



## Chhattisgarh State Renewable Energy Development Agency (CREDA)

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### **TENDER DOCUMENT No. 15001/CREDA/TENDER/RE-03/SOLAR FENCING /2018**

**FOR DESIGN, SUPPLY, INSTALLATION, COMMISSIONING &  
COMPREHENSIVE OPERATION & MAINTENANCE OF ADVANCE SOLAR  
POWER SECURITY FENCING IN SUB-JAIL BEEJAPUR, CHHATTISGARH**

Important Events and their schedule for this tender are as follows-

S.No	Particulars	Date	Time	Place
1	Submission of Tender Document, Technical Bid, and Price Bid	27-09-2018	till 01.00 PM	In the Office of Chief Engineer SPV Off Grid Head Office CREDA Raipur
2	Examination of Technical Bid	27-09-2018	from 3.00 PM	In the Office of Chief Engineer SPV Off Grid Head Office CREDA Raipur
3	Opening of Price Bid	27-09-2018	From 3.30 PM	

#### **Tender Document Cost:**

Document can also be downloaded from our website <https://creda.cgstate.gov.in/> with the cost of tender as mentioned in NIT, which shall have to be deposited along with the tender document

**CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY**  
**CONTENTS**

<b>No.</b>	<b><u>Description</u></b>
<b><u>PART - I : TECHNICAL BID</u></b>	
1.	Notice Inviting Tender
2.	Check List
3.	Undertaking of the tenderer
4.	Instruction for tenderer
5.	General condition of contract
6.	Scope of work
7.	Technical Specifications
<b><u>PART - II : FINANCIAL BID</u></b>	
1.	Price Bid

Ref. No. 15001 /CREDA/ RE-03/Tender/2018

Date : 20.09.18

**NOTICE INVITING LIMITED TENDER**

CREDA invites sealed tenders from experienced System Integrators/ Vendors / Channel Partners of SPV, registered with MNRE /CREDA for design, supply, installation, and commissioning of Advance Solar Power Fencing with five years comprehensive operation & maintenance contract in Sub- Jail Beejapur of Chhattisgarh state.

S.N.	Item Description	Cost of Work	Cost of Tender Document	EMD	Essentials*
1	Advance Solar Power Fencing in Sub- Jail Beejapur of Chhattisgarh state.	Tentative Cost of the Work : ₹ 4.35/- lakh	₹ 5,000/-	₹ 13,000/-	<i>* for details pl see eligibility conditions of the tender documents</i>

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Details of this tenders are mentioned at Tender Documents which can be downloaded from our website [creda.cgstate.gov.in](http://creda.cgstate.gov.in) The tenderer should have to deposit tender document cost, along with EMD as mentioned above through demand draft payable to "CREDA Raipur " while submitting tender .

CREDA reserves all rights to accept/reject any or all tenders in full/part without assigning any reasons.

**(Rajiv Khare)**  
Chief Engineer, CREDA

## B. Check List

To ensure that your tender submitted to CREDA is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your tender:

S.No.	Description	Attached / Not Attached	Page no. if attached
1	Proof of submission of Tender Fee and EMD		
2	Proof of having registration in CREDA for FY 2018-19.		
3	Proof of having minimum experience of ₹4.00 Lakh in SPV/Fencing works under any govt. undertaking Project.		
4	Balance Sheets of last three financial years certified by a registered Chartered Accountant showing positive net worth of 1 lakh and overall annual turnover of ₹4.00 lakh in SPV.		
5	The original document duly signed & sealed on each page, as a confirmation of acceptance of Terms & Conditions (T&C)		
6	Declaration of the supplier about any relatives working with CREDA		

### Details of EMD & Tender Document Fee Attached

S.No.	Description
1	<b>Earnest Money Deposit</b> - Earnest Money Deposit of ₹ 13,000 /-, submitted in the form of Demand Draft/Banker's Cheque/ drawn on ..... Bank, .....Branch, bearing DD/BC No..... dated.....is attached herewith.
2	<b>Tender Document Fee</b> - Tender Document Fee of ₹ 5000.00 /-, submitted in the form of Demand Draft/Banker's Cheque/ drawn on ..... Bank, .....Branch, bearing DD/BC No..... dated.....is attached herewith.

(Sign & Seal of the Manufacturer)

**C. UNDERTAKING OF THE TENDERER**

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

I/We hereby tender 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 tender open for Ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of ₹ 13,000 /- is hereby forwarded as earnest money in the form of crossed demand draft payable to CREDA at Raipur (C.G.). If I/We, fail to commence or complete the sanction ordered in specified time 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 tender 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 tender 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 a Tender 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.

Our state sales tax registration TIN No. is \_\_\_\_\_ and CST registration No. \_\_\_\_\_ . The 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.

Dated: \_\_\_\_\_ Signature \_\_\_\_\_

Place: \_\_\_\_\_ Name of Tenderer with seal \_\_\_\_\_

Witness \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

**D. General Information about this Tender**

<b>SN</b>	<b>Particulars</b>	<b>Details</b>
1	Tender No.	<b><i>15001/CREDA/TENDER/RE-03/SOLAR FENCING /2018</i></b>
2	Particulars of the work	Advance Solar Power Fencing in Sub- Jail Bijapur of Chhattisgarh state.
3	Time Period for completion of the work	03 months including rainy season from the date of award
4	Mode of submission of Tenders	Offline
5	Last date and time for submission of Tender	Till 01.00 PM Date 27.09.2018
6	Period of validity of rates for acceptance	Three months from the date of opening .
7	Date and time of opening of Technical Bid	From 3.00 PM Date 27.09.2018
8	Date and time of opening of Price Bid	From 03.30 PM date 27.09.2018
9	Place of opening Tender	In the Office of Chief Engineer SPV Off Grid Head Office CREDA Raipur

### **E. Eligibility Criteria:-**

- E-1** Tenderer should be registered in CREDA for FY 2018-19.
- E-2** Tenderer should have an overall annual turnover of Rs. 4.00 lakh in SPV/Fencing works under any Govt. undertaking project of last three Financial Years ending on 31st March of each FY i.e. FY 2015-16, FY 2016-17, FY 2017-18. Tenderer coming into existence after 2015-16 must have an overall average annual turnover of Rs. 1.30 lakh.
- E-3** Tenderer must have a minimum positive networth of Rs.1.00 lakh.
- E-4** Tenderer will have to submit audited copy of balance sheet certified by a registered chartered accountant as a proof for point no. E-2 & E-3.
- E-5** The Tenderer should have valid GST registration certificate. A copy of which should be enclosed.
- E-6** Authorization of person representing Tenderer from Director / Proprietor / Partner of the Firm/ Company of the Tenderer .
- E-7** Bidders whose performance is poor in operation & maintenance activities & whose percentage of non functional/ non-working system is more than 5% will not be allowed to participate in tender. Also they will have to submit a performance certificate of the signed by authorized signatory of O&M section of CREDA for systems installed under Govt./Market Mode. If the tenderer has installed system in any other state/UT, tenderer has to submit the performance certificate issued by Govt. dep./ Govt. UT in prescribed format shall only be considered.
- E-8** Tenderer will not be allowed to participate in the bid who have not completed more than 25% of allocated works within stipulated/ extended time limit.
- E-9** Tenderer who are Blacklisted by CREDA or any other Govt Agency/ Department / UT, will not be allowed to participate in this tender. System integrator whose registration has been suspended by CREDA due to bad performance or other reasons, shall not be eligible to participate in Price Bid.
- E-10** Tenderer who has any litigation pending in any court with CREDA on the date of opening of the Tender shall not be eligible for this Tender.
- E-11** Any information/data submitted/rendered by the applicant/Tenderer if found false/forged/wrong would entitle CREDA to reject/cancel the tender submitted by Tenderer.

## **F. INSTRUCTIONS TO THE TENDERER**

1. The Tenderer is expected to examine all instructions, forms, terms and specifications as mentioned in the Tender document. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and is likely to result in out-right rejection of the Tender.

### **2. LOCAL CONDITIONS:**

It shall be imperative on each Tenderer to fully inform him of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications. AGENCY shall not entertain any request for clarifications from the Tenderer, regarding such local conditions.

### **4. CLARIFICATION OF TENDER DOCUMENTS:**

- A. A prospective Tenderer requiring any clarification of the Tender Documents may contact AGENCY in writing or by Fax at the AGENCY's mailing address indicated in the Invitation for Tender.
- B. Verbal clarifications and information's given by the AGENCY or its employees or its Representatives shall not be in any way entertained.

### **5. AMENDMENT OF TENDER DOCUMENTS:**

At any time prior to the submission of the tender or prior to the opening of the financial Tender for any reason, whether at its own initiative or in response to a clarification requested by the Tenderer, CREDA may modify the Tender documents by amendments.

### **1. TENDERING PROCESS-**

- A. Tenders shall be submitted offline.
  - B. The Tenderer must submit attested copies of all legal documents pertaining to the constitution of their Concern as applicable, along with the Tender, to authenticate their identity, such as affidavit of Sole Proprietorship/Partnership Deed/ Registration Certificate/ Certificate of incorporation of the Company/Memorandum of Association of the Company and Power of Attorney authorising a person to represent the firm in all matters with respect to the Tender.
2. Tender documents must be reach in the office of Chief Engineer, SPV Off Grid, Near Energy Education Park, VIP Road latest by 01.00 PM on 27.09.2018. Tenders submitted after scheduled time and date shall not be considered.
  3. Tender Documents must be submitted in prescribed manner in separate envelopes duly superscribed and placed as follows- (A) Tender Fees & EMD, (B) Eligibility Documents as per point 4(A) to 4(B) mentioned above (C) Technical Bid and complete Tender document in original duly signed by authorized signatory on each & every page of the Tender document. (D) Price Bid.
  4. The envelopes must be clearly marked as "(A)Tender Fees and EMD /(B) Eligibility Documents / (C) Technical Bid and Complete tender document in original **Of "TENDER NO.. 15001/CREDA/TENDER/RE-03/SOLAR FENCING /2018, Date 20-09. 2018" due on 27.09.2018.**



5. The Specifications of works should be as specified in the Tender.
6. Tenderer shall have to submit details of GST & PAN registration numbers issued by the appropriate authority.
7. The documentary evidence for meeting the eligibility criteria must mandatorily be submitted along as per check list with tender in prescribed manner.
8. Each offered solar module should have RFID & I-V curve measured with a sun simulator of a SPV Module Manufacturer reregistered/approved by MNRE with record of suitable calibration reference, as per guidelines of MNRE.
9. Tenderer must enclose the safety procedure & manual.
10. Tenderer should quote their rates considering variation of site conditions, variation 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 tender.
11. **VALIDITY**: Full descriptive particulars and complete specifications should accompany the offer. Offers should be kept open for acceptance for at least three months from the date of opening. After finalization of this tender the approved rates shall be valid till one year from the date of award; however CREDA shall have liberty to increase or decrease this validity if needed.
12. The terms, conditions and specifications mentioned in tender document shall be binding on the Tenderer and no condition or stipulation contrary to the conditions shall be acceptable. It may please be noted that the Tenderer who do not accept terms and conditions stipulated in this tender documents, their offers shall be liable to be rejected out-rightly without assigning any further reasons.
13. Each page of tender document & enclosures shall be signed by the Tenderer and seal affixed. All the pages of the documents issued must be submitted along with the offer. In case of any corrections / alterations in the tender, the Tenderer should attest the same; otherwise tenders may not be considered.
14. CREDA reserves the right (i) to reject or accept any or all tenders wholly or partly without assigning any reason on the grounds considered advantageous to CREDA, whether it is the lowest Tender or not obtained in this Tender.
15. Offers through Telegraph/ Fax/Emails or open offers etc. received shall be summarily rejected.
16. All the Tenderer shall essentially indicate the break-up of prices as shown in Price Bid. In case any of the charges are not included in the quoted prices, the same shall be clearly shown as extra, indicating specifically the rate/scale of such charges. The lowest prices quoted shall be considered.

**17. TENDER DOCUMENT FEE AND EARNEST MONEY:**

Each Tenderer should submit Tender Document Fee and earnest money of ₹13,500/- for participating in Tender in the form of Demand Draft /Pay Order or RTGS/NEFT/FDR/TDR as mentioned in the NIT vide no "TENDER NO. **15001/CREDA/TENDER/RE-03/SOLAR FENCING /2018**", in a separate envelope else they will summarily be rejected and returned. Tender Document Fee, EMD submitted in any other form eg. cash/bank guaranty shall not be accepted. [Exemption from EMD shall be given only to those SSI units of Chhattisgarh State who submit the competency certificate on which it should be clearly mentioned that, "the company/Firm is registered in Chhattisgarh for manufacturing of that particular product"]. CREDA competency certificate for EMD will not be considered as EMD for this tender.

**18. FORFEITURE OF EARNEST MONEY DEPOSIT:**

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

**19. PRICE:**

The prices quoted should be firm and F.O.R. destination excluding GST payable on the bill of supply and installation / services. GST as applicable on the date of billing shall be paid additionally as per applicable rate over the above quoted prices.

**20. ENGINEERING DOCUMENT & TEST CERTIFICATE:**

Tenderer will have to submit Engineering Documents with technical details, drawings, & Test reports of components and make duly certified by a qualified structural engineer of the Tenderer system for its safety and stability against a wind speed of minimum 150 kmph for approval with FEA report. Works may only be started out only after approval of the Engineering Document.

**21. SAMPLES:**

If Require CREDA may inspect the consignment before dispatch of the material at shall be delivered/ accepted as per the scope of work and specifications, as get it tested in accreted laboratory at its own cost.

**22. TAX OBLIGATIONS:**

TDS for Income Tax, GST, Civil Work etc shall be recovered under various acts and deposited with the appropriate authority. Eligible Tenderer will have to submit break up of cost and taxes before execution of agreement with CREDA, so as to ensure tax deposition as per Govt. Rules accordingly. .

**23. TECHNICAL CRITERIA**

- 1) The eligible SI to whom work is likely to be awarded should have their own service unit cum office within Chhattisgarh state.
- 3) The Tenderer should have sufficient technically qualified and well-experienced manpower for execution of the project and after sales service of the systems. These details may be called by CREDA and in case there is any deficiency found the SI may be debarred from the tender.

**24. JURISDICTION OF THE COURT:**

Any dispute arising out of the contract shall be subject to the jurisdiction of court at Raipur.

## **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.

CREDA shall mean the Chhattisgarh State Renewable Energy Development Agency represented through the CEO.

Work shall mean any work entrusted to the Tenderer as mentioned in the scope of work and sanction order.

The "Engineer in charge" shall mean the Engineer or Engineers authorized by CEO, CREDA for the purpose of this contract. Inspecting Authority shall mean any Engineering person or personnel authorized by CREDA to supervise and inspect the erection of the SPV Pump.

"The Eligible SI/Tenderer" shall mean the Tenderer 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.

"Specifications" shall mean the specifications annexed to these General Conditions of contract and shall include the schedules and drawings attached thereto or issued to the eligible SI/Contractor from time to time, as well as all samples and pattern, if any,

"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. **CONTRACT DOCUMENT:**

The term "Contract" shall mean and include the General conditions, specifications, schedules, drawings, sanction 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.

3. **MANNER OF EXECUTION:**

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.

- i) The eligible SI/Contractor shall conduct a detailed survey of site and submit Site Clearance and Yield Test Report necessary documents and survey details in concerned District Office of CREDA in prescribed manner.
- ii) District / Regional Office CREDA shall examine these reports and after satisfaction forward these to concerned Chief Engineer, RE-03 of Head office of CREDA for approval.

- iii) The SI/Contractor shall start work within 15 days after the date of issue of work Order. Work order will be given to the chosen System Integrator only after execution of the agreement with CREDA.
- iv) All the materials required for the installation of SPV Pumps as per Work Order issued shall be kept at site in the custody of the SI/Contractor. CREDA shall not be responsible for any loss or damage of any material during the installation.
- v) All the electrical works should be done as per Indian electricity Act. The persons engaged for carrying out electrical works should have a valid license of required category accordingly.
- vi) After installation and joint inspection will be done in presence of beneficiary, SI/Contractor and CREDA and after successful commissioning of SPV Pumps and its approval from CREDA a JCC will be signed and the claim will be forwarded for payments as per guidelines and procedures of CREDA.

4. **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 SI/Contractor. The eligible SI/Contractor 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 SI/Contractor.

5. **INSPECTION DURING ERECTION:**

The Engineer in Charge or his authorized representative (s) shall be entitled at all reasonable times to inspect and supervise and test during installation and commissioning. Such inspection will not relieve the eligible SI/Contractor from their obligations under this contract. Material can be inspected before dispatch by the authorized representatives of CREDA at the factory at the cost of the eligible SI, if desired by CREDA.

6. **COMPLETION OF WORK:**

Time being the essence of contract, all works specified in the work orders shall be completed within the time schedule prescribed in the Sanction order.

7. **ELIGIBLE SIs DEFAULT LIABILITY:**

CREDA may by written notice of default to the eligible SI/Contractor, terminate the contract in circumstances detailed hereunder:

- (a) If in the opinion of the CREDA, the eligible SI/Contractor fails to complete the work within the time specified in the sanction order or within the period for which extension has been granted by CREDA to the eligible SI/Contractor.
- (b) If in the opinion of CREDA, the eligible SI/Contractor 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 SI/Contractor or agency upon such terms and in such a manner as it may deem

appropriate and the eligible SI/Contractor shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion of erection of the SPV Pumps and or for penalty as defined under this tender 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 SI/Contractor shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay as set out in this tender document until the work is completed.

**8. FORCE MAJEURE:**

The eligible SI/Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as of God, acts of public, enemy, naxal problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that the contract, shall within 10 (ten) days from the beginning of such delay notice the CREDA in writing of the cause of delay. CREDA shall verify the facts and grant such extension as facts justify. Delay in supply of any accessories of Solar Pumps etc by the related vendors, to whom the Tenderer 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 SI/Contractor is found defective in material or workman ship 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 SI/Contractor to rectify the same. The eligible SI/Contractor on receipt of such notices shall rectify or replace the defective material and rectify the work, free of cost. If the eligible SI/Contractor fails to do so, CREDA may,

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

**10. EXTENSION OF THE TIME:**

If the completion of installation is delayed due to any reason beyond the control of the eligible SI, the eligible SI/Contractor 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 agree to extend the contract/delivery date of the Solar System as may be reasonable but without prejudice to other terms and conditions of the contract.

**11. MAKES OF EQUIPMENTS TO BE USED IN THE WORK:**

The eligible SI/Contractor has to ensure that equipments as per Technical Requirements of guidelines of CREDA as complied with. The eligible SI/Contractor has also to ensure that he will use only components of approved vendors of CREDA. The material/works for which CREDA/MNRE or BSI 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 all major equipments should be submitted to the engineer-in-charge of the works before installation of the same.

**12. WARRANTEE PERIOD AND POST INSTALLATION SERVICES:**

The work done/ material supplied by the eligible SI/Contractor should be warranted for satisfactory operation and against any defect in material and workmanship including Pipe lines with all fittings, allied civil works, Pumps, Controllers and other balance of equipments, at least for a period of 5(five) years, from the date of commissioning of the systems including other works as per scope of work. For Solar Pumps warrantee on SPV Modules shall be for 10 (ten) years from the date of commissioning of the SPV Pumps must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and not less than 80% at the end of 25 years. The above warrantee certificates shall be furnished to the 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. The warrantee period shall be extended by the period during which the plant remains non-operative due to reasons within control of the eligible SIs. This warrantee must be an unconditional onsite warrantee and the eligible SI/Contractor will have to replace the defective material within 7days positively from the date of information given to him. Care should necessarily be taken to make the SPV Pumps operational, once the reporting of the fault/non operational status is done, within a week. If the SPV Pumps is not made operational within 7 days CREDA may rectify the same at the cost of SI, and the warrantee period shall be extended for a month for the same. This warrantee must be an unconditional onsite warrantee and the eligible SI/Contractor will have to replace the defective material within 7 days positively from the date of information given to him. System Integrators shall have to establish their service stations in the allocated area and shall have to keep sufficient quantity of spares and man power to ensure proper service network for taking care of smooth functioning of SPV Pumps installed by them. SI/Contractor shall have to give a toll free number to register complaints.

**13. TERMS OF PAYMENT:**

The following terms of payment shall apply for the tender: -

- a. 95% of the eligible payments as per the work order after satisfactory completion & performance test of works at site with proper handing over.
- b. Balance 05% of the eligible payments shall be retained by CREDA as Security Deposit for a period of 60 months. However the same may be released to SI/contractor on submission of TDR (duly pledged in favour of CREDA) of equivalent amount issued by a Scheduled Bank in prescribed format valid for a period of at least five years issued by a scheduled bank.
- c. GST shall be paid extra as applicable on the date of billing.

**14. PENALTY FOR DELAY IN COMPLETION OF CONTRACT:**

If the eligible SI fails to complete the erection, testing and commissioning etc, within the phased time schedule specified in the work order or any extension granted there to, CREDA will recover from the eligible SI as penalty of one percent (1%) of the system/work price for each week of delay or part thereof. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed 5% (five percent) of the Cost. The repeated fault may result in forfeiture of part or whole of money and even termination of the contract.

15. Penalty may be recovered from payments due or by invocation of performance security. CREDA may also debar the SI from future business for upto 3 years in case of non performance of work in time limit.
16. **PERFORMANCE SECURITY:**  
The Performance Security shall be 5% of the eligible payments and shall be deposited in manner under clause no. 13. For the purpose of 13(b) the EMD may be considered to be converted into part of performance security. EMD shall be refunded only upon submission of at least equal amount towards Performance Security or else EMD shall be deemed to be converted into Performance Security.
17. **INSURANCE:** The eligible SI/Contractor shall arrange insurance coverage for the materials and SPV Pumps at his/ beneficiary's custody for the work under execution and successful commissioning and subsequent handover to the beneficiary. The eligible SI/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.
18. **PENALTY DUE FROM THE ELIGIBLE SI/CONTRACTOR :**  
All cost of damages for which the eligible SI/contractor is liable to the CREDA, will be deducted from any money due to the eligible SI/ Contractor including the Security Deposit.
19. **ELIGIBLE SI'S RESPONSIBILITY:**  
Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of all works by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible SI/Contractor. If in any case the eligible SI/Contractor does not complete the work as per the sanction orders issued to them then CREDA may take over the task & complete the project at the cost of eligible SI/Contractor.
20. **RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE:**  
If any loss or damage occurs to the work or any part thereof or materials/ plant/ equipments for incorporation therein the period for which the eligible SI/Contractor is responsible for the cause thereof or from any cause whatsoever, the eligible SI/Contractor 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 SI/Contractor shall also be liable for any loss or damage to the work/ equipments occasioned by him in course of any operation carried out to him during performing the contract.
21. **RESPONSIBILITY TOWARDS THE WORKMAN OR OUT SIDERS:**  
The eligible SI/Contractor 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 Sanction order. The eligible SI/Contractor 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. All the expenditure including treatment or compensation will be entirely borne by the eligible SIs. The eligible SI/Contractor shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.



**22. NON-ASSIGNMENTS:**

The eligible SI/Contractor shall not assign or transfer the sanction orders issued as per this contract or any part thereof without the prior approval of CREDA.

**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 SI/Contractor of his obligations for due performance of the contract.

**24. SETTLEMENT OF DISPUTES THROUGH ARBITRATION:**

i. 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 SI/Contractor is made to CREDA. The decision of the CEO, CREDA shall be final and binding to the all concerns.

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.

**Compliance with Labour Regulations**-During continuance of contract, the contractor shall aTendere at all times by all applicable existing labour enactment and rules made there under, regulations, notifications and bye laws of state and central Govt or local authority that may be passed/issued or may be issued.

**26. LANGUAGE AND MEASURES:**

All documents pertaining to the Contract including specifications, schedules, notice correspondences, operating 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:**

i. Any notice to the eligible SI/Contractor under the terms of the contract shall be served by registered mail to the registered office of the eligible SI/Contractor or by hand to the authorized local representative of the eligible SI/Contractor and copy by post to the eligible SI's principal place of business.

ii. Any notice to CREDA shall be served to the Director, CREDA, Raipur in the same manner.

**28. SECRECY:**

The eligible SI/Contractor 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. CREDA reserves all right to change/ amend any condition of the Bid or accept/reject any or all bids in full/part without assigning any reasons whatsoever.**

**30. CREDA reserves all rights to increase or decrease quantum of works to be allocated to bidders if required without assigning any reason.**

**31.** In case of non-compliance of any terms and conditions by bidder, CREDA, may discontinue the contract if required and may forfeit the EMD.

**32.** CREDA reserves the right to cancel the work allotted to the bidder if the bidder fails to complete the work within stipulated/ extended time limit as mentioned in the Work Order. Subsequently CREDA shall also have right to reallocate the work fully or partly to any other eligible bidder for completion of the work. CREDA shall also have right to forfeit payment of uncompleted work of the bidder if require.

**33. AGREEMENT:**

The successful eligible SI/Contractor shall have to enter into an agreement with the Director, CREDA in the approved contract agreement form within 07 days of the receipt of call from CREDA.

**34. TENDER EVALUATION CRITERIA**

- a. Offer of only those parties who are found qualifying based on Technical Evaluation Criteria will be taken into further consideration and prices of only those parties qualifying based of these criterion will be opened.
- b. Tenders shall be evaluated on the basis of lowest total rates (incl supply, installation & Commissioning) without GST.
- c. CREDA retains right to negotiate rates with L-1 Tenderer.
- d. Conditional tenders shall not be accepted.
- e. However CREDA shall have rights and liberty to call any /other parties to work on approved rates as and when required in accordance with quantum of work and scheduled time limits for completion of targets.

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

The allocation of works shall be done at approved rates to eligible Tenderer who has quoted lowest rates for that site/package.

If more than 01 Tenderer have offered same rates for a particular package then the work will be awarded to the Tenderer who is having more experience for the work..

**36. EXTENSION IN SCOPE OF WORK**

Up to 50% extension in work quantity can be awarded which will be binding on Tenderer up to 01 year from the date of award.

**We (on behalf of Eligible SI/Tenderer) have read all the above stated details & accept to comply with it in total.**

**(Name, Signature & Seal of the Tenderer)**

## **SCOPE OF WORK**

1. Designing, supply, installation, commissioning & comprehensive operation & maintenance (COM) for consecutive five years, of Advance Solar Power Fencing in Sub -Jail Bijapur of Chhattisgarh State in accordance to the design and specifications approved by CREDA, with at least five years warrantee, on turnkey basis. Tenderer shall have to take approval of the engineering documents from CREDA prior to commencement of the work. Five years warrantee shall be required for each of the system after successful commissioning and proper handing over.
  
2. The scope of work shall also includes the followings :-
  - Submission of site clearance certificate, where the SPV Project is to be installed. A layout plan of the site should also be submitted if necessary clearly indicating the identified location for installation of SPV Modules, where batteries & control panels shall be installed. Work order shall be issued only after receipt of site clearance certificate.
  - Detailed planning of time bound smooth execution of project.
  - Performance testing of the complete system.
  - Warranty of the system for Five year faultless operation, assure inventory for maintenance.
  - After sales service directly or through local contractual arrangement.
  - Risk liability of all personnel associated with implementation and realization of the project.
  - Training of at least two persons each to be nominated by user at every location and CREDA, on the various aspects of design and maintenance of the offered system after commissioning of the system and shall also submit the drawings and designs of the cabling and other components.
  - The contractor shall maintain sufficient inventory of the spares to ensure that the system can be made functional within forty eight hours from the communication of breakdown of the system during currency of the warrantee period.
  - The contractor shall run the system on trial basis and shall closely monitor the performance of the system before handing over the system, so that the assured annual power generation can be estimated for monitoring of the performance of the system. CREDA shall examine the data of generation and ascertain if the generation is adequate with reference to the capacity of the Solar Systems.

## Technical Specifications of Advance Solar Powered Security Fencing

The advance solar fencing system would be installed in wall top. If the fencing area is more than 500 running meter then 01 additional controller should be installed in every 500 running Meters. The system should be in grid tied mode, if any case solar is not available then the system should be switched on grid mode automatically. System Descriptions are as follows:

Item No.	Description of Item	Unit
1	2 Channel controllers with, power supply and Solar backup.	Nos.
2	Supplying, fixing, commissioning and testing of <b>External horn (Hooter) at various sections of fence as per requirement</b>	Nos.
3	Supplying, fixing, commissioning and testing of (UPS)	No.
4	Supplying and testing of <b>Digital Volt meter</b> rating of 2 KV-15 KV Pocket size: 66mm x 136mm (2 1/2" x 5 1/4"). Helps trace fence line shorts and faults. Powered by one 9V battery with a life of 6-12 months. Displays fence voltage in 100V increments under 10kV. Displays fence voltage from 10kV to 15kV in 1000-volt increments. Activated when fence pulse is detected. Auto turn-on indication. Display to show low battery condition. Earth stake for ease of ground connection. Fence stud-for quick, no fuse contacts with fence. Innovative microcomputer technology. Useful to check earth performance / voltage.	No.
5	Supplying of <b>tool kit</b> with 3 Nos. of suitable spanners, one cutting player and wire tightner, etc.	No.
6	<b>CIVIL WORKS, WHICH INCLUDES GROUTING OF POSTS.</b> Supplying, fixing and grouting of Metal Post for wall top fence, grouting of corner, pull through an end posts. Electric Fence Strain Posts. They are to be securely grouted in the wall at every End/Corner & Pull through post.	Nos.
7	End Post Assembly consisting of Main post, support post, insulators, Kiwitah post, hooks	Nos.
8	Plastic Insulators UV Stabilized, can be easily replaceable when broken	Nos.
9	Supplying, laying and testing of <b>HT wire</b> of size 2mm with 30 micron zinc galvanized. Testing for high voltage conductance to a minimum 7.0kV to be ensured and test report from Government authorized testing laboratory to be submitted. Test certificate of HT wire should be produce with material as per specification herewith.	Mtrs.
10	Tensioner	Nos.
11	Supplying, fixing and testing of <b>joint clamps, standard M8 MS bolt and nut</b> , CRCA steel L clamp and zinc blue electroplated to 30 microns Should be suitable for clamping wires up to 4mm (3/16", 8 gauge)	Nos.
12	Supplying, laying and testing of <b>double insulated cable</b> . Should be heavy duty high impact double insulated wire, tough polyethylene for abrasion resistance; 13g galvanized wire with UV stabilized installation.	Mtr.
13	Supplying and fixing of <b>warning signboards</b> should comply with code of practice and standards requirements, warns a person of the potential hazard, acts as an initial deterrent and securing holes to prevent movement and theft.	Nos.
14	Supplying and fixing of <b>super earth kit</b> which provides effective earthing (grounding), particularly in difficult or poor earthing soils, the salt attracts the moisture and the absorbent clay holds moisture and increases the conductivity of surrounding soil which contains stainless steel rod, super earth mixture, heavily hot dipped earth clamps.	Nos.

## PRICE BID

Schedule of Rates for offering rates for Advanced Solar Power Fencing  
(As per Specifications of Tender no. 15001 dt 20.09.18)

Name & Address of Manufacturer : -----  
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S. No.	Particulars	Unit	Quantity	Rate for Supply at site in Rs. (Without GST)	Rate for installation & Commissioning at site in Rs. (Without GST)	COM Rate in Rs. (Without GST)	Total Unit Rate in Rs. (Without GST)	Total Cost for Estimated Quantity I=D*H
A	B	C	D	E	F	G	H=E+F+G	I=D*H
1	Fencing upto length of 500 RM, with 11 lines including all accessories as per specifications and site requirements	RM	313 Mtr					

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 warranty as mentioned in the tender 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.

Above rates quoted above are as per the requirement, specifications, and terms & condition mentioned in the tender document.

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

**Name of the authorized Signatory :**

**Signature of the Authorized Signatory**