



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

**(E-TENDER FOR PROCUREMENT OF DENTAL INSTRUMENTS FOR H. P. GOVERNMENT DENTAL COLLEGE & HOSPITAL, SHIMLA)**

**Tender Ref. No. HFW(GDC)G(3)-5/99-1853**

**Dated: 18-08-2023**

**H. P. Government Dental College & Hospital (IGMC),  
Lakkar Bazar, Shimla-171001**

**Phone: 0177-2658838, 2622562 Fax: 0177-2651483**

Website: <https://www.hpgdcshimla.org.in>  
<https://hptenders.gov.in>

E-mail: [hpgdcshimla@gmail.com](mailto:hpgdcshimla@gmail.com) and [rkshpgdcshimla@gmail.com](mailto:rkshpgdcshimla@gmail.com)

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

Office: Shimla-171001, HP India

Phone: 0177-2658838, 2652562 Fax: 0177-2651483

Website: <http://www.hpgdcshimla.org.in>, <https://www.hptenders.gov.in>

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Tender Ref. No. HFW(GDC)G(3)-5/99- 1853

Dated: 18-08-2023

**NOTICE INVITING E-TENDER**

1. Principal, H.P. Government Dental College & Hospital, Shimla invites E-tender from eligible & qualified bidders(as per terms of the tender) for procurement of **Dental Instruments** in H.P. Government Dental College & Hospital, Shimla on F.O.R door delivery basis.
2. The detailed tender document may be viewed and downloaded from website: <https://hptenders.gov.in> w.e.f. **19-08-2023 to 11-09-2023** up to 1.00PM against the payment of Rs.1,000/- in shape of DD in favour of Principal, H.P. Government Dental College & Hospital, Shimla .
3. The Various timelines as regarding the tender process are a part of the tender documents itself. However, the last date and time for submission of bid is **11-09-2023 upto 1.00PM** and any bid received on or after the schedule date and time will not be accepted.
4. Each prospective bidder shall submit their bid, complete in all respect as per terms of the tender, on the e-tender portal specified by the State Government i.e. <https://hptenders.gov.in> as per the guidelines specified in this tender document and the instructions available on the said e-tender portal.
5. All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites only. The bidders are advised to visit the aforesaid website regularly.
6. Any communication regarding the tender shall be made only on the address & contact details mentioned below. The bidders are advised to visit the aforesaid website regularly.
7. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

-sd/-

**Principal**

**H.P. Govt. Dental College**

**And Hospital, Shimla-171001.**

Cont. No. 0177-2658838, M.No. 9418470020

e-mail-id: [hpgdcshimla@gmail.com](mailto:hpgdcshimla@gmail.com)



## **H. P. GOVERNMENT DENTAL COLLEGE & HOSPITAL, SHIMLA**

Phone: 0177-2658838, 2652562 Fax: 0177-2651483

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### **E-TENDERING SCHEDULE OF EVENT:-**

Date & Time of on-line publication :	<b>19-08-2023</b>
Period for Downloading of e-tender document :	<b>19-08-2023 to 11-09-2023 upto 1:00 PM</b>
Date for pre-bid meeting	<b>02-09-2023 at 2:30 PM</b>
Issue of Addendum /revised Tender Document (if required)	On or before 04-09-2023 On the following website: <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
Last date and time of physical submission DD towards payment of tender cost and EMD.	<b>11-09-2023 upto 1:00 PM</b> in the O/O Principal, H. P. Govt. Dental College & Hospital, Shimla-1
Submission required	Technical Bid and Financial Bid
Language of Bid	English
Currency of bid	Indian National Rupees (INR)
Contract period	Term of contract will be for one year.
Address for bid submission	<a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
Validity of the Bids	180 days from last date for submissions of the bid documents excluding the last date of submission.
Eligibility to Bid	For the purpose of this Tender Document, eligible Bidders shall mean a company which fulfills the eligibility criteria as per the Tender document.
Date & Time and Venue for opening of Technical Bid :	<b>11-09-2023 at 2:30 PM</b> Venue: <b>In the Chamber of Principal, H. P. Govt. Dental College &amp; Hospital, Shimla</b>
Contact details for all quarries:	<b>Name:</b> Dr. Ashu Gupta, Principal <b>Address:</b> H.P. Govt. Dental College & Hospital, Shimla <b>Contact No.:</b> 0177-2658838, or M.No. 9418470020 <b>E-mail:</b> <a href="mailto:hpgdcshimla@gmail.com">hpgdcshimla@gmail.com</a>
Cost of the tender document :	<b>Rs. 1,000/-</b> Demand Draft in favour of <b>Principal H. P. Govt. Dental College &amp; Hospital, Shimla</b> {Non Refundable}
Earnest Money Deposit (EMD) :	<b>The tender must be accompanied with an earnest money Rs.50,000/-(Rupees Fifty Thousand only)</b> in the shape of Fixed Deposit Receipt (FDR) duly pledged in favour of <b>Principal, H. P. Govt. Dental College &amp; Hospital, Shimla</b> . The FDR must be issued from the bank account of the bidder.

i) Tenderer shall ensure that Proof of deposit of Cost of tender document, Earnest Money Deposit and hard copy of technical bid are dropped in the tender box placed in the office of **Principal, H. P. Govt. Dental College & Hospital, Shimla (HIMACHAL PRADESH)** on or before the last date and time indicated above for opening of technical bid.

ii) If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.

### **ELIGIBILITY OF BIDDERS:**

**1. This invitation for bids is open to all organizations, who fulfill the eligibility and qualification criteria specified hereunder:**

1	The average annual turnover of bidder should be 30.00Lakh or more for the last three years.
2	The bidder should not have been blacklisted/de-registered by any Government /Government undertaking in India.
3	The bidder should unconditionally accept the terms & condition of the tender document.
4	The bidder should have uploaded the EMD and the cost of tender forms along-with the bids for prescribed amount and in the prescribed form.
5	The bidder should have a valid GST registration and valid PAN No.
6	The bidder should have uploaded the complete set of documents as prescribed in the tender document.
7	The bidder has to upload letter of undertaking for acceptance of terms and condition.
8.	The bidder should have to upload supplied dental instruments to any Govt./Semi Organization/PSU in last two year.
9.	Copy of Manufacturing License in case of manufacturer or authorization in favour of dealer for this specific tender in case of dealer needs to be uploaded.

**2. If any bidder fails to meet the minimum qualification criteria, his bid shall be summarily rejected.**

## SECTION-I

**List of Required Dental Instruments:- As per Section-IV**  
(Prices to be quoted as per specifications)

## SECTION-II

### GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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## SECTION – II

### GENERAL INSTRUCTIONS TO TENDERERS (GIT)

#### A. PREAMBLE

##### 1. DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:-

- i. **“Addendum or Addenda”** means document issued in continuation or as modification or as clarification to certain points in the tender documents. The bidder would need to consider the main document as well as any addenda issued subsequently for responding to the bid. Any addendum issued subsequently to the main document shall be binding on the prospective bidders, whether or not they convey their acceptance of the same.
- ii. **“Bid”** refers to the qualification and the financial bids submitted by an eligible bidder pursuant to the release of this Tender Document as per the provisions laid down in this Tender Documents and any addenda, if issued subsequently.
- iii. **“Bidder”** shall mean any eligible company/firm which has submitted its bid in response this tender released by the State government.
- iv. **“Bid Inviting Authority”** shall mean the Principal, H.P. Govt. Dental College and Hospital, Shimla.
- v. **“Bid Validity period”** shall means the period 180 days from the bid date (excluding the last date) for which bid shall remain valid.
- (vi) **“Consignee”** means the concerned department of HP, Govt. Dental College & Hospital, Shimla/ person to whom the goods are required to be delivered as per the purchase order. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as an interim consignee for the purpose of dispatch to another person as provided in the purchase order as that “another” person is the consignee, also known as ultimate consignee.
- (vii) **“Contract”** means the written agreement entered into between the purchaser and the tenderer, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) **“Day”** means and shall be interpreted as calendar days unless otherwise specified.
- (ix) **“Earnest Money Deposit” (EMD)** means Bid Security to be furnished by a tenderer along with the tender.
- vi. **“Goods”** means the Dental Instruments, Consumables etc. which the bidder supplier is required to supply to the purchaser under the contract.
- vii. **“Inspection”** means activities such as measuring, examining, testing, and gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- viii. **“Material Misrepresentation”** shall means an act of intentional hiding of fabrication of a material fact which ,if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.
- (x) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder/tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee (PBG).
- ix. **“Purchaser”** means the **“PRINCIPAL, H.P. GOVT. DENTAL COLLEGE AND HOSPITAL, SHIMLA”** purchasing goods and services as incorporated in the Tender Enquiry document.
- x. **“Selected Bidder”** shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the contract with the **Principal, H.P. Govt. Dental College And Hospital, Shimla.**
- xi. **“Services”** means services allied and incidental to the supply of goods, such as transportation, demonstration, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the bidder/supplier covered under the contract.
- xii. **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- xiii. **“State Government”** refers to the duly elected Government in the State in which the tender is

issued.

xiv. **“Successful Bidder”** shall mean the bidder whose bid document is responsive, which has been pre-qualified and whose financial bid is the lowest among all the shortlisted and with whom the Principal, H.P. Govt. Dental College and Hospital, Shimla intends to select and sign the contract.

xv. **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.

xvi. **“Tender documents”** refers to this Tender document including all sections and all amendments, modifications issued by the Principal, H.P. Govt. Dental College & Hospital, Shimla by way of any addenda.

### 3. PURPOSE OF THIS TENDER DOCUMENT.

1. The purpose of the tender document is to select the most competent and competitive company for supply of **Dental Instruments** under the clause -1 above and as detailed in Section-I of this documents.
2. Principal, H.P. Govt. Dental College & Hospital, Shimla hereby invites bids from interested and eligible companies to participate in the tendering process as per the terms and condition and guidelines of the tender documents.

### 2. INTRODUCTION

- 2.1 Principal, H.P. Govt. Dental College & Hospital, Shimla-1 invites E-tender for procurement of **Dental Instruments** on behalf of State Government of Himachal Pradesh as mentioned in **Section-I “List of Requirements” for a period of one year from the date of finalization of rates.**
- 2.2 This section (**Section II** - “General Instruction to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 Before formulating the tender and submitting the same to the purchaser, the tenderers should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender

### 3. **LANGUAGE OF TENDER**

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written only in the English language.

### 4. **ELIGIBLE TENDERS**

This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in these documents at **Section VII.**

### 5. **ELIGIBLE GOODS & SERVICES**

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are produced or manufactured or from where the related services are arranged and supplied.

### 6. **TENDERING EXPENSE**

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for

subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the outcome of the tendering process.

## **B. TENDER ENQUIRY DOCUMENTS**

### **7. CONTENT OF TENDER ENQUIRY DOCUMENTS**

In addition to Section -I – “Notice Inviting Tender” (NIT), the Tender document includes:-

Section-I	List of required Equipments
Section-II	General Instructions to Tenderers (GIT)
Section-III	General Conditions of Contract (GCC)
Section-IV	Technical Specifications
Section -V	General Points for Award of Contract.
Section -VI	Technical Bid Qualification Criteria and Documents to be submitted and uploaded with Technical Bid claim.
Section -VII	Tender Form (Declaration)
Section -VIII	Price Schedule (FORMAT ONLY) It shall contain financial bid / BOQ uploaded in .xls format which will be available for bidders on website <a href="https://hptenders.gov.in">https://hptenders.gov.in</a> . The financial bid / BOQ will not be accepted in physical form.
Section -IX	Manufacturer Authorization, FORM-A (Declaration regarding acceptance of terms & Conditions) and FORM-B (Declaration regarding past performance).
Section -X	Bank Guarantee Form for Performance Security
Section -XI	Contract Application Form- A
Section -XII	Performa of Consignee Receipt Certificate
Section- XIII	Performa of Final Acceptance Certificate by the consignee
Section -XIV	Annual Turnover Statement
Section -XV	Check List for the Tenderers

The relevant details of the required goods and services, the terms & conditions and procedure for tendering, tender evaluation, awarding of contract, the applicable contract terms and also, the standard formats to be used for this purpose are incorporated in the above mentioned documents. The interested tenderers are expected to examine all such details etc. to proceed further.

### **8. AMENDMENTS TO TENDER DOCUMENTS**

- i. At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason as deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. All such amendment will be notified only on the website <https://www.hptenders.gov.in>. No amendments or corrigendum in respect of this tender will be issued in the press. Prospective bidders are advised to visit aforesaid website regularly.
- ii. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

### **9. CLARIFICATION OF TENDER DOCUMENTS**

A tenderer requiring any clarification on any issue of the TE documents may take up the same with the Tender Inviting Authority in writing on email-ID: [hpgdcshimla@gmail.com](mailto:hpgdcshimla@gmail.com). The Tender Inviting Authority will respond in writing through email only to such request provided the same is received by the Tender Inviting Authority prior to the Pre-Bid Meeting. All corrigendum, modifications and clarifications in respect of this tender will be issued only on website: <https://www.hptenders.gov.in>

## 10. INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT:

The tender document and other instructions can be downloaded or viewed from the portal <https://www.hptenders.gov.in> and cost of tender document (Non- Refundable) as mentioned in the tender form shall have to be deposited in the shape of Demand Draft favoring **Principal, H.P. Govt. Dental College & Hospital, Shimla-1 payable at Shimla** before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit Receipt pledged in favour of Principal, H.P. Govt. Dental College & Hospital, Shimla-1 should be submitted in an envelope and the same should be submitted in the O/O Principal, H.P. Govt. Dental College & Hospital, Shimla-1 -171001 along-with original catalogues, Brochures of the quoted Dental Instruments. The envelope should be superscripted "**Tender for the supply of Dental Instruments to be opened on 11-09-2023**" The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side of the envelope.

### 10.1 INSTRUCTIONS FOR E-BIDDING

1. The bidders should register on website <https://www.hptenders.gov.in> & obtain User-ID and Password before tendering. In case of any problem; you may contact the PRINCIPAL,HP, GDC, SHIMLA on Phone No.0177-2658838. Entire tender process will be carried out on-line through above mentioned website. Bidders are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.
2. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.
3. Bidders are advised to check / see website <https://www.hptenders.gov.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications /amendments/notices shall be published only on the aforesaid website.
4. The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of bidders who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

### 10.2 THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

1. **Technical Bid** : It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in pdf. format with 100dpi with black and white option. The scanned documents should be clear and legible.
2. **Financial Bid/Price Bid/BOQ**: It shall contain financial bid / BOQ uploaded in .xls format which will be available for bidders on website <https://www.hptenders.gov.in> .The financial bid / BOQ will not be accepted in physical form.
3. The technical bids would be opened first and shall comprise the required documents as per section-VII and Section-IV (technical specifications). At the time of opening of tenders Technical Bid as per qualification criteria tender document will be opened. Financial bid/BOQ will be opened in respect only of those bidder who qualify Technical Bid criteria and Dental Instruments is found suitable after due demonstration to the technical committee.

## C. PREPARATION OF TENDERS

### 11. DOCUMENTS COMPRISING THE TENDER:

- 11.1 The **Two Bid Tender System**, i.e. "**Technical Bid**" and "**Financial/Price Bid**" to be prepared by the tenderer shall comprise the following:

#### A). TECHNICAL BID:

Interested bidders will upload the Technical Bid Documents as mentioned at Section-VI & Tender document, to determine the eligibility of the bidder. Thereafter, the technically qualified bidders shall demonstrate their quoted Instruments before the technical committee. The date for demonstration of quoted Dental Instruments will be intimated later on. **Bidders must upload online the brochures/catalogues of quoted Dental Instruments and submitted in original brochure and other required documents hard copy of the same may be provided by the concerned firm with the technical bid alongwith cost of Tender document & Earnest Money Deposit. Cost of Tender**

document, Earnest money furnished in accordance with GIT.

- i) Cost of Tender document, Earnest money furnished in accordance with GIT.
- ii) Tender application Form as per **Section -VIII**.
- iii) Documentary evidence, as necessary in terms of **GIT clause-5** including establishing that the tenderer is eligible to submit the tender and also qualified to perform the contract if its tender is accepted.
- iv) The Principal National/ Authorized Distributors who quotes for goods manufactured by foreign manufacturer shall furnish Manufacturer's Authorization Letter in Original as per FORM-A contained in **Section- XII** indicating that the tenderer is their Principal National/ Authorized Distributors in India.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorization Form.
- vi) Documents and relevant details to establish in accordance with GIT clause-18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) **The relevant copies of supply orders last two years experience in supplying similar/same items to the Govt./Semi Organization/PSUs.**
- viii) The bidder has upload undertaking that he have not been blacklisted /de-registered by any **Govt./Semi Organization/PSUs.**
- ix) Certificate of Incorporation in the country of origin.
- X) Checklist as per **Section-XVIII**. And certificate / documents to be uploaded as per check list .
- Xi) All documents should be filed and paged properly with covering letter.
- Xii) List of quoted items along-with model's number and specifications.
- Xii) Average annual turnover of tenderer last three(03)year which should not be less than 30.00Lakh  
**All documents should be filled and paged properly with covering letter.**

## **B. FINANCIAL BID/PRICE TENDER/BOQ**

It shall contain financial bid / BOQ uploaded in .xls format which will be available for bidders on website <https://hptenders.gov.in>. **The financial bid / BOQ will not be accepted in physical form.**

The technical bid would be opened first and shall comprise the required documents as per section-VII and Section-IV (technical specifications). The Financial bid/BOQ will be opened only of those bidders who qualify Technical Bid criteria under **Section – IV & Section-VII**.

### **Note:-**

1. All pages of the Tender should be page numbered and indexed.
  2. It is the responsibility of tenderer to go through the TE document to ensure furnishing required documents in addition to above, if any.
  3. The authorized signatory of the bidders must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
  4. A tender, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected. Conditional Tenders shall not be considered.
  5. Tender sent by fax/email will be rejected.
- 12. TENDER CURRENCIES:**  
The tenderer supplying indigenous goods or imported goods shall quote only in **Indian Rupees**. **Tenders, where prices are quoted in any other currency shall be treated as non - responsive and rejected.**
- 13. TENDER PRICES**
- 13.1 The Tenderer shall indicate on the Price Schedule as per format provided in tender document all the specified components of prices shown therein including the unit prices and total tender prices

of the goods and services it proposes to supply against the requirement during the period of contract. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

**13.2 Only one bid from a manufacturer firm shall be accepted and in case the manufacturer firms itself apply in the tender process, the bid of the authorized representative shall not be considered.**

13.3 For domestic goods or goods of foreign origin, the prices in the corresponding price schedule shall be entered in the following manner:-

- a. The Basic price of the goods without GST.
  - b. GST percentage and rate quoted with GST should be shown separately. No other taxes & levies will be paid extra.
  - c. Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 01 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination at **H.P. Govt. Dental College & Hospital, Shimla.**
  - d. **The quoted price should be inclusive of installation and Commissioning of the instruments.**
- 13.4 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

#### **14. INDIAN AGENT**

**14.1** If a foreign Manufacturer has engaged an agent in India in connection with this tender, the authorized dealer/representative shall furnish the following information:

- a) The complete name and address of the Indian agent and its permanent income tax account number (PAN) as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services

#### **15. FIRM PRICE**

The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and are not subject to variation on any account.

#### **16. ALTERNATIVE TENDERS**

Alternative Tenders are not permitted.

#### **17. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATIONS**

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:

- a. In case of Imported Dental Instruments, the tenderer (Authorized dealer/representative) offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser, the tenderer shall submit & upload the manufacturer's authorization letter to this effect as per the prescribed FORM-A provided under **Section - XII.**
- b. The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the **Section - VII** in these documents.
- c. In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India i.e. (Authorized dealer/representative) fully equipped and able to carry out the required contractual functions/obligation and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving

components and other obligations, if any, specified in the conditions of contract and/or technical specifications and also fulfilling the eligibility qualification criteria of the tender.

In case the tenderer is an Indian agent (Authorized dealer/representative) quoting on behalf of a foreign manufacturer for the **restricted item**, Indian agent (Authorized dealer/representative) should be enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India.

**18. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO TE DOCUMENT:**

- a. The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender ( FACT SHEET ).
- b. In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and upload the same along with its tender.
- c. If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

**19. EARNEST MONEY DEPOSIT (EMD):**

- 19.1 **The tenderer/bidder shall furnish Earnest Money for amount as indicated schedule of the tender document.** The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under **sub-clause 19.6 below**.
- 19.2 The earnest money shall be in Indian Rupees only as per GIT **clause 12.2**. The earnest money shall be furnished in the shape of Fixed Deposit Receipt.
- 19.3 The Fixed Deposit Receipt shall be pledge in favor of the **"PRINCIPAL, H.P. GOVT. DENTAL COLLEGE & HOSPITAL, SHIMLA H.P."**.
- 19.4 The earnest money deposit shall be retained for a period of **(180)** days from the date of opening of Tender or till the finalization of the tender.
- 19.5 "Unsuccessful tenderers" earnest money will be returned to them without any interest after the process of tender. Successful tenderer's earnest money will be returned without any interest, after award of contract and deposit of performance security.
- 19.6 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period as per the terms of purchase order.

**However, as and when the name of a firm is included in the approved list of contractors and it deposits the appropriate permanent earnest money, the condition of depositing earnest money alongwith the tenders would not apply. Registered local Micro & small scale enterprises, which are also registered with the State Store Purchase Organization, shall be exempted from the deposit of permanent earnest money and also earnest money alongwith the tenders for such items. Similarly small scale industrial units registered with the D.G.S.&D or N.S.I.C. shall also be exempted from the deposit of earnest money alongwith the tenders for such items for which they are registered with the D.G.S.&D or N.S.I.C. Himachal Pradesh. State Government undertakings and the Government of India Undertakings shall also be exempted from the deposit of earnest money alongwith the tenders.**

**All the Industrial units of Himachal Pradesh registered with the Store Purchase Organization and the industrial units registered with the D.G.S. &D or N.S.I.C will not be**

**required to deposit tender fee for such items for which they are registered with them on the production of attested copy of valid registration certificate.**

## **20. TENDER VALIDITY :**

- 20.1 Each Bid shall remain valid for 180 days from the last date of opening of financial bid prescribed by the purchaser or till the completion of the job, which ever is later unless otherwise prescribe contrary in other terms and condition, this tender documents. The purchaser rejects a bid valid for a shortage period.
- 20.2 In exceptional circumstances, the Principal, H.P. Govt. Dental College & Hospital, Shimla- may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.
- 20.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

## **21. SIGNING AND SEALING OF TENDER:**

- 21.1 The bidders shall submit and upload their tenders as per the instructions contained in **GIT Clause - 11**.
- 21.2 The tender shall be digitally signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any, shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 21.4 Documents pertaining to Technical Bid and eligibility Criteria should be uploaded first along with proof of deposit of **tender document fee and EMD as per SECTION-I**. TE document seeks quotation following **Two bid Tender Systems**. First part will be known as „**TECHNICAL BID & ELEGIBILITY BID**“, as specified in **clause-11** of GIT. The tenderer shall upload price bid on website <https://hptenders.gov.in> which shall not be accepted in physical form.

## **22. PRE-BID MEETING**

1. The Principal, HP, GDC, Shimla shall organize a Pre-Bid meeting with all interested Bidders before the last date of bid submission (the Pre- Bid Meeting) to provide an understanding of the Bidding Process, the project, the terms of the Contract and the services to be provided and to understand any queries, issues or suggestions that the Bidders may put forward.
2. The Pre-Bid Meeting will be convened on the date and time specified in the Data Sheet.
3. A Bidder may nominate representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified the Principal, HP, GDC, Shimla of its representatives along with its authority letter to the Principal, HP, GDC, Shimla, **at least two days prior to the Pre- Bid Meeting**.
4. **The Bidders are requested to submit any query or seek clarifications in writing, to reach the Principal, HP, GDC, Shimla not later than one day prior to pre-bid meeting the date specified in the Data Sheet, so that the Principal, HP, GDC, Shimla can address the issues comprehensively at the Pre-Bid Meeting. No query shall be entertained after the last date of receiving queries as mentioned above.**
5. Without prejudice to the foregoing Clauses, the Bidders will be free to make suggestions for consideration of the Principal, HP, GDC, Shimla in the course of the Pre-Bid Meeting.
6. The Principal, HP, GDC, Shimla may provide text of the questions raised and the , along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
7. Any oral clarification or information provided by or on behalf of the Principal, HP, GDC, Shimla at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the Principal, HP, GDC, Shimla issues an Addendum for the same or the Principal, HP, GDC, Shimla issues written interpretations and clarifications in accordance with procedure prescribed as per this tender documents. All such Addendum will be published on the relevant website.

8. Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

9. Should the Principal, HP, GDC, Shimla deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in Clause 'Amendments to the tender documents'.

#### **D. SUBMISSION OF TENDERS**

##### **23 SUBMISSION OF TENDERS:**

23.1 The tenderers are to deposit the envelope containing Earnest Money Deposit and tender fee in the Tender box placed in the Procurement Branch in the office of **PRINCIPAL, HP, GDC SHIMLA on or before last date and time for submission of the tender.**

23.2 **The tenderer must ensure that** they upload their tenders not later than the closing time and date specified for uploading tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

##### **24 DELAYED SUBMISSION OF TENDER:**

24.1 A tender, which is received after the specified date and time fixed for receipt of tenders will be treated as "delayed" tender and will be rejected/ignored straightway.

##### **25 ALTERATION AND WITHDRAWAL OF TENDER:**

25.1 The tenderer, after submitting its tender, is permitted to alter/modify its tender prior to deadline fixed for submission, uploading of tenders. No tender shall be withdrawn after the deadline for submission, uploading of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the EMD furnished by the tenderer with its tender.

#### **E. TENDER OPENING**

##### **26 OPENING OF TENDERS:**

26.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the e-tendering schedule. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

26.2 Authorized representatives of the tenderers, who have submitted tenders in time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

##### **26.3 Two Bid Tender system as mentioned in Para 21.5 above will be as follows:**

- i). The Technical bid will be opened first. Those bidders who are found qualified by the committee as per section -VII only their Technical Bid will be evaluated. These Tenders shall be scrutinized and evaluated by the Technical Committee of Experts with reference to parameters and specifications prescribed in the TE document. During the Technical Bid opening, the tender opening Committee will check the salient technical features of the tenders like detailed description of the goods offered, delivery period and any other special features of the tenders, as deemed fit by the tender opening Committee.

***In any, case if any clarification is required from bidder at the time of technical evaluation, one days time may be given to the bidders by the buyer such clarification should be sought and received from official e-mail of buyer and bidder.***

- ii). Thereafter, the bidder found eligible as per eligibility criteria may be directed to make **physically demonstration their quoted Dental Instruments on the specified date & time at HP, GDC,**

**Shimla in front of the Departmental Technical Committee. The Bidders should have to arrange demonstration of instruments at their expense failing which tender shall liable to be ignored.** Technical Committee will check the salient technical features of the tenders like detailed description of the goods offered, delivery period and any other special features of the tenders, as deemed fit by the Committee.

- iii). **In case where samples are required to be submitted, it should be kept ready and submitted as and when demanded in duly sealed pack super scribed with details of tender enquiry No., due Date, Name and address of tenderer, make/Model etc. failing which offer shall liable to be rejected.**

Any modification or clarification in tender document can be seen on website <https://hptenders.gov.in> the recommendations made by the Technical Committee Experts will be final. Thereafter, in the second stage, the Price Tenders of only the Technically recommended/acceptable offers (as decided in the first stage) shall be opened for further evaluation on a date to be notified after the evaluation of the Technical Bids.

## **F. SCRUTINY AND EVALUATION OF TENDERS**

### **27 BASIC PRINCIPLE**

27.1 Tenders will be evaluated by the technical committee constituted by the Govt. in R/O HP, GDC, SHIMLA on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received.

### **28 PRELIMINARY SCRUTINY OF TENDERS:**

28.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped, paged and whether the Tenders are generally in order.

28.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT **Clause 34**, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents .The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

28.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the non-conformity.

28.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored/rejected.

28.5 **The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;**

- (i) Tender form as per **Section-VIII** (signed and stamped) not enclosed.
- (ii) Tender document is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD have not been provided.
- (v) In case of imported Dental Instruments, the tenderer has quoted for goods manufactured without the required Manufacturer's Authorization Form as per **Section XII**.
- (vi) Tenderer has not agreed to terms and conditions of the TE.
- (vii) Goods offered are not meeting the tender enquiry specifications.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable laws.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per **GIT Clauses 5 & 11**.
- (xii) Tenderer has not quoted for as required in the technical specifications of each Dental Instruments.

- (xiii) Previous last three year supply order copies with prices of the quoted Instruments having same specifications, if asked for in the Technical Specifications under **Section IV**.

**29. MINOR INFIRMITY/IRREGULARITY/NON-CONFORMITY.**

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such „minor“ issues to the tenderer by registered/speed post/email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**30. DISCREPANCIES IN PRICES**

The price of the Dental Instruments should be filled carefully in the financial Bid/BOQ available on website <https://hptenders.gov.in>. No representation for amendment in quoted rates shall be accepted. The financial Bid/BOQ shall not be accepted in physical form.

**31. ELIGIBILITY QUALIFICATION CRITERIA**

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in **Section- VII**, will be treated as non - responsive and will not be considered further.

- 32.** Eligibility criteria of Sales Turn-Over of O.E.M or Principle National / Authorized Distributor. The Annual Turnover of the OEM or the Principal National / Authorized Distributor should be for each year in preceding last three financial years i.e. 2020-21, 2021-22 & 2022-23 as indicated in Section -VII, **Section-XVII**.

**33. COMPARISON OF PRICE BIDS/TENDERS**

1. The financial/price bid comparison of the responsive tenders shall be carried out digitally for all the items combined on Free Delivery at consignee site basis.
2. The bidder need to submit the comprehensive Maintenance Charges as mentioned in the Price bid during price bid submission as per format, if applicable.

**34. ADDITIONAL FACTORS AND PARAMETERS FOR EVALUATION AND RANKING OF RESPONSIVE TENDERS**

The GST shall be payable as applicable from time to time. Further to **GIT Clause - 32** above, the purchaser's evaluation of a tender will include and take into account the following:

In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax will be contractually payable (to the tenderer), on the goods if a contract is awarded to the Tenderer.

**35. TENDERER'S CAPABILITY TO PERFORM THE CONTRACT**

1. The Tender Inviting Authority, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender has been determined as the lowest inclusive of comprehensive Annual Maintenance charges evaluated responsive tender is eligible (if applicable), qualified and capable in all respects to perform the contract satisfactorily. The recommendations of the Technical Committee constituted will be final subject to approval of the Purchase Committee.
2. The above-mentioned determinations will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the Tender Inviting Authority as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

**36. CONTACTING THE TENDER INVITING AUTHORITY**

- i. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any clarification/query relating to this tender enquiry and / or its tender, it should do so only in writing and as per schedule.
- ii. In case a tenderer attempts to influence the Tender Inviting Authority in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

**G. AWARD OF CONTRACT**

**37. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:**

PRINCIPAL, H.P.GOV. DENTAL COLLEGE & HOSPITAL, SHIMLA H.P. reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderer.

**38. AWARD CRITERIA:**

The bid evaluation will be carried **Instruments wise**. The contract will be awarded by the PRINCIPAL, H.P.GOV. DENTAL COLLEGE & HOSPITAL, SHIMLA, H.P. to the lowest evaluated responsive tenderer subject to approval of the State Govt. / Purchase Committee.

**39. VARIATION OF QUANTITIES AT THE TIME OF AWARD/ CURRENCY OF CONTRACT.**

The approved rates will be valid Initially for one year from the date of finalization of rates or till fresh tender whichever is later and Tender Inviting Authority has right to extend the Rate on the same terms & conditions for further period subject to satisfactory performance.

**40. NOTIFICATION OF AWARD:**

Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post/email that its tender for goods & services, which have been selected by the purchaser, has been accepted. The successful tenderer must furnish to the purchaser the required performance security before execution of supply order failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under **GCC Clause - 5 under Section - III**. The buyer has right to increase or decrease quantity by 25%.

**41. ISSUE OF CONTRACT**

Promptly after notification of award, the successful tenderer will have to sign the Agreement /Contract Form (**Section-XIV**) with the purchaser.

**42. NON-RECEIPT OF PERFORMANCE SECURITY AND CONTRACT BY THE PURCHASER**

Failure of the successful tenderer in signing the agreement with purchaser shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it as per the **clause-22** of GCC – Termination of default.

**43. RETURN OF EMD**

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned, whatsoever, in terms of **GIT Clause-19**.

**44. PUBLICATION OF TENDER RESULT**

The name and address of the successful tenderer(s) receiving the supply order(s) will be mentioned on the web site of the department.

#### **45. CORRUPT OR FRAUDULENT PRACTICES**

It is required by all concerned namely the Consignee/ Tenderers/Suppliers etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - iii. "**Coercive Practice**" means impairing or hampering or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
  - iv. "**Restrictive Practice**" means forming a cartel or arriving at any understating or arrangement amongst Bidders with the objective or restricting or manipulating full and fair competition in the Bidding Process.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

### **SECTION – III**

#### **GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES**

<b>Sl. No.</b>	<b>TOPIC</b>
1.	CONFIDENTIALITY
2.	USE OF CONTRACT DOCUMENTS AND INFORMATION
3.	PATENT RIGHTS
4.	COUNTRY OF ORIGIN
5.	PERFORMANCE SECURITY
6.	TECHNICAL SPECIFICATIONS AND STANDARDS
7.	PACKING AND MARKING
8.	INSPECTION, TESTING AND QUALITY CONTROL
9.	TERMS OF DELIVERY
10.	TRANSPORTATION OF GOODS
11.	INSURANCE
12.	SPARE PARTS
13.	INCIDENTAL SERVICES
14.	DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE / RECEIPT OF GOODS
15.	WARRANTY
16.	ASSIGNMENT
17.	SUB CONTRACTS
18.	MODIFICATION OF CONTRACT
19.	PRICES
20.	TAXES AND DUTIES
21.	TERMS AND MODE OF PAYMENT
22.	DELAY IN THE SUPPLIER'S PERFORMANCE
23.	LIQUIDATED DAMAGES
24.	TERMINATION FOR DEFAULT
25.	TERMINATION FOR INSOLVENCY
26.	FORCE MAJEURE
27.	TERMINATION FOR CONVENIENCE
28.	GOVERNING LANGUAGE
29.	NOTICES
30.	RESOLUTION OF DISPUTES
31.	APPLICABLE LAW
32.	GENERAL/MISCELLANEOUS CLAUSES

## GENERAL- III

### GENERAL CONDITION OF CONTRACT (GCC)

The General Conditions of Contract incorporated in this Contract prescribed **under Section –III and Technical Specification under Section- IV of this document.**

#### 1 **CONFIDENTIALITY:**

- 1.1 The tender Document and other documents and information that are provided by the **Principal, H.P. Govt. Dental College & Hospital, Shimla** are and shall remain the property of H.P. Govt. Dental College & Hospital, Shimla and are provided to the Bidders solely for the purpose of preparation and submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not use such information for any purpose other than for preparation and submission of their Bids.
- 1.2 The bidders shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.
- 1.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the successful Bidders to any person who is not officially concerned with the Bidding Process.

#### 2. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 2.1 The tenderer/bidder shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC **sub-clause 2.1** above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC **sub- clause 2.1** above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such contract documents shall be returned to the purchaser on completion of the tenderer's performance and obligations under this contract.

#### 3. **PATENT RIGHTS**

The tenderer shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims, which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

#### 4. **COUNTRY OF ORIGIN**

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule.

#### 5. **PERFORMANCE SECURITY:**

- 5.1 The successful bidder, shall furnish performance security to the purchaser for an amount equal to Five percent (5%) of the total value of the purchase order.

It shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section – XIII or FDR duly pledged in favour of the PRINCIPAL, H.P.GOV.T. DENTAL COLLEGE & HOSPITAL, SHIMLA H.P.** be valid till 90 days after warranty period.

- 5.3 In the event of any failure/default of the tenderer with or without any quantifiable loss to the department, the amount of the performance security is liable to be forfeited.
- 5.4 Subject to GCC **sub-clause 5.3** above, the purchaser will release the Performance Security without any interest to the supplier on completion of the period.

**6. TECHNICAL SPECIFICATIONS AND STANDARDS:**

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in "Technical Specification" and Quality Control Requirements" under **Sections - IV and VI** of this document.

**7. PACKING AND MARKING:**

- 7.1 The packing for the goods to be provided by the tenderer should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under **Sections - IV and VI** and in GCC under **Section - III**. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

**7.3 Packing instructions:**

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under **Sections - IV and VI**, the tenderer shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address
- g. Govt. Supply – Not For Sale.

**8 INSPECTION, TESTING AND QUALITY CONTROL:**

1. The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the tenderer in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the supplier and/or its nominated representative(s) or as specified in the Technical specifications Sectio- IV.
2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
3. The Dental Instruments shall be duly inspected by the concerned Head of the Department and the demonstration shall be given at HP, GDC, Shimla-1. If during such inspections and tests the contracted goods, fail to conform to the required specifications and standards, the purchaser's

inspector may reject them and the tenderer shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

4. In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the tenderer shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
5. If the tenderer tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
6. The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
7. Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/ consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under **GCC Clause - 15**.

**The delivery period is extendable only in peculiar circumstances.**

## **9 TERMS OF DELIVERY:**

- 9.1 Goods shall be delivered by the tenderer in accordance with the terms of delivery specified in the purchase order(s) issued during the contract period i.e. **60 days** from the date of issue of supply order sent through email followed by post. In case of any delay to deliver the equipment(s) in specified period mentioned in the purchase order a penalty of 0.5% per week of the total value of the equipment will be deducted up to a maximum of 10%. Thereafter, if extension for supply is not granted by the Purchaser the supply order(s) will automatically stand cancelled, Performance Security will be forfeited and the tenderer may be debarred for future supplies for a period of three years.
- 9.2 Any supply which is substandard the bidder will have to returned/taken back at his/her own expenditure.
- 9.3 The Supplier shall be responsible for any breakage/shortage during transit etc. The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire items contracted for arrive in good condition at destination.
- 9.4 Rates should be quoted on F.O.R. door step delivery basis at H. P. Govt. Dental College & Hospital, Shimla-171001 and all the transit loss what so ever will be borne by the supplier firm (any monetary limit is not acceptable). It will be the responsibility of approved supplier to deliver the items (products) in the stores of the indenting officers mentioned in the supply order and not at the gate of the institution or the building.

## **10. TRANSPORTATION OF GOODS**

Instructions for transportation of domestic goods including goods already imported by the tenderer under its own arrangement.

In case no instruction is provided in this regard in the GCC, the tenderer will arrange transportation of the ordered goods as per its own procedure.

## **11. INSURANCE:**

- a. Unless otherwise instructed in the GCC, the tenderer shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

"The tenderer shall be responsible till the entire stores/instruments contracted for arrival in good

condition at destination/consignee site. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 03 months after the receipt of goods by the Consignee. If the instruments is not commissioned and handed over to the consignee within 60 days, the insurance will be got extended by the tenderer at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee.

## 12. SPARE PARTS

- a. If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the tenderer:
  - a) The spare parts as selected by the purchaser to be purchased from the tenderer, subject to the condition that such purchase of the spare parts shall not relieve the tenderer of any contractual obligation including warranty obligations; and
  - b) In case the production of the spare parts is discontinued:
    - i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc.
- b. Tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

## 13. INCIDENTAL SERVICES

- a. Subject to the stipulation, if any, in the, List of Required Instruments (**Section – I**) and the Technical Specification (**Section– IV**), the tenderer shall be required to perform the following services.
  - i) Installation & commissioning, Supervision and Demonstration of the goods.
  - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation if required.
  - iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the good.
  - iv) Supplying required number of operation & maintenance manual for the goods.

## 14. DISTRUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS AND RELEASE OF PAYMENT.

The tenderer shall send all the relevant dispatch documents well in time to the consignee to enable the consignee to make arrangements accordingly to receive (as the case may be) the goods in terms of the purchase order. The usual documents involved and the drill to be followed in general for this purpose are as follows:-

**For Domestic Goods**, including goods already imported by the tenderer under its own arrangement within 24 hours of dispatch, the tenderer shall notify the purchaser, consignee, and others concerned if mentioned in the purchase order, the complete details of dispatch and also supply the following documents to them:

- (i) Two computerized copies of invoices showing purchase order number, goods description, quantity, unit price and total amount; duly verified and stock entry.
- (ii) Consignee Receipt Certificate as per **Section-XV, XVI** in original.
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Copy of Insurance Certificate;
- (vii) Manufacturer's/ tenderer's warranty certificate & inspection certificate.

## 15. WARRANTY (Wherever is applicable):

- a. The successful tenderer shall warrant the Dental Instruments for **One Year wherever is applicable and** that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract.

The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- b. This warranty shall remain valid as per purchase order terms & conditions after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the consignees in terms of the contract, unless specified otherwise in the GCC.
- c. In case of any claim arising out of this warranty, the purchaser/consignee shall promptly convey the same in writing to the tenderer. Upon receipt of such notice, the supplier shall, within 03 days on a 48(hrs) x7(days) x365 (days) basis, repair or replace the defective goods or parts thereof, free of cost, at the final destination. Failing which penalty charges 0.5% per week of the total cost of the instrument shall be recovered/deducted from the performance security subject to a maximum of 10%.

**16. ASSIGNMENT:**

The tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to other party, except with the Purchaser's prior written permission.

**17. SUB CONTRACTS**

The Tenderer shall not be allowed to give any subcontract during the contract period to other supplier or agency.

**18. MODIFICATION OF CONTRACT**

If necessary, the purchaser may, by a written order given to the Tenderer at any time during the currency of the Contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:-

- a) Mode of packing.
- b) Incidental services to be provided by the supplier
- c) Mode of dispatch,
- d) Place of delivery, and
- e) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

**19. PRICES:**

Prices to be charged by the successful bidder for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the bidder in its tender and incorporated in the rate contract. However, if there is any price fall due to reduction in custom duty, import duty, GST or overall reduction in prices of these equipments due to some change in policy of the Government or reduction in prices internationally, the benefit of such reduction will be passed on to the purchaser.

**20. TAXES AND DUTIES:**

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the GCC.

**21. TERMS AND MODE OF PAYMENT:**

**Payment Terms**

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

Payment shall be made in Indian Rupees in as specified in the contract in the following manner: 100% payment of the on purchase order price shall be made on the submission of the following documents.

- i) Original copy of supplier's invoice showing purchase order number & date, goods

description, quantity, unit price and total amount duly verified and stamped from the consignee with stock page entry including Proof of Delivery (POD).

- ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iii) **Satisfactory functioning report in original issued by the consignee or Concerned Head of the Department.**
  - vi) The Performance Bank Guarantee valid upto three months beyond the expiry period of Rate Contract including warrantee period as per the prescribed format in **Section-XIII**.
  - a. The supplier shall not claim any interest on payments under the contract.
  - b. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

## **22. DELAY IN THE SUPPLIER'S PERFORMANCE :**

1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser and as incorporated in the contract.
2. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to the following actions:
  - (i) A penalty of 0.5% per week of the total value of the instrument/goods will be deducted up to a maximum of 10%. Thereafter , if extension for supply is not granted by the Purchaser, the supply order(s) will automatically stand cancelled, Performance security will be forfeited and the tenderer may be debarred for future supplies for a period of three years(refer GCC clause 9)
3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contain the following conditions:
  - (a) The purchaser shall recover from the supplier liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, GST or on account of any other tax specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or any other duty or tax or levy or on Account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
5. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

## **23. LIQUIDATED DAMAGES:**

Subject to **GCC clause-26**, if the successful bidder fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the purchase price, as liquidated damages.

## **24. TERMINATION FOR DEFAULT:**

- 24.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the tenderer, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- 24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC **sub-clause 22.1** above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
- 24.3 Unless otherwise instructed by the purchaser, the tenderer shall continue to perform the contract to the extent not terminated.

## **25. TERMINATION FOR INSOLVENCY:**

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

## **26. FORCE MAJEURE:**

Notwithstanding the provisions contained in **GCC clauses - 22, 23 and 24**, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

- 26.1.1 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.1.2 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.1.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.1.4 In case due to a Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. TERMINATION FOR CONVENIENCE:**

- 27.1.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.1.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
- a. to get any portion of the balance completed and delivered at the contract terms, conditions

and prices; and / or

- b. to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**28. GOVERNING LANGUAGE:**

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written English only.

**29. NOTICES:**

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile or email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**30. RESOLUTION OF DISPUTES:**

- 30.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser /Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to an Arbitrator to be appointed by the Secretary (Health) to the Govt. of H.P.
- 30.3 **Venue of Arbitration:** The venue of arbitration shall be subject to civil jurisdiction of Municipal limits of Shimla Town, Shimla, H.P only.

**31. APPLICABLE LAW:**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**32. GENERAL/ MISCELLANEOUS CLAUSES:**

- 32.1.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i. e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.1.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.1.3 The Supplier shall notify the Purchaser of any material change would impact on performance of its obligations under this Contract.
- 32.1.4 Each member/constituent of the Supplier in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser for performance of contract/services.
- 32.1.5 The Supplier shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- 32.1.6 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.2 All claims regarding indemnity shall survive the termination or expiry of the contract.

**33. REQUIRED DELIVERY AND INSTALLATION SCHEDULE:**

**Required Delivery & Installation Schedule:** 60 days from date of Purchase Order issued to deliver & install at consignee site.

**Note:** The Purchaser reserves the right to extend the delivery period. However the delivery period is extendable only in peculiar circumstances.

**34. SCOPE OF INCIDENTAL SERVICES:**

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in **GCC Clause – 13 (iii)**.

**35. INSTALLATION AND COMMISSIONING** as per details in Technical Specification.

**36. REQUIRED TERMS OF DELIVERY AND INSTALLATION AT DESTINATION SITE.**

At Consignee Site – As Specified in the Purchase Order. Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site i.e. HP, GDC, Shimla for a period including 03 months beyond date of delivery.

## SECTION-IV

### TECHNICAL SPECIFICATION:

#### DEPARTMENT WISE TECHNICAL SPECIFICATION OF DENTAL INSTRUMENTS REQUIRED IN THE HP, GOVT. DENTAL COLLEGE AND HOSPITAL, SHIMLA

**Note:** *Dental Instruments should be ISO/CE certification wherever is applicable:-*

<b>DEPTT. OF CONSERVATIVE DENTISTRY AND ENDODONTICS</b>			
<b>Sr. No.</b>	<b>Name of the Instruments</b>	<b>Quantity</b>	<b>Specification</b>
1	PROBES	20	Centered tip, Dental diagnostic, Stainless Steel, Corrosion resistant
2	TWEEZERS	25	With serrated beaks, distortion free, 166mm long, Stainless Steel, Corrosion resistant
3	EXPLORER	25	Mirror polish, Stainless Steel, Corrosion resistant
4	AMALGUM CARRIER	20	Autoclavable, double ended with 1.5mm & 2mm tips and with special coating to prevent clogging.
5	MOUTH MIRROR WITH HANDEL	50	Stainless Steel, Corrosion resistant, 125mm length.
6	MIRROR TOP	100	Detachable without any refraction even at high illumination, 24mm diameter, autoclavable.
7	MOTAR PESTLE	10	Glass made without surface imperfection.
8	GLASS SLAB	10	Clear glass rounded edges, Thickness more than 10mm
9	SPIRIT LAMP	15	125ml or more, stainless steel, Mirror polished, Separate inlet to refill.
10	DAPPEN DISH	20	Glass made, Compatible for use in with amalgam and resin.
11	CHEATLE FORCEP	20	27cm long, ultrasonic cleanable, autoclavable resistant to common disinfectants. stainless steel, Corrosion resistant
12	KINDNEY TRAYS	10	Stainless steel, Corrosion resistant, 8inchs, autoclavable at 134°C
13	RECTANGLE TRAY SMALL (STEEL)	10	Stainless steel, Corrosion resistant, 8inchs, autoclavable at 8x6" with lid.
14	NEEDLE HOLDER	10	Straight 16cm or more, light weight Stainless steel, Corrosion resistant, autoclavable.
15	SCISSOR SUTURE CUTTING	5	13cm long smooth blades, beveled tip, Stainless steel, Corrosion resistant, autoclavable
16	SCISSOR GAUGE CUTTING	2	Stainless steel, Corrosion resistant, 15cm long, autoclavable, passivated for rest.
17	B.P. HANDLES 03NO.	10	Stainless steel, Corrosion resistant, light weight
18	CROWN REMOVER	5	Stainless steel, Corrosion resistant, Automatic, passivated for rest, Ultrasonic cleanable, Light weight
19	IMPRESSION TRAYS (0-4 SIZE)	2 PAIR	Dentulous, Rim Lock, Rostrei Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable.
20	CHEECK RETRACTOR	5	Stainless steel, Corrosion resistant, Ultrasonic

			cleanable, autoclavable, With handle Austin type
21	MATRIX RETAINER	20	Tofflemire, Universal size, Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable.
22	EYE PROTECTOR	5	Clear anti fog, compatible for application of surface disinfectants.
23	WAX KNIFE	5	Stainless steel blade, Wooden handle
24	SPOON EXCAVATORS	20 each of size 1mm & 2mm	Round working end, Terminal shank length of 8mm. Curved cutting edge. Light weight and well balanced with thicker, No slip handle, stainless steel, Rust free, autoclavable
25	ARTICULATING PAPER HOLDER	20	Length 06 inches, Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
26	<b>MICROSURGERY INSTRUMENT KIT (MADE FROM POLISHED STAINLESS STEEL RHODIUM COATED):-</b>		
	a. 8 instrument cassette.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable, to hold 10 instrument during, before and after sterilization.
	b. Micro-Mirror Round	03 one each	3.0mm, 45 degree Bevel 2.0mm, 45 degree Bevel 4.7mm, 35 degree Bevel
	c. #7Mini scalpel blade Holder with blades.	01	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	d. Micro-surgical scalpel handle/steel with blades.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	e. Periosteal, Allen elevator Anterior.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	f. Cawood-Minnesota retractor.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	g. #2 Abou-Rass angulated Apical Condensor.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	h. #2 Abou-Rass Endo excavator DE.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	i. Micro-Explorer DE.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	j. Universal Micro-condenser/ Burnishes.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	k. NH5024 Perma sharp with Round Handle.	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	l. Precision Dressing Forceps,	02	Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
	m. Micro surgicals Scissors	02	Spring type curved, sharp, one blade serrated, for suture material Nos. 6 to 8.
27	Ultrasonic Tips for Retrograde preparation	1	Set of 09 tips with diamond coating tip diameter of .5mm with 03 mm and 4mm of cutting surface and curvature ranging from 75 degree to 110 degree.
28	45 Degree Air rotor hand pieces for Micro Surgery	1	Surgical contra angle hand piece with 45 degree angle, Vibration free, heating free, low noise, autoclavable at 130°C, Push Button, With ceramic ball bearing , rotational speed

			more than 320000rpm.
29	Micro Explorer	04	175mm length Stainless steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
30	Micro tissue Forceps	02	180mm length, With serrated beaks, Stainless Steel, Corrosion resistant, Ultrasonic cleanable, autoclavable
30	Disc shaped curettes	02 each of size 1.5mm and 2.8mm	To remove apical lesion 175mm length, Stainless steel, Corrosion resistant, Ultrasonic cleanable, Autoclavable
31	Spoon shape curettes	02	175 length , .9mm Tip width, Stainless steel, Corrosion resistant, Ultrasonic cleanable, Autoclavable

**2. DEPARTMENT OF PEADDIATRIC & PREVENTIVE DENTISTRY**

Sr. No.	Name of the Instruments	Quantity	Specification
1	INTRA ORAL RUBBER BITE BLOCK (RIGHT & LEFT)	5	Autoclavable(135 degree). Silicone material. size: (3.8x2.1x1.3)cms. Rust free
2	DENTAL CARIES EXPLORING PROBE	10	Rust free and Corrosion free
3	EXPLORER	20	Optimal balance, leverage and control, 2. thick non-slip ergonomic design handle. 3. Made of carbon SS 4. Rust free
4	MOUTH MIRROR	50	Rhodium coated front surface(antifog)2.Light weight Ergonomic grip.3. Mirror Handle made of silicone4. Both single sided and double sided5. Rust free
5	TWEEZERS	30	Self locking fine tip, Made of carbon, stainless steel, Serrated, angled jaw profile, Rust free.
6	SPOON EXCAVATORS - SMALL	40	Round working end of 1mm and 2mm, Terminal shank length of 8mm. Curved cutting edge. Light weight and well balanced with thicker, no slip handle. Made of carbon, stainless steel, Rust free
	-MEDIUM	40	DO
	-LARGE	5	DO
7	BALL BURNISHERS	5	Double ended (1.6mm and 2.4mm). Made of high carbon stainless steel. Handle should be hollow, round with 10mm diameter
8	DIAMOND SHAPE CARVER	5	Sharp cutting edges Bin-angled shank. Made of carbon stainless steel. Rust free
9	HOLLENBACK CARVER	5	Knife edge, sharp cutting edges Bin-angled shank Rust free ,Satin surface finish, Made of high carbon stainless steel
10	CONDENSER (CEMENT)	10	Right angled working ends Made of carbon stainless steel -Thick, non-slip ergonomic handle-Rust free
11	CONDENSER (AMALGAM)	5	Made of carbon stainless steel Back action condenser with right angled working ends -Smooth and serrated tip,-Rust free

12	PERIODONTAL PROBE	5	Smoothly finished black markings-Tip diameter of 0.6mm -Light weight ergonomic handle design -Made of carbon stainless steel -Rust free
13	PLASTIC CARVING INSTRUMENTS	10	Aluminum titanium nitride coating-Smooth, large, lightweight handle -Rust free
14	CHEEK RETRACTORS	2	Size: small(96X70X20)mm-Autoclavable
15	PAEDO BAND PINCHING PLIERS (RIGHT AND LEFT)	1 set	Precise tip alignment-Surgical grade stainless steel with corrosion resistance -Smooth joints for maximum precision and easy rotation, -Rust free
16	PERIODONTAL CURETTE (RIGHT AND LEFT)	5 Pair	Curved blade right angle to the shank-Sharp blades on both sides -Made of high carbon stainless steel, -Rust free
17	UNIVERSAL HAND SCALER	5	Pointed sharp working end-2 cutting edges, sharp -Angled back surface -Light weight gripped handle, -Rust free
18	UNIVERSAL SICKLE SCALER	5	Curved working end Continuous, straight lateral surface -Pointed sharp working end, -Rust free
19	SURGICAL DRUM	2	Size: small (6X6) inches-Made of stainless steel-Rust free
20	WAX SPATULA	5	Double ended design-Light weight ergonomic grip handle -Made of carbon stainless steel, -Rust free
21	LECRON CARVER	2	Sharp edge for precision-Designed hand grip -Non-corrosive passive coating, -Rust free
22	WAX CARVER	2	Sharp working end-Made of stainless steel-Gripped handle design-Rust free
23	COMPOSITE RESTORATION INSTRUMENTS KIT OF 6 INSTRUMENTS	3	Best grade of stainless steel-Should allow for non-stick placement of composite -Ti/Al Titanium nitride coating on working tip -Resistant to scratching/breaking of working tip -Autoclavable, -Rust free
24	MTA CARRIER		
i	CURVED	1	Diameter(curved):1.2mm, Diameter(Straight):1.8mm, Rust Free . Ergonomic design.
ii	STRAIGHT	1	DO
25	CEMENT SPATULA		Double ended Gripped handle design -Made of stainless steel, -Rust free
i	STAINLESS STEEL	5	DO
ii	PLASTIC	5	DO

26	PAEDO EXTRACTION FORCEPS	8	Precisions designed specifically for a child's anatomical tooth structure, ensuring clinical performance- accurate grasp of primary tooth and root surface, resist corrosion and lifetime warranty, enhanced beak geometries and longitudinal beak serrations providing secure grasp of the crown and root reducing the risk of crushing and fracture, matte finished for enhanced contrast and reduced light reflection, meticulously crafted from finest surgical grade stainless steel.

### 3. DEPARTMENT OF ORTHODONTICS

Sr. No.	Name of the Instruments	Quantity	<u>Specification:</u> 1. All the instruments should be of high quality, stainless steel with fine cutting tips in case of cutter. 2. All instruments should be preferably imported.
1	HINGE ARTICULATOR (S/S)	6	As above
2	BRACKET POSITIONING GAUGE (MBT)	6	As above
3	BRACKET HOLDING TWEEZER	6	As above
4	BAND REMOVING PLIER (POSTERIOR)	4	As above
5	DEBONDING PLIER (ANTERIOR)	4	As above
6	CHEATLE FORCEP(S/S)	2	As above
7	DENTULOUS IMPRESSION TRAY	20	As above
8	DISTAL END CUTTER RETAINING BEAKS	6	As above
9	DONTRIX GAUGE	2	As above
10	DE LA ROSA PLIER	6	As above
11	DEBONDING PLIER (POSTERIOR)	4	As above
12	GLASS SLAB	4	As above
13	HOE PLIER(STRIGHT	6	As above
14	LIGATURE TUCKER	4	As above
15	LIGHT WIRE CUTTER	6	As above
16	LIGATURE CUTTER (STIGHT)	6	As above
17	MOUTH MIRRIOR	50	As above
18	MERSHAN BAND PUSHER	4	As above
19	MICROTORCH	6	As above
20	PROBE	50	As above
21	POSTERIOR BAND REMOVING PLIER (ADERE)	4	As above
22	PLIER STAND	4	As above
23	PMT SETS	50	As above
24	RUBBER BOWL	6	As above
25	RIBBON ARCH WITHOUT GROOVE (442)	4	As above
26	SEPARATING PLIER	4	As above
27	TWEEZER	50	As above

28	UNIVERSAL PLIER	10	As above
29	KIDNEY TRAY( STEEL)	6	As above
30	HEAVY DUTY WIRE CUTTER MOUN,S TYPE	6	As above
31	WEINGRAT PLIER	6	As above
32	TORQING PLIER WITH KEY	6	As above
33	DETAILING STEP FORMING PLIER	6	As above
34	BUCCAL TUBE TWEEZER	6	As above
35	TURRET- ALUMINIUM BODY WITHOUT TORQUE	3	As above
36	CHEEK RETRACTORS TRANSPARENT ADULT	20	As above
37	ARCH WIRE TEMPLATE	6	As above
38	PHOTOGRAPHIC MIRROR STAINLESS STEEL HIGH REFLECTIVE MIRROR ADULT- OCCLUSAL, BUCCAL LATERAL	10Set	As above
39	CINCH BACK PLIER	6	As above
40	V-DENDING PLIER	6	As above
41	MATHIEU FORCEPS	4	As above
42	INTERPROXIMAL STRIPPER KIT	6	As above

**4. DEPARTMENT OF ORAL MEDICINE & RADIOLOGY**

<b>Sr. No.</b>	<b>Name of the Instruments</b>	<b>Quantity</b>	<b>Specification</b>
1	Mouth Mirror	100 No.	Fog Free and Rust free, stainless steel, autoclavable
2	Straight probe	100 No.	Stainless steel , Rust free, autoclavable
3	Probe explorer	100 No.	Stainless steel , Rust free, autoclavable
4	Stainless steel bowl with stand	02 No.	Stainless steel , Rust free, autoclavable
5	Tweezer	40 No.	Stainless steel , Rust free, autoclavable
6	Cheatle Forceps	4 no.	Stainless steel , Rust free, autoclavable
7	Enamel Coated Kidney Tray	15 No	Rust free , Medium Sized, autoclavable
8	Needle Holder	10 No.	Stainless steel , Rust free, autoclavable
9	Straight Scissor Small ( Surgical )	10. No.	Stainless steel , Rust free, autoclavable
10	Curved Scissor small (Surgical )	10. No.	Stainless steel , Rust free, autoclavable
11	Stainless Steel rectangular tray with lid ( Medium Size )	10 No.	Rust free, autoclavable
12	Kidney tray stainless steel ( Medium size )	40 No.	Rust free, autoclavable
13	Allis Tissue holding Forceps	6 No.	6 Inch Size , stainless steel , Rust free, autoclavable
14	Biopsy punch: Disposable- 5mm, 6mm & Autoclavable- 5mm,6mm	100 No. each 6 no. each	Rust free
15	Instrument trolley stainless steel Size 2.5 x1.24x2.5 ft	6 No.	Stainless Steel, Rust free
16	Artery Forceps	04No.	Stainless steel ,rust free

17	Screen	4 No.	Iron Stand with green cloth
18	Lister's Forceps	02 No.	Stainless steel ,Rust free
19	Bite Block	01 No.	Silicone large , medium and small size Autoclavable
20	Intra-Oral Photographic mirror set	1 set of 3 mirror Buccal, occlusal ,Lingual	Fog free, ultra bright mirror image Heat resistant
21	Cheek retractor	2 No. Adult and child size	Autoclavable
22	Tongue Depressor	2 No.	Stainless steel , rust free
23	Mouth Gag	2 No.	Hiester stainless steel Mouth Gag
24	Magnifying Glass	2 No.	3x, 4x, Hand held , 5x5" with light and batteries
25	Yellow Measuring Tape	1 roll	
26	LED Torch light	2 No.	Rechargeable,25 watt
27	Scissor straight for cutting Gauge	1 No.	Stainless steel rust free
28	American Board of Forensic Odontology ABFO . No. 2 scale	1 No.	Autoclavable metal or plastic, 1mm thick ,L Shaped size 105x105 mm with alternate black and white bars
29	ASUDAS (Arizona State university Dental Anthropology System ) – plaque or Turner Scott Dental Anthropology System (Available on Bone Clones. Inc only)	1 No.	Non Metric dental Trait evaluation and comparison system
30	Digital Vernier Caliper	1 .No.	Range 0-15cm, Accuracy± 0.02 mm Stainless steel, Battery operated
32	Hand Held or stand mounted digital microscope	1 No.	Magnification 10x – 100 x. Includes stand , software CD ,cleaning cloth and calibration ruler.
33	B.P Handle No, 3 & 4	4 No. (2each )	Stainless steel rust free, Autoclavable
34	Rinn Snap X- Ray film Holder	80 No.	Autoclavable
35	X Ray film Holder 1 set for paralleling technique.	01	Autoclavable
36	Periodontal probe	06	1,2,3,5,7,9,10 Markings, Stainless steel Rust free and autoclavable
37	UV- LED light /torch	01	365 nm light, Protective eye wear Orange viewing goggles, Battery operated

**5. DEPARTMENT OF PUBLIC HEALTH DENTISTRY**

Sr. No.	Name of the Instruments	Quantity	Specification
1	Extraction forceps	2 sets	Surgical Grade stainless steel, resist corrosion and lifetime warranty.
	<b>Mandibular</b>		
a	Mandibular Anterior Forceps	2 sets	-do-
b	Mandibular Premolar Forceps	2 sets	-do-

c	Mandibular Molar Forceps	2 sets	-do-
d	Mandibular cowhorn forceps	2 sets	-do-
e	Mandibular Third molar forceps	2 sets	-do-
	<b>Maxillary</b>		
A	Maxillary Anterior Forceps	2 sets	-do-
B	Maxillary Bayonet Forceps	2 sets	-do-
V	Maxillary premolar Forceps	2 sets	-do-
D	Maxillary Molar Forceps	2 sets	-do-
E	Maxillary Right cowhorn forceps	2 sets	-do-
F	Maxillary Left cowhorn forceps	2 sets	-do-
G	Maxillary Root Forceps	2 sets	-do-
	<b>Elevators</b>		
a	Periosteal elevators	2 sets	-do-
b	Couplans elevators	2 sets	-do-
c	Cryer left elevator	2 sets	-do-
D	Right cryer elevator	2 sets	-do-
E	Right Apexo elevator	2 sets	-do-
f	Left Apexo elevator	2 sets	-do-
<b>2</b>	<b>Scaling Instruments</b>		Surgical Grade, stainless steel, resist corrosion and lifetime warranty.
	<b>Perio Scaler set of 8</b>	2 sets	-do-
A	Jacquette Scaler	2 sets	-do-
B	Posterior Hand scaler	2 sets	-do-
C	Anterior Hand scaler	2 sets	-do-
D	Cumine Hand scaler	2 sets	-do-
E	Surface hand scaler	2 sets	-do-
F	Hoe urban hand scaler	2 sets	-do-
G	Hygienist hand scaler	2 sets	-do-
H	Spring field hand scaler	2 sets	-do-
<b>3</b>	<b>Gracey Curettes for subgingival curettage</b>	2 sets	Surgical Grade stainless steel, resist corrosion and lifetime warranty.
<b>4</b>	<b>Filling Instruments</b>		Surgical Grade stainless steel, resist corrosion and lifetime warranty.
	Set of 12 instruments		-do-
A	Single end probe	2 sets	-do-
B	Spoon excavator (small size)	4 sets	-do-
C	Ball Burnisher	4 sets	-do-
D	Plugger(PLG2)	4 sets	-do-
E	Plugger(PLG3)	4 sets	-do-
F	Plastic Filling	4 sets	-do-
G	Marginal trimmer	4 sets	-do-
H	Enamel hatchet	4 sets	-do-
I	Diamond carver	4 sets	-do-
J	Hollenback carver	4 sets	-do-

5	Mouth mirror top	05 set of 10 each	Surgical Grade stainless steel, resist corrosion and lifetime warranty.
6	CPITN Probe(C)	20No for surveys	-do-
7	Tweezers	10 No	-do-
8	Kidney tray (small)	10 No	-do-
9	Steel Instrument tray (Medium size)	4 No.	-do-
10	Amalgam carrier	05No	-do-
11	Cement mixing spatula	05No	-do-
12	Scissors small in size	05No	-do-
13	Needle Holder	05No	-do-
14	Cotton drum(8 inch diameter)	04No	-do-
15	BP Handle	4No., 13No.	-do-

**6. DEPARTMENT OF PERIODONTOLOGY**

Sr. No.	Name of the Instruments	Quantity	Specification
1	Nabers probe	1	<ul style="list-style-type: none"> <li>• 2n color coded Naber's satin steel probe.</li> <li>• Should be manufactured from Medical Grade Stainless Steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485, CE and FDA.</li> <li>• Manufacturer plants should be in compliance with "Current Good Manufacturing Practice (cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of Quality Control measures.</li> <li>• Triple-Tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metal should be ergonomically designed.</li> </ul>
2	UNC-15 Probe	3	<ul style="list-style-type: none"> <li>• Marked at 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15, color coded with accurate, smoothly finished black markings, which should not chip, flake or fade.</li> </ul> <p style="text-align: center;">Same as above</p>

3	Pressure sensitive probe	1	<ul style="list-style-type: none"> <li>• Pressure sensitive computerized periodontal probing and charting systems.</li> <li>• The system should provide a method of recording and storing a digital record of the perio session and monitor the effectiveness of a course of treatment.</li> <li>• The system should have a constant force.</li> <li>• Probe's precision should be 0.2mm.</li> <li>• Numerical data should be automatically recorded.</li> </ul>	Same as above
4	Marquis color coded probe	1	<ul style="list-style-type: none"> <li>• Perio probes Marquis Color Coded PCP 12, handle no. 6.</li> </ul>	Same as above
5	Supra gingival scalars	42	<ul style="list-style-type: none"> <li>•U-15 Towner/30 Jacquette Scaler SU15/30 Handle 6 – satin steel</li> <li>•S204S Sickle Scaler Handle 6 – satin steel</li> <li>•SJ 31/32 Jacquette scaler #6 satin steel handle</li> <li>•129 scaler #6 satin steel handle</li> <li>•SRM 3/4 Remington scaler #6 satin steel handle</li> <li>•SJ 34/35 Jacquette scaler #6 satin steel handle</li> <li>•SJ 14/15 Jacquette scaler #6 satin steel handle</li> <li>•SM 11/12 Mc Call scaler #6 satin steel handle</li> <li>•152 Cumine scaler SCM 1526 #6 satin steel handle</li> <li>•SH3/H4 Jacquette scaler #6 satin steel handle</li> <li>•SCK-6 Crane Kaplan scaler #6 satin steel handle.</li> </ul>	Same as above

6	Sub gingival scalars	2	<ul style="list-style-type: none"> <li>➤ 2R/2L Columbia Curette <ul style="list-style-type: none"> <li>• Anterior Columbia Universal Curette blade designed with two cutting edges and a rounded toe for use on all surfaces.</li> <li>• Handle 6-satin steel.</li> </ul> </li> <li>➤ 4R/4L Columbia Curette <ul style="list-style-type: none"> <li>• Posterior Columbia Universal Curette blade designed with two cutting edges and a rounded toe for use on all surfaces.</li> <li>• Handle 6-satin steel.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from Medical Grade Stainless Steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485, CE and FDA.</li> <li>• Manufacturer plants should be in compliance with "Current Good Manufacturing Practice (cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of Quality Control measures.</li> <li>• Triple-Tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metal should be ergonomically designed.</li> </ul>
7	Paquette Blade Handle	1	<ul style="list-style-type: none"> <li>• Standard double-edged razor blade drawn into a "Bow"</li> <li>• 6" (15cm) length</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from Medical Grade Stainless Steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485, CE and FDA.</li> <li>• Manufacturer plants should be in compliance with "Current Good Manufacturing Practice (cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of Quality Control measures.</li> <li>• Triple-Tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metal should be ergonomically designed.</li> </ul>
8	Krane Kaplan Pocket Marker - set PMGF-1	1	<ul style="list-style-type: none"> <li>• Pocket marker # Left # Standard Pocket marker # Right # Standard</li> <li>• Stainless steel</li> <li>• Premium grade</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from Medical Grade Stainless Steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485, CE and FDA.</li> <li>• Manufacturer plants should be in compliance with "Current Good Manufacturing Practice (cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel</li> </ul>

				<p>alloy.</p> <ul style="list-style-type: none"> <li>• Should be subjected to corrosion testing as a part of Quality Control measures.</li> <li>• Triple-Tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metal should be ergonomically designed.</li> </ul>
9	Mc Call's Universal Curettes	1	<ul style="list-style-type: none"> <li>• 13/14 Mc Call curette Handle 6-satin steel</li> <li>• 13S/14S Pointed Mc Call curette Handle 6-satin steel</li> <li>• 17/18 Mc Call curette Handle 6-satin steel</li> </ul>	Same as above
10	Gracy's curettes (No-1 -18).	1	<ul style="list-style-type: none"> <li>• 1-18 set / 9</li> <li>• Handle 6-satin steel</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from Medical Grade Stainless Steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485, CE and FDA.</li> <li>• Manufacturer plants should be in compliance with "Current Good Manufacturing Practice (cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of Quality Control measures.</li> <li>• Triple-Tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metal should be ergonomically designed.</li> </ul>
11	Mini Five Curettes	1	<ul style="list-style-type: none"> <li>• 1/2, 3/4, 5/6, 7/8, 11/12, 13/14 mini Five Gracey curettes</li> <li>• Handle 6-satin steel</li> </ul>	Same as above
12	Mallet	1	<ul style="list-style-type: none"> <li>• Solid stainless steel mallet</li> <li>• Size – 23 cm</li> </ul>	Same as above
13	Oschenbein chisel	1	<ul style="list-style-type: none"> <li>• #1,#2,#3 and #4 Oschenbein chisels.</li> <li>• Made from surgical grade stainless steel.</li> </ul>	Same as above
14	Schluger bone file-FS-9/10 S	1	<ul style="list-style-type: none"> <li>• Schluger bone file #6 (FS 9/10S)</li> <li>• Double ended</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from Medical Grade Stainless Steel.</li> <li>• Should conform to essential</li> </ul>

			<ul style="list-style-type: none"> <li>• 523 octagonal handle</li> </ul>	<p>requirements and provisions of ISO 13485, CE and FDA.</p> <ul style="list-style-type: none"> <li>• Manufacturer plants should be in compliance with “Current Good Manufacturing Practice (cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of Quality Control measures.</li> <li>• Triple-Tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metal should be ergonomically designed.</li> </ul>
15	Bone scrapper	1	Bone scraper	<ul style="list-style-type: none"> <li>• Straight and curved (set of 2).</li> <li>• 5mm and 6mm wide working ends.</li> <li>• Made from surgical grade stainless steel.</li> </ul>
16	Micro Needle Holder	1	<ul style="list-style-type: none"> <li>• Micro straight Castroviejo needle holder, 14cm</li> <li>• Should have a lock to firmly secure needle</li> <li>• Round Knurling Handle</li> <li>• Material - Stainless Steel, Tungsten Carbide, Ceramic and Titanium</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from Medical Grade Stainless Steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485, CE and FDA.</li> <li>• Manufacturer plants should be in compliance with “Current Good Manufacturing Practice (cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of Quality Control measures.</li> <li>• Triple-Tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metal should be ergonomically designed.</li> </ul>
17	Micro scissors	1	<ul style="list-style-type: none"> <li>• Shapes available – straight, side curved and curved</li> <li>• Should be made of satin steel.</li> </ul>	Same as above

18	Micro Mirror,	1	<ul style="list-style-type: none"> <li>• <u>3 mm x 9 mm Micro Mirror</u> Round for ideal access and visibility .</li> <li>• Front surface rhodium-coated, for sharp, scratch and distortion-free visibility.</li> <li>• Made of high quality stainless steel</li> <li>• 2 mm x 7 mm Small Rectangular Microsurgical Mirror,double sided mirrors, a manufactured from highly polished stainless steel</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from medical Grade Stainless steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485,CE and FDA.</li> <li>• Manufacturer plants should be in compliance with “Current Good Manufacturing Practice”(cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of quality control measures.</li> <li>• Triple tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metals should be Ergonomically designed.</li> </ul>
19	Microsurgical Ts Pliers,	1	<ul style="list-style-type: none"> <li>• Micro multiple teeth, curved tissue plier,made of stainless steel</li> <li>• Microsurgical tissue pliers with tungsten carbide inserts used to grasp and stabilize soft tissue.18mm</li> </ul>	Same as above
20	Magnifying Loups and Glass	1	<ul style="list-style-type: none"> <li>• Dental Loupes 3.5X 420 mm ,Surgical Magnifying Glasses, Magnifier with LED Head Light Lamp</li> </ul> <p><b>Specification:</b>  Magnification: 3.5X  Working Distance  Size: 420 mm  Depth: 80 mm  Vision: 60 mm  Weight: 52 g  Frame: nickel alloy or titanium</p>	Same as above
21	Bone Graft Scoop	1	<ul style="list-style-type: none"> <li>• Large scoop 10 x 25 mm, small scoop 5 x 21 mm with #6 satin steel handle</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from medical Grade Stainless steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485,CE and FDA.</li> <li>• Manufacturer plants should be in compliance with “Current Good Manufacturing Practice”(cGMP) requirements.</li> <li>• Should be made of a custom</li> </ul>

				<p>High Carbon Chromium Steel alloy.</p> <ul style="list-style-type: none"> <li>• Should be subjected to corrosion testing as a part of quality control measures.</li> <li>• Triple tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metals should be Ergonomically designed</li> </ul>
22	Bone condensor	1	<ul style="list-style-type: none"> <li>• Instrument Type: double end immunity steel Condensers</li> <li>• Tip type - grisdale</li> </ul>	Same as above
23	Osteotome	1	<ul style="list-style-type: none"> <li>• 4 mm Osteotome used for cutting or preparing bone with 7-10-13-15-18 mm markings</li> <li>• 4 mm curved osteotome used for cutting or preparing bone with 7-10-13-15-18 mm markings.</li> <li>• 7.5 mm straight osteotome with 7-10-13-15-18 mm markings.</li> <li>• 7.5 mm curved osteotome with 7-10-13-15-18 mm markings.</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from medical Grade Stainless steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485, CE and FDA.</li> <li>• Manufacturer plants should be in compliance with "Current Good Manufacturing Practice"(cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of quality control measures.</li> <li>• Triple tempering of metal should be done for tensile strength and ductility and greater resistance to wear, fracture or corrosion.</li> <li>• Handles in metals should be Ergonomically designed</li> </ul>
24	Glass Ionomer filling instruments	1	<ul style="list-style-type: none"> <li>• Diameter 1/4"</li> <li>• Handle Shape: Double-Ended</li> <li>• Material: Stainless Steel</li> <li>• Tip Shape: Paddle</li> </ul>	Same as above
25	Kidney trays	25	<ul style="list-style-type: none"> <li>• Kidney tray</li> <li>• Stainless steel</li> <li>• Large and medium sized</li> </ul>	

26	Cheatle Forceps	10	<ul style="list-style-type: none"> <li>• <b>Ergonomically design</b></li> <li>• Long Handles</li> <li>• Light in Weight - Less fatigue</li> <li>• <b>Tip</b></li> <li>• Long , Angulated Beaks</li> <li>• Serrated - Better holding of items</li> <li>• Curved Shape</li> <li>• <b>Material</b></li> <li>• Made up of good quality medical graded Stainless Steel - helps in retaining shape</li> <li>• Resist breakage of tip</li> <li>• <b>Use</b></li> <li>• Beaks, dipped in antiseptic solution</li> <li>• Use to Lift up Sterile Instrument</li> <li>• <b>Corrosion Resistant</b></li> <li>• Rust free - Passivated</li> <li>• <b>Disinfection</b></li> <li>• Autoclavable at 135 degree</li> <li><b>Technical specifications:</b></li> <li>• Rusting Prevention</li> <li>• Passivated</li> <li>• Right &amp; left hand</li> <li>• Ultrasonic cleaned</li> <li>• Usage</li> </ul>	<ul style="list-style-type: none"> <li>• Should be manufactured from medical Grade Stainless steel.</li> <li>• Should conform to essential requirements and provisions of ISO 13485,CE and FDA.</li> <li>• Manufacturer plants should be in compliance with “Current Good Manufacturing Practice”(cGMP) requirements.</li> <li>• Should be made of a custom High Carbon Chromium Steel alloy.</li> <li>• Should be subjected to corrosion testing as a part of quality control measures.</li> <li>• Triple tempering of metal should be done for tensile strength and ductility and greater resistance to wear,fracture or corrosion.</li> <li>• Handles in metals should be Ergonomically designed</li> </ul>
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**7. DEPARTMENT OF ORAL & MAXILLOFACIAL SURGERY**

Sr. No.	Name of the Instruments	Quantity	Specification
1	Cheatle Forceps	6	Surgical Grade stainless steel, resist corrosion and lifetime warranty.
2	Elevator(Straight, Coupland)	10	-do-
3	Apexo	10	-do-
4	Moons probe	20	-do-
5	Mouth mirror	100	-do-
6	Bayonet Forceps	20	-do-
7	Periosteal elevator (Molt No 9)	20	-do-
8	Needle cutter	2	-do-
9	Needle holder(Straight, Curved)	20	-do-
10	Suture cutting needle holder	20	-do-
11	Tissue cutting scissor Tissue dissecting scissor	20	-do-
12	Artery forceps	20	-do-

13	Tooth forceps /Non Tooth Forceps	20	-do-
14	Bone rongeur	20	-do-
15	Wire cutter	20	-do-
16	Bone file	20	-do-
17	Curette	20	-do-
18	Cowhorn Maxi/Mandible	10	-do-
19	Chisel 2mm, 4mm, 6mm, 8mm	10	-do-
20	Osteotome (6,8,10,12)	20	-do-
21	Hammer	20	-do-
22	B-Type oxygen cylinder regulator	5	-do-
23	I.V. Stand	3	-do-
24	Bed Back Rest	3	-do-
25	BP Apparatus	5	-do-
26	Needle Cutter	2	-do-
27	Cheatle Forceps	2	-do-
28	Mouth Mirror	20	-do-
29	Explorer	20	-do-
30	Williams, WHO Probe	20	-do-
31	Scissor Suture cutting Tissue Dissecting Scissor	10	-do-
32	Oxygen Key	2	-do-
33	Chisel Various size (2,3,4,8,6mm)	5 each	-do-
34	Osteotome (6,8,10,12)	2 each	-do-
35	Hammer (Mead)	4 each	-do-
36	Tooth Extraction Forceps ( Peadiatric and Adult)	3 Set	-do-
37	Elevator Periosteal (Molt No.9)	10 No.	-do-
38	Wax spatula	15	-do-
39	Coupland Elevator	5	-do-
40	Warwick James Elevator	5	-do-
41	London Hospital Pattern State Elevator	5	-do-
42	Apexo Elevator	5 each	-do-
43	Langenbeck Small medium	5 Pair each	-do-
44	Cat Paw retractor small, medium & Large	5	-do-
45	Howerth Retractor	5	-do-
46	Artery Forceps (Mosquito)	30	-do-
48	Desmarres Lid retractor	5	-do-
49	Bone Rongeur	5	-do-
50	Dissection Forceps small & Medium	5 each	-do-
51	Wire cutter	6	-do-
52	Needle Holder (Straight)	10	-do-
53	Kocher	10	-do-
54	Dental Probe (William, WHO Probe)	10	-do-
55	Mirror Top	20	-do-
56	Tweezer	20	-do-
57	I.V. Stand	04	-do-
58	Scissor Thread cutting	06	-do-

59	Cheatle Forceps	10	-do-
60	Dressing Drum (All size)	04 each	-do-

**GENERAL POINTS FOR AWARD OF CONTRACT:**

**GENERAL POINTS:**

**1. WARRANTY:**

- a) One year as per Conditions of Contract of the TE document for complete Dental Instruments (including all parts and accessories of the instruments) and satisfactory installation, commissioning, trial run & handing over of instruments to the concern department.
- b) 95% up-time Warranty of complete instrument (including all parts and accessories of the instrument, wherever applicable) with extension of Warranty period by three times the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

**2. AFTER SALES SERVICE:**

After sales service centre should be available in Himachal or nearby area on 48 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 48 hrs. The service should be provided directly by Tenderer. **In case of delay beyond 48Hrs. (within warranty period), penalty of 0.5% per week of actual price of instrument shall be imposed.**

**3. TRAINING:**

On Site training to Doctors/ Technicians/ staff is to be provided by **Manufacturer/authorized Distributor** for operation and maintenance of the equipment to the satisfaction of the consignees.

**4. INSTALLATION AND COMMISSIONING :**

Dental Instruments as mentioned in the technical specifications as specified in **Section IV** shall be installed and commissioned at HP, GDC, Shimla. The Tenderer shall examine the existing site where the instruments is to be installed, in consultation with HOD of the concerned Department of HP, GDC, Shimla at its own cost.

## SECTION – VI

### **Eligibility Qualification Criteria and Documents to be submitted with Eligibility Bid Claim.**

1. Detail Profile of the Company/Firm as under:-

1	Name of the Tenderer	
2	Postal address	
3	Country	
4	State	
5	City	
6	Pin Code	
7	Telephone No. with STD Code	
8	Mobile No.	
9	E-mail Id (Primary)	
10	Alternative Email Id	
11	Fax No. with STD Code	
12	Website	
13	GST NO.	
14	PAN	
15	TIN No.	
16	Supplier Status	
17	Turnover Last three Financial Years (in Lakhs)	
18	<b>Type of Supplier</b> (i) Manufacturer (ii) Authorized seller	
19	Account No. for e-banking	
20	Name of the bank in which on- line Bank Account is operation	
21	Bank Address	
22	IFSC Code No	
23	MICR No.	

24	Cost of Tender Document Rs. 1000/- in shape of DD in Favour of Principal, H.P. Government Dental College & Hospital, Shimla	a	Amount INR
		b	In figure _____
		c	UTR No. _____ dated _____
		d	Name of issuing Bank
		e	Station
25	Earnest Money deposit in the shape of Fixed Deposit Receipt (FDR) duly pledged in favour of Principal, H.P. Government Dental College & Hospital, Shimla Note: Name of Bidder must appear in FDR	a	Amount INR
		b	In figure _____
		c	FDR No. _____ dated _____
		d	Name of issuing bank
		e	Station

<b>Declaration</b>
I/We _____ Prop./Partner/Director etc. (Please specify) of M/S _____ hereby declare that the information given in this Form is true to the best of my knowledge & belief.

- 2 The Bidder should be Original Dental Instruments Manufacturer OR Authorized distributor of OEM .
- 3 The Annual turnover statement should have UDIN of the Chartered Accountant signing the Annual Turnover Statement.
- 4 Authorization certificate as per Format prescribed in **Section- XII**
- 5 The Tenderer (or Manufacturer) should have supplied and installed quoted instruments or similar instruments in the last three years (**as per Performa-“A”**) from the date of Tender Opening, adequate/sufficient quantity of the similar equipments meeting major specification parameters and which is functioning satisfactorily in India. (**upload documents for confirmation.**)
6. Copy of Manufacturing License.
- 7 Proof of deposit of cost of the tender documents and Earnest Money Deposit.
- 8 Declaration in "**FORM-B**" contained in **Section-XII** by an authorized signatory to the effect that all conditions contained in the Tender Documents are acceptable to the Bidder.
- 9 Declaration in **FORM-C**" as prescribed in **Section-XII** that the bidder has not been debarred /blacklisted by any Government/Semi-Government organization for quality of product/services and that there is no major complaint against the quality of service/products by any organization.

- 10 Goods and Services Tax registration certificate (upload scanned copy).
- 11 Permanent Account Number (upload scanned copy).
- 12 Income tax return for the financial year **2020-21, 2021-22 & 2022-23** (upload scanned copy)

**Note:- All the requisite documents ,certificates etc. should invariably be uploaded on website <https://hptenders.gov.in> as per tender document. The scanned documents should be legible and clear.**

**PERFORMA "A"**

**PERFORMA FOR PAST EXPERIENCE**

(For the period of Last Two years)

Purchase Order Reference No. : \_\_\_\_\_

Date of purchase order: \_\_\_\_\_

Name and address of the Supplier: \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

Order placed by (full address of Purchaser )	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any
				As per contract	Actual	
1	2	3	4	5	6	7

**Note: Attach purchase order last two Financial year for proof.**

Signature and seal of the Tenderer

**SECTION – VII**

**TENDER APPLICATION FORM**

Date \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Complete address of the purchaser)

Ref.: Your Tender document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any). We now offer to supply, deliver, install, commission (*Description of goods and services*) in conformity with your above referred document, as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule to be specified in the purchase order/s after recommendation. We further confirm that, if our tender is accepted, we shall provide you the performance security of required amount in an acceptable form in terms of your purchase order after the approval of contract award.

We agree to keep our tender valid for acceptance as required in the GIT, GCC read with modification, if any in Section - II –“General Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

\_\_\_\_\_

(Signature with date)

\_\_\_\_\_

(Name and designation)

Duly authorized to sign tender for and on behalf of

## **SECTION – VIII**

**(Rates are required to be quoted on the format available online on website**

**<https://www.hptenders.gov.in>**

**SECTION – IX**

**FORM-A**

**MANUFACTURER'S AUTHORISATION FORM**

To

\_\_\_\_\_  
\_\_\_\_\_

*(Name and address of the purchaser)*

Dear Sirs,

Ref. Your TE document No. \_\_\_\_\_ Dated. \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorize Messer \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per **clause-15** of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

\_\_\_\_\_  
\_\_\_\_\_

[*Signature with date, name and designation*]  
for and on behalf of Messrs." \_\_\_\_\_

[*Name & address of the manufacturers*]

*Note : 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

2. Original letter must be submitted, uploaded.

**FORM – B**

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED  
IN THE TENDER DOCUMENT**

To

The Principal,  
H.P. Government Dental  
College & Hospital, Shimla-1

Sir,

I/we have carefully gone through the Terms & Conditions contained in the Tender Document No. HFW(GDC)G(3)-5/99- regarding procurement of **Dental Instruments** for the H.P. Government Dental College & Hospital, Shimla-1. I, declare that all the provisions of this Tender Document are acceptable to me/my Company. I/we further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

**Designation:** \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**NOTE: Declaration should be uploaded on stamp paper of Rs. 100/- and the same should be notarized.**

**FORM – C**

**DECLARATION REGARDING BLACK LISTED**

To

The Principal,  
H.P. Government Dental  
College & Hospital, Shimla-1

**(E-TENDER FOR SUPPLY OF DENTAL INSTRUMNETS)**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No. HFW(GDC)G(3)-5/99- regarding procurement of **Dental Instruments** for the H.P. Government Dental College and Hospital, Shimla-1. I hereby declare that my company has not been debarred/black listed by any Government /Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**NOTE: Declaration should be uploaded on stamp paper of Rs. 100/- and the same should be notarized.**

**SECTION – X**  
**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

**The Purchaser,(supply order placing Authority)**

.....  
.....

WHEREAS \_\_\_\_\_(Name and address of the supplier) hereinafter called “the supplier” has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) herein after called “the contract”.

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;  
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. \_\_\_\_\_(Amount of the guarantee in words and figures) which is 5% of the total value of the Purchase Order, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.  
This guarantee shall be valid up to ----- months from the date of satisfactory installation of the equipment i.e. ----- (indicate date) up to 90 days beyond the period of warranty i.e. -----(indicate date).

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer

..... Seal,  
name & address of the Bank and address of the Branch

**SECTION – XI**

**FORM – A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER,  
TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

**To**

The Principal,  
H.P. Government Dental  
College & Hospital, Shimla-1

Contract No. \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No. \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form uploaded/furnished by the supplier;
  - (vii) Price Schedule(s) uploaded by the supplier in its tender;
  - (viii) Manufacturers' Authorization Form (if applicable for this tender);
  - (ix) Purchaser's Notification of Award

Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II - „General Instructions to Tenderers“ of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Tender No.	Brief description of goods/ services	Accounting unit	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof:

\_\_\_\_\_

Final Price approved for **Dental Instruments** (in figure) \_\_\_\_\_(In words)

\_\_\_\_\_

(ii) Delivery schedule of 60 days from the date of issue of supply order through email followed by post.

(iii) Acceptance for submission of Performance Security as per purchase order.

(iv) Warranty clause - as per Tender document

(v) Payment terms – as per Tender document.

(vi) Paying authority –

\_\_\_\_\_  
**(Signature, name and address  
of the purchaser's authorized official)**  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_  
(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**NOTE: Declaration should be uploaded on stamp paper of Rs. 100/- and the same should be notarized.**

## SECTION – XII

### **Performa of Consignee Receipt Certificate**

(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

1. Contract No. & date: \_\_\_\_\_
2. Supplier's Name : \_\_\_\_\_
3. Consignee's Name & Address with telephone No. & Fax No. \_\_\_\_\_
4. Name of the item supplied: \_\_\_\_\_
5. Quantity Supplied : \_\_\_\_\_
6. Date of receipt by the Consignee: \_\_\_\_\_
7. Name & designation of Authorized Representative of Consignee: \_\_\_\_\_
8. Signature of Authorized Representative of Consignee with date  
: \_\_\_\_\_
9. Seal/Stamp of the Consignee: \_\_\_\_\_

**SECTION – XIII**  
**Performa of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

To

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the Dental Instruments as detailed below has/have been received in good conditions along with all the standard accessories (subject to purchase order) in accordance with the technical specifications. The same has been installed and commissioned.

(a) Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Equipment(s)/ plant(s) Nos. \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) Invoice No. \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the Consignee: \_\_\_\_\_

(g) Date of Receipt of equipment.: \_\_\_\_\_

(h) Stock Entry page No. : \_\_\_\_\_

(g) Date of Installation: \_\_\_\_\_

Details of accessories/spares not yet supplied as per purchase order or any deficiency in installation, if any.

Sl. No	Description of Item/s	Quantity	Remark, if any

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its purchase order obligations satisfactorily and the payment may be released in his favor.

Signature  
 Name Designation with stamp

**SECTION – XIV**

**ANNUAL TURNOVER STATEMENT**

The annual Turnover of M/s.....for the past three financial years are given below and certified that the statement is true and correct.

Sr. No.	Financial Year	Turnover in Lakhs (Rs.)
1.	2020-21	
2.	2021-22	
3.	2022-23	

Total Rs..... Lakhs.

Average Annual turnover during the financial year 2020-21, 2021-22 & 2022-23 is Rs.  
..... Lakhs

Signature of Chartered Accountant

(Name in Capital)  
Membership No.  
UDIN:  
Date:  
Seal:

## SECTION – XV

### CHECKLIST OF TENDER DOCUMENTS FOR PROCUREMENT OF DENTAL INSTRUMENTS

Name of Tenderer:

S. No	Activity	Yes/No/NA	Page No. in the TE document	Remarks
1	Have you uploaded proof of deposit of cost of tender document and EMD of required amount as per section-1?			
2	Have you uploaded proof of deposit of Earnest Money Deposit as per Section-I?			
3	Have you uploaded Power of Attorney in favour of the signatory to the tender document?			
4	Have you uploaded manufacturer's authorization as per Section -IX(FORM- A)? (Original letter must also be submitted)			
5	Have you uploaded Copy of Manufacturing License? (In case of OEM is a bidder)			
6	Have you uploaded Turn-Over certificate for last three years i.e. 2020-21, 2021-22 & 2022-23 duly attested by the Chartered Accountant.			
7	Have you uploaded Income Tax Return for the Financial Year 2020-21, 2021-22 & 2022-23?			
8	Have you uploaded copy of GST Registration certificate?			
9	Have you uploaded PAN?			
10	Have you uploaded Declaration in FORM-B on stamp Paper of Rs.100/-?			
11	Have you uploaded Performa-"A" regarding past performance for the period of last three years?			
12	Have you uploaded duly filled in Tender Application Form as per format in Section -VII?			
13	Have you uploaded Undertaking by the Manufacturer /Principal National Distributor that the spares for the equipments shall be available for at least 10 years or rated life of the equipment, whichever is higher, from the date of supply.			
14	Have you accepted terms and conditions of Tender document (FORM-B) ?			
15	Have you fully accepted payment terms as per Tender document?			
16	Have you accepted the warranty as per Tender document?			

17	Have you uploaded documents establishing your Eligibility & Qualification Criteria as per Tender documents?			
18	Have you uploaded clause-by-clause technical compliance statement (Fact Sheet) for the quoted Equipment vis-à-vis the Technical specifications?			
19	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			

**N.B. 1. All pages of the uploaded Tender should be page numbered and indexed.**

2. The Tenderer may go through the checklist and Terms and conditions of the tender and ensure that all the documents/confirmations as required are uploaded in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

---

(Signature with date)

---

(Full name, designation & address of the person duly authorized sign on behalf of the Tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

**SECTION – XVI**

**LIST OF INSTRUMENTS QUOTED IN THE TENDER**

Sr. No.	Name of the Deptt.	Code No.	Name of the Instrument & Specifications	Make/Modal	Remarks