



**Office of the Principal
North Bengal Dental College & Hospital
Sushrutanagar, Dist.- Darjeeling, Pin- 734012
Email : principalnbdch2012@gmail.com**



Memo No. 1104/NBDC&H

Date. 05.11.2024

**Notice inviting e-Tender for the "Supply of Dental Instruments and Installation" at
North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling, West Bengal.**

Principal, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling invites bids through e-Tender in two bid system (Technical & Financial) on behalf of the Department of Health & F.W, Govt. of West Bengal for obtaining the rate as per annexed list of Dental Instruments only from bonafide and resourceful MEDICAL / DENTAL INSTRUMENT SUPPLIERS. Bid Document can be downloaded from www.wbtenders.gov.in www.wbhealth.gov.in & www.nbdch.in Necessary earnest money is to be submitted for participation in the tender through the process as may be followed as per memorandum of the finance department audit branch bearing memo no – 3975-FY, dated 28-07-2016 (GRIPS): -

Name of Work	Tender Value	Earnest Money (EMD)	Validity of the Tender
Supply of Dental Instruments & Installation (Where Applicable)	Below Rs. 18,00,000/- (Rupees Eighteen lakhs Only)	Rs. 36,000/- (Rupees Thirty Six Thousand only)	01 (one) year

Bid Uploading	Last date of submission	Technical Bid Opening	Financial Bid Opening
05.11.2024 05.00 PM onwards	23.11.2024 upto 12.00 hours as per server clock	25.11.2024 upto 12.30 PM	To be declared later

Memo No. 1104/1(18)/NBDC&H

Copy forwarded for information to:-

- 1) The DME, West Bengal, Swasthya Bhawan, GN-29, Sector-V, Salt Lake, Kolkata-700091.
- 2) The DHS, West Bengal, Swasthya Bhawan, GN-29, Sector-V, Salt Lake, Kolkata-700091.
- 3) The District Magistrate, Darjeeling (with the request to display on notice board for wide circulation).
- 4) The S.D.O., Siliguri, (with the request to display on notice board for wide circulation).
- 5) The A.E.O., SMP, Siliguri (with the request to display on notice board for wide circulation).
- 6) The C.M.O.H., Darjeeling.
- 7) The BDO, Matigara, Siliguri for display in Notice Board.
- 8) The Post Master, Sushrutanagar for display in Notice Board.
- 9) The Superintendent, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling
- 10) The Treasury Officer, Siliguri, Siliguri-I Treasury.
- 11) The Accounts Officer, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 12) The Asstt. Supdt. (NM), North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling
- 13) The In-charge, I.T Cell, Swasthya Bhawan, Kolkata with a request to publish on the departmental website.
- 14) The Nodal Officer, Official Website, NBDC&H for web posting.
- 15) The Head Clerk, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 16) Store, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 17) Notice Board, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 18) Office Copy.

Principal
North Bengal Dental College & Hospital,
Sushrutanagar, Darjeeling.
N.B.DENTAL COLLEGE & HOSPITAL
SUSHRUTANAGAR, DARJEELING - 734012
Date. 05.11.2024

Principal
North Bengal Dental College & Hospital,
Sushrutanagar, Darjeeling.

N.B.DENTAL COLLEGE & HOSPITAL,
SUSHRUTANAGAR, DARJEELING - 734012



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SECTION- 1



List of Important Dates

1.	Name of work	Supply of Dental Instruments and Installation (Where applicable)
2.	Tenure of the Supply	45 days from the date of issue of work order
3.	Contact Details	0353-2585300 9434462195 e-mail: principalnbdch2012@gmail.com
4.	Date of Publishing e-NIT & other documents online	05/11/2024
5.	Online documents download start date	05/11/2024 Bid Document can be downloaded from www.wbtenders.gov.in , www.wbhealth.gov.in & www.nbdch.in
6.	Time and Date of Pre-Bid Meeting/Enquiry	09/11/2024 at the Office of the Principal, at 02.00 PM
7.	Online Bid Submission start date& time	09/11/2024 at 05.00 pm onwards
8.	Online Bid submission closing date & time	23/11/2024 at 12-00 hours (as per server clock)
9.	Online opening date & time of Technical Bid	25/11/2024 (12.30 PM).
10.	Online opening date, time and place of opening Financial Bids	To be declared later
11.	Validity of the Bid	120 (one hundred twenty) days from the last date of bid submission

NOTICE INVITING E-TENDER



E-tenders are invited on behalf of department of Health & Family welfare, Govt. of West Bengal for the following work:

1.	Name of work	Supply of Dental Instruments & Installation (where applicable)
2.	Location to supply	Central Store, North Bengal Dental College & Hospital Sushrutanagar, Dist.- Darjeeling, Pin- 734012
3.	Time of Completion of work order	45 days from the date of issue of work order
4.	Approx. Tender/Tender Value	Rs. 18,00,000/- inclusive of GST & other Taxes, installation fees, if any
5.	Earnest Money	Rs. 36,000.00 (2% of tender value). Earnest money may be submitted either by Net Banking (any listed bank) through ICICI Bank Payment Gateway or through RTGS/NEFT in favour of the Accounts Officer, North Bengal Dental College & Hospital (e-treasury). Exemption is allowed (proof of exemption to be uploaded). The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e- tender. Corresponding bid stands cancelled if the EMD is not provided except exemption cases.
6.	Availability of Bid Documents	Bid documents will be available w.e.f. 05/11/2024 from the e-procurement portal www.wbtenders.gov.in , www.wbhealth.gov.in & www.nbdch.in
7.	Site Visit	Bidders are advised to visit site & read carefully all the information before submission of bid.
8.	Pre-Bid Meeting / Enquiry:	09/11/2024 at the Office of the Principal, at 02-00 pm.
9.	Online Bid Submission start date & time	09/11/2024 (05.00 P.M onwards)
10.	Online Bid submission closing date & time	23.11.2024 at 12.00 hrs (As per server clock)
11.	Procedure for submission of bid	Bidders are requested to submit their tenders through e-procurement portal www.wbtenders.gov.in . If required, the bidders may be requested to submit the hard/ original copy of the technical bid at the time of verification of the documents. Tender document also be available from www.wbhealth.gov.in & www.nbdch.in
12.	Date, time and venue of opening of Technical Bid	25.11.2024 (12.30 PM onwards) at the office of the Principal.
13.	Online opening date, time and place of opening Financial Bids	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
14.	Validity of the bid	120 (one hundred twenty) days from the date of submission of e-tender.
15.	Taxation	Taxes on instruments and/or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor (supplier) and this office will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to this Office.

NOTE: Other details can be seen in the bidding document. This office reserves to itself the right to reject any or all the tenders received without assigning any reason thereof.

SECTION 2



INSTRUCTION TO THE BIDDERS

1. GENERAL:-

The present tender is being invited for Supply of Dental Instruments & Installation (Where applicable). Bidders have to quote for all items. Item-wise rate is to be examined among all participated technically qualified bidders for finding lowest quoted bidder (L1) for each item.

2. ELIGIBLE BIDDERS: -

All agencies who have experiences for providing equipment for three consecutive years i.e, Assessment Year (AY): 2022-23, 2023-24, 2024-25 and the bidder should have the experience of completion of works in any of the Departments/Autonomous Institutions/Hospitals/ Public Sector Undertakings of the Government of India or Government of West Bengal or any other State Government or Local Bodies/Municipalities.

3. QUALIFICATION OF THE BIDDERS:-

The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid for participating in the same.

The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof are to be submitted.

Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middle man or any intermediary has been, or will be engaged except authorized person, 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 amount. If this office subsequently finds to the contrary, this office reserves the right to declare the Bidder as non-compliant and declare any contract, if already awarded, to the Bidder to be null and void.

Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or anyone of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and this office will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO DEPARTMENT:-

The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor (supplier) has undertaken a visit to this office and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

Contents of Tender Documents:

The Tender Invitation Document has been prepared for the purpose of inviting tender for Supply of Dental Instruments & Installation (Where applicable). The Tender document comprises of:

- (a) Notice of Invitation of e-Tender.
- (b) Terms and Conditions.
- (c) Form of Bid (Annexure-I)
- (d) Scope of Work (Annexure-II)
- (e) Checklist for Technical Evaluation (Annexure-III)
- (f) Undertaking (Annexure-IV)
- (g) Form of Agreement (Annexure-V)
- (h) Price Bid (Annexure-VI)

The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

The bidder shall not make any condition or cause to be made any alteration, erasure or obliteration to the text of the Tender document.



a. CLARIFICATION OF TENDER DOCUMENT

The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform this office.

In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from this office before submitting his bid at pre-bid meeting. All communications between the bidder and this Institution shall be carried out through e-mail or other means.

Except for any such written clarification by this office, which is expressly stated to be an addendum to the tender document issued by this office, no written or oral communication, presentation or explanation by any other employee of this office shall be taken to bind or fetter this office under the contract.

b. PREPARATION OF BIDS

i. Language :-

Bids and all accompanying document shall be in English only. 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.

Documents Comprising the Bid:-

Tender document issued for the purposes of tender as described in Clause 7 and any amendments issued shall be deemed as incorporated in the Bid.

The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid through online e-tender portal.

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.

ii. Bid Prices:-

Bidder shall quote their rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor (supplier)'s all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the supply at this office. This includes all the liabilities of the contractor (supplier) such as cost of supply mobilisation, all kinds of taxes etc. which should be clearly stated by the contractor (supplier)/agency.

The rates and prices quoted by the Bidder shall be including of GST & other taxes. The rate quoted shall be in reasonable market price and the same should be inclusive of all statutory obligations. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

Conditional bids/offers will be summarily rejected.

iii. Form of Bid: -

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

iv. Currencies of Bid and Payment: -

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

v. Duration of Contract: -

The contract may be valid initially for one year and this office reserves the right to curtail or to extend the validity of contract.

vi. Bid Security: -

The contractor (supplier)/agency shall deposit Earnest Money for an amount of ₹ 36,000/- (Rupees Thirty-Six thousand only). The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e- tender. Exemption of earnest money is allowed as per existing rule of the Govt. (Scanned copy of exemption certificate to be uploaded)

Any Tender not accompanied by EMD, or proof of exemption shall be rejected.

The L1 Bidder shall deposit Security Deposit by Net Banking (any listed bank) through ICICI Bank Payment Gateway or through RTGS/NEFT in favour of the Accounts Officer, North Bengal Dental College & Hospital (e-treasury) within 07 (seven) days after issuance of "Letter of Acceptance".

Bid security along with EMD of the successful bidder shall be returned after successful completion of works and in due course of time.

EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

Bid Security alongwith EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract.

vii. **Format and Signing of Bid:-**

The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by this office, or are necessary to correct errors made by the bidder, in which case such corrections shall be signed and dated by the person or persons signing the bid.

8. SUBMISSION OF BIDS:-

The bidder shall upload all documents for Technical Bid & Financial bid separately in the e-tender portal.

The cover of Technical Bid should consist of the following documents: -

- (a) Earnest Money Deposit for an amount of ₹. 36,000/- (Rupees Thirty Six Thousand) only as instructed at earnest money provision of NIT and necessary proof should be uploaded.
- (b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, e-mail, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers, e-mail of Directors/ Partners also.
- (c) Self-attested copy of PAN No. card under Income Tax Act and IT Returns for Assessment Year (AY): 2022-23, 2023-24, 2024-25.
- (d) Self-attested copy of GST Registration Number;
- (e) Self-attested copy of Valid Trade License/Registration No. of the Agency/Firm;
- (f) Audited Balance Sheet for three years as said i.e, Financial Year (FY): 2021-22, 2022-23, 2023-24
- (g) Proof of work-experience/credential as stated supported by documents from the concerned organizations; and Duly filled and signed Annexures Financial Year (FY): 2021-22, 2022-23, 2023-24.
- (h) P.Tax proof certificate.
- (i) Credential Certificates 40% of the tender value in the same nature of trade.
- (j) Bid documents to signed and stamped in every pages. Copy paste of signature and seal will not entertained.
- (k) Name and address of the Banker and Account No. with IFSC Code.
- (l) Bank Solvency certificate (Minimum Rs. 5.00 lakh.) issued after the date of floating tender.
- (m) Bidders undertaking: -

The bidder should provide an undertaking that the proprietor/promoter/director of the firm, its employee, partner or representative are not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc. Also, the firm does not employ a government servant who has been dismissed or removed on account of corruption.

The Bidder shall disclose all instances of its past performance during last 3 (three) years, when any adverse action against it may have been taken by any government/PSU/Local body etc.

- (n) **CA certified statement towards minimum average annual turnover for the Financial Year (FY): 2020-21, 2021-22 & 2022-23**

The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

- (o) **Late and Delayed Tenders:-**

Bids must be submitted through online not later than the date and time stipulated in the NIT. This Office may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of this Office shall be abided by the Bidder.

Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered.



9. Bid Opening and Evaluation: -

The authorized representatives of this office will open the Prequalification/ Technical Bids. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected. Condition bids will also be summarily rejected.

Financial bids of only the technically qualified bidders will be opened.

Right to accept any Bid and to reject any or all Bids: -

This Office is not bound to accept the lowest bid if the Tender & Purchase Committee feel that the L1 Bid price quoted is abnormally above the prevailing market price.

This office may terminate the contract if it is found that the contractor (supplier) is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10. Award of Contract: -

This office will award the contract to the successful evaluated bidder whose bid has been found to be eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

This Office will communicate the successful bidder by "Letter of Acceptance" towards submission of rest security deposit & asking for agreement.

The successful bidder will be required to execute an agreement in the form specified in Annexure-V within a period of 07 working days from the date of issue of Letter of Offer.

Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds to impose penal provision except annulment of the award and forfeiture of Bid Security.

11. Cost of Earnest Money:-

Each bidder has to submit, unless exempted under the existing orders of the West Bengal Government, Earnest money in the Earnest money deposit (EMD). Valid supporting document is to be uploaded if EMD exemption is claimed under rules 47(A) (1) and 47(B) (7) of WBFR, Vol-I, read with Finance Deptt. Notification no 10500-F dated-19.11.2004 and its clarification vide memo no.4245-F(Y) dated- 20.05.2013.

- The amount of earnest money Rs. 36,000/- (Rupees Thirty Six Thousand) may be submitted either by Net Banking (any listed bank) through ICICI Bank Payment Gateway or through RTGS/NEFT in favour of the **Accounts Officer, North Bengal Dental College & Hospital (e-treasury).**
- The process may be followed as per memorandum of the Finance Department audit branch bearing memo no. 3975-F(Y) dated- 28.07.2016 (GRIPS).

12. Login by Bidder:-

A bidder desirous of taking part in this tender shall login to the e-procurement portal of the Government of West Bengal <https://wbtenders.gov.in> in using his login Id & Password.

He will select the tender to bid and initiate payment of pre-defined EMD / tender fees for that tender by selecting from either of the following payments modes:-

Net banking (any of the banks listed in the ICICI bank payment gateway) in case of payment through ICICI payment gateway.

Payment procedure:-

- 1) Payment by the Net banking (any enlisted bank) through ICICI bank payment gateway on selection of net banking as the payment mode, the bidder will be directed to ICICI bank payment gateway webpage (along with string containing a unique ID) where he will select the bank through which wants to do the transaction.
- 2) Bidder will make the payment after entering his unique ID & Password of the bank to process the transaction.
- 3) Bidder will receive a confirmation message regarding success/failure of the transaction.
- 4) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/local Body/PRI, etc maintained with the Focal Point Branch of ICICI Bank at R.N.Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- 5) If the transaction is failure, the bidder will again try for payment by going back to the first step.

13. Payment through RTGS/NEFT

On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan, having the details to process RTGS/NEFT transaction.

The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time, to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

If verification is successful, the fund will get credited to the respective Pooling Account of the State Government /PSU/ Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N.Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

6) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

Refund / Settlement Process:-

- 1) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- 2) On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- 3) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- 4) If the L1 bidder accepts the LOA and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- 5) As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-procurement portal –
 - a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit Head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.
 - b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.
- 6) The Bank will share the details of the GRN no. generated on successful entry in GRIPS with the e-procurement portal for updating.
- 7) Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt Head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.
- 8) All refunds will be made mandatorily to the bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

SECTION 3

TERMS AND CONDITIONS OF THE CONTRACT



- 1 The contractor (supplier) shall abide by and comply with all the relevant laws and statutory requirements.
- 2 Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- 3 Adequate supervision will be provided to ensure correct installation (where applicable) and performance of the said supply in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 4 All necessary reports, warranty documents and other information will be supplied immediately during the time of supply & installation, if any, to this office.
- 5 Contractor (supplier) and its staff shall take proper and reasonable precautions of assets both movable and immovable to prevent loss, destruction, waste or misuse the areas of responsibility given to them by this office.
- 6 That in the event of any loss occasioned to this office, as a result of any lapse on the part of the contractor (supplier) which will be established after an enquiry conducted by this office, the said loss can be claimed from the contractor (supplier) up to the value of the loss. The decision of the Head of this office will be final and binding on the agency.
- 7 The contractor (supplier)/agency shall be responsible to maintain all property of this office entrusted to it.
- 8 Any defective articles, items, instruments should not be entertained. If defective found later it must be replaced by the same specification.
- 9 The contractor (supplier) will have to report to this office in advance of the commencement of the supply & installation, if any and for collecting necessary documents/instructions, and to complete all other required formalities as approved by this office.
- 10 The payment would be made after the completion of the work in all respect based on the actual articles supplied by the contractor (supplier) and based on the documentary proof jointly signed by the representative of this office and the contractor (supplier)/ his representative/ personnel authorized by him. No other claim on any other account shall be entertained by this office.
- 11 Any damage or loss caused by contractor (supplier)'s persons to this office in whatever form would be recovered from the contractor (supplier).
- 12 In case the contractor (supplier) fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, this office reserves the right to forfeit the Security Deposit including EMD along with penalty as to be imposed as per Govt. norms.
- 13 Force majeure: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any or seven days, whichever is more, either party may at its option terminate the contract.
- 14 The contractor (supplier) shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 15 If the contractor (supplier) is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to this office for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of this office.
- 16 The contract validity period is twelve months & completion period of works is 30 days from the date of the 1st work order issued.
- 17 During the course of contract, if any contractor (supplier)'s personnel are found to be indulging in any corrupt practices causing any loss of revenue to this office shall be entitled to terminate the contract forthwith duly forfeiting the contractor (supplier)'s Security Deposit including EMD.
- 18 If as a result of post payment audit any over payment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by this office from the agency.
- 19 The contractor (supplier) shall provide the copies of relevant records during the period of contractor otherwise even after the contract is over whenever required by this office.
- 20 **Obligation of the contractor (supplier):**
The contractor (supplier) shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor (supplier) shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the contractor (supplier) in respect thereof, which may arise.
- 21 **Dispute Resolution**
Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities, representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be dealt as per present govt. rules/norms.
- 22 This Office may increase or decrease the volume of supply items at any time in the contract period. Contractor (supplier) should abide by the same and have to perform the necessary arrangements that the competent authority of this office have asked for.
- 23 Purchase will, however, be made following the existing purchase policy of the government of West Bengal and its amendment(s) made from time to time. The purchase policy of the state government as provided West Bengal Financial rules, The policy of the price preference in particular incorporate under notification no.10500-F date:19.11.2004 should be observed in considering the tenders and 5400-F date:25.06.2012 and GO no.2320-F(Y) dated:07.06.2022 in case of tie L1 bidder.
- 24 In case if it is found that two or more bidder have quoted same rate, the lowest bidder (i.e, L1 is more than two) will be decided as per Government norms G.O no.2320-F(Y) dated:07/06/2022.
- 25 If any bidder disclosed their rate in the bid document it will be rejected.
- 26 **The Company and Specification of the Equipment** which the bidder is intending to supply should be clearly mentioned in the bid documents. The tender and purchase committee reserves the right to reject any bid if the item to be supplied is not found to be satisfactory.

SECTION 4



ANNEXURE - I

FORM OF BID

1. Names, address of firm/Agency and Telephone numbers, e-mail. : _____

2. Trade License/ Registration No. of the Firm/ Agency : _____
3. Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with : _____

4. Please specify as to whether bidder is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners : _____
5. Copy of PAN card issued by Income Tax Department and Copy of Income Tax Return Assessment Year (AY): 2022-23, 2023-24, 2024-25: _____
(Upload the specified documents and mention "Documents attached")
6. GST Registration Number : _____
(Upload the specified documents and mention "Documents attached")
7. Details of EMD deposited : _____
(Upload the specified document of payment Proof and mention the amount and "Document attached")

Declaration by the bidder: -

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.


(Signature of the bidder)
Name and Address (with seal)

**SCOPE OF WORK OF THE CONTRACTOR (SUPPLIER)**

The present tender is being primarily invited for **Supply of Dental Instruments & Installation (Where applicable)** at North Bengal Dental College & Hospital.

Sl No.	Name of work	Approximate Quantities of Dental Instruments (Nos.)	Approximate of total values
1.	Supply of Dental Instruments & Installation (Where applicable)	To be mentioned in work order	Rs. 18,00,000/-

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SUPPLYING DENTAL INSTRUMENTS & INSTALLATION
(WHERE APPLICABLE) AT NORTH BENGAL DENTAL COLLEGE & HOSPITAL**

1)	Name of the bidder (In block letter)		 Page no.
2)	Full address	Address:	
		E-Mail:	
		Telephone no / Mobile No.	
3)	Local address, if any		
4)	Proof of earnest money deposit (Yes / No)		
5)	Are you exempted from EMD (Yes / No)		
6)	Legal entity of the bidder whether Firm / Society / Company / Other entity		
7)	PAN / TAN Card uploaded (Yes / No)		
	P-Tax Certificate (Yes / No)		
	Valid trade license uploaded (Yes / No)		
	GST Certificate with return latest. uploaded (Yes / No)		
	Bid documents to be signed & stamped in every pages (Yes / No)		
	Bank solvency certificate issued after the date of floating tender (minimum Rs. 5.00 lakh). Uploaded (Yes / No)		
	IT returns for the AY- 2022-23, 2023-24 & 2024-25 uploaded (Yes / No)		
	Profit & Loss Account for the F/Year 2021-22, 2022-23 & 2023-24. uploaded (Yes / No)		
	Balance sheet for the F/Year 2021-22, 2022-23 & 2023-24. uploaded (Yes / No)		
8)	Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, e-mail, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers, e-mail of Directors/ Partners also.		
9)	Present Net worth of the Firm certified by the C.A (Yes / No)		
10)	Last 3 years Minimum average annual turnover certified by the C.A. F/Year 2020-21, 2021-22 & 2022-23 (Yes / No)		
11)	40% of tender value in the same of trade Credential Certificate in same trade uploaded, for the last three years (FY – 2021-22, 2022-23 & 2023-24) (Yes / No)		
12)	Black listed by any Govt. authority / Govt. undertaking at any time. If yes provide details. Any litigation against the firm or its proprietors or its PRINCIPALS? If yes provide details. (Yes / No)		

It is the responsibilities of the bidder to go through all the Tender documents to fulfill all the necessities beyond this.

I have gone through the eligibility criteria participating in the tender and certify that all the conditions have been fulfilled.

Certified that the above information is correct and true to the best of my knowledge and belief. Nothing has been concealed, false and fabricated and incase of information found incorrect letter on, I the under signatory will be personally responsible for the same.

Date: _____

**Full Signature of the bidder
Authorized person & Seal**



ANNEXURE - IV

(ON A NON-JUDICIAL STAMP PAPER of Rs.10/-)

UNDERTAKING

(To be furnished in non-judicial stamp paper of appropriate value duly notarized in respect of this particular NIT..... with name of works)

1. I, the undersigned do certify that all the statements made in the attached documents are true are correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection claimed will be raised by the undersigned.
2. The undersigned also here by certifies that neither our firm M/S..... nor any of constituent partner had been debarred to participate in tender by the department during the last 5 years prior to the date of NIT.
3. The undersigned would authorize and request any Bank, Person, Firm, or Corporation to furnish pertinent information as deemed necessary and / or as requested by the department to verify this statement.
4. The undersigned understand that further qualifying information may be requested and agrees to furnish any such information at the request of the department.
5. Certified that I have applied in the tender in the capacity of individual / as a partner of a Firm or Owner and I have not applied severally for the same tender.
6. I, the undersigned do certify that I never black listed by any Govt. authority / Govt. undertaking at any time.
7. I, the undersigned do certify that The Firm or employees not convicted in or have pending any court any Vigilance matter.
8. I, the undersigned do certify that no litigation against the firm or its proprietors or its PRINCIPAL.
9. I, the undersigned do certify that all Dental Instruments will be supplied as specified in the tender document.

**Signed with date by an authorized officer
of the firm Title of the Officer**

Name of Firm with seal

(ON A NON-JUDICIAL STAMP PAPER of Rs.100/-
After bidder selection



ANNEXURE - V

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year) between the _____ (Name and address of the Department) (Hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor supplier) through Shri _____, Authorized representative (here in after called "the bonafide and resourceful MEDICAL / DENTAL INSTRUMENT SUPPLIERS" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing & installation, if any of required Dental Instruments & Installation (Where applicable) relating to letter of acceptance no _____ (No. And date of the letter of acceptance) to the _____ (Name of the Department).

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:-

- 1) In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a) Letter of Acceptance.
 - b) Terms and Conditions.
 - c) Notice inviting Tender.
 - d) Bill of Quantities.
 - e) Scope of work.
 - f) Addendums, if any; and
 - g) Any other documents forming part of the contract.
- 3) In consideration of the payments to be made by the Department to the bonafide Agency / Authorized Venders / Authorized Distributors as hereinafter mentioned, the bonafide Agency / Authorized Venders / Authorized Distributors hereby covenants with the Department for providing & installing, if any, required Dental Instruments & Installation (Where applicable) w.e.f _____ As per the provisions of this Agreement and the tender document.
- 4) The Department hereby covenants to pay the bonafide and resourceful MEDICAL/DENTAL INSTRUMENT SUPPLIERS in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of ₹ _____ (Rupees in words) _____.
- 5) Being the sum stated in the letter of acceptance subject to such additions there to or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor (supplier)

For and on behalf of the Department

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor (supplier)

Stamp/Seal of the Employer

By the said

By the said

Name:

Name:

On behalf of the Contractor (supplier) in

on behalf of the Employer in

The presence of:

the presence of:

Witness _____

Witness _____

Name

Name

Address

Address

Telephone No:

Telephone No:

**PRICE BID
(ITEM WISE RATE SOUGHT FOR)**

ANNEXURE-VI



Sl No.	Items and Specification	Specification
1.	Unit Mount Scaler	reputed brand
2.	Lab Micromotor	Heavy Duty with handpiece
3.	Typodont Articulator	With Metal Teeth Wax Rim of Class I, II, III
4.	R.C.T. Instrument Kits	Kit containing <ul style="list-style-type: none"> • Endo Explorer DG 16-1 • Cavity Access Z Set • K file # 15-40 (25 mm) • K File # 45- 80(25 mm) • K File # 90-140(25 mm) • Niti 15-40 (25mm) • H file # 15-40 (21mm) • Endoblock Mini • Finger Spreader # 15-40 • Plugger (0.5mm- RCPL2) • Endodontic Scaler Tip Package Professional Kit (Pack of 12)
5.	PHANTOM LAB UNIT	Phantom Table fitted with Halogen Operating Light Phantom Head body type neck joint for all the movement, TMJ movement. Modular with Air rotor, Micro motor with contra angle Hps, 3-way syringe, jaw with ivory teeth, preferably soft gingival, dental operator's stool (<u>not to use extracted or cadaver teeth</u>).
6.	Lab Airrotor	
7.	Deflasking Unit	reputed brand with handpiece attached
8.	Mechanical Press	
9.	Phantom Heads	reputed branded
10.	Plaster Dispenser	Branded ,5 kg capacity
11.	Micro Surveyor	
12.	Model Trimmer with Diamond Disc (12")	high power motor,2800RPM with 12" diamond disc
13.	SS working Table	L=3.5 ft B= 2 ft H= 2.5 ft
14.	Carborandum Disc	10 inches
15.	Rubber Dam Kit for Pedo	
16.	Scaling Instruments	branded ,Pedo
17.	Restorative Instruments	branded, Pedo
18.	RCT Instruments Kits	branded, Pedo

Principal
North Bengal Dental College & Hospital,
Sushrutanagar, Darjeeling.

PRINCIPAL
N.B.DENTAL COLLEGE & HOSPITAL,
SUSHRUTANAGAR, DARJEELING - 734012