

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-05-2026 10:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-05-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Military Affairs
संगठन का नाम / Organisation Name	Indian Army
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	173
वस्तु श्रेणी / Item Category	Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636 (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	24 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	196 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

COMMANDING OFFICER
8 Mtn DOU, Department of Military Affairs, Indian Army, Ministry of Defence
(Commanding Officer)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the

completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

8. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply Marked To IS 15636 (173 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes
--------------	-----

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	Category of use	Normal-use Tyres, Special-use Tyre, Snow Tyre
	Tyre Type	Tubeless Tyre, Tyre with Tube, Tube-Type Tyre (without Tube)
	Structure	Diagonal (bias-ply)
	Nominal Rim Diameter Code 'd' and Value of 'd' (In mm) as per Table 1 (Clause 3.17) of IS 15636	20 (508 mm)
	Suitable For	Truck, Bus and Trailer Tyres in Highway Service, Mining and Logging Tyres for use in Intermittent Highway Service, Special Purpose Tyres for Military Applications (Sand-cum-Highway)
	Tyre-size designation	12.00-20, 12.00-20 SCH
Certification, Testing and Warranty	Conformity of the specification	As per IS 15636

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****KARGIL	173	15

Special terms and conditions-Version:1 effective from 09-06-2025 for category Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636

1. Note to Buyers:

The Central Ministries/ Departments and other government buyers, as applicable, shall note that this category is covered under Scheme - I (ISI Mark Scheme) of BIS (Bureau of Indian Standards).

Compulsory use of Standard Mark - Goods or articles shall conform to the corresponding Indian Standard and shall bear the Standard Mark under a license from the Bureau as per Scheme-1 of Schedule-II of the Bureau of Indian Standards (Conformity Assessment) Regulations, 2018:

Buyer shall verify and confirm compliance with the applicable BIS order during the procurement and fulfillment process.

Note to Sellers:

Sellers shall offer and supply products conforming to the corresponding Indian Standard and bear the Standard Mark under a license from the Bureau as per Scheme-1.

Non-compliance shall result in action as per GeM IM policy.

Buyers and sellers may refer to the relevant S.O at <https://www.bis.gov.in/product-certification/products-under-compulsory-certification/scheme-i-mark-scheme/>

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NO

Post Receipt Inspection at consignee site before acceptance of stores:
BOARD OF OFFICERS

3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

OIC STOCKING WING (SW)
8 MTN DIV ORD UNIT
C/O 56 APO
KHUMBATHANG
KARGIL - 194105, LADHAK (UT)

4. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

COMMANDING OFFICER, 8 MTN DIV ORD UNIT

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

6. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

9. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TERMS & CONDITIONS

PART I: GENERAL INFORMATION

1. The bidders are instructed to quote specific make, model and other relevant details of the items for which rates are quoted, irrespective of whether specifications are mentioned with the make/model or not.

2. OEM/Authorized dealer certificate is to be uploaded along with this bid and ISO certification ISO 9001 (Quality and Safety), 9000 (Quality Mgt) to be submitted at the time of submission of technical bid.

3. **Fall Clause :-** The price charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores or offer to sell stores of identical description to any persons/ Organization including the purchaser or any department of the Central Government or any Department of state Government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

4. **Terms & Conditions of Delivery Period :-** Delivery period for supply of items would be **15 days** from date of placing GeM contract **at Khumbathang, Kargil, UT Ladakh (consignee loc)** and all the goods in the GeM shall be offered on free delivery at site basis including loading and unloading and certificate confirming the same need to be enclosure along with the bid. Bidders are required to furnish acceptance letter stating that complete stores will be delivered **at Khumbathang, Kargil, UT Ladakh within 15 days from date of placement of SO and that no extension period will be requested to deliver the stores.**

5. **Liquidated Damages:-** If the stores are not supplied within the stipulated period/limit as specified a penalty of 0.5% per week or part thereof not exceeding 10% of the total cost of the GeM order will be levied for late supply at the discretion of Commanding Officer, 8 Mtn DOU as per LD clause.

6. This request for proposal is being issued with no financial commitment and the Buyer reserves the right to cancel/change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP or Supply Order before delivery of stores, should it become necessary at any stage.

7. **Piecemeal Supply:-** Piecemeal supply of item will not be acceptable. All items in a particular GeM contract will be supplied in one consignment.

8. **Consignee:-** Commanding Officer, 8 Mtn DOU, Pin 909008, C/o 56 APO.

9. **Accepting Authority:-** Commanding Officer, 8 Mtn DOU, Pin 909008, C/o 56 APO.

10. **Paying Authority:-** Online/ Offline payments shall be made in INR by the **PCDA, Jammu Northern Command/ Area Account Office (Pay), Leh (UT).**
11. **Inspection of Stores:-** Items supplied will be checked by a Board of Officer detailed by accepting authority. The stores should be as per specification in GeM contract. Stores will be provided for inspection within the delivery period by the concerned supplier.
12. **Rejected Stores:-** All rejected stores are liable to be back loaded to the supplier concerned by the consignment/collection agency at risk and cost of the supplier/firm (in case stores not accepted/found correct by consignee/collection party). **Stores need to conform with the specifications as promulgated by DGQA for specified item part numbers.**
13. **Quality/Brand:-** Good quality product from reputed and known brands (ISO Certification, where applicable). In case of inferior quality store delivered/ inferior quality in execution, accepting officer has full right to cancel the supply ground and for due to breach of trust and no representation on this account will be entertained. All vendors to check items before dispatch on account of quality and quality as per the SO clauses. In case of ambiguity, decision of Accepting Officer shall be final and binding. **The Vender will be blacklisted.**
14. **Undertaking Certificate:-** I, on behalf of the seller, as duly constituted and authorized authority, confirm to have carefully read all the aforesaid terms and conditions of GeM and unconditionally accept the same. **Certificate on letter head of the firm stating that they accept all the above terms & conditions will be submitted along with bid.**
15. **Guaranty/Warranty:-** The Goods supplied under the contracts bear the manufacturer's Warranty/Guaranty and shall be new, of best quality, workmanship & in accordance with the requisite specification & quality and shall have Guarantee/Warrantee for the agreed period from the date of receipt by the Commanding Officer, 8 Mtn DOU.
16. **Termination for Default:** - If the seller does not perform their obligation under the contract within the Delivery Period stipulated in the contract, the same would constitute the breach of the Contract for the unsupplied portion after the expiry of the original delivery period stipulated in t

he contract and buyer reserve the right to terminate the contract.

17. **Modification and Withdrawal of Bids** :- The bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by ink signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during the period will result in Bidder's forfeiture of bid security. **Once Supply Order placed on L1 and the firm does not accept the Supply Order, will result in black listing the firm.**

18. The Lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete clarification and **price negotiations as decided by the Buyer**. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items in case of item rate contract. **The Buyer also reserves the right to do Apportionment of quantity**, if it is convinced that lowest Bidder is not in a position to supply full quantity in stipulated time wherein the **order may be placed on L2, L3 at L1 rates provided this is acceptable to them at the ratio of 50:30:20 or 50:50. The L1 will be declared based on the lowest bid for the entire package of items. Items wise evaluation will not be carried out.**

19. **Risk & Expense Clause** :- Should the stores or any installment thereof not be delivered within the time specified in the Supply Order or if defective is made in respect of the stores or any installment thereof, without prejudice have to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

20. **Termination of Contract**: - The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure after the schedule date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than 30 days provide Force Majeure clause included in contract.
- (d) If the supplier, in the judgement of the buyer, has engaged in corrupt or fraudulent practices in completion of the contract.
- (e) As per decision of the Arbitration Tribunal.

21. **Packing and Dispatch** :- The stores are required to be packed t

to withstand normal conditions of shipment and short term storage in transit and in the country of destination and the following conditions will apply :-

(f) The seller shall be responsible for any deficiency, loss, damage or expenses incurred by the purchase of stores because of inappropriate packages or lost of packages in transit before delivery in buyer location (Khumbathang, Kargil, UT Ladakh).

(g) The seller shall also comply with the details packaging and dispatch instructions, if specified in the contract.

(h) Packing shall be marked with Seller's Name, Consignee Name with address, Nomenclature of items with quantity and Contract No with date.

(i) The stores will be accepted only as a complete entity in composite loads or not in parts/components.

(j) The responsibility of sending dispatch documents will rest with the seller. Details shipping instruction issue from time to time by the Buyer will apply.

22. ePBG should be submitted by the bidder within 15 days from placement of Supply Order and should be valid up to the period as per bid.

23. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date. Scanned copy of FDG/EMD is required to be uploaded by the bidder (Name should be in **FDR COMMANDING OFFICER, 8 MTN DOU**).

24. Firms registered with NSIC/MSME and seeking exemption from EMD are requested to furnish registration documents authenticated by the issuing authority as registered manufacturer of the subject bid item.

25. No insurance charge will be paid by the department. Commanding Officer, 8 Mtn DOU accepts no responsibility and no liability for the stores in transit or for the rejected stores lying inside consignee's premises for whatsoever reason.

26. Original NABL accredited Lab Test report of the bid item/items not more than three months old

Id from bid opening date (NABL test report of bid item/items more than three months old from bid opening date not be accepted and liable to reject from Technical bid) to be uploaded with the bid documents. Bidders are also required to get their bulk supplies tested by NABL accredited labs and produce original reports thereof.

27. **Experience** :- The seller should have working experience in U T Ladakh region and produce the documents during the Technical bid. Bidder must submit the Supply Order & Proof of Delivery of stores of similar nature in U T Ladakh region of Last Three years i.e upto Mar 2025 are accepted. If the bidder is not able to furnish the required documents, their bid will be rejected by TEC.

28. **Past Performance**. Registration / Empanelment Requirement: Contract shall be awarded to only such sellers, who are registered / empanelled / approved / enlisted with DGQA/OFB/ORD Depot or proof of successful Supply of similar nature items to proof of successful supply of similar nature item/items to these org in Ladakh UT as past performance for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

29. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address **OIC SW 8 MTN DOU C/O 56 APO KHUMBATHANG KARGIL-194105, (UT)**.

30. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

31. **OEM Turn Over Criteria**: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

32. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of **COMMANDING OFFICER, 8 MTN DOU A/C** (Name of the Seller). The bank should certify on it

that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract

33. **OPTION CLAUSE:** 8 Mtn DOU reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

34. **CANCELLATION OF BID/ITEM:** It is also intimated that, if any stores/items is been recd from any other source of supply as mentioned /ordered in the bid. The same store/items mentioned in the bid could be cancelled at any stage of this BID/SO.

PART II: ESSENTIAL DETAILS OF ITEMS/ STORES/ SERVICE & DOCUMENTS REQUIRED

35. Bidder's offers are liable to be rejected if he fails to upload any of the Certificate/Documents. The

Technical Bids comprising of following documents and Details of documents are as under below:-

- (a) Registration of Firm Cert with Annexure 'A' & 'B'
- (b) Cancelled Cheque
- (c) ECS Mandate Form
- (d) PAN Card
- (e) Past Performance Certificate along with Supply Order & Proof of Delivery of stores of similar nature in UT Ladakh region of Last two years i.e upto 2025.
- (f) Income Tax Return last 3 Financial Year
- (g) MSME / MII Enterprises Cert
- (h) ISO certification ISO 9001(Quality and safety), 9000 (Quality Mgt) (if applicable)

(j)	NABL Accredited Lab Test Report of the bid item/items		
(h)	Warranty Cert (if applicable)		
(k)	Bidder Turnover Cert last 3 Financial Year (CA approved)		
(l)	Service & Support Cert	-	Appendix 'A'
(m)	Store Delivery Assurance Cert	-	Appendix 'B'
(n)	Fall Clause Acceptance Cert	-	Appendix 'C'
(o)	Acceptance & BOQ Compliance Cert	-	Appendix 'D'
(p)	Bank Solvency Cert (Solvency amount to be more than the contract value) - Appendix 'E'		
(q)	Credit Worthiness Cert	-	Appendix 'F'
(r)	Non-Disclosure Declaration Cert	-	Appendix 'G'
(s)	Non-Bankrupt & Court Case Cert	-	Appendix 'H'
(t)	Make in India Cert (if applicable)	-	Appendix 'J'
(u)	Past Performance Cert	-	Appendix 'K'

(ALL APPENDIX ARE ATTACHED WITH BUYER ADDED ATC)

11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

12. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

COMMANDING OFFICER, 8 MTN DIV ORD UNIT

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code

on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---