



**Chhattishgarh State Renewable Energy Development Agency
(Deptt.of Energy C.G.Govt.)
Regional Office**

Near energy Education Park, Rajkishor Nagar Bilaspur(C.G.)
Ph: No.: – (07752)240553

TENDER No. 7154 /CREDA ROB/Energy Park/2018-19

Date

CREDA invites sealed Tender from CGPWD/CREDA registered contractor for Design and Construction of 2Nos of Pagoda, Vertical Garden, Design and necessary work for Lawn beautification(near Pond), Design and construction of selfie zone

SN	Particulars	Date	Time	Place
1	Pre bid Meeting	15.02.2019	From 12.00PM	At CREDA Regional office, Near Energy Education Park Rajkishor Nagar Bilaspur
2	Submission of Tender Document, Technical Bid	22.02.2019	Till 12.30 PM	
3	Examination of Technical Bid	22.02.2019	From 4.00PM	
3	Opening of Price Bid	22.02.2019	After Technical Bid	

- (I) Estimated Cost of the Work is Rs.9.012Lakhs
- (II) The Tender can be downloaded from CREDA website (www.creda.co.in) and the tenderer should enclose a demand draft of Rs1000 (Rupees One Thousand Only.) as Tender Document fee & Rs. 18100/-(Rupees Eighteen Thousand and One Hundred Only.) as EMD along with tender document, in favour of Executive Engineer CREDA RO, Bilaspur.
- (III) Bids received without or with inadequate Tender processing fees shall be liable to get rejected.
- (IV) Price bid may be opened after the scrutiny of technical bid on the same day or may be on other day, as per the decision of Tender Committee.
- (V) **Any amendment done in this tender will be notified only through CREDA website i.e. www.creda.co.in**
- (VI) Bids received without or with inadequate Tender processing fees shall be liable to get rejected.
- (VII) Screening of Tenders shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- (VIII) The rates should be quoted in reference to "percentage below/above the rates of PWD SOR 01-01-2015."
- (IX) The work should be done as per CREDA's specifications, design and drawings.
- (X) If any amendment done in this Tender will only be notified through CREDA website i.e. <https://creda.co.in>
- (XI) CREDA reserves all rights to accept/reject any or all Tender in full/part without assigning any reasons.
- **Tenderer has to submit design, concept and detailed estimate for the work along with tender. Although rates will be decided based on the lowest rates.**

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1. SCOPE OF WORK, DRAWING & ESTIMATE/ABSTRACT

A. Scope of work

1. **Name of Work:-** Design and Construction of 2Nos of Pagoda, Vertical Garden, Design and necessary work for Lawn beautification(near Pond), Design and construction of selfie zone
2. **Authority** – Executive Engineer/Site incharge of CREDA, Regional Office (R.O.), Bilaspur
3. **Measurement of Work** – Actual Work Done as per CGPWD SOR 01.01.2015.
4. Item & Item Quantity, Size & Drawing of building may be differ or change as per site condition.

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 C.E.O.
Work shall mean any work entrusted to the tenderer as mentioned in the scope of work and work 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 Systems.
"The Contractor/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 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, 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.
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 relevant National Building Code/MNRE/CREDA/BIS/Indian Standard Specifications, to the reasonable satisfaction of the Engineer.
 - i) The contractor shall start work within 15 days after the date of handing over of the site.
 - ii) If at any time it should appear to the Engineer that the actual progress of works does not confirm to the programme to which consent has been given under sub-clause 3(i), the contractor shall produce at the advice of the Engineer a revised programme showing the modification to such programme necessary to ensure completion of the works within the time of completion.
 - iii) All the materials required for the construction as per Work Order issued shall be kept at site in the custody of the contractor. CREDA shall not be responsible for any loss or damage of any material during the installation.
 - iv) All the works should be done as per the acts and regulations applicable for work and safety. The persons engaged for carrying out works should have adequate safety apparatus and skills.

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 contractor. The 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 contractor.

5. **INSPECTION DURING WORK:**

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 contractor from their obligations under this contract. Material can be inspected before dispatch by the authorized representatives of CREDA / beneficiary at the factory at the cost of the contractor, if desired by CREDA/beneficiary.

6. **COMPLETION OF WORK:**

Time being the essence of contract, the construction of the building shall be completed within **Two Months** wef. Issuance of Work Order.

7. **CONTRACTOR'S DEFAULT LIABILITY:**

CREDA may by written notice of default to the contractor, terminate the contract in circumstances detailed hereunder:

- (a) If in the opinion of the CREDA, the contractor fails to complete the work within the time specified in the work order or within the period for which extension has been granted by CREDA to the contractor.
- (b) If in the opinion of CREDA, the 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 contractor or agency upon such terms and in such a manner as it may deem appropriate and the contractor shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion of work 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 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 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, 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.

9. **REJECTION OF WORKS:**

In the event of any of the material supplied/ work done by the 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 contractor to rectify the same. The contractor on receipt of such notices shall rectify or replace the defective material and rectify the work, free of cost. If the contractor 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 contractor plus fifteen percent service charges of the cost of such rectification, from the contractor and/ or terminate the contract for balance work/ supplies with enforcement of penalty as per contract
- b) Defective materials/ workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The contractor shall be liable for any loss/ damage sustained by CREDA due to defective work.

10. **EXTENSION OF THE TIME:**

If the completion of work is delayed due to any reason beyond the control of the contractor, the 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 as may be reasonable but without prejudice to other terms and conditions of the contract.

11. WARRANTEE PERIOD:

The work done/material supplied by the contractor should be warranted for satisfactory operation and against any defect in material and workmanship at least for a period of 2 years, from the date of handing over of the building to CREDA. This includes other related works as per scope. Any defect noticed during this period should be rectified by the supplier free of cost upon written notice from CREDA. If the work is not rectified within fifteen days CREDA may rectify the same at the cost of tenderer, and the warrantee period shall be extended for a month for the same. This is also to mention here clearly that the primary warrantee lies with the contractor who has been awarded the work by CREDA. The warrantee will be totally unconditional on site warrantee.

13. TERMS OF PAYMENT:

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

- a) 95% of the cost of work as per the work order after satisfactory completion of work with proper handing over.
- b) 05% of the cost of work after **One Year** from the date of satisfactory completion of work or on submission of bank guarantee of equivalent amount in prescribed format valid for a period of **One Year**, issued by any scheduled bank.
- c) The amount held under clause b) above shall be treated as Security Deposit required under point 15 below.

14. PENALTY FOR DELAY IN COMPLETION OF CONTRACT:

If the contractor fails to complete the erection, testing and commissioning etc, within the stipulated time schedule specified in the work order or any extension granted there to, CREDA will recover from the contractor as penalty a sum of one percent (1.0%) of the cost of work of the work 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. The total penalty shall not exceed 5% (five percent) of the contract price.

15. SECURITY DEPOSIT (SD):

05% of the cost shall be retained as SD during the warrantee period. In case the Security Deposit is in form of a bank guarantee/ TDR/FDR of equivalent amount and in the event of extension of completion date, the validity of the bank guarantee/ TDR/FDR shall also be suitably extended. The bank guarantee shall be executed in stamp paper worth Rs.100/-.

16. INSURANCE:

The contractor shall arrange insurance coverage for the materials at his custody for the work under execution as per the conditions laid down in the relevant clause of the technical specification, at least till the assigned work is completed & handed over to 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.

17. PENALTY DUE FROM THE CONTRACTOR:

All costs of damages for which the contractor is liable to the CREDA will be deducted from any money due to the contractor including the security deposit.

18. CONTRACTOR'S RESPONSIBILITY:

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

19. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE:

If any loss or damage occurs to the work or any part thereof or materials/ equipments for incorporation therein the period for which the contractor is responsible for the cause thereof or from any cause whatsoever, the 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 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.

20. **RESPONSIBILITY TOWARDS THE WORKMAN OR OUTSIDERS:**
The contractor shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due under Workmen Compensation Act and may be asked to submit copy of the insurance document during the Work. The 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 contractors. The contractor shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
21. **NON-ASSIGNMENTS:**
The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of CREDA.
22. **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 contractor of his obligations for due performance of the contract.
23. **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 Executive Engineer, CREDA R.O.Bilaspur provided a written appeal by the contractor is made to Executive engineer CREDA R.O.Bilaspur . The decision of the CREDA shall be final and binding to the all concerns.
 - ii. 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.
24. **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.
25. **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.
26. **CORRESPONDENCE:**
- i. Any notice to the contractor under the terms of the contract shall be served by registered mail to the registered office of the contractor or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business.
 - ii. Any notice to CREDA shall be served to the EE, CREDA RO Bilaspur in the same manner.
27. **SECRECY:**
The 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.
28. **AGREEMENT:**
The successful contractor shall have to enter into an agreement with the EE, CREDA RO Bilaspur in the approved contract agreement form within 07 days of the receipt of call from CREDA. The Maintenance activity shall form integral part of the agreement.
29. **TENDER EVALUATION CRITERIA**
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. Other things being equal, the lowest rates shall normally be preferred. However CREDA shall have liberty to approve rates even lower than the lowest rates quoted in the tender in Govt interest. Preference will be given to Contractors who have experienced in Solar Passive Techniques.

30. COMMERCIAL

Earnest Money Deposit and Tender Document Fee (in case the tender document is downloaded from website) in the prescribed form should be submitted along with the tender.

31. TECHNICAL

- 1) Only those parties which have valid registration in CG PWD/CREDA in 2018-19 shall be eligible to participate in the tender. Contractor may be asked to submit the copy of all required certifications required from the concerned manufacturers, whose materials shall be used in the building.
- 2) Contractors who fail to accomplish their assigned project in last financial year may not be entertained in this tender.
- 3) Details of similar work done in last three years along with copies of the work orders and satisfactory completion & performance certificates from the user agencies / competent authority should be submitted along with the "Primary Eligibility Document".
- 4) The party should have sufficient technically qualified and well-experienced manpower for execution of the project and Brief bio-data of the key personnel may also be asked if necessary.
- 5) **Escalation:** No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.
- 6) **Completion time:** The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of three (3) months from the date of issue of LOI /Purchase order by CREDA. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per clause. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, CREDA may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to CREDA for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Executive Engineer CREDA regarding Time extension will be final and binding on the contractor.
- 7) **Scope of Work :** Detailed scope of work, special terms & conditions, makes of materials and specifications etc. are enclosed with this NIT as per Annexure -I. Bidder must read them before filling rates.
- 8) **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.
- 9) **Site Conditions :** Contractor shall acquaint himself fully with the site conditions and the working environment of CREDA before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work.
- 10) **Liquidated damages :** In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @1/2% of the contract value per week will be deducted subject to a maximum of 5% of the contract value. However, during the delayed period, CREDA also reserves the right to get some portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect along with 10% overhead charges will be deductible from his bills/dues.
- 11) **Extra or substituted item-** If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by CREDA. If required, CREDA can make its own analysis based on SOR document of CGPWD 2015 or based on market rates for determining item rate and pay to contractor accordingly. Defect Liability period: Defect liability period shall be one year from the date of completion of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.
- 12) Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the CREDA Engineers, responsible for supervision of work, on regular basis.
- 13) Contractor will take due permission for entry of all his workmen in CREDA. No unauthorized person will be allowed to work inside.
- 14) The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by CREDA shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

- 15) During execution of work, Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.
- 16) If during the execution of works, any damage is caused to CREDA property by contractor's workers, contractor will duly make good the loss. CREDA has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
- 17) During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CG PWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.
- 18) Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus.
- 19) No material belonging to the contractor whether consumable or non-consumable should be brought inside the CREDA campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre.
- 20) During execution of the work, contractor should dispose of waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.
- 21) CREDA will provide free water and electricity during execution of work at one point. The contractor has to make his own arrangements for supplying power and water from that point onwards as per his requirements.
- 22) Tender once submitted will remain with the CREDA and will not be returned to the bidders.

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

(Name, Signature & Seal of the Tenderer)

2. Information of Tenderer/Party

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

01	Name of the Firm/ Agency	
02	Address of the Firm/Agency	
03	Organization Constitution - Registered Company/Firm - Others	
04	Years of experience in providing work (enclosed the work order of proof of work experience)	
06	Number of assignments - Finished - Current assignment in hand	
07	Annual Turnover Certificate duly signed by Chartered Accountant submitted for last year's either 2016-17 or 2017-18	
08	Name of authorized signatory (In block letters) for the agency	
09	Telephone Numbers of the Firm	
10	e-mail address	
11	CGPWD Registration no. (Attached self attested copy of the certificate)	
12	GST no. (Attached self attested copy of the certificate)	
13	PAN no.(Attached self attested copy of the certificate)	
14	Draft no., Date & bank name of tender document fee Rs. submitted by Firm/Agency	
15	Draft no., Date & bank name of EMD Rs. submitted by the Firm/Agency	

PLACE:

AUTHORISE SIGNATORY:

DATE :

NAME IN FULL :

3. 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 is hereby forwarded as earnest money in the form of crossed demand draft payable to CREDA "EE CREDA RO Bilaspur". If I/We, fail to commence or complete the work 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/the State Govt.

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.

Our state sales tax registration GSTN 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:

4. 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 tenderer 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 :
- d) Whether latest copy Competency/
Certificate furnished : Yes/No
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 : Yes/No
with CREDA
- 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 :

DATE:

SIGNATURE OF TENDERER
NAME IN FULL
DESIGNATION/STATUS
FIRM/COMPANY SEAL

PART 'B' : COMMERCIAL INFORMATION

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

01. i) Earnest Money Details :Bank draft/Bankers
cheque payable to " EE CREDA RO Bilaspur ",
ii) Amount of E.M.D. & full details : `.....
iii) If exempted, state whether the : SSI Unit of C.G.
bidder i / Fully Owned State/Central Govt. Unit
iv) Reference of documentary : Yes/No
evidence regarding exemption enclosed.
02. Whether the offer is valid for 6 months :Yes/No
from the date of opening of commercial/
technical bid.
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 Yes/No
Rate/amount of rebate/discount
c) If conditional State condition : Yes/No
05. **PAYMENT TERMS:**
Whether CREDA's terms of payment is acceptable to tenderer : Yes/No
06. **COMPLETION PERIOD OF WORK:**
Whether tenderer is agreeing for completion period of work as : Yes/No
Specified in the tender
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 : : Yes/No
Central:
(Please Note that in case of non-registration with Commercial Tax,
Department Purchase Tax as admissible shall be deducted by
the Purchaser from the Bills of the supplier)
11. Please mention whether rates offered are : Yes/No
applicable for part quantities.

PLACE:

DATE:

SIGNATURE OF TENDERER
NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

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 orders received during last 3 years from other : Yes/No
State Nodal Agency or from other Organization for similar materials (if yes, give details)
enclosed.

- 03. Whether performance certificate from such Organization regarding : Yes/No
supplies is enclosed. (if yes, give details)

- 04. Whether pamphlets/technical details literatures along with drawing etc. : Yes/No
furnished with the offer (if yes, give details)

- 05. Whether the tenderer 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.

- 06. Whether the tenderer has furnished details of manufacturing : Yes/No
equipments and short history of plant (if yes, give details)

- 07. Whether details of manufacturing process furnished with offer. : Yes/No
(if yes, give details)

PLACE

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

5. SCHEDULE – II

PAST EXPERIENCE

From:

Bidder's Name & Address: -

To,

The Executive Engineer
CREDA, RO, Bilaspur (C.G.)

Sub: - Performance/past experience.

Dear Sir,

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

Sl. No.	Purchaser's Name & Address	Date	Order No. Quantity	Ordered Quantity	Qty. supplied (Nos.)	Value of Order
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PLACE

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

***NOTE:** -Photocopy of the orders & performance reports received from other State Agencies/Govt. Undertakings etc. should be enclosed.

6. PRICE BID

Schedule of Rates for Design and Construction of 2Nos of Pagoda, Vertical Garden, Design and necessary work for Lawn beautification(near Pond), Design and construction of selfie zone at EEP Bilaspur

(As per Specifications of Tender no. Date2019)

(To be kept in a separate envelope properly sealed & submitted inside the main Envelope)

Name & Address of Tenderer :

SN	Particulars	Rates in terms of "Percentage below as per CG PWD SOR 01-01-2015"
1	Design and Construction of 2Nos of Pagoda, Vertical Garden, Design and necessary work for Lawn beautification(near Pond), Design and construction of selfie zone% Above/Below
2	Other Charges if any (PI specify)	Rs.....

****Tenderer has to submit design, concept and detailed estimate for the work .**

- The above rates are FOR site inclusive of roadworthy packing, loading, unloading, all types of incidental expenses, insurance all types of taxes and duties (Including GST & Taxes/duties applicable on Civil Work as per Govt Rules) with 2 years unconditional onsite warrantee as mentioned in the tender document.
- Tenderer shall submit detailed estimate of the work as per SOR along with tender document.

Name of the authorized Signatory:

Signature of the Authorized Signatory:

Seal of Company:

Date:

7. AGREEMENT

This agreement is hereby made today the ----- day of ----- 2019 at CREDA , Bilaspur between M/s -----, a company/firm registered under the Companies Act, 1956 / Partnership Act / ----- Act, having its registered office at ----- India (hereinafter called as "Tenderer", the term which includes its successors, assigns and legal heirs), through -----

----- on one hand and Chhattisgarh State Renewable Energy Development Agency-CREDA registered under Societies Act having its Registered office at VIP Road Energy Park , CREDA, Near Energy Education Park Raipur(C.G.) (C.G) hereinafter called as "CREDA" the term which includes its successors, assigns and legal heirs; through Executive Engineer., CREDA RO Bilaspur on the other hand on the following terms and conditions:-

Whereas, the "CREDA" intends to **Design and Construction of 2Nos of Pagoda, Vertical Garden, Design and necessary work for Lawn beautification(near Pond), Design and construction of selfie zone** (hereinafter called as "Supply/Works") had floated TENDER No. 7154 /CREDA ROB/Energy Park/2018-19 Date for Item Rate Tender & Contract for as per above tender.

1. "Tenderer" had submitted their rates and agreed to supply/perform the "Work" to CREDA on the rates appended hereto in Part-1, as per the terms and conditions of the tender already agreed upon, and,
2. Whereas, the rates quoted by the "Tenderer" are inclusive of all taxes, duties, levies, transport and all other incidental expenses F.O.R. at site and the "Tenderer" shall not increase the rates of the supply/perform the "Work" up to **Six months from the date of agreement** and the rates mentioned in Part-1 shall be valid for a further period of six months or more with mutual agreement, and,
3. Whereas, the "Tenderer" is committed to execute the " Work " at the ordered site, on the rates already agreed upon, within the schedule mentioned in the Work/Supply orders that shall be issued from time to time, and,
4. Whereas, it has been also agreed upon that during any disputes regarding interpretation of any of the clauses of this agreement, the decision of the "Superintending Engineer, CREDA " shall be final and binding on both the parties,
5. Whereas, it is agreed upon that all the terms and conditions of the tender and work/supply orders which have already been agreed upon shall form part of this agreement, and,
6. Whereas, it has also been agreed that for any disputes arising, the jurisdiction shall be the Courts of Bilaspur, in witness whereof, both the parties thereto, put their signatures below:

Witness:

1-----

For and on behalf of CREDA

2-----

For and on behalf of TENDRER