

Bid Document

Bid Details	
Bid End Date/Time	23-08-2022 13:00:00
Bid Opening Date/Time	23-08-2022 13:30:00
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10140027-hbbp Trichy
Total Quantity	5
Item Category	Breath Alcohol Analyzers (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 40%(selected by Buyer) percentage of total QUANTITY.

3. 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.

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

Breath Alcohol Analyzers (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Display / Indicator / Storage / Interface	Record Memory (Minimum)	50000
	Camera	No
	Record Entry	Through Integrated/Touch Screen
Printer	Printer	With
	Type of Printer	Internal Thermal Printer
Technology / Performance	Sensor Technology	Electrochemical - Fuel Cell (alcohol specific)
	Time required for re-calibration (\$\$\$\$)	12.0
	Drift of the breath analyzer in 6 months period (mg / 100 ml BAC)	1
	Measuring Range [mg / 100 ml BAC (Blood Alcohol Concentration)]	0 to 500
Warranty	Warranty	2.0

Additional Specification Parameters - Breath Alcohol Analyzers (5 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Display	Minimum 2 inch LCD
Power supplies	Interchangeable rechargeable batteries with battery charges
Accessories	Carrying bag, PC link cable, plastic case, mouth pipes (15 nos.), 1 spare paper roll for printer
Memory	Minimum 10000 tests results
Scope of supply	The breath alcohol analyser with standard accessories - 5 nos. Interchangeable rechargeable batteries with battery charges - 5 sets Accessories - 5 sets

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Fousiya E K	620014, MATERIALS MANAGEMENT, IV FLOOR, BUILDING -24, HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI 14	5	42

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	MII Self Declaration View	Vendor shall declare the local content applicable for the item in the format attached dully filled and signed	Breath Alcohol Analyzers(5)
2	Technical Specification View	Vendor shall submit their bid as per the technical specification enclosed	Breath Alcohol Analyzers(5)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. 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 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.

2. 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.

3. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

5. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 40% of total value.

6. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Actual delivery and installation & commissioning is to be done at following address,

Manager / Stores - 12,

Fossil Boilers, BHEL

Boiler Plant Project P.O.

Tiruchirappalli - 620 014,

TAMILNADU, INDIA.

2. Risk Purchase clause: BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may

sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.

The value under Risk purchase clause shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

- i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract
- ii. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.
- iii. H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work/ supply

Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Note: In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.

3. All the documents required (Technical Specification and Self-declaration format for local content) shall be filled, signed and affixed with company stamp shall be attached during submission of Bid document.

4. Payment Term: 80% - 20% as per GeM terms and conditions. 80% payment will be released within 45 / 60/90 days of issue of CRAC (Micro and small enterprises - 45 days, medium enterprises - 60 days and non-MSME enterprise - 90 days). Balance 20% of value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of Guarantee certificate.

Technical specifications for alcohol breath analyser with printer - QTY 5 nos

Sl. no	Parameter	BHEL Specification	Bidder's offer
1.0	Scope	The breath alcohol analyser to be supplied shall consist of the breath analyser, printer, batteries, charger, mouth pipes, connecting/data cables and shall be placed in one carrying case for the ease of portability and operations.	-
2.0	Technical Specification	-	-

2.1	Alcohol Detection:	Electro-Chemical Fuel cell (alcohol specific)	-
2.2	Sampling method	Deep lung exhalation method	-
2.3	Sampling error detection	Alarm on wrong sampling	-
2.4	Measuring Range:	0-500 mg/ 100 ml BAC (Blood Alcohol Concentration) or higher	-
2.5	Drift of the breath analyzer in 6 months period	1 mg / 100 ml BAC or better	-
2.6	Measurement accuracy:	+/- 5% or better	-
2.7	Response Time:	Within 30 seconds or better at room temperature	-
2.8	Temperature range:	15°C to 50°C or better	-
2.9	Warm up time:	Approximately 30s or less after initial turn on	-
2.10	Blowing time:	Approximately 3 seconds	-
2.11	Calibration	Once in a 12 month or higher	-
2.12	RF Interface	Immune to high levels of radio frequency interface as per EN:5008-1/1992 (emission) and EN 50082-1:1997 (immunity) or equivalent requirements	-
2.13	Display:	Minimum 2" LCD	
2.14	Key board:	Integrated/Touch Screen for record entry.	
2.15	Record data:	Record data should be downloadable to PC.	
2.16	Indicators:	Low battery indication	
2.17	Power supplies.	Interchangeable rechargeable batteries with battery charger.	
2.18	Communication interface:	USB, Bluetooth	
2.19	Memory:	Minimum 10000 tests results	

2.2 0	Weight:	Bidder to indicate	
2.2 1	Accessories:	Carrying bag, PC link cable, plastic case, mouth pipes (15 nos.), 1 spare paper roll for printer	
2.2 2	Mouth pieces:	Individually wrapped disposable	
3.0	Printer	YES	
3.1	Printer type:	Internal Thermal Printer	
3.2	Minimum number of printouts that can be taken with the paper available with the printer:	80	
3.3	Minimum number of printouts that can be taken with single charge of the printer battery	80	
3.4	Power supply:	In case wireless printer is offered, rechargeable batteries with charger should be provided.	
3.5	Operating temperature:	15°C to 50°C	
4.0	Warranty	Minimum 2 year comprehensive warranty for breath alcohol analyser with printer	
5.0	Scope of supply	The scope of supply shall consist of the following: 1. The breath alcohol analyser with standard accessories (ref clause 1.0) - 5 nos 2. Interchangeable rechargeable batteries with battery charger - 5 sets 3. Accessories as per clause 2.21 - 5 sets	

/ On Bidder's office letter pad /
Self-Declaration

Enquiry Ref: _	
Date _	13.08.2022

In line with Government of India public procurement order Number P-45021/2/2017-PP (B.E-II) dated 04.06.2020.

I / We hereby declare that I / We are a “Local Supplier” meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	_
Street / Address 1	_
Street / Address 2	_
District	_
State	_
Country	_
PIN Code	_

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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 within 4 days of bid publication on GeM. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

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.

---Thank You---