



## Chhattisgarh State Renewable Energy Development Agency (CREDA) (Dept. of Energy, Govt. of Chhattisgarh)

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**E-mail: [credatendercell@gmail.com](mailto:credatendercell@gmail.com), Website: [www.creda.co.in](http://www.creda.co.in)**

**BID DOCUMENT No. 125790/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023**

**“E-TENDER FOR STANDARDIZATION OF RATES FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR WATER HEATING SYSTEMS OF EVACUATED TUBE COLLECTOR(ETC) & FLAT PLATE COLLECTOR(FPC) MODEL OF VARIOUS CAPACITIES INCLUDING 5 YEARS COMPHRENSIVE MAINTENANCE AND ONSITE WARRANTY ANYWHERE IN STATE OF CHHATTISGARH”**

| Particulars   | From Date & Time            | To Date & Time         | Place   |
|---|-----------------------------|------------------------|---|
| Date of issue of notice inviting bid  | 22-02-2023<br>05:00 pm      | ----                   | ----  |
| Period of availability of bidding document at website   | 22-02-2023<br>05:00 pm      | 16-03-2023<br>05:00 pm | <a href="http://www.creda.co.in/Tenders">http://www.creda.co.in/<br/>Tenders</a><br><a href="http://eproc.cgstate.gov.in">http://eproc.cgstate.gov.in</a> |
| Submission of pre-bid queries in writing  | 22-02-2023<br>05:00 pm      | 02-03-2023<br>05:00 pm | To be submitted hard copy at CREDA, HO Raipur or through email at <a href="mailto:credatendercell@gmail.com">credatendercell@gmail.com</a>                |
| Submission of Online Bid (Technical + e-Price Bid) and submission of Documents in hard copy       | 22-02-2023<br>05:00 pm      | 16-03-2023<br>05:00 pm | <a href="http://eproc.cgstate.gov.in">http://eproc.cgstate.gov.in</a>   |
| Opening of Technical Bid  | 17-03-2023 12:30 PM Onwards |                        | At CREDA H.O., Conference Hall, Raipur.   |
| Evaluation of technical bid and Declaration of eligible bidder (The technical qualification part) | 20-03-2023 12:30 PM Onwards |                        | At CREDA H.O., Conference Hall, Raipur.   |
| Opening of e-Price Bid  | 22-03-2023 03:00 PM Onwards |                        | At CREDA H.O., Conference Hall, Raipur.   |

**Bid Document Cost –Rs.5000.00 + 18% GST = Rs.5900.00/-(In words Rupees Five Thousand Nine Hundred Rupees Only) to be deposited in CREDA’s account along with EMD via Demand Draft/ Pay Order or RTGS / NEFT.**

Document can also be downloaded from our website [www.creda.co.in](http://www.creda.co.in) or from Chhattisgarh e-Procurement portal i.e, <https://eproc.cgstate.gov.in>.

CMC-COMPREHENSIVE MAINTENANCE CONTRACT  
ETC-EVACUATED TUBE COLLECTOR  
FPC-FLAT PLATE COLLECTOR

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NIT REF. NO 20328/CREDA/RE-II/SWHS/2022-23

Date. 22-02-2023

**NOTICE INVITING BID**

CREDA invites Online Bids, for “Standardization of rates for supply, installation and commissioning of solar water heating systems of ETC & FPC model of various capacities including 5 years CMC and onsite warranty anywhere in state of Chhattisgarh” from BIS/MNRE approved manufacturer or authorized dealer having experience in the field of Design, Supply, Installation, Testing and Commissioning of Solar Water Heating System as per following details-

| Sl.No        | Item Description   | Approximate value of work (In Rs.) | Cost of Bid Document (In Rs.)              | EMD                   | Essentials   |
|--------------|--|------------------------------------|--|-----------------------|--|
| 1            | Standardization of rates for supply, installation and commissioning of solar water heating systems of ETC & FPC model of various capacities including 5 years CMC and unconditional onsite warranty anywhere in state of Chhattisgarh” | Rs. 1.5 Cr.                        | Rs. 5,000.00<br>+18% GST<br>= Rs. 5,900.00 | Rs.1,00,000.00        | As per clause no. 1 A to 1 G of Eligibility Criteria (Page no.7) |
| <b>TOTAL</b> |  | <b>Rs. 1.5 Cr.</b>                 | <b>Rs. 5,900.00</b>                        | <b>Rs.1,00,000.00</b> | <b>----</b>  |

Expected Quantity - 50 nos. for ETC type (100,200,500 & 1000 LPD) and 25 nos. for FPC type (125, 250,500 & 1000 LPD.) Water Heating Systems. However these quantities may be changed as per demand or availability of budget.

Estimated value of tender – **Rs. 1.5 CRORE**

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| Submission of pre-bid queries in writing  | 22-02-2023<br>05:00 pm      | 02-03-2023<br>05:00 pm | To be submitted hard copy at CREDA, HO Raipur or through email at credatendercell@gmail.com  |
| Submission of Online Bid (Technical + e-Price Bid) and submission of Documents in hard copy       | 22-02-2023<br>05:00 pm      | 16-03-2023<br>05:00 pm | <a href="http://eproc.cgstate.gov.in">http://eproc.cgstate.gov.in</a>  |
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Technical Bid and Price Bid shall be submitted online only at <https://eproc.cgstate.gov.in>. However Technical Bid (as per the checklist) also has to be submitted duly signed hard copy at CE (RE-IV). If there is any discrepancy in the e-Bid and hard copy only the e-bid shall be valid. Bidders are advised to follow the instructions provided for Registration and e-Submission Process accordingly.(for any query about e-bidding please visit user manual at <https://eproc.cgstate.gov.in>)

**Details of this Bid are mentioned at Bid Documents which can be downloaded from our website [www.creda.co.in](http://www.creda.co.in).**

**The Bidder should have to deposit Bid document cost along with EMD through Demand Draft/Pay Order or NEFT/RTGS in the account of CREDA as mentioned above.**

Bidders are requested to submit Pre-Bid queries with their suggestions/objections/ reservations if any with details so as to avoid any confusion and to ensure clarity and transparency regarding the Bid in writing or by e-mail. Any Addendum/Corrigendum/Amendment Notice if arises will only be uploaded on CREDA’s Website. CREDA reserves all rights to accept/reject any or all bids in full/part without assigning any reasons.

**Chief Engineer  
RE-IV, H.O. CREDA,  
Raipur (CG)**

**CHECK LIST**

To ensure that your Bid uploaded on the Chhattisgarh e-Procurement portal i.e. <https://eproc.cgstate.gov.in> is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your Bid -

| Sl. No. | Envelope  | Description   | Complied<br>(For Office Use Only) |
|---------|---|---|-----------------------------------|
| 1.      | <b>A. Pre-Qualification</b>                     | Earnest Money Deposit EMD + Tender Document Fee submission form of the bidder confirmed by CREDA (as on page-5)   |                                   |
| 2.      |   | Scanned Copy of Undertaking of the Bidder as mentioned on Page - 6 of the tender document on the letter head of bidder  |                                   |
| 3.      |   | Scanned copy of original tender document duly signed & with stamp on each page, as a confirmation of acceptance of the Terms & Conditions (T&C).  |                                   |
| 4.      |   | PAN, GSTIN issued in the name of the Bidder   |                                   |
| 5.      |   | Self-certificate from Bidder on not being a debarred from Government contract or a blacklisted company.   |                                   |
| 6.      |   | Declaration of conflict of interest - by bidder about any relatives working with CREDA and <b>Affidavit as per Annexure - II (Hard Copy to be submitted as per Clause 4d, Section - 1)</b>  |                                   |
| 7.      |   | Copy of Registration: Certificate as System Integrator for Solar Thermal of CREDA as valid at the time of submission of bid.  |                                   |
| 8.      | <b>B. Technical and Financial-Qualification</b> | Original Net Worth Certificate duly signed by Chartered Accountant as on 31.03.2021/31.03.2023  |                                   |
| 9.      |   | Copy of Certificate for last three consecutive year's turnover of works done regarding Solar water heating Projects.  |                                   |
| 10.     |   | Copy of ITRs for last three Financial Years of the Bidder   |                                   |
| 11.     |   | Technical details and specifications highlighting salient features of the systems with MNRE/BIS registration and latest test report etc.  |                                   |
| 12.     |   | Completion and Performance Certificates of Supply, Installation & Commissioning work in Bidder name in State/Central Govt. Scheme for any three consecutive years i.e. 2019-20, 2020-21 and 2021-22/2022-23 and till 31.01.2023 of FY 2022-23 <b>(Annexure - I)</b> |                                   |
| 13.     |   | Manufacturer Authorization Certificates of all components of Solar Water Heating Systems  |                                   |
| 14.     |   | Technical Data Sheet for each component showing full technical details.   |                                   |

### Details of EMD and Tender Document Fee

|                                      |                                  |
|--------------------------------------|----------------------------------|
| Tender No. and Date                  |                                  |
| Name of the Bidder                   |                                  |
| <b>Bidder's Bank Account Details</b> |                                  |
| (i) Name of the bank                 |                                  |
| (ii) Branch                          |                                  |
| (iii) IFSC Code                      |                                  |
| (iv) Account No.                     |                                  |
| (v) Transaction reference number     | EMD.....; Bid Document fee ..... |
| (vi) Date of transaction             | EMD.....; Bid Document fee.....  |
| (vii) EMD                            | Rs...../-<br>Words -(.....)      |
| (Viii) Bid Document Fee              | Rs...../-<br>Words -(.....)      |

|                     |                                   |
|---------------------|-----------------------------------|
| Name of A/c         | CREDA                             |
| Bank & Branch Name  | ICICI Bank, Pachpedi Naka, Raipur |
| Bank Account Number | 134601000400                      |
| Branch IFSC Code    | ICIC0001346                       |

**(Sign & Seal of the bidder)**

**\*NOTE -**

1. **The EMD and the Tender Document Fee shall have to be deposited as mentioned in the NIT in CREDA's bank account (amount mentioned above). Bidder shall have to upload the transaction details as above or a scanned copy of the DD (if transaction is done through DD)**
2. **In case the transaction is done through DD, the original DD has to be submitted in envelope A as per Clause 4(d).**

### UNDERTAKING OF THE BIDDER

I/We have read carefully and examined the notice inviting Bid, schedule, General Rules and terms and conditions of the contract, special conditions, Schedule of Rates and other documents and Rules referred to in the Bid document for the supply.

I/We hereby Bid my rates for the execution of the work for CREDA as specified within the time stipulated in the schedule in accordance with all aspects with the specifications, designs, drawings and instructions with such conditions so far as applicable.

I/We agree to keep the Bid valid for **One Hundred Eighty (180) days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs 1 lac is** hereby forwarded as **Earnest Money** through Demand Draft/ Pay Order or RTGS / NEFT payable to CREDA at Raipur (C.G.). If I/We, fail to commence or complete the Work Ordered in specified time or fail to fulfill any condition of Bid document, I/We agree that the CREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. The said Earnest Money shall be retained by CREDA towards security deposit to execute all the works referred to in the Bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be required by CREDA.

I/We hereby declare that I/We shall treat the Bid documents, specifications and other records connected with the work as secret/confidential and shall not communicate information derived there from to any person other than a person to whom I/We have authorized to communicate the same or use the information in any manner prejudicial to the safety of CREDA/Government.

I/We shall abide to all the laws and shall be responsible for making payments of all the taxes, duties, levies and other Govt. dues etc. to the appropriate Govt. departments.

We are registered in GST vide registration No.\_\_\_\_\_. And our PAN No. under the Income Tax Act is \_\_\_\_\_

I/We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize CREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

I/We declare that none of our relatives is working in CREDA either on Regular/Contract/Placement basis or I/We don't have any partnership/ subcontract obligation with any employee working in CREDA at present directly or indirectly and we will not enter in such obligation in future also. If any breach of declaration is found than we will be responsible for our debarment and any other action taken by CREDA.

Dated:  
Place:

**Signature**  
**Name of Bidder with seal.....**  
**Witness :**  
Signature: .....  
Name: .....  
Postal Address: .....

## SECTION – 1 INSTRUCTIONS FOR BIDDERS

### 1. ELIGIBILITY CRITERIA:

#### a. MINIMUM EXPERIENCE

Bidders must have minimum experience of Supply, Installation & Commissioning of Solar water Heating Systems in last three financial years i.e., **2019-20, 2020-21, 2021-22 and till 31.01.2023 of FY 2022-23** as per the details mentioned below -

| S.No. | Details  | Minimum Experience   |
|-------|--|--|
| 1     | Supply, installation and commissioning of solar water heating system of various capacity<br>Type:- ETC/FPC | Bidder must have minimum experience of installation and Commissioning of Solar Water Heating System of aggregate capacity of <b>5000</b> LPD in Chhattisgarh or any other state or State/Central Government schemes. |

**Original experience Certificates should be in prescribed format (Annexure-I) only. Work order, L.O.I. / L.O.A. and experience certificates in other format will not be acceptable.**

- b. The Bidder must be a BIS/MNRE approved manufacturer or authorized dealer of manufacturer having experience in the field of Design, Supply, Installation, Testing and Commissioning of Solar Water Heating System. Not more than three authorized dealer having authorization from same Manufacturer is allowed to participate in the Tender/Bid. In case if more than three bidders submit the authorization of same Manufacturer than priority will be given to only three bidders with higher experience in descending order and the financial bid of the rest of the bidders who have been authorized by the same manufacturer shall not be considered for evaluation.
- c. Bidders must have a positive net worth (**Positive Net worth means “Net value of the Assets minus (-) Net value of liabilities”**) of Rs. 25 Lacs as on 31-03-2022. They shall have to submit an Original Certificate duly signed by a qualified and registered Chartered Accountant having UDI number as a proof. Produced certificate must tally with the audited balance sheet.
- d. Bidders should have an aggregate turnover of minimum Rs. 50 Lacs in last three consecutive financial years i.e., FY 2019-20, FY 2020-21 and FY 2021- 22 in Solar Water Heating Projects. Certified copies of the annual returns and audited balance sheet submitted to the Registrar of Companies/ Income Tax Authorities should be enclosed. For the preceding years, an original Summarized Sheet of turnover certified by registered CA must be enclosed. In case of FY 2021-22 Bidder are allowed to submit CA certified provisional balance sheet, ITR, Turnover and Net-worth Certificate. CREDA reserves the right to call for these documents from such bidders anytime during the validity of the bid.
- e. Bidder who is debarred from business by Govt. /Govt. Agency in any state would not be eligible to participate in this bid. A self-declaration should be submitted by the bidder to this effect, failing which bid shall be rejected.
- f. Bidder shall have valid registration as System Integrator for Solar Water Heating system at the time of submission of bid.
- g. **Additional Eligibility Criteria-** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified and may be debarred if they have:
- i. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
  - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion litigation history, or financial failures etc.; and/or
  - iii. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to CREDA.

**2. BIDDING PROCESS-**

For ease of accessing the e-bidding website and registration the following is to be done by bidder -

- a. Visit <http://eproc.cgstate.gov.in>
- b. Prospective bidders are requested to download, read and understand the Manuals present on the website so as to clearly understand the bid submission process.
- c. The user will be directed to e-bidding page where all information regarding registration is available along with helpline details.
- d. Technical bid and Price Bid shall be submitted online only at <https://eproc.cgstate.gov.in> latest by **05:00 PM on 16-03-2023**. Bids submitted after scheduled time and date shall not be considered.
- e. Financial bids of all the bidders whose works have been cancelled due to poor performance under the previous tender(s) shall not be opened.

**3. EMD & DOCUMENT FEE -**

Earnest Money Deposit of Rs. One Lakh submitted in the form of Demand Draft/Pay Order or RTGS/NEFT as mentioned in the NIT vide no. 125790/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023. EMD submitted in any other form e.g. Cash/Bank Guarantee/FDR /TDR etc. shall not be accepted.

**4. SUBMISSION OF DOCUMENTS-**

- a. All the documents including technical and financial Bid should be submitted online on Chhattisgarh e-Procurement portal <https://eproc.cgstate.gov.in> as per the items mentioned in the Checklist on page no. 04 in this bid.
- b. Bidders are advised to finish all the bidding portal related activities such as registration, USB certificate/token approval, and payments etc. well in advance so as to avoid last minute difficulties during the bid submission.
- c. Bidders are also advised to make themselves fully aware with the bid submission mechanism to avoid last minute hassles and doubts during bid submission. CREDA shall only entertain genuine technical issues/glitches, provided that the bidder submits evidence regarding the same.
- d. Additionally, the bidders shall also have to submit all the documents, in hard copy, as required in this bid as per the checklist on page 04 during the opening of Technical Bid. Bidders shall have to submit only the documents as per the checklist in the following envelopes-

**Envelope A** - Pre Qualification Documents (original DD should be submitted in this envelope)

**Envelope B** - Financial Qualification Documents (GST, PAN, Net worth, Turnover, ITR and Balance Sheet)

**Envelope C** - Technical Qualification Documents.

**Note:** The documents submitted in hard copy (offline) to CREDA Head Office must match with those submitted in the Chhattisgarh e-Procurement portal. Any document other than the uploaded document shall not be considered. CREDA's tender committee will only evaluate the documents submitted on Chhattisgarh e-Procurement portal. In no case the hard copy of documents shall be evaluated, they are only for record keeping by CREDA.

**5. SPECIFICATION AMENDMENTS-**

The Specifications of Solar Water Heating System and accessories should be as per prevailing MNRE & CREDA norms, as specified in the bid. If any amendments are issued by MNRE/CREDA in due course of time, in this context, then those shall be applicable under this bid.

**6. GST & PAN-**

Bidder shall have to submit copies of GST registration number and PAN numbers issued by the appropriate authority.



**7. THE BID-**

The Pre-Qualification, Technical-Financial Qualification Documents and Price Bid, other related documents must be uploaded in the portal i.e. <https://eproc.cgstate.gov.in> **from 05:00 PM 22-02-2023 to 05:00 PM 16-03-2023**. Nobody is authorized to receive or grant receipt for Bid delivered on behalf of CREDA. **Bid received through any other mode shall not be considered and shall be rejected.**

**8. ANALYSIS OF RATE -**

Bidder should quote their rates considering variation of site conditions and all other factors in price of different components and keeping the quantum and quality of work in mind. If CREDA anticipates that rate is abnormally low or high, CREDA shall have liberty to amend the rates or reject the bid.

**9. REGISTRATION OF BIDDER-**

Bid shall be rejected of all those bidders who are not registered with CREDA at the time of submission of bid.

**10. VALIDITY -**

Full descriptive particulars and complete specifications should accompany the offer. Offers should be kept open for acceptance for at least **180 days** from the date of opening. After finalization of this Bid the approved rates shall be valid till **two** year from the date of finalization; however CREDA shall have liberty to increase or decrease this validity if needed.

**11. TERMS & CONDITIONS-**

- a. The terms, conditions and specifications mentioned in Bid document shall be binding on the Bidders and no condition or stipulation contrary to the conditions shall be acceptable. It may please be noted that the Bidders who do not accept terms and conditions stipulated in this Bid documents, their offers shall be liable to be rejected out-rightly without assigning any reason whatsoever.
- b. Each page of Bid document & enclosures shall be signed by the Bidder and seal affixed. All the pages of the documents issued must be submitted along with the technical offer. In case of any corrections / alterations in the Bid, the Bidder should attest the same; otherwise Bids may not be considered.
- c. Bidders are also instructed to check each and every item and upload the documents as applicable and required to be uploaded on the bidding portal. Incomplete bid submission may result in rejection of the entire bid.

**12. CREDA RESERVES THE RIGHT-**

- a. To reject or accept any or all Bids fully or partly without assigning any reason on the grounds considered advantageous to CREDA, whether it is the lowest Bid or not.
- b. To split the quantities against the Bid further for the same items/work. No reason will be assigned by CREDA for this and will be binding on the Bidders.
- c. To increase or decrease of aggregate quantities as per discretion or circumstances.
- d. Due to large quantum of work & limitation of the time period for completion of the work CREDA may, if required, take consent from other eligible bidders if they agree to work on rates approved by CREDA.
- e. CREDA may undergo agreement with those eligible Bidders who give consent to work on rates standardized by CREDA and may allocate work to them. Rates approved through this Bid may be standardized for all eligible Bids to work in year 2022-23 & 2023-24 and shall be valid till 31-03-2024. However CREDA reserves right to curtail or extend this period.
- f. CREDA reserves the right to amend or change minor specifications of the entire or any component of the biogas plant even after the issuance of sanction order as per the site conditions and demand.

**13. COMMUNICATIONS -**

- a. All the communication between Bidder and CREDA shall be in writing. Notice sent by Fax or other Electronic means shall be effective on confirmation of the transmission. Notice sent by registered post or speed post shall be effective of delivery or at expiry of normal delivery period as under taken by Postal Service.
- b. Offers through Telegraph/Fax/Emails/Post/Courier or open offers etc. received shall

be summarily rejected.

**14. BID DOCUMENT FEE AND EARNEST MONEY-**

- a. Each Bidder should submit EMD and Document Fee in the form of Demand Draft/Pay Order or RTGS/NEFT as single transaction only as mentioned in the NIT vide **No. 20328/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023** in this Bid.
- b. Bid Document Fee & EMD submitted in any other form e.g. **Cash/Bank Guarantee/DD/FDR /TDR etc. shall not be accepted.**

**15. PRE-BID QUERIES SUBMISSION IN WRITING -**

- a. All suggestions, doubts, confusion, request, queries etc., shall have to be presented to CREDA in writing or through email to [credatendercell@gmail.com](mailto:credatendercell@gmail.com) before **05:00 PM** on **02-03-2023**. After that any representation in this regard shall not be Considered.
- b. The purpose of pre-bid queries is to clarify issues and questions related to this tender that can be raised at that stage. Any amendments in the bid documents which may become necessary as a result of pre-bid queries received shall be part of original Bid document and communicated through corrigendum on CREDA website ([www.creda.co.in](http://www.creda.co.in)) and on Chhattisgarh e- Procurement Portal <https://eproc.cgstate.gov.in>.

**16. TECHNICAL CRITERIA-**

Bidder shall have to give a self-declaration that Solar Water Heating System & its components are confirming to the latest MNRE/BIS specifications & IS standards.

**17. FORFEITURE OF EARNEST MONEY DEPOSIT-**

It should be clearly understood that in the event of Bidder failing to enter into the agreement in the prescribed format on their quoted rates and also fails to execute assigned works under any Scheme of CREDA, within stipulated time, if he is so communicated within the validity period of the offer, the full amount of earnest money will be forfeited and Bidder shall be debarred from future business with CREDA. CREDA's decision in this regard will be final and binding on the bidders.

**18. PRICE OF WORK -**

- a. The Price quoted for all work must be with 5 years system warranty and comprehensive maintenance. The prices shall be filled exactly as per **Price Bid enclosed**.
- b. GST shall be paid extra as per applicable rate. Any change in GST shall become applicable during the period of contract.
- c. In this regard if there is any change in the composition ratio of goods and services by any Authority/ Courts, same shall be applicable.
- d. **There shall be no escalation of rates under any circumstances.**

**19. ENGINEERING DOCUMENT-**

Bidders shall have to submit Engineering Documents with technical details, Specifications of components and make etc. to CREDA for approval, as and when asked by CREDA. Supply/work may only be started out only after approval of the Engineering Document/Drawing.

**20. INSPECTIONS-**

CREDA reserves right to inspect the material at Godowns / Temporary Stores before dispatch and also at works sites.

**21. MANDATORY DEDUCTION -**

This deduction is the one percent of cost of installation only and it is mandatory to deposit to concerned department as per state govt. notification. So while quoting the financial bid, keep this in mind.

**22. MANDATORY EMPLOYMENT -**

Qualified diploma engineer with minimum wage rupees 15000/- per month for works above rupees 20 lacs and Qualified graduate engineer with minimum wage rupees 25000/- per month for works above rupees 01 crore shall have to be deployed by the System Integrator. (As per CG Govt.'s order no. F7-17/2020/1-6 Dated 02.12.2020).

**23. TAX OBLIGATIONS-**

CREDA shall deduct TDS for Income Tax, applicable cess on Civil Work etc. under various acts and deposited with the appropriate authority. Costs and taxes before execution of agreement with CREDA so as to ensure tax deposition as per Government Rules accordingly.

**24. JURISDICTION OF THE COURT-**

Any dispute arising out of the contract shall be subject to the jurisdiction of Hon'ble High Court of Chhattisgarh.

**25. CORRUPT OR FRAUDULENT PRACTICES -**

- a. CREDA requires the bidder to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- b. It is required that each bidder (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or become aware, during the tendering process and throughout the negotiation or award of contract.

## SECTION - 2

### GENERAL CONDITIONS OF CONTRACT

#### 1. DEFINITIONS-

In writing General Conditions of Contract, the specifications and bill of quantity, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or content inconsistent with the subject.

- a. **CREDA** shall mean the Chhattisgarh State Renewable Energy Development Agency represented through the Superintending Engineer.
- b. **Work** shall mean any work entrusted to the Bidder as mentioned in the scope of work and Work Order.
- c. The "**Engineer in charge**" shall mean the Engineer or Engineers authorized by CREDA for the purpose of this contract. Inspecting Authority shall mean any Engineering person or personnel authorized by CREDA to supervise and inspect the Solar Water Heating System installation Work.
- d. "**The Eligible SI/Bidder**" shall mean the Bidder awarded with the contract or their successors and permitted assigns. Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price. General Conditions shall mean the General conditions of Contract.
- e. "**Specifications**" shall mean the specifications annexed to these General Conditions of contract and shall include the schedules and drawings attached there to or issued to the eligible bidder from time to time, as well as all samples and pattern, if any,
- f. "**Month**" shall mean calendar month. "Writing" shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or written by hand.

#### 2. PROOF OF MANUFACTURER -

Those bidders who are also manufacturers of an important component of Solar Water Heating system such as Collector, gate valves, pipes, Ball Cock, etc., shall have to submit proof of their factory, SSI Registration and list of Machineries and Equipment.

#### 3. CONTRACT DOCUMENT-

The term "Contract" shall mean and include the General conditions, specifications, schedules, drawings and Work Orders etc., issued against the contract schedule of price or their final general conditions, any special conditions applying to the particular contract specification and drawings and agreement to be entered into. Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian contract Act or any other Act in vogue or by any person of common knowledge and prudence.

#### 4. MANNER OF EXECUTION -

- A. Execution of work shall be carried out in an approved manner as outlined in the technical specifications or where not outlined, in accordance with desired Specifications laid down by CREDA, to the reasonable satisfaction of the Engineer.
- B. Successful Bidder / Bidder here-in-after called the SI (System Integrator)
  - a. Conduct a detailed survey of site and submit site details after receipt of LOI from CREDA after due verification and signatures of concerned AE/EE/Officer In Charge with Site Clearance, layout etc. and other necessary documents submit the survey details in concerned District Office of CREDA in prescribed manner.
  - b. Engineer-in-Charge of District Office of CREDA shall examine these applications/ Proposals. After his/her satisfaction will forward details with his recommendations to EE of Concerned Regional Office of CREDA. Engineer-in-Charge may visit the site if he/she is not satisfied with survey report.
  - c. In case Engineer-in-Charge of District Office of CREDA finds the site not suitable for installation of system, he/she will inform concerned beneficiary organization / department accordingly and request for alternative site /necessary action.

- d. Executive Engineer of concerned Regional Office CREDA will decide the technical feasibility and layout plan of site. Executive Engineer may visit the site if he/she is not satisfied with survey report.
  - e. After satisfaction, the Executive Engineer will approve the plans and forward to Head Office for issuance of work orders.
  - f. Head Office, CREDA will be final authority to approve or reject site finalization recommended by Regional Offices.
  - g. Concerned CE of CREDA, after his satisfaction, shall issue the work order to eligible SI for installation of Solar Water Heating system.
  - h. Work order will be given to the chosen System Integrator only after execution of the agreement with CREDA.
  - i. After issuance of LOI/Work Order(s), Executive Engineer of concerned Regional Office CREDA will finally approve site layout in writing in prescribed format.
  - j. The SI shall start work within 15 days after the date of approval of site layout.
- C.** All the materials required for the installation of Solar Water Heating System as per Work Order issued shall be kept at site in the custody of the SI. CREDA shall not be responsible for any loss or damage of any material during the installation.
- D.** After work is started CREDA will carry out inspections at various stages. CREDA reserves the right to monitor and inspect the installation progress at any time without prior intimation to SI and carry out the testing of certain materials such as, pipes and system accessories through an independent third party as per standard test protocols.
- E.** After installation, joint inspection will be done in presence of beneficiary, SI and CREDA and after successful commissioning of Solar Water Heating System followed by its successful operation, a JCC will be signed and the payment claim will be forwarded for payments as per guidelines and procedures of CREDA.
- 5. VARIATIONS, ADDITIONS & OMISSIONS-**
- CREDA shall have the right to alter, amend, omit, split or otherwise vary the quantum of work, by notice in writing to the Bidder. The eligible Bidder shall carry out such variation in accordance with the rates specified in the contract so far as they may apply and where such rates are not available; those will be mutually agreed between CREDA and the eligible Bidder.
- 6. INSPECTION -**
- a. The Engineer-in-Charge or his authorized representative(s) shall be entitled at all reasonable times to inspect and supervise and test during supply and commissioning. Such inspection will not relieve the eligible bidder from their obligations under this contract.
  - b. Material can be inspected before dispatch or in transit by the authorized representatives of CREDA at the factory / godown at the cost of the eligible bidder, if desired by CREDA.
  - c. CREDA may undertake real time performance and quality test of randomly selected items and its components during the course of execution as per the specifications and guidelines laid by CREDA to ensure quality and performance of items/work.
- 7. COMPLETION OF WORK-**
- Time being the essence of contract, the installation of the Solar Water Heating System shall be completed within the time schedule prescribed in the Work Order.

**8. ELIGIBLE SYSTEM INTEGRATOR'S LIABILITY IN CASE OF DEFAULT -**

CREDA may by written notice of default to the eligible bidder, terminate the contract in circumstances detailed hereunder -

- a. If in the opinion of the CREDA, the eligible bidder fails to complete the supply/work within the time specified in the supply/work Order or within the period for which extension has been granted by CREDA to the eligible bidder.
- b. If in the opinion of CREDA, the eligible bidder fails to comply with any of the provisions of this contract.
- c. In the event of CREDA terminating the contract in whole or in part as provided in paragraph (a) above, CREDA reserves the right to engage another eligible bidder or agency upon such terms and in such a manner as it may deem appropriate and the eligible bidder shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the supply of the Items and/ or for penalty as defined under this Bid document until such reasonable time as may be required for the final completion of the work. CREDA may debar such a defaulter SI for up to three years from participation in all activities of CREDA
- d. In the event CREDA does not terminate the contract as provided in paragraph (a) the eligible bidder shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay as set out in this Bid document until the work is completed.

**9. FORCE MAJEURE-**

The eligible bidder shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as act of God, acts of public, enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that if bidder shall submit delay notice with appropriate cause of delay to the CREDA in writing within **15 days** of force majeure. CREDA shall verify the facts and may grant such extension as facts justify. Delay in supply of any accessories of items etc. by the related vendors, to whom the Bidder has placed order, shall also not be treated as force majeure.

**10. REJECTION OF WORKS -**

In the event of any of the material supplied/work done by the eligible bidder is found defective in material or workmanship or otherwise not in conformity with the requirements of this contract specifications, CREDA shall either reject the material and/or work and advise the eligible bidder to rectify the same. **CREDA may impose penalty for such rejection up to 200% cost of the entire item/work. Habitual/repeated offenders shall be black listed/debarred to participate in the any Bid/ Activity of CREDA till further orders.** The eligible bidder on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible bidder fails to do so CREDA may -

- a. At its option replace or rectify such defective materials and/or work and recover the extra cost so involved from the eligible bidder plus **15%** service charges of the cost of such rectification, from the eligible bidder and/ or terminate the contract for balance work/ supplies with enforcement of penalty **as stated above.**
- b. Defective materials/workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The eligible bidder shall be liable for any loss/damage sustained by CREDA due to defective work **with enforcement of penalty as stated above.**

**11. EXTENSION OF THE TIME-**

If the completion of work is delayed due to any reason beyond the control of the eligible bidder, the eligible bidder shall without delay give notice to the CREDA in writing of his claim for an extension of time. CREDA on receipt of such notice may or may not agree to extend the contract/delivery/completion date of the items/works as may be reasonable but without prejudice to other terms and conditions of the contract.

Chief Executive Officer, CREDA has full right for unconditional time extension.

**12. MAKES OF EQUIPMENTS TO BE USED IN THE WORK-**

- a. The Solar Water Heating Systems & Other accessories should be as per CREDA specifications and shall be made in India.
- b. The eligible bidder has to ensure that equipment's are as per Technical Requirements of guidelines of CREDA as complied with. The material/works for which MNRE/BIS or ISI specification is not available, Engineer-in-charge of the works will examine and approve the material/works, preferably of all makes on which CREDA has report of satisfactory performance. Test certificates for items should be submitted to the Engineer-in-charge of the works before installation of the same.
- c. Successful bidder should submit Warrantee Agreement for five **year** for items with manufacturer or dealer certified by the manufacturer before installation of system.

**13. WARRANTEE PERIOD AND POST SUPPLY/INSTALLATION SERVICES-**

- a. The work done/material supplied by the eligible bidder should be warranted for satisfactory operation and against any defect in material and workmanship including Items and other balance of equipment's, for a period of **5(five) years**, from the date of supply/completion of the items/work.
- b. The above warrantee certificates shall be furnished to CREDA for approval. Any defect noticed during this period should be rectified by the supplier free of cost upon written notice from CREDA provided such defects may be due to bad workmanship or bad materials used.
- c. The warrantee period shall be extended by the period during which the items/work remains non- operative due to reasons within control of the eligible bidders.
- d. This warrantee must be an unconditional onsite warrantee and the eligible bidder will have to replace the defective material within **5 days** positively from the date of information given to him, failing which CREDA will rectify/replace the components/system at the risk and cost of BIDDER.
- e. Care should necessarily be taken to make the items operational, once the reporting of the fault/non- operational status is done, within a week. If item/system not found operational even after reporting within **7 days**, CREDA may rectify the same at the risk and cost of system integrator, after rectification/replacement the warranty clause will remain compliant as per tender conditions. No claim in this regard will be entertained.
- f. Successful Bidder shall have to establish their service stations in headquarter and shall have to keep sufficient quantity of spares and man power to ensure proper service network for taking care of smooth functioning of items supplied by them. Eligible bidder shall have to give a toll free number to register complaints.

**14. TERMS OF PAYMENT-**

The following terms of payment shall apply for the Bid –

- a. **95%** of the eligible payment as per the supply/work Order after satisfactory supply and performance testing of the works at site with proper handing over.
- b. Balance **5%** of the eligible payment (Without GST) shall be retained by CREDA as Performance Security for a period of **60 Months** from the date of commissioning.
- c. GST shall be paid extra as applicable.

**15. PENALTY FOR DELAY IN COMPLETION OF CONTRACT-**

- a. If the eligible SI fails to complete the assigned work within scheduled time specified in the work order or any extension granted there to, CREDA will recover from the bidder as penalty a sum of **Two per cent (2%)** of the Work Order Cost including GST/Taxes for each calendar month of delay or Part thereof. For this purpose, the date of taking over shall be reckoned as the date of completion. Total penalty shall not exceed **5% (Five Per cent)** of the cost. The eligible SI shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE.
- b. Review of the progress of installation of Solar Water Heating System allocated to

bidders shall be done time to time by CREDA. If the progress of supply/work is found unsatisfactory, the allocation of entire remaining works/supply can be re-allocated to other bidder as per discretion of CREDA.

**16. SECURITY DEPOSIT (SD)-**

- a. The Earnest Money shall be retained by CREDA up to the duration of validity of tender, after agreement is done to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be required by CREDA.
- b. Beside this 5% of the cost shall also be retained as SD during the five years of warrantee period. No interest shall be payable on the SD.
- c. Period for which EMD and SD are to be retained may be extended in case the warrantee period is extended due to non-performance of the system.
- d. All costs of damages and delays for which the eligible SI is liable to the CREDA will be deducted from any money due to the eligible SI including the security deposit of any project under CREDA.

**17. INSURANCE-**

The eligible bidder shall arrange insurance coverage for the materials at his/beneficiary's custody for the work under execution and successful commissioning and subsequent handover to the beneficiary. The eligible bidder shall take up insurance or such other measures for the manpower so as to cover the claim for damage / accident under workmen's compensation Act and other applicable State/Central laws. CREDA shall not bear any responsibility on this account.

**18. PENALTY DUE FROM THE ELIGIBLE BIDDER-**

All costs of damages and delays for which the eligible bidder is liable to CREDA will be deducted from any money due to the eligible bidder including the security deposit of any project under CREDA.

**19. RESPONSIBILITY OF ELIGIBLE BIDDER -**

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the items by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the Successful bidders. If in any case the eligible bidder does not complete the Supply/work as per the supply/work orders issued to them then CREDA may take over the task & complete the project at the risk and cost of eligible bidder.

**20. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE-**

If any loss or damage occurs to the work or any part thereof or materials/system/equipment's for incorporation therein the period for which the eligible bidder is responsible for the cause thereof or from any cause whatsoever, the eligible bidder shall at his own cost rectify/replace such loss or damage, so that the permanent work confirms in every respect with the provision of the contract to the satisfaction of the Engineer. The eligible bidder shall also be liable for any loss or damage to the work/equipment's occasioned by him in course of any operation carried out to him during performing the contract.

**21. RESPONSIBILITY TOWARDS THE WORKMAN OR OUT SIDERS-**

- a. The eligible bidder shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due under Workmen Compensation Act and submit copy of the insurance document before issuance of Work Order.
- b. The eligible bidder shall ensure all safety measures during execution and repairs work. CREDA, will, in no case be responsible for any accident fatal or non-fatal, caused to any workman or outsider in course of transport or execution or repairs of work.
- c. All the expenditure including treatment or compensation will be entirely borne by the eligible bidders. The eligible bidder shall also be responsible for any claims of the workers including, labour payments PF, Accidental Insurance, Gratuity, ESI &



- other legal obligations.
- d. CREDA shall have all rights to deduct such claims of payments from bidder in case of complaints of such violations.
22. **NON-ASSIGNMENTS –**
- a. The eligible bidder shall not assign or transfer or sublet the Work Orders issued as per this contract or any part thereof without the prior approval of CREDA. This can be allowed only as per policy of CREDA.
- b. If eligible bidder transfer/assign/sublet full or any part of work allocated to him without prior permission from CREDA in writing to any third party shall be liable to debar/black listed from any Bid/Activity of CREDA till further orders.
23. **CERTIFICATES NOT TO AFFECT RIGHTS OF CREDA-**
- The issuance of any certificate by CREDA or any extension of time granted by CREDA shall not prejudice the rights of CREDA in terms of the contract nor shall they relieve the eligible bidder of his obligations for due performance of the contract.
24. **SETTLEMENT OF DISPUTES THROUGH ARBITRATION-**
- a. Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Chief Executive Officer (CEO), CREDA provided a written appeal by the eligible bidder is made to CREDA. The decision of the CEO, CREDA shall be final and binding to the all concerns.
- b. Any dispute or difference including those considered as such by only of the parties arising out of or in connection with the contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.
25. **LAWS GOVERNING CONTRACT-**
- The contract shall be constituted according to and subject to the Laws of India and jurisdiction of the High Court of Bilaspur, Chhattisgarh.
26. **LANGUAGE AND MEASURES-**
- All documents pertaining to the Contract including specifications, schedules, notice correspondences, operation and maintenance instructions, drawings or any other writings shall be written in English / Hindi language. The metric system of measurement shall be used in this contract.
27. **CORRESPONDENCE-**
- a. Any notice to the eligible bidder under the terms of the contract shall be served by registered mail to the registered office of the eligible bidder or by hand to the authorized local representative of the eligible bidder and copy by post to the eligible bidder's principal place of business.
- b. Any notice to CREDA shall be served to the Superintending Engineer (RE-II), CREDA Raipur in the same manner.
28. **SECRECY -**
- The eligible bidder shall treat the details of the specifications and other documents as private and confidential and they shall not be reproduced without written authorization from CREDA.
29. **AGREEMENT-**
- The successful eligible bidder shall have to enter into an agreement with the CREDA in the approved contract agreement form within **10 days** of the receipt of call from CREDA.
30. **DECLARATION OF CONFLICT OF INTEREST-**
- a. Any regular employee working or worked on basis of contract or through placement agency cannot work directly or indirectly in any scheme of CREDA. If such a person is found working with any SI or through sublet then, such SI shall be blacklisted for three years.

- b. The bidder shall not be permitted to Bid for the work if the section of HO CREDA (responsible for implementation of work) in which his near relative is posted. Furthermore, the successful bidder shall not be given work in the district in which his near relative is posted. The bidder shall also intimate the names of his near relatives working in the CREDA. Bidder shall also intimate the name of persons who are working with him in any capacity and who are near relatives to any employee in CREDA. Any breach of this condition by SI would render himself liable to be blacklisted for three years and removed from approved list of SI.

Note: - By the term near relatives are meant Wife, Husband, Parents and son, Brother, Sister, Brother-in-law, Father-in-law, and Mother-in-law etc.

- c. Bidder must produce an affidavit (Annexure-II) stating the names of retired/removed employee of CREDA (if any) in his employment who retired /removed within last two years, if in case there is no such person in his employment, his affidavit should clearly state this fact. This affidavit is mandatory, if it is not produced along with the bid, the bid shall be rejected.

**31. BID EVALUATION CRITERIA-**

- a. Offers of only those parties, who are found qualified based on Eligibility Criteria and Techno-commercial Bid, will be taken into further consideration and financial bid of only those parties who are qualifying the criteria of Techno-commercial Bid will be opened.
- b. Other things being equal, the lowest rates shall normally be preferred, but CREDA shall have rights and liberty to amend/lower the rates.
- c. **Conditional Bids shall not be accepted.**
- d. CREDA shall have rights and liberty to call any/other parties to work on approved rates as and when requires in accordance with quantum of work and scheduled time limits for completion of targets.

**32. EVALUTION OF PRICE BID -**

Price bid shall be evaluated on the basis of quoted rates. The L-1 rates for each item will be finalized and L-1 rates for the entire bid will be prepared and approved by the competent authority of CREDA. However, CREDA shall have discretionary power to amend/lower the rates.

**33. ALLOCATION OF TARGETS AND AREA OF WORK.**

- a. Preference shall be given to L1 Bidder in any or all categories for allocation of works.
- b. Additionally, the allocation of works to bidders, including L1 bidder shall be subject to their past performance in the schemes of CREDA. CREDA reserves the right to amend the allocations to bidders based on this criterion.
- c. Area of work shall be anywhere within State of Chhattisgarh. L1 Bidders will also have to work in LWE districts.
- d. **Increase or decrease in allocations shall be decided at sole discretion of CREDA, which shall be final, binding and conclusive on the bidders.**
- e. Allocation can be further extended or curtailed as per discretion of CREDA, in interest of expeditious work completion.
- f. CREDA reserves all rights for allocation of works and the decision of CEO CREDA shall be final and binding.
- g. **Review of the progress of installation of Solar water Heating System allocated to SIs shall be done time to time by CREDA and if the progress of installation is found unsatisfactory, the allocation of entire remaining uninstalled plants or their part of can be re-allocated to other SI as per discretion of CREDA.**

34. **BID REJECTION –**

If financial bid of a bidder has been opened on the basis of technical bid of a bidder which has been determined to be substantially responsive to the bidding document and in later stage it is found that bidder does not meet the eligibility criteria or the technical bid is found substantially non-responsive, CREDA reserves rights to reject such bid of a bidder any time.

We (on behalf of Eligible Bidder) have read all the above stated details & accept to comply with itin total.

(Name, Signature & Seal of the SI)

## SECTION - 3

### SCOPE OF WORK

**The scope of work of the bidder in brief will be as follows-**

1. Survey of Sites, design, supply, installation & commissioning of Solar Water Heating System as per design and specifications approved by CREDA and concerned agency. Five years onsite unconditional warrantee for manufacturing defects shall be required for each of the system after successful commissioning and proper handing over.
2. **The scope of work shall also include the following :**
  - a. All the work related to the proper installation and functioning of the systems shall have to be carried out by the bidder. Transportation, storage, safety and security of the supplied material, issuance of road permit etc shall be the sole responsibility of the bidder.
  - b. Civil works / welding work related to the foundation of mounting structure of the system shall be done by the bidder.
  - c. The complete solar water heater shall be warranted by the bidder against any manufacturing /design/ installation defects for a minimum period of 5 YEARS from the date of commissioning.
  - d. The bidder will be responsible for satisfactory performance, operation and regular maintenance of the solar water heaters for a period of 5 YEARS from the date of commissioning. All the necessary arrangements required in this regards during 5 YEARS period shall be made by the bidder.
  - e. Providing User Manuals and Warrantee Cards to beneficiary /CREDA.
  - f. SI shall furnish all necessary information to beneficiary for SWHS Warrantee, DOs & Don't etc. so as to avoid further misunderstandings and disputes.
  - g. Comprehensive CMC and warrantee period will include rectification/replacement of all the defective components/items during warrantee period, all the arrangements for keeping the solar water heater functional shall be sole responsibility of the bidder.
  - h. The eligible SI shall maintain sufficient inventory of the spares to ensure that the system can be made functional within 7 days from the communication of breakdown of the system during the warrantee period.
  - i. After completion of the proposed work, clearances of all temporary work / materials shall be the sole responsibility of the bidder and this shall be removed immediately after the requirement of such temporary work is completed.
  - j. All the non-functional parts/materials/items replaced during the comprehensive warrantee/maintenance period shall be the property of the bidder.
  - k. After proper installation, the commissioning of the system shall be carried out by bidder in presence of concerned districts officer of CREDA and user and accordingly joint commissioning/handling over report shall be signed on prescribed format.
  - l. The bidder shall conduct training to user regarding assembly, startup, operation, maintenance and repairs of system installed.
  - m. The eligible SI shall run the system on trial basis and shall closely monitor the performance of the system before handing over the system.  
SI shall have to submit JCCs within 120 days of Installation and Commissioning of Solar Water heating System in District Office of CREDA.
  - n. During comprehensive CMC and warrantee period the bidder shall have to submit annual performance report from user regarding functionality of system.
  - o. Bidders are encouraged to perform due diligence and inform themselves fully about the scope of work.

- p. Bidder shall provide warranty on the system for 5 YEARS from the date of Commissioning of the system. During the warranty following maintenance will required to be carried out by the bidder:-
- p.(a) Quarterly checking up keeping and replacement of defective component of the Solar Water Heating systems for proper operation of the system. In case of any damage or breakage of the component due to negligence or fault of beneficiary or theft etc, the same shall be replaced at users cost. In case of Solar Water Heating systems damaged due to natural calamity, contractor shall replace the same at his own cost, if required during warranty period.
  - p.(b) CMC also includes quarterly leakage checking of system, descaling of tubes in every six months to ensure proper functionality of system.
  - p.(c) The scope of work includes repairing/replacement of part(s)/system to make the system functional within warranty period whenever a complaint is lodged by the user at site. The contractor shall attend the same within a week.
  - p.(d) The safety and security of the system shall be sole responsibility of the user.
  - p.(e) It is mandatory for the contractor to submit a quarterly performance/ maintenance report for each system to the concerned project officer CREDA.
  - p.(f) The Comprehensive Maintenance (within warranty period) shall be executed by the firm himself or the authorized dealer/ service center of the firm in the concerned district. The Comprehensive Maintenance (within warranty period) will include the total system whatsoever at site. It is mandatory for the contractor to open an authorized service center in the concerned district before the supply/installation of the system.
  - p.(g) It is mandatory for the contractor to make a stock of almost 5% of spare parts at it service center which is to verified by the concerned project of CREDA.
  - p.(h) Notice and other communication send by CREDA through registered post or Email to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.
  - p.(i) Any work which is not covered under this contract but is essentially required for the completion of job (to the satisfaction of CREDA) shall be carried out by the contractor as extra item for which payment shall be made separately at the rates decided by CREDA.
  - p.(j) The work shall be carried out by the contractor as per design and drawings/ samples approved by CREDA, wherever, necessary, the contractor shall submit relevant designs and drawings/samples for approval in CREDA, well in advance. Work carried out without CREDA"s approval shall not be accepted and the CREDA shall have right to get it removed and to recover the cost so incurred from the contractor.
  - p.(k) The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of CREDA.

## SECTION - 4

### Technical Specification

| S. N.  | Particular  | Technical Specification   |  |
|--|---|---|--|
| <b><u>Flat Plate Collector</u></b>                 |   |   |  |
| 1.   | <b>SOLAR FLAT PLATE COLLECTOR SPECIFICATIONS</b>          | IS 12933 (Part1):2003   | Solar Flat Plate Collector – Specification, Part 1-Requirements (Second Revision)                    |
|  |   | IS 12933 (Part 2):2003  | Solar Flat Plate Collector Specification, Part 2-Components (Second Revision)                        |
|  |   | IS 12933 (Part 3):2003  | Solar Flat Plate Collector Specification, Part 3-Measuring Instruments (First Revision)              |
|  |   | IS 12933 (Part 5):2003  | Solar Flat Plate Collector Specification, Part 5-Test Methods (Second Revision)                      |
|  |   | IS 16368: 2015  | Test Procedure for Thermo siphon Type Domestic Solar Hot Water Heating System                        |
| <b><u>Evacuated Tubes Collector</u></b>            |   |   |  |
| 2.   | <b>ALL GLASS EVACUATED TUBES SOLAR COLLECTOR</b>          | IS 16542 : 2016   | Direct Insertion Type Storage Water Tank For all Glass Evacuated Tubes Solar Collector Specification |
|  |   | IS 16543 : 2016   | All Glass Evacuated Solar Collector Tubes Specification  |
|  |   | IS 16544 : 2016   | All Glass Evacuated Tubes Solar Water HeatingSystem  |
| <b><u>Storage Tanks, Piping, Fitting etc..</u></b> |   |   |  |
| 3.   | <b>INNER TANK MATERIAL</b>                                | SS 304 or 316 grade min/ MS Tanks with anticorrosive coating for hard water with chlorine contents shall be applicable as per MNRE/BIS guidelines/specifications  |  |
| 4.   | <b>INNER TANK THICKNESS</b>                               | For SS minimum thickness will be 0.9 mm /20swg when using argon arc or metal inert gas for welding of 100,200,300,500 LPD system,<br><ul style="list-style-type: none"> <li>• 1.2mm/18swg for 1000 system, and No leakage under any kind of negative or positive pressure of water will be ensured</li> </ul>   |  |
| 5.   | <b>INNER TANK WELDING</b>                                 | TIG / Seam/ pressurized weld (Open arc weld not permitted )   |  |
| 6.   | <b>FRAME/STAND</b>  | The frame/stand should be strong enough to support the system during its lifetime and Supporting frame/stand for the solar heating system shall be manufactured from any of the following material:<br><ul style="list-style-type: none"> <li>• Mild steel conforming to IS2062 with hot dip galvanized or powder coated.</li> <li>• Galvanized steel sheet conforming to IS 277 with powder coating.</li> <li>• Aluminum with anodized coating.</li> </ul> |  |
| 7.   | <b>STORAGE TANK CAPACITY</b>                              | Not less than system capacity. In case of ETC based system, volume of tubes & manifold not to be included in tank capacity.   |  |
| 8.   | <b>THERMAL INSULATION OF TANKS &amp; HOT WATER PIPING</b> | Minimum 50mm thick with CFC free PUF having density of 28-32 kg per Cu.mtr.   |  |
| 9.   | <b>OUTER CLADDING &amp; FRAMES</b>                        | Al/SS or GI powder coated. MS may also be used with special anti-corrosive protective coatings. Thickness of sheets will be strong enough to avoid any deformation of the cladding.   |  |

| S. N. | Particular   | Technical Specification   |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
|-------|--|---|-------|-------------|------|----------------------|------|----|----|---|---|----|------|---|---|----|------|---|---|----|------|
| 10.   | <b>VALVES/NIPPLE/TEES/BEND/TAPS</b>  | Gunmetal valve as per ISI specification shall be used. Nipple/tees and bends shall be of ISI marked & medium class GI (B-class)/brass or copper. Gunmetal valve in each row shall be provided. TAPS of stainless steel ISI mark or reputed make shall be provided. CPVP fittings can also be used of appropriate sizes.   |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 11.   | <b>TEMPERATURE GAUGE</b>   | (of ISI mark):- One for hot water storage tank/outlets – dial type – duly calibrated and suitable for temperature ranges ( 0 to 120 ° C)  |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 12.   | <b>COLD WATER TANK</b>   | HDPE/LDPE material with Gun metal float valve (ISI marked) equal to the capacity of Hot water storage tank. Cold Water Tank must confirm relevant BIS standards for required capacity.  |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 13.   | <b>SUPPORT STRUCTURE FOR COLLECTOR</b>   | Must be of Non-corrosive material or have corrosion resistant protective coating. They will be strong enough to sustain their pressure during the lifetime of system. The structure should be in position to withstand a wind velocity of 150 Km/hr.  |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 14.   | <b>PAINTING OF STANDS</b>  | Proper cleaning and degreasing of the surface should be done with the help of three in one solution before painting/powder coating. Two coats of zinc chromate, red oxide primer shall be applied followed by two coats of enamel paint of suitable colour. The colour is quoted.   |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 15.   | <b>CPVC PIPE SPECIFICATION</b>   | Dimensional details of SDR 11(Class-1)CPVC pipes as per IS15778 and ASTM D2846 sizes pressure @ 27 °C= 28.14 kg/cm <sup>2</sup>   |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
|       |  | <table border="1"> <thead> <tr> <th rowspan="2">S.No.</th> <th colspan="2">Normal Size</th> <th>Pipes Outer Diameter</th> </tr> <tr> <th>Inch</th> <th>mm</th> <th>mm</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>½</td> <td>15</td> <td>15.9</td> </tr> <tr> <td>2</td> <td>¾</td> <td>20</td> <td>22.2</td> </tr> <tr> <td>3</td> <td>1</td> <td>25</td> <td>28.6</td> </tr> </tbody> </table>  | S.No. | Normal Size |      | Pipes Outer Diameter | Inch | mm | mm | 1 | ½ | 15 | 15.9 | 2 | ¾ | 20 | 22.2 | 3 | 1 | 25 | 28.6 |
|       |  | S.No.   |       | Normal Size |      | Pipes Outer Diameter |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
|       |  |   | Inch  | mm          | mm   |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
|       |  | 1   | ½     | 15          | 15.9 |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 2     | ¾  | 20  | 22.2  |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 3     | 1  | 25  | 28.6  |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
|       |  |   |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
|       |  |   |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
|       |  |   |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 16.   | <b>Polyethylene/ Aluminium/ Polyethylene Composite Pressure Pipes for Hot and Cold Water</b> | These pipes must conforming to IS 15450 (2004) specification  |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |
| 17.   | <b>System Layout &amp; Design</b>  | <p>The layout of the systems be submitted for approval in case of systems of more than 100 LPD capacity. The manufacturer should provide with each Solar Water Heating System an instruction manual containing the following information.</p> <p>a) Installation instructions, including mounting details, handling recommendations and safety precautions. Maintenance instructions, for example cleaning of cover plate, painting (where applicable) etc.</p> <p>b) Collector recommended output capacities at temperature range 60 °C for 20°C-inlet water temperature for a region.</p> |       |             |      |                      |      |    |    |   |   |    |      |   |   |    |      |   |   |    |      |

**Note:-**

1. Specification of SWHS (FPC&ETC) must be confirming to BIS & MNRE standards.
2. Calculation of Capacity:
  - a) FPC TYPE SWHS : 2 Sq.mtr absorber area for 125 liter Tank capacity system
  - b) ETC TYPE SWHS : 1.5 Sq. mtr. absorber area for 100 liter Tank capacity system

## SECTION-05

### Price BID

### (Part-A)

*(As per Specifications & Scope of Work of Bid no 125790/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023)*

**Rates for Supply, installation & Commissioning of Solar Water Heating System of various capacities at various sites in the State of Chhattisgarh as per Tender specifications.**

| SN | Type of System | Capacity (in LPD) | Unit | Basic Cost of Supply of Solar Water Heating System (Excluding GST) In Rs. | Cost of Installation and Commissioning of System (Excluding GST) In Rs. | 05 Years comprehensive maintenance including warranty (Excluding GST) In Rs. | Total Cost of System (Excluding GST) In Rs. |
|----|----------------|-------------------|------|---|---|--|---|
|    |                |                   |      | A   | B   | C  | D=(A+B+C)                                   |
| 1  | ETC type SWHS  | 100               | Nos  |   |   |  |   |
| 2  |                | 200               | Nos  |   |   |  |   |
| 3  |                | 500               | Nos  |   |   |  |   |
| 4  |                | 1000              | Nos  |   |   |  |   |
| 5  | FPC type SWHS  | 125               | Nos  |   |   |  |   |
| 6  |                | 250               | Nos  |   |   |  |   |
| 7  |                | 500               | Nos  |   |   |  |   |
| 8  |                | 1000              | Nos  |   |   |  |   |

**\* L1 Bidder would be Compared Based on the Total Cost of System Mentioned in Column "D"**

Certified that rates quoted above are as per the requirement, specifications, and terms & condition mentioned in the bid document.

Above rates are FOR anywhere in the State of Chhattisgarh inclusive of roadworthy packing, loading, unloading, all types of incidental expenses, insurance, duties and any other job required to properly execute the work with 5 YEARS warrantee and maintenance as mentioned in the Bid document. The GST payable on the bill produced for payment to CREDA shall be paid in addition to above quoted price as per rate of GST applicable at the time of billing.

(No other cost will be claimed above the price quoted & the applicable GST)

Name of the authorized Signatory:

Signature of the Authorized Signatory:

Seal of Company:

Date:



**Price BID**  
**(Part-B)**

*(As per Specifications & Scope of Work of Bid no 125790/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023 )*

**Rates for Supply & installation of Water Distribution Network & Fittings for Solar Water Heating System anywhere in the State of Chhattisgarh as per Tender specifications:-**

| S. N. | Description of Work   |  |          | Units     | Basic Cost of Supply of item/material (Excluding GST) In Rs. | Cost of Installation and Commissioning (Excluding GST) In Rs. | 05 Years comprehensive maintenance including warranty (Excluding GST) In Rs. | Total Amount (Excluding GST) in. Rs. |
|-------|---|--|----------|-----------|--|---|--|--------------------------------------|
|       |   |  |          |           | A  | B   | C  | D=(A+B+C)                            |
| 1     | Supply & Installation of Hot & Cold Water delivery pipeline as per BIS ( in Meter)  | Chlorinated Polyvinyl Chloride (C.P.V.C.) (ISCode-15778:2007)(SD R 11,ISI marked)                      | 15 mm    | Per Meter |  |   | As per instruction stated below**  |                                      |
|       |   |  | 20 mm    | Per Meter |  |   |  |                                      |
|       |   |  | 25 mm    | Per Meter |  |   |  |                                      |
|       |   | "Polyethylene/ Aluminum/ Polyethylene" Composite Pressure Pipes for Hot WaterSupplies (IS 15450 (2004) | 12-16 mm | Per Meter |  |   |  |                                      |
|       |   |  | 16-20 mm | Per Meter |  |   |  |                                      |
|       |   |  | 20-25 mm | Per Meter |  |   |  |                                      |
|       |   |  |          |           |  |   |  |                                      |
| 2     | Providing & fitting of tap steel or Nickel chrome of ISI mark Providing & fitting of tap steel or Nickel chrome of ISI mark |  |          | Nos.      |  |   |  |                                      |
| 3     | Providing & fixing Cold water tank of per liter capacity with M.S. framed stand of 6 feet height                            |  |          | Per Ltr.  |  |   |  |                                      |
| 4     | Gate Valve/ball valve (Brass)   | 15 mm  | Nos      |           |  |   |  |                                      |
|       |   | 20 mm  | Nos      |           |  |   |  |                                      |
|       |   | 25 mm  | Nos      |           |  |   |  |                                      |
| 5     | Non-return valve  | 15 mm  | Nos      |           |  |   |  |                                      |
|       |   | 20 mm  | Nos      |           |  |   |  |                                      |
|       |   | 25 mm  | Nos      |           |  |   |  |                                      |
| 6     | Ball Cock   | 15 mm  | Nos      |           |  |   |  |                                      |
|       |   | 20 mm  | Nos      |           |  |   |  |                                      |
|       |   | 25 mm  | Nos      |           |  |   |  |                                      |

\* L1 Bidder will be compared on the basis of quoted Basic Cost of Supply & Cost of Installation and Commissioning only.

\*\*Bidder are requested to not quote any rate or quote 0 in the CMC field of e Price Bid Part"B" which will not be considered for evaluation of Financial Bid.

Certified that rates quoted above are as per the requirement, specifications, and terms & condition mentioned in the bid document.

Above rates are FOR anywhere in the State of Chhattisgarh inclusive of roadworthy packing, loading, unloading, all types of incidental expenses, insurance, duties and any other job required to properly execute the work with 5 YEARS warrantee and maintenance as mentioned in the Bid document. The GST payable on the bill produced for payment to CREDA shall be paid in addition to above quoted price as per rate of GST applicable at the time of billing.

Name of the authorized Signatory:

Signature of the Authorized Signatory:

Seal of Company:

Date:

## ANNEXURE-I

**PAST EXPERIENCE****From :**

Bidder's Name &amp; Address -

To,

**The SE,****CREDA, HO,****Raipur****Sub: Performance/Past Experience.****Dear Sir,**

We furnish herewith the record of our performance and experience as follows -

| <b>S.No.</b> | <b>Purchase's Name &amp; Address</b> | <b>Order No./ Date</b> | <b>Ordered Qty./ Capacity</b> | <b>System Installed (Nos./Cap.)</b> | <b>Value of Order (₹)</b> |
|--------------|--------------------------------------|------------------------|-------------------------------|-------------------------------------|---------------------------|
|              |                                      |                        |                               |                                     |                           |
|              |                                      |                        |                               |                                     |                           |
|              |                                      |                        |                               |                                     |                           |
| <b>Total</b> |                                      |                        |                               |                                     |                           |

PLACE

DATE

**SIGNATURE OF BIDDER**

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

**NOTE** - Photocopy of the completion certificate received from other State Agencies/Govt. Undertakings etc. should be enclosed.

ANNEXURE-II

FORMAT FOR THE AFFIDAVIT

(Note: This affidavit should be on a non-judicial stamp paper of Rs. 100/- and shall be attested by Magistrate/Sub-Judge/ Notary Public)

I,.....(Name of the bidder authorized representative of the bidder) son/ daughter of ..... resident of..... (Full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted in response to Tender/bid no. 125790/HOR/RE-II/SWHS/2023 DT. 22-02-2023 issued by Chhattisgarh State Renewable Energy Development Agency (CREDA) (authority inviting bids) for Design, Supply, Installation and Commissioning with 5 years comprehensive maintenance of Solar Water Heating System of different capacities at different locations in Chhattisgarh state (name and identification of work) are true and correct.
2. I hereby certify that I have been authorized by..... (Company name) to sign on their behalf, the bid mentioned in Sr.No.1 above.\*
3. Information furnished in the bidding documents is correct in all respects to the best of my knowledge and belief.
4. The near relations, as per clause 30(A) in Section - 02, in CREDA, are not in employment of the firm/company. (Note:-By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law etc.) (if working mention the name/names)  
.....  
.....
5. The name of near relative (if any) as per Clause 31(B) who retired/removed within the last two years. (If None, clearly State None)  
.....  
.....
6. No near relative is working as Financial Accountant in the CREDA. (if working mention the name)  
.....  
.....
7. No person is working in the company in any capacity, who are near relatives to any Officer in Chhattisgarh State Renewable Energy Development Agency (CREDA) (If working mention the name)
8. Our company/firm/ or otherwise is not under the clarification of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government as mention in clause 1(F) of tender document.
9. I hereby authorize the CREDA Officials to get all the documents verified from appropriate sources (s).

Deponent

Place: .....  
Date: .....

\* Not applicable if the bidder is an individual and is signing the bid on his own behalf.

**Verification**

I..... S/o.....do here by affirm that contents stated in Para 1 to 09 above and contents submitted in technical & financial bid are true to the best of my knowledge and believe and are based on my/our record.

Verified that this date of ..... at (Place).....

Deponent

## ANNEXURE-III

## DRAFT AGREEMENT

CONTRACT AGREEMENT BETWEEN Chief Engineer Chhattisgarh State Renewable Energy Development Agency (CREDA) Raipur AND M/s.....Represented by .....THIS CONTRACT AGREEMENT against Bid No. 125790/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023 (also referred to as "Service Contract") is made on the \_\_\_\_ day of \_\_\_\_

## BETWEEN

- (1) Chief Engineer Chhattisgarh State Renewable Energy Development Agency (CREDA) Raipur a society incorporated under the laws Society Registration Act 1973 , (1973 , Sr. No. 44 ) (with amendment from time to time) and having its Registered Office at VIP Road Near Energy Education Park, Village-Fundhar, Raipur and (hereinafter called "The Employer" and also referred to as "CREDA" )

## And

- (2) ..... Represented by .....a company incorporated under the laws of Companies Act 1956/2013/ Partnership firm/ Proprietorship firm/Consortium (as applicable, with amendment from time to time ) and having its Principal place of business at ..... and Registered Office at herein after called "The Contractor" and also referred to as " ....."

Whereas the contractor has offered to enter into contract with the said CREDA for "**Standardization of rates for Supply, Installation and Commissioning including 5 years comprehensive warranty with maintenance of Solar Water Heating Systems of FPC & ETC model at various locations in State of Chhattisgarh**".

Vide Bid No. 125790/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023 on the terms and conditions herein contained and the rates approved by the CREDA (Letter No .....dated annexed here to) have been duly accepted and whereas the necessary security deposit shall be furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between parties to these presents as follows -

- 1) The Contractor shall, during the period of this contract, that is to say from.....to ..... or completion thereof, until this Contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, for supply & Installation of "**Solar Water Heating System**" as described in Bid documents. (annexed to the agreement).
- 2) The NIT (Notice Inviting Bid), Corrigendum to NIT, Notices, Bid documents (Qualifying, Technical and Financial), approved rates annexed hereto and such other additional particulars, undertaking, instructions, general conditions of contract, Scope of work, Technical specifications of items/works and Annexures therein, engineering documents, detailed specifications of BOS , so far they relate to the Bid 125790/CREDA/HOR/RE-II/SWHS/2023 Date 22-02-2023 as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement or "The Contract "wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders and /or as per the Bid conditions.

- 4) The Engineer in Charge or his authorized representative (s) shall be entitled at all reasonable times to inspect and supervise and test during commissioning. Such inspection will not relieve the eligible bidder from their obligations under this contract.
- 5) Material can be inspected before dispatch or in transit by the authorized representatives of CREDA at the factory at the cost of the eligible bidder, if desired by CREDA. CREDA reserves right to inspect the material at Godowns / Temporary Stores before dispatch and also at works sites.
- 6) CREDA shall deduct TDS for Income Tax, applicable cess on Civil Work etc. under various acts and deposited with the appropriate authority. Costs and taxes before execution of agreement with CREDA so as to ensure tax deposition as per Government Rules accordingly.

7) **ELIGIBLE SYSTEM INTEGRATOR'S LIABILITY IN CASE OF DEFAULT -**

CREDA may by written notice of default to the eligible bidder, terminate the contract in circumstances detailed hereunder -

- a. If in the opinion of the CREDA, the eligible bidder fails to complete the supply/work within the time specified in the supply/work Order or within the period for which extension has been granted by CREDA to the eligible bidder.
  - b. If in the opinion of CREDA, the eligible bidder fails to comply with any of the provisions of this contract.
  - c. In the event of CREDA terminating the contract in whole or in part as provided in paragraph (a) above, CREDA reserves the right to engage another eligible bidder or agency upon such terms and in such a manner as it may deem appropriate and the eligible bidder shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the supply of Items and or for penalty as defined under this Bid document until such reasonable time as may be required for the final completion of the work.
  - d. In the event CREDA does not terminate the contract as provided in paragraph (a) the eligible bidder shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay as set out in this Bid document until the work is completed.
- 8) **FORCE MAJEURE -**

The eligible bidder shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as act of God, acts of public, enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that if SI shall submit delay notice with appropriate cause of delay to the CREDA in writing within **15 days** of force majeure. CREDA shall verify the facts and may grant such extension as facts justify. Delay in supply of any accessories of Items etc. by the related vendors, to whom the Bidder has placed order, shall also not be treated as force majeure.

9) **REJECTION OF WORKS -**

In the event of any of the material supplied/work done by the eligible bidder is found defective in material or workmanship or otherwise not in conformity with the requirements of this contract specifications, CREDA shall either reject the material and/or work and advise the eligible bidder to rectify the same. CREDA may impose penalty for such rejection up to the 200% cost of the entire system. Habitual/repeated offenders shall be black listed/debarred to participate in the any Bid/ Activity of CREDA till further orders. The eligible bidder on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible bidder fails to do so CREDA may -

- a. At its option replace or rectify such defective materials and/or work and recover the extra cost so involved from the eligible bidder plus **15%** service charges of the cost of such rectification, from the eligible bidder and/ or terminate the contract for balance work/ supplies with enforcement of penalty as stated above.
- b. Defective materials/workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The eligible bidder shall be liable for any loss/damage sustained by CREDA due to defective work **with enforcement of penalty as stated above.**

**10) EXTENSION OF THE TIME -**

If the completion of installation is delayed due to any reason beyond the control of the eligible bidder, the eligible bidders shall without delay give notice to the CREDA in writing of his claim for an extension of time. CREDA on receipt of such notice may or may not agree to extend the contract/delivery/completion date of the items/works as may be reasonable but without prejudice to other terms and conditions of the contract.

Chief Executive Officer, CREDA has full right for unconditional time extension.

**11) PENALTY FOR DELAY IN COMPLETION OF CONTRACT -**

If the eligible bidder fails to complete the assigned work within the schedule time specified in the Work Order or any extension granted there to, CREDA will recover from the SI as penalty a sum of Two **per cent (2%)** of the system price for every delayed supply per month. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **5% (Five Per cent)** of the cost.

Review of the progress of work allocated to bidders shall be done time to time by CREDA and if the progress of supply is found unsatisfactory, the allocation of entire remaining supply/works can be re-allocated to other bidder as per discretion of CREDA.

**12) PENALTY DUE FROM THE SUCCESSFUL BIDDER-**

All costs of damages and delays for which the eligible bidder is liable to the CREDA will be deducted from any money due to the eligible bidder including the security deposit of any project under CREDA.

**13) RESPONSIBILITY OF ELIGIBLE SI'S -**

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the items/works by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible bidder. If in any case the eligible bidder does not complete the work as per the Work Orders issued to them then CREDA may take over the task & complete the project at the risk and cost of eligible bidder.

**14) RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE -**

If any loss or damage occurs to the work or any part thereof or materials/plant/equipment's for incorporation therein the period for which the eligible bidder is responsible for the cause thereof or from any cause whatsoever, the eligible bidder shall at his own cost rectify/replace such loss or damage, so that the permanent work confirms in every respect with the provision of the contract to the satisfaction of the Engineer. The eligible bidder shall also be liable for any loss or damage to the work/equipment's occasioned by him in course of any operation carried out to him during performing the contract.

**15) RESPONSIBILITY TOWARDS THE WORKMAN OR OUT SIDERS -**

- a. The eligible bidder shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due under Workmen Compensation Act and submit copy of the insurance document before issuance of Work Order.
- b. The eligible bidder shall ensure all safety measures during execution and repairs of the work. CREDA, will, in no case be responsible for any accident fatal or non-fatal, caused to any workman or outsider in course of transport or execution or repairs of work.
- c. All the expenditure including treatment or compensation will be entirely borne by the successful bidders. The successful bidder shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
- d. Bidder shall have to submit JCCs within **60 days** after supply of Items in District Office of CREDA.



- 16) Contractor shall provide **5 years comprehensive warranty with** maintenance in System from the date of commissioning as per the terms & conditions prescribed in the Bid No 125790/CREDA/HOR/RE-II/ SWHS /2023 Date 22-02-2023
- 17) **DECLARATION OF CONFLICT OF INTEREST** - The bidder hereby declares that nobody connected with or in the employment of **CREDA** is not/shall not ever be admitted as partner in the contract.
- 18) **INSURANCE**
  - a. The contractor shall arrange insurance coverage for the materials and Items/works at his/ for the supply under execution and successful commissioning and subsequent handover to the CREDA. The contractor shall take up insurance or such other measures for the manpower so as to cover the claim for damage arising under workmen's compensation Act and other applicable State/ Central laws. CREDA shall not bear any responsibility on this account.
  - b. Bidder shall arrange insurance coverage for Items during warranty. Insurance should cover for damage and theft. In case of such incidence, bidder must replace the lost/damaged part within 7 days.
- 19) The bidder shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the Bid document including any correspondence between the bidder and the **CREDA** having bearing on execution of supply/works and payments of supply/works to be done under the contract.
- 20) The Bidder shall be responsible to follow all the laws including Workmen Compensation Act and all other laws in force & shall be responsible for all the obligations towards labour including EPF, ESI, etc.
- 21) All the taxes deductible at source as per Acts in vogue shall be recovered by **CREDA** and deposited with the appropriate authorities
- 22) Contractor agrees to abide by any decision/instruction passed by the appropriate authority under Anti-profiteering rules notified by the state/central government under GST act.
- 23) Any dispute arising out of the contract shall be subject to the jurisdiction of Hon'ble High Court of Chhattisgarh.

**"Herewith everything and anything contained in Bid document no. 125790/CREDA/HOR/RE-II/ SWHS /2023 Date 22-02-2023 is part of this agreement which has been dully signed by both bidder and authorized signatory of CREDA".**

In witness whereof the parties present today has hereby entered into agreement.

**Signed & sealed on behalf of the above**

**Named contractor**

Name :

Designation :

**Signed on behalf of CREDA**

Name:

Designation:

**Witness:**

1. Name:-.....

2. Name:-.....

Address:-.....

Address:.....

.....

.....

**ANNEXURE-IV**

**CERTIFICATE OF INSPECTION**

(To be filled during Comprehensive Maintenance (within warranty period))

This is to certify that M/s..... has executed preventive/routine maintenance and breakdown/corrective maintenance at beneficiary's place at.....District.....for the systems installed against the work order no.....Dated.....and commissioned on Date....., and that the preventive/routine maintenance and breakdown/corrective maintenance work during (from.....to.....) of the year..... has been done properly to ensure functionality of the systems as specified in the BID and Agreement. This is also to certify that all the systems are working satisfactorily. The record of preventive/routine maintenance and breakdown/corrective maintenance work carried out by the contractor is kept in CREDA.

**Signature,**

**Name,**

**Designation and seal of contractor**

**Signature,**

**Name,**

**Designation of Beneficiary**

**Signature,**

**Name,**

**Designation and seal of District In charge,**

**CREDA,**

**Schedule-I****PART -A“ GENERAL INFORMATION”**

(Strike off whichever is not applicable. Separate sheets should be used, wherever necessary)

- 01.** Name & Address of the Bidder :
- 02.** Name & Address of the firm/Company etc. :  
a) Registered office :  
b) Factory/works address :  
c) Fax Nos. :  
d) Telephone /Mobile Nos. :  
e) Email id :
- 03.** Confirm whether Bidder is Manufacturer : Yes/No
- 04.** Only manufacturer to give following particulars  
a) Address of factory :  
b) Year of starting manufacture :  
c) Whether same/similar materials :  
Manufactured earlier  
(if yes, give reference)  
d) Yearly/monthly production capacity :  
e) Maximum yearly production :  
Achieved so far
- 05.** Whether the firm is SSI Unit of : Yes/No  
Chhattisgarh State:  
a) If yes, write registration No. :  
b) Whether documentary evidence :  
Regarding registration enclosed  
c) Items for registration :  
d) Period of registration :  
e) Whether latest copy Competency/ : Yes/No  
Certificate furnished
- 06.** Whether the firm is 100% owned by :  
a) State Government : Yes/No  
b) Central Government : Yes/No  
If yes, Notification/certificate issued from : Yes/No  
The competent authority to this effect is  
Enclosed
- 07.** a) Whether the bidder is old participant :  
with CREDA : Yes/No  
b) If yes, whether documentary : Yes/No  
Evidence is enclosed.
- 08.** Any other information that bidder may like : If yes, give details  
to give in order to highlight his bid

PLACE:

**SIGNATURE OF BIDDER**

NAME IN FULL

DATE:

DESIGNATION/STATUS

FIRM/COMPANY/SEAL

**Schedule-II****PART 'B' : COMMERCIAL INFORMATION**

(Strike off, whichever is not applicable. Separate sheets should be used. Wherever necessary)

- 01.** i) Earnest Money Details : Demand Draft / Pay Order or RTGS / NEFT payable to "CREDA", Raipur
- ii) Amount of E.M.D. & full details : `.....
- iii) If exempted, state whether the bidder / Fully Owned State/Central Govt.Unit : SSI Unit of C.G.
- iv) Reference of documentary evidence regarding exemption enclosed. : Yes/No
- 02.** Whether the offer is valid for 6 months from the date of opening of commercial/technical bid. : Yes/No
- 03.** Rate of Sales Tax on the date of bid (exclusive in the rate quoted) :
- 04. DISCOUNT:**
- a) Whether any rebate/discount is offered. : Yes/No
- b) If yes, whether the rebate is unconditional/conditional Rate/amount of rebate/discount : Yes/No
- c) If conditional State condition : Yes/No
- 05. PAYMENT TERMS:**
- Whether CREDA's terms of payment is acceptable to Bidder : Yes/No
- 06. COMPLETION PERIOD OF WORK:**
- Whether Bidder is agreeing for completion period of work as Specified in the Bid : Yes/No
- 07. PENALTY CLAUSE:**
- Whether agreeable to CREDA's Penalty Clause : Yes/No
- 08.** Whether agreeable to CREDA's clause of warrantee period : Yes/No
- 09. SECURITY DEPOSIT:**
- Whether Security Deposit clause is understood : Yes/No
- 10.** Indicate State, Central Sales Tax Registration Number State Central:(Please Note that in case of non-registration with Commercial Tax, Department Purchase Tax as admissible shall be deducted bythe Purchaser from the Bills of the supplier) : Yes/No
- 11.** Please mention whether rates offered are applicable for part quantities. : Yes/No

PLACE:

DATE:

**SIGNATURE OF BIDDER**  
NAME IN FULL  
DESIGNATION/STATUS  
FIRM/COMPANY SEAL

**Schedule-III****PART 'C' : TECHNICAL INFORMATION**

(Strike off whichever is not applicable. Separate sheets should be used. Wherever necessary)

01. Whether material offered is exactly as per technical specification : Yes/No
02. Whether the copies of completion certificate received during last 3 years : Yes/No  
from other State Nodal Agency or from other Organization for supply  
of inverters (if yes, give details) enclosed.
03. Whether pamphlets/technical details literatures along with drawing etc. : Yes/No  
furnished with the offer (if yes, give details)
04. Whether the Bidder agrees to furnish material test certificates in : Yes/No  
respect of chemical composition and physical properties from Govt./  
Govt. approved lab with each batch of supplies.
05. Whether the Bidder has furnished details of manufacturing : Yes/No  
equipments and short history of plant (if yes, give details)
06. Whether details of manufacturing process furnished with offer. : Yes/No  
(if yes, give details)
07. a) Whether all testing facilities are available. : Yes/No  
b) If so, give details and in case of non-availability of facilities indicate  
approved lab available in surrounding areas where tests are proposed to be conducted.

PLACE

**SIGNATURE OF BIDDER**

DATE

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

**SCHEDULE -IV**  
**TECHNICAL DEVIATIONS**

From,  
*Bidder Name & Address -*

To,  
The CE,  
CREDA, HO,  
Raipur

Sub – Technical Deviations.

Dear Sir,

**01.** The technical deviations & variations to the specifications stipulated in the Bid, for the item quoted are as under -

| Sl.No. | Condition | Clause No.<br>of Tender<br>Document | Page No. of<br>Tender Document | Statement of<br>deviations and variations |
|--------|-----------|-------------------------------------|--------------------------------|---|
|--------|-----------|-------------------------------------|--------------------------------|---|

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**02.** Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and other conditions. Variation/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the Bid.

PLACE

**SIGNATURE OF BIDDER**

DATE

NAME IN FULL

DESIGNATION/STATUS FIRM/COMPANY SEAL

**NOTE** - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this schedule.

**END**