



DAMODAR VALLEY CORPORATION

दामोदर घाटी निगम

(ESTABLISHED BY THE ACT XIV OF 1948)

CHANDRAPURA THERMAL POWER STATION

P.O: CHANDRAPURA - 828403, DIST: BOKARO (JHARKHAND)

चंद्रपुरा ताप विद्युत केंद्र,
जिला- बोकारो, झारखंड, पिन कोड-८२५३०३.

Website: <http://www.dvc.gov.in>

FAX : 06549-242279

Phone : 06549-242838

NOTICE INVITING TENDER **(THROUGH e-TENDERING PROCESS ONLY)**

Tender No. DVC/Tender/CTPS/OSF (E) U# 7 and 8/C&M/Supply/00008 Dated 14/12/2019

Last Date of submission(uploading) of Bid Documents : 31/12/2019 (upto 1200 Hrs.)

Date of Opening of Techno-Commercial Offer : 01/01/2020 at 1630 Hrs.

Tender Request Due Date/Time : 31/12/2019 at 1150 Hrs.

Tender Downloading Due Date/Time : 31/12/2019 at 1155 Hrs.

DESCRIPTION OF SUPPLY : Procurement of LED luminaries for OSF (E) area of CTPS # 7&8.

Tenders for Single Stage-Two Envelope-Two Part tendering through e-tendering process are invited on behalf of CHANDRAPURA THERMAL POWER STATION, Damodar Valley Corporation, for Procurement of LED luminaries for OSF (E) area of CTPS # 7&8. for the under mentioned job as per Technical Specification, terms and condition as detailed below.

Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>.

All Tenderers would be bound by the terms and conditions as detailed in tender specifications by the DVC and GCC 2016 available in <http://www.dvc.gov.in>

The subject NIT has been hoisted in e- procurement portal "<https://etenders.gov.in/eprocure/app>" You may visit website for detail of the NIT & its tender documents and also may participate in the tender through e- procurement i.e. on line submission of offer .Further to that you are requested to please register your firm for e-procurement if not registered till date.You may contact for the above through e-mail to DVC.

In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in the website <https://etenders.gov.in/eprocure/app>, the later shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance. All tenderers would be bound by the terms and conditions as detailed in tender specifications of the DVC. DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the bids and to split up and award the work to more than one tenderer without assigning any reason thereof if considered necessary.

In unforeseen circumstances or due to administrative reasons, if the bid is not opened on due date, the same will be opened on next working day at same time without any further information. However, if required the date of opening will be extended further and the intimation for the same will be given on-line. DVC reserves

the right to cancel any quotation in part or full and to reduce or increase the quantity of supply and to split up & award to one or more tenderer, without assigning any reason thereof.

Note -

On the due date of tender opening, first, the Techno-commercial Bid i.e. Part-I will be opened. The Price-Bid i.e. Part-II of techno-commercially qualified bidders shall be opened online at a date which shall be notified later online at <https://etender.dvc.gov.in>. The techno-commercially accepted bidder/s can view the Price bid opening date by logging in to the website.

E-TENDERING

1.1. This tender is being processed through e-procurement system. The bid documents are to be downloaded, filled in and submitted through e-procurement system of DVC at <https://etenders.gov.in/eprocure/app>.

However for any future correspondences with DVC (such as responses towards techno-commercial bid clarifications etc), tenderers have to send their reply only to email address as mentioned in NIT & DVC will make correspondences with the tenderer through their respective e-mail addresses. Changes of e-mail address of any bidder, if any, must be intimated on priority basis to DVC in writing with proper reasons thereof.

For any queries regarding all sorts of application of e-Procurement system while acquiring digital signature, registration, downloading & uploading of tender documents, activation of user ID & password, Sk Nawajesh Rahman, e-mail ID rnawajesh@gmail.com- Contact No. 9831683690 / Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob:8240124812) may please be contacted.

1.2. DIGITAL SIGNATURE:

A Valid Digital Signature Certificate (DSC) (class III with Signing & Encryption Certificate) is mandatory to participate for e- tendering system under CPPP portal. The e-token should have both signing and encryption certificate for securing the e-tender data for participating in e- tendering system. The certificate may be obtained from any of the authorised agencies of CCA (Controller of Certifying Authorities)] on Bidder's own cost.

The instructions given below are meant to assist the bidders in registering on the CPP Portal

a) Bidders are required to register in the Government e-procurement portal, obtain `Login ID` & `Password` and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link `Online bidder Enrolment` on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.

e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

f) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.

(i) Sk Nawajesh Rahman , e-mail ID rnawajesh@gmail.com- Contact No. 9831683690

(ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812).

MATERIAL DETAILS

Sr. No.	Material Code	Material Description	UOM	Specification	Quantity
1	754020809007	Supply of 350 Watt LED	SET		2.0000

Sr. No.	Material Code	Material Description	UOM	Specification	Quantity
		floodlight			
2	756010010006	LED flood light luminaire 150 Watt (complete set with LED)	NO		20.0000
3	754020820001	luminaire 60-72 Watt (complete set with LED) suitable to replace 150W HPSV street luminaire	ST		50.0000

Orders placed by the Corporation are subject to the Techno-Commercial Terms & Conditions as follows and also will be guided by GCC-2016 available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/ . However if any Terms and Conditions mentioned in Techno-Commercial Terms & Conditions are similar with that of GCC, then the former should prevail.

TECHNO-COMMERCIAL TERMS AND CONDITIONS

- 1.0 **PRICE BASIS**
The rates quoted by the bidder must be Firm till execution of the contract and on FOR-Destination Basis and in INR currency currency and exclusive of Taxes and Duties, F&I charges(if any) etc. These are to be quoted in an explicit way. Rates quoted for bought out items(if any) should be all inclusive price on F.O.R. - destination basis. However, specific quantum of Taxes, F&I charges (if any) to be spelt out clearly.
- 2.0 **PRICE BID DISCLOSURE**
If any price component related to subject NIT in full or in part is exposed and found with its techno-commercial offers, the offer shall out rightly be rejected and will not be considered further.
- 3.0 Offers should invariably be kept open for acceptance for 90 days from the date of opening of the tender.
- 4.0 **TAXES AND DUTIES**
Taxes and duties will be paid extra as applicable and same to be mentioned clearly.
- 5.0 **BID EVALUATION PROCEDURE**
Bid evaluation will be done on Item Wise L1 basis. It will be guided as per Clause No. 7 of Optional Terms and Conditions of Contract of GCC2016.
- 6.0 **LD CLAUSE**
(i) The time remains the essence of purchase order awarded by DVC and all supply under a Purchase Order needs to be completed within the stipulated time schedule. Therefore, the provision has been kept in the contract that in case of delay in delivery, for the reasons attributable to the vendor, owner reserves the right to recover from the vendor, a sum equivalent to 0.5% of the value of the delayed materials for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).
- 7.0 Supplies must be strictly in accordance with specifications etc. furnished or approved by the DVC. Suppliers will be responsible for deviation in respect of technical specifications and commercial terms and conditions whatsoever. Bidders are requested to go through the Clause No. 6 of GCC 2016 before submitting their offer.
- 8.0 **INSPECTION**
Goods supplied will always be subject to our inspection on arrival at the destination.
- 9.0 The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport by Road; so as to ensure them being free from loss or injury at their destination.
- 10.0 In accepting the order you are understood to accept to all responsibilities for any infringement in registered design, trade mark, patent rights etc.
- 11.0 **TRANSIT INSURANCE**
Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed.
- 12.0 Goods are to be delivered at consignee's store. Necessary freight charges are to be quoted by the bidder.

13.0 PAYMENT TERMS FOR MATERIALS

Payment Sr. No.	Payment Terms Description
I	100% payment along with full taxes & duties will normally be made by DVC to you through RTGS/NEFT within 15 working days from the date of receipt of material at site and after inspection & acceptance thereof or from date of receipt of invoice whichever is later.

OR

Payment Sr. No.	Payment Terms Description
I	Payment terms for POs placed directly on manufacturer only may also be done as: 90% of the ordered value to be paid against dispatches documents through bank
II	Balance 10% of the ordered value to be paid after receipt of materials at site, inspection and acceptance thereof through NEFT/RTGS mode.

14.0 DELIVERY

The details of delivery of materials are as follows.

a) Materials to be delivered to the consignee:

Sr. No.	Item Code	Quantity	Schedule(in days)(from the date of Issuance Of Purchase Order)	Consignee
1	754020809007	2	90	COS
2	756010010006	20	90	COS
3	754020820001	50	90	COS

The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

15.0 GUARANTEE/WARRANTY

The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform to the Purchasers / owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the material under the Order for a period as follows.

Material Code	Guarantee/Warranty
For All Materials	18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier

The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of materials specified earlier.

Inspection and acceptance of material, by DVC at DVC Site shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

16.0 FORCE MAJEURE

It will be guided as per Clause No. 16 of GCC 2016.

17.0 LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

18.0 TAXES, LEVIES AND DUTIES

Any upward/downward variation in statutory taxes and duties after bid opening and up to the scheduled delivery period shall be born by DVC. However Taxes & duties shall always be paid at actual. Any upward variation in statutory taxes and duties beyond the contractual delivery period will not be paid by DVC, if the reasons of the delay are attributable to the vendor.

19.0 FORCE MAJEURE

It will be guided as per Clause No. 16 of GCC 2016.

20.0 GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

21.0 SUB-LETTING & ASSIGNMENT

The Vendor shall not sub-let or assign any part of this Purchase Order/ contract to any other vendor/agency without the prior written consent of the Purchaser / owner. Such assignments or sub-letting or transfer shall not relieve the Vendor from any obligation, duty and responsibility under this Purchase Order / contract. Any assignment, transfer or sub letting without the prior written approval of the Owner shall be void. The Purchaser / owner shall have the right to cancel the order/contract and to purchase the goods/services from elsewhere and the supplier/vendor shall be liable to the Purchaser / owner for any loss or damage which the Purchaser / owner may sustain in

consequence or arising out of such purchase and the Vendor shall indemnify such loss or damage to the Owner.

22.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT:

(I) If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the Specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end.

The Vendor on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within the said 15 days, the consignee or his authorised representatives without any further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor.

(II) In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorised representatives shall give notice to the Supplier/vendor detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such

equipment and materials to be effected by the supplier / vendor free of costs

including handling and transportation charges upto site, within a reasonable time.

23.0 GUIDELINES FOR IMPLEMENTATION OF PUBLIC PROCUREMENT POLICY OF THE GOVT.

OF INDIA (GOI) FOR MICRO AND SMALL ENTERPRISES (MSES) REGISTERED WITH MINISTRY OF MSME/NSIC ORDER, 2012. REGARDING THIS DETAILS OF PROCUREMENT

FROM MSES:

>>MSEs registered firms quoting rates within +15% of the L1 offer may be offered up to 25% of the tendered quantity provided that they are willing to match the price of L1. In case more than one MSE tenderer falling within this purview, the total quantity of 25% may be split among them proportionately. They should also meet qualification criteria specified in the tender documents. All supply tenders should have an enabling clause for splitting the quantities to this extent.

>>The following criteria has been applicable in respect to MSEs firms:

Sl. No. Item Provision of MSEs firms

1. Issue of tender document free of cost: Yes

2. Exemption from EMD : Yes

3. Waiver of S.D. : No exemption

24.0 QUANTITY VARIATION

The order quantity may increase/ decrease depending upon the requirement at the time of order.

25.0 ADDITIONS / ALTERATIONS / MODIFICATIONS

The Owner reserves the right to make additions/ alterations/ modifications to the quantity of the items in the Purchase Order. The Vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional supply is at variance with design, size and specifications and not already covered by the Purchase Order or the amendments therein, the rates for such additional supply shall be negotiated and mutually agreed upon.

26.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict Compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time. All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.

27.0 CANCELLATION/SHORT CLOSURE

DVC may terminate/short close the contract, by not less than 30 days written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

- a) If you fail to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their Obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- b) You become bankrupt or go into liquidation.
- c) If as a result of Force Majeure, you are unable to supply a material for a period of not less than 60 days.
- d) You if, in the judgment of DVC have engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause:
- e) Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- f) Fraudulent Practice means a misrepresentation of facts in order to influence a selection process or the

execution of a contract to the detriment of the Owner.

g) You are otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.

h) If DVC, at its sole discretion, decides to terminate this Contract.

DVC reserves the right not to issue/ accept tender documents to any intending bidders with whom DVC has stopped entering into business by virtue of policy decision.

28.0 CARTEL FORMATION

a) Whenever all or most of the bidders quote equal / same rates for similar works & cartel formation is suspected, DVC reserves the right to place order on one or more bidders with the exclusion of the rate without assigning any reason thereof.

b) Bidders who quote in cartel are hereby warned that their names are likely to be deleted from the list of approved sources/ they are likely to be barred from participating in any tender in future or are likely to be back listed for a period of three years.

c) Bidders are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. DVC, however, reserves the right to order on one or more firms any quantity.

d) DVC, whenever and wherever cartel formation is suspected, reserves the right to place order on vendors based on vendor rating/merit rating based on capacity/ resources of bidders to perform the particular contract taking into account experience and best performance of similar job, capabilities with respect of personnel, equivalents of finance over and above the eligibility condition prescribed in the tender.

29.0 PAYMENT THROUGH RTGS/NEFT

All payments to the vendors will be released through RTGS/NEFT only.

Vendors are requested to submit the requisite details as per Annexure H.

30.0 ALL OTHER TERMS AND CONDITIONS

All others terms & conditions are as per DVC GCC-2016(www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract).

31.0 IMPORTANT TERMS & CONDITION

Please submit tax Invoice on supply of material/ Service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the central goods and service Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST Act, then DVC will not be liable to reimburse any such taxes and duties paid under the time as per GST ACT. further, Further the supplier of goods/services indemnifies DVC from and against any loss/extract cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of GST Act.

32.0 THE INTENDING BIDDERS ARE REQUIRED TO SUBMIT / UPLOAD THE FOLLOWING IN

ETENDER WEBSITE "[HTTPS://ETENDERS.GOV.IN/EPROCURE/APP](https://etenders.gov.in/eprocure/app)"

1. Letter of bid (Annexure -I)
2. Filled and upload the pdf format of Techno-commercial sheet ,TechnocommerciAL deviation schedule .
3. Filled and upload the Boq format of price bid and upload the pdf format of cost of withdrawal for deviation in price bid envelope.
4. GST Registration certificate.
5. PAN Card.
6. RTGS/NEFT certificate (Annexure - H) as per NIT.

33.0 OUR BANKER

- (I). BANK OF INDIA CTPS Current A/c No. 485520100000052, Chandrapura, Chandrapura
- (II). SBI Current A/c No. 11070149049, Chandrapura, Chandrapura

34.0 PACKING AND MARKING

All goods shall be securely packed. All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged.

35.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

. For Contract value more than Rs. 10 Lacs Security Deposit may be given in any of the following form:

(i) 10% ordered value in Advance in the form of Bank Draft.

(ii) Apart from Payment Term, further Pro-rata deduction @ 10% from the running bill/submitted invoice.

(iii) For all other cases, the successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied item/ executed works or services for an

amount equivalent to 10% of the ordered value in the form of Bank Guarantee (as per DVC format)

within 30 days from the date of issuance of Purchase Order/Work Order, from any Nationalised /

Scheduled

Bank and it should have validity initially for 12 months from the date of execution of BG plus 6 months claim period thereafter.

Pro-rata deduction @ 10% is also allowed as SD for scheduled upward variation on account of variation of scope/quantity/price for any value of contract irrespective of instrument used for original SD.

No payment, whatsoever will be made till the acceptance of SDBG/deposit of initial SD as the case may be as per the terms of the contract.

NOTE: MSEs registered with MSME / NSIC are required to deposit security deposit cum performance guarantee in the form as mentioned in NIT.

36.0 -

Please mention make(if applicable) / specification of the offered material along with offer.

INSTRUCTION TO BIDDERS (ITB)

- 1.0 Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021 /2 /2017 & B.E. & II dated 15th June, 2017 is applicable for the subject procurement.
- 2.0 Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi, No. 26((1) /2014-MA dated 6th November, 2015 is applicable for the subject procurement.

E-TENDERING: This tender shall be processed through e-tendering mode only. For downloading of tender documents and participating in Electronic Tenders, bidders should visit <https://etenders.gov.in/eprocure/app>. No off-line bid will be accepted.

1. The bidder will download the Letter of Bid, Techno- commercial Bid and the Price bid from the e-Procurement portal.

(a) Letter of bid (as per Annexure-I of NIT) will be downloaded by the bidder and will be printed/ typed on his letter head. This document will be signed by the bidder and the scanned copy of the same will be uploaded during bid submission along with Part-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per format given in the NIT and it should not contain any other information.

(b) Techno-Commercial Schedule and Techno-Commercial Deviation (ANNEXURE-A & ANNEXURE-C) in one excel file will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Part-I. The Techno commercial schedule which is incomplete and not submitted as per instruction given above will be rejected.

(c) The Price Schedule & Cost of withdrawal of deviation (Annexure-B & Annexure-D) in one excel file will be downloaded by the bidder and he will quote the rates, taxes & duties etc. and furnish cost of withdrawal of deviation if any for his offered items on this Excel file as per instruction of NIT. Thereafter, the bidder will upload the same Excel file during bid submission in Part-II. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly.

(d) The bidder may upload technical specification for their offered items as per NIT in separate sheet.

Note - After opening of price - bids, the L1 bidder, if asked for, shall submit all the requisite documents pertaining to NIT.

2. The bidder should undertake that the facts, figures, information and documents furnished by us are authentic and punitive action shall be taken, if any information given by us on-line is found to be false at any stage. Also we declare that we will furnish the requisite documents as mentioned in the NIT as and when asked for."

3. Self- certified scanned copies of all relevant documents e.g. GST/VAT/Sales Tax/Service Tax Registration Certificate, wherever needed, must be uploaded in the website in the "Document Library". However DVC reserves the right to call for original documents, failing which, the offer is liable for rejection.

4. VERIFICATION OF DOCUMENTS:

(a) Self-authenticated relevant documents as specified in the NIT, wherever needed to be produced by the bidder before Tender Committee for verification.

(b) L1 Bidder/s for each item will have to produce the documents (original/self-authenticated and attested by Public Notary), as specified in the NIT, in support of the information furnished by him/them on-line, for verification by Tender Committee on any working day within 10 days from the date of opening of Price bid. The L1 bidder/s will also submit an affidavit (original) in the prescribed format as per Annexure-II of NIT on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.

(c) If information furnished by the L1 bidder is found false, punitive action may be initiated against such bidder by DVC as deemed fit as per Works & Procurement Manual, 2016.

5. Any deviation taken by the bidder without cost of withdrawal in specified form will make the bid unresponsive if the same is not withdrawn by the bidder unconditionally without any price implication.

6. In 'Two part bid' where price bids are supposed to be submitted in a separate excel sheet by the tenderer, if any price component in full or in part is exposed and found with its techno- commercial offers, their bids are to be out rightly rejected and will not be considered as the submitted tender is not as per the terms of NIT

7. Offered bids from any bidder will be evaluated in the methodology as mentioned under Sl. No. 15 of DVC's GCC which is available at www.dvc.gov.in .

8. DVC reserves the right not to accept the lowest rate quoted by a Tenderer and reject any or all the tenders and to split up and award the P.O. to more than one tenderer without assigning any reason thereof and may also increase or decrease the number of tendered quantities to be procured, if felt necessary.

9. All Taxes and duties must be clearly indicated in Techno-commercial bid as well as price bid.

10. The "Price-Bid" part of only those bidders will be opened whose Techno-commercial Bid (s) is (are) found to be acceptable. The date of opening of the 'Price Bid' will be intimated to the qualified bidders through on line only.

11. If there is a discrepancy between words and figures, the amount in words will prevail.

12. If there is a discrepancy between the quantity specified by DVC in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price.

13. If the Bidder uploads the tender documents without filling them completely as per the instructions given, DVC reserves the right to reject the bid.

14. All other terms and conditions for this contract will be guided by DVC's General Conditions of Contract which is available at www.dvcindia.org

15. Addendum/Corrigendum/modification/extension, if any, shall be published in the website (<https://etenders.gov.in/eprocure/app>).

16. DVC shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.

17. For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours. (i) Sk Nawajesh Rahman , e-mail ID rnawajesh@gmail.com- Contact No. 9831683690 (ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812).

18. If anyone is not in a position to quote for any reason, please send 'regret' letter positively otherwise you may not be consider in future for similar item.

19. Quotation submitted by the tenderers through fax/telegrams/e-mail will not be considered valid.

20. Settlement of disputes and Arbitration: It will be guided as per Clause No. 47 & 48 of GCC available in <http://www.dvc.gov.in/FinalWPMannual-IV.pdf> (Page 146 - 184).

Note-All tenderers would be bound by the terms and conditions as detailed in the tender specification by DVC and General Condition of Contract. Bidders are requested to go through GCC (General Condition of Contract) in the DVC Website - www.dvcindia.org. In case of any discrepancy on any particular reference amongst GCC and the Tender documents, the Terms and Conditions specified in the Tender Documents will prevail.

ENCLOSURE :-

1. boq (Price sheet)
2. techcomm sheet
3. cost of withdrawal of deviation
4. Letter of bid
5. GCC 2016

ANNEXURE - I

Letter of Bid

To
The Superintending Engineer (C&M)
DVC, CTPS
P.O: CHANDRAPURA - 828403, DIST: BOKARO (JHARKHAND).

Sub : ' Procurement of LED luminaries for OSF (E) area of CTPS # 7&8.'

Ref: 1. NIT No: '-----'
-----'

2. Quotation No. with Date :

Dear Sir(s),

We offer to supply the materials/ execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the application fee/cost of Tender document and EMD being submitted by us has been furnished on-line.

I/We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act' 2006 and registered with the authority of the State Government.

OR

I/We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006

This Bid and our written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Yours faithfully,

(Signature of Bidder **OR**
Authorized person of bidder **OR**
DSC Holder bidding online with authorization from bidder)

1. Name of Authorized Signatory
2. Type of Authorization
3. Name of the Bidder
4. Address
5. e-mail Address
6. Mobile Number
7. FAX Number
8. Telephone Number
9. Place
10. Date

ANNEXURE - II

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
(for genuineness of the information furnished on-line and authenticity of the
documents produced before Tender Committee for verification in support of his eligibility)
Non Judicial Stamp Paper (minimum value of Rs.10).

A F F I D A V I T

I/We, -----, authorized representative of M/s--
-----solemnly declare that :

1. I/We am/are submitting tender for supply/works/services of
_____ against NIT no.
_____ dated _____ vide Bid ID
_____.

2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

3. I/We and our facilities is/are not banned/suspended by DVC/Ministry of Power/Govt. Of India/Department of Power & Non-conventional Energy Sources, Govt. Of West Bengal/Government of West Bengal/Department of Energy, Government of Jharkhand/Govt. Of Jharkhand.

OR

I/We and Our affiliates have been banned/suspended by DVC/Ministry of Power/Govt. Of India/Department of Power & Non-conventional Energy Sources, Govt. Of West Bengal/Government of West Bengal/Department of Energy, Government of Jharkhand/Govt. Of Jharkhand for a period of year(s), effective from to"

4. All scanned copy of documents , wherever applicable, uploaded by me / us in support of the information furnished online by me / us towards eligibility are valid and authentic.

5. I/We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act'2006 and registered with the authority of the State Government.

OR

I/We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006

6. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information by me / us towards eligibility is found to be false / incorrect at anytime, DVC may cancel my Tender and penal action as deemed fit may be taken against me / us, including termination of the contract, forfeiture of Earnest Money and banning / delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.

Signature of the Tenderer

Dated:

Signature and Seal of Notary

ANNEXURE- H

DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT

Requirement for RTGS / CBS /NEFT

1. Name of the Company/ Beneficiary:
2. Address:
3. Phone/ FAX Number :
4. Bank Particulars :
 - a) Bank Name:
 - b) Branch Name:
 - c) Branch Address:
 - d) Branch Telephone No.& FAX No:
 - e) Branch Code:
 - f) 9 Digit MICR No. of Branch (Enclose a cancelled Cheque):
 - g) 11 Digit IFSC Code of Bank Branch:
 - h) Bank Account No.:
 - i) Bank Account Type: Current / CC etc.:

We hereby declare that the particulars given are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, we would not hold DVC responsible.

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) -----

(Name) -----

Address-----

(Company Seal)

Bank Certification:

It is certified that above mentioned beneficiary holds a Bank Account No.----- with our branch and the Bank particulars mentioned above are correct.

Date:

Place:

(Authorised Signatory)

(Name)

(Designation)

(Authorisation No.)

(Bank Seal)