 Previous quarter rate – BS 150 reference price as per tender) x 0.50] + 0.03 X (LiOH Previous quarter rate – LiOH reference price as per tender)

**(vi) Price applicable for present quarter for EP2 grease:**

Quoted price + 0.90 [(SN500 Previous Quarter rate – SN500 reference price as per tender) x 0.50) + (BS150 Previous quarter rate – BS 150 reference price as per tender) x 0.50] + 0.03 X (LiOH Previous quarter rate – LiOH reference price as per tender)

**(vii) Price applicable for present quarter for Graphite grease & Chassis Grease:**

Quoted price + 0.90 [(SN500 Previous Quarter rate – SN500 reference price as per tender) x 0.50) + (BS150 Previous quarter rate – BS 150 reference price as per tender) x 0.50].

\* Note: Price Variation clause is not applicable for Hydraulic Clutch oil and the price remains fixed during the contract period.

Quarterly price variation as per base oils normal transaction rate Ex-Chennai will be applicable for the above quantities as per the formula indicated below.

Average Quarterly prices of IOC for base oils as on tender opening date will be taken as reference prices.

Average Quarterly prices of Balmer Lawrie & Co Ltd., for Lithium Hydroxide as on tender opening date will be taken as reference prices.

The price for every quarter of Lubricant is evaluated by successful bidders for the respective awarded Lubricant items using above price variation clause formula and it is to be informed to STUs and IRT for fixing new rate with effect from 1<sup>st</sup> working day of the next month. After verifying the same by STUs / IRT, the amendments of new rate will be issued to STUs and respective firms by IRT.

The detailed of quarterly period to be followed for reference :-

January to March	-	1 <sup>st</sup> quarter
April to June	-	2 <sup>nd</sup> quarter
July to September	-	3 <sup>rd</sup> quarter
October to December	-	4 <sup>th</sup> quarter

**Appendix-1 Model Form of Contract**

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the supply and commissioning of High End Servers and Related items)

**(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**

**AGREEMENT FOR SUPPLY OF LUBRICANT**

THIS AGREEMENT made this (.....) between the MANAGING DIRECTOR, ..... (Name of purchaser) (City of Purchaser) hereinafter “the Purchaser “of one part and M/s ..... (Name of Supplier) having its registered office at ..... hereinafter “ the Supplier “ of the other part.

WHEREAS the Purchaser is desirous to buy. .... Lubricants (as per the specification in the tender ) and has accepted this bid submitted by the supplier for the supply of Lubricants for a sum of Rs...../-(Rupees ..... only) (Contract price in words and figures) hereinafter referred to as Contract price.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
  - a) The Tender Document, including corrigendum's
  - b) Detailed final offer of the successful bidder
  - c) Rate Contract Order / Purchase orders issued by IRT / STUs from time to time
  - d) The Technical Specifications,
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Lubricants and to remedy defects therein in conformity with all aspects of the provisions of this Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Lubricants and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in

the contract.

5. The supplier shall arrange necessary facilities including labour, materials, electricity, fuel, equipments and instruments at his cost in his premises of the sub contractors as the case may be, for testing the Lubricants to the satisfaction of the Managing Director or his nominee or his representative.
6. The Lubricants supplied under this contract shall strictly conform to the specifications given in the tender .
7. The supply of Lubricants shall be as per the schedule given in the Purchase Order placed by the purchaser.
8. The delivery of Lubricants shall be made at the respective stores of the Purchaser as specified by the Purchaser in the Purchase Order.
9. The supplier should settle warranty claim for prematurely failed Lubricants due to manufacturing defects within a period not exceeding one months.
10. If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the Purchaser, if any, the Purchaser reserves the right to purchase such requirements from any available source and any extra expenditure incurred thereof will be recovered from the supplier's bills due for payment or from the Security Deposit. Further the supplier has to reimburse all the liquidated damages / losses arising due to non-fulfillment of contractual obligations.
11. If the supplier violates any of the conditions stipulated in the agreement, the Purchaser shall be at liberty to cancel the agreement and entrust the order with some other supplier, in which case, the purchaser shall pay the additional expenses incurred for the order diversion or action will be taken to recover the same from their security deposit.
12. Upon receipt of the Lubricants at the respective destination and after inspection of Lubricants supplied, the Purchaser or his nominee will issue an acceptance certificate specifying the date of acceptance. The Lubricants found defective due to defective packing or otherwise inconformity with the requirement, the contract shall be withheld until such time the defects are corrected.
13. The issuance of the acceptance certificate shall be without prejudice to the results of testing and action thereafter and shall no way relieve the supplier of his responsibility for the quality and specification of the Lubricants.
14. The Purchaser reserves the right to terminate the contract If the supplier fails to deliver Lubricants within the time specified in the contract or

within the period for which extension has been granted or if the supplier fails to comply with any other provisions of this contract.

- 15.** If the supplier becomes bankrupt or has a receiver order made against him or compound with his creditors, or the supplier being Corporation commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution, or carries on its business under a receiver for the benefit of its creditors or any of them, the Purchaser shall be at liberty to terminate the contract forthwith by notice in writing to the supplier or to the liquidator or receiver or to any person in whom the contract may become vested or to give such liquidator, receiver or other person to the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract upto an amount to be determined by the Purchaser.
- 16.** If the delay or difficulty so caused cannot be expected to cease or become avoidable or if operation cannot be resumed within three months, then either party shall have the right to terminate the contract by giving thirty days, written notice to the other, in the event of such termination of the contract, payment to the supplier will be made as follows:

  - i)** The supplier shall be paid for all Lubricants approved by the Purchaser or his nominee and for any other legitimate expenses due to him.
  - ii)** If the Purchaser terminates the contract owing to force majeure or due to any cause beyond the control, the supplier shall additionally be paid for supply made during the said three (3) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (i) above.
  - iii)** The Purchaser shall release all bonds and guarantees at his disposal except in cases where the total amount of payments to the supplier exceeds the final amount due to him in which case the supplier shall refund the excess amount within sixty (60) days after termination and the Purchaser thereafter shall release all bonds and guarantees. If the supplier fails to refund the amounts received in excess within the said period, such amounts shall be deducted from the bonds or guarantees provided.
- 17.** On termination of the contract for any cause, the supplier shall see to the orderly suspension and termination of operations, with due considerations to the interests of the Purchaser with respect to completion, safe-guarding or storing of Lubricants produced for the performance of the contract and the salvage and resale thereof.

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- 18.** The supplier shall not be liable for any liquidated damages for delay or failure to perform the contract for reasons of force majeure such as acts of God, acts of public enemy, acts of Governments, fires, floods, epidemics, strikes, affecting production over duration of more than seven consecutive days and provided that the contractor shall within ten (10) days from the beginning of such delay notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension if the same is justifiable.
  - 19.** The supplier shall insure the Lubricants proposed to be supplied during transit.
  - 20.** If the Lubricants or any portion thereof are damaged or lost during transit, the Purchaser shall give notice to the supplier / insurance company and the supplier setting forth particulars of such Lubricants damaged or lost. The replacement of such Lubricants shall be effected by the supplier within a reasonable time to avoid unnecessary delay. The price of the replacement items shall be recovered from the insurance coverage provided for this purpose.
  - 21.** The supplier shall replace the Lubricants damaged during transit at free of cost.
  - 22.** In the event of Lubricants supplied by the supplier is found defective or otherwise not in conformity with the contract specifications, the purchaser shall reject the Lubricants and request the supplier in writing to replace the same. The supplier on receipt of such notification shall replace the defective Lubricants at free of cost within two weeks. If the supplier fails to do so, the Purchaser may
    - i)** at his option replace or rectify such defective Lubricants and recover the extra cost so involved from the contract price plus fifteen percent to cover the overhead expenses; or
    - ii)** terminate the contract for default.
  - 23.** If the delivery of Lubricants is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the Purchaser in writing of his request for an extension of time. The purchaser on receipt of such notice may agree to extend the delivery date specified in the schedule as may be reasonable but without prejudice to other terms and conditions of the contract.
  - 24.** If the supplier fails to deliver Lubricants within the time specified in the contract agreement or any extension thereof, the Purchaser shall be at liberty to recover from the supplier, as liquidated damages, a sum of quarter of percent (0.25 percent) of the contract price of the
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- undelivered Lubricants for each day of delay. The total liquidated damages shall not exceed ten percent (10%) of the contract price of Lubricants so delayed.
- 25.** The supplier shall not assign or transfer the contract or any part thereof without the prior approval of the Purchaser.
  - 26.** Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by the Director, IRT subject to a written appeal by the supplier to the Director, IRT whose decision shall be final to the parties hereto.
  - 27.** The contract shall be construed according to and subject to the laws of India and jurisdiction of courts of Chennai only.
  - 28.** Whenever any claim for the payment of a sum to or the recovery of an advance by the Purchaser arises out of or under this contract against the supplier the same may be deducted by the Purchaser from any sum then due or which at any time thereafter may become due to the supplier under this contract and failing that under any contract with the Purchaser or from any other sum due to the supplier from the Purchaser.
  - 29.** Where the supplier is an individual or business concern or a Hindu Undivided Family business concern or a partnership firm or a private limited company or a public limited company, the prior approval in writing of the Director, IRT shall be obtained before any change is made in the constitution of such business concern.
  - 30.** The supplier agrees to make payment of Secretarial Administrative charges @ 2.25% plus GST on invoice Basic Rate to IRT within the period stipulated in the Tender schedule by mean of Demand Draft drawn in favour of "The Director, IRT" Payable at Chennai.
  - 31.** The supplier further agrees to pay penalty for delay in payment of Special Administrative Charges as per Tender Condition.
  - 32.** Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached, then all disputed issues shall be settled by Arbitration.
  - 33.** Firm / bidder has to supply the ordered quantity to various stores (as per supply order). The random samples from the supply received against one delivery schedule are liable to be got tested at CIRT, Pune or any other NABL accredited

test house / laboratory as per specification mentioned in the tender.

In case the random samples, drawn from the supplied stores found meeting the prescribed specifications, then test charges and cost of samples etc., will be borne by the corporation otherwise if any sample from the lot was not found meeting the prescribed specification in testing, then complete lot supplied against the schedule to all the stores as per above will be rejected and firm / bidder will have to replace the failed materials within 15 days from the date of issuing of letter of rejection, failing which STUs, have right to make the purchase of rejected stores from the alternate sources available without issuing any further notice, Moreover, recovery of testing charges along with cost of sample, postage charges and administrative charges etc. as per ASRTU criteria will be imposed on the firm / bidder and firm / bidder will be cautioned to improve the quality strictly as per specifications for future supplies. The penalty as per ASRTU weightage chart will be imposed on the firm / bidder for the material that had been consumed by the time the report of testing is received by the STUs. On receipt of consecutive two failed test reports of testing of random samples for the same item, the pending order of the firm / bidder will be cancelled and the firm / bidder will be debarred for participation in future tenders for period as decided by the Managing Director (STUS) / Director (IRT), in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.

- 34.** The firm shall inform STU / IRT in writing within 30 days positively from date of submitting lower rate (s) and / or any better terms & conditions offered of any of member STUs or any Govt. / Semi Govt. owned organization directly or by any of its Sole Selling Agent/ Distributor for which this contract is established.

STU/ IRT shall have the right to take any action as stipulated under Fall clause of tender documents in the event of firm not informing the lower rate (s) and / or any better terms & conditions within 30 days positively.

The bidders should submit the affidavit in this regard along with the tender. Failing to submit the affidavit will lead to rejection of bid.

The purchasing STU shall ensure that the details of lower rates and / or better terms than those agreed in this contract if offered by the firm are duly communicated to IRT without delay.

During the period of contract, the supplier should show no discrimination to the Corporation by supplying at lower rates and better terms and conditions to any STU's in similar conditions. If any supply is made by the supplier at the lower rates and better terms and conditions in similar conditions, in that case, lower rates and better terms and conditions would be applicable on supplies to the IRT / STUs with effect from the date of such supplies at lower rates to other STU's.

- 35.** The supplier agreed to supply Lubricant for every quarter at the new price arrived as per Price variation clause.



- 36.** 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 and under 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 the 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 in English

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said

MANAGING DIRECTOR..... (For the Purchaser)

In the presence of .....

Signed, Sealed and Delivered by the said

M/s. .... (For the Supplier)

In the presence of .....

**Appendix - 2 Bank Guarantee Format**

(To be executed in Rs.100/- Stamp Paper – with reference to clause 7.3)

To  
The Managing Director

Bank Guarantee No:  
Amount of Guarantee:  
Guarantee covers from:  
Last date for lodgement of claim:

This Deed of Guarantee executed by ..... (Banker's Name & Address) having our Head Office at .....(address) (hereinafter referred to as “the Bank”) in favour of The Managing Director, .....(hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) as per the request of M/s. \_\_\_\_\_ having its office address at \_\_\_\_\_ (hereinafter referred to as “Supplier”) against Letter of Acceptance reference \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/\_\_\_\_ of M/s..... This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) and the guarantee shall remain in full force up to \_\_\_\_ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before \_\_\_\_ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Contractor’s performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Supplier.

This Guarantee is valid until \_\_\_\_\_ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not be exceed Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only). This bank guarantee shall be valid up to \_\_ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this ..... at \_\_\_\_\_.

Witness:

(Signature)

(Name in Block Letters)

<b>Annexure-1 Technical Bid</b>
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<b>A1.1 Check-list for Enclosures</b>
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Documents to be submitted online and physical submission	Fill (YES or NO)
Filled Tender Technical Bid Form duly signed by the bidder in each and every page of the tender document along with required proof document as specified in the tender clause should be uploaded online and physical submission. Otherwise tender will be summarily rejected.	
Payment of EMD amount, Factory Inspection Fee	
Payment for Tender document fees if tender document downloaded by the bidder .	
Two Part Bid submission	
Letter of Authorisation for signing the Tender document	
<b>Eligibility Criteria</b>	
1. Manufacturing License for Lubricant should be submitted	
2. Certificate of Incorporation	
3. The Product offered by bidder shall conforms to specification in tender Document. The documentary proof should be enclosed.	
4. OEM Supply proof copies should be submitted	
5. ASRTU Rate Contract Certificate	
6. Test Certificate from competent authority as per tender document	
7. Copies of the Audited Balance sheets and Profit and Loss account for the last 3 Financial years (2018-2019, 2019-2020 and 2020-2021 years)	
8. Copies of the Chelan for the payment of GST.	
9. Previous Supplies to TNSTUs / Other STUs in India	
10. Language of the supporting documents only in English	

### A1.2 Profile of the Bidder

#### INFORMATION ABOUT THE TENDERER:

1	Name of the Firm	..	
2	Address of the Registered Office.	..	
3	Telephone No.	..	
4	Mobile Number	..	
5	E- Mail ID	..	
6	Factory / Work Address	..	
7	Telephone No.	..	
8	Mobile Number	..	
9	E-Mail ID	..	
10	Weekly off day of the factory	..	
11	Capital employed in Rupees	..	
12	No. of employees	..	
13	<b>Sales (turnover) during previous three financial years in Rupees.</b>	..	2018 -19 - Rs. 2019 – 20 -Rs. 2020 – 21-Rs.
14	Whether Audited Annual Report for the past three years i.e., 2018 -19, 2019 -20 & 2020-21 are enclosed.	..	a) Yes
		..	b) No
15	Manufacturers constitution	..	(a) Proprietor (b) Partnership (c) Pvt.Ltd. (d) Public Ltd. (e) PSU (f) Co-Operative Society
16	Status of the manufacturers	..	(a) Small Scale (b) Medium Scale (c) Large Scale

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17	In case of Small Scale Units whether registered as Small Scale Industry with Director of Industries & Commerce	..	a) Yes
		..	b) No
18	If registered, Registration No. & Date	..	a) Yes
		..	b) No
19	Whether SSI Registration Certificate is enclosed	..	a) Yes
		..	b) No
20	Whether the product offered has been tested and certified	..	a) Yes
		..	b) No
21	If yes whether the product conforms to the prescribed specifications	..	a) Yes
		..	b) No
22	Whether copy of the valid Test Certificate (i.e Certificate dated after 07.06.2021) enclosed	..	a) Yes
		..	b) No
23	Whether test house has been approved by Ministry of Science and technology, Government of India	..	a) Yes
		..	b) No
24	Whether copy of Ministry of Science and technology, Government of India approval copy enclosed.	..	a) Yes
		..	b) No
25	Whether supply made to TNSUTs in Tamilnadu during the financial year 2021 - 2022	..	a) Yes
		..	b) No
26	Whether supply made to APSRTC, KASRTC, KESRTC, MSRTC, GSRTC during the financial year 2021 - 2022	..	a) Yes
		..	b) No

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27	If, Yes, the rate, ordered quantity by TNSTUs referred above and supply details shall be enclosed.	..	a) Yes
		..	b) No
28	Whether Proof of Supply enclosed.	..	a) Yes
		..	<b>b) No</b>
29	Any Other Information	..	
30	Status of the firm (Enter any of the .. Following options: ASRTU / OE/ Govt. Enterprises)	..	
31	Status of the OE Approval (Enter any of the following options: Ashok Leyland / Tata Motors / Volvo)	..	
32	ASRTU Rate Contract/Trial Rate Contract Date .. Issued for items .. Other manufacturers) (Please enclose valid ASRTU Rate Contract Order if applicable)	--	

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33	Time required to Deliver lubricants .. (from the date of purchase order if executed)		
34	EMD Remitted Details	..	Name of the Bank Branch DD No. .... Dt. .... Amount – Rs. 10,00,000/-
35	Factory Inspection Fee Details	..	Name of the Bank Branch DD No. .... Dt. .... Amount – Rs. 20,000/-
36	Tender Document Cost Paid Details if tender is downloaded	..	Name of the Bank Branch DD No. .... Dt. .... Amount – Rs. 17,700/-
37	Tender Offered Product as per Chapter – 4 specifications in the tender.	..	
38	Test Certificate enclosed for following Lubricant		
1	Engine Oil for Ashok Leyland / TATA vehicles	..	YES / NO
2	Gear Box Oil	..	YES / NO
3	Gear Box Oil for SETC Ltd		YES / NO
4	Crown and Pinion Oil	..	YES / NO
5	Power steering Oil	..	YES / NO
6	Hydraulic - Servo System 68 Oil	..	YES / NO
7	Wheel Bearing Grease (80,000 Kms) Long Life Grease RR3 or Equivalent of IS 12203 with V2 F Rig test pass certificate Lithium base	..	YES / NO
8	Wheel Bearing Grease (48,000 Kms) Long Life Grease RR3 or Equivalent of IS 12203 with V2 F Rig test pass certificate Lithium base	..	YES / NO
9	Chassis Grease	..	YES / NO
10	Graphite Grease	..	YES / NO
11	EP2 Grease	..	YES / NO
12	Hydraulic Clutch Oil	..	YES / NO

**SEAL:**

**DATE:**

**SIGNATURE OF THE TENDERER**



**A 1.3 Declaration**

**To**

The Director,  
The Institute of Road Transport,  
100 Feet Road, Taramani,  
Chennai 600 113.

Sir,

I/We hereby offer to supply Lubricants to the IRT / State Transport Corporations in Tamilnadu upon and in accordance with the General Conditions of tender hereto annexed apart from the conditions as may be agreed to between the Corporation and the successful tenderers, 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 for **Rs.10,00,000/- (Rupees Ten Lakhs only)** towards the Earnest Money Deposit. I/We have carefully read and understood the terms and conditions and the specifications of the Lubricants 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 120 days from the date of opening of Commercial Bid or Contract period whichever is later. I/We agree to declare that no other party will have any interest in the contract if this tender is accepted. I/We agree that the Corporation 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 appears that this declaration is not true. I/We further agree that acceptance by the Tender Award Committee of this tender within the 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 failing to do so during the period of the Rate Contract, I/We agree to the forfeiture of the Earnest Money Deposit of **Rs. 10,00,000/- (Rupees Ten Lakhs only)** besides Liquidated Damages set out in the Tender Document. I/We further agree to remit Special Administrative Charges to IRT as per the Tender Conditions and is /are also aware of the fact that delay in Special Administrative Charges payment would entail penalty besides suspension of Contract and would abide by the same.

**Signature of the Tenderer**

**Date:** .....

**Name:** .....

**Place:**.....

**Designation** .....

**Encl:**

Demand Draft/Order bearing No. .... Dated ..... drawn in favour of the Director,  
The Institute of Road Transport, Taramani, Chennai-600 113

## COMMERCIAL BID

## Annexure-2 (a) - PRICE BID – Lubricants SCHEDULE OF RATES

"RATE CONTRACT TENDER REF NO": 06/LUB/CP/IRT/2022

(To be submitted in online)

Sl. No.	Description	U O M	Brand Name	Basic Price Rs.	GST % and value Rs.	Total landed cost FOR Destination	Production capacity per month	Supply Capacity per month for TNSTUs
1	Engine Oil for Ashok Leyland vehicles / TATA Motors vehicles (Oil Change period 80000 Kms)	L						
2	Gear Box Oil (long Life – 1,20,000 Kms)	L						
3	Gear Box Oil for SETC Ltd	L						
4	Crown and Pinion Oil (Long Life – 80,000 Kms)	L						
5	Power steering Oil	L						
6	Servo system 68 Oil	L						
7	Hydraulic Clutch Oil	L						
8	Wheel Bearing Grease (Long Life Grease) 80000 Kms	Kg						
9	Wheel Bearing Grease 48000 Kms	Kg						
10	Chassis Grease	Kg						
11	Graphite Grease	Kg						
12	EP2 Grease	Kg						

➤ **Note:-** To quote the rate for all the Items as per the Specification Indicated in tender document.

SEAL:

DATE:

SIGNATURE OF THE TENDERER

**Annexure – 2 (b)**

**PRICE BID - DISCOUNT STRUCTURE**

**(To be submitted in a separate sealed cover duly superscribed)**

The tenderer is requested to furnish his offer for the following volume and cash discount:

**1. VOLUME DISCOUNT .. Kg. / Lit.**

(To be specified for each item separately)

**2. CASH DISCOUNT.**

a) 100% Payment made in 15 days .....

b) 100% Payment made in 30 days .....

c) 45 days post dated cheque Payment against Proforma Invoice.

**3. ANY OTHER DISCOUNT**

**SIGNATURE OF THE TENDERER**

**SEAL:**

**DATE:**

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