

**Tender for**  
**Supply & Installation of**  
**PULSED ELECTRO MAGNETIC ENERGY UNIT**



**File No** : J-11041(003)/2013/S & P  
**Issue Date** : 10.09.2013  
**Last Date of Submission** : 21.10.2013, 11.00 AM  
**Tender opening date (Technical bid):** 21.10.2013, 02.30 PM

**All India Institute of Medical Sciences,  
Bhubaneswar**

## **All India Institute of Medical Sciences, Bhubaneswar**

Email: [info@aiimsbhubaneswar.edu.in](mailto:info@aiimsbhubaneswar.edu.in)

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All India Institute of Medical Sciences (AIIMS), Bhubaneswar, Odisha, an apex healthcare institute, established by an Act of Parliament under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders in two-bid system for supply & installation of the following items at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

| S.No. | Item Description                    | Quantity |
|-------|-------------------------------------|----------|
| 1.    | Pulsed Electro Magnetic Energy Unit | 01 (One) |

(Refer Details as per Annexure-'I')

Quotation should be sealed and superscribed with tender number and address to:

“Administrative Officer  
All India Institute of Medical Sciences,  
Patrapada,  
Bhubaneswar- 751019

The sealed quotations should reach the Institute, latest by 21.10.2013 at 11.00 hrs and the technical bid will be opened on 21.10.2013 at 02:30 PM in the Administrative Office, AIIMS, Bhubaneswar of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time. The list of technically qualified bidders with the date of opening of financial bid shall be hoisted in the website of AIIMS, Bhubaneswar on 24.10.2013.

### **Terms & Conditions:**

- 1. Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 15,000/- (Rupees Fifteen Thousand only) by way of demand drafts only and Rs. 1,000/- as tender fees drawn in favour of the “AIIMS Bhubaneswar”. (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY AND TENDER FEES ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED). The demand drafts shall be drawn in favour of “All India Institute of Medical Sciences, Bhubaneswar”. The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid.

The EMD of the successful bidder shall be returned after the successful completion of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD shall be liable for rejection.

The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (Copy of registration must be provided along with).

- 2. Rate:** Rates should be quoted in Indian Rupees (INR) on F.O.R Basis at AIIMS, Bhubaneswar, Odisha, Inclusive of all the Charges, with break-ups as:

- Basic Cost.
- VAT /CST as applicable.
- Insurance Charges if any
- Total Cost (F.O.R at AIIMS Bhubaneswar).

- 3. Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

- 4. Warranty / Guarantee:** Bid must be quoted with five (05) year comprehensive on-site warranty / guarantee and it will be started from the date of the satisfactory installation / commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components. Warranty would be followed by 5 year CMC (Comprehensive maintenance contract with spares) @ 3% of the cost of the Machine with 5% increment every year. Vendor would submit list of Consumables required for running the machine along with its cost. During the warranty and CMC period the supplier/ company should provide a minimum of 04 (four) preventive maintenance as routine services. After sales services must be provided in the city of installation. In situations requiring service or repair of the unit outside the city of installation, the expenditure on the account of this will have to be borne by the supplier.
- 5. Uptime guarantee:** The firm should provide uptime guarantee of 95% during warranty and CMC period, with acceptance of the penalty clause in case of failure to do so.

**6. Downtime penalty Clause**

During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute.

If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

The principal supplier or their service partners are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

#### **7. FALL CLAUSE**

If, at any time, during the said period, the supplier reduce the said prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences (AIIMS) Bhubaneswar and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

The supplier shall furnish the following certificate to the Accounts Officer (TC) along with each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution upto date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender".

- 8. Delivery & Installation:** All the goods ordered shall be delivered & installed within 4 weeks from the date of issuing purchase order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier.

If the supplier fails to delivered, installation and commissioning of the goods on or before the stipulated date, then a penalty at the rate of 2% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

- 9. Performance Security:** The supplier shall require to submit the performance security in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Nationalised Bank for an amount of which is equal to the 10% of the order value and should be kept valid for a period of 30 day beyond completion of all the contractual obligation including CMC period.

#### **10. Payment Term:**

- 70% payment of the total order value shall be released after the successful installation/ commissioning of the ordered goods against the submission of the test report.

- Balance 30% of the order value shall be released within one month after successful installation, commissioning & functioning of the equipment and the submission of the performance security.

11. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
12. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
13. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.
14. Conditional bid will be treated as unresponsive and it may be rejected.
15. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

## 16. **TENDER EVALUATION**

Tenders evaluation will be done in **two stages**:

- a. Technical bid and
- b. Price bid.

Each bid to be submitted in separate sealed envelopes super-scribed as “Technical Bid” and “Price Bid” respectively. All these 2 envelopes should be put in another envelope marked as “**Tender for Pulsed Electro Magnetic Energy Unit for AIIMS, Bhubaneswar**” sealed with sealing wax.

### **TECHNICAL BID:**

The firm should submit the technical bid in a sealed cover separately super-scribing “**Technical Bid for Pulsed Electro Magnetic Energy Unit**” along with Name and address of the Bidder.

Technical bid should contain:

- a. The name of items with specification and makes/brands of the items, indigenous or imported with name of manufacturer & address must be enclosed.
- b. Literature and catalogues in support of items quoted must be enclosed.
- c. Whether the items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical specification must be enclosed.
- d. Details about the
  - i. Past experience (in years).

- ii. Spares & services after the sale of the equipment.
- e. Undertaking for providing CMC for 5 years after 5 years Warranty
- f. Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts whenever required at least for 5 years after completion of warranty/Guaranty.
- g. Name, Address, Phone & Fax No. of Service Centre at Bhubaneswar or nearby.

The Committee constituted by the Director will technically evaluate the items on the basis of specification as per Annexure I, make/brand quoted; literature enclosed, sample submitted wherever asked, the authority from manufacturer for the item etc. The items accepted technically will only be considered for price evaluation (price bid). Price should not be quoted with technical bid, otherwise the tender will be rejected without any correspondence.

#### **PRICE BID:**

Should be submitted in a separate sealed envelope super-scribing the word **“Price Bid for Pulsed Electro Magnetic Energy Unit”** along with Name and address of the Bidder.

The price should indicate all inclusive lump sum price including cost of the item, freight, insurance, transit insurance, packing, forwarding, sales tax, excise duty, VAT, Octroi etc. and charges for installation and commissioning. No other charges in addition will be payable on any account over and above the lump sum price quoted. Offers with price variation clause will not be accepted. The rates quoted in ambiguous terms such as “Freight on actual basis” or “Taxes as applicable extra” or “Packing forwarding extra” will render the bid liable for rejection irrespective of its gradation in respect of lump sum prices quoted.

Bidders shall indicate the actual rate of octroi, excise duty, sales tax, VAT, etc. which will be payable.

Price quoted should be in Indian currency (INR).

#### **17. Applicable Law:**

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar, Odisha, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

### **Annexure - I**

#### **SPECIFICATIONS FOR PULSED ELECTRO MAGNETIC ENERGY UNIT**

- 1) Provided with One Coil Disc applicator, power supply Cord.
- 2) Provided with one mobile Trolley.
- 3) Pulsed Electro Magnetic Energy Unit must have 100 or 200-240 VAC
- 4) Frequency 27.12 MHz
- 5) Output Power will be maximum 132 W (peak ) or 44 W (Mean)
- 6) Pulse Frequency will be 860 -1300 Hz
- 7) Pulse Duration will be 400 Microsecond.
- 8) Provided with timer.

## **Annexure-II**

### **Inviting of sealed quotations for supply and installation of at AIIMS, Bhubaneswar**

#### **TECHNICAL BID**

|                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Name of Firm/Contractor/Supplier                                                                                                                   |  |
| Complete Address &<br>Telephone No.                                                                                                                |  |
| Name of Proprietor/Partner/Managing<br>Director/Director.                                                                                          |  |
| Phone & Mobile No.                                                                                                                                 |  |
| Name and address of service centre near by<br>Bhubaneswar.                                                                                         |  |
| Whether the firm is a registered firm<br>Yes/No (attached copy of certificate)                                                                     |  |
| PAN No.<br>(enclose the attested copy of PAN Card)                                                                                                 |  |
| Sales/Service Tax No.<br>(enclose the attested copy of Service Tax<br>Certificate)                                                                 |  |
| VAT No.<br>(enclose the attested copy of VAT<br>Certificate)                                                                                       |  |
| Whether the firm has enclosed the Bank<br>Draft/Pay Order/Banker's cheque of<br>Rs.15,000/- as Earnest Money Deposit.<br>Rs 1,000/- as Tender Fees |  |
| Whether the Firm/Agency has signed each and<br>every page of Tender/NIT                                                                            |  |
| Please provide full list of consumables.                                                                                                           |  |
| Any other information, if necessary                                                                                                                |  |



Authorized signatory of the bidder with seal.

**Annexure-III**

**Financial Bid**

**(To be submitted on the letterhead of the company / firm)**

| <b>Sl. No</b> | <b>Name of Item</b>                 | <b>Quantity</b> | <b>Rate</b> | <b>Vat/Taxes etc</b> | <b>Amount</b> |
|---------------|-------------------------------------|-----------------|-------------|----------------------|---------------|
| 1.            | Pulsed Electro Magnetic Energy Unit | 1               |             |                      |               |

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the bidder with seal.