



## DAMODAR VALLEY CORPORATION

दामोदर घाटी निगम

(ESTABLISHED BY THE ACT XIV OF 1948)  
DURGAPUR STEEL THERMAL POWER STATION  
P.O:ANDAL-713321, DIST: BURDWAN

Website: <http://www.dvc.gov.in>  
FAX : 0341-2374338  
Phone : 0341-2374553

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

**Tender No. DVC/Tender/DSTPS/Electrical Maint./C&M Purchase & Contract/Supply/00052 Dated 07/12/2019**

**Last Date of submission(uploading) of Bid Documents : 30/12/2019 (upto 1100 Hrs. )**

**Date of Opening of Techno-Commercial Offer : 31/12/2019 at 1130 Hrs.**

**Tender Request Due Date/Time : 30/12/2019 at Hrs.**

**Tender Downloading Due Date/Time : 30/12/2019 at Hrs.**

**DESCRIPTION OF SUPPLY :** Procurement of LED LUMINARIES for DVC,DSTPS,ANDAL

Tenders for Single Stage-Two Envelope-Two Part tendering through e-tendering process are invited on behalf of DURGAPUR STEEL THERMAL POWER STATION, Damodar Valley Corporation, for Procurement of LED LUMINARIES for DVC,DSTPS,ANDAL 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](mailto:rnawajesh@gmail.com)- Contact No. 9831683690 / Miss Armistha Kangsa Banik, e-mail: [armistha.banik1989@gmail.com](mailto: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](mailto:rnawajesh@gmail.com)- Contact No. 9831683690

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

**MATERIAL DETAILS**

Sr. No.	Material Code	Material Description	UOM	Specification	Quantity
1	754020820002	LUMINARIES 35/45 WATT	NO	Industrial LED	150.0000

Sr. No.	Material Code	Material Description	UOM	Specification	Quantity
		(COMPLETE SET WITH LED LAMP) SUITABLE TO REPLACE 70 WATT HPSV LAMPS STREET UMINARES		wellglass luminaire 30-40 Watt(complete set with LED lamp) suitable to replace 70W HPSV wellglass luminaire, I/P Voltage: AC 140-280V, 50 Hz, Efficacy: >100 Lumen/Watt, CCT: 5700K ±300K, CRI>70, Ingress Protection: IP 65, IK : 07, Housing: Pressure Die-cast Aluminium with Opal Polycarbonate diffuser along with I-bolt arrangement, PF: >0.95, Input Surge Protection: 4KV, THD:<10%. 4 Stage Protection - Over + Under Voltage, Short Circuit, Reverse Polarity & Over Temp. Driver should be of Unique BIS Certification.	
2	756010020003	Mediumbay/Highbay Industrial LED luminaire 70-100 Watt (complete set with LED lamp) suitable to replace Conventional Medium Bay 150W HPSV Luminiare	NO	Mediumbay/Highbay Industrial LED luminaire 70-100 Watt (complete set with LED lamp) suitable to replace Conventional Medium Bay 150W HPSV Fittings,I/P Voltage: AC 140-280V, 50 Hz, Efficacy: >110 Lumen/Watt, CCT: 5700K ±300K, CRI>70, Ingress Protection: IP 65, IK : 05, Driver: Potted type with Unique BIS Certification, Housing: Pressure Die-cast Aluminium with I-bolt arrangement, PF: >0.95,Luminaire Beam Angle : 50°, Input Surge Protection: 4KV internal & 8KV external , THD:<10%. 4 Stage	50.0000

Sr. No.	Material Code	Material Description	UOM	Specification	Quantity
				Protection - Over + Under Voltage, Short Circuit, Reverse Polarity & Over Temp.	
3	754010740001	200W LED Flood light fittings complete in all respect	NO/SET	200W LED Flood light, I/P Voltage: AC 140-280V, 50 Hz, Efficacy: >110 Lumen/Watt, CCT: 5700K ±300K, CRI>70, Ingress Protection: IP 65, IK : 07, Driver: Potted type, Housing: Pressure Die-cast Aluminium with tempered glass, Luminaire Beam Angle : 50°, PF: >0.95, Input Surge Protection: 5KV internal & 10KV external, THD:<10%. 4 Stage Protection - Over + Under Voltage, Short Circuit, Reverse Polarity & Over Temp., Driver should be of Unique BIS Certification.	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/](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 / Ex-works Basis and in INR 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 AND RISK PURCHASE 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).  
(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.  
(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above  
(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to re-purchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.
- 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 Rail/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 through RTGS within fifteen (15) working days from the date of receipt of material in good condition and after inspection & acceptance at DSTPS Site, and against submission of bill/Invoice in triplicate with pre receipted original and acceptance of SDBG.

14.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE

- (i) In the event of placement of order of value above Rs. 100.00 lakhs, you have to furnish a Bank Guarantee (B.G.) worth 10.00% of the order value from any Nationalised / Scheduled Comm. Bank valid till expiry of Guarantee Period, plus a claim period of 06 (six) months thereafter.
- (ii) For order value upto Rs. 100.00 lakhs, S.D. in the form of B.G. / Advance bank draft / Deduction of equivalent amount (10.00% of the order value) against submitted invoice / bill shall be accepted.

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

15.0 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	754020820002	150	30	S.E.(M), Store, DSTPS, DVC
2	756010020003	50	30	S.E.(M), Store, DSTPS, DVC
3	754010740001	50	30	S.E.(M), Store, DSTPS, DVC

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

16.0 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	36 months from the date of delivery or 36 months from

Material Code	Guarantee/Warranty
	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.

#### 17.0 FORCE MAJEURE

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

#### 18.0 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.

#### 19.0 GST RATE & HSN CODE:

Please provide valid HSN code with a valid GST rate for the required material.

#### 20.0 GST REGISTRATION CERTIFICATE:

Self- certified scanned copies of relevant documents e.g. GST Registration Certificate, must be submitted with the offer. However DVC reserves the right to call for original documents, failing which, the offer is liable for rejection.

#### 21.0 NOTE ON DELIVERY :

The materials are to be delivered within 30- days ( from the date of issuance of purchase order) at DSTPS Stores .Date of delivery is to be reckoned as the date of receipt of the materials/goods by the consignee. However, in case of Ex works basis, the delivery date will be considered as per date of Consignment note.

#### 22.0 CONSIGNMENT:

The materials are to be delivered at DSTPS Stores by the supplier at their own cost & arrangement in single consignment.

#### 23.0 PUBLIC PROCUREMENT:

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: 15.06.2017 is applicable for the subject procurement.

#### 24.0 GENERAL QUERIES:

CONTACT:- SRI RAHUL KUMAR ,EE(E), C&M SECTION,DVC,DSTPS,ANDAL  
MB-9800010284, EMAIL:- rahul.kumar@dvc.gov.in

25.0 **FITMENT CERTIFICATE:**

Fitment cum interchangeability certificate for 1:1 interchangeability of the indented spares with the existing spares is to be submitted along with supply.

26.0 **PRICE REASONABILITY:**

Please certify on your offer that the quoted rates are reasonable and same as charged to other Government Organizations/PSUs. In support of price reasonability, the order copy of similar items received from other Govt. Organization/PSU/ other utilities is required to be furnished.

27.0 **NOTE ON FREIGHT CHARGES:**

Freight charges are paid at actual against documentary evidence limited to quoted value.

28.0 **DEVIATIONS:**

Deviations, if any, from the tender specification shall be clearly mentioned by the bidder in Deviation Sheet indicating the relevant specification clauses.

29.0 **REQUIRED DOCUMENTS FOR MATERIALS**

<b>Sl. No.</b>	<b>Document Description</b>	<b>Submitted With</b>	<b>Material Code</b>
1	Guarantee/Warranty Certificate	Supply	For All Materials
2	Test Certificate for the Item(Test Certificate from NABL Accordete lab)	Supply	For All Materials



## 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](http://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](http://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 (NICSI), 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](mailto:rnawajesh@gmail.com)- Contact No. 9831683690 (ii) Miss Armistha Kangsa Banik, e-mail: [armistha.banik1989@gmail.com](mailto: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/FinalWPManual-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](http://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.

.....  
SUBHAMOY MUKHERJEE  
SUPERINTENDING ENGINEER-C&M Purchase &  
Contract  
For & on behalf of Damodar Valley Corporation

**ENCLOSURE :-**

1. boq:
2. cost of withdrawal:
3. techno commercial bid:

## **ANNEXURE - I**

### **Letter of Bid**

To  
The Superintending Engineer (C&M)  
DVC, DSTPS  
P.O:ANDAL-713321, DIST: BURDWAN.

Sub : ' Procurement of LED LUMINARIES for DVC,DSTPS,ANDAL'

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)