

**H.P.GOVT.DENTAL COLLEGE AND HOSPITAL,SHIMLA-171001.**

**TENDER DOCUMENT**

M/S \_\_\_\_\_  
\_\_\_\_\_

Receipt No. \_\_\_\_\_ Date:-  
\_\_\_\_\_

**FOR**

**CONTRACT OF THE PCO CUMPHOTOCOPIER SHOP OF H.P.GOVT.DENTAL  
COLLEGE AND HOSPITAL, SHIMLA-171001.**

**DUE ON 17.8.2020**

**FOR RECEIPT OF BID UPTO**

**3.00pm PM ON 17.8.2020**

**BID OPENING ON**

**17.8.2020 (3:30 P.M.)**

**PRINCIPAL HPGDC SHIMLA-171001**

**COST OF TENDER DOCUMENT**

**Rs.500/-**



**H. P. GOVT. DENTAL COLLEGE AND HOSPITAL SHIMLA - 171001.**

No:- HFW(GDC)G(1)-7/2001-Vol-III

Dated:-Shimla-171001, the

**“TENDER NOTICE”**

Sealed tenders are invited by the Principal, H.P. Govt. Dental College & Hospital Shimla for running the PCO cum Photocopier Shop at the main gate of the college and Hospital for a period w.e.f. date of its approval till 31.3.2022 so as to reach in the office of the undersigned on or **before 17.8.2020 at 3.00 PM** where-after no tender will be entertained . The tender form/ document can be downloaded from the college website i.e. [www.hpgdcshimla.org](http://www.hpgdcshimla.org). The tender will be opened on the same day i.e. on **17.8.2020 at 3.30PM** in the presence of the tenderers or their authorized representatives, who so ever would like to be present.

The detailed terms and conditions can be downloaded from the college website i.e. [www.hpgdcshimla.org](http://www.hpgdcshimla.org) w.e.f **17.8.2020 to 17.8.2020 till 3.00 PM**. The downloaded tender document shall be accompanied with a bank draft of **Rs.500/-**(Non-refundable) in favour of the Principal HP Govt. Dental College and Hospital Shimla. No request for the dispatch of tender document will be entertained.

The tender document shall be accompanied with an **EMD of Rs.10,000/-** in the shape of Fixed Deposit Receipt pledged in favour of the Principal, HP Govt. Dental College & Hospital Shimla .The tender without EMD of requisite amount will be rejected straight away. In case the last working day(s) happens to be a holiday, the next working day will be considered as DUE DATE.

The earnest money of approved tenderers will be returned only after completion of the contract period, whereas the earnest of the unsuccessful tenderers shall be returned immediately after the finalization of the Technical Bid & financial bid. The Principal, reserves the right to reject any or all the tenders without assigning the reasons.

**PRINCIPAL  
HP GOVT. DENTAL COLLEGE  
& HOSPITAL SHIMLA.**

**H.P.GOV.T.DENTAL COLLEGE AND HOSPITAL,SHIMLA-171001.**

To

**THE PRINCIPAL,  
H.P.GOV.T.DENTAL COLLEGE &  
HOSPITAL,SHIMLA-171001.**

Dear Sir,

1. I am /We are hereby submit our tender for the \_\_\_\_\_
2. I/WE am/are enclosing herewith the D.D.No./FDR.No.....dated..... for **Rs.10,000/-** (Rs Twenty Five thousand. ) only in favour of the Principal, HPGDC Shimla-1 ” towards EMD. (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONG WITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).
3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the HPGDCH Shimla , in this connection. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
5. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
6. Tenders are duly signed (No thumb impression should be affixed).
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of 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 tenderers. at the H.P.GDC Shimla-1.

NOTE: ALL TERMS AND CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT ALL THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

WITNESS \_\_\_\_\_ WITNESS \_\_\_\_\_ WITNESS \_\_\_\_\_  
Signature of Tenderer(s) full  
Address

## **1. Instructions to Bidders**

- 1.1 Bids are invited, for and on behalf of The Principal, HPGDC, Shimla-171001, from established, and experienced entities for running the **PCO-cum- Photocopier** shop at the Attic floor of Block- A as per the Terms and conditions appended herein.
- 1.2 Bidders are requested to study the tender document and terms & conditions carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on the performance. No request for the change of price, or time, shall be entertained after the award of work on account of any local condition or factor.
- 1.4 The bidders will not form a part of the cartel and put in supporting quotations for some other company. This will debar the company for participating in other tenders floated or to be floated in by the purchaser. The authorities can compare the prices of other Bidders H2, H3 etc. also with the prices quoted in other tenders for same task and in case of discrepancy suitable action will be initiated.
- 1.5 **No Gratification Clause:** The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in running canteen/catering services. This will also debar the company for participating in other tenders floated or to be floated in by the H.PGDC and suitable action will be initiated against such defaulters.
- 1.6 **Non Blacklisting Certificate:** All the bidders will give an undertaking that they have not been blacklisted by any State / Central Government Departments/other organisations.
- 1.7 The bidders shall also be required to submit the copies of PAN and income tax returns if any. All the correspondences shall be addressed to the Principal, HPGDC, Shimla-171001
- 1.8 The Bid Documents are not transferable and the cost of the documents is not refundable under any circumstances.

## 2. Scope of Work

The contractor is expected/required to provide the following services:-

- 2.1 Providing Only Photocopier and PCO facilities to the students and general public.
- 2.2 The approved contractor has to maintain the cleanliness of the space allotted to him
- 2.3 The approved contractor shall have to undertake the work of the maintenance of the PCO-cum-Photocopier shop himself/ herself once the premise is handed over and it shall include distempering, painting, cleanliness etc. Besides this approved contractor shall have to install safety measures etc. to fight any mishappening.
- 2.4 It shall be obligatory on the part of the approved contractor to provide best possible service of photocopier and PCO fax etc. mentioned in the tender to the satisfaction of the PCO committee.
- 2.5 The list of the approved rates of various items should be displayed at the main counter of the canteen. The rates per copy and faxe etc. should not exceed the maximum rates fixed by the district administration from time to time
- 2.6 Opening and closing time of the canteen shall be for 08:00Am to 08:00PM.
- 2.7 Approved bidder shall have to provide the following equipments to the canteen:-
  - a) Photocopier machine.
  - b) Fax facilities.
  - c) PCO service.
  - d) Various Mobile recharge coupons.
- 2.8 In case, at any point of time the PCO committee finds that the services being provided in the PCO-cum-Photocopier is not up to the satisfaction of PCO Committee the undersigned reserves the right to cancel the contract.
- 2.9 Preference shall have to be given to the staff and students of HP Govt Dental College and Hospital Shimla.
- 2.10 The approved contractor should not be allowed to sell Tobacco/ alcohol , snacks, cold drink etc in the shop.
- 2.11 The approved contractor will have to furnish a agreement containing terms & conditions as specified by the undersigned.
- 2.12 The bidder shall have to be register with the excise and taxation/ Municipal Corporation office and he/ she shall have to produce the registration letter of above mentioned authorities before starting the business within 5 days from the start of business after award of tender

## 3. General Terms And Conditions:-

- 3.1 Tender form containing Terms and Conditions can be downloaded from the website of HPGDCH Shimla-1. Tender Form duly filled complete in all respect without any cutting / overwriting along with **EMD of Rs. 10000/- (Rs. Ten thousand only)** in the shape of demand draft drawn in favour of Principal, HPGDC Shimla-1 payable at Shimla - 171001 should reach in this office on or before \_\_\_\_\_ by 3.00 PM either by registered post/ speed post/ courier/ by post addressed to the PRINCIPAL H.P. GOVT. DENTAL COLLEGE AND HOSPITAL SHIMLA-171001. Tender shall be opened on the same day (\_\_\_\_\_) at 3:30 PM at HP.GDC SHIMLA-1 in the presence of bidders or their authorized representative who-so-ever may like to be present.

- 32 The HPGDC invites two part Bids from eligible contractors/bidders. The two part bid shall consist of Part-I Technical Bid and Part-II Financial Bid. Technical and Financial Bids should be submitted in two separate sealed envelopes and both the bids should be contained in one large envelope duly sealed super scribing the word “**Tender for Running the PCO-cum-Photocopier shop at the Main Gate of Block- A**” tender number, due date & time of opening. The technical bid would be opened first. The Financial bid would be opened only in the case of those bidders who qualify and meet requisite parameters for technical evaluation. Further the HPGDC invites in sealed envelopes super scribing the word “**Running the PCO-cum-Photocopier shop at the Main Gate of Block- A**”, due date & time of opening.
- a) The Bid shall comprise the following and to be submitted along with following documents-
- i) Forwarding letter (Annexure-A)
  - ii) Technical specifications (Annexure-B)
  - iii) Price Bid/Financial Bid (Annexure-C)
  - iv) Bidder Profile (Annexure-D)
  - v) Earnest Money Deposit
  - vi) Bid Form (Annexure-E)
  - vii) Any other certificates/undertaking as per checklist
- 33 The contract will be for a period of two years i.e. w.e.f. the date of its approval to 31.3.2020. The contract can be renewed beyond this period subject to the satisfactory work/regular deposit of rent as per recommendation of the PCO committee of the institute and subsequent approval of the competent authorities.
- 34 The approval of tender shall be made on the basis of the comparison of (i) highest rent of and (ii) minimum rates of the photocopy per page and fax charges per page quoted by the bidder.**
- 35 No increase in the rates of different items shall be permissible until and unless fixed by the undersigned.
- 36 The approved contractor will have to pay the electricity charges @ Rs.500/- per bill cycle along with the rent to be deposited on or before 7<sup>th</sup> of every month positively.
- 37 The taxes, if any shall be specified in the tender.
- 38 The approved contractor will not be at the liberty to use the premises so allotted to him or her for any other purpose than as specified in the Tender documents .
- 39 The undersigned reserves the right to accept or reject any of the tender without assigning any reason or forfeit the security deposit and also initiate legal proceedings for the realization of the Govt. dues, if any.
- 310 undersigned reserves the right to evict the tenant forthwith by issuance of 15 days notice.
- 311 The approved rent must be paid by 7<sup>th</sup> of every month failing which interest @ Rs.10%

per month shall be charged. In case contractor does not deposit the rent with 10% penalty by 20<sup>th</sup> of every months the matter shall be placed immediately before the competent PCO committee constituted for the purpose for taking further decision w.r.t. the vacation of the premises /forfeiture of security amount as deemed fit by the committee.

- 3.12 Extension/ additional alteration of the existing space shall not be allowed.
- 3.13 The approved tenderer shall have to deposit a security amount equivalent to 03(three) months rent rate inclusive of electricity charges approved on the basis of the tender in advance.**
- 3.14 That any attempt to direct or indirect correspondence/ pressure on the part of a bidder with the authority to whom he will submit the tender or the tender accepting authority before the finalization of tenders may entail liable for exclusion from consideration of tender.
- 3.15 In the event of tie up in the financial bids, preference will be given to such tenderer who furnishes a certificate to the effect that he/she has an experience of carrying out of such type of works previously in any Govt./ Semi Govt./Undertaking organization. This may be supported by a certificate issued by the institution where the contractor previously carried out the canteen work. He will also provide the proof that all the dues have been paid by him at all the previous institutes.
- 3.16 The tender having cutting/poor writing will not be entertained. Any erasing /cutting must be signed and authenticated by the bidder otherwise the rates will not be considered.
- 3.17 In no case the contractor will sublet the canteen work to anyone. If at any point of time it comes or is brought in the notice of the authority that work has been sublet, the contract shall be terminated/ cancelled forthwith.
- 3.18 In the event of any injury or mishap to the workers the undersigned will not be responsible for any type of compensation.
- 3.19 The payment of compensation for any mishap is the whole responsibility of the contractor/employer.
- 3.20 The PCO committee will be fully authorized to increase/ decrease the rent of canteen or rate of food items fully or partially keeping in view the circumstance of the case.
- 3.21 That any dispute is subject to jurisdiction of Shimla only. In the event of any dispute, the same shall be referred for arbitration to the Principal, HPGDC and Hospital, Shimla or any person appointed by him/her. The award of the arbitrator shall be final and binding on both the parties.

#### **4. Signing of Contract**

- 4.1 The contractor/ service providers with whom the rates are finalized shall have to execute an **agreement with the HP GDC on Rs. 100/- Judicial paper** within the period to be intimated on the day of opening tender till then premises will not be handed over for the same.

## **5. Arbitration**

Disputes, if any, shall be subjected to the sole arbitration of the PCO committee constituted and the decision taken thereby shall be final and binding on both the parties.

## **6. Jurisdiction**

The courts at Shimla will have the jurisdiction for trial of any matter, dispute or reference between the parties arising out of the contract. It is specifically provided that no court outside and other than Courts at Shimla shall have jurisdiction in the matter.

## **7. Force Majeure**

Any failure of omission or commission to carry out the provisions of the contract by the contractor shall not give rise to any claim by either of the party to contract, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the contractor's own control including war (Whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

## **8. Termination for default**

The H.P.GDC may without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part.

- i) If the contractor fails to comply with the provisions of the contract or breaches any other conditions as specified in the contract, OR
- ii) If the contractor fails to perform any other obligation(s) under the contract.

## **10. Termination for Insolvency**

The PCO committee may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent (which shall be a breach of the contract on the part of the contractor), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the.

## **11. Termination for Convenience**

The HPGDC may by written notice sent to the Contractor terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the HPGDC convenience.



Note :- The forwarding letter as at **Annexure A** and other relevant documents as per check list duly signed should invariably be returned alongwith the quotation furnished, failing which the tender shall be rejected.

**. PLEASE NOTE THAT NO PRICE/ COST SHOULD BE INDICATED IN THE TECHNICAL BID. TENDERS SUBMITTED WITHOUT FOLLOWING THE TWO BID SYSTEM PROCEDURE WILL BE SUMMARILY REJECTED.**

**CHECK List** duly filled in to be attached with the Technical Bid

<b>S.N.</b>	<b>Particulars</b>	
1)	Undertaking for No gratification as per clause 1.5	Yes/No
2)	Non-blacklisting certificate as per Clause 1.6	Yes/No
3)	Whether the prices has been quoted on the prescribed proforma.	Yes/No
4)	Whether all the undertakings as required in the tender document are enclosed	Yes/No
5)	Whether EMD as asked has been attached.	Yes/No
6)	Whether Tender Document duly signed by the authorized signatory attached.	Yes/No
7)	Whether the documents required for technical specification of the material are attached.	Yes/No
8)	PAN /Copies of Income Tax Returns etc.	Yes/No
9)	Any other certificate/undertaking as prescribed in the tender	Yes/No

**Authorized Signatory: Name of the firm/bidder:**

**To be enclosed with Technical Bid**

ANNEXURE-A

**BIDDER PROFILE**

01 Contractor Name .....

02 Permanent Address:.....

.....

.....

Correspondence Address .....

03 Mobile No. ....

Signature of the contractor

Date

CompanySeal

**To be enclose with Technical Bid**

**ANNEXURE-B**

BIDFORM

Dated:

To,

Sir,

Having examined the Bidding

Documents of Tender No. \_\_\_\_\_ undersigned intend to offer his services for **“Running the PCO cum-Photocopier shop at the Attic floor of Block- A”** and I/we undertake, if my/our bid is accepted, I/we will comply \_\_\_\_\_ with all the terms and conditions of the tender documentation the rates offered (in case our bid is accepted) for the entire period of the contract as mentioned in the Tender document.

Signature and Seal

.....

(In the capacity of)

Only Authorized to sign bid for and on behalf of.....

**Annexure-C**

**Technical specifications:-**

**Must have following technical specifications:**

- (a) Declaration regarding blacklisting if any
- (b) Experience certificate.etc. if any
- (c) Detail of equipments i.e. Photocopier machine fax etc. to be installed in the PCO-cum-Photocopier shop