

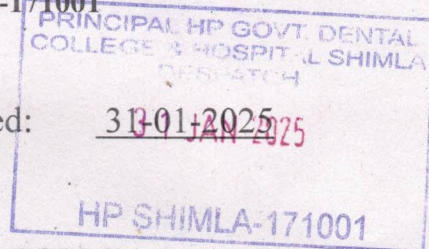


**H. P. GOVERNMENT DENTAL COLLEGE AND HOSPITAL, SHIMLA-171001**

**RE- TENDER FOR PROCUREMENT OF DENTAL CHAIRS, H. P. GOVERNMENT  
DENTAL COLLEGE & HOSPITAL, SHIMLA-171001**

**Tender Ref. No. HFW(GDC)G(3)-5/99- 602**

**Dated: 31-01-2025**

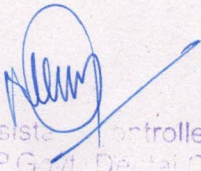


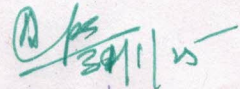
**H. P. Government Dental College & Hospital (IGMC),  
Lakkar Bazar, Shimla-171001**

**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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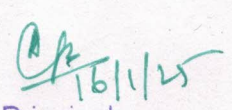
  
Principal  
H.P. Govt. Dental College  
And Hospital, Shimla



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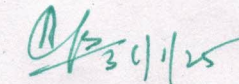
**H. P. GOVERNMENT DENTAL COLLEGE AND HOSPITAL, SHIMLA-171001**

Office: Shimla-171001, HP India

Phone: 0177-2658838, 22652562 Fax: 0177-2651483

Website: <https://www.hptenders.gov.in>Email: [hpgdcshimla@gmail.com](mailto:hpgdcshimla@gmail.com) and [rkshpgdcshimla@gmail.com](mailto:rkshpgdcshimla@gmail.com)Tender Ref. No. HFW(GDC)G(3)-5/99- **602**Dated: **01-02-2025****NOTICE FOR INVITING E-TENDER**

1. Principal, H.P. Government Dental College & Hospital, Shimla invites e-Tenders from the eligible & qualified bidders as per terms of the tender document for the procurement of **Electrical Dental Chairs with Accessories** required 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. **01-02-2025 to 17-02-2025** against the payment of **₹1,000/- (Rupees One Thousand Only)** 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 and any bid received on or after the schedule date and time will not be accepted.
4. Each prospective bidder shall submit their bids, 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.
7. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.


**Principal****H.P. Govt. Dental College****And Hospital, Shimla-171001.**

Cont. No. 0177-2658838, M.No. 9418070020

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

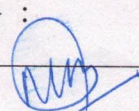


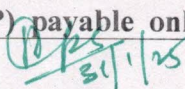
**H. P. GOVERNMENT DENTAL COLLEGE & HOSPITAL, SHIMLA**

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

Website: <https://hptenders.gov.in>E-mail: [hpgdcshimla@gmail.com](mailto:hpgdcshimla@gmail.com) and [rkshpgdcshimla@gmail.com](mailto:rkshpgdcshimla@gmail.com)**RE- TENDER FOR PROCUREMENT OF ELECTRICAL DENTAL CHAIRS WITH ACCESSORIES****E-Tendering Schedule of Event:-**

|                                                                                      |                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date & Time of on-line publication:                                                  | 01-02-2025 (before 05:00 PM)                                                                                                                                                                                        |
| Period for Downloading of e-tender document :                                        | 01-02-2025 to 17-02-2025                                                                                                                                                                                            |
| Date for pre-bid meeting                                                             | 06-02-2025 at 2:30PM                                                                                                                                                                                                |
| Issue of Addendum /revised Tender Document (if required)                             | On or before 08-02-2025 On the following website:<br><a href="https://hptenders.gov.in">https://hptenders.gov.in</a>                                                                                                |
| Submission of Bid                                                                    | 08-02-2025 to 17-02-2025                                                                                                                                                                                            |
| Last date and time of physical submission DD towards payment of tender cost and EMD. | 08-02-2025 upto 11:00 AM 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 Rupees (INR)                                                                                                                                                                                                 |
| Contract period                                                                      | One year from the date of first supply order (Also vide SECTION-II under the Head "INTRODUCTION")                                                                                                                   |
| Address for bid submission                                                           | <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>                                                                                                                                                     |
| Validity of the Bids                                                                 | 180 (One Hundred & Eighty) days from date of opening of Technical bid documents.                                                                                                                                    |
| Date & Time and Venue for opening of Technical Bid :                                 | 17-02-2025 at 2:30PM<br>Venue: In the Chamber of Principal, H. P. Govt. Dental College & Hospital, Shimla                                                                                                           |
| Contact details for all queries:                                                     | Name: Dr. Ashu Gupta, Principal<br>Address: H.P. Govt. Dental College & Hospital, Shimla Contact No.: 0177-2658838 or M.No. 94184-70020<br>E-mail: <a href="mailto:hpgdcshimla@gmail.com">hpgdcshimla@gmail.com</a> |
| Demonstration of quoted equipment by Technically qualified Bidders.                  | Date will be communicated later on.                                                                                                                                                                                 |
| Date of opening of Financial Bid                                                     | Date will be communicated later on website :<br><a href="https://hptenders.gov.in">https://hptenders.gov.in</a>                                                                                                     |
| Cost of the tender document {Non Refundable} :                                       | ₹1,000/- (Rupees One Thousand Only) Demand Draft in favour of Principal, H. P. Govt. Dental College & Hospital, Shimla (HP) payable only at                                                                         |

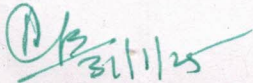
  
Assistant Controller (F&A)  
H.P. Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P. Govt. Dental College  
And Hospital, Shimla



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Shimla {Non Refundable}</b>                                                                                                                                                                                                        |
| <b>Earnest Money Deposit (EMD) :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>The tender must be accompanied with an earnest money ₹50,000/- (Rupees Fifty Thousand only) in the shape of Demand Draft in favour of Principal H. P. Govt. Dental College &amp; Hospital, Shimla (HP) payable only at Shimla.</b> |
| <p>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 <b>Principal, H. P. Govt. Dental College &amp; Hospital, Shimla (HIMACHAL PRADESH)</b> on or before the last date and time indicated above for opening of technical bid.</p> <p>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.</p> |                                                                                                                                                                                                                                       |

  
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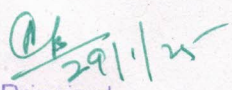
## **ELIGIBILITY OF BIDDERS:**

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

|    |                                                                |
|----|----------------------------------------------------------------|
| 1. | Uploading document Section-VI (duly filled in)                 |
| 2. | Uploading document Pro-Forma-A (duly filled in)                |
| 3. | Uploading document Section-VII (duly filled in)                |
| 4. | Uploading document Section-IX (Form A, B & C) (duly filled in) |
| 5. | Uploading document Section-XII (duly filled in)                |
| 6. | Uploading document Section-XIII (duly filled in)               |
| 7. | Uploading document Section-XIV (duly filled in)                |
| 8. | All documents as mentioned in Section-XV                       |

**NOTE:- Any information which is desired on specific format from the bidder is to be provided as such. In case of any deviation the tender will be rejected straight away.**

  
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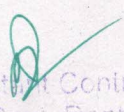
  
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And Hospital Shimla

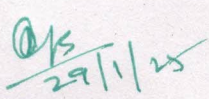


**SECTION – I****LIST OF REQUIRED EQUIPMENTS**

(Prices to be quoted with minimum 03 (three) years warranty followed by 05 (five) years Comprehensive Maintenance Contract (CMC).

| Sr. No | Description of Electrical Dental Chairs with Accessories     | Quantity |
|--------|--------------------------------------------------------------|----------|
| 1      | Deptt. of Oral Medicine and Radiology                        | 05       |
| 2.     | Deptt. of Orthodontics                                       | 06       |
| 3.     | Deptt. of Peadiatric and Preventive Dentistry                | 06       |
| 4.     | Deptt. of Public Health Dentistry- ( Portable Dental chairs) | 02       |

  
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## SECTION – II

### GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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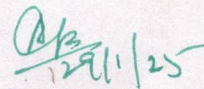
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And Hospital, Shimla



|          |                                                                                    |           |
|----------|------------------------------------------------------------------------------------|-----------|
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And Hospital, Shimla



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And Hospital, Shimla



## 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.
  1. **“Bid Inviting Authority”** shall mean the Principal, H.P. Govt. Dental College and Hospital, Shimla.
  2. **“Bid Validity period”** shall means the period during which the rate (s) quoted by the bidder(s) cannot be escalated and the successful bidder (s) has/ have to enter into contract with the tender inviting authority.
- (vi) **“Consignee”** means Principal, H.P. Govt. Dental College and Hospital 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 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) **“Contract Period”** means the period during which the rate(s) finalized by the purchaser and successful bidder(s) remain valid and cannot be escalated by the successful bidder(s)
- (ix) **“Day”** means and shall be interpreted as calendar days unless otherwise specified.
- (x) **“Earnest Money Deposit” (EMD)** means Bid Security to be furnished by a tenderer along with the tender.
- (xi) **“Goods”** means the Dental Chairs etc. which the bidder supplier is required to supply to the purchaser under the contract.
- (xii) **“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.
- (xiii) **“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.
- (xiv) **“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).
- (xvi) **“Purchaser”** means the **“PRINCIPAL, H.P. GOVT. DENTAL COLLEGE & HOSPITAL, SHIMLA”** purchasing goods and services as incorporated in the Tender Enquiry document.

Assistant Controller (F&A)  
H.P.Govt. Dental College  
And Hospital, Shimla

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H.P.Govt. Dental College  
And Hospital, Shimla



- (xvii) **"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 & Hospital, Shimla.**
- (xviii) **"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.
- (xix) **"Specification"** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xx) **"State Government"** refers to the duly elected Government in the State in which the tender is issued.
- (xxi) **"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.
- (xxii) **"Supplier"** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (xxiii) **"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.

**PURPOSE OF THIS TENDER DOCUMENT:-**

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

  
Assistant Controller (F&A)  
H.P. Govt. Dental College  
And Hospital, Shimla

  
Principal  
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And Hospital, Shimla



## 2. INTRODUCTION

1. **Principal, H.P. Government Dental College & Hospital, Shimla-1** invites e-tender for procurement of **Electrical Dental Chairs with Accessories** on behalf of State Government of Himachal Pradesh as mentioned in **Section-I** "List of Requirements" initially for a period of one year from the date of award of first supply order. The period thereafter may be extended to another year on the same rate(s) and terms & conditions subject to
  - (i) satisfactory performance of previous year;
  - (ii) mutual consent of both parties ;
  - (iii) and availability of funds.
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.
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 Tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender document 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 TENDERER'S

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

## 5. ELIGIBLE GOODS AND 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.

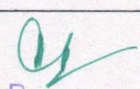
## B. TENDER ENQUIRY DOCUMENTS

### 7. CONTENT OF TENDER ENQUIRY DOCUMENTS

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

|             |                                                                    |
|-------------|--------------------------------------------------------------------|
| Section-I   | List of required Equipment                                         |
| 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 |

  
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|               |                                                                                                                                                                                                                                                                         |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | 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,B & C.                                                                                                                                                                                                                               |
| Section -X    | Bank Guarantee Form for Performance Security                                                                                                                                                                                                                            |
| Section -XI   | Contract Application Form- A                                                                                                                                                                                                                                            |
| Section -XII  | Higher Price/Lower Price Certificate                                                                                                                                                                                                                                    |
| Section- XIII | Pro Forma of Consignee Receipt Certificate                                                                                                                                                                                                                              |
| Section -XIV  | Annual Turnover Certificate                                                                                                                                                                                                                                             |
| 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

- 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 Tender document by issuing suitable amendment(s) to it. All such amendment will be notified only on the website <https://www.hptenders.gov.in>. No amendment or corrigendum in respect of this tender will be issued in the press. Prospective bidders are advised to visit aforesaid website regularly.
- 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. State

## 9. CLARIFICATION OF TENDER DOCUMENTS

A tenderer requiring any clarification on any issue of the Tender document may take up the same with the Tender Inviting Authority in writing on email-ID: [hpgdcshimla@gmail.com](mailto:hpgdcshimla@gmail.com) or [rkshpgdcshimla@gmail.com](mailto:rkshpgdcshimla@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. INSTRUCTION FOR e-TENDERING:-

### 10.1 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 only** 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 Demand Draft in favour of Principal, H.P. Govt. Dental College & Hospital, Shimla-1 should be submitted in a envelope and the same should be submitted in the O/O Principal, H.P. Govt. Dental College & Hospital, Shimla-1 along-with original catalogues, Brochures. The envelope should be superscripted "**Tender for the supply of Electrical Dental Chairs with Accessories**" The name of the bidder,

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complete postal address and Mobile No. must be mentioned on the left hand side of the envelope.

## 10.2 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 & 2808384 or M. No. 9418470020. 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 remain 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.

## 10.3 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 of only of those bidders who qualify Technical Bid criteria i.e. whose Electrical Dental Chairs with Accessories are found suitable after due demonstration to the technical committee.

## C. PREPARATION OF TENDERS

### 11. DOCUMENTS COMPRISING THE TENDER:

The **Two Bid Tender System** i.e. **Technical Bid** and **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 dental chairs before the technical committee. The date for demonstration of Electrical Dental Chairs with Accessories will be intimated later on. **Bidders must upload online the brochures/catalogues of quoted Electrical Dental Chairs with Accessories as well as submit (in original) brochure and other required document (Hard copy of the same may be provided by the concerned firm in the technical bid alongwith cost of Tender document & Earnest**

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**Money Deposit).**

- i) Cost of Tender document, Earnest money be furnished in accordance with GIT.
- ii) Tender application Form as per **Section -VII.**
- iii) Manufacturer's Authorization Letter in Original as per FORM-A contained in **Section-IX.** In case bidder is OEM then manufacturing license is to be submitted.
- iv) Power of Attorney in favour of signatory of Tender document and signatory of Manufacturer's Authorization Form.
- v) 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 tender document.
- vi) **The relevant copies of supply orders of last three years experience in supplying similar /same items to the Govt. organizations.**
- ix) Checklist as per **Section-XIV.** And certificate / documents to be uploaded as per check list.
- x) All documents should be filed and paged properly with covering letter.
- xi) List of quoted items along-with model's number and specifications.
- xii) Average annual turnover of bidder during the last three years which should not be less than ₹100.00Lakh (Rupees One Core only).

**B.) FINANCIAL BID/PRICE TENDER/BOQ:**

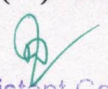
It shall contain financial bid / BOQ uploaded in.xls format which will be available for bidders on website <https://hptenders.gov.in> .The financial bid / BOQ will not be accepted in physical form. The Make, Model of the offered Dental Chairs should be mentioned in the relevant column of financial Bid/BOQ

**Note:-**

1. All uploaded pages of the Tender should be signed, page numbered and indexed.
2. It is the responsibility of tenderer to go through the Tender document to ensure furnishing all 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, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
5. Conditional Tenders shall not be considered.
6. Tender sent by fax/e-mail will be rejected.

**12. TENDER PRICES**

1. All the columns shown in the Financial Bid/BOQ should be filled up as required. Since Electrical Dental Chairs with Accessories require Comprehensive Annual Maintenance Charges (CAMC) for specific period, the same shall be quoted by the bidder in relevant column of the Financial Bid/BOQ.
  - i. The tenderer shall quote for the complete requirement of goods and services as specified in technical specifications.
  - ii. The prices in the corresponding price schedule shall be entered in the following manner:-
    - a. The price of the offered goods without GST should be quoted in the relevant column of Financial Bid/BOQ. GST shall be payable as applicable from time to time. **Electrical Dental Chairs with Accessories should be warranted for the period of (03) Three years. Thereafter, Comprehensive Annual Maintenance Charges**

  
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(CAMC) for a period of 05 (Five) years must be quoted in the relevant column of Financial Bid/BOQ.

- b. The quoted price should be inclusive of charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from factory/warehouse/ showroom to the consignee site, loading / Unloading and other local costs incidental to delivery of the goods to their final destination at HP,GDC&H, Shimla
- c. The quoted price should be inclusive of installation and Commissioning of the approved equipments.

### 13. 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.

- 14 **In case of** imported products OEM /Authorized seller should have registered office in India to provide after sale services. **The certificate to this effect should be submitted.**

### 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

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.
2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
  - a) In case of imported equipment, the tenderer (Principal National/ Authorized Distributor) offers to supply goods, which are manufactured by some other firm, the tenderer should be 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-IX**. 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 the tender document.
  - b) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India i.e. Principal National/Authorized Distributor 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.
  - c) 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.

  
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# 18. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO TENDER DOCUMENT.

- i. 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 Tender document. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and undertaking in respect of products, other technical details incorporated by the purchaser in the Tender documents to establish technical responsiveness of the goods and services offered in its tender.
- ii. 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.
- iii. If a tenderer furnishes false information/documents and/or misguiding data, statement(s) etc. about the technical eligibility/technical criteria of the goods and services offered by it, its tender will be liable to be ignored and rejected and Earnest Money Deposit of such bidder may be forfeited.

# 19. EARNEST MONEY DEPOSIT (EMD):

- i. The tenderer shall furnish Earnest Money for amount as indicated in Section-I. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.
- ii. The earnest money shall be in Indian Rupees only. The earnest money shall be furnished in **the shape of Demand Draft (DD)** as mentioned above.
- iii. The Demand Draft should be in favour of **"Principal, H.P. Govt. Dental College & Hospital, Shimla (HP) payable at Shimla only.**
- iv. The Earnest Money Deposit shall be retained till execution of contract with successful bidder and deposit of Performance Bank Guarantee. In case of unsuccessful tenderers Earnest money will be returned to them after the expiry of final/ bid validity period.
- v. 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.
- vi. **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.**
- vii. **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 for such items for which they are registered with them on**

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the production of attested copy of valid registration certificate.

## 20. TENDER VALIDITY

- 20.1 Each Bid shall remain valid for 180 (One Hundred & Eighty) days from the date of opening of technical bid prescribed by the purchaser. 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

- i. The bidders shall submit and upload their tenders as per the instructions contained in GIT Clauses. **Bidders shall upload scanned copy of original Technical Literature/Catalogues and submit original Technical Literature/Catalogues in the envelope containing cost of tender documents, EMD duly signed and stamped.** Financial bid will not be accepted in physical form.
- ii 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.**
- iii The tender shall be duly signed at the appropriate places as indicated in the Tender document and all other pages of the tender including printed literature, if any, shall be initialed by the same person(s) signing the tender.
- iv Documents pertaining to Technical Bid should be uploaded first along with proof of deposit of tender document fee and EMD as per SECTION-I.

## 22. PRE-BID MEETING

1. The Principal, H.P. Govt. Dental College & Hospital, Shimla may organize a Pre-Bid meeting with all interested Bidders 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 up to two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified to the Principal, H.P. Govt. Dental College & Hospital, Shimla of its representatives along with its authority letter to the Principal, HP, GDC&H, Shimla, at least one day prior to the Pre- Bid Meeting.
4. The Bidders are requested to submit any query or seek clarifications in writing, to reach the Principal, H.P. Govt. Dental College & Hospital, 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, H.P. Govt. Dental College & Hospital, Shimla in the course of the Pre-Bid Meeting.
6. The Principal, H.P. Govt. Dental College & Hospital, 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, H.P. Govt. Dental College & Hospital, Shimla at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the Principal, H.P. Govt. Dental

  
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College & Hospital, Shimla issues an Addendum for the same or the Principal, H.P. Govt. Dental College & Hospital, 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. The Principal, H.P. Govt. Dental College & Hospital, 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**

- i. The tenderers are to deposit the envelope containing Earnest Money Deposit in the office of the Principal, H.P. Govt. Dental College & Hospital, Shimla-1 on or before last date and time for submission of the tender.
- ii. 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 COST OF TENDER AND EARNEST MONEY DEPOSIT**

Delayed submission of cost of tender document, Earnest Money Deposit after the specified date and time fixed for receipt of above will be treated as "delayed" tender and will be rejected/ignored straight away.

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

The tenderer, after uploading of its tender, is permitted to alter/modify its tender prior to deadline fixed for uploading of tenders.

## **E. TENDER OPENING**

### **26. OPENING OF TENDERS**

- i. The Tender Inviting Authority will open the tenders at the specified date and time and at the specified place as indicated in the e- tendering schedule.
- ii. 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."
- iii. **Two Bid Tender systems as mentioned in Para-10 & 11 above will be as follows:**  
The Technical Bid will be opened first, those bidders who found qualified by the Committee as per terms and conditions of the tender documents shall be scrutinized and evaluated by the Tender Opening Committee of Experts with reference to parameters prescribed in the Tender 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.
- iv. Thereafter, the bidder found eligible as per eligibility criteria may be directed to make physically demonstration to their quoted **Electrical Dental Chairs with Accessories** on the

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specified date & time at H.P. Govt. Dental College & Hospital, Shimla in front of the Departmental Technical Committee of H.P. Govt. Dental College & Hospital, Shimla. The Bidders should have to arrange demonstration of **Electrical Dental Chairs with Accessories** 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. Technical Committee may ask for satisfactory report from previous users from the bidder.

- v. In case physical demonstration of the Electrical Dental Chairs with Accessories could not possible in the delivery location of this institution, the Technical Committee can ask for any clarification/document/ demonstration or physical demonstration of the product at the site of vendor and the cost towards the transportation, boarding & lodging of committee members will be borne by the Tenderer/Bidder and/or its nominated representative(s). The technical Committee after satisfaction shall make recommendations only in case of those products which fulfil the technical specifications criteria and only those products which conform to the technical specifications for opening of financial bids. **Thereafter, in the second stage, the financial bids of only the technically recommended/acceptable offers (as decided in the first stage) shall be opened for further evaluation.**

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

### **27. BASIC PRINCIPLE**

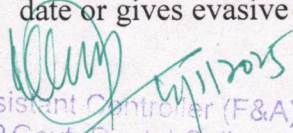
Tenders will be evaluated on the basis of the terms & conditions already incorporated in the Tender document, based on which tenders have been received. **The recommendations of the Technical Committee constituted by the Government of Himachal Pradesh shall be placed before the Purchase Committee for finalization of source and rate. Therefore, proposal will be evaluated on the basis of Quality cum Cost Based Evaluation where recommendations of the Technical Committee would be the essential parameter.**

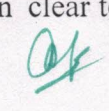
### **28. PRELIMINARY SCRUTINY OF TENDERS**

- i. The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed stamped, pagged and whether the Tenders are generally in order.
- ii. Prior to the detailed evaluation of Price Tenders, pursuant to GIT **Clause-34**, the Tender Inviting Authority will determine the substantial responsiveness of each Tender to the Tender Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Document. The Tender Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iii. If a Tender is not substantially responsive, it will be rejected by the Purchaser.

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

If during the preliminary examination, the Tender Inviting Authority find any minor infirmity and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority 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. The Tender Inviting Authority may also ask for clarification from the bidder through mail at the time of technical evaluation for which maximum time allowed to the bidder shall be 03(three) days. 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

  
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be liable to be ignored.

### 30. **DISCREPANCIES IN PRICES**

The price of the **Electrical Dental Chairs with Accessories** 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 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 three **financial years i.e. 2021-22, 2022-23 & 2023-24 as indicated in Section-XIII.**

### 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.
3. **The lowest bidder i.e. L-1 will be one whose total quoted amount (without taxes) (including base rate(s) & comprehensive maintenance charges for all the 05 (five) years) in the price schedule is LEAST/ MINIMUM.**

### 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, 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 Tender 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

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actions being taken against that tenderer, as deemed fit by the purchaser.

**G. AWARD OF CONTRACT**

37. Tender Inviting Authority has the right to accept any tender and to reject any or all tenders. Principal, H.P. Govt. Dental College & Hospital, Shimla 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 tenderers.

**38. AWARD CRITERIA**

The contract will be awarded to the lowest responsive bidder inclusive of Comprehensive Annual Maintenance charges (CAMC) after free warranty period and subject to approval of the Purchase Committee. **The Comprehensive Maintenance charges will be taken into account for the L-1 Selection / evaluation.**

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

The approved rates will be valid initially for a period of one year from the date of award of first supply order.

**40. NOTIFICATION OF AWARD**

Before expiry of the tender validity period i.e. 180 (One hundred & Eighty) days, the Principal, H.P. Govt. Dental College & Hospital, Shimla 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 Principal, H.P. Govt. Dental College & Hospital, Shimla, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices 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.**

**41. ISSUE OF CONTRACT**

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

**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-24** of GCC – Termination of default.

**43. RETURN OF EMD**

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned, as already specified in previous clauses.

**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: -

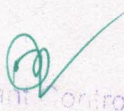
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:

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- 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 non competitive 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.

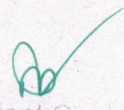
  
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## SECTION – III

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. APPLICATION

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

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

- (i) 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 Tender 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.
- (ii) 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.
- (iii) 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

- (i) 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.
- (ii) 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. The country of origin may be specified in the Price Schedule.
- (iii) Any bidder from a country which shares land border with India will be eligible to the bid in this tender only if registered with competent authority Bidder has to undertake compliance to this.

#### 5. PERFORMANCE SECURITY

The successful bidder shall furnish performance security to the purchaser(s) for an amount equal to 6% (six percent) of the total value of the purchase order (i.e. base rate of the product plus Comprehensive Maintenance Charges for all the 05 (five) years as quoted by the eligible bidder in the prescribed Price Schedule) within 15 (fifteen) days of issue of work 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-X** of this document. The Performance Security shall remain valid for a period of 60 (sixty) days from the date of completion of contract (i.e. the date on which

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the Comprehensive Maintenance Contract of a particular item for the final (fifth) year ends) to the best of satisfaction of Tender Inviting Authority.

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. The purchaser will release the Performance Security without any interest to the supplier on completion of the tenderer's all contractual obligations.

**NOTE:** *THE COMPREHENSIVE MAINTENANCE CHARGES FOR A PARTICULAR ITEM AND FOR A SPECIFIC YEAR WILL BE PAID TO BILL RAISING AUTHORITY AFTER COMPLETION OF ONE YEAR SUBJECT TO THE SATISFACTION OF THE TENDER INVITING AUTHORITY REGARDING SERVICES PROVIDED.*

**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' under **Sections-IV** of this document.

**7. PACKING AND MARKING**

- (i) 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 trans shipment (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.
- (ii) 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 under **Sections-IV** 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.

**(iii) Packing instructions:**

Unless otherwise mentioned in the Technical Specification under **Sections -IV**, 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**

- (i) The purchaser and/or its nominated representative(s) may 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

  
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tenderer or as specified in the Technical specifications Section-IV.

- (ii) 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.
- (iii) The **Electrical Dental Chairs with Accessories** shall be duly inspected by the concerned Head of the Department and the demonstration shall be given at H.P. Govt. Dental College & Hospital, Shimla. 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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

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 within 60(Sixty) days from the date of issue of supply order sent through email followed by post. In case of any delay to deliver the **Electrical Dental Chairs with Accessories** in specified period mentioned in the purchase order a penalty of 0.5% (zero point five per cent) per week of the total value of the Dental Chair will be deducted up to a maximum of 10% (ten per cent). 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.
2. Any supply which is substandard the bidder will have to returned/taken back at his/her own expenditure.
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.

  
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4. Rates should be quoted on F.O.R door step delivery basis at H. P. Govt. Dental College & Hospital, Shimla-171001 Central Store 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:**

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/equipments 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 (three) months after the receipt of goods by the Consignee. If the Electrical Dental Chairs with Accessories are not commissioned and handed over to the consignee within 60 (sixty) days from the date of issue of supply order sent through email followed by post, 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**

- (i) 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:**

sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc. 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**

- (i) The tenderer shall be required to perform the following services.
- i) Installation & commissioning, Supervision and Demonstration.
  - ii) Providing required jigs and tools for assembly, minor works required for the completion of the installation if required.
  - iii) Training of Consignees Doctors, Staff, operators etc. for operating and maintaining the good.
  - iv) Supplying required number of operation & maintenance manual for the goods.

#### 14. **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

  
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arrangement within 48(forty eight) 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 by registered post / speed post (or as instructed in the contract):

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

#### 15. **WARRANTY :**

The successful tenderer shall warrants the **Dental Chairs** for Three (03)Years comprehensively 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:-

- (i) 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.
- (ii) 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 07 (seven) days on a 24 (twenty four) hrs x 07 (seven) days x 365 (three hundred & sixty five) days basis, repair or replace the defective goods or parts thereof, free of cost, at the final destination. The tenderer shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
- (iii) In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period equivalent to three times of down time period from the date of such rectified/ replaced goods starts functioning to the satisfaction of the purchaser apart from invoking penalty clauses for delay in services.
- (iv) If the supplier, having being notified the fault, fails to correct the defect(s) arising either during the warranty or Comprehensive Maintenance Contract period within 03 (three) days on a 24 (twenty four) hrs x 07 (seven) days x 365 (three hundred & sixty five) basis, the penalty shall be imposed @ 0.5% (zero point five per cent) per week of the total cost of machine subject to the maximum of 10% (ten per cent) of the total cost the machine.
- (v) **During Warranty period and CMC period, the supplier is required to visit at each consignee's site at least once in 03 (three) months commencing from the date of the installation for preventive maintenance of the goods apart from the services related calls registered by the consignee/ purchaser.**
- (vi) CMC shall include preventive maintenance including calibration as per technical/ service/ operational manual of the manufacture, service charges and spares, after satisfactory completion of warranty. During the CMC period commencing from



date of the successful completion of warranty period. Service personnel shall visit each consignee site as recommended in the manufacture's technical/services/operational manual, at least once in 03 (three) months. CMC shall not be including the consumables.

- (vii) The tenderer shall ensure continued supply of the spare parts for the Electrical Dental Chairs with Accessories supplied by them to the purchaser for **10 (ten) years** or the rated life of the Dental Chairs, whichever is higher from the date of installation and handing over.

#### 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 Rate 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 Dental Chairs 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

- (i) Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser. Only GST will be payable as applicable from time to time.
- (ii) Further instruction, if any, shall be as provided in the GCC.

#### 21. TERMS AND MODE OF PAYMENT

##### PAYMENT TERMS

- (i) 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 for Domestic Goods or Foreign-Origin Located Within India.**

Payment shall be made in Indian Rupees as specified in the contract in the following manner by the purchaser:-

90% (Ninety per cent) payment of the purchase order **excluding price quoted for annual CMC charges** shall be paid 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

  
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consignee with stock page entry including Proof of Delivery (POD).

- (ii) After satisfactory installation and functioning report in original issued by the concerned Head of the Department (within one month from the date of installation).
- (iii) 10% (Ten per cent) payment of the purchase order shall be paid after three (03) months from the date of installation of satisfactory working of the installed equipment.
- (ii) The supplier shall not claim any interest on payments under the contract.
- (iii) 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.
- (iv) **The price quoted for CMC shall be paid on yearly basis after successful completion of said period duly certified by the user.**

## 22. DELAY IN THE SUPPLIER'S PERFORMANCE

- (i) 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.
- (ii) 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% (zero point five per cent) per week of the total value of the equipment/ goods will be deducted up to a maximum of 10% (ten per cent). 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)
- (iii) 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.
- (iv) 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.
- (v) 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

  
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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

- (i) Subject to **GCC clause-20**, 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

- (i) 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.
- (ii) 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.
- (iii) 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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

  
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## 27. TERMINATION FOR CONVENIENCE

- (i) 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.
- (ii) 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

- (i) 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 e-mail 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.
- (ii) 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

- (i) 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.
- (ii) 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 Principal Secretary/ Secretary (Health) to the Govt. of H. P.
- (iii) **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/ LEGAL JURISDICTION

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All legal disputes are subject to the jurisdiction of Shimla courts only.

## 32. GENERAL/ MISCELLANEOUS CLAUSES

- (i) 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.
- (ii) Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

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- (iii) The Supplier shall notify the Purchaser of any material change which would impact on performance of its obligations under this Contract.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the contract.

**33. REQUIRED DELIVERY AND INSTALLATION SCHEDULE**

Required Delivery & Installation Schedule: 60(Sixty) days from the date of issue of Purchase Order through e-mail followed by post to deliver & install at consignee site i.e. H.P. Govt. Dental College & Hospital, Shimla.

**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. Concerned Department, H.P. Govt. Dental College & Hospital, Shimla-171001 for a period including 02 months beyond date of delivery.

**37. TRAINING:**

On Site training to Doctors/Technicians/staff is to be provided by Manufacturer/ Principal National Distributor for operation and maintenance of the Dental Chairs to the satisfaction of the consignees.

**Destination/Consignee details will be given in Purchase Orders.**

  
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## SECTION-IV

### LIST OF EQUIPMENTS AND TECHNICAL SPECIFICATIONS – GENERAL AND SPECIFIC

#### LIST OF QUOTED DENTAL CHAIRS:

| Sr No | Description of Dental Chairs and services | Total Quantity (Nos.) | Comprehensive Warranty Period | CMC period after expiry of warranty period |
|-------|-------------------------------------------|-----------------------|-------------------------------|--------------------------------------------|
| 1     |                                           |                       |                               |                                            |

#### **Technical Specifications – General Requirements**

- 1. Pre-requisite for Dental chairs installation:** The pre-requisites for installation of dental chairs should be clearly defined in the technical proposal by bidder and the cost for pre-requisite for installation should be borne by bidder. Before proceeding for installation, bidder to confirm that pre-requisite for installation are completed on site
- 2. Installation of Dental Chairs:** Selected/Awarded bidder has to install the delivered dental chairs by certified or qualified personnel. Bidder to provide user training to end user during installation.
- 3. Service/Maintenance:** The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed technical personnel with adequately provisioned spare part store allowing responding to any complaints and to repair within 07(seven) days /replace the unit within 14 (fourteen) days of receipt of complaint.

#### **4. Comprehensive Warranty Period & CMC Services:**

| Equipment Name                        |                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comprehensive Warranty Period         | 03 Years, Warranty period starts from installation of equipment at site.                                                                                                                                                                                                                                                                                                           |
| Services under Comprehensive Warranty | Besides activities mentioned in Comprehensive Maintenance Services it includes replacement of parts, consumables etc. during the warranty period                                                                                                                                                                                                                                   |
| Comprehensive Maintenance services    | It includes following during warranty & CMC period: <ul style="list-style-type: none"> <li>• Breakdown calls to be attended as and when required</li> <li>• It includes replacements of part, consumables etc. as per the agreed price list. <b>The price list for spare parts, consumables for the CMC period to be provided in the financial proposal of the bid.</b></li> </ul> |
| CMC Period:                           | 05 years after comprehensive warranty period                                                                                                                                                                                                                                                                                                                                       |

- 5. Equipment Manual:** Installation, Operator, Maintenance/Service manuals in English should be provided with Dental Chairs.
- 6. Spare part list:** Bidder to submit the spare part list including the cost for quoted Dental Chairs
- 7. Accessories list:** Bidder to submit the accessories list including the cost for quoted equipment
- 8. Factory Calibrated Certificate:** Dental Chairs must be supplied with valid calibration certificate stating that the equipment has been calibrated at factory.
- 9. Packing data**  
Packing data are not necessarily part of the bidding process but are needed for shipment and for customs declarations.

  
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Net weight. Gross weight.

Dimensions (W × H × D) in cm.

Appliances must be transported upright.

10. The design and workmanship of **Dental chairs** offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in India, especially humidity (e.g. <90% at 35°C), permissible ambient temperature (e.g. +5°C to +45° C), protection against fungi, and possible spikes in the electric network.
11. **ISO-9001 & 13485:-** The manufacturer must have Manufacturer System Certified to ISO-9001 & 13485.
12. **Safety standards:-** Safety break system in the Dental Chairs should be base and back. Dental Chairs must comply with ISI certification as per BIS Standards, CDSCO/SLA Certification or any equivalent international safety standards such as IEC- 61010 and IEC-60601etc.

#### TECHNICAL SPECIFICATIONS OF PORTABLE DENTAL CHAIR WITH UNIT

| Sr. No | Name of the Department            | Technical Specification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Qty. |
|--------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1.     | Deptt. Of Public Health Dentistry | <p><b>Dental Chair with Portable Unit:</b> Ergonomic Headrest, Adjustable Backrest, Premium Quality aluminum Body, Adjustable Leg Rest, Dental Operatory LED light, Apparatus tray with balancing arm, Can bear weight upto 120kg, Adjustable seat height spittoon (waste basin)</p> <p><b>All In One Portable Unit:</b> Built in Air-compressor with storage tank, 3-way syringe, Saliva ejector/suction, 1Ltr. water reservoir, foot Pedal, High speed air turbine handpiece, Scalar cable, High intensity, LED light cure unit, Built in Micromotor unit one set each of all items.</p> <p><b>Attachments:</b> Micro-motor handpiece, Air rotor, Scalar, Light cur gun.</p> | 02   |

  
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**SECTION-IV****TECHNICAL SPECIFICATIONS OF ELECTRICAL DENTAL CHAIRS WITH ACCESSORIES**

| Sr.No | Name of the Department                        | Technical Specification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Quantity |
|-------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1.    | Deptt. of Oral Medicine and Radiology         | <p>Body contoured electrically operated Dental Chair with zero program with right arm rotatable. LED operating light, having on and off and intensity control by non-touch sensor with 3 directional movements. Chair side porcelain spittoon with auto water connection. High and low vacuum dry suction with auto drain and auto flush. Modular (delivery hanging system). Air rotor points 02 Nos. Micromotor 35000 rpm with digital display of speed. Three way syringe 02 Nos, one operator/one assistant Scalar (in built) with 5 scalar tips. Light cure gun cordless. S.S. instrument tray. X-ray viewer. Dental operator stool.</p> <p><b><u>Accessories with each chair</u></b></p> <p>1. Dental compressor 01HP<br/>2. Press button, high performance air rotor preferably NSK.</p> | 05       |
| 2.    | Deptt. of Orthodontics                        | <p>Electrically operated dental chair (Chair up and down and back wrest movement) Unit fitted with atleast two intensity operating LED light. Auto water connection for spittoon and tumbler. Air venturay suction, Inbuilt and attached light cure unit with high intensity, light cure gun. Micromotor with hand piece. Air rotor handpiece. Intra Oral Camera with transparent water booster. 3 way syringe, stainless steel instruments tray -X-ray viewer and dental operator stool.</p>                                                                                                                                                                                                                                                                                                  | 06       |
| 3.    | Deptt. of Peadiatric and Preventive Dentistry | <p>Body contoured eelectrically operated dental chair with Zero program with right arm rotatable, LED light operating light having on/off and intensity control by non touch sensor with 03 directional movements. Chair side porcelain spittoon with auto water connection. High and low vacuum motorized suction with auto drain and flush system. Modular (delivery hanging system). Air rotor points 02 Nos. Micromotor 35000rpm with digital display of speed. Three way syringe 02 Nos, Scaler attached with 05 scaling tips. Light cure attachment cordless. S.S.instrument tray. X-ray viewer. Dental operator stool.</p>                                                                                                                                                              | 06       |

R. Guruswamy  
Signature

Signature

Signature

**NOTE:** The Tender Inviting Authority (Buyer) has right to increase or decrease the quantity.



## SECTION-V

### GENERAL POINTS FOR AWARD OF CONTRACT

#### GENERAL POINTS:

##### 1. WARRANTY:

- a) Three years Comprehensive Warranty as per Conditions of Contract of the Tender document for completes (including all parts and accessories) and satisfactory installation, commissioning, trial run & handing over of Dental Chairs to H.P. Govt. Dental College & Hospital, Shimla.
- b) Further there will be 98% (ninety eight per cent) up-time Warranty during CMC of complete **Dental Chairs** (including all parts and accessories of the Dental Chairs with extension of warranty period by three times the downtime period on 24 (twenty four) hrs x 7 (seven) days x 365 (three hundred & sixty five) basis.

**All spare parts/software updates should be provided free of cost during Warranty period.**

##### 2. AFTER SALES SERVICE (DURING WARRANTY AND CMC PERIOD):

After sales service centre should be available in Himachal Pradesh or nearby area on 24 (twenty four) hrs x 07 (seven) days x 365 (three hundred & sixty five) basis. Complaints should be attended properly, maximum within 03 (three) days. The service should be provided directly by Tenderer. In case of delay beyond 24 (twenty four) hours within warranty and CMC period, penalty of 0.5% (zero point five per cent) per week of actual price of Dental Chair shall be imposed subject to maximum of 10% (ten per cent). The bidder etc. should ensure that the spares for the Dental Chairs shall be available for at least 10 (ten) years or rated life of the Dental Chairs, whichever is higher, from the date of supply.

##### 4. ADDITIONAL CLAUSE FOR COMPREHENSIVE MAINTENANCE CHARGES:

1. CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in three months or as per user requirement. Cost of consumables shall not be included in CMC.
2. CMC charges to be indicated as percentage of cost of Dental Chairs quoted for each year after the warranty period.
3. GST shall be included in the CMC Charges quoted.
4. Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
5. The payment of CMC will be made on annual basis after satisfactory completion of said period, duly certified by end user.
6. The bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
7. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 05 year CMC selected: -

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H.P. Govt. Dental College  
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CMC charges for 1st year after warranty period– Percentage to be indicated- A1  
 CMC charges for 2nd year after warranty period– Percentage to be indicated- A2  
 CMC charges for 3rd year after warranty period – Percentage to be indicated- A3  
 CMC charges for 4th year after warranty period – Percentage to be indicated- A4  
 CMC charges for 5th year after warranty period – Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

- 7.1. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.
- 7.2. In the price evaluation, the system shall provide function to calculate the cost of each Dental Chairs by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables:
  - (i) Number of years for which CMC required.
  - (ii) Number of years of product warranty.

**The formula for calculating total cost including CMC charges shall be as under:**

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on.

C- Cost for equipment quoted and n shall be number of years of product warranty specified.

If 02 year warranty specified, n shall be 02 and if 05 year warranty specified, n shall be 05. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

- 7.3. CMC charges offered for each subsequent year should be same or higher than preceding year.
- 7.4. The CMC charges shall be offered within range of 03 to 07% of cost of equipment.

8. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
9. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
10. In case of splitting of order quantity, equipment cost and CMC charges offered by L-1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.
11. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on annual basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 01 above.
12. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

  
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~~special tools etc. required to carry out the work.~~

### Section – VI

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                     |  |

#### Declaration

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.

**\*NOTE: Address on all the documents should not mismatch. In case of address mismatch, please submit a self attested chronological list of organization/ firm addresses.**

#### Signature and seal of the Tenderer

- 2 The Bidder should be Original Equipment Manufacturer (OEM) 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- IX (Form-A)**
- 5 The Tenderer (or Manufacturer) should have supplied/ installed quoted Dental Chairs in the last three years **(as per Pro Forma-"A")**
- 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-IX** 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-IX** 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 **2021-22, 2022-23 & 2023-24** (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.**

  
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## PRO FORMA "A"

## PRO FORMA FOR PAST EXPERIENCE

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

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

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

Signature and seal of the Tenderer

**Note:-** Minimum two or more purchase orders is the required from previous users in Central/ State /PSU/Govt. Hospital form the bidders to qualify.

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And Hospital, Shimla



**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.

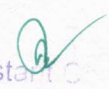
We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

\_\_\_\_\_  
(Signature with date)

\_\_\_\_\_  
(Name and designation)

Duly authorized to sign tender for and on behalf of

  
Assistant Controller (F&A)  
H.P.Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P.Govt. Dental College  
And Hospital, Shimla



## SECTION – VIII

### PRICE SCHEDULE

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

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

  
Assistant Controller (F&A)  
H.P. Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P. Govt. Dental College  
And Hospital, Shimla



**SECTION – IX FORM-A****MANUFACTURER'S AUTHORISATION FORM**

To

---



---

(Name and address of the purchaser)

Dear Sir,

Ref. Your Tender 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 Messrs \_\_\_\_\_ (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 Tender document 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 Tender document 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 Tender document.

Yours faithfully,

---

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

[Name &amp; 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. Copy of manufacturing licence from OEM be also uploaded.

  
Assistant Controller (F&A)  
H.P.Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P.Govt. Dental College  
And Hospital, Shimla



**SECTION – IX- 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- Dated 31-1-2025 regarding procurement of the **Electrical Dental Chairs with Accessories** 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/we, therefore, competent to make this declaration.

Yours very truly,

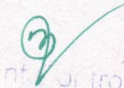
Name: \_\_\_\_\_

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

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

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

**NOTE:** Declaration should be uploaded on stamp paper of ₹20/- (Rupees Twenty Only) and the same should be notarized.

  
Assistant Controller (F&A)  
H.P. Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P. Govt. Dental College  
And Hospital, Shimla



**SECTION – IX FORM – C****DECLARATION REGARDING NON- BLACK LISTED**

To

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

**(E-TENDER FOR SUPPLY OF ELECTRICAL DENTAL CHAIRS)**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No. HFW(GDC)G(3)-5/99-602 Dated 31-1-2025 regarding procurement of the **Electrical Dental Chairs with Accessories** 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 ₹20/- (Rupees Twenty Only) and the same should be notarized.

  
Assistant Controller (F&A)  
H.P. Govt Dental College  
And Hospital, Shimla

  
Principal  
H.P. Govt Dental College  
And Hospital, Shimla



## 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 6% (Six percent) of the total value of the Purchase Order ( i.e. base rate of the product plus Comprehensive Maintenance Charges for all the 05 (five) years as quoted by us in the prescribed Price Schedule), 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 is valid up to \_\_\_\_\_(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

**NOTE: Performance Security should remain valid for a period of 60 (sixty) days from the date of completion of contract (i.e. the date on which the Comprehensive Maintenance Contract of a particular item for the final (Fifth) 05 year ends) to the best of satisfaction of Procuring Department.**

  
 Assistant Controller (F&A)  
 H.P. Govt. Dental College  
 And Hospital, Shimla

  
 Principal  
 H.P. Govt. Dental College  
 And Hospital, Shimla



**SECTION – XI****CONTRACT (FORM – A)****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS, WARRANTY OF GOODS & CMC****To**

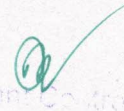
The Principal,  
H.P. Government Dental  
College & Hospital, Shimla-1

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 Tender 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 02 and 03 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 Tender document shall also apply to this contract.

  
Assistant Controller (F&A)  
H.P. Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P. Govt. Dental College  
And Hospital, Shimla



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 the Electrical Dental Chairs with Accessories (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule of 60(Sixty) days from the date of issue of supply order through e-mail 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.

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

Received and accepted this contract

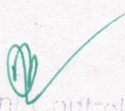
\_\_\_\_\_  
 (Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

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

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

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

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

  
 Assistant Controller (F&A)  
 H.P. Govt. Dental College  
 And Hospital, Shimla

  
 Principal  
 H.P. Govt. Dental College  
 And Hospital, Shimla



**SECTION – XII****HIGHER PRICE/LOWER PRICE CERTIFICATE**

1. I/We \_\_\_\_\_ hereby certify that the prices quoted by us in Tender Enquiry # \_\_\_\_\_ are not higher than the prices:

{a} Charged by us to wholesalers or for institutional supplies;

2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry # \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government/ Semi Government/ Public/ Charitable Trust Organization/ Institution within the period of 180 days preceding the last date of submission of the tender.
3. I/We hereby undertake that I/We will not supply or quote for any item in Tender Enquiry # \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization/ Institution within the period of validity of the offer / rate contract.
4. I/We also undertake to bring to the attention of the Principal, H.P. Govt. Dental & Hospital, Shimla any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of the Principal, H.P. Govt. Dental & Hospital, Shimla with regards to the determination of quantum payable shall be final.

**Date:**

**Name & Signature of the Tenderer**

*Note: Base price excluding transportation shall be taken for the purpose of comparison as per the case.*

  
Assistant Controller (F&A)  
H.P. Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P. Govt. Dental College  
And Hospital, Shimla



**SECTION – XIII****Pro-Forma 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: \_\_\_\_\_

  
 Assistant Controller (F&A)  
 H.P. Govt. Dental College  
 And Hospital, Shimla

  
 Principal  
 H.P. Govt. Dental College  
 And Hospital, Shimla



**SECTION – XIV****ANNUAL TURNOVER CERTIFICATE**

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 Lakh (₹) |
|---------|----------------|----------------------|
| 1.      | 2021-22        |                      |
| 2.      | 2022-23        |                      |
| 3.      | 2023-24        |                      |
|         | <b>TOTAL</b>   |                      |

Average Annual turnover during the financial year 2021-22, 2022-23 & 2023-24 is  
₹..... Lakh

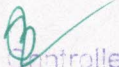
Signature of Chartered Accountant  
(Name in Capital)

Membership No. UDIN:

Date:

Seal:

**NOTE:** Minimum average annual turnover should be ₹100.00Lakh (Rupees One Core only).

  
Assistant Controller (F&A)  
H.P.Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P.Govt. Dental College  
And Hospital, Shimla



## SECTION – XV

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

**Name of Tenderer:**

| S. No | Activity                                                                                                                                                                                                                                         | Yes/No / NA | Page No. in the Tender document | Remarks |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------|---------|
| 1     | Have you uploaded & submitted proof of deposit of cost of tender document amount?                                                                                                                                                                |             |                                 |         |
| 2     | Have you uploaded & submitted proof of deposit of Earnest Money Deposit?                                                                                                                                                                         |             |                                 |         |
| 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 annexure Section –IX (FORM- A) (copy of manufacturing licence from OEM be also uploaded )                                                                                                  |             |                                 |         |
| 5     | Have you uploaded Copy of Manufacturing Licence? (In case if OEM is itself a bidder)                                                                                                                                                             |             |                                 |         |
| 6     | Have you uploaded Turn-Over certificate as per annexure "Section-XIII"?                                                                                                                                                                          |             |                                 |         |
| 7     | Have you uploaded Income Tax Return for the Financial Year 2021-22 , 2022-23 & 2023-24?                                                                                                                                                          |             |                                 |         |
| 8     | Have you uploaded copy of GST Registration certificate?                                                                                                                                                                                          |             |                                 |         |
| 9     | Have you uploaded PAN?                                                                                                                                                                                                                           |             |                                 |         |
| 10    | Have you uploaded Declaration in Section-IX FORM-B on stamp Paper of ₹100/- (Rupees One hundred only)?                                                                                                                                           |             |                                 |         |
| 11    | Have you uploaded Pro Forma-"A" regarding past performance for the period of last preceding 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 (ten) years or rated life of the Equipment, whichever is higher, from the date of supply |             |                                 |         |
| 14    | Have you uploaded Section-IX (Form C)                                                                                                                                                                                                            |             |                                 |         |
| 15    | Have you uploaded Higher Price/Lower Price Certificate as per format in Section -XII?                                                                                                                                                            |             |                                 |         |
| 16    | Do you fully accept payment terms as per Tender document?                                                                                                                                                                                        |             |                                 |         |
| 17    | Do you accept the warranty and CMC period as per Tender document?                                                                                                                                                                                |             |                                 |         |
| 18    | Have you uploaded documents establishing your Eligibility & Qualification Criteria as per Tender documents?                                                                                                                                      |             |                                 |         |
| 19    | Have you uploaded clause-by-clause technical compliance statement (Fact Sheet) for the quoted Equipment vis-à-vis the Technical specifications?                                                                                                  |             |                                 |         |

Assis  
H.P.G. Dental College  
And Hospital, Shimla

Principal  
H.P.Govt Dental College  
And Hospital, Shimla



|    |                                                                                                             |  |  |  |
|----|-------------------------------------------------------------------------------------------------------------|--|--|--|
| 20 | In case of Technical deviations in the compliance statement, have you identified and marked the deviations? |  |  |  |
| 21 | Do you accept the whole tender document in toto?                                                            |  |  |  |

**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 tenderer 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)

  
Assistant Controller (F&A)  
H.P.Govt. Dental College  
And Hospital, Shimla

  
Principal  
H.P.Govt. Dental College  
And Hospital, Shimla