

**BHARAT HEAVY ELECTRICAL LIMITED, BHOPAL  
KASTURBA HOSPITAL**

**(NOTICE INVITING TENDER)**

**No. MED/795/CMS/2019/**

**Dated: 26/10/2019**

**ENQ. NO. MED/ HR/CELL COUNTER/M-01**

To,

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**Sub: NIT for establishing rate contract for supply of Cell Counter Machine (Hematology Analyzer) with its reagent in Kasturba Hospital BHEL, Bhopal.**

Dear Madam/Sir,

Kasturba Hospital, BHEL Bhopal invites tenders from reputed vendors for **establishing rate contract for supply of Cell Counter Machine (Hematology Analyzer) with its reagent in Kasturba Hospital BHEL, Bhopal** through works contract for a period of two years under the following scope of work and terms and condition. The bid will be in two-part system (one is the Techno- Com-mercial Bid and the other one is Price Bid.)

Interested parties must submit the Techno- Commercial Bid and Price Bid in two separate sealed envelopes clearly mentioning over them (Techno commercial Bid and Price Bid respectively, mentioning “for Supply of Cell counter machine (Hematology analyzer) NIT-No.**MED/HR/CELL COUNTER/M-01**”. Price bid of the technically qualifying bidders will only be opened for further processing and others will not be considered.

**1. Scope of work:**

Providing Cell Counter Machine in Kasturba Hospital as per Specification as mentioned below with reagents, printers and its cartridge for generation of reports.

## **2. TECHNICAL SPECIFICATION FOR HEMATOLOGY ANALYZER**

- Hematology Analyzer should give 26 given parameters or more. List of test to be carried out as per Annexure-I.
- Hematology Analyzer should have Multi Distribution Sampling System.
- Hematology Analyzer should have minimum 10,000 patients data storage capacity for monitoring patients past reports.
- Hematology analyzer can program many groups like Infants, Child, Male and Female as per requirement.
- Hematology Analyzer should have excellent linearity and precision for all parameters.
- Hematology Analyzer should be programmed as such no priming is required.
- Hematology Analyzer should have touch screen / monitor.
- Hematology Analyzer should have impedance cytometry photometry reference methods for analysis.
- Analyzer should have open vial system and cap piercing system both.
- Hematology Analyzer should have Autoloader with minimum 60 Samples tubes capacity or more.
- Hematology Analyzer should have auto mixing facility.
- Hematology Analyzer should have CDR (Customized Dilution Ratio).
- Hematology Analyzer should have flagging system for abnormal results.
- Hematology Analyzer throughput should be minimum 60 samples/ hour or more.
- Reagent should be imported system pack and should be supplied in original sealed pack only.
- Submit your quotation for 5 Part differential Hematology Analyzer on rental basis for approx. 100 test / day for a period of 2 years on per test cost basis.

- Engineering and application support should be compulsory at Bhopal.
  - List of Hospital in MP where machine is installed must be attached with NIT.
  - All calibration and controls required to be supplied by the party one set of controller in every 15 days. Report of all control must be attached with monthly consolidated bill.
  - Participation in quality control assessment scheme including certificate must be provided by the party and cost incurred shall be borne by the service provider.
  - Firm must provide complete training initially at regular interval with supported documents for proposed model.
  - OEM (Original Equipment Manufacturer) must be USFDA certified. Supportive documents to be attached.
  - Detail of reagents to be used in the analyzer must be provided.
  - In case of breakdown of machine (to avoid any problem in Hospital), firm should provide a standby in which same reagents can be used. Machine to be installed along with stand by machine in the department. In case of failure in supplying stand by machine, delay in supply of reagents for performing investigations , penalty equivalent to double the cost for average number of tests performed during last month in Kasturba Hospital may be deducted from RA bills for number of days Machine remain non-operational.
  - The party should provide UPS compatible with analyzer.
  - LIS facility should be there for Hematology analyzer.
  - Suitable laser printer of reputed brands and all consumables required for laser printing including cartridge (excluding paper) to be provided by the party.
3. Hospital reserves the right to reject the Rate contract any time at its discretion without assigning any reason or to allot supply to one firm.

4. Stock of the reagent for 3 months shall be provided in advance by the party at the time of installation of machine. The reagents should be supplied on as and when required basis. Requirement of the reagents and control will be given via e-mail. All the reagents and controls needed to be supplied within 15 days from the date of requisition. Any delay in supply will attract LD clause as per BHEL norms.

**a) In case of breakdown of cell counter machine or non supply of stand by machine or non-supply of its reagents and consumable for printing of reports, the penalty equivalent to double the total cost of average investigations done on each day may be deducted from RA bill of service provider.**

5. **Qualifying Criteria:**

- a) The tenderer should successfully executed the work of supplying Cell Counter Machine in minimum two Hospitals having 30 or more beds capacity during last seven years. Satisfactorily work experience/ work completion certificate of one year obtained from private Hospitals shall also be eligible for consideration. However, in such cases, necessary supporting documents such as TDS certificate, payment details etc. may have to be submitted to the deptt.
- b) The similar nature of work means providing machines with similar specifications to hospitals located in Madhya Pradesh for at least period of one year.
- c) The machine installed must have facilities of performing Diagnostic all 26 parameters as per the list enclosed in **Annexure –I**. Bidder need to conform the same along with make and model of Machine.
6. The tender is to be submitted essentially with Earnest Money Deposit (EMD). The amount of fresh EMD, will be Rs. 41,301/-. One time EMD in a unit (for exemption from payment of EMD with each tender in that unit) is Rs. Five Lakhs.

**7. EMD amount may be submitted through following mode:**

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)**
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)**
- (iii) Banker's cheque/ Pay Order/ Demand draft, in favour of BHEL (along with offer)**
- (iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)**

In digital mode the payment should be made in BHEL Bhopal A/c (details mentioned in Annexure – X). Tender without EMD shall be rejected. No interest will be payable on EMD amount. The offer may please be sent in name of “Dr Alpana Tiwari (AGM) & I/C Pathology” to the following address: -

**Tender Room,  
Ground Floor  
Administrative Building BHEL,  
Piplani, Bhopal- 462022**

latest by 18/10/2019 at 11:00 AM and the technical bid will be opened on the same day at 2:00 PM for which the tender should be dropped in **Tender Box for Works Contract** placed in Tender Room, Ground Floor, Administrative Building, BHEL Bhopal.

**TENDER COST:** Rs. 1000/- + GST extra (non –refundable) payable online at E-Payment (NEFT/RTGS/NETBANKING/SB COLLECT etc) link (details mentioned in Annexure-X) on [www.bhelbpl.co.in](http://www.bhelbpl.co.in) and attach proof of the payment. For SB Collect/ Net Banking payment refer following link: <http://www.bhelbpl.co.in/qcins/iccs.htm>.

- 8. Techno-commercial Bid in Annexure – II & Price Bid in Annexure – III should be submitted in 2 separate sealed envelopes clearly mentioning on the top of the envelopes as “I – Techno commercial Bid” & “II – Price Bid”**

9. The EMD of the unsuccessful bidder will be refunded soon after award of tender and after completing due formalities as per BHEL norms. EMD of successful bidder shall be adjusted against the security deposit.

10. The total amount of Security Deposit 5% of the contract value will be submitted from successful bidder before start of work.

SD may be deposited in electronic mode as per BHEL norms or in the form of Bank Guarantee/Fixed Deposit/ Securities pledged in favour of BHEL.

At least 50% of the required Security Deposit, including EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

11. BHEL Bhopal reserves the right to accept or reject any/all quotation without assigning any reason whatsoever.

12. Bidder shall sign each page of quotation and any addition/deletion if any, shall be counter signed. Incomplete or unsigned quotation is liable to be rejected.

**13. The award of the work will be for a period of two years.**

14. The contractors will be responsible for enforcing all safety regulations applications to carry out investigation installation and equipment etc.

15. Monthly consolidated bills will be submitted by the party.

16. The bill should be submitted by the Party on monthly basis and payments will be made as within 60 days and for MSME parties the payment will be made within 45 days of submission of bills with all required documents. GST shall be payable extra as applicable. All payments shall be released through electronic – pay mode only.

17. The rate quoted by tenderer is inclusive of supply of Cell Counter Machine, its installation, cost of reagents with set of controls, cost of annual maintenance contract, supply of printer & its cartridge, training of technician of Kasturba Hospital etc.

18. The precaution should be taken while filling the Price Bid format. In case of overwriting in Price Bid format, the tender/offer submitted by the party will be rejected.
19. In case the total rate quoted by two or more parties are same then party who has successfully executed more numbers of work order of similar nature (supply of Hematology Analyzer Machine) within the period of two years will get preference.
20. Income Tax shall be deducted at source (TDS) as per Income Tax Act.
21. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
22. The contract is liable to be terminated for unsatisfactory performance and security deposit will be forfeited.
23. Any financial involvement in this process if needed shall be borne by party.
24. All consumables printer cartridge, reagents for report generation etc. necessary for investigations and report generation must be provided by party at no extra cost.
25. Machine should be installed within six weeks of receiving work order. In case of delay Rs. 3500/- per day may be imposed for number of days delay in installation of machine in Kasturba Hospital.
26. **Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signatures(s) of persons(s) signing the bid else bid shall be liable for rejection.**
27. Price Bid (Annexure-III) must contain the rates of each investigation as per enclosed in Annexure-I.
28. **ARBITRATION AND GOVERNING LAW:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes,

differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.

## **29. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

### **Notes:**

- a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- b) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to this GCC.

The Annexure together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

## **Annexure-A**

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon :-**
  - 2.2.1 All invoices raised by contractors/vendors must be GST complaint Tax invoices as per GST invoice rules.
  - 2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
  - 2.2.3 Receipt of good/services and Tax Invoice by BHEL and
  - 2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal
  - 2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
  - 2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL in available.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
4. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.
5. **Reverse Charge under GST**
  - 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to services provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest

or penalty implications attributable to the contractor shall be recovered from them.

- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

### **Liquidated Damage/Penalty**

6. Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

### **Tax Deduction at source**

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

Encl.- Annexure – I	List of investigations that are to be out sourced.
Annexure – II	Techno commercial Bid
Annexure – III	Price Bid)
Annexure – IV	Check List

Thanking You,

**Dr. Alpana Tiwari  
(AGM) & I/C Pathology  
Kasturba Hospital  
BHEL, Bhopal**