

Directorate of State Transport, Haryana
30 Bays Building, 2nd Floor, Sector-17, Chandigarh
Ph. No. DTC (Stores) 0172-2701451 e-mail Id: dtcstore22@gmail.com


TENDER NOTICE

e-Tenders are invited for purchase of below mentioned items in two bid system
i.e. Technical Bid and Financial Bid:-

Sr. No.	Name of Group/Item	Approx. value (In Rs.crore)	EMD to be deposited (In Rs. lacs)	Tender Number	Start Date & Time of downloading of Tender online	Last Date & Time of submission of Tender online
1	Tender Notice for online tender of Oil, Lubricants, Grease & Aqueous Urea Solution	4.20 crore	2.00	04/2021-22/SPO/HQ dated 11.06.2021	12.06.2021 at 16:00 hours	05.07.2021 upto 15:00 hours

Note:- For detailed information please visit website <http://www.hartrans.gov.in> & e tendering website i.e. <https://etenders.hry.nic.in>.

Dated: 11.06.2021


Dy. Transport Controller (Stores)
for Director State Transport,
Haryana, Chandigarh.

**DOCUMENTS TO BE ATTACHED FOR SUBMITTING TENDER FOR SUPPLY OF OIL,
LUBRICANTS, RADIATOR COOLANTS & AQUEOUS UREA SOLUTION**

a) Along with technical bid:-

1. Terms & Conditions duly signed and stamped.
2. Annexure 'A' duly filled in and signed.
3. An affidavit that firm has not been blacklisted by Central Govt. / Any State Govt. / PSU/ STUs during the last 3 years.
4. A copy of latest test report as per tender specifications (less than one year old).
5. Certified copies of proof regarding eligibility criteria.
6. Earnest Money Deposit amounting to ₹ 2.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
7. ₹5000/- as tender fee (Haryana based MSEs are exempted from payment of tender fees) to be deposited online only.
8. e-Procurement fee in favour of "Society for IT Initiative Fund for e-Governance" amounting ₹1,000/- to be deposited online only.

Note:- Central and State Public Sector Undertakings are exempted to deposit EMD, BG and for other terms & conditions i.e. risk purchase, delay penalty, testing of samples and payment against delivery of store by Financial Commissioner & Principal Secretary to Govt. Haryana, Finance Department vide their U.O No. 12/1/2011-1FG-II/1166 dated 17.8.2011.

b) Along with financial bid:-

1. Commercial bid duly filled in and signed as per Annexure 'B'.

TECHNICAL BID

TERMS & CONDITIONS FOR SUBMITTING TENDER FOR SUPPLY OF OIL, LUBRICANTS, RADIATOR COOLANTS & AQUEOUS UREA SOLUTION (APPROX. VALUE ₹ 4.20 CRORE)

1	Eligibility Criteria	Any Public Sector Oil Marketing Companies/Multi-National Oil Marketing firm and their Oils & Lubricants are recommended by the Chassis Manufacturers i.e. M/s Tata Motors Ltd./ M/s Ashok Leyland Ltd./ M/s. Volvo (enclose proof).
2	Place of Delivery	Destination (door delivery including unloading at the consignees).
3	Goods and Services Tax (GST)	GST applicable as per latest Govt. of India /State Govt. notification or amended time to time.
4	Packing and Forwarding	Inclusive & Securely packed.
5	Specifications	As per the latest Chassis manufacturer/OE specifications.
6	Validity of offer	The offer should be valid for 04 months from the date of opening of tender.
7	Validity of Contract	The validity of contract will be 12 months from the date of issuing of Supply Order.
8	Quantity	The quantity mentioned in tender i.e. Annexure 'B' is approximate and can be increased/decreased up to 25% of quantity mentioned in the tender as per requirement of the Department during the validity period of offer on the same rates and terms & conditions.
9	Payment Term	Payment Term: 100% payment within 30 days from the date of satisfactory receipt of stores in the consignee depot.
10	Delivery schedule	Acceptance of delivery period i.e. 1 st delivery equivalent to one month requirement schedule within 15 days of issuing of confirmed supply order and thereafter as per delivery schedule mentioned in supply order, if any.
11	Earned Money Deposit	Earnest Money Deposit amounting to ₹2.00 lacs (Haryana based MSEs are exempted from payment of EMD) to be deposited online only.
12	Tender Fee	₹5000/- as tender fee (Haryana based MSEs are exempted from payment of tender fees) to be deposited online only.
13	Performance Bank Guarantee/Security	Successful bidder has to deposit within two weeks a Bank Guarantee equivalent to 5% of the total order value valid for 20 months from the date of issue of initial supply order. This is liable to be revoked/ forfeited without notice in case of failure to meet the contractual obligations, including timely supply of the material. The firm has to extend the validity of the Bank Guarantee deposited, if required by the department without assigning any reason. (2% of the order value in case of Haryana based Firms and 0.2% of the order value in case of Haryana Based Micro and Small Enterprises)
14	Risk Purchase	1) In case of non-supply of material as per delivery schedule of the supply order or as modified by concerned consignees and supplying materials that are found failed in testing and are not replaced during the prescribed period of 10 days after receipt of intimation of failure / rejection, the consignees will have right to purchase the materials of the same specifications from other alternate sources on ASRTU Rate Contract/ valid firm participated in the tenders at the risk and cost of the firm. The excess cost thus incurred will be recovered from the supplier

		<p>firm from its pending bills/EMD/BG or through legal action. The action of risk and cost purchase will be adopted after serving a registered 15 days notice in case of non-supply of scheduled stores as per delivery schedule. However, no such notice will be required for supplying the fresh material against rejected materials on finding the supplied materials not meeting the required specifications.</p> <p>2) The action of risk purchase once decided under intimation to the firm will not be stopped after issuing the supply order to the alternate source having rate contract with ASRTU/ valid firm participated in the tenders and the supply schedule of ordered materials to the extent of quantity of risk purchase will not be accepted of the successful bidder. The source for risk purchase will be decided from the Rate Contract holders of ASRTU offering lower rate with delivery period of 10 days. However, materials purchased on risk & cost basis from alternate source will be accepted after being found meeting the prescribed supply order specifications.</p>
15	Price Variation	Fixed price for the validity period of the tender.
16	Test	<p>Firm has to supply the ordered stores to various consignee depots (as per supply order) against one delivery schedule included in supply order from one lot. The store supplied against one delivery schedule to all Tata depots will be considered as single lot and store supplied against one delivery schedule to all the Leyland depots will be considered as other single lot. 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 specifications mentioned in the tender.</p> <p>In case the random samples, drawn from the supplied stores of any consignee depot are found meeting the prescribed specifications, then test charges and cost of samples etc. will be borne by the consignee depots otherwise if any sample from the lot was not found meeting the prescribed specifications in testing, then complete lot supplied against that schedule to all the consignee depots as per above will be rejected and firm will have to replace the failed material within 15 days from the date of issuing of letter of rejection, failing which concerned consignee will have right to make the purchase of rejected stores from the alternate sources available on ASRTU Rate Contract/ valid firm that participated in the tenders 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 and firm 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 for the material that had been consumed by the time the report of testing is received by the depot. On receipt of consecutive two failed test reports of testing of random samples for the same item, the pending order of the firm will be cancelled and the firm will be debarred for participation in future tenders for a period as decided by the Director General, State</p>

		Transport Haryana, Chandigarh in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.
17	Delay Penalty	Delayed consignment/delivery schedule will be subjected to 2% penalty per consignment per month of delay or part thereof, recoverable on the value of stores supplied after the scheduled date.
18	Warranty	Free replacement against any manufacturing defect noticed, if any.
19	Fall Clause	The price offered in the tender for the store shall not exceed in any way from the lowest price at which the tenderer supply/offer the store of the identical description to DGS&D New Delhi/ Any State Govt./ Undertaking/any STUs during the delivery period/currency period of the supply order. If at any time during the delivery period/currency period, the successful tenderer supplies/offer the quoted stores to any person at the price lower than the price chargeable under this supply order/contract, the tenderer shall forthwith notify such reduction and inform this office. The price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D New Delhi/ Any State Govt./ Undertaking/any STUs during the corresponding period.
20	Negotiations of Rates	Regarding negotiations of rates, policy issued by the State Government vide G.O. No. 2/2/2010-4-IB-II dated 18.06.2013, G.O. No. 2/2/2010-4-IB-II dated 16.06.2014, G.O. No. 2/2/2010-4-IB-II dated 09.02.2015 will be applicable.
21	Concession to MSMEs of State.	The State Government has notified "Haryana State Public Procurement Policy of MSME – 2016" vide G.O. No. 2/2/2016-4I BII(1) dated 20.10.2016 and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 which will be applicable in respect of concessions to Haryana based MSMEs and KVIs (Khadi Village Industries). For claiming the relevant concessions/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016. *Note: - To claim the concessions/benefits under the above policy, the bidder is required to submit Manufacturing Entrepreneurs Memorandum issued by the Industries Department Haryana in respect of the quoted item or UdhogAadhaar Memorandum (UAM) of Haryana based manufacturing enterprise in respect of the quoted item (Ref. Industries & Commerce Department Haryana Memo No. TS/DS&D/11389-A Dated 03.07.2018) and

		further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.
22	Concession / benefits to Startups / First Generation Entrepreneurs of State	The State Government has notified "Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State" issued vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 which will be applicable in respect of concessions to Startups/First Generation Entrepreneurs of State. For claiming the relevant concessions/s like Tender Fee, earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.
23	Grievance Redressal Mechanism for dealing with the representations /complaints / letters of the participating bidders/firms	A time bound Grievance Redressal Mechanism for dealing with the representations/complaints/letters of the participating bidders/firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O. No.2/2/2016-4I-B II of dated 25.07.2016. All the bidders/firms who want to make any representation/complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 PM of the Fifth Working day) of the date of issue of letter/ intimation regarding their " As per NIT/Not as per NIT status ". They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/complaint in whatsoever manner from the bidders/firms will be entertained after the opening of Financial Bid.
24	Make in India	The public procurement in the State in reference to "Preference to make in India" shall be governed by Govt. order No. 02/08/2020-4IB-II dated 18.11.2020
25	Restriction in Public procurement from bidders of certain Countries	The restriction on procurement from bidders from a Country or Countries on grounds of Defence of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No. 02/09/2020-4IB-II dated 10.12.2020
26	Any firm that has been blacklisted during the last 3 years by Central Govt./ any State Govt./ PSU/STUs on the basis of submitting of the forged documents/non supply of material/failure of random sample/non-complying the contract obligations etc. shall not be allowed to participate in future tenders. All the participating firms will be required to submit an affidavit along with tender that the participating firms have not been blacklisted by any Central Govt./ any State Govt./ PSU/STUs during the last three years. In case, contents of affidavit are not found correct during the course of decision making the offer of the firm will not be considered. In case of being found not correct during supply of ordered stores, supply of balance order will be cancelled along with encashment the EMD/BG deposited by the firm. However, balance ordered quantity will be purchased from other alternate source at the risk and cost of firm and extra cost involved will be recovered from encashed EMD/BG or through law of Court.	

27	<p>FORCE MAJEURE - Notwithstanding the provisions of the bid, the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract, is the result of an event of Force Majeure.</p> <p>For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the bidder shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the bidder, if as a result of Force Majeure; the bidder is unable to perform a material portion of the contract.</p>	
28	<p>Q.Rs applicable at the time of tender should remain valid during the validity period of tender or supply orders. If due to any reason, status of the firm gets lowered than Q.Rs applicable at the time of tender, Director General, State Transport, Haryana will have discretion either to revoke/reject the tender or cancel the pending order.</p>	
29	<p>Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a Director General State Transport Haryana, will attract penal interest on the defaulting amount @ ₹ 25/- per rupees one lac per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier.</p>	
30	<p>In case bidder withdraws/modifies its offer within the validity period, submit forged /fake documents or do any unethical/un-business like activity, do not accept the supply order, do not supply 1st delivery schedule/do not submit Bank Guarantee, EMD of the firm will be forfeited and other departmental penal action, as deemed fit, will be taken.</p>	
31	<p>The department reserves the right to modify/revoke the order at any point of time without assigning any reason.</p>	
32	<p>Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.</p>	
33	<p>The firm will have to supply the evidence of GST paid along with the each invoice.</p>	
34	<p>Tender documents should be duly paged and photocopies of relevant documents enclosed should be duly signed and stamped by the authorized representative of firm</p>	
35	<p>Firm should have capability to supply tendered qty. In case of not having the tendered quantity capacity, the firm should indicate the quantity that the firm would be capable of supplying to Haryana Roadways.</p>	
36	<p>The tender submitted directly by the manufacturer meeting the eligibility criteria will only be considered. However, supply could be accepted directly from the manufacturer or his sole selling distributor appointed as per ASRTU Rate Contract.</p>	
37	<p>The tenders submitted directly by the manufacturers meeting the eligibility criteria to quote the Oil, Lubricants, Radiator Coolants & Aqueous Urea Solution only will be considered. However, supply could be accepted directly from the manufacturer or their sole selling distributor appointed as per ASRTU Rate Contract.</p>	
38	<p>Balance terms & conditions, if any, shall be as per standard terms & conditions issued by Directorate of Supplies & Disposals, Haryana (may be seen at website i.e. www.dsndharyana.gov.in / website of Govt. of Haryana / ASRTU, New Delhi).</p>	
39	Arbitrator	<p>All disputes and differences arising out of or concerning whatsoever, shall be referred to the sole Arbitrator or an officer appointed by the Additional Chief Secretary to Government Haryana, Transport Department, acting as such at the time of the</p>

		reference. There will be no objection to such appointment, that the Arbitrator so appointed is a Govt. servant, that he has to deal with such matters in the course of duties as Govt., servant and might have expressed views on all or any of the matters in disputes or differences. The award of such Arbitrator shall be final and binding on the parties involved. The Arbitrator has the powers to extend the time for making the award on request from either of the parties.
40	Jurisdiction	Any dispute or difference or claim etc., shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this supply tender.

Certified that I/we have read out/understood above all terms and conditions and accepted unconditional.

Dated: -

Signature of Authorized
Person of firm with stamp

Note:-

Central and State Public sector Undertakings are exempted to deposit EMD, BG and for other terms & conditions i.e. risk purchase, delay penalty, testing of samples and payment against delivery of store by Financial Commissioner & Principal Secretary to Govt. Haryana, Finance Department vide their U.O No. 12/1/2011-1FG-II/1166 dated 17-8-2011.

TECHNICAL BID**TENDER FOR THE SUPPLY OF OIL, LUBRICANTS, RADIATOR COOLANTS & AQUEOUS UREA SOLUTION (APPROX VALUE ₹4.20 CRORE).**

1	Name of the firm with full Address including fax & e-mail ID	
2.	Name of Contact Person with Mobile No., Fax no. & e-mail ID	
3	Brand name	
4	Bank detail required for releasing payment through RTGS	
5	Are you Public Sector Oil Marketing Companies/Multi-national Oil Marketing firm and your Oils & Lubricants are recommended by the Chassis Manufacturers i.e. M/s Tata Motors / M/s Ashok Leyland / Volvo (enclose proof).	
6	Are you a Haryana based Micro, small or medium Enterprises	
7	Have you submitted the Financial Bid as per Annexure ‘B’.	
8	Confirm the firmness of the rates for one year from the date of decision of tender.	
9	What is your capacity to supply per month.	
10	Product Latest Test Report (less than one year old)	
11	Whether EMD amounting to ₹2.00 lacs (Haryana based MSEs are exempted from payment of EMD) has been deposited online?	
12	Indicate the location / address from where the firm will supply material / issue invoices of material supply.	

Dated**Signature of Authorized
Person of firm with stamp**

FINANCIAL BID**TENDER FOR THE SUPPLY OF OIL, LUBRICANTS, RADIATOR COOLANTS & AQUEOUS UREA SOLUTION (APPROX VALUE ₹ 4.20 CRORE)**

Sr. No.	Nomenclature of item	Specification	Change interval / period (Kms./time)	App. Qty (L/Kg.)	Basic rate (in ₹)	Cash Disc., if any (in ₹)	GST (in ₹)	Net landed rate ₹ Per Litre/Kg (in ₹)
1	Engine Oil CI4 plus for Tata/AL BS III/BS IV	API-CI4 plus SAE 15W 40	1 st @ 40,000 kms. then subsequent @ 60,000 kms.	186270				
2	Gas Engine Oil for Tata CNG Engine and Cummins Engine JnNurm ULE buses (Leyland/TATA)	API CF meeting 15W-40 specification.	Every 20,000 kms.	420				
3	Gear oil Axle ALT 85W/140 Long Life (for Tata/Leyland/Volvo/ Swaraj Mazda differential)	API GL-5 Equivalent with specified additions (Hypoid drive)	Every 80,000 kms. or once in a year	37800				
4	Gear oil Synchro 80W/90 Long Life (Tata Motor Gear Box-GBS 40/60/ Swaraj Mazda/AL Gear Box-6S36)	SAE/80W90 with 7% Anglamol 6097 by weight/APIGL-5	1 st @ 1,00,000 kms. and subsequent 1,20,000 kms.	15120				
5	Gear Oil ALT-90 Ashok Leyland synchro /constant mess	API GL-4 with specified additives	-----	11970				
6	Multi purpose Grease-MP	IS:12203:1987 reaffirmed 1993 or latest	-----	18382				
7	Grease -RR3	RR3-IS:7623	-----	25844				
8	Transmission Fluid A-ATF (Tata & Leyland Power Steering)	RTX III TQ synthetic fluid	Every 1,20,000 kms.	26250				
9	Gear Oil for Volvo buses	API CE or above SAE-40 Grade	-----	200				
10	Brake Fluid DOT-3 (Tata) in standard packing of 20 ltrs.	DOT-3 Plus IS:8654	-----	3570				
11	Radiator coolant concentrated for Tata/Leyland BS-III Diesel/CNG Engine.	JIS K-2234 of 1994 class 2 and plus.	Every 1,20,000 kms.	29400				
12	Volvo Premium Diesel Eng. Oil VDS3-M3	SAE 15W40 (Grade-VDS-3)	-----	12600				
13	Aqueous Urea Solution 32.5% in De-mineralized water (Ad Blue)	54806860657 (Part no.)	-----	128100				
14	Oil 80W/140 long drain period for BS-4 vehicles	-----	-----	100				
15	Engine Oil BS4/BS3 Engines	ALT Plus 15W40	-----	11340				
16	Gear Box Synchro 6536 with OD oil	ALT 80W90(LL)	-----	2310				
17	Rear Axle (Differential) oil	ALT 85W140	Every 1,20,000 kms.	2730				
18	Radiator Coolant for BS-4 vehicles	ALT 50	3,20,000 or two years whichever is earlier.	19740				
19	W Brg. Leyland grease	-do-		210				
20	Engine oil CH-4 15W/40 Leyland and Tata Diesel Engine and Volvo buses	API-CH4 + MB 228.3 + VDS-3		1680				

Note:- Store lot of 5 drums or above will be accepted F.O.R Destination door delivery to all consignees of Haryana Roadways.

Signature with rubber seal of the firm