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

(E-TENDER FOR SUPPLYOF DENTAL MATERAIL FOR H. P. GOVERNMENT DENTAL COLLEGE & HOSPITAL (IGMC), SHIMLA-171001

Tender Ref. No. HFW(GDC)G(3)-5/99- 811 Dated: **03 -04-2023**

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

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

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

E-mail: **rkshpgdcshimla@gmail.com and hpgdcshimla@gmail.com**

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

Office: Shimla-171001, HP India

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

Website: https://www.hptenders.gov.in And http://www.hpgdcshimla.org.in

Email: hpgdcshimla@gmail.com and rkshpgdcshimla@gmail.com

Tender Ref. No. No. HFW(GDC)G(3)-5/99-811 Dated: **03-04-2023**

NOTICE FOR INVITING E-TENDER

1. Principal, H.P. Government Dental College & Hospital, Shimla invites E- Tender from the eligible & qualified bidders as per terms of the tender document for the supply of **Dental Material** required for 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. **04-04-2023 to 25-04-2023** up to 1:00 PM against the payment of Rs.1000/- in shape of DD in favour of Principal, H.P. Government Dental College & Hospital, Shimla .

3. The Various timelines as regarding the tender process are a part of the tender documents itself. However, the last date and time for submission of bid is **25-04-2023** upto 1:00 PM 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.

-Sd-
Principal
H.P. Govt. Dental College
And Hospital, Shimla-171001.
Cont. No. 0177-2658838, M.No. 9418070020
e-mail-id: hpgdcshimla@gmail.com

H. P. GOVERNMENT DENTAL COLLEGE & HOSPITAL, SHIMLA

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

Website: https://hptenders.gov.in and https://www.hpgdcshimla.org.in

E-mail: hpgdcshimla@gmail.com and **rkshpgdcshimla@gmail.com**

E-TENDER FOR SUPPLY OF DENTAL MATERIAL

E-Tendering Schedule of Event:-

Date & Time of on-line publication :	**04-04-2023**
Period for Downloading of e-tender document :	**04-04-2023 to 25-04-2023 upto 1:00 PM**
Date for pre-bid meeting	**17-04-2023 at 2:30 PM**
Issue of Addendum /revised Tender Document (if required)	On or before 19-04-2023 On the following website: https://hptenders.gov.in
Last date and time of physical submission DD towards payment of tender cost and EMD.	**25-04-2023 upto 1:00 PM** in the O/O Principal, H. P. Govt. Dental College & Hospital, Shimla-1
Submission required	Technical Bid and Financial Bid
Language of Bid	English
Currency of bid	Indian National Rupees (INR)
Contract period	Term of contract will be for Two (02) year and may be extended for another year as per performance on same rates.
Address for bid submission	https://hptenders.gov.in
Validity of the Bids	180 days from last date for submissions of the bid documents excluding the last date of submission.
Eligibility to Bid	For the purpose of this Tender Document, eligible Bidders shall mean a company which fulfills the eligibility criteria as per the Tender document.
Date & Time and Venue for opening of Technical Bid :	**25-04-2023 at 2:30 PM** Venue: **In the Chamber of Principal, H. P. Govt. Dental College & Hospital, Shimla**
Contact details for all quaries:	**Name:** Dr. Ashu Gupta, Principal **Address:** H.P. Govt. Dental College & Hospital, Shimla **Contact No**.: 0177-2658838, or M.No. 9418070020 Asstt. Controller (F&A) M.No. 9459226169 **E-mail**: hpgdcshimla@gmail.com
Demonstration of quoted Dental Material by Technically qualified	Date will be communicated later on.

Bidders.	
Cost of the tender document :	**Rs. 1,000/-** Demand Draft in favour of **Principal-, H. P. Govt. Dental College & Hospital, Shimla** {Non Refundable}
Earnest Money Deposit (EMD) :	**The tender must be accompanied with an earnest money Rs. 50,000/- (Rupees Fifty Thousand only**) in the shape of Fixed Deposit Receipt (FDR) issued by scheduled Bank duly pledged in favour of Principal, H. P. Govt. Dental College & Hospital, Shimla. The FDR should be valid for a period of one year. The FDR must be issued from the bank account of the bidder.
i) Tenderer shall ensure that Proof of deposit of Cost of tender document, Earnest Money Deposit and hard copy of technical bid are dropped in the tender box placed in the office of **Principal, H. P. Govt. Dental College & Hospital, Shimla (HIMACHAL PRADESH)** on or before the last date and time indicated above for opening of technical bid. ii) If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.	

ELIGIBILITY OF BIDDERS:

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

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

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

SECTION – I

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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SECTION – I

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. DEFINITIONS AND ABBREVIATIONS

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

i. **"Addendum or Addenda**" means document issued in continuation or as modification or as clarification to certain points in the tender documents. The bidder would need to consider the main document as well as any addenda issued subsequently for responding to the bid. Any addendum issued subsequently to the main document shall be binding on the prospective bidders, whether or not they convey their acceptance of the same.

ii. **"Bid"** refers to the qualification and the financial bids submitted by an eligible bidder pursuant to the release of this Tender Document as per the provisions laid down in this Tender Documents and any addenda, if issued subsequently.

iii. "**Bidder**" shall mean any eligible company/firm which has submitted its bid in response this tender released by the State government.

iv. **"Bid Inviting Authority"** shall mean the Principal, H.P. Govt. Dental College and Hospital, Shimla.

v. **"Bid Validity period"** shall means the period 180 days from the bid date (excluding the last date) for which bid shall remain valid.

(vi) **"Consignee"** means Principal, HP,GDC, Shimla/person to whom the goods are required to be delivered as per the purchase order. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the purchase order as that "another" person is the consignee, also known as ultimate consignee.

(vii) **"Contract"** means the written agreement entered into between the purchaser and the tenderer, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) **"Day"** means and shall be interpreted as calendar days unless otherwise specified.

(ix) **"Earnest Money Deposit" (EMD)** means Bid Security to be furnished by a tenderer along with the tender.

vi. **"Goods"** means the Dental Material & Consumables etc. which the bidder supplier is required to supply to the purchaser under the contract.

vii. **"Inspection"** means activities such as measuring, examining, testing, and gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

viii. **"Material Misrepresentation"** shall means an act of intentional hiding of fabrication of a material fact which ,if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.

(x) **"Performance Security"** means monetary or financial guarantee to be furnished by the successful bidder/tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee (PBG).

ix. **"Purchaser"** means the "**PRINCIPAL, H.P. GOVT. DENTAL COLLEGE & HOSPITAL, SHIMLA"** purchasing goods and services as incorporated in the Tender Enquiry document.

x. "**Selected Bidder**" shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the contract with the **Principal, H. P. Govt. Dental College & Hospital, Shimla.**

xi. **"Services"** means services allied and incidental to the supply of goods, such as

transportation, demonstration, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the bidder/supplier covered under the contract.

xii. **"Specification"** means the document/standard that prescribes the requirement with which goods or service has to conform.

xiii. **State Government"** refers to the duly elected Government in the State in which the tender is issued.

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

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

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

PURPOSE OF THIS TENDER DOCUMENT:-

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

2. INTRODUCTION

1. **Principal, H.P. Govt. Dental College & Hospital, Shimla-1** invites E-tender for supply of Dental Material and other items on behalf of State Government of Himachal Pradesh for a **period of two year from the date of finalization of rates. However, the tender period can be further extended on the same rates by the Indenting authority till fresh tender, as per necessity subject to satisfactory performance by the bidder and fulfillment of all the terms and conditions of the tender by the successful bidder**.
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 TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender**.**

3. LANGUAGE OF TENDER

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

4. ELIGIBLE TENDERER'S

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

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	General Instructions to Tenderers (GIT)
Section-II	General Conditions of Contract (GCC)
Section-III	Technical Specifications
Section -IV	Technical Bid Qualification Criteria and Documents to be submitted and uploaded with Technical Bid claim.

Section -V	Tender Application Form (Declaration)
Section -VI	Price Schedule (FORMAT ONLY) 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.
Section -VII	Deleted
Section -VIII	Manufacturer Authorization, FORM-A (Declaration regarding acceptance of terms & Conditions) and FORM-B (Declaration regarding past performance).
Section -IX	Bank Guarantee Form for Performance Security
Section -X	Contract Application Form- A
Section -XI	Performa of Consignee Receipt Certificate
Section- XII	Annual Turnover Statement
Section -XIII	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

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

9. CLARIFICATION OF TENDER DOCUMENTS

A tenderer requiring any clarification on any issue of the TE documents may take up the same with the Tender Inviting Authority in writing on email-ID: hpgdcshimla@gmail.com or 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. INSTRUCTIONS FOR SUBMISSION OF COST OF E-TENDER DOCUMENT AND EARNEST MONEY DEPOSIT:

The tender document and other instructions can be downloaded or viewed from the portal https://www.hptenders.gov.in and cost of tender document (Non- Refundable) as mentioned in the tender form shall have to be deposited in the shape of Demand Draft favoring **Principal, H.P. Govt. Dental College & Hospital, Shimla-1 payable at Shimla** before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed

Deposit Receipt(FDR) pledged 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 -171001 along-with original catalogues, Brochures of the quoted Dental Material. The envelope should be superscripted **"Tender for the supply of Dental Material to be opened on 25-04-2023"** The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side of the envelope.

10.1 INSTRUCTIONS FOR E-BIDDING

1. The bidders should register on website https://www.hptenders.gov.in & obtain User-ID and Password before tendering. In case of any problem; you may contact the PRINCIPAL / ASSTT. CONTROLLER (F&A) HP, GDC, SHIMLA on Phone No.0177-2658838 or M.No. 9418070020(Principal) Entire tender process will be carried out on-line through above mentioned website. Bidders are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.
2. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.
3. Bidders are advised to check / see website https://www.hptenders.gov.in regularly to check for any amendment/corrigendum in the tender document. All subsequent notifications /amendments/notices shall be published only on the aforesaid website.
4. The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of bidders who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

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

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

C. PREPARATION OF TENDERS

11. DOCUMENTS COMPRISING THE TENDER:

1. The **Two Bid Tender System** i.e. **Technical Bid" and "Price/Financial 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-VII &

Tender document, to determine the eligibility of the bidder. Thereafter, the technically qualified bidders shall demonstrate their quoted dental material before the technical committee. The date for demonstration of quoted Dental Material will be intimated later on. **Bidders must upload the original brochures/catalogues of quoted Dental Material and other required document are required to be uploaded online and hard copy of the same may be provided by the concerned firm in the technical bid to be submitted in in the envelope containing Cost of Tender document, & Earnest Money Deposit. The Brochures/catalogues must be signed and stamped by the bidder.**

i) Cost of Tender document, Earnest money furnished in accordance with GIT.

ii) Tender application Form as per **Section -VIII**.

iii) Documentary evidence, as necessary in terms of **GIT clause-5** including establishing that the tenderer is eligible to submit the tender and also qualified to perform the contract if its tender is accepted.

iv) Manufacturer's Authorization Letter in Original as per FORM-A contained in Section- XII of each quoted item. In case bidder is OEM than manufacturing license is to be submitted.

v) Power of Attorney in favour of signatory of TE documents and signatory of **Manufacturer's Authorization Form of each quoted item**.

vi) Documents and relevant details to establish in accordance with GIT clause-18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.

vii) The relevant copies of supply orders of last three years experience in supplying similar/same items to the Govt. organizations.

viii) Certificate of Incorporation in the country of origin.

ix) Checklist as per **Section-XVIII**. 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 tenderer last three year which should not be less than 30.00 Lakhs

B <u>FINANCIAL BID/PRICE TENDER/BOQ:</u>

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 equipment 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 TE 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 fulfill 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; the same shall be quoted by the bidder in relevant column of the Financial Bid/BOQ.
2. The tenderer shall quote for the complete requirement of goods and services as specified in technical specifications.
3. For domestic goods or goods of foreign origin, the prices in the corresponding price schedule shall be entered in the following manner:-

a. The 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.

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, Shimla.

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. INDIAN AGENT

If a foreign Manufacturer has engaged an agent (Authorized dealer/representative) in India (Qualifying the eligibility criteria) in connection with this tender, the Principal National/ Authorized Distributor shall furnish the following information:

a) Valid Import License of the quoted material.

b) The complete name and address of the Indian Agent and its permanent income tax account number (PAN) as allotted by the Indian Income Tax authority.

c) The details of the services to be rendered by the agent for the subject requirement.

d) Details of Service outlets in India, nearest to the consignee(s), to render services .

15. FIRM PRICE

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

16. ALTERNATIVE TENDERS

Alternative Tenders are not permitted.

17. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATIONS

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 fulfill the following requirements:

a) In case of imported Dental Material, the tenderer (Principal National / Authorized Distributor) offers to supply material, 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-VIII.** In case both the OEM and the Authorized distributor submit the bids separately for a similar item, the bid of OEM shall be considered in the bidding process.

b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the **Section-IV &** V in the tender documents.

c) 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.

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

18. DOCUMENTS ESTABLISHING GOOD,S CONFORMITY TO TE DOCUMENT.

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 TE documents. 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. Every tenderer/bidder has to deposit EMD .

ii. The earnest money shall be in Indian Rupees only. The earnest money shall be furnished in the shape of Fixed Deposit Receipt(FDR) as mentioned above.

iii. The Fixed Deposit Receipt shall be pledged in favour of "**Principal, H.P. Govt. Dental College & Hospital, Shimla** which should be valid for a period of two year.

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 process of tender is over. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required 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.**

All the Industrial units of Himachal Pradesh registered with the Store Purchase Organization and the industrial units registered with the D.G.S. &D or N.S.I.C will not be required to deposit tender fee for such items for which they are registered with them on the production of attested copy of valid registration certificate.

20. TENDER VALIDITY

20.1 Each Bid shall remain valid for 180 days from the last date of opening of financial bid prescribed by the purchaser or till the completion of the job, whichever is later unless otherwise prescribe contrary in other terms and condition, this tender documents. The purchaser rejects a bid valid for a shortage period.

20.2 In exceptional circumstances, the Principal, H.P. Govt. Dental College & Hospital, Shimla- may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.

20.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

21. SIGNING AND SEALING OF TENDER

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 TE documents and all other pages of the tender including printed literature, if any, shall be initialed by the same person(s) signing the tender.

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, HP, GDC, Shimla shall organize a Pre-Bid meeting with all interested Bidders before the last date of bid submission (the Pre- Bid Meeting) to provide an understanding of the Bidding Process, the project, the terms of the Contract and the services to be provided and to understand any queries, issues or suggestions that the Bidders may put forward.
2. The Pre-Bid Meeting will be convened on the date and time specified in the Data Sheet.
3. A Bidder may nominate up to two representatives to participate in a Pre-Bid Meeting,

provided that the Bidder has notified the Principal, HP, GDC, Shimla of its representatives along with its authority letter to the Principal, HP, GDC, Shimla, at least one days prior to the Pre- Bid Meeting.

4. The Bidders are requested to submit any query or seek clarifications in writing, to reach the Principal, HP, GDC, Shimla not later than 01 day prior to pre-bid meeting the date specified in the Data Sheet, so that the Principal, HP, GDC, Shimla can address the issues comprehensively at the Pre-Bid Meeting. No query shall be entertained after the last date of receiving queries as mentioned above.
5. Without prejudice to the foregoing Clauses, the Bidders will be free to make suggestions for consideration of the Principal, HP, GDC, Shimla in the course of the Pre-Bid Meeting.
6. The Principal, HP, GDC, Shimla may provide text of the questions raised and the , along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
7. Any oral clarification or information provided by or on behalf of the Principal, HP, GDC**,** Shimla at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the Principal, HP, GDC, Shimla issues an Addendum for the same or the Principal, HP, GDC, Shimla issues written interpretations and clarifications in accordance with procedure prescribed as per this tender documents. All such Addendum will be published on the relevant website.
8. Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.
9. Should the Principal, HP, GDC, Shimla deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in Clause 'Amendments to the tender documents'.

D. SUBMISSION OF TENDERS

23. SUBMISSION OF TENDERS

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 straightway.

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 and **Section –XIII** shall be scrutinized and evaluated by the Tender Opening Committee of Experts with reference to parameters prescribed in the Tender document.

In any, case if any clarification is required from bidder at the time of technical evaluation, 02 days time may be given to the bidders by the buyer such clarification should be sought and received from official e-mail of buyer and bidder.

iv Thereafter, the bidder found eligible as per eligibility criteria may be directed to make **physical demonstration of their quoted Dental Material on the specified date & time at HP, GDC, Shimla in front of the Departmental Technical Committee. The Bidders should have to arrange demonstration of material 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.

v. The sample of Dental Material shall be duly examined and approved by the Technical Committee of this institution before opening the financial Bid. The samples will be signed by the concerned HOD and kept in the Centre Store till the last supply of the year and receipt of the same would be given to the dealer. This sample will be adjusted in the last order for the concerned item.

vi. The Technical Committee can ask for any clarification/ document/ demonstration while recommending the Dental Material. The technical Committee after satisfaction shall make recommendations only in case of those products which fulfill 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 TE 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.

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, paged 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 TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents .The 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.

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

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

(i) Tender form as per **Section-VIII (**digitally signed and stamped) not uploaded).

(ii) Tender document is unsigned.

(iii) Tender validity is shorter than the required period.

(iv) Required Cost of tender document, EMD have not been provided.

(v) Manufacturer's Authorization Form as per **Section- XII.**

(vi) Tenderer has not agreed to terms and conditions of the TE.

(vii) Goods offered are not meeting the tender enquiry specifications.

(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable laws.

(ix) Poor/ unsatisfactory past performance.

(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.

(xi) Tenderer is not eligible as per **GIT Clauses- 5 & 11.**

(xii) Tenderer has not quoted for as required in the technical specifications of required Dental Material

(xiii) Previous supply order copies with prices of the quoted dental material having same/similar Specifications.

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

If during the preliminary examination, the Tender Inviting Authority find any minor informality 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. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored. The buying **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 02 days.**

30. DISCREPANCIES IN PRICES

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

31. ELIGIBILITY QUALIFICATION CRITERIA

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

32. Eligibility criteria of Sales Turn-Over of O.E.M or Principle National / Authorized Distributor. The Annual Turnover of the OEM or the Principal National / Authorized Distributor should be for each year in preceding three financial years i.e. 2018-19, 2019-20 & 2020-21 as indicated in Section -VII, **Section-XVII.**

33. COMPARISON OF PRICE BIDS/TENDERS

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.

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 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 TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

36. CONTACTING THE TENDER INVITING AUTHORITY:

i. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any clarification/query relating to this tender enquiry and / or its tender, it should do so only in writing and as per schedule.

ii. In case a tenderer attempts to influence the Tender Inviting Authority in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

37. 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 subject to approval of the Purchase Committee.

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

The approved rates will be valid Initially for two year from the date of finalization of

rates or till fresh tender whichever is later and Tender Inviting Authority has right to extend the Rate on the same terms & conditions for further period subject to satisfactory performance . However extension beyond two (02) years shall be done with concurrence of firm providing the material.

40. NOTIFICATION OF AWARD

Before expiry of the tender validity period .i.e. 180 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**. The buyer has right to increase or decrease quantity by 25%.

41. ISSUE OF CONTRACT

Promptly after notification of award, the successful tenderer will have to sign the Agreement /Contract Form **(Section-XIV)** with the purchaser(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-22** 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:

i. "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition;

iii. **"Coercive Practice**" means impairing or hampering or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.

iv. "**Restrictive Practice**" means forming a cartel or arriving at any understating or

arrangement amongst Bidders with the objective or restricting or manipulating full and fair competition in the Bidding Process.

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

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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

1. The tenderer/bidder shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
2. 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.
3. Except the contract issued to the supplier, each and every other document mentioned in GCC **sub-clause 2.1** above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such contract documents shall be returned to the purchaser on completion of the tenderer's performance and obligations under this contract.

3. PATENT RIGHTS

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

4. COUNTRY OF ORIGIN

1. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
2. The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged. The country of origin may be specified in the Price Schedule.
3. 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 Earnest Money Deposit (EMD) of successful bidder shall be converted into Performance Security which shall be retained upto two (02) month beyond contract / warranty period whichever is earlier.

6. TECHNICAL SPECIFICATIONS AND STANDARDS

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

7. PACKING AND MARKING

1. The packing for the goods to be provided by the tenderer should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under **Sections-IV** and **VI** and in GCC under **Section-III**. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
3. **Packing instructions:**

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

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

8. INSPECTION, TESTING AND QUALITY CONTROL

1. The purchaser'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.
2. 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. Dental Materials shall be delivered by the Bidder in accordance with the terms of delivery specified in the supply order(s) i.e. HP, GDC, Shimla issued during the contract period i.e. 45 days. In case of any delay to deliver the material(s) in specified period mentioned in the purchase order, prior permission for execution of supplies shall be obtained from Principal

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

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.
4. Rates should be quoted on F.O.R door step delivery basis at HP, GDC, SHIMLA Central Store Block-B 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 Central Stores of the indenting officers mentioned in the supply order and not at the gate of the institution or the building.
5. There should be sufficient expiry date in order to ensure consumption of the material within reasonable time or alternately the material to be supplied should have reasonable date of manufacturing which should prior to not be more than six months the date of supply. For Volatile materials the bottles should be tightly sealed and no material should have evaporated.

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/material 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 06 months after the receipt of goods by the Consignee. If the dental material is not commissioned and handed over to the consignee within stipulated time 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. INCIDENTAL SERVICES

1. Subject to the stipulation, if any, and the Technical Specification (**Section– III**), the tenderer shall be required to perform the following services.

13. DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS AND RELEASE OF PAYMENT.

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

For Domestic Goods, including goods already imported by the tenderer under its own arrangement within 48 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) Four computerized copies of invoices showing purchase order number, goods description, quantity, unit price and total amount; duly verified and stock entry.
(ii) Consignee Receipt Certificate as per **Section- XV& XVI** in original issued by the authorized representative of the consignee;
(iii) Two copies of packing list identifying contents of each package;
(iv) Inspection certificate issued by the nominated Inspection agency, if any.
(v) Certificate of origin;

14. ASSIGNMENT

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

15. SUB CONTRACTS

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

16. 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.

17. 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 materials 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.**

18. TAXES AND DUTIES

1. 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.
2. Further instruction, if any, shall be as provided in the GCC.

19. TERMS AND MODE OF PAYMENT

PAYMENT TERMS

1. 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 :-

100% payment of the purchase order price 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 consignee with stock page entry including Proof of Delivery (POD).

(ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;

(iii) The Performance Bank Guarantee valid upto two months beyond the expiry period of warrantee period /contract period as per the prescribed format in **Section-XIII.**

2. The supplier shall not claim any interest on payments under the contract.
3. 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.

20. DELAY IN THE SUPPLIER'S PERFORMANCE

1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser and as incorporated in the contract.
2. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to the following actions:

(i) a penalty of 0.1% per week of the total value of the goods will be deducted up to a maximum of 10%. Thereafter , if extension for supply is not granted by the Purchaser, the supply order(s) will automatically stand cancelled, Performance security will be forfeited and the tenderer may be debarred for future supplies for a period of three years(refer GCC clause 9)

3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contain the following conditions:

(a) The purchaser shall recover from the supplier liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, GST or on account of any other tax specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or any other duty or tax or levy or on Account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

5. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

21. LIQUIDATED DAMAGES

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.

22. TERMINATION FOR DEFAULT

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

23. 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.

24. FORCE MAJEURE

1. 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.
2. 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.
3. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen(15) 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.

4. 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.
5. In case due to a Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

25. TERMINATION FOR CONVENIENCE

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

a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

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

26. 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.

27. NOTICES

1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile or 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.
2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

28. RESOLUTION OF DISPUTES

1. If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to an Arbitrator to be appointed by the Additional Chief

Secretary/Principal Secretary/ Secretary (Health) to the Govt. of H.P .

3. **Venue of Arbitration**: The venue of arbitration shall be subject to civil jurisdiction of Municipal limits of Shimla Town, Shimla , H.P only.

29. APPLICABLE LAW

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

30. GENERAL/ MISCELLANEOUS CLAUSES

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

31. REQUIRED TERMS OF DELIVERY & 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. H.P. Govt. Dental College & Hospital, Shimla-171001 for a period including 03 months beyond date of delivery.

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

SECTION-III

LIST OF REQUIRED DENTAL MATERIAL AND TECHNICAL SPECIFICATIONS

Bidder are advise to quote all prices should be in per unit e.g. per gm, per ml, per mg, per pec. , per liters and per kg wherever is applicable.

S. No.	Name of the Dental Material	Unit code
1	Alginate - Per gram	DM2301
2	Adhesive plaster- Per meter	DM2302
3	Articulating paper - per pkt.	DM2303
4	Air Rotor bur: Assorted- per bur	DM2304
5	Applicator tips -per pkt	DM2305
6	Addition silicon Putty i)Regular ii)Medium body iii)Light Body- per Pkt	DM2306
7	Acrylic stone trimmer: Assorted -per bur	DM2307
8	Arch Bar different type- per pkt	DM2308
9	Assorted Brackets 022 MBT premolar to premolar upper lower-per kit	DM2309
10	Base plate - per pkt	DM2310
11	Broaches-per pec.	DM2311
12	Bonding agent 7th Generation bond- per ml	DM2312
13	Bone Grafting material: Synthetic containing Hydroxyapatite and beta tri calcium phosphate crystals- per ml/gm	DM2313
14	BP Blade with Handle (Disposable) Size=11,12,15 Nos.- Per pec.	DM2314
15	Bleaching Kit Agent 37.5% H2o2 - per ml/mg	DM2315
16	Bleaching Kit Agent 10% Carbemide Peroxide- per ml/mg	DM2316
17	Bio Dentine- per gm	DM2317
18	Band Material Premolar- per feet	DM2318
19	Cold cure: Pink (Liquid & Powder), Clear (Liquid & Powder) & Liquid- per ml/gm	DM2319
20	Cold Mould Seal -per ml	DM2320
21	Clove Oil - per ml	DM2321
22	Crown cutting bur- per bur	DM2322
23	Ca(OH)2 Iodoform Paste syringe/ tubes- per tube	DM2323
24	Ca(OH)2 based root canal sealer-	DM2324
25	Ca(OH)2 Tubes- per tube	DM2325
26	Core buildup composite/material with bonding system(Conditioner+adhesive-A,B)- per ml/mg	DM2326
27	Carbide Bur: Assorted- per bur	DM2327
28	Collagen memberan made of pure type-I Collegen 25x25x.2mm- per pkt	DM2328
29	Composite polishing discs (Coarse, Medium, fine and extra fine)- per pec.	DM2329
30	Chin cap with vertical pull Head Gear- per pec.	DM2330
31	Disinfectant sleeves for all types of hand pieces etc. - per sleeves	DM2331
32	Disinfectant and Sterilizing solution for surgical instruments - per ml	DM2332
33	Denture Adhesive powder- per gm	DM2333
34	Dental Varnish- per ml	DM2334
35	Devitaliser Arsenic free- per gm	DM2335
36	Disinfectant for cleaning of Burs - per ml	DM2336
37	Die Stone -per kg	DM2337

38	Dental Stone/Stone plaster- per kg	DM2338
39	Disposable surgical gowns- per pec.	DM2339
40	Disposable surgical drape set- per pec.	DM2340
41	Disposable patients drape sheet- per pec.	DM2341
42	Disposable RVG Sleeves- per sleeves	DM2342
43	Electro Surgical Tips- 1S6012A, S6015A & S6011A- per tip	DM2343
44	Etchant- per ml/gm	DM2344
45	Endo Rotary file protaper- per pec.	DM2345
46	Elastomeric modules – per pec.	DM2346
47	Elastomeric Chain: Short, closed & Open- per pkt	DM2347
48	Elastics Pkt. Extra Oral 8 oz, Intra oral 1/4", 5/16" & 3/16"- per pkt	DM2348
49	Finger Plugger -per pec.	DM2349
50	Finger spreader- per pec.	DM2350
51	Flowable composite with etchant - per ml/gm	DM2351
52	Flux - per ml	DM2352
53	Facebow Standard short or Long- per pec.	DM2353
54	Fiber reinforced splinting (3 units 8.5cmx2mmx0.2mm)- per strip	DM2354
55	Green Stick - per pec.	DM2355
56	Glass Ionomer Cement Lutting - per mg/ml	DM2356
57	Glass Ionomer Cement –Type-II -per mg/ml	DM2357
58	Glass Ionomer Cement Re-inforced Restorative-per mg/ml	DM2358
59	Glass Ionomer Cement Light Cure-per mg/ml	DM2359
60	GP POINT All type- per pec.	DM2360
61	Gum Paint per ml	DM2361
62	Gate Glidden drills: Size #1, #2, #3- per pec.	DM2362
63	Gutta Purcha solvent- per ml	DM2363
64	GC plus tooth Mouse- per gram	DM2364
65	Gauze Than- per meter	DM2365
66	GP Points protaper- per pec.	DM2366
67	Gold polishing kit stones of coarse , Med, fine grade size - per pec.	DM2367
68	Heat cure Pink veined- per mg/ml	DM2368
69	Heat cure Light Pink- per mg/ml	DM2369
70	H-files different type- per pec.	DM2370
71	Hand Piece Oil - per ml	DM2371
72	Hyrex Screw (11 & 13mm)- per pec.	DM2372
73	Hand Protaper files - per pec.	DM2373
74	Hand Protaper GP- per pec.	DM2374
75	Interim Restorative Material eugenol free- per gm	DM2375
76	Inlay Wax- per gm	DM2376
77	Investment material Phosphate bonded - per gm	DM2377
78	Intra Oral Tips for light body- per pec.	DM2378
79	K-files different type- per pec.	DM2379
80	Laser Tips- 50mmx120mm- per tip	DM2380
81	Light Cure Bonding Agent for Orthodontic Bracket- per mg/ml	DM2381
82	Light Cure cavity liner- per gm/ml	DM2382
83	Ligature wire (.001")- per spool	DM2383

84	Ligature wire 26 Gaze- per spool	DM2384
85	Lentulo spiral- per pec.	DM2385
86	Lingual button bondable - per pec.	DM2386
87	Lingual sheath per pec.	DM2387
88	Mummifying agaent (Formacresol)- per ml	DM2388
89	Mackintosh - per meter	DM2389
90	Molar Band Material { 0.005x0.180 and 0.006x0.180)- per roll	DM2390
91	Moler Tubes(Bondable) Upper triple & Lower Double- per pec.	DM2391
92	Mercury - per gram	DM2392
93	Matrix/Mylar Strip- per pec.	DM2393
94	Mouth wash Chlorhexidine-per ml	DM2394
95	Mouth wash Betadine - per ml	DM2395
96	Membranes for guided bone regeneration resirable bilover collagen memberances- per pec.	DM2396
97	Mineral Trioxide Aggregate- per gm	DM2397
98	Matrix Band- per pec.	DM2398
99	Microporus Hypoallergenic Pressure sensitive adhesive tape for medicaldiffrent type- per meter	DM2399
100	Ni-Ti files- per pec.	DM2400
101	NiTi wire (i) 0.16 U/L (ii) 0.14 U/L- per feet	DM2401
102	NiTi Open Coil Spring (012”x030)- per feet	DM2402
103	Ni Ti Upper & Lower- per pec.	DM2403
104	Plaster of Paris (POP)- per kg/gm	DM2404
105	Partial teeth U/L Anterior Assorted (Set) 23,24,25,26,27- per set	DM2405
106	Partial teeth U/L Posterior- per set	DM2406
107	Polishing Buff- per pec.	DM2407
108	Paper Point- per pec.	DM2408
109	Peeso Reamer - per pec.	DM2409
110	Parachlorophenol- per ml.	DM2410
111	Pit & Fissure Sealant - per ml/mg	DM2411
112	Polishing/Profy Paste- per gm	DM2412
113	Plaque disclosing solution two tone disclosing solution to distinguish between old and new plaque 10ml- per ml	DM2413
114	Periodontal pack non Eugenol- per gm	DM2414
115	Pre fabricated posts- per pec.	DM2415
116	Perfect bite regeistration material- per ml	DM2416
117	Pumice Powder- per gram	DM2417
118	Preformed Bands Molar permanent (First permanent molar) - per feet	DM2418
119	Polishing strips proxa- per pec.	DM2419
120	Reamer- per pec.	DM2420
121	Retraction Cord - per gm/coil	DM2421
122	Root Canal Sealer Ca(OH)2 based- per gm/ml	DM2422
123	Rubber dam sheet size 5"x5"- per pec.	DM2423
124	Resin Cement (Self etching self adhsive)- per gm.	DM2424
125	Resin reinforce Zinc Oxide Eugenol Cement- per ml/gm	DM2425
126	Rubber polishing cups- per pec.	DM2426
127	Reproximation Diamond Strip Both Ended - per pec.	DM2427

128	Sodium Fluoride Gel- per ml.	DM2428
129	Suction tip - per pec.	DM2429
130	Soldering wire (10m spool) - per spool	DM2430
131	Silver Amalgam alloy - per gm	DM2431
132	Sodium Hypochlorite 3% - per ml	DM2432
133	Suture Silk 4-0, 16mm 3/8 reverse cutting - per pec.	DM2433
134	Suture Silk 3-0, 16mm 3/8 reverse cutting - per pec.	DM2434
135	Silk suture with cutting needle 2-0,26mm- per pec.	DM2435
136	Sodium Hypo chlorite 5% solution - per ml	DM2436
137	Strip crown Deciduous ant.- per pec.	DM2437
138	Strip Crown Permanent ant (Box)- per pec.	DM2438
139	Spirit - per ml	DM2439
140	SS wire- per feet/pkt	DM2440
141	Stainless Steel Upper & Lower- per pec.	DM2441
142	Surgical burs assorted size: per bur	DM2442
143	Soft reliner Permanent (Elastomeric) -per ml/gm	DM2443
144	Separators- per pec.	DM2444
145	Silver Solder - per pec.	DM2445
146	Standard Expansion Screws (large size)- per pec.	DM2446
147	Saddle Matrix system 0.035mm- per pec.	DM2447
148	Teeth Set full : 23,,24,25,26,27- per set	DM2448
149	Temporization Material all shades cool Temp. (each shade)- per gm	DM2449
150	Tissue Conditioner - per gm	DM2450
151	Trans metal burs , Tappered Fissure, assorted size - per bur	DM2451
152	TMA (Straight Length)- per pec.	DM2452
153	TMA -Arch Wires per pec.	DM2453
154	Universal dispensing gun for addition silicon- per pec.	DM2454
155	Vicryl 3.0 reverse cutting body 16mm with 112 circular cutting needle- per pec.	DM2455
156	Vicryl 3.0 reverse cutting body 16mm with 112 circular cutting needle absorbable - per pec.	DM2456
157	4-0 vicryl suture with reverse cutting needle 25 mm- per pec.	DM2457
158	Wedges - per pec.	DM2458
159	Wires SS (Straight Length) 016x022- per pec.	DM2459
160	X-ray Film 31 x 41mm- per film	DM2460
161	X-ray film IOPA- PEADO	DM2461
162	X-ray film for Dry view Lasar printer : 8" x 10" in PKT- per film	DM2462
163	X-ray film for Dry view Lasar printer : 10" x 12" in PKT- per film	DM2463
164	X-ray Film Occlusal 2.25”x 3”- per film	DM2464
165	X-ray film developer to develop 3.5 ltr. (Kit)- per kit	DM2465
166	X-ray film fixture to fixture 13.5 ltr. (Kit)- per kit	DM2466
167	Lignocare Spray- per ml	DM2467
168	Lignocaine Plain 2% Inj- per ml	DM2468
169	Zinc Phosphate Cement - per gm	DM2469
170	Zinc Oxide Powder- per gm	DM2470
171	ZOE+Idoform (Alvogyl)- Per gram	DM2471
172	2% chlorhexidine Gel- per ml	DM2472

173	2% chlorhexidine solution - per ml	DM2473

SECTION – IV

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

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

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

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

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.

2 The Bidder should be Original Manufacturer OR Authorized distributer 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- VIII**

5 (a) The Tenderer should have supplied quoted material or similar material in the last three years (**as per Performa-"A"**) from the date of Tender Opening, adequate/sufficient quantity of the similar material.

6. Copy of Manufacturing License in case of OEM.

7. Proof of deposit of cost of the tender documents and Earnest Money Deposit.

8. List of dental material for which the bid is being submitted.

9. Declaration in **"FORM–B"** contained in **Section-VIII** by an authorized signatory to the effect that all conditions contained in the Tender Documents are acceptable to the Bidder.

10. Declaration in **FORM–C"** as prescribed in **Section-VIII** 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.

11. Goods and Services Tax registration certificate (upload scanned copy).

12. Permanent Account Number (upload scanned copy).

13. Income tax return for the financial year 2019-20 , 2020-21 & 2021-2022(upload scanned copy)

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

PERFORMA "A"

PERFORMA FOR PAST EXPERIENCE
(For the period of last three years)

Purchase Order Reference No. : _____

Date of purchase order: _____

Name and address of the Supplier: _____

Name and address of the manufacturer : _____

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

Note: Attach purchase/supply order last three years i.e. each F.Y.2019-20, 2020-21 & 2021-22.

Signature and seal of the Tenderer

SECTION – V

TENDER APPLICATION FORM

Date_____

To

_____

_____

_____

(Complete address of the purchaser)

Ref.: Your Tender document No._____dated _____

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

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

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

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

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

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

_____

(Signature with date)

_____

(Name and designation)

Duly authorized to sign tender for and on behalf of

SECTION – VI

(Rates are required to be quoted on the format available online on website https://www.hptenders.gov.in

SECTION – VII

Deleted

SECTION – VIII

FORM-A

MANUFACTURER'S AUTHORISATION FORM

To

_____

_____

(*Name and address of the purchaser*)

Dear Sir,

Ref. Your TE document No. _____ Dated. _____

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

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

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

Yours faithfully,

_____

_____

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

[*Name & address of the manufacturers*]
Note : 1. This letter of authorization should be on the Letter Head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. **Original letter must be submitted, uploaded.**

FORM – B

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

To

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

Sir,

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

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address:_____

NOTE: Declaration should be uploaded on stamp paper of Rs. 10/- and the same should be notarized.

FORM - C

DECLARATION REGARDING BLACK- LISTING

To

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

(E-TENDER FOR SUPPLY OF DENTAL MATERIAL)

Sir,

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

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address:_____

NOTE: Declaration should be uploaded on stamp paper of Rs. 10/- and the same should be notarized.

SECTION – IX

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 five (5)% of the total value of the Purchase Order, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

……

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

……

Name and designation of the officer

……

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

SECTION – X

CONTRACT FORM – A

CONTRACT FORM FOR SUPPLY, COMMISSIONING, HANDING OVER &TRIAL RUN OF MATERIAL

To

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

Contract No._____Dated_____

This is in continuation to this office's Notification of Award No._____ dated_____

1. Name & address of the Supplier: _____

2. Purchaser's TE document No_____dated_____and subsequent Amendment No.____, dated_____(if any), issued by the purchaser

3. Supplier's Tender No dated_____and subsequent communication(s) No._____ dated _____(if any), exchanged between the supplier and the purchaser in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
   (i) General Conditions of Contract;
   (ii) Special Conditions of Contract;
   (iii) Technical Specifications;
   (iv) Quality Control Requirements;
   (v) Tender Form uploaded/furnished by the supplier;
   (vi) Price Schedule(s) uploaded by the supplier in its tender;
   (vii) Manufacturers" Authorization Form (if applicable for this tender);
   (viii) Purchaser's Notification of Award

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

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

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

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

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

Final Price approved for material/s (in figure) _____(In words) _____

(ii) Delivery schedule of 42 days from the date of issue of supply order through email followed by post.
(iii) Acceptance for submission of Performance Security as per purchase order.
(iv) Payment terms – as per Tender document.
(v) Paying authority –

_____

(Signature, name and address of the purchaser's authorized official)

Received and accepted this contract

For and on behalf of_____

_____

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

For and on behalf of _____
(Name and address of the supplier)

_____
(Seal of the supplier)
Date:_____
Place: _____

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

SECTION – XI

Performa of Consignee Receipt Certificate
(To be given by consignee's authorized representative)

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

1.Contract No. & date:_____

2. Supplier's Name :_____

3. Consignee's Name & Address with telephone No. & Fax No._____

4. Name of the item supplied:_____

5. Quantity Supplied :_____

6. Date of receipt by the Consignee:_____

7. Name & designation of Authorized Representative of Consignee: _____

8. Signature of Authorized Representative of Consignee with date:

_____

9. Seal/Stamp of the Consignee:_____

SECTION – XII

ANNUAL TURNOVER STATEMENT

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

Sr. No.	Financial Year	Turnover in Lakhs (Rs.)
1.	2019-20	
2.	2020-21	
3.	2021-22	

Total Rs..... Lakhs.

Average Annual turnover during the financial year 2019-20 , 2020-21 & 2021-2022 is Rs. .....Lakhs

Signature of Chartered Accountant

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

SECTION – XIII

CHECKLIST OF TENDER DOCUMENTS FOR PROCUREMENT OF DENTAL MATERIAL

Name of Tenderer:

S. No	Activity	Yes/No / NA	Page No. in the TE document	Remarks
1	Have you uploaded proof of cost of tender document and deposit of Earnest Money Deposit as per Section-I?			
2	Have you uploaded Power of Attorney in favour of the signatory to the tender document?			
3	Have you uploaded manufacturer's authorization as per Section -XII (FORM- A)? (Original letter must also be submitted)			
4	Have you uploaded Copy of Manufacturing License? (In case of OEM is a bidder)			
5	Have you uploaded Turn-Over certificate for last three years i.e. 2019-20 , 2020-21 & 2021-2022 duly attested by the Chartered Accountant and the bidder has average Annual Turnover of Rs. ___ during F.Y 2019-20 to 2021-2022?			
6	Have you uploaded Income Tax Return for the Financial Year 2018-19, 2019-20 & 2020-21?			
7	Have you uploaded copy of GST Registration certificate?			
8	Have you uploaded PAN ?			
9	Have you uploaded Declaration in FORM-B on stamp Paper of Rs.10/-?			
10	Have you uploaded Declaration in FORM-C regarding non black listed on stamp Paper of Rs.10/-?			
11	Have you uploaded Performa-"A" regarding past performance for the period of last three years?			
12	Have you uploaded duly filled in Tender Application Form as per format in Section -VIII?			
13	Have you accepted terms and conditions of Tender document (FORM-B) ?			
14	Have you fully accepted payment terms as per Tender document?			
15	Have you uploaded documents establishing your Eligibility & Qualification Criteria as per			

	Tender documents?			
16	Have you uploaded clause-by-clause technical compliance statement (Fact Sheet) for the quoted dental material vis-à-vis the Technical specifications?			

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

2. The Tenderer may go through the checklist and Terms and conditions of the tender and ensure that all the documents/confirmations as required are uploaded in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.

3. It is the responsibility of tendered to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

_____
(Signature with date)

_____
(Full name, designation & address of the person duly authorized sign on behalf of the Tenderer)
For and on behalf of
(Name, address and stamp of the tendering firm)

SECTION – XIV

LIST OF DENTAL MATERIAL QUOTED IN THE TENDER

Sr No	Description of Dental Material	Unit Code	Specifications	Make & Name of the Manufacture	Remarks
1					