



King George's Medical University U.P.,

OFFICE OF THE SUPERINTENDENT

GANDHI MEMORIAL & ASSOCIATED HOSPITALS

Lucknow-226003 (U.P.) INDIA website : www.kgmu.org

Tender Form

Re-Tender No. 2362/MS/2016

Date- 01/02/2016

Tender fee of Rs. 3000.00 + 5% VAT (Rs. Three Thousand + 5% VAT only) (Non Refundable)

(Only sole Manufacturers / their authorised Indian Agents may Quote this Tender)

(जिन निविदादाताओं ने निविदा संख्या 13410/डी.एम.एस./2015 दिनांक 16.07.2015 तथा निविदा संख्या 22748/एम.एस./2015 दिनांक 28.11.2015 के सापेक्ष निविदा प्रस्तुत की गई है उन्हें इस निविदा में प्रतिभाग करने की आवश्यकता नहीं है। उनकी पूर्व में डाली गई निविदा को इस निविदा में सम्मिलित कर लिया जायेगा। यदि निविदादाता द्वारा पुनः निविदा में प्रतिभाग किया जाता है तो पूर्व में डाली गई निविदा निरस्त मानी जायेगी)

To,

M/s.....
.....
.....
.....

Sub: Tender for establishment of Starting of Fluorescence in Situ Hybridization (FISH) at Department of Pathology

Dear Sir,

You are invited to tender for above items. Please quote tender number on the top of your envelope. The sealed envelope containing the tender document should be addressed to "The Superintendent, G.M. & Associated Hospitals (KGMU), Lucknow.

The tender should be submitted after carefully reading the instructions for filling tender. You may not furnish your terms and conditions, Modification if any included in your offer shall not be accepted and you shall be bound by the terms and conditions of tender / order. Technical and financial bid should be submitted in separate sealed envelope mentioned with full Name, Address, E-mail, Fax, Phone, Mobile No. of the tendering firm on the top of envelopes and put in a large envelop duly sealed.

The bids should be submitted in the tender box placed in the Tender Cell of the Superintendent Office, KGMU from **dated 02.02.2016 to 22.02.2016 upto 3.00 pm.**

The Technical Bid shall be **opened on dated 27.02.2016 at 03:00 P.M.** in Committee Room of CMS Office, KGMU. In case date mentioned above is declared holiday, it shall be automatically shifted to the next working day.

Tender received after due date & time will not be considered. Tender without Earnest money & Tender Fee shall be rejected.

Your's Sincerely

Medical Superintendent
G.M. & Associated Hospitals,
(K.G. Medical University U.P.),
Lucknow

King George's Medical University, Uttar Pradesh, Lucknow

Gandhi Memorial & Associated Hospitals

Tender Documents Regarding Purchase of

1. For the **Item**

2. Name of the Instrument/Equipment

3. Item No.

CHECK LIST
IMPORTANT:

- The tenderer are hereby instructed to arrange the required tender documents as per check list and must mention the page numbers against each column of the check list.
- **All papers submitted must be numbered and signed by tenderer.**
- **All paper submitted must be strictly in order as per check list.**

S.No.	Name of Document	Page No.	
		From	To
1.	Letter to Superintendent as per format		
2.	Earnest Money (in Form of FDR) of Rs.		
3.	Declaration on non judicial stamp paper of Rs. 10/-as per Proforma (Schedule A)		
4.	Technical Bid		
	(a) Details of products offered on letter head (Schedule B)		
	(b) Technical compliance chart strictly as per specification (Schedule C)		
	(c) Copy of product manual/catalogue of product		
	(d) Circuit diagram (if applicable)		
	(e) Valid authorization letter of manufacture (if applicable)		
	(f) Manufacturing License of manufacturer (if applicable)		
	(g) User List (Schedule D)		
	(h) Full Addresses & contact numbers of Service Centres		
	(i) Proof of Indian agent for last 2 years or more with present foreign manufacturing company (in form of DGS&D registration, 1st import bill, Govt. order copy		
5.	Sales Tax Registration Certificate		
6.	Sales Tax Clearance Certificate		
7.	Income Tax Clearance Certificate		
8.	Acknowledgement of Tender Form No.		
9.	Other papers		

TENDER NO.& NAME

Signature of Tenderer

Name

Designation

Seal

Dated

Format of Letter to Superintendent

**“OFFICE OF THE SUPERINTENDENT, KING GEORGE’S MEDICAL UNIVERSITY, UTTAR
PRADESH, LUCKNOW 226003**

S.NO. OF TENDER :

FILE NO. :

Name of the party in whose : _____

Favour the Tender form has been issued

The Superintendent,
King George’s Medical University, U.P., Lucknow 226003

(SEAL OF THE SUPERINTENDENT)

Dear Sir,

1. I/We hereby submit our tender for the _____
2. I/WE now enclosing herewith the FDR No
dated for **Rs. _____ drawn in favour of the "Superintendent, King George’s Medical University, U.P., Lucknow" towards EMD/Bid Security. (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED)**
3. I/We hereby agree to all the terms and conditions, stipulated by the KING GEORGE’S MEDICAL UNIVERSITY, U.P., Lucknow in the enclosed document from page no. toin this connection including delivery, penalty etc. Quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.
4. I/We have noted that over written entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).
5. I/We undertake to sign the contract/agreement if required within 10 (Ten days) from the issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the **King George’s Medical University, U.P., Lucknow.**
6. I/We have gone through all terms and conditions of the tender documents before submitting the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS RATES AND TAXES ETC, HAVE BEEN INDICATED SEPARATELY IN THE QUOTATION. DURING THE RATE CONTRACT PERIOD BASIC PRICE EXCEPT GOVT. LEVIES OF THE ITEM WILL NOT BE CHANGED. OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENT.

Yours faithfully, Signature of

Tenderer with full Address.

WITNESS _____
WITNESS _____

(To be notarised on Non Judicial Stamp of Rs.10)
Schedule - A

Declaration

1. I/we hereby agree to abide by all terms and condition mentioned in tender document along with special terms & condition mentioned with specification of the items.
2. I/we hereby declare that I/we have not been debarred by any Institution /Govt. origination in past from Tendering.
3. I/we hereby agree to provide services and supply spares for the equipment for a minimum period of 10 year from date of purchase.

Signature of Tenderer

Name

Designation

Name of Organisation

Seal

Date

SCHEDULE 'B'
PROFORMA OF TECHNICAL BID

RE-TENDER NO. & NAME OF ITEM

Serial No. of Instrument/Equipment as per enclosed Specification	Model No./ Cat. No.	Name of Items with full specification etc.	Name of Principal Manufacturing Co. Country of Origin
1	2	3	4

Signature of Tenderer

Name

Designation

Seal

Date

SCHEDULE 'C'

PROFORMA OF TECHNICAL COMPLIANCE TO BE ENCLOSED WITH TECHNICAL BID

RE-TENDER NO.& NAME

Serial No. of Instrument/ Equipment as per enclosed Specification of tendered item	Model No./cat No of item offered	Full specification of quoted model	Remarks
1	2	3	4

Signature of Tenderer

Name

Designation

Seal

Dated

Note:

Please highlight & serialize the specifications of the items in original catalogue

SCHEDULE 'D'

PROFORMA OF USERS LIST

RE-TENDER NO. & NAME

Sl. No.	User Name	City	Contact No with STD Code	Installation Date	Specify Model No.

Signature of Tenderer

Name

Designation

Seal

Dated

SCHEDULE 'E'

PROFORMA OF FINANCIAL BID

RE-TENDER NO. & NAME OF ITEM

Serial No. of Instrument & Equipment as per Specification	Model No./ Cat No.	Name/Items with full specification etc.	Principle manufacturing co. name & Origin of Country	Rates exclusive of all taxes & duties F.O.R. destination in U.P.	TAXES	Qty	Rates of AMC & CMC as applicable Total cost inclusive of all taxes for 6 th , 7 th , 8 th , 9 th and 10 th Yr.	Total cost inclusive of all taxes & duties for the packing unit offered F.O.R. destination including CIF upto field unit (excluding AMC/CMC)
1	2	3	4	5	6	7	8	9

Signature of Tenderer

Name

Designation

Seal

Dated

NOTE:

(a) Rates quoted must be mentioned after deduction of all rebates. Any rebates mentioned separately will not be considered. Other charges, taxes etc. as applicable must be added. Rates must be F.O.R. destination in KGMU UP Lucknow.

(b) Please fill financial bid strictly in accordance with schedule – E other wise if may be rejected.

(c) **All Rates must be quoted in Indian Rupees Only.**

KING GEORGE'S MEDICAL UNIVERSITY UTTAR PRADESH, LUCKNOW

General Terms & Conditions for Tender

The following terms and conditions should be complied with/accepted while submitting tender:

1. The tenderer submitting his tender would be deemed to have read, considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender.
2. The University will have the right to reject/cancel all or any of the tender without assigning any reason.
3. Sealed tender should be submitted in a Two-bid System. Earnest money and Technical bid shall be submitted as Part I. Price bid shall be submitted as Part II. Both Part I & II must be submitted in sealed envelopes to the office of the Superintendent, G.M. & A.H., King George's Medical University U.P., Lucknow, hereinafter called University, failing which the tender shall be treated as void ab initio. The envelopes must be superscribed "Tender for _____ Tender. No. _____ dated _____ of King George's Medical University, Uttar Pradesh, Lucknow."

Technical bid must contain **original catalogue, literature of product, copy of product manual and circuit diagram** (if applicable). All papers as mentioned in check list and/or in the General Terms and Conditions must be enclosed with technical bid, strictly in accordance with the serial of check list. **Price bid** must strictly conform to Proforma provided (**Schedule - E**) on letter-head of the tenderer.

"BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN OUTERCOVER INDICATING THEREON:

- Reference No. Of the Tender: _____
- Tender regarding: _____
- Due date for submission of the tender: _____
- Due date for opening of the tender: _____
- Name of the firm: _____ "

4. **The tenderer should quote in figures as well as in words the rates and the amount quoted by him/them.** The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. THE UNIVERSITY SHALL NOT ISSUE 'C/D FORMS'. **Alteration, if any unless legibly attested by the tenderer, with their full signature, shall invalidate the tender. The tender should be signed by the tenderer himself/themselves or his/ their authorized agent on his/ their behalf. In case the tender is signed by the agent the authority letter in original, in his favour, shall be enclosed with tender documents. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable to rejection.** Tenderers are advised to mention MRP Rates also for each item quoted (if applicable) in the column provided in Schedule-E (Proforma for Financial Bid) invariably in addition to their quoted rates. No tenderer can charge/quote rates more than MRP, in case if any tenderer charges/quotes higher rates for any item than MRP, actions like forfeiture of security money/performance back guarantee and removal of name from the list of supplier shall be taken against the firm.
5. The tenderer should clearly state whether he/they are manufacturer, accredited agents or authorized representative (indicating the name of Principal) on the top of the Bid. The

following documents should invariably be submitted along with the tender documents failing which the tender shall be rejected.

- i. A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non- judicial stamp paper of worth Rs. 100/- duly attested.
- ii. An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.
- iii. An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo& signatures of all Directors.

A proof of ownership/partnership shall be submitted along with verification of address, telephone number and Fax number. A surprise visit to the premises by the representatives of the University, under the authority of the Superintendent, shall be made to assess the firm's capacity and standing.

6. The tenderer shall submit the offer with original copy of the tender documents duly signed on each page. Item –wise rates indicating units be offered on letter- head of the firm as per proforma (**Schedule – E**).
7. Any action on the part of the tenderer to influence any body of the Medical University will make his tender liable for rejection.
8. The quantity shown in the Schedule may increase or decrease to any extent depending upon the actual requirement.
9. The tenderer shall specify after sales services/facilities and local availability of technical support within the Guarantee/Warranty period as demanded by University. The warranty period will be extended for the period of the Instruments remaining out of order during warranty period. In case the manufacturer changes its authorised service agents in future, the liability of the existing authorised agent and/or the Manufacturer shall not cease under this agreement in case the new authorised service agent fails to provide satisfactory services.
10. All technical bids will be deemed successful only after the assessment and approval of equipment/material by nominated panel of experts of King George's Medical University Uttar Pradesh, Lucknow. If needed, the tenderer/supplier will be informed of the date/venue for demonstration of quoted products at their cost. The University may consider the option of inspection of equipments at other places also; in that case arrangements will be made by tenderer and full expenses shall be borne by them.
11. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials/equipment/machines arise at any time covering a period of **60 (Sixty) months** from the date of the satisfactory handing over of the equipments duly installed/ commissioned with trial performance or **66 (Sixty Six)** months from the date of last shipment of goods/ materials (whichever is later) and the seller is informed thereof, the seller shall at his own expenses and as promptly as possible make such alterations, repairs and replacement as may be necessary to enable the material/equipment/machines to function in accordance with the specifications and to fulfil the foregoing guarantees.
12. The tenderer shall also provide the Installation, Commissioning, Demonstration and Training to the concerned personnel of this Medical University with out any additional charge.

13. The tenderer shall submit the requisite information like Civil works/Electrical details etc. within 2 weeks from the date of receipt of order or establishment of letter of credit as the case may be.
14. Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with "Errors & Omissions Expected" basis. However, if the supplier notices any mistake in the contents of the order, he must bring the same to the notice of the Medical University and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.
15. The Medical University may in writing make any revision or change in the purchase order, including additions or deletions from the quantities originally ordered in the specifications or drawings. If any such revisions/changes affect the price or delivery, the same shall be subject to the adjustment of price/delivery, where required on a reasonable basis by mutual agreement in writing which should be communicated.
16. The Medical University reserves the right to cancel the purchase order or any part thereof and shall be entitled to revise the contract wholly or in part by a written notice to the vendor, if:
 - (a) The tenderer fails to comply with the terms of the purchase order including specifications and order technical requirement.
 - (b) The tenderer becomes bankrupt or goes into liquidation.
 - (c) The tenderer fails to deliver the goods in time and or does not replace the rejected goods promptly
 - (d) A receiver is appointed for any of the property owned by the vendor.
 - (e) The tenderer becomes incapacitated to enter in to a contract under the Indian Contract Act, 1872.
17. Upon receipt of the said cancellation notice, as provided in clause 16 above, the vendor shall discontinue all works of the purchase order and matters connected with it.
18. Earnest Money as specified with specification of each item shall be paid in shape of FDR of one year duration, drawn in favour of the Superintendent, G.M. & A.H., King George's Medical University UP, Lucknow and payable at Lucknow (U.P.), India.
19. **Security money** shall be submitted to **the tune of 10%** of ordered value within 15 days of release of supply order. Security money should be given in shape of FDR of five years duration in favour of the Superintendent, G.M. & A.H., King George's Medical University UP, Lucknow and payable at Lucknow (U.P.), India. In case he fails to deposit the same within the specified period his earnest money may be forfeited, contract may be terminated and awarded to next higher tenderer and he may be debarred upto 3 years from further tenders. Security money will be refunded after 5 years of supply provided University is satisfied regarding performance of equipment/services of supplier.
20. Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labour and/or variations in taxes, duties and other levies on raw materials and components that may take place while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.
21. For indigenous goods the price should be on F.O.R. King George's Medical University Uttar Pradesh, Lucknow basis, inclusive of all levies and duties wherever applicable which should be indicated clearly as specified in proforma. The rates of VAT should be clearly indicated wherever chargeable. The King George's Medical University Uttar Pradesh, Lucknow shall not issue Form 'C' or 'D'. TENDER SHALL BE REJECTED IF THE

COPY OF COMMERCIAL TAX REGISTRATION CERTIFICATE (NOW CALLED AS VAT) IS NOT FURNISHED. FIRM IS ALSO ADVISED TO SUBMIT A CERTIFICATE ON THEIR LETTER HEAD STATING THAT UPTO DATE RETURN HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURN (LATEST) SUBMITTED TO THE DEPARTMENT OF COMMERCIAL TAX. Commercial tax and other statutory levies should be shown separately and should not be included in the basic price. Otherwise it will not be considered.

22. The tendered rates should be kept opened for a period of one year from the date as the tenders are opened. **THE TENDER DOCUMENT / SUBSEQUENT RATE CONTRACT WITH THE APPROVED VENDOR IS NON-TRANSFERABLE.**
23. All goods or materials shall be supplied by the tenderer whose tender is accepted, strictly in accordance with the specification, drawings data sheets, other attachments and conditions stated in the office order. Any alterations of these conditions shall not be made without the consent of the Medical University in writing which must be obtained before any work against the order is commenced.

All material furnished by the seller, pursuant to this order (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by the Medical University) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Medical University) and shall be free from faulty design (to the extent such design is not furnished to the Medical University) workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects with all operating conditions, if any, specified in this order.

24. The Medical University may at its option, remove all defective materials/equipment/machines at the seller's expense in which event the seller shall, without any cost to the King George's Medical University Uttar Pradesh, Lucknow and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than **60 (Sixty) months** from the date of reinstallation or **66 (Sixty Six) months** from the date of shipment.
25. In the event that the materials/equipment/machines supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this order and rectifications are required at site, the King George's Medical University Uttar Pradesh, Lucknow shall notify to the seller giving full details of differences. The seller shall attend the site, within seven days of receipt of such notice to meet and agree with representative of the King George's Medical University Uttar Pradesh, Lucknow for the action required to correct the deficiency.
26. If the seller fails to attend meeting at site within the time prescribed above, the King George's Medical University Uttar Pradesh, Lucknow shall immediately get the same work/materials rectified and seller shall reimburse the Medical University all costs and expenses incurred by the King George's Medical University Uttar Pradesh, Lucknow in removing such trouble or defect.
27. Subject to other terms and conditions, 80% payment shall be released within 30 days from the date of satisfactory installation of the materials/equipment/machines, where installation has to be done by the tenderer. However, in cases where no installation is required to be done, a satisfactory commissioning report from the concerned HOD shall be sufficient. The balance of 20% of the payment shall be released after four months of the installation/commissioning of the material/equipment/machines subject to satisfactory report about the running of the concerned material/equipment/machines.

28. Delivery on time as mentioned in purchase order shall be the essence of the order and no variation shall be permitted except with prior authorization in writing from the Medical University
29. In the event of delay in making delivery on the part of the tenderer, it will be at University's discretion to accept delivery with a reduction in price of the article/ equipment.
30. Force majeure shall mean and be limited to the following:
- (a) Any war/hostilities.
 - (b) Any riot or civil disturbances.
 - (c) Any earthquake, flood, tempest, lightning or natural physical disaster.
 - (d) Any strike, or lock-out (only those exceeding ten continuous days in duration) affecting the performance of the tenderer obligations.

The tenderer shall advise the King George's Medical University Uttar Pradesh, Lucknow by registered letter duly certified by Local Chamber of Commerce of Statutory authorities the beginning and end of the above causes of delay within 7 (seven) days of occurrence and cessation of such Force Majeure conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, the King George's Medical University Uttar Pradesh, Lucknow reserves the right to cancel the order and the provisions governing termination shall apply.

For delays arising out of Force Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the King George's Medical University Uttar Pradesh, Lucknow nor the tenderer shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

In the event of delay in delivery and/or unsatisfactory manufacturing progress and supply, the King George's Medical University Uttar Pradesh, Lucknow has the right to cancel the purchase order as whole or in part without liability for cancellation charges or otherwise

In the event of rejection of non-confirming goods the tenderer shall be allowed, without any extension of delivery time to correct the non-conformities, should however the tenderer fail to do so within stipulated time, the KGMU UP may cancel the order.

31. No payment shall be made for rejected material nor the tenderer would be entitled to claim for such items. Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at his own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the tenderer without any further notice.
32. In the case of not honouring of the supply order, King George's Medical University UP, Lucknow will have the right to impose penalty as deemed fit to resort to make purchase at the suppliers cost and risk and may forfeit his security.

In the case of non-supply of materials/equipments/machines within stipulated period, it will be at the discretion of the King George's Medical University UP, Lucknow to accept delivery with late delivery clause. If the delivery is not effected on due date, the Vice Chancellor, King George's Medical University, U.P., Lucknow will have the right to impose penalty as under:

First extension for month or part thereof	----@2%.
Second extension for an additional month of part thereof.	-----@ 3%
In case of non-supply	-----@ 7.5%
Or	

In case of default in delivery or if it is found that the goods supplied are not in accordance with the specifications of the contract and are not replaced within a reasonable time frame of the warranty conditions being invoked, the University will have the right to procure the ordered item from open market /another party under risk purchase clause.

33. All disputes and question, if any arising between the University and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to the sole arbitration of the hon'ble Vice Chancellor of the King George's Medical University Uttar Pradesh, Lucknow or his nominee. The decision of the sole arbitrator shall be final and binding upon both parties and subject to adjudication of Lucknow Court. Place for arbitration shall be at Lucknow (U.P.), India. Venue of such arbitration proceedings shall be King George's Medical University Uttar Pradesh, Lucknow. Arbitration and Conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.
34. A copy of Trade-Tax/Commercial Tax Registration certificate, duly attested by a Gazetted Officer, should also be enclosed.
35. Acknowledgement for filing latest Income Tax Return along with a notarised affidavit, that the tenderer has never been black listed must be attached along with the tender failing which the tender will be rejected.
36. Tenderer hereby agrees to all terms and conditions stipulated in N.I.T. and tender documents and undertakes to sign the rate contract or supply order within the given days from the date of order failing which Earnest money shall be liable to be forfeited.
37. Indian Vendor will ensure a proper after sales service as per University's requirement from time to time, against the guarantee/warranty clause as per the terms and conditions agreed. Any negligence on this account shall be the sole responsibility of Indian Vendor and the liability for compensation will be fixed up by the King George's Medical University Uttar Pradesh, Lucknow.
38. All tenderers shall furnish certified copy of license of manufacturer of the product and will certify that they are authorized representative of the manufacturer for minimum of 2 years from the date of tender notification. As proof of the same they are required to furnish order copy of any govt. organization/DGS&D registration/1st Import bill of product of the manufacturer.
39. Separate offers of Comprehensive Maintenance Contract (CMC) and Annual Maintenance Contract (AMC) for further 5 years after expiry of 5 years of warranty (i.e. 6th, 7th, 8th, 9th and 10th years) in rupees only (not on basis of percentage of price) should be included in financial bid in the absence of which the offer is liable to be rejected, generally AMC/CMC will not well included in determining lower bid. However the Purchase Committee may, at its discretion, club and consider either of the two for determining successful tender. Payment for CMC/AMC shall be made only after expiry of warranty of **5 years**, in case the University decides for availing CMC/AMC services. Contract for CMC/AMC shall be entered into before release of payment by the University. However, the University may decide not to enter into any CMC/AMC contract without assigning any reason for the same, which shall be binding upon the tender.
40. University may also invite tenders for equipment on maintenance free/ at no cost basis, as per terms & conditions mentioned in tender notice/specification of the item. University has right to decide for out right purchase/ installation of equipment on maintenance free/ at no cost basis.

41. The tenderer should also ensure that a soft copy of the technical specifications of the equipment be provided on Compact Disc along with Technical/Financial Bid.
42. The tender form will be rejected in the absence of earnest money.
43. Legal action may be initiated against such tenderer in case any of the information submitted by the tenderer is found to be false at any stage of the contract.
44. Handwritten quotation shall be summarily rejected.
45. The price charged for the Stores/Equipment's, under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person / organization / Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of such/Stores/Equipment or sales such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Vice Chancellor, King George's Medical University, U.P., Lucknow and the price payable for the Items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for the University and should attach an notarised undertaking on non- judicial stamp paper of Rs 10/- duly attested to this effect otherwise quotation shall be summarily rejected
46. The supplier shall furnish the following certificate to the Superintendent, G.M. & A.H. 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 up to date of bill/the date of completion of suppliers against all supply orders placed during the currency of the tender/rate contract at the price lower than the King George's Medical University under contract /against tender".
47. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.
48. The tenderer should submit statement of financial standing from their bankers/chartered accountants. The name of the bank of the firm, its account no. along with full address to be furnished on their firm's letterhead.
49. The tenderer should have been in this business for a period of atleast last two years in the country in relation to the type of stores for which the quotation/tender are being submitted. A declaration to this effect should be given by the tender on a non-judicial paper worth Rs. 10/- duly attested by Notary public.
50. It will be the prerogative of the University to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the University.
51. Only one best quality item (according to our specification) should be quoted against each item. On no account should different qualities e.g. A, B, & C of items be quoted. These items that have been quoted as per different qualities (In contravention to the specifications) will not be considered at all.

Superintendent
G.M & A.H, K.G.M.U.,
Lucknow

Chief Medical Superintendent
G.M & A.H, K.G.M.U.,
Lucknow

EMD = Rs. 12,000.00

Specification of Slide Hybridizer System

Item No. 01

- a) Capacity of 12 or more Slides.
- b) Programmable settings with Processing Time should be programmable from 0 to 100 hours.
- c) At least 3 modes of operation; Denaturation / Hybridization, and fixed temperature.
- d) Continuous mode.
- e) Stringent Temperature Control Programmable from 30-99⁰C.
- f) Rapid temperature ramp-up and accuracy of $\pm 1^0$ C.
- g) Temperature uniformity across all slide positions and slide should be heated to temperatures ideal for FISH procedures.
- h) User defined programs
- i) Machine operable at Ambient Operating Temperature
- j) Machine operable at Ambient Operating Humidity 20-80% relative 5-40⁰C (41-104⁰F)
- k) Humidity Control Cards provided inside the lid maintain a humid environment
- l) Slides not need to be fully loaded to maintain temperature accuracy.
- m) Slide guide provided to keep slides in place and allows for one hand removal.
- n) **3KVA Online UPS with at least 8 hour backup.**

EMD = Rs. 14,000.00

Specification of Start up KIT and accessories

Item No. 03

- a) FISH Probe for Detection of HER2/neu and CEP 17 copies
- b) Paraffin Pre-treatment Kit (Pre-treatment buffer and protease) for dissolution of cytoplasmic content.
- c) Pepsin analytical grade for Dissolution of cytoplasmic content
- d) DAPI II: Counter stain for nuclear staining
- e) Detergents and buffers (NP-40, 20X SSC)

Scope of Work (SOW)

Laboratory testing of HER2/neu in breast carcinoma has now become vital to patient care following the approval of trastuzumab as the first therapy to target the HER2/neu oncoprotein. The American Society of Clinical Oncology (ASCO) and the College of American Pathologists (CAP) jointly recommend that the tumors of all people with invasive or recurrent breast cancer be tested for HER2/neu.

- Immunohistochemistry (IHC) – measures the amount of HER2 protein present and detects over-expression of the protein where Fluorescent in SITU Hybridization (FISH) – looks at the genetic level for an increase in the number of copies of the amplified gene.
- Fluorescence in Situ Hybridization (FISH), is more specific and sensitive than IHC when either assay is compared with HER2/neu over expression as determined by Northern or Western blot analysis.

Superintendent
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Lucknow

Chief Medical Superintendent
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