

POSTGRADUATE INSTITUTE OF DENTAL SCIENCES, ROHTAK

No. PGIDS/PUR/2022/ 830

Dt. 27/1/2022

To

The Sr. Professor I/C Telemedicine & IT
PGIMS, Rohtak.

Sub: To uploaded the **Short Term E-Tender** Notice No. 04/2022 due on 28/02/2022 upto 5:00 PM and to be opened on 02/03/2022.

It is intimated that the Tender for the purchase of Dental Material has been sent to the Public Relation Officer, Pt. B. D. Sharma University of Health Sciences Rohtak for Publication in one Hindi. It is requested to upload the above mentioned Tender Notice alongwith all details related to e-tender on www.etenders.hy.mn, and University Website. the Internet for wide publicity.


PRINCIPAL

Tender notice

	PGIDS Rohtak
Short terms eTender Notice 04/2022 due on 28/02/2022 upto 5:00 pm and to be opened on 02/03/2022 eTenders Portal www.etenders.hy.mn , short term e-Tender (two Bid System) from Eligible Bidders are invited for Dental Material. Instruction & technical details available on Portal www.etenders.hy.mn , and e- www.uhst.ac.in .	

POST GRADUATE INSTITUTE OF DENTAL SCIENCES ROHTAK.

SHORT TERM e-TENDER NOTICE NO. PGIDS/PURCHASE/04/2022/ dated 27/01/2022 due on 28/02/2022 upto 5.00 PM and to be opened on 02/03/2022 at 12.00 Noon e-Tenders Portal www.etenders.bry.nic.in, Institute website: www.uhsr.ac.in

ADVERTISEMENT

Short Term e-Tenders (Two Bid System) from Eligible Bidders are invited regarding purchase of Dental Material. Instruction & technical details available on Portal www.etenders.bry.nic.in, and University Website.

Purchase Officer

POST GRADUATE INSTITUTE OF DENTAL SCIENCES, ROHTAK

Sr. No of tenderer:

SHORT TERM e-TENDER Dental Material

DUE ON 28/02/2022 upto 5.00 PM AND WILL BE OPENED ON 02/03/2021 AT 12.00 Noon

Name and address of the party in whose Favour the Tender form has been issued:

I/We hereby submit our tender for the _____

I/We now enclose herewith D.D. No..... dated..... issued by _____ (name of the bank) for Rs. 2000/- as Tender fees in favour of Registrar, Pt. B. D. Sharma, University of Health Sciences, Rohtak payable at Rohtak.

I/We have gone through all terms and conditions of the tender documents before submitting the same.

I/We hereby agree to all the terms and conditions, stipulated by the institution, in this connection including delivery, warranty, penalty etc. Quotations for each schedule are being submitted under separate covers, and sheets and shall be considered on their face value.

I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialled.

Tenders are duly signed (No thumb impression should be affixed)

I/We undertake to sign the contract/agreement, if required, within 15 (fifteen days) from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at **PGIDS/UHS ROHTAK**.

NOTE: ALL TAXES SUCH AS GST ETC. HAVE BEEN INCLUDED IN THE PRICE QUOTED. FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

1. WITNESS _____

2. WITNESS _____

Signature of tenderer Tender(s) full Address

POSTGRADUATE INSTITUTE OF DENTAL SCIENCES ROHTAK (HARYANA)

Tender Notice No. 04/2022

Dt. 27/01/2022

Postgraduate Institute of Dental Sciences, Rohtak (Haryana) invites Online Bids for Short Term e-tenders (two Bid System) through e-tendering Portal: www.ctenders.hry.nic.in, from Reputed Manufacturers/ Authorized Distributors & Eligible Bidders for the following items, for use in Postgraduate Institute of Dental Sciences Rohtak (Haryana) India:-

SHORT TERM TENDER	PARTICULARS OF TENDERS	DOWNLOAD OF DOCUMENTS TO BE STARTED FROM	LAST DATE OF SUBMISSION OF TENDER	LAST DATE OF OPENING OF TECHNICAL BID
PGIDS/PURCHASE 04/2022	PURCHASE P in PGIDS	28/01/2022 at 9:30 AM	28/02/2022 upto 5.00 PM	02/03/2022 at 12.00 Noon

Detailed tender documents are available on the PORTAL: www.ctenders.hry.nic.in

UPLOADING OF SCANNED COPIES OF TENDER PROCESS FEE OF RS. 2000/- (Rs. Two thousand only) AND EMD (if any) FOR RESPECTIVE E-TENDER GROUP IS MUST ON E-TENDER PORTAL: ctenders.hry.nic.in

If the tender opening date happens to be a holiday then next working day will be considered as tender opening date.

ANY SHORT TERM E-TENDER GROUP WITHOUT HARD COPY OF TENDER FEE OF Rs. 2000/- PER E-TENDER (NON-REFUNDABLE) AND EMD Rs. 5000/- (REFUNDABLE) MENTIONED AGAINST RESPECTIVE SHORT E-TENDER, SHALL BE STRAIGHTWAY REJECTED.

Any CORRIGENDUM regarding for above mentioned e-tenders will be uploaded on www.ctenders.hry.nic.in. No separate advertisement for any Corrigendum in Newspapers shall be given.

The Vice Chancellor, UHS Rohtak reserves the right to cancel/reject/withdraw in full or any part of this e-tender without assigning any reason thereof.

Purchase officer



The Bidders can submit their e-tender documents (online) as per the dates mentioned in the key dates:-

Key Dates:

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1.		Tender Document Download and Bid Preparation/Submission	28/01/2022 Upto 9:30 PM	28/02/ 2022 upto 5:00 PM
2.	Technical bid opening			02/03/2022 at 12:00 Noon

IMPORTANT NOTE:

The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as Applications / bids not submitted.

Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM:

These conditions will overrule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized on Portal www.ctenders.bhy.mca.in. Please visit the website for more details

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a Digital Certificate can be issued. For more details please visit the Portal www.ctenders.bhy.mca.in.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal www.ctenders.bhy.mca.in for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate / power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the Portal: www.etenders.lhytmc.in.

4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Next tenders (India) Pvt. Ltd. or downloaded from the home page of the website www.etenders.lhytmc.in. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed NIT and the time schedule (Key Dates) for all the tenders floated through the single portal on the Home Page at www.etenders.lhytmc.in.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the portal www.etenders.lhytmc.in.

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

(i) Detailed Tender documents may be downloaded from Portal www.etenders.lhytmc.in **from 28/01/2022 to 28/02/2022 upto 5.00 PM** and tender mandatorily be submitted online following the instructions appearing on the screen

(ii) **Scan copy of documents to be submitted / uploaded for Pre-qualification or Technical Bid under online PQQ/ Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that **file size is not exceed more than 10 MB** and uploaded during the on-line submission of PQQ or Technical Envelope

IMPORTANT NOTE:

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal www.etenders.bny.mn.

For help manual please refer to the 'Home Page' of the Portal www.etenders.bny.mn, and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fees and EMD & Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above. The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid:

The bidders shall upload the required eligibility & technical documents online in the Technical Bid

Envelope 2: Commercial Bid

The bidders shall **quote** the prices in price bid format under Commercial Bid and upload online.

TECHNICAL CHECK- LIST FOR BIDDERS ELIGIBILITY

Sr.	Name of Documents	Copy enclosed (Yes / No)	Page No. from-to
1	Short Term e-Tender fee Proof of online deposition		
2	Registration of Firm, Certificate of Incorporation (in case of company) / partnership deed (in case of firm), etc		
3	Valid Trade Licence, if applicable (Yes/No)		
4	GST Registration Certificate		
5	Copy of the PAN Certificat		
6	Attested copies of valid manufacturing import license, Authorised Dealership from the Original Manufacturer		
7	ISO/ CE/ ISI etc. certificate if applicable		
8	Non conviction/No pending conviction certificate issued by notary.		
9	Catalogue of the product		
10	All tender pages must be stamped and signed with seal by authorised signatory of the firm		

SEAL OF THE
TENDERER

Yours Faithfully,

Signature and Name of the authorized Signatory

Designation

Name of the company (Tenderer)

FORMAT TO BE FILLED BY THE MANUFACTURERS / OR THEIR AUTHORIZED BIDDER:

Name of the Tenderer :

Status of the Tenderer :

(attach relevant documents, if registered company/partnership/proprietorship)

Address (Head Office / Registered Office) with Phone No. and e-mail id :

Present Address with Phone No. and email id

Name of Proprietor / Managing partner/ Managing Director / authorised signatory: (Attach details)

Income Tax return for the last two years (attach attested copies) :

Name and address of at least three largest Customers with value of purchase order :

(attach copies of documentary evidences)

Customers with value of purchase order: (attach copies of documentary evidences)

Income Tax Permanent A/c No. (attach copy):

GST Registration No. (attach copy of the certificate)

Bank details for e-payment:

a. Bank A/c No. _____

b. Bank Name _____

c. Branch Name _____

d. IFSC Code _____

e. Other details _____

MANUFACTURER'S AUTHORISATION FORM

(to be submitted by Authorized Dealers/Representatives/Importers)

No. _____

Dt. _____

To

The Principal,

Postgraduate Institute of Dental Sciences,

Rohtak (Haryana).

(Short Term e-Tender Inviting Authority)

Dear Sir,

Tender No. _____

Equipment Name _____

We _____ are the original manufacturers of the above equipments / items having registered office at _____ (full address with telephone number/fax number & e-mail ID and website), having factories at _____ and _____, do hereby authorize M/s _____ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.

No company or firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender

We also hereby undertake to provide full guarantee/warranty as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty and to supply all the spares/reagents during the said period.

We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

for and on behalf of M/s. _____

Date (Name of manufacturers)

Place

NOTE:

This letter of authority should be on the letter-head of the Manufacturing Concern and should be signed by a person competent and having the Power of Attorney to bind the Manufacturer.

GENERAL TERMS AND CONDITIONS OF THIS SHORT TERM E-TENDER, TO ALL GROUPS WHEREVER APPLICABLE:

IMPORTANT CONDITIONS:

Every tenderer will have to furnish a Certificate to the effect that their firm has not been DEBARRED by any Central/State Govt./University for Public Sector Business, at the time of purchase/submission of Tender Form. In case, at a later stage, if the tenderer found debarred, the tender against this Notice will be rejected.

THIS SHORT TERM e-TENDER WILL BE TWO BID SYSTEM i.e. TECHNICAL AND PRICE BID COMBINED.

UPLOADING OF SCANNED COPIES OF TENDER PROCESSING FEE OF RS. 2,000/- AND EMD (if any) FOR RESPECTIVE E-TENDER GROUP IS MUST ON E-TENDER PORTAL: etenders.hry.nic.in.

TENDER PROCESSING FEE: RS. 2,000/- (non-refundable) PER SHORT TERM E-TENDER GROUP.

PERFORMANCE BANK GUARANTEE: Minimum 2% OF QUOTED PRICE FOR RESPECTIVE SHORT TERM E-TENDER valid for five years (unless /otherwise specified against each e-tender group) AND WILL BE SUBMITTED BY THE SUCCESSFUL TENDERERS ONLY AT THE TIME OF PLACING SUPPLY ORDER.

PENALTY CLAUSE FOR NON-SUPPLY OF ORDERED ITEMS: Minimum 2% per month if the complete goods are not supplied within the stipulated delivery period.

THE TENDERER SHOULD INDICATE (WHEREVER APPLICABLE) THE SHELF LIFE OF THE STORES OFFERED.

THE QUANTITY MAY BE INCREASED/DECREASED OR COMPLETELY WITHDRAWN.

FOR DRUGS, ATTESTED COPY OF VALID DRUG LICENSE IS MUST TO BE ATTACHED.

PLEASE QUOTE THE BASE PRICE AND GST APPLICABLE FOR THE PARTICULAR ITEM SEPARATELY. PLEASE ALSO QUOTE YOUR GST REGISTRATION IN THE OFFER GIVEN.

The tenderer must quote their rates NET i.e. including customs duty (if applicable), %age of GST etc. clearly, in Words and In Figures, alongwith the required documents.

ANY SHORT TERM E-TENDER NOT ACCOMPANIED WITH THE TENDER PROCESSING FEE OF RS.2,000/-AND EARNEST MONEY (EMD) SHOWN AGAINST TENDER FOR Dental Material, SHALL BE STRAIGHTWAY REJECTED AND NO CORRESPONDENCE IN THIS REGARD SHALL BE ENTERTAINED.

THIS SHORT TERM E-TENDER MAY BE WITHDRAWN / CANCELLED ANY TIME WITHOUT ASSIGNING ANY REASONS.

RATES SHOULD BE QUOTED F.O.R. PGIDS, ROHTAK INCLUSIVE OF PACKING, FORWARDING, OCTROI CHARGES, IF ANY.

OTHER TERMS & CONDITIONS AS MENTIONED IN THE SUPPLY ORDER(S) WILL ALSO BE APPLICABLE.

THE ENVELOPE CONTAININGS SHORT TERMS E-TENDER SHOULD BE SEALED AND MARKED AS "SHORT TERM E-TENDER FOR Dental Material DUE AND TO BE OPENED ON STIPLATED DATE & TIME.

General Instructions for the Bidders:-

- 3.1. In the case of partnership, the Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 3.2. The bidder shall submit full details of his ownership and control.
- 3.3. Bidder shall submit a copy of PAN card under the Income Tax Act.
- 3.4. Bidder must submit copies of all documents required, duly self attested, along with technical bid of the tender.
- 3.5. Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amounts. If the authorities subsequently find any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder null and void.
- 3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures as per relevant rules.
- 3.7. No request for change of name by the tenderer once sealed bids are received shall be entertained.
4. One Bid per Bidder:- Each bidder shall submit only one tender either by himself or through authorized person.
5. Cost of Bid:- The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute shall in no case be responsible or liable for those incurred costs, regardless of the conduct or outcome of the tender process.

6. Clarification of tender documents / Pre – Bid Meeting: -

- 6.1. The bidder shall check the pages of all documents against page number and in the event of discovery of any discrepancy or missing pages, the bidder shall inform the office of the PGIDS, Rohtak before submitting the bid.
- 6.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification during the **PRE BID MEETING** on the designated date and time as per Notice Inviting Tender. Any such clarification if agreed to by UHS,/PGIDS Rohtak would be issued as addendum to the tender document on the UHS, Rohtak web site only and issued bid document shall stand corrected/ detailed to that extent.
- 6.3. Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the Office of the PGIDS/ UHS, Rohtak no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

7. Preparation of Bids

- 7.1 **Language:-** Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.
- 7.2 **Documents Comprising the Bid:-** Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in Bid.
- 7.2.1 The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.
- 7.2.2 One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 7.2.3 The bidder shall deposit Bid Security i.e. Earnest Money Deposit (EMD) for an amount of Rs. 5000/- only in the form of Fixed Deposit receipt from a commercial bank payable at Rohtak or Bank Guarantee from a commercial bank in an acceptable form in favour of Registrar, UHS, Rohtak along with the Tender document. The Bid Security shall remain valid for a period of forty – five days beyond the final bid validity period of (180 days).
- 7.2.4 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity including extension of validity, if any, and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.
- 7.2.5 EMD in any other form or the FDR/Term Deposit Receipt for a period less than forty five days beyond the final bid validity period of (180 days) or amount less than mentioned in the above clause 7.2.3 shall render the bid liable for outright rejection.
- 7.2.6 Bid shall be addressed to the Principal, PGIDS, Rohtak and submitted in the Online site given in the Tender document.
- 7.3 **Bid Prices:-**
- 7.3. **Form of Bid:-** The Form of Bid should be completed in all respects duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, bid shall be signed by a duly authorized representative and relevant power of attorney shall be attached.
- 7.4.1. **Currencies of Bid and Payment:-**
- 7.4.2. The Bidder shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 7.5 **Bid Security:-**
- 7.5.1 Any tender not accompanied by Bid Security shall be rejected.
- 7.5.2 Bid Securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 7.5.3 Bid Security of the successful bidder shall be returned on receipt of Performance Security/ Bank Guarantee in the Department and after signing the contract agreement.
- 7.5.4 Bid Security shall be forfeited if the bidder withdraws or modifies his bid (unless with consent of UHS) during the period of Tender validity.
- 7.5.6 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security/ Bank Guarantee within the time as specified by the Department.

6. A part from and without prejudice to the items specifically mentioned/ issues taken up in the contract, the Tenderer should be bound by the instruction issued by the PGIDS, Rohtak from time to time and as such these instructions should be deemed to form a part of the contract if any.

9. liabilities and Remedies :

In the event of failure of the supplier to provide the supply or part thereof as mentioned in this agreement for any reason whatsoever, the university should be entitled to supply the goods from other sources and the supplier should be liable to pay forthwith to the university the difference of payments made to such other sources, besides damages at double the rate of payment.

10. Losses suffered by supplier:

The supplier/ tenderer should not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgement on part of itself and or its personnel in rendering or non- rendering the services under this agreement.

11. termination

If tenderer commits breach of any covenant or any clause of this agreement, University may send a written notice to service provider to rectify such breach within the time limit specified in such notice. In the event service provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and service provider shall be liable to Department for losses or damages on account of such breach.

12. Force majeure

Any failure or omission or commission to carry out the provisions of this contract by the contractor shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from an act of Govt, which shall include acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence. Provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.

13. Arbitration in case of any dispute arising out of the above agreement between the PGIDS, Rohtak and the Tenderer the matter shall be referred to the Vice Chancellor of UHS, Rohtak according to arbitration and conciliation Act, 1996(26/1996), for arbitration whose decision shall be final and binding on both the parties. In case of any legal dispute between the two parties, venue of the arbitration shall be at Rohtak only.

14. Jurisdiction- The courts at Rohtak alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/ contract. It is specifically agreed that no court having jurisdiction outside the revenues limits of Rohtak district shall have any right to try any matter arising in concern hereof.

OTHER TERMS & CONDITIONS:

The delivery period shall be one month (UNLESS/OTHERWISE SPECIFIED) applicable from the date of issue of any Supply Order/ Work Order.

This tender document is non-transferable.

The prospective vendors should try to quote only one model of their choice meeting the specifications as laid down by the institute in the tender document.

Tenderer must ensure that the rates quoted are as per format. All the quoted rates should be unconditional and FOR destination i.e. Postgraduate Institute of Dental Sciences, Rohtak (Haryana).

The institution would not own the responsibility for clearance of consignment from any road, rail, airport or postal terminals.

Institution will own responsibility only for issuance of road permit on request, but not for Form C or D or any concessional form.

The price quoted by tenderer shall not in any case exceed the controlled price, if any fixed by Central/ State Government and maximum Retail Price (MRP).

Clearance of consignment from Customs, if any, shall be arranged by the Vendor. The payment of custom duty and clearance charges shall be paid on actual basis on submission of documentary evidence in original as per following guide lines:

- a. Payment towards customs etc. paid to Govt. a/c on actual basis.
- b. No penalty whatsoever paid will be re-imbursed.
- c. No demurrage whatsoever paid will be re-imbursed.

After issuance of Supply Order/Work Order, usually no deviation from any terms and conditions would be accepted, however in the interest of patient care and Institute, Principal, PGIDS reserves the right to take decision on the matter.

Conditional offer may amount to rejection of the tender out rightly.

Any action on the part of tenderer to influence any person of the Institute will make their tender liable for rejection.

The Institute reserves the right to cancel the purchase order or any part thereof and shall be entitled to revise the contract wholly or in part by a written notice to the vendor, if:-

The vendor fails to comply with the terms and conditions of the purchase order including specifications and other technical requirements.

The vendor becomes bankrupt or goes into liquidations.

The vendor fails to deliver the goods in time or does not replace the rejected goods promptly.

A receiver is appointed for any or the property owned by the vendor.

Upon receipt of the said cancellation notice, the vendor shall discontinue all works of the purchase order and matters connected with it.

Material conforming to the specifications should be quoted. Original Catalogue, Leaflets, Literatures with full technical details should invariably be attached along with their offer, failing which their offer will be summarily rejected.

The Institute may at its option, get the deficiency removed or get repaired such defective materials at the seller's expense.

In the event that the materials supplied do not meet the specifications and are not in accordance with the drawing, data sheets or the terms of this order, rectification is required at site, the Institute shall notify to the vendor giving full details of differences. The vendor shall attend the site, within seven days of receipt of such notice and meet with the representative of the Institute to take appropriate action required to remove the deficiency.

If the seller fails to attend meetings at site within time prescribed above, the Institute shall immediately get the same rectified the work/materials and seller shall re-imburse all costs and expenses incurred by the Institute in removing such trouble or defects.

In the event of delay in making delivery on the part of the seller, it will be Institutes discretion to receive or not to receive delivery.

Forced majeure shall mean and be limited to the following:-

- a) Any war/hostilities.
- b) Any riot or civil commotion.
- c) Any earthquake, flood, tempest, lighting or other natural physical disaster.
- d) Any strike, or lock out (only those exceeding ten continuous days in duration).

Affecting the performance of the seller's obligations

The vendor shall advise the Institute by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7 (Seven) days of occurrence and cessation of such Forced Majeure conditions, in the event of delay lasting over one month, if arising our causes of force Majeure, the Institute reserves the right to cancel the order and the provisions governing termination state under articles shall apply.

For delays arising out of Forced Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Institute nor the seller shall be liable to pay extra cost provided it is mutually established that Force Majeure conditions did actually exist.

The vendor shall categorically specify the extend of forced majeure conditions prevalent in his works (such as power restriction etc) at the time of submitting the bid and whether the same have taken into consideration or not in the quotations. In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the Institute has the right to cancel the purchase order as whole or in part without liability for cancellation charges.

In the event of rejection of non-confirming goods the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, should however the vendor fail to do so within stipulated time, the Institute may cancel the order.

No payment shall be made for rejected materials nor would the vendor be entitled to claim for such items.

Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the seller's without any further notice.

In the case of not honouring the supply order, the Institute will have the right to impose penalty as deemed fit and to forfeit earnest money and security money and resort to make purchase of the ordered articles at the seller's cost.

If the firm fails to execute the supply order within the stipulated period a penalty of 2 per cent of the value of the total order per month. The maximum penalty for late supply shall not exceed 10% of the total value of the order/orders. Two week extension of delivery period can be granted after the expiry of delivery period in case the Supplier submit the cogent reason for delay along with the request to extend the delivery period. The cut-off date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at FOR destination. **Penalty may be imposed or waived as decided by the Director after considering relevant facts.**

Copy of GST Registration Certificate duly attested by a Gazetted Officer should be enclosed.

Shelf life of Medicines/ Dental Material should be quoted

In case the Director feels it necessary to have demonstration of a particular item, the supplier will have to demonstrate the equipment in front of a committee designated by Director

The vendors might be asked to supply the articles/ equipments in phase-wise depending upon the availability of space in the department/ institute.

Tenderer should furnish along with tender an assurance that he/she hereby agree, to all terms and conditions stipulated in NLT and undertake to sign the rate contract or supply order within the given days from the date of order failing which EMD security shall be liable to forfeit.

The manufacturer / successful tenderer or their Indian Agent supplier will ensure proper after-sale services as per Institute requirement from time to time, against the warranty clause and as per the terms and conditions agreed under negotiations at the Institute without fail. In case of imported equipments any negligence on this account shall be the sole responsibility of foreign vendor or their authorized Indian Agent Supplier and the Liability for compensation will be fixed accordingly by the Institute.

Rates of consumables must also be quoted, included in price bid separately and these rates will be freezed /fixed for 2 or 3 (two or three years). If the item is of proprietary nature, Proprietary Article Certificate (PAC) shall also be provided along with the price bid

The Principal of the Institute reserves the right to cancel/reject in full or any part of the tender without assigning any reason thereof.

For any change, rectification, corrigendum regarding the tender will be uploaded on portal website
www.ecenders.liv.ac.in

SHORT TERM e-TENDER NOTICE NO.PGIDS/PURCHASE/04/2022 Dt. 27/01/2022

(Due on 28/02/2022 upto 5.00 PM and to be opened on 02/03/2022 at 12.00 Noon.)

TECHNICAL BID PROFORMA

1	2	3	4
Sr. No.	Name of the Item with specifications a per Short Term e-Tender Group No.	Quantity	Compliance as per NIT of the items quoted. Right YES or NO

SHORT TERM e-TENDER NOTICE NO. PGIDS/PU RCHASE/04/2022 dt. 27/01/2022

Due on 28/02/2022 upto 5.00 PM and to be opened on 02/03/2022 at 12.00 Noon)

PRICE BID PROFORMA

To
The Principal
Postgraduate Institute of Dental Sciences, Rohhak (Haryana)
Dear Sir

I / We submit the bid for Short Term e-Tender Group No for purchase of
..... for Pl B D Sharma PGIMS / University Of Health Sciences Rohhak (Haryana)

I/We thoroughly examined and understood instructions to lenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them

Short Term e-Tender Group No	Brief Description of Goods	Quantity (Nos.)	PRICE PER UNIT (RS.)				Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Framing) at the Consignee's site	Unit Price (at Consignee Site) basis	Total Price at Consignee Site basis (RS.)
			IN - Factory / IN - Warehouse / IN - showroom / Off - the shelf	Freight Duty (if any) / %age & value]	GST (if any) %age & value]	Inland Transportation Insurance for a period including 3 months beyond date of delivery, loading/unloading and incidental costs till consignee's site			
2		3	(a)	(b)	(c)	(d)	(e)	(f)	(g)
									354

Total Tender price in Rupees: _____

In words: _____

Note: -If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

SHORT TERM e-TENDER 04/2022 due on 28/02/2022 upto 5:00 PM FOR Dental Material FOR USE IN PGIDS ROHTAK.

Tender Fee Rs. 2000/- in the bank account no. 39004947732 Registrar, UHS Rohtak and e-Service Fees Rs. 1,000/- + 18% GST (Non-Refundable) are required. Earnest money (Refundable) Rs. 5,000/- submitted in the bank account no. 39004947732 is also mandatory.

Sr. No.	Description of Goods/Material	Requirement
1.	Silver Alloy	90 pkt.
2.	Glass Ionomer Cement Restorative (15gm P +10ml L)	45 pkt
3.	Miracle Mix (15gm.P+10ml L)	15 pkt
4.	Alginate (Pack of 450gm)	105 pkt.
5.	Dental Stone (Pack of 3 Kg.)	210 pkt.
6.	Modeling Wax	150 pkt.
7.	Plaster of Paris (pack of 3 kg.)	300 kg
8.	Cold Cure Powder (pack of 3kg jar)	6 Jar
9.	Cold cure Liquid (Pack of 4 ltr. Cane) Acrylic Resin	6 cane

Purchase officer