



**SANJAY GANDHI POST GRADUATE INSTITUTE
OF MEDICAL SCIENCES RAEBARELI ROAD,
LUCKNOW-226014.**

PHONES:2668004-8,2668700,2668800,2668900

FAX: 91-522-2668973,2668218 (JDMM)

Email: jdmm@sgpgi.ac.in

TENDER NOTICE

Sealed offers are invited from manufacturer/Direct importers/ authorized distributors for the supply of various medical equipments viz. Real Time PCR, Computer workstation, Thermal Cycler (PCR) .

ADVT NO. 62 \2011-12

Detailed information like list of items, earnest money deposit & their specifications, you may please visit our website www.sgpgi.ac.in.

DIRECTOR

TENDER NOTICE



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Sealed offers are invited from reputed manufacturer/ Direct Importer/ distributor for supply of the following equipments, as per tender conditions as stipulated in the tender documents. Tender documents duly filled in will be received by speed post / regd. Post / courier only in the RSD cell , 3rd floor, Administrative block of the Institute in two bid system i.e. technical bid and price bid in separate envelops. Then Both envelops may be sealed in single envelop. The tender no and the name of the item must be superscribed on the top of envelop. The tender fee Rs. 300.00+ Rs. 15.00 (VAT @ of 5%) Total Rs. 315.00 (Rs. Three Hundred Fifteen Only) for each quoted item (Non refundable) along with the EMD (Refundable) for respective tender(s) as indicated against each tender may be enclosed separately with tender document in the shape of demand draft (Nationalised bank only) payable at Lucknow in favour of the Director, SGPGIMS, Lucknow. Bids will be opened in the presence of authorized representative of the bidders on scheduled date and time. If any working day is observed as holiday the next working day will be treated as last date. In case any legal dispute, the legal jurisdiction shall be court of law at Lucknow (UP) India.

Director reserves the right to accept or reject any tenders in part or full without assigning any reason thereof . The institute will not be responsible for any postal delay.

Tender Advertisement NO : 62 /2011-12

DIRECTOR

Tendered Medical /Laboratories Equipments/Instruments/ accessories

	Tender No.	Name of Equipment	EMD	Date of Submission	Date of Opening
7	PGI/MM/DST/11-12/01	REAL TIME PCR	15000	23.11.2011 UPTO 4.00 P.M	25.11.2011 AT 12.00 AM
13	PGI/MM/DST/11-12/02	COMPUTER WORK STATION	3000	23.11.2011 UPTO 4.00 P.M	25.11.2011 AT 12.00 AM
14	PGI/MM/DST/11-12/03	THERMAL CYCLER (PCR)	3000	23.11.2011 UPTO 4.00 P.M	25.11.2011 AT 12.00 AM

TENDER DOCUMENTS

TENDER DOCUMENTS & TERMS AND CONDITIONS

The following terms & conditions should be compiled with while submitting tender:

1	Tenders should be submitted to the RSD Cell Located at 3 rd Floor of the Administrative Building, Sanjay Gandhi Postgraduate Institute of Medical Sciences, Raebareli Road, Lucknow 226014, India. Under the sealed cover failing which the tender shall be disqualified.
2	The tender terms and conditions be clearly typed or legibly written giving the full name and address of the tenderers. The tenderers should quote in figures as well as in words the rates and amount tendered by him/them. Alteration, if any unless legibly attested by the tenderers, with their full signature, shall invalidate the tender. The tender should be signed by the tenderers himself/themselves or his/their authorized agent on his/their behalf. In case the tender is signed by the agent the authority letter in his favour shall be enclosed with tender documents.
3	Sealed Tenders should be submitted in two-bid system (in two identical copies) consisting earnest money, technical offer & price bid. In case of equipments tender the Earnest Money and Technical Bid shall be submitted in first part i.e. technical bid and price be submitted in second part i.e. price bid both separately sealed.
4	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 for rejection.
5	Delivery schedule with definite date of delivery at destination taking into cognizance of transit facilities must be indicated. This contractual delivery date/period should be inclusive of all the lead-time.
6.	The tenderers should clearly state whether he/they are manufacturer, accredited agents, or sole representative (indicating the name of Principal) on the top of the Bid.
7	The tenderer submitting his tender would be deemed to have 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.
8	The quantity shown in the Schedule may be increase or decrease or any extent depending upon the actual requirement.
9	The tenderer shall specify after sales services facilities within the Guarantee/Warranty period. The warranty period will be extended for the period of the Instruments remain out of order during warranty period.
10	The tender shall also confirm the Installation, Commissioning, Demonstration and Training to the concerned of this Institute.
11	The tenderer shall submit the pre-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.
12.	The Institute reserves the right to cancel/reject in full or any part of the tender which generally do not fulfill the conditions stipulated in the tender without assigning any reason.
13.	Any action on the part the tender to influence any body of the Institute will make his tender liable to rejection.
14	The tenderers shall submit the offer with in original copy of the tender documents duly signed on each page. Item-wise rates indicating units can be offered on letter head of the firm.
15	In the case of placement of Purchase Order, the vendor (the tenderers whose tender is accepted) shall have to confirm the purchase order within 7 days from the date of the dispatch of purchase order otherwise it will be deemed that offer is acceptable to the firm. Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with "Errors & omission Expected" basis. However, if the supplier notices any mistake in the contentions of the order, he must bring the same to the notice of the Institute and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.
16	The Institute 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 requires on a reasonable basis by mutual agreement in writing which should be communicated.
17	The tendered should furnish performance bank guarantee of 15% of the order value or FOB value at the time/ before shipment or supply of goods and this will be released after the successful completion of warranty period as committed.
18	The Institute 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 :-

	<ul style="list-style-type: none"> • The vendor fails to comply with the terms of the purchase order including specifications and other technical requirement. • The vendor becomes bankrupt or goes into liquidation. • The vendor fails to deliver the goods in time and or does not replace the rejected goods promptly. • A receiver is appointed for any of the property owned by the vendor
19.	Upon receipt of the said cancellation notice, the vender shall discontinue all works of the purchase order and matters connected with it.
20	Earnest Money be paid in shape of D/D, TDR, FDR, drawn in favour of the Director, Sanjay Gandhi Postgraduate institute of Medical Sciences and payable at Lucknow (U.P.), India as mentioned in the tender notification. D/D, TDR, FDR should be nationalized /scheduled bank
21	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, labor and/or variations in taxes, duties and other levies on raw materials and components the 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.
22	For indigenus goods the price should be on F.O.R. SGPGIMS Central Stores basis inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of sales tax should be clearly indicated wherever chargeable. The SGPGIMS is not eligible to issue 'C' or 'D' Form, however the concessional rate of Central Sales Tax admissible to Research Institutions on purchase of Scientific Instruments/Equipments etc. from certain States like Maharashtra., Delhi, West Bengal etc. is applicable to this Institute.
23	Prices will be quoted on FOB as well as estimated CIF SGPGI Central Stores (Insurance from firm warehouse to SGPGI warehouse basis) for imported goods. Indian Agency commission / rebate payable to Indian Agent, if any, shall be shown separately and that will be payable in equivalent rupee directly to Indian Agent as per declaration furnished by foreign suppliers. The Institute reserves the right to get their goods air-freighted/Sea freighted & air insured/marine insured upto site.
24	The offer of the tenders shall remain valid for a period of atleast 180 days from the date of opening of the tender.
25	All goods or materials shall be supplied by the tenderers whose tender is accepted, strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated any alterations of those conditions shall not be made without the consent of the Institute 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 Institute) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Institute) and shall be free from faculty design (to the extent such design is not furnished to the Institute) 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.
26	The Equipment supplied shall carry a warranty of 60 months from the date of satisfactory Installation and commissioning of the equipment. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time from the date of Installation, the same shall promptly as possible make such alteration, repairs and replacement as soon as notified thereof, the seller shall at his own expenses and as promptly as may be necessary to permit the materials function in accordance with the specification and to fulfill the foregoing guarantee/ warranty.
27	The Institute may at his option, remove such defective materials at the seller's expense in which event the seller shall, without any cost to the SGPGIMS and as promptly as possible, furnish and install proper materials, repaired or replaced materials shall be similarly guaranteed for a period of not less 30 (thirty) months from the date of shipment.
28	In the event that the materials supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this order, rectification is required at site, the SGPIGMS 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 an agree with representative of the SGPGIMS the action required to correct the

	deficiency.
29	If the seller fails to attend meeting at site within the time prescribed above, the SGPGIMS shall immediately get the same rectified the work/materials and seller shall reimburse the Institute all costs and expenses incurred by the SGPGIMS in removing such trouble or defect.
30	100% payments shall be released within 30 days from the date of satisfactory receipt of materials. Where necessary performance bank guarantee @ 15% of the ordered value or FOB value shall be submitted to the Institute before arranging the delivery till expiry of warranty period. In case of Imported goods/equipment, the payment schedule will be as follows:- <ul style="list-style-type: none"> • 90% against satisfactory receipt of shipment. • 10% against satisfactory installation of equipment.
31	The mode of payment will be through irrevocable letter of credit or International Bank draft. However, Indian Agency Commission or Technical Service charges would be paid in Indian rupee after satisfactory receipt & installation of goods at site duly verified by concerned HOD . Please note in case of IBD, the original bank draft will be handed over to firm only after satisfactory receipt and satisfactory installation of the equipment.
32	Time delivery 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 Purchaser.
33.	In the event of delay in making delivery on the part of the vendor, it will be at purchaser's discretion to receive delivery with a reduction in price of the article/ or equipment.
34	Forced majeure shall mean and be limited to the Following: <ul style="list-style-type: none"> (a) Any war/hostilities. (b) Any riot or civil communication. (c) Any earthquake, flood tempest, lightning or other natural physical disaster (d) Any strike, or lock-out (only those exceeding ten continuous days in duration)
	<p>affecting the performance of the seller's obligation.</p> <p>The seller shall advise the SGPGIMS by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7 (seven) days of occurrence and cessation of such Forced Majeure conditions, in the event of delay lasting over one month, if arising our causes of Force Majeure, the SGPIGIMS reserves the right to cancel the order and the provisions governing termination state under articles shall apply.</p> <p>For delays arising out of Forced 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 SGPGIMS nor the seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.</p> <p>The seller shall categorically specify the extent of Force Majeure conditions prevalent in his works (such as power restriction etc.) at the time of submitting the bid and whether the same have taken into consideration or not in the quotations.</p> <p>In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the SGPGIMS has the right to cancel the purchase order as whole or in part without liability for cancellation charges.</p> <p>In the event of rejection of non-confirming goods the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, should however the vendor fail to do so within stipulated time, the SGPGIMS may cancel the order.</p>
35	No Payment shall be made for rejected material nor would the tenderer be entitled to claim for such items.
36	Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the suppliers without any further notice.
37	In the case of not honoring the supply order, Sanjay Gandhi Postgraduate Institute of Medical Sciences,

	will have the right to impose penalty as deemed fit to resort to make purchase at the suppliers cost and risk may forfeit his security to make purchase at the suppliers cost and risk
38	In the case of non-supply of stores within stipulated period, it will be at the discretion of the Sanjay Gandhi Postgraduate Institute of Medical Sciences to accept delivery with late delivery clause, in case of indigenous goods @ 1% per week maximum to the extent of 10% and incase of import 0.5% per week maximum to the extend of 5% of the ordered value for delayed supply.
39	All disputes and question, if any arise between the Institute 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, President of the Institute/Chief Secretary of the U.P. Govt. 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 the Institute. Arbitration and conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.
40.	Sales-Tax Registration certificate/ Vat registration certificate duly attested copy by a Gazetted Officer should be also enclosed.
41.	Sales Tax, Income Tax clearance certificate or in absence of this certificate you can attach the copy of VAT registration and copy of current return submitted along with the affidavit from a notary that the firm has never been black listed must be attached along with the tender documents failing which the tender will be rejected.
42.	Tenderers hereby agree to all terms and conditions stipulated in N.I.T. and undertake to sign the rate Contract or Supply order within the given days from the date of order failing which Security shall be liable to forfeit our requirement from time to time, against the guarantee / warrantee clause as per the terms and conditions agreed under negotiations would be provided at our Institute without fail. Any negligence on this account shall be the sole responsibility of foreign vendor and the liability for compensation will be fixed up by the SGPGI .
43.	The Manufacturer or their Indian representative will ensure a proper after sales service as per our requirement from time to time, against the guarantee/warrantee clause as per terms and conditions agreed under negotiations would be provided at our Institute without fail. Any negligence on this account, shall be the sole responsibility of foreign vendor and the liability for compensation will be fixed by the Institue.
41.	Comprehensive offer of same for 5 years would be finalized before placement of order either on comprehensive or semi / non comprehensive basis (with or without spare / consumables /accessories including labour charges) by the Institute to the tune of 95% uptime of equipment that AMC will be effective after expiry of warrantee period.
43	The Price Bid will be opened in the presence of authorized representatives of qualify tenderer within 45 to 60 days from the date of opening of technical bid
44	<u>Criteria of selection of product and comparision evaluation of rates</u> (a) The evaluation report of technical committee will be the final decision for selecting the firm. (b) If the product has been quoted in foreign currency than the exchange rates will be considered rates prevailing on the date of last date of submission of offer. (c) While comparing the rates quoted CMC charges will be included in the quoted rates and 15% additional cost will be added on account of freight, insurance, custom duty , clearing charges and misc. otherwise as quoted , if the product has been quoted in foreign currency.
45	The price ranking will be carried out as under:- (i) The exchange rate of the last date of submission of bid will be applicable for price ranking. (ii) The prices for optional items will be excluded for ranking purpose i.e.L-1,L-2 etc. (iii) After omitting 'optional items' ranking will be determined as under Total price :- Price with all accessories as per technical specification + CMC Price (with spares) for five years after warranty.

	<ul style="list-style-type: none"> • Date of currency conversion i.e. last date for submission of tender bid & this will be the comparison rate for the offer made in foreign currency of Financial Bid. • Components to be taken in the consideration to the Financial bid comparison (in case of import purchases) <ol style="list-style-type: none"> (a) Basic cost of the Equipment (CIF Cost upto SGPGI stores including customs duty and all other clearing charges). (b) Cost of essential / standard accessories (c) Warranty period of 5years, in case the offered rates is less than the required period then the cost of paid warranty to be loaded with a cost for left out period. (d) Value of CMC (Comprehensive Maintenance Contract) for next 5 year. <p>A+B+C+D and CIF SGPGI central stores cost will be incorporated with the total cost of goods along with indigenous, if any.</p> <ul style="list-style-type: none"> • Name of Part/ consumables / accessories not covered in the warranty period along with their cost be printed with the bid. These rates will be frozen for period of 5 years followed by yearly escalation upto the maximum extent of 10%, if requested. • The supplier is expected to quote their rate on CIF(SGPGI Central Stores) basis with breakup of FOB (which is to be paid in foreign currency (freight cost, Customs Duty, clearance of consignment, All Charges & freight upto Lucknow Sgpgi central stores etc payable in Indian currency. Claim bill for INR shall be initiated on as per actual (documentary evidence) or tendered rate which ever is lesser.
46	The supplier will get the equipment/consignment cleared from the customs. The customs Duty and clearance charges as well as freight charges will be borne by the manufacturer/Indian representative as the time of clearance which will be reimbursed by the Institute on production of documentary evidence. Also the insurance will be arranged by the firm effective from port of shipment to Central Stores, SGPGIMS, Lucknow and the charges will be reimbursed by the Institute based on documentary evidence.
	JOINT DIRECTOR (MM) For DIRECTOR Sanjay Gandhi Post Graduate Institute of Medical Sciences, Lucknow

Sn.	The offer must be fulfilling the following conditions:
1	Unconditional warranty & Guarantee for 5 years from the date of installation.
2	An undertaking from the firm that the equipment is of the latest model and version. Till date no revised or amended version has been launched and the spare parts will remain available for at least 10 years
3	The percentage (%) or amount of Indian Agency Commission must be mentioned in all offers of overseas suppliers who are offering through their Indian Agent. Please attach the photocopy duly attested of valid Agency certificate issued by their principals .
4	Details of after sale service support.
5	List of installations in India should be provided with the tender documents .
6	An undertaking that the equipment is of latest art of technology and no other model is superseded this equipment.
7	Software upgradation if needed free of cost .
8	Annual Maintenance Contract should be 1 % without spares without escalation of subsequent year & 3% with spares without escalation of subsequent year must be undertaken. Please take this condition as mandatory.
9	CUSTOM CLEARANCE: After arrival of the goods at New Delhi Airport, Indian agent or Indian subsidiary of the principal firm is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of agent. Transportation from New Delhi to SGPGI Central Stores is also the responsibility of authorized agent. All charges/ expenses incurred in this process will be reimbursed to firm after submitting the bill along with documentary proof in original. Please note that the freight forwarder or clearing agent should be approved from IATA . NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLERANCE/ FREIGHT / INSURANCE ETC.
10	Break up of quoted items: Unit price of each product and accessories should be quoted separately

Specifications for Real Time-PCR.

Essential

1. A fully automated real time PCR system for nucleic acid amplification and simultaneous detection.
2. The system must be compatible for use with NACO/USFDA/IVD approved assay kit for HIV viral loads.
3. All equipment must be provided to extract nucleic acids for the HIV viral load assay along with the RT-PCR machine.
4. Additionally online UPS must be provided with the machine. The UPS must be capable of providing back-up for the complete run.
5. The system and software should be available with technical support for other “in House” RT PCR research applications for at least the first three years.
6. The system must have dedicated windows based computer with multi-level user access.
7. The system software must be capable of conducting multiple validity checks for Instrument performance and assay performance. The operating system must log all system events and user events and all related information & warning message must be recorded if the instrument performs at sub-optimal level or assay performance is affected.
8. Pre-installation requisites regarding electrical power, environmental conditions must be specified. The user list of the quoted model in India and abroad are to be provided along with the technical bid.
9. IQ, OQ,PQ Certificate must be provided on system installation. An experiment must be performed to validate system performance before providing above certificates.
10. Free of charge on site application training must be provided to the satisfaction of the user.
11. The instrument must be provided with a comprehensive warranty for a period of three years from the date of installation. Cost of AMC/CMC for a further five years must be quoted.
12. The vender must be able to offer Telephonic Support and Field Application/ Service Support to help solve chemistry and instrumentation problems encountered with real- time quantitative PCR. Documentary evidence towards these credentials must be enclosed.

Additional preferences

13. Detection system must be state of the art using CCD camera with electronic cover.
14. Light source must be halogen based with usage monitoring. The system must have minimum four colours detection and provide multiplexing flexibility in the reaction.
15. System must have tuned beam splitter assemblies and additional filters for greater assay chemistry flexibility and improved sensitivity.
16. The chemistries should allow quantification and detection of nucleic acid sequences and study of PCR reaction kinetics.
17. The system must achieve equal to or greater than 8 logs of dynamic range.
18. Thermal output of the instrument should be lesser than 3250 BTU/hr.
19. System must meet the European EMC Directive 89/336/EEC and Low Voltage 72/23/EEC and Class B emission Limits.

Specifications for computer workstation

Processor: Intel Xeon W3530 with 2.8 GHz. & 8M cache

Memory : 6-8 GB DDR3 SD RAM

Chipset : Intel X58

Hard Drive: 500GB/or above @ 7200RPM

Optical Drive : 16X DVD+/-RW

Display : 19-23" LCD/LED TFT monitor

Graphics: 2 GB NVIDIA graphics card

Mouse & Keyboard : Optical Mouse & Multimedia Keyboard

OS: Windows 7 professional 64 bit

Warranty: 3yrs onsite warranty

Fully automated Thermal cycler (PCR) Specifications

Automated, programmable thermal cycler capable of performing, gradient PCR, block holding capacity of 96 tubes of 0.2 ml each and with inbuilt dynamic gradient software; thermal range 5-105⁰ C; temperature variation 1⁰ C across the entire block, Ramping speed of 2⁰ C per second, heated lid, simple to program with capacity to hold at least 100 programs each program should allow up to 8 segments. Operation on 230 V, 50 Hz power supply; auto-restart option in case of power failure, On – off switch in machine 230V AC; 50 Hz cycle online UPS with minimum 20 minutes back up.

Warranty – 5 years