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

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

Tender Ref. No. HFW(GDC)G(3)-5/99-3010 Dated: 31-8-2022

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

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

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

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

INDEX

Sr. No.	TOPIC
1.	NOTICE INVITING TENDERS (NIT)
2.	SCHEDULE OF E-TENDERING
3.	LIST OF REQUIRED EQUIPMENTS EMD AND TURN OVER (Section-I)
4.	ELIGIBILITY OF BIDDERS
5.	GENERAL INSTRUCTIONS TO TENDERERS (GIT) (Section-II)
6.	GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES (Section-III)
7	TECHNICAL SPECIFICATIONS AND STANDARDS (Section-IV)
8	GENERAL POINTS FOR AWARD OF CONTRACT(Section-V)
9	QUALITY CONTROL REQUIREMENTS (Section-VI)
10	ELIGIBILITY QUALIFICATION CRITERIA AND DOCUMENTS TO BE UPLOADED (Section-VII)
11	PERFORMA FOR PERFORMANCE STATEMENT (PERFORMA-A)
12	TENDER APPLICATION FORM (Section-VIII)
13	PRICE SCHEDULE (Format Only) Rates are required to be quoted online only) (Section-IX)
14	QUESTIONAIRE (Section-XI) Deleted
15	MANUFACTURER'S/ TENDERERS AUTHORISATION FORM-A (Section-XII)
16	DECLARATION REGARDING ACCEPTANCEOF TERMS & CONDITIONS OF TENDER Form-B
17.	DECLARATION REGARDING PAST PERFORMANCE FORM-"C"
18	BANK GUARANTEE FORM FOR PERFORMANCE SECURITY (Section-XIII)
19	CONTRACT FORM-A (Section-XIV)
20	PERFORMA OF CONSIGNEE RECEIPT CERTIFICATE (Section-XV)
21	PERFORMA OF FINAL ACCEPTANCE CERTIFICATE TO BE SUBMITTED BY THE CONSIGNEE (Section-XVI)
22	ANNUAL TURNOVER STATEMENT (Section-XVII)
23	CHECKLIST (SECTION-XVIII)

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

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

Tender Ref. No. HFW(GDC)G(3)-5/99-3010 Dated 31-8-2022

NOTICE FOR INVITING E-TENDER

1. Principal, H.P. Government Dental College & Hospital, Shimla invites E- Tenders from the eligible & qualified bidders as per terms of the tender document for the procurement of **Machinery & Equipments r**equired in H.P. Government Dental College & Hospital, Shimla on F.O.R door delivery basis.

2. The detailed tender document may be viewed and downloaded from website: https://hptenders.gov.in w.e.f. 01-09-2022 to 23-9-2022 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 23-09-2022 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 PROCUREMENT OF MACHINERY & EQUIPMENTS

E-Tendering Schedule of Event**:-**

Date & Time of on-line publication :	**01-09-2022**
Period for Downloading of e-tender document :	**01-09-2022 to 23-09-2022 upto 1:00 PM**
Date for pre-bid meeting	**12-09-2022 at 2:30 PM**
Issue of Addendum /revised Tender Document (if required)	On or before 15-09-2022 On the following website: https://hptenders.gov.in
Last date and time of physical submission DD towards payment of tender cost and EMD.	**23-09-2022 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 one year.
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 :	**23-09-2022 at 2:00 PM** Venue: **In the Chamber of Principal, H. P. Govt. Dental College & Hospital, Shimla**
Contact details for all quarries:	**Name:** Dr. Ashu Gupta, Principal **Address:** H.P. Govt. Dental College & Hospital, Shimla **Contact No**.: 0177-2658838, or M.No. 9418470020 Asstt. Controller (F&A) M.No. 9459226169 **E-mail**: hpgdcshimla@gmail.com
Demonstration of quoted equipment by Technically qualified Bidders.	Date will be communicated later on.

Date of opening of Financial Bid	Date will be communicated later on website : https://hptenders.gov.in
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 30.00Lakhs or more for the last three years for the work defined in the tender documents.
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 similar work.
9	Copy of Manufacturing License in case of manufacturer or authorization in favour of dealer for this specific tender in case of dealer needs to be uploaded.

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

SECTION – I

LIST OF REQUIRED EQUIPMENTS

(Prices to be quoted with 3 years warranty or as per specifications)

DEPTT. OF CONSERVATIVE DENTISTRY AND ENDODONTICS

Sr. No	Description of Machinery & Equipments	Quantity
1.	Endosonic unit with physiosaline	**02**
2.	Equipments for injectable thermoplasticised gutta percha	**02**
3.	Magnification loups	**03**
4.	Face bow with semi adjustable articulator	**01**
5.	Instrument retrieval kit	**01**
6.	Autoclaves for hand piece sterilization	**01**
7.	Rubber Dam Kit	**08**
8.	**EQUIPMENTS SET FOR CASTING PROCEDURES:** The equipment set should include : (1) Induction casting machine (2) Burnout furnace (3) Metal Grinder(4) Polishing Lathe, (5)Plaster dispenser (6) Spindle grinder (7) Vibrator (8) Pindex system, (9)Circular saw (10) Pickling kits (11) Vacuum investing equipment	**1 each**

DEPTT. OF ORAL MEDICINE AND RADIOLOGY

Sr. No	Description of Machinery & Equipments	Quantity
1.	Intra Oral Camera	**01**
2.	Intra Oral Laser	**01**
3.	Camera Screening Device	**01**
4.	UV Chamber	**01**
5.	X-Ray film dryer	**01**

DEPTT. OF ORTHODONTICS

Sr. No	Description of Machinery & Equipments	Quantity
1.	Reducer and Polisher (Electro polisher)	**03**
2.	X- Ray Viewer	**05**
3.	Hydrosolder	**01**
4.	Base former	**05**
5.	Spot welder	**04**
6.	Tracing Table	**04**
7.	Anatomical articulator with face bow attachment	**01**
8.	Computer software for Cephalometric	**01**
9.	Dental 3D Intraoral Scanner	**01**
10.	Straight and Contra Angle Micro Motor hand piece	**07**
11	Oil free Compressor	**06**

DEPTT. OF PEDIATRIC AND PREVENTIVE DENTISTRY

Sr. No	Description of Machinery & Equipments	Quantity
1.	Spot welder	**01**
2.	Apex Locator	**01**

DEPTT. OF PERIODONTOLOGY

Sr. No	Description of Machinery & Equipments	Quantity
1.	Steel Bin	**4**
2.	Formalin chamber	**1**
3.	Surgical cassettes with sterilization pouches	**4**
4.	Electro Surgery Units	**1**

5.	Bone fixation screw kit	**1**
6.	Bone trephines for harvesting auto grafts (6-8-12 one set)	**1**
7.	Intra Oral Camera High Resolution	**1**
8.	Instruments trolleys	**6**
9.	Surgical kit	**1**
10.	Educating Models	**6**
11.	High Vacuum Suction (Surgical aspirator)	**3**
12.	**IMPLANT CLINIC ARMAMENTARIUM:** The equipments set should include 1.Implant Kit, 2.Physio Dispensor, 3.Implant maintenance kit (Plastic instruments), 4.Implant Guide, 5.Implant removing kit, 6.Sinus Lift kit.	**1 each**

DEPTT. OF ORAL PATHOLOGY AND MICROBIOLOGY

Sr. No	Description of Machinery & Equipments	Quantity
1.	Paraffin Wax Bath	**1**
2.	Microtome Semi Automated	**1**
3.	Tissue Floatation Water Bath	**1**
4.	Slide Warming Table	**1**
5.	Laboratory Hot Plate	**1**
6.	Pentahead Microscope	**1**
7.	Wax Block Storing Cabinet	**1**
8.	Dressing Drums	**1**
9.	Hot Air Oven	**1**
10	L-Mould Embedding Moulds/ Leukart,s Pieces	**18**

DEPTT. OF ORAL & MAXILLOFACIAL SURGERY

Sr. No	Description of Machinery & Equipments	Quantity
1.	Distraction Osteogenesis kit	**1**
2.	**IMPLANT CLINIC ARMAMENTARIUM:** The equipments set should include: 1.Physio Dispensor 2.Implant kit	**1 each**
3.	Sinus lift Kit	**1**
4.	Flexible Intubation Video endoscope with Screen	**1**

DEPTT. OF PUBLIC HEALTH DENTISTRY

Sr. No	Description of Machinery & Equipments	Quantity
1	Carbon Monoxide Breath Analyzer	**1**

SECTION – II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

CONTENTS

S. No.	Topic
A	**PREAMBLE**
1	Definitions and Abbreviations
2	Introduction
3	Language of Tender
4	Eligible Tenderers
5	Eligible Goods and Services
6	Tendering Expense
B	**TENDER ENQUIRY DOCUMENTS**
7	Contents of Tender Enquiry Documents
8	Amendments to Tender Enquiry Documents
9	Clarification of Tender Enquiry Documents
10	Instructions For e-tendering
C	**PREPARATION OF TENDERS**
11	Documents Comprising the Tender
12	Tender Price
13	Tender Currencies
14	Indian Agent
15	Firm Price / Variable Price
16	Alternative Tenders
17	Documents Establishing Tenderer's Eligibility and Qualifications + section-IX
18	Documents Establishing Good's Conformity to Tender Enquiry Document
19	Earnest Money Deposit (EMD)
20	Tender Validity
21	Signing and Sealing of Tender
22	Pre-Bid Meeting
D	**SUBMISSION OF TENDERS**
23	Submission of Tenders
24	Delay Tender
25	Alteration and Withdrawal of Tender
E	**TENDER OPENING**
26	Opening of Tenders
F	**SCRUTINY AND EVALUATION OF TENDERS**
27	Basic Principle
28	Preliminary Scrutiny of Tenders
29	Minor Infirmity/Irregularity/Non-Conformity

30	Discrepancy in Prices
31	Eligibility Qualification Criteria section
32	Eligibility Criteria of Turnover of OEM/Principal National Distributor
33	Comparison of Tenders
34	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders
35	Renderer’s capability to perform the contract
36	Contacting the Purchaser
G	**AWARD OF CONTRACT**
37	Purchaser’s Right to Accept any Tender and to Reject any or All Tenders
38	Award Criteria
39	Variation of Quantities at the Time of Award
40	Notification of Award
41	Issue of Contract
42	Non-receipt of Performance Security and Contract by the Purchaser
43	Return of EMD
44	Publication of Tender Result
45	Corrupt or Fraudulent Practices

SECTION – II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. DEFINITIONS AND ABBREVIATIONS

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

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

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

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

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

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

(vi) **"Consignee"** means 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 Machinery & Equipments & 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 purchase of **Machinery & Equipments** 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. Government Dental College & Hospital, Shimla-1** invites E-tender for procurement of **Machinery & Equipments** on behalf of State Government of Himachal Pradesh as mentioned in **Section-I** "List of Requirements" for a period of one year from the date of finalization of rates.
2. 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	List of required Equipments
Section-II	General Instructions to Tenderers (GIT)
Section-III	General Conditions of Contract (GCC)
Section-IV	Technical Specifications
Section -V	General Points for Award of Contract.
Section -VI	Deleted

Section -VII	Technical Bid Qualification Criteria and Documents to be submitted and uploaded with Technical Bid claim.
Section -VIII	Tender Form (Declaration)
Section -IX	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 -X	Deleted
Section -XI	Deleted
Section -XII	Manufacturer Authorization, FORM-A (Declaration regarding acceptance of terms & Conditions) and FORM-B (Declaration regarding past performance).
Section- XIII	Bank Guarantee Form for Performance Security
Section -XIV	Contract Application Form- A
Section -XV	Performa of Consignee Receipt Certificate
Section -XVI	Performa of Final Acceptance Certificate by the consignee
Section-XVII	Annual Turnover Statement
Section -XVIII	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 TENDER DOCUMENT AND EARNEST MONEY DEPOSIT:

The tender document and other instructions can be downloaded or viewed from the portal https://www.hptenders.gov.in and cost of tender document (Non- Refundable) as mentioned in the tender form shall have to be deposited in the shape of Demand Draft favoring **Principal, H.P. Govt. Dental College & Hospital, Shimla-1 payable at Shimla**

before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit Receipt pledged in favour of Principal, H.P. Govt. Dental College & Hospital, Shimla-1 should be submitted in 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 Machinery & Equipments(CBCT). The envelope should be superscripted **"Tender for the supply of Machinery & Equipments to be opened on 23-09-2022"** 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 & 2808384 or M.No. 9418470020(Principal) & 9459226169 (Asstt. Controller). 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 **Machinery & Equipments** 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 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 equipments before the technical committee. The date for demonstration of quoted Machinery & Equipments will be intimated later on. **Bidders must upload the brochures/catalogues of quoted equipments and submit original Brochures/ catalogues of the quoted Machinery & Equipments 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.** 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.

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 bidder last three year which should not be less than 30.00Lakh.

B FINANCIAL BID/PRICE TENDER/BOQ:

It shall contain financial bid / BOQ uploaded in.xls format which will be available for bidders on website https://hptenders.gov.in .The financial bid / BOQ will not be accepted in physical form. The Make, Model of the offered 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. Since Equipments require Comprehensive Annual Maintenance Charges (CAMC) for specific period, the same shall be quoted by the bidder in relevant column of the Financial Bid/BOQ.
2. The tenderer shall quote for the complete requirement of goods and services as specified in technical specifications.
3. 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.
Machinery & Equipments should be warranted for the period of three years. Thereafter, Comprehensive Annual Maintenance Charges (CAMC) for a period of five years must be quoted in the relevant column of Financial Bid/BOQ.

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

c. The quoted price should be inclusive of installation and Commissioning of the approved equipments.

13. TENDER CURRENCIES

The tenderer supplying indigenous goods or imported goods shall quote only in Indian Rupees. Tenders, where prices are quoted in any other currency shall be treated as non - responsive and rejected.

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

15. FIRM PRICE

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

16. ALTERNATIVE TENDERS

Alternative Tenders are not permitted.

17. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATIONS

1. Pursuant to GIT clause-11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
2. The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:

a) In case of imported Equipments, the tenderer (Principal National/ Authorized Distributor) offers to supply goods, which are manufactured by some other firm, the tenderer should be authorized by the goods manufacturer to quote for and supply the goods to the

purchaser. The tenderer shall submit & upload the manufacturer's authorization letter to this effect as per the prescribed FORM-A provided under **Section-XII.** The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the **Section-VII &** VIII in the tender documents.

b) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India i.e. Principal National/Authorized Distributor fully equipped and able to carry out the required contractual functions/obligation and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications and also fulfilling the eligibility qualification criteria of the tender.

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

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 and there is no exemption for any category.

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 one 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.

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

D. SUBMISSION OF TENDERS

23. SUBMISSION OF TENDERS

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 documents shall be scrutinized and evaluated by the Tender Opening Committee of Experts with reference to parameters prescribed in the Tender document. During the Technical Bid opening, the tender opening Committee will check the salient technical features of the tenders like detailed description of the goods offered, delivery period and any other special features of the tenders, as deemed fit by the tender opening Committee.

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

iv Thereafter, the bidder found eligible as per eligibility criteria may be directed to make **physically demonstration their quoted Machinery & Equipments on the specified date & time at HP, GDC, Shimla in front of the Departmental Technical Committee. The Bidders should have to arrange demonstration of Machinery & Equipments at their expense failing which tender shall liable to be ignored.** Technical Committee will check the salient technical features of the tenders like detailed description of the goods offered, delivery period and any other special features of the tenders, as deemed fit by the Committee. Technical Committee may ask for satisfactory report from previous users from the bidder.

v. **If the equipment is imported in nature or heavy machinery which is not transportable it should be demonstrate digitally on site in video format subject to permission of the Purchaser**. The video of the same equipments, one pen drive will be submitted to the Purchaser after completion of demonstration. That at the time of supply the Equipments will be verified with the help of demonstration as given in the pen drive.

vi. The Technical Committee can ask for any clarification/document/ demonstration while recommending the equipments. During the technical evaluation, expert committee of evaluation if desires, then the Tenderer/ Bidders should have to arrange demonstration as and when desired at their expense failing which tender shall liable to be ignored.

The cost towards the transportation, boarding & lodging of committee members will be borne by the Tenderer/Bidder and/or its nominated representative(s). The technical Committee after satisfaction shall make recommendations only in case of those products which 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 equipment.

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

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 two days.**

29. DISCREPANCIES IN PRICES

The price of the Machinery & Equipments 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.

30. 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. 2019-20, 2020-21 and 2021-22 as indicated in Section -VII, **Section-XVII.**

33. COMPARISON OF PRICE BIDS/TENDERS

1. The financial/price bid comparison of the responsive tenders shall be carried out digitally for all the items combined on Free Delivery at consignee site basis.
2. The bidder need to submit the comprehensive Maintenance Charges as mentioned in the Price bid during price bid submission as per format.
3. **Price schedule for comprehensive maintenance charges will be considered for evaluating L-1 price for the contract/procuring the equipments.**

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

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

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

35. TENDERER"S CAPABILITY TO PERFORM THE CONTRACT

1. The Tender Inviting Authority, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender has been determined as the lowest inclusive of comprehensive Annual Maintenance charges evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. The recommendations of the Technical Committee constituted will be final subject to approval of the Purchase Committee.
2. The above-mentioned determinations will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the Tender Inviting Authority as incorporated in the 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 inclusive of comprehensive Annual Maintenance charges (CAMC) after free warranty period and subject to approval of the Purchase Committee. **The Comprehensive Maintenance charges will be taken into account for the L-1 Selection / evaluation**.

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

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

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 – III

GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

Sl. No.	TOPIC
1.	APPLICATION
2	USE OF CONTRACT DOCUMENTS AND INFORMATION
3.	PATENT RIGHTS
4.	COUNTRY OF ORIGIN
5.	PERFORMANCE SECURITY
6.	TECHNICAL SPECIFICATIONS AND STANDARDS
7.	PACKING AND MARKING
8.	INSPECTION, TESTING AND QUALITY CONTROL
9.	TERMS OF DELIVERY
10.	TRANSPORTATION OF GOODS
11.	INSURANCE

12.	SPARE PARTS
13.	INCIDENTAL SERVICES
14.	DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE / RECEIPT OF GOODS
15.	WARRANTY
16.	ASSIGNMENT
17.	SUB CONTRACTS
18.	MODIFICATION OF CONTRACT
19.	PRICES
20.	TAXES AND DUTIES
21.	TERMS AND MODE OF PAYMENT
22.	DELAY IN THE SUPPLIER"S PERFORMANCE
23.	LIQUIDATED DAMAGES
24.	TERMINATION FOR DEFAULT
25.	TERMINATION FOR INSOLVENCY
26.	FORCE MAJEURE
27.	TERMINATION FOR CONVENIENCE
28.	GOVERNING LANGUAGE
29.	NOTICES
30.	RESOLUTION OF DISPUTES
31.	APPLICABLE LAW
32.	GENERAL/MISCELLANEOUS CLAUSES

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 successful bidder shall furnish performance security to the purchaser(s) for an amount equal to Six Percent (6%) of the total value of the purchase order within 15 days of issue of supply order. It shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section- XIII** of this document. The validity of Bank Guarantee will be for a period up to Sixty (60) days beyond Warranty Period.

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

Since CMC charges are to be paid later for each year during CMC period, applicable PBG shall be based on total price excluding CMC.

However during CMC period fresh PBG shall be submitted by tenderer which shall include total contract value including CMC. Payment of CMC shall be released only after production of fresh PBG.

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. <u>INSPECTION, TESTING AND QUALITY CONTROL</u>

1. The purchaser and/or its nominated representative(s) may without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the tenderer in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser or as specified in the Technical specifications Section-IV.
2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
3. The equipments shall be duly inspected by the concerned Head of the Department and the demonstration shall be given at HP, GDC, Shimla-1. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the tenderer shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
4. In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the tenderer shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
5. If the tenderer tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the

supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

6. The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods" arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
7. Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC **Clause -15.** The delivery period is extendable only in peculiar circumstances.

9. <u>TERMS OF DELIVERY</u>

1. Goods shall be delivered by the tenderer in accordance with the terms of delivery specified in the purchase order(s) issued during the contract period i.e. **60 Days** from the date of issue of supply order sent through email followed by post. In case of any delay to deliver the equipment(s) in specified period mentioned in the purchase order a penalty of 0.5% per week of the total value of the equipments 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.
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 H. P. Govt. Dental College & Hospital, Shimla-171001 and all the transit loss what so ever will be borne by the supplier firm (any monetary limit is not acceptable). It will be the responsibility of approved supplier to deliver the items (products) in the stores of the indenting officers mentioned in the supply order and not at the gate of the institution or the building.

10. <u>TRANSPORTATION OF GOODS</u>

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. <u>INSURANCE:</u>

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

"The tenderer shall be responsible till the entire stores/equipments contracted for arrival in good condition at destination/consignee site. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 03 months after the receipt of goods by the Consignee. If the Machinery & Equipments is not commissioned and handed over to the consignee within 60 days from the date of issue of supply order sent through email followed by post, the insurance will be got extended by the tenderer at their cost till the successful

installation, testing, commissioning and handing over of the goods to the consignee.

12. SPARE PARTS

1. If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the tenderer:

a) The spare parts as selected by the purchaser to be purchased from the tenderer, subject to the condition that such purchase of the spare parts shall not relieve the tenderer of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:
Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc. tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

13. INCIDENTAL SERVICES

1. The tenderer shall be required to perform the following services.

i) Installation & commissioning, Supervision and Demonstration.

ii) Providing required jigs and tools for assembly, minor works required for the completion of the installation if required.

iii) Training of Consignees Doctors, Staff, operators etc. for operating and maintaining the good.

iv) Supplying required number of operation & maintenance manual for the goods.

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

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

For Domestic Goods, including goods already imported by the tenderer under its own 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;

(vi) Copy of Insurance Certificate; &

(vii) Manufacturer's/ tenderer's warranty certificate & inspection certificate.

15. WARRANTY :

1. The successful tenderer shall warrants the equipment for Three(03) Years comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the

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

2. This warranty shall remain valid as per purchase order terms & conditions after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the consignees in terms of the contract, unless specified otherwise in the GCC.
3. In case of any claim arising out of this warranty, the purchaser/consignee shall promptly convey the same in writing to the tenderer. Upon receipt of such notice, the supplier shall, within 07days on a 24(hrs) x7(days) x365 (days) basis, repair or replace the defective goods or parts thereof, free of cost, at the final destination. The tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
4. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period equivalent to three times of down time period from the date such rectified/replaced goods starts functioning to the satisfaction of the purchaser apart from invoking penalty clauses for delay in services.
5. If the supplier, having been notified, fails to correct the defect(s) within 03 days on a 24(hrs)x7 (days) x365 (days) basis, the penalty shall be imposed @0.5% per week of the total cost of machine subject to the maximum of 10% of the total cost the machine.
6. **During Warranty period and CMC period, the supplier is required to visit at each consignee's site at least once in 03 months commencing from the date of the installation for preventive maintenance of the goods apart from the services related calls registered by the consignee/purchaser**.
7. CMC shall include preventive maintenance including calibration as per technical/ service/ operational manual of the manufacture, service charges and spares, after satisfactory completion of warranty. During the CMC period commencing from date of the successful completion of warranty period. Service personnel shall visit each consignee site as recommended in the manufacture's technical/services/operational manual, at least once in six months. CMC shall not be including the consumables. Further there will be 98% uptime warranty during CMC period on 24(hrs)X7(daysX365(days) basis, with penalty, to extend CMC period by double the downtime period.
8. The tenderer shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for **10 years** or the rated life of the equipment, whichever is higher from the date of installation and handing over.

16. <u>ASSIGNMENT</u>

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.

17. <u>SUB CONTRACTS</u>

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

18. <u>MODIFICATION OF CONTRACT</u>

If necessary, the purchaser may, by a written order given to the tenderer at any time during the currency of the Rate Contract, amend the contract by making alterations and

modifications within the general scope of contract in any one or more of the following:

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

19. PRICES

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

20. TAXES AND DUTIES

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.

21. 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 **excluding price quoted for annual CMC** 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) **After Satisfactory Installation and functioning/working Report in original issued by the concerned Head of the Department**

(iv) The Performance Bank Guarantee valid upto two months beyond the expiry period of warrantee 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.
4. **The price quoted for CMC shall be paid on yearly basis after successful completion of said period duly certified by the user.**

22. DELAY IN THE SUPPLIER'S PERFORMANCE

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

(i) a penalty of 0.5% per week of the total value of the equipment/goods will be deducted up to a maximum of 10%. Thereafter , if extension for supply is not granted by the Purchaser, the supply order(s) will automatically stand cancelled, Performance security will be forfeited and the tenderer may be debarred for future supplies for a period of three years(refer GCC clause 9)

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

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

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

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

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

23. LIQUIDATED DAMAGES

1. Subject to **GCC clause-20**, if the successful bidder fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the purchase price, as liquidated damages.

24. TERMINATION FOR DEFAULT

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.

25. TERMINATION FOR INSOLVENCY

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

26. FORCE MAJEURE

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 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.

27. 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.

28. GOVERNING LANGUAGE

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

29. NOTICES

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.

30. 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.

31. APPLICABLE LAW

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

32. GENERAL/ MISCELLANEOUS CLAUSES

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.

33. REQUIRED DELIVERY AND INSTALLATION SCHEDULE

Required Delivery & Installation Schedule: 60 days from the date of issue of Purchase Order through email followed by post to deliver & install at consignee site.

34. SCOPE OF INCIDENTAL SERVICES:

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

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

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

At Consignee Site – As Specified in the Purchase Order. Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site i.e. 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 Orders.

SECTION-IV

LIST OF EQUIPMENTS AND TECHNICAL SPECIFICATIONS – GENERAL AND SPECIFIC

LIST OF QUOTED EQUIPMENTS

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

Technical Specifications – General Requirements

1. **Pre-requisite for equipment installation:** The pre-requisites for installation of equipment should be clearly defined in the technical proposal by bidder and the cost for pre-requisite for installation should be borne by bidder. Before proceeding for installation, bidder to confirm that pre-requisite for installation are completed on site
2. **Installation of Equipment:** Selected/Awarded bidder has to install the delivered equipment by certified or qualified personnel. Bidder to provide user training to end user during installation.

3. **Service/Maintenance:** The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed technical personnel with adequately provisioned spare part store allowing responding to any complaints and to repair within 7 days /replace the unit within 14 days of receipt of complaint.

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

Equipment Name	
Comprehensive Warranty Period	3 Years, Warranty period starts from installation of equipment at site.
Services under Comprehensive Warranty	Besides activities mentioned in Comprehensive Maintenance Services it includes replacement of parts, consumables etc. during the warranty period
Comprehensive Maintenance services	It includes following during warranty & CMC period: • Breakdown calls to be attended as and when required • It includes replacements of part, consumables etc. as per the agreed price list. **The price list for spare parts, consumables for the CMC period to be provided in the financial proposal of the bid.**
CMC Period:	5 years after comprehensive warranty period

5. **Equipment Manual:** Installation**,** Operator, Maintenance/Service manuals in English should be provided with each equipment.
6. **Spare part list**: Bidder to submit the spare part list including the cost for quoted equipment
7. **Accessories list**: Bidder to submit the accessories list including the cost for quoted equipment
8. **Factory Calibrated Certificate**: Equipment must be supplied with valid calibration certificate stating that the equipment has been calibrated at factory.
9. **<u>Packing data</u>**

   Packing data are not necessarily part of the bidding process but are needed for shipment and for customs declarations.

   Net weight. Gross weight.

   Dimensions (W × H × D) in cm.

   Appliances must be transported upright (Y/N). Customer's tariff number.
10. The design and workmanship of equipment offered, including power supply, has to be suited to operate properly and continuously under the climatic conditions in India, especially humidity (e.g. <90% at 35°C), permissible ambient temperature (e.g. +5°C to +45° C), protection against fungi, and possible spikes in the electric network.
11. ISO 9001: The manufacturer must have Manufacturer System Certified to ISO 9001.
12. Safety standards**:** The equipment must comply with ISI certification as per BIS Standards or any equivalent international safety standards such as IEC- 61010 and IEC-60601 etc.

TECHNICAL SPECIFICATIONS – SPECIFIC REQUIREMENTS

DEPARTMENT WISE TECHNICAL SPECIFICATION OF MACHANARY AND EQUIPMENTS

Sr. No	Name of the Machinery & Equipment	Technical Specification
	DEPTT. OF CONSERVATIVE DENTISTRY AND ENDODONTICS	
1	Endoscopic unit with physiosaline	With dual-mode ultrasonic scaler and endodontic treatment system should have dual_mode system for 25khz ultrasonic scaling & endodontics treatments with continuous irrigation .it accepts all 25khz scaling and 25k p-105 inserts. Should have endosonic unit, 1-25kp-105insert, endosonic files and diamonds, two-position foot switch, water and air connection tubing and instruction manual. Endosonic files #15-29mm- pkg. of 6 Endosonic files #20-27- pkg. of 6 Endosonic files #25-31 pkg. of 6 Endosonic diamonds #25-26 pkg. Physiosaline equipment –Physiosaline attachment with all accessory and cutting tips, handpiece having surgical and endo modes.
2	Equipments for injectable thermoplasticised gutta percha	With Enhanced thermal protector to reduce heat around patient contact surfaces, cartridge-free operation to eliminates mid-procedure filling hassles, with thumb shaped handpiece grooves, and following accesories. To include handpiece , control unit, gutta percha, 2-3 sizes of applicator needles and other assessories, 5 pre set programmes soft touch controls, light weight, easy clean surfaces . **ACCESSORIES:** Accessory Kit, Cleaning Kit, Solution and Brushes Heater Reamer Tool, Plunger Shaft Assembly, Multi-Tool Thermal Protectors, AC Power Adapter **Gutta Percha** Gutta-Percha, Box of 100 pcs, Flow 150 Gutta-Percha, 100 pcs **Delivery Needles** Needles, 20 ga. 48 Pack Bulk, Needles, 23 ga. 48 Pack Bulk Needles, 25 ga. 24 Pack Bulk
3	Magnification loups	LED lamp, standard light spot of 40mm approximately, working distance of 350 mm approximately, headlightwith 3 watt LED, convenient to use sleeves, adjustable plastic head band with lock, headlight with rechargeable battery. Rimless frame headlamp.
4.	Face bow with semi adjustable articulator	Adjustable Bennet +/- 0 to 30 degrees, Adjustable condylar guidance 20 to 60 degrees, adjustable incisal guide, dual end incisal pin, autocentring, sterilizable, built in reference pointer, with facebow, with five mounting plates.
5.	Instrument retrieval kit	To mechanically engage and potentially remove separated instrument. Should include microtube with small handle to enhance vision, side window to improve mechanics and 45 degree bevel to scoop obstruction, screw wedge with knurled handle for good grip, threaded mechanism for strong purchase, tapered distal end. Different instruments for coronal to apical, mid to apical and apical one thirds of canals.

6.	Autoclaves for hand piece sterilization	Chamber size 88x179mm, Operating voltage 220v, Wattage approx 1200w, three time pre vacuum preceding vacuum drying, electromagnetic valve, residual humidity less than .2%, ability to sterilize 12 handpieces at one time.
7.	Rubber Dam Kit	Clamp Forceps Stokes, Punch Plier Ainsworth**,** Rubber Dam Frame Young Medium, 11 Rubber dam clamp set with holder, Clamps to be made of high Quality Stainless Steel, Wedjets Stabilizing Cord Pack, Template for creating punch holes. Rubber Dam Sheets 6x6.
8.	**EQUIPMENTS SET FOR CASTING PROCEDURES:** The equipment set should include an (1) Induction casting machine (2) Burnout furnace (3) Metal Grinder(4) Polishing Lathe, (5)Plaster dispenser (6) Spindle grinder (7) Vibrator (8)Pindex system, (9)Circular saw (10) Pickling kits (11) Vacuum investing equipment	**1. INDUCTION CASTING MACHINE**:-Medium Frequency Induction Casting Machine to be used for casting alloys used for refractory alloy melting and investment casting in all fields of dentistry. Should have low power consumption and low power rating (2.5kW),should require no preheating, melting and casting could be started immediately after the machine is turned on, the interval between melting and casting to be about 02 minutes, the machine should work under the voltage of 220V±10%. Should be CE certified. **2. BURNOUT FURNACE:-** Should have T max 1100 °c / 1200 °c, heating from two sides by ceramic heating plates, Ceramic heating plates with integral heating element which is safeguarded against fumes and splashing, and easy to replace, durable cured vacuum fiber module lining, housing made of sheets of textured stainless steel, dual shell housing for low external temperatures and high stability, flap door which can be used as work platform or lift door with hot surface facing away from the operator, adjustable air inlet integrated in door (see illustration) exhaust air outlet in rear wall of furnace, solid state relays to provide for low-noise operation **3. METAL GRINDER:-** Power of 1/3 hp in a totally enclosed, dust and splash-proof housing for polishing and grinding. Two speed lathe, should provide up to 3,450 rpm, counter top. Sealed ball bearings should not need lubrication, manually resettable overload protection, certified for electrical safety, operational at 230 volt 50/60 hz. **4. POLISHING LATHE:-** Polishing lathe with dust collector, variable speed motor, operating voltage 130 to 240 volts, with polishing canvas, wheel, carborundum disc, should work on alloys (Co-Cr, Ni-Cr), stainless steel, acrylic and porcelain. **5. STAINLESS STEEL DENTAL PLASTER DISPENSER:-** Made of stainless steel, operational voltage 230volts, hoisting ability of 50kgs, plaster. **6. SPINDLE GRINDER:-** High speed alloy grinder, CE approved. **7. DENTAL VIBRATOR :-** For removal of entrapped air from mixed dental stone, plaster and investment etc. **8. PINDEX SYSTEM:-** Should fabricate precise parallel drill channels. With Drilling Machine to assure parallel channels for quick, easy, and reliable pin placement, provision for manual drilling with pre set depth system accessories, carbide drill, flexible rubber base molds, handsaw with drills.

		9. CIRCULAR SAW:- Universal arbour, carbon steel material. **10. PICKLING KIT:-** For cleaning gold inlay castings should be capable of removing tarnish, oxides and discoloration, not leave fumes which may corrode lab equipments and instruments, dissolve instantly in warm water to form acid pickling solution. it should have a measuring scoop, acid resistant plastic tweezer, acid neutralizer, lab beaker and cover. **11. VACCUM INVESTING EQUIPMENT:-** Mix all kinds of plaster, investments and silicones operated 220v pressure 150w, ISO certified, 1-550 rpm, capable of generating a vacuum of .08 to .09 mpa.

DEPTT. OF ORAL MEDICINE AND RADIOLOGY

Sr. No	Name of the Machinery & Equipment	Technical Specification
1.	Intra Oral Camera	High sensitivity sensor: CMOS sensor minimum 2MP (3MP/ 4MP preferable) 2. Resolution: 1600x1200 or 720 p HD resolution 3. Power supply: USB 2.0 and 3.0 (direct connection to pc), extendable 4. Zoom: minmupto 4x (400%). 5. LED's: superb right (6 or more) 6. Key for automatic focus . 7.Portable. 8. Depth minm upto 30 mm 9. Should be able to record video. 10. Live image monitor 11. Higher imaging software compatible (sidexis 4.2/ twain) 12. High sensitivity in low light 13. Glass reinforced/ plastic fiber case should be disinfected 14. Should be able to store image. 15. Light weight 16. Accessories: a) disposable sheets. b) USB camera card c) USB extension cable. d) camera holder 17. Scope of focus: 5mm to 50mm or more
2	Intra Oral Laser	1. Power: minimum 10 watts. 2. Voltage: 240 volts (50-60 Hz) 3. Tip: disposable/ serializable. 4. Portable 5. Wavelength: minimum 980 nm (upto 1064nm preferable) 6. Pulse repetition rate: minm upto 20khz. 7. Light weight 8. For following dental applications: a. dentinal hypersensitivity b. biopsy c. treatment of canker sores d. herpetic/apthous stomatitis e. leukoplakia f. hemostasis/ coagulation g. oral papillectomies h. fibroma removal i. frenectomy/ frenotomy j. gingivectomy/ gingivoplasty k. vestibuloplasty l. exposure of unerupted teeth m. soft tissue crown lengthening n. bleaching cum pain therapy o. implant recovery
3	Camera Screening Device	1. Device should be based on fluoroscence/biphotonic technology 2. Non invasive. **3**. Compact and easy top handle. **4**. Portable

		5. Should provide visual information bright and easy to observe 6. Minimum working distance: 8-10 cm 7. Illumination spot diameter: minm 5cm 8. Operating temperature: 15-32 degree centigrade. **9.** Light weight 10. Power requirements: 220-240 volts, 50-60 hz 11. Battery operated. **12**. Either with monitor or ipod 13. **Accessories**: battery, a) eyepiece. b) power cord. c) charging cradle. d) camera attachment part
4	UV Chamber	1. Complete UV reflection. 2. LED lights 3. Inner chamber: rust proof stainless steel which should reflect UV rays 4. Stainless steel trays. 5. Magnetic gasket on chamber 6. Micro door switch immediately cuts off UV source when door is opened preventing accidental UV exposure 7. High intensity UV lamp capable of disinfecting up to 600m3/hr. 8. Durable UV bulbs (min. 2 bulbs of 15 watts each)
5	X-Ray film dryer	1. Drying temperature: From domestic temperature to 60 degrees (constant adjustment). 2. Working: automatic timed control 3. Control time: Automatic 4. Effective drying volume: minm (590x375x510mm). 5. Light weight

DEPTT. OF ORTHODONTICS

Sr. No	Name of the Machinery & Equipment	Technical Specification
1	Reducer and Polisher (Electro polisher)	Microprocessor based elector polisher with additional warmer with liquid 500ml, Voltage AC 220-240V, 50 Hz
2	X- Ray Viewer	**Dimension (mm)** Frame (L x H x T): 1255 x 503x 29mm Viewing Area (W x H): 1112 x 440 Power Consumption: 45W Light Source : LED
3	Hydrosolder	Automatic, steel make, Mains voltage: 1x 230V Mains frequency: 50x60 Hz Mains fuse: 1x10.A Max. Gas production: 6 liter Max. Nozzle size: 0.07mm Dimension WxH Dx (mm): 330x230x 310mm Weight: 22kg.
4	Base former	
5	Spot welder	LED base, five different welding temperature setting, Both welding and soldering operation in one unit, all switches on front panel for easy operation. Perfectly matching electrode in four different shapes.
6	Tracing Table	Illumination TFT LED technology Flicker free. Bluish uniform light. Table made of Plywood with sun mica. Standard Dimension w 24” xh36” x l26”
7	Anatomical articulator with face bow attachment	Transferability, Surgical, Grade Aluminium, Centric Locking Device, Bennett Adjustment HCI
8	Computer software for Cephalometric	All software installed
9	Dental 3D Intraoral Scanner	Speed: 4 Size: 1 Ease: 2 Capture: 4 With touch screen, powder less and colour acquisition.

10	Straight and Contra Angle Micro Motor hand piece	----
11	Oil free Compressor	**Oil Free Air Compressor, the compressed Air Tank for Dental Chair:-** 1. The compressor should be 100% oil free 2. “CE” & “ISO” Certified. 3. Should supply dry air & bacteria free compressed air with two membrane dryers. 4. It should heavy safety valve with auto cut off system. 5. Air delivery capacity should be of minimum 60 Ltr/ at 5 bar. 6. Pressure range 6-8 bar. 7. Minimum 20 Liter tank with anti bacteria Silver nano technology. 8. Very low Operating noise levelof54-66dB (A) 9. The air pressure at dental chair unit should be 2.4 bar. 10. The air pressure at hand piece port should be 2.4 bar. 11. Compressor filter should be3um, membrane drying unit fine filter 3um, sterile filter for membrane drying 0.01 um. 12. Pressure dew point, ≤+ 5º b at tank pressure of 7 bar at 40Cº ambient temperature. 13. It should protect instruments from corrosion and damage through rust particles and the tank contents from the growth of germ, providing hygienically perfect compressed air for application in the patients mouth. **Technical Specification for Oil Free Compressor:** 1. Voltage--- 230 V 2. Electrical Frequency---50-60 Hz 3. Current consumption at 8 bar (8000hPa) A 3.7-4.5c 4. Rated power----0.9-1.09 kW 5. RPM-----1360-1600 6. Mains fusing----LS-10A 7. Fuse type----IP X4B 8. Flow rate at 5 bar with dry air unit---60-70 1/min. 9. On/Off pressure bar----6-8 hPa 10. Safety Valve setting, maximum permissible operating pressure bar---10hPa 11. Pressure tank volume----20L 12. Duty cycle----100% 13. Filter size: filter compressor----3um 14. Sterile filter for dry air unit------0.01um 15. Sintered filter for dry air unit ------35um 16. Noise level less than-----54-66db(A) 17. Dimensions approx__(H x B x D cm)64 x 49 x 43

DEPTT. OF PEDIATRIC AND PREVENTIVE DENTISTRY

Sr. No	Name of the Machinery & Equipment	Technical Specification
1	Spot welder	LED base, five different welding temperature setting, Both welding and soldering operation in one unit, all switches on front panel for easy operation. Perfectly matching electrode in four different shapes.
2	Apex Locator	-Multi based latest generation technology to locate the apical foramen. -User friendly, intelligent interface. -Build in self test for a fast function control. – Auto calibration -Audio feedback,- virtual apex function. -Very high accuracy of measurement. –Very easy handling

		design. -Files should be tracked visually on large colour screen. -Optional progressive audio signal. - Rechargeable battery.

DEPTT. OF PERIODONTOLOGY

Sr. No	Name of the Machinery & Equipment	Technical Specification
1	Steel Bin	• 12 ltr. Capacity, • Stainless steel body/lid, plastic liner • Dimension:40 x 26.5 x 26.5cm
2	Formalin chamber	• 20 inch with 3 trays. • Should be made from special grade of polymer strong material plates.
3	Surgical cassettes with sterilization pouches	➢ **<u>Surgical cassettes</u>:** • Sterilizing cassettes with silicon inserts • Number – for 5 pcs, for 10 pcs • Material – Stainless steel • Size - For 10Pcs:184 x 140 x 30mm • For 5Pcs184 x 68 x 32mm • Stainless steel with good surface brightness, high hardness and no rust. ➢ **<u>Sterilization Pouches</u>:** • Dental self seal sterilization pouches. • Size – 57 x 130 mm • Easy opening thumb notch on every pouch. • Special double sided tape adhesive sealing. • Should be made of strong medical grade sterilization paper. • Quick and efficient sealing without professional equipment.
4	Electro surgery Units	• Power output: 50W (@ 400 ohm load • Power supply: 110V±5% ~50/60Hz 92VA or 220V±5% ~50/60Hz 92VA • Work frequency : 1.5~1.7MHz±5% • Dimension (cm): 23(L) x 22.5(W) x 8.5(H) • Hand piece cable length: 190 cm • Indifference plate cable length: 190 cm • Weight: 5 kg • Main Unit • Power Cord • Universal foot switch • Grounding plate • Hand piece • Electrode set of 7 (should include the following): 1) Diamond shaped electrode 2) Small loop electrode 3) Large loop electrode 4) Fine wire electrode 5) Heavy wire electrode 6) Oval loop electrode 7) Heavy ball electrode
5	Bone fixation screw kit	• 1 Bone Tack Holder . • Tacks having 2.5mm diameter. • High Quality Titanium membrane tacks.
6	Bone trephines for harvesting autografts (6-8-12 one set)	• Set of 6 short trephines with bur block. • Fit – latch type handpieces. • Internally irrigated.

		• Depths marked at 2,4,6,8 and 10 mm. • Made from high quality stainless steel.
7	Intra Oral Camera High Resolution	• sensor delivers high-resolution images that remain clear and crisp • Precision 7-element glass optical lens to produce exceptional image quality and helps prevent image distortion • Optimized to help ensure images maintain their natural color tones • USB connection to make it a highly portable, plug-n-play camera • Capture buttons featured on both sides to accommodate right and left handers • A single press freezes the image; to save the image into the patient's record • Integrates brilliantly with DEX Capture software for guided and flexible workflows
8	Instruments trolleys	• High Quality epoxy power coated trays & trolley stand • Rust free coating • Multi-purpose trays • 360 degree moveable wheels for portability • LENGTH: 42cm • BREADTH: 16cm • HEIGHT: 90cm
9	Surgical kit	• Pocket marker tweezers, left and right. • Goldman fox scissors curved-TC. • Gracey curettes 1-2, 3-4, 5-6, 7-8, 9-10, 11-12, 13-14, 15-16, 17-18. Goldman Fox no. 21,7,11,9. • Crane Kaplan no. 6. • Towner Jacquette U15-33. • Periosteal Elevator Molt No. 9. • Kirkland Knife #6. • Orban Knife #6. • Kramer Periodontal Curette ○ KRA-1, KRA-2, KRA-3 ○ Double ended ○ Round handle ○ Satin stainless steel • 23/UNC-15 • Prichard 1/2 curette • Files – Schluger 9/10, Sugarman 1S/2S, 3S/4S. • Hoexter #1, #2, #3. • Scalpel handle – straight, angulated. • Bone/soft tissue nipper 4” (10cm). • Mini Friedman rongeur 5$^{3/4}$” (14.5cm). • #36/37 Rhodes back action chisel. • #16 scissors – small narrow beak scissors. • Kramer Nevins periosteal elevator #1. • P-24 periosteal elevator.
10	Educating Models	Explains the following aspect: • Class I Occlusion • Tooth Anatomy DIMENSIONS: • Length: 7cm • Breadth: 8cm • Height: 5.5cm

11	High Vacuum Suction (Surgical aspirator)	Input voltage: 230Vac ± 10 %, 50 Hz Power consumption max.: 500 Watt. Jar capacity : 5 Lts. Max. Free air flow(1PM): 60 ± 10 % Vacuum power (Sea level): 700 mmhg ± 5% Vacuum gage tolerance: ± 10 % Collection jar tolerance: ± 10 % Noise level: < 50db Compressor : Oilless piston pump Device body: Plastics Stand body: Antistatic painted metal Vacuum entrance: Double Left-right Jar Change: With electronic button, With sensor automatic Foot pedal: Optional Probe container, Mobile stand, Stand basket, Float system, Hydrophobic	
12	**IMPLANT CLINIC ARMAMENTARIUM:** The equipments set should include(1) Implant Kit (2)Physio Dispensor (3)Implant maintenance kit (Plastic instruments) (4)Implant Guide (5) Implant removing kit (6) Sinus Lift kit.		
	1. Implant Kit	• Kit box • Implant driver conical connection • Implant driver conical connection • Implant driver conical connection • Implant driver conical connection • Implant driver conical connection • Implant driver conical connection • Implant driver conical connection • Implant driver conical connection • Implant driver conical connection • Screwdriver manual unigrip 28nm • Drill extension shaft • Direction Indicator • Implant prosthetic organizer • Manual torque wrench surgical • Depth probe 7-18 mm Z-shaped • Implant sleeve holder • Surgical driver • Radiographic templates • Wall chart • Drill • Screw taps • Tissue punch • Ratchet driver • Prosthetic flexibility	3.028 mm 3.037 mm NP28 mm NP37 mm RP28 mm RP37 mm WP28 mm WP37 mm 2.4-2.8 mm*4 • Standard and individualized zirconia titanium abutment • Individualized implant-level partial and full arch bridges in zirconia and titanium. • Dual function • Internal conical • Hexagonal interlocking • Built in platform

		• Prosthetic connection • Clinical situations • Platforms • Platform diameter • Abutment interface • Length • Surface • Material	shifting • All indications • One and two stage surgical procedures • Immediate temporaisation/immediate loading • Narrow(NP) 3.5mm • Regular(RP) 4.3mm,5mm • NP 3.5mm • RP 3.9mm • 3.0 mm • 3.4mm • 8.5mm,10mm,11.5mm 13mm,15mm,18mm • Titanium oxide • Moderately rough • Pores in the low micromotor range • Macroscopic grooves on implant threads and collar • Commercially pure (c.p)Grade 4 cold worked Titanium 860 Mpa tensile strength.
	2. Physio Dispensor	• Main Voltage: 100-120V • Rated current: 0.3-0.6A • Frequency: 60-60Hz • Coolant flow volume at 100%: At least 90ml/min. • Hand piece: Straght and contra angled with LED. • Speed range: 300-40000rpm • Precise torque limit: 5-70Ncm. • Upo 80 Ncm powerful torque • Illuminated display for greater visibility • Flexible speed control between 200 ~ 40,000 min^{-1} • Optic / Non Optic Brushless micromotor with the lowest noise and vibration level • User-friendly simple operation • Up to 8 User-programmable preset memories • Hands-free operation via foot control unit • Powered with advanced handpiece calibration • Autoclavable handpiece • 8 x 8 Implant programs **Key Specifications** • Powerful torque • Illuminated display • User-friendly • Fully integrated system	
	3. Implant maintenance kit (Plastic instruments)	• Scaler handle • 204S scaler tips • H6/H7 scaler tips • Columbia 4R/4L tips	• Made of PLASTEEL: A high grade, unfilled resin that causes the least amount of alteration to implant Abutment surfaces 20% thinner tip design

		• Langer 1/2 tips • Barnhart 5/6 tips • Probe handle • PCV 11 tips • PCV 12 tips • Williams tips • UNC 12 tips	• (3-6-8-11) • (3-6-9-12) • (1-2-3-5-7-8-9-10) • (1-2-3-4-5-6-7-8-9-10-11-12)
	4. Implant Guide	• Surgical guide utilizing silicon spacer and unique parallel pin • Guide Drill • Spacers • Parallel Pins (x2) a) Ellipse **b)** Tripod	
	5. Implant removing kit	• **Trephine bur** • **Craw Driver** • **Screw Drill** • **Tap Driver** • **0.7 Slot Driver** • **Screw Guide** • **Implant remover** • **Hand / Straumann Adapter** • **Driver Hand Adapter** • **Implant forceps** • **Guide Wrench**	• **4.5,5.0,5.5,6.0** • (1500 2000RPM)
	6. Sinus Lift kit	• Twist drill 2.0 • CAS drill • Stopper system • Depth gauge • Hydraulic lifter • Bone carrier:- Stainless steel reusable latex free • Bone condenser:- Blunt Stainless steel reusable latex free. • Bone spreader:- Blunt Stainless steel reusable latex free. • Maxillary sinus lift curettes:- Severe bend sinus lift curettes Standard bend sinus lift curettes. • Antraplasty elevator. Sinus lift bur	

DEPTT. OF ORAL PATHOLOGY AND MICROBIOLOGY

Sr. No	Name of the Machinery & Equipment	Technical Specification
1	Parafin wax Bath	Bath should be made of PCGI Powder. Coated external and inner stainless steel 304. Slide heating packet should be at the bottom Water jacketed Chamber assure perfect uniformity of temperature. Should have at least 6 embedding cups with lids & container are provided to hold at least 8 glass tubes for stocking paraffin. The temperature is controlled by microprocessor Based Digital Temperature Indicator-cum controller to work at room temp to 70 C with accuracy of + 1 degree C. Supplied on/ off switch indication lamp plug card & connector operatable on 220 volts AC.

2	Microtome Semi Automated	Should have ergonomic design, compact dimensions, vertical guidance by zero back lash & maintenance free cross roller bearing, Electronic precision feed mechanism with stepping motor technology, Section thickness range from 0.5up to 500um, fine section thickness range 0.5 to 100 microns, Especially smooth running hand wheel, One hand quick clamp change, fine orientation with one hand operation & zero positioning, Essay exchange of specimens, specimen refraction during return travel can be turned off, Two section thickness areas that can be selected easy switchable, Removable operating panel with full graphic display, Facility of indication of all relevant information such as section thickness trim thickness remaining travel of the specimen feed as well as time & date, Reduced number of button for intuitive operation, Planed & ergonomics one knob operation of the specimen feed with variable speed adjustment , -Design with highest demands concerning operational safety & ergonomics, Integrated removable storage plate, Stepping motor micrometer mechanism, - Specimen retraction during return travel 40um can be turned off. -Fine section thickness feed via precision stepping motor should be from 0.5 to 100 microns Up to 2 um in 0.5 um increments Up to 10 um in 1 um increments Up to 20 um in 2 um increments Up to 30 um in 5 um increments Up to 40 um in 10 um increments Up to 100 um in 20 um increments Trimming thickness feed via precision stepping motor Up to 500 um should be Up to 10 um in 5 um increments Up to 100 um in 10 um increments Up to 200 um in 20 um increments Up to 500 um in 50 um increments Should have horizontal feed range 25 mm and vertical specification stroke 70mm to make possible cutting of larger tissues. Specification orientation universal 8^0 can be rotated 360^0 -Microtome is to be supplied with following items: -Object orientation unit Slandered object clamp/universal cassette clamp Disposable blade holder with common base for high & low profile blades Knife holder Tungsten carbide knife wedge profile 2 Nos. 16 cm with their cases 6 Needles. Toll kit & user manual operate on 220-240V 50-60Hz AC supply Unit must be CE/USFDA approved. There should be warranty of 3 years followed by CMC for 5 years.
3.	Tissue Floatation Water Bath	Should be round cornered seamless die-pressed stainless steel internal reservoir & powder coated electro galvanized sheet outer Resists rusts. It should be designed for separation flattering out & drying of cut tissues sections in histology & pathology. Both Dimensions in mm. L 295 mm x B 145 mm x D 100 mm

		Glass basin should be adjustable L 280 x B 175x D 50 Tank capacity should be approx. 3.5. lit. Gap between inner & outer is fitted with high grade insulation for minimum thermal loss. Conventional drying slab for pre drying of slides. -Temperature from ambient $\pm$ 5^0 C to 70 ^{0}C + 1^0 C at 37^0 C controlled with the help of Microprocessor based Digital Temperature Indicator-Cum controller within build timer & buzzer. -Supplied on/ off switch plug card and connector operatable on 220 volts AC.
4.	Slide warming Table	Rectangular flattening table intended for clinical histopathology. Length 350 mm x width 250 with a jet black Aluminum Surface having high thermal conductivity. Ambient temperature 75^0C Programmed & set temperature are displayed on the instrument. Power supply 220v AC 50 Hz
5.	Laboratory Hot Plate	Laboratory hot plates rectangular in shape. Heating Platform made of Aluminum diecast. Digital Temperature Indicator & Digitally controlled
6.	Pentahead Microscope	**Optical system:-** USI2/UIS (universal infinity corrected system) optical system featuring infinity correction. **Illumination**- Long life LED. Approx 30,000hrs. LED light source should be provided spare. **Viewing head:-** Siedentop F design trinocular head inclined at 30^0 or more Inter puppilary distance 48 to 76mm with diopter setting. **Viewing head for co-observer**:- Siedentop F design binocular head inclined at 30^0 or more Inter puppilary distance48 to 76mm with diopter setting. **Multihead attachment**:- 4 additional viewing heads apart from primary user with MTH splitter. End illumination should be as strong as the master objective. Siedentop F design binocular eye piece tube with inclination of 5^0 to 30^0 or more. Diopter adjustment for secondary observer with F.O.V-22mm or more. **Eye piece:-** 10x/F.N20 or more (5 pair or more), antifungal **Eye piece tube:-** 3 way light path (50:50,100:0,0:100) **Nose piece:-** Quadruple nose piece or more. **Focus Drive**:- 3 step focus function drive coarse medium and fine focusing. Focus torque adjustment and adjustable focus stop. **Condenser:-** Swing out /central Abbe condenser for bright and uniform illumination. **Objectives:-** 4x,10x,40x,100x or more. High performance antifungal plan achromat. **Mechanical Stage:**- Rectangular ceramic coated stage with double slide holder. Option for both right and left hands. **Pointer unit:-** LED colored unit **Digital camera:** – COMS colored camera with high resolution 15 MP or more. Image analysis software for image acquisition, annotation 2D/3D, auto measurement point to point with drag and drop. **Note:**- Correction of axis and stability should be responsibility of supplier **Computer work station:-** Branded computer with i5 processor or better, 4GB RAM,1GB Graphic card, DVD writer, original window 10 professional,1TB HDD,22”/24” TFT monitor with HDMI, input for live image display with facility of simultaneous viewing of microscopy and image projected on the moniter, keyboard and

		mouse, colour inkjet printer with scanner and copier should be essential part of supply. The microscope should be upgradable for fluorescence, phase contrast, polarisation and digital image analysis. All microscope unit including a frame, light source camera must be from same manufacture. All power cables and other necessities for installation should be provided by supplier. **Accessories/spare**: Vinyl dust cover, Oil for immersion, blue filter, LED halogen bulb. **Certification**:- USFDA/CE/ISO **Note:**- 03 year warranty and 5 years CAMC. Spare parts should be available for next 10 years.
7.	Wax block storing cabinet	**Size:** Width-350 mm, Depth- 320mm, Height – 330mm. Voltage-220 V Rating 180 VA motor speed 1420RPM Grading wheel S.C. around 280 mm in direction with a water load connection & rubber drain.
8.	Dressing Drums	Made of seamless stainless steel bearing ISI Mark for sterilization of Dressing Cotton Gauzes Gloves & Surgical instruments. Size 275 x 240 mm……1 no 225 x 225 mm……..1 no 250 x 240 mm……1 no
9.	Hot Air Oven	Outer body made of PCGI sheet duly powder coated. Inner chamber and adjustable trays are optionally made Stainless steel (SS-304 grade). Bottom heated unit suitable for general drying fan with microprocessor digital mode with LED display. Internal Dimension W x D x H in mm (300x300x300). Capacity 25Lts. Approx. the door has synthetic rubber gasket. Temperature range 50^0C to 250^0C+2^0C to work at 220/230 volts AC supply.
10.	L-Mould Embedding Moulds/ Leukart,s Pieces	Mode of brass alloy metal, moulded smooth surface 6 to 8 mm well thickness to distribute the heat uniformity. **Size:** 35x25x15mm pair---------3 Pair 50mmx25x15mm pair---3 pair 75mmx30mmx20mm----3 pair

DEPTT. OF ORAL & MAXILLOFACIAL SURGERY

Sr. No	Name of the Machinery & Equipment	Technical Specifications
1	**Distraction Osteogenesis kit**	1.For use in Mandibular distraction bone lengthening in congenital and acquired defects of mandible in right and left side and in children and adults. 2. The Device should be autoclavable, reusable and made of S.S. including distractor assembly, screws, rods, pins and reconstruction plates. 3. The Distraction system should have facility to modify for specific applications in limited bone stock where multivector distraction is desirable. 4. Distraction system should be having an external activator with suitable autoclavable activation device for easy access for activation for both right and left side. 5. The Distraction system should allow for post-operative manipulations for vector adjustment in three dimensions (x, y, z axis) 6. The Distraction system should be having mechanism to allow independent distraction of body, ramus in three dimensions.

		7. The Distraction System should be having suitable markings to guide easy assembling of system for right and left side. 8. Distraction System should be provided with autoclavable modules for keeping all parts along with instruments. 9. The Distraction System should be complete with all drill bits, sleeves (single & double),screws nuts, keys etc. in double number for both right and left side. 10. Instrumentation for parallel placements of pins for distractor of different rod lengths. 11. All keys, screwdrivers and accessories like Pins, Distraction device should be provided. 12.Distraction system should be US-FDA and/or European CE certificate.
2	**IMPLANT CLINIC ARMAMENTARIUM:** The equipments set should include (1) Physio Dispensor (2) Implant kit	
	1. Physio Dispensor	The unit should LCD display with micro-processor controlled and brushless electronic single motor. Motor and its cooling systems should be safe for micro surgeries and implantology and should have versatility under sterile conditions in order to avoid infections and tissue damage. Should have a feather touch panel for easy operation. Should have single function keys with haptic and audible feedback. Unit should have a built-in torque controller with safety for overload protection. Should have selectable torque levels upto 70 Ncm Should have programmable speed control with facility for varying the speed with footpedal. The unit should give alarm when in reverse mode. The unit should have built-in irrigation pump for cooling system with 10-step adjustment for flow rate. **<u>Technical Data</u>** Speed : 300-40,000 rpm Voltage : 230 V, 50 Hz Power : 120 Watts Unit must conform to IEC 601-1 Class 1, Type BF. The unit should carry CE Mark and should be ISO 9001/ EN46001 certified. Unit to be supplied complete with standard accessories. Unit should be quoted with all essential accessories and Handpieces including Straight Hand piece, 20:1 Contra angle Reduction handpiece.
	2. Implant kit	1. Innovative Internal hex implant system, should have at least 15 years proven clinical track record 2. Should be US-FDA & CE compliant 3. Should have had implants & components made from Ti grade V 4. a) Should have had variety of self drilling & self tapping spiral , tapered & cylindrical designed Implants :- b) with wide choice of Dia & length to suit, immediate extraction, immediate loading, anterior & posterior maxillary & mandibular implants. c) Implants should have Nanotec, high trabecule surface d) Should provide Platform shifting & switching in the system 5. Choice of narrow implants for narrow ridges. Also specially developed short implants for vertically resorbed jaws. 6. Multi unit abutment system for tilted implants.

		7. Should have wide variety of common components across the system, prosthetic Ti, castable, Zirconium abutments viz straight, angulated (15, 25 & 35 degree), ball abutments, locator system, doldar supporting, Tapered connection of titanium, etc. 8. Common surgical kit , healing screws, Impression transfer & analogs. **DELAY AND IMMEDIATE LOADING IMPLANTS** □ Should have internal hex design with tapered body and core. □ Should have micro rings at the top to help in bone platform shifting. □ Should be capable of self drilling and self tapping for easy implant insertion. □ Should be double thread design (2 x 1.2 mm). □ Implant design should be such that thicker square head lies in coronal Section , thinner square head in middle section while sharp and deep 'V ' threads in apical section to help prevent damage to anatomical structures. □ Should be available in different sizes – dia. available in 3.3 mm, 3.75 mm, 4.2 mm & 5.0 mm size whereas length available in 8.0 mm / 10.0 mm / 11.5 mm / 13.0 mm / 16.0 mm size. □ Should be supplied with compatible 1, 2 or 3 mm Titanium lock abutment. □ Should be supplied with cover screw & mount in the packing of implant □ Should have common abutment, healing screw (Gingiva former), Impression transfer & implant analog. (Bone platform switching) □ Should have internal hex design with tapered body and core. □ Should have micro rings at the top to help in bone platform shifting. □ Should be capable of self drilling and self tapping for easy implant insertion. □ Should be double thread design (2x2.4 mm) with wide thread step. □ Implant design should be such that thicker square head lies in coronal section, thinner square head in middle section while sharp and deep 'V' threads in apical section to enable the implant to penetrate small diameter prepared sites.
3.	**<u>SINUS LIFT KIT</u>** 1. Crestal Approach Kit Version	Sinus Crestal Drill 2.4 mm Sinus Crestal Drill 2.8 mm Sinus Crestal Drill 3.2 mm Sinus Crestal Drill 3.6 mm Sinus Crestal Drill 4.4 mm Sinus Crestal Initial Drill Sinus Crestal Stopper 2 mm Sinus Crestal Stopper 3 mm Sinus Crestal Stopper 4 mm Sinus Crestal Stopper 5 mm Sinus Crestal Stopper 6 mm Sinus Crestal Stopper 7 mm Sinus Crestal Stopper 8 mm Sinus Crestal Stopper 9 mm Sinus Crestal Stopper 10 mm Sinus Crestal Stopper 11 mm

		Sinus Crestal Inserter Sinus Crestal Bone Syringe Sinus Crestal Bone Condenser Sinus Crestal Depth Gauge Sinus Crestal Spreader 2.7 mm Sinus Crestal Spreader 3.1 mm Sinus Crestal Spreader 3.9 mm Sinus Crestal Stopper Holders (Pack Of 10) Sinus Crestal Kit Case
	2. Lateral Approach Kit Version	Sinus Lateral Drill 2 mm, 6.5 mm Sinus Lateral Drill 2 mm, 7.5 mm Sinus Lateral Drill 2 mm, 8.5 mm Sinus Lateral Drill 3.5 mm, 6.5 mm Sinus Lateral Drill 3.5 mm, 7.5 mm Sinus Lateral Drill 3.5 mm, 8.5 mm Sinus Lateral Elevator Sinus Lateral Elevator Sinus Lateral Elevator Sinus Lateral Kit Case Sinus Lateral Number 6 Bur
4.	Flexible Intubation Video endoscope with Screen	**A set of Tracheal Intubation videoscope for Adult and Pediatric patients should be quoted with following specification:-** 1. Flexible intubation Endoscope with CMOS chip on tip for digitally transferring the image to the screen. Intubation Endoscope should display Full Frame 4:3 Imaging, replacing the circular display windows. The image can be displayed directly on a small TFT monitor attached to the screen. 2. Screen 7 inch or more in size of display with clearly arranged soft keys for immediate use. The screen should have Composite output for connecting to a big screen. 3. Automatic/manual white balance facility should be available on the monitor as well as on the scope. 4. Documentation of video & still images should be possible on data card or USB drive with JPEG and MPEG4 format which can be easily transferred to the computer/laptop. Documented videos & still Image should be easily recalled on the monitor. 5. Screen should be rechargeable & runs on Lithium Ion Batteries (operating timew-1 hr or more) 6. It should be light weight, high resolution & Potable flexible scope. 7.Airway Guide (cum Bite block) for oral intubation should be provided with the set(at least10 airways) 8. TUBE HOLDER should be a part of standard accessory. 9. Set should include-Suction adaptors (Disposable),Cleaning brush & Leakage tester as standard accessories. 10. **Suitable for following applications**:- (a)Bronchoscopy (b)Endotracheal intubation (c)Foreign body removal, (d)Bronchial Lavage (f) Inspection of the airway, (g)Dilatation Tracheotomy. 11. Five sets of brushes for cleaning, catheters for bronchial lavage and forceps for foreign body removal and any other accessories recommended by the manufacturer should be quoted with each video scope ,, Prize for live sets of above per year should also be quoted and free zed for five year. Technical details of Flexible Video Endoscope:-

		a)Tip deflection UP/DOWN:$\leq 140^0/\geq 140^0$ b) Angle of view 85 or more. c) Working length: at least 60 cm. d) Total length; at least90 cm or more. e) Working channel diameter: at least2.2 mm. f) Distal Tip Outer Diameter:5.2+0.3mm for adult application and 3.5+0.5 for paediatric applications. A 250W or higher halogen light source and light transmission cable from the same manufacturer should be quoted along with 2 spare bulbs Cost of the bulbs should also be quoted for five years. Accessories for disinfection should be supplied. Suitable trolley should be supplied and user manuals should be supplied Demonstration is must.

DEPTT. OF PUBLIC HEALTH DENTISTRY

Sr. No	Name of the Machinery & Equipment	Technical Specifications
1	**Carbon Monoxide Breath Analyzer**	1. It should have colour touch-screen display. 2. Response time should be <30 seconds to 90% FSD. 3. Recording and interpreting results should be quick and easy. 4. It should have automatic calibration to ensure accurate results. 5. There should be provision mouthpieces for excellent and low cost infection control. 6. It should have storage of up to 100 reading and personal profiles. 7. There should be familiar green, amber and red traffic light system for making CO levels instantly identifiable to patients. 8. It should have electrochemical sensor with $\pm$ 5% repeatability and accuracy. 9. Sensor operating life should be 5 years(2-years warranty) 10. Sensor sensitivity should be 1ppm. 11. Its weight should be in <250gm 12. H2 cross sensitivity: <12% **DESIRABLE SPECIFICATION.** 1. It should be able to provide instant result in exact ppm for %COHB and %FCOHB 2. There should be provision for adults, adolescents and pregnant woman testing mode. **ENVIROMENTAL FACTORS.** o Operation temperature range should be 0-40 degree Celsius. o Storage/transport temperature: 0-50^{0}C. o Operating/storage/transport pressure: Atmospheric $\pm$ 10%. o Operating humidity: 15-90% non-condensing. o Storage/transport humidity: 0-95%. **DOCUMENTATION** ser/Technical/Maintenance manuals to be supplied in English.

SECTION-V

GENERAL POINTS FOR AWARD OF CONTRACT

GENERAL POINTS:

1. WARRANTY:

a) Three years Comprehensive Warranty as per Conditions of Contract of the Tender document for completes Equipments (including all parts and accessories) and satisfactory installation, commissioning, trial run & handing over of equipment to Institution/Dental College.

b) 98% up-time Warranty of complete Equipments (including all parts and accessories of the equipment, wherever applicable) with extension of Warranty period by three times the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
All spare parts/software updates should be provided free of cost during Warranty period.

2. AFTER SALES SERVICE (DURING WARRANTEE PERIOD):

After sales service centre should be available in Himachal Pradesh or nearby area on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 03 days. The service should be provided directly by Tenderer else penalty @0.5% of the value of purchase order/supply order shall be levied subject to maximum of 10%. **Undertaking by the Manufacturer/authorized Distributor that the spares for the equipment shall be available for at least 10 years or rated life of the Machinery & Equipments, whichever is higher, from the date of supply?**

3. CMC PERIOD:

The Bidder/OEM has to give an undertaking that after expiry of warranty period, it will be provide Comprehensive maintenance Service for next 05 years for the offered products.

4. TRAINING:

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

Section – VI

Deleted

Section – VII

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 Equipment 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- XII**

5 (a) The Tenderer (or Manufacturer) should have supplied and installed quoted equipment or similar equipment in the last three years **(as per Performa-"A"**) from the date of Tender Opening, adequate/sufficient quantity of the similar equipments meeting major specification parameters and which is functioning satisfactorily in India. **(Upload documents for confirmation.)**

6. Copy of Manufacturing License.

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

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

9 Declaration in **FORM–C"** as prescribed in **Section-XII** that the bidder has not been debarred/blacklisted by any Government/Semi-Government organization for quality of product/services and that there is no major complaint against the quality of service/products by any organization.

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

11 Permanent Account Number (upload scanned copy).

12 Income tax return for the financial year 2019-20 ,2020-21 & 2021-22 (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

Signature and seal of the Tenderer

SECTION – VIII

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 – IX

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

SECTION – X

Deleted

SECTION – XI

Deleted

SECTION – XII

FORM-A

MANUFACTURER'S AUTHORISATION FORM

To

_____

_____

(*Name and address of the purchaser*)

Dear Sirs,

Ref. Your TE document No. _____ Dated. _____

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

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

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

Yours faithfully,

_____

_____

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

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

FORM – B

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

To

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

Sir,

I/we have carefully gone through the Terms & Conditions contained in the Tender Document No. HFW(GDC)G(3)-5/99-3010 regarding procurement of **Machinery & Equipments** for the H.P. Government Dental College & Hospital, Shimla-1. I, declare that all the provisions of this Tender Document are acceptable to me/my Company. I/we further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address:_____

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

SECTION – XIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Purchaser, (supply order placing Authority)

……..

……..

WHEREAS_____(Name and address of the supplier) hereinafter called "the supplier" has undertaken, in pursuance of contract no_____ dated _____ to supply (description of goods and services) herein after called "the contract".

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs._____(Amount of the guarantee in words and figures) which is 6% of the total value of the Purchase Order, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to ---------- months from the date of satisfactory installation of the equipment i.e. ---------- (indicate date) up to 90 days beyond the period of warranty i.e---------- (indicate date).

…….

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

……

Name and designation of the officer

……

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

SECTION – XIV

CONTRACT FORM - A

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

To

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

Contract No._____dated_____

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

1. Name & address of the Supplier: _____

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

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

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

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

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

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

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

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

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

(ii) Delivery schedule of 60 Days from the date of issue of supply order through email followed by post.
(iii) Acceptance for submission of Performance Security as per purchase order.
(iv) Warranty clause - as per Tender document
(v) Payment terms – as per Tender document.
(vi) Paying authority –

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

Received and accepted this contract

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

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

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

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

SECTION – XV

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 – XVI

Performa of Final Acceptance Certificate by the Consignee

No_____ **Date**_____

To

M/s _____

_____

_____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Purchase Order No_____dated_____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) Nos. _____

(d) Quantity: _____

(e) Invoice No. _____dated _____

(f) Name of the Consignee: _____

(g) Date of Receipt of equipment.: _____

(h) Stock Entry page No. : _____

(g) Date of Installation: _____

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

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

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

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

Signature

Name Designation with stamp

SECTION – XVII

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 to 2021- 2022 is Rs. .....Lakhs

Signature of Chartered Accountant

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

SECTION – XVIII

CHECKLIST OF TENDER DOCUMENTS FOR PROCUREMENT OF MACHINERY & EQUIPMENTS

Name of Tenderer:

S. No	Activity	Yes/No / NA	Page No. in the TE document	Remarks
1	Have you uploaded proof of deposit of cost of tender document and EMD of required amount as per section-1?			
2	Have you uploaded proof of deposit of Earnest Money Deposit as per Section-I?			
3	Have you uploaded Power of Attorney in favour of the signatory to the tender document?			
4	Have you uploaded manufacturer's authorization as per Section -XII (FORM- A)? (Original letter must also be submitted)			
5	Have you uploaded Copy of Manufacturing License? (In case of OEM is a bidder)			
6	Have you uploaded Turn-Over certificate for last three years i.e. 2019-20, 2020-21& 2021-22 duly attested by the Chartered Accountant and the bidder has average Annual Turnover of Rs. ___ during F.Y. 2019-20 to 2021-22?			
7	Have you uploaded Income Tax Return for the Financial Year 2019-20, 2020-21& 2021-22?			
8	Have you uploaded copy of GST Registration certificate?			
9	Have you uploaded PAN ?			
10	Have you uploaded Declaration in FORM-B on stamp Paper of Rs.100/-?			
11	Have you uploaded Performa-"A" regarding past performance for the period of last three years?			
12	Have you uploaded duly filled in Tender Application Form as per format in Section -VIII?			
13	Have you uploaded Undertaking by the Manufacturer /Principal National Distributor that the spares for the equipments shall be available for at least 10 years or rated life of the equipment, whichever is higher, from the date of supply			

14	Have you accepted terms and conditions of Tender document (FORM-B) ?			
15	Have you fully accepted payment terms as per Tender document?			
16	Have you accepted the warranty as per Tender document?			
17	Have you uploaded documents establishing your Eligibility & Qualification Criteria as per Tender documents?			
18	Have you uploaded clause-by-clause technical compliance statement (Fact Sheet) for the quoted Equipment vis-à-vis the Technical specifications?			
19	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			

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

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

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

_____
(Signature with date)

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