



Bid Number: GEM/2020/B/712264
Dated: 15-07-2020

Bid Document

Bid Details	
Bid End Date/Time	25-07-2020 20:00:00
Bid Opening Date/Time	25-07-2020 20:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence
Organisation Name	Border Road Organisation
Office Name	*****
Total Quantity	110
Item Category	automotive vehicles pneumatic tyres
Bidder Turnover (Last 3 Years)	11 Lakh (s)
OEM Average Turnover (Last 3 Years)	50 Lakh (s)
Experience Criteria	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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
Past Performance	80 %
Bid to RA enabled	Yes
Inspection Required	No

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	3.00
EMD Amount	65175

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Commander HQ 764 BRTF

764 Brtf/kalimpong West Bengal, Department of Defence, Border Road Organisation, Ministry of Defence

(Rajendra Prasad)

Splitting

Bid splitting not applied.

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

2. 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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one year) to be submitted along with bid in support of quantity supplied in the relevant year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Automotive Vehicles Pneumatic Tyres (110 pieces)

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
Ungrouped	Category Of Pneumatic tyres	Special use Tyre: mixed used	Special use Tyre: mixed used
	Tyres	With Tube	With Tube
	Conformity to Indian Standrad for Pneumatic Tyres	IS:15636 latest for Automotive vehicles: Pneumatic tyre for commercial Vehicles-Diagonal and radial ply	IS:15636 latest for Automotive vehicles: Pneumatic tyre for commercial Vehicles-Diagonal and radial ply
	Conformity to Indian Standrad for Pneumatic Tubes	IS:13098 latest for Automotive vehicles: Tubes for Pneumatic tyre	IS:13098 latest for Automotive vehicles: Tubes for Pneumatic tyre
	ISI MARKED (for Tyres)	Yes	Yes
	CM/L No and validity date)(for Tyres	-	*
	ISI MARKED (for Tubes)	Yes	Yes
	CM/L No and validity date(for tubes)	-	*
	Type of tube	Class-A	*
	Manufactures name and Trade Name	-	*
	Tyre-size Designations	-	*
	Tube-size Designations	-	*
	Structure of Tyre	Bias-belted	Bias-belted
	Ply Rating	-	*
	Speed Category	-	*
	Load indicas	-	*
	Side Well (mm)	325	*
	Inner area of Tyers (mm)	22.5	*
	Section Width (min)(mm)	312	*
	Overall Width (max)(mm)	12	*
	Section Height (mm)	20	*
	Nominal Aspect Ratio(mm)	20	*
	Outer diameter (min)(mm)	1135	1135.0

Nominal Rim Diameter(mm)	8.5	8.5
Maximum load Rating(%)	3725	3725
Conformity to AIS-044	Yes	*
Availability of Type Test Report covering complete test parameters as per relevant BIS specification latest for Tyre type, from any ILAC/NABL accredited/Central Gov. LAB.	YES	*
Test certificate No.	-	*
Test Report Date	-	*
Name and address of the Lab where test Conducted	-	*
Others Certificate ie ROHS,WHO,GMP etc	-	*
Warranty Time	1	1.0

* Specifications highlighted in bold are the Golden Parameters.

* Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement (allowed Values) by the Buyer.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****DARJILING	110	45

Bid Specific Additional Terms and Conditions

1. Scope of supply (Bid price to include all cost components) : Only supply of Goods
2. **Warranty** The following Warranty clause will form part of the contract placed on successful Bidder :-
 - (a) The Seller warrants that the goods supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India (the warranty period of the item is as given in the Defence Food Specification attached from the date of acceptance of stores).
 - (b) The Seller warrants for a period of warranty as prescribed (the warranty period of the

item is as given in the Defence Food Specification attached) from the date of acceptance of stores, that the goods/ stores supplied under the contract shall be free from all types of defects.

(c) Once the stocks are accepted by the verdict of CFL/ FIU, stocks are dispatched to various depots and stocked/issued to troops for consumption. This does not mean that the responsibility of supplier is over. At any point of time, the DGST or his authorised representative (s) may draw samples from the stocks supplied from locations where they are held at that point of time to confirm that the stocks supplied by the supplier are meeting the concerned DFS. Prior to drawl of such samples, the supplier will be intimated by the fastest means by the supply depot where the stocks are held to make available the authorised representative of the supplier within three working days in whose presence the sample will be drawn. Failing which, the sample will be drawn unilaterally and the decision on the same will be final and no representation in this regard will be accepted later.

(d) If within the period of warranty, after analysis of the samples drawn as per Para (c) above, the goods are reported by the Buyer to have failed to meet the quality parameters as per the Defence Food Specifications, the stock will be declared as "Failed to Perform within Warranty Period". In the event of the supplies or part of it having been declared (during the period of warranty) as "Failed to Perform within Warranty Period" by the Director General of Supplies and Transport, QMG's Branch, IHQ of MoD (Army), in New Delhi or any officer acting on his behalf whose opinion as to whether or not the particular consignment is meeting the quality as per DFS for the item, will be final and the seller will avail any one options as specified in the succeeding paras within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which, the buyer will take actions as deemed fit to recover from the supplier the price thereof together with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of the BUYER or any officer acting on his behalf in regard to these charges will be final. This opinion shall be regarded as having been made without committing Govt in any way nor will such decision prejudice the Govt rights.

(e) Claims shall be prepared by the supply depots for the cost of affected quantity including GST and all incidental charges including transportation charges if any, and other incidental charges if any through CDP (APO). The stocks shall be segregated at the supply depot. The supplier is given two options in this eventuality. Option 1- Supplier will make good the loss amounting the claim prepared by the concerned supply depot by depositing the money to PCDA (Delhi) within 30 days of intimation sent by APO to the supplier and supplier shall lift the stock (only once supplier has made the payment to PCDA(Delhi)) from locations where they are stored at that time within 45 days of date of issue letter by APO (with copy to all) on his own cost, failing which the stock shall be destroyed by a board of officers. It shall be the sole responsibility of the supplier to lift such stocks declared failed to perform within warranty in the stipulated time. Option 2- the Seller shall replace the same free of charge, within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which the stores will be destroyed in situ at SELLER's risk and cost by a station board of officers. No DP extensions for the purpose is required and consequently the firm will have to furnish a fresh validity of PBG submitted, at APO. The fresh stock intended to replace with the affected stock, will undergo similar QC procedure as followed during initial acceptance of the stocks. The supplier will transport fit stocks to the supply depot where the affected stocks are held by his own cost and expense.

(f) The seller will intimate the buyer within 10 days of intimation dispatched by APO wrt the defect in such an event, the option he is willing to adopt along with the documents as under :-

(i) If the seller is willing for option 1, the intimation letter will also accompany the proof of the deposition of the claimable amount at PCDA Delhi.

(ii) If the seller is willing for option 2, the intimation letter will include the extension of the PBG for a corresponding period as per the warranty period mentioned in the DFS.

(g) In case, the seller fails to make good the loss or replace the affected stocks as desired, after the stipulated time period of 45 days, such stocks will be destroyed insitu. Appropriate legal action will be initiated against the supplier there after. Supplier cannot claim on the destruction of such stocks irrespective of the outcome of the legal action.

- (h) Such stocks which are stored in forward depots/ units from where it cannot be retrieved for handing over to suppliers shall be destroyed by board of officers.
- (j) The declaration by the Buyer or any officer acting on his behalf communicated to the SUPPLIER in writing that a particular consignment has been condemned will be taken by the SUPPLIER as the conclusive evidence of the proper communication of that consignment provided that such communication is issued by the Buyer within 45 days of the expiry of the warranty period. Nothing herein contain shall prejudice any other right of the BUYER in that behalf under this contract or otherwise.
- (k) Warranty in case of any preponement of supplies at the request of the supplier will be valid as per the original Delivery Period. A confirmation for the same will be issued in writing by the supplier.
- (l) The Supplier will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by the Buyer failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay the remaining balance due to the government on demand. In respect of contracts providing for an execution by the Supplier of guarantee regarding maintenance of the wholesomeness of stores supplied, the performance security deposit or such portion thereof as may be decided by the Buyer may be withheld till the expiry of the warranty period relating to final supplies.
3. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
5. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
6. 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.
7. 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.
8. ISO 9001: The bidder must have ISO 9001 certification.
9. Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small

Enterprises. 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.

10. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.

[This Bid is also governed by the General Terms and Conditions](#)

---Thank You---