

CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY (CREDA)

(Dept. of Energy, Govt. of Chhattisgarh) REGIONAL OFFICE BILASPUR,ENERGY EDUCATION PARK RAJKISHOR NAGAR BILASPUR (C.G.) E-mail: credaro.bilaspur@gmail.com, Website: https://creda.cgstate.gov.in/

TENDER DOCUMENT No. 2399 /CREDA RO BILASPUR/CR/TENDER/2018-19, Dt 21.08.2018

FABRICATION, SUPPLY AND INSTALLATION OF STEEL STRUCTURE TWIN WALL INSULATED (SANDWICH) / PORTABLE CONTROL ROOM FOR SOLAR PHOTO VOLTAIC POWER PLANT OF CAPACITY (1-10KW) AT VARIOUS LOCATIONS OF DISTRICT-KORBA& MUNGELI (CHHATTISGARH)

S.No	Particulars Date		Time	Place
1	Pre Bid Meeting	31/08/18	At 12.00 PM	
	Submission of Tender Document, Technical Bid & Price Bid.	05/09/18	till 12.30 PM	In the Office of Executive Engineer,
	Examination of Technical Bid.	05/09/18	from 04.00 PM	Regional Office, CREDA Raipur
4	Opening of Price Bid.	05/09/18	After Technical Bid	

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

Tender Document Cost- Rs. 2000.00

Document can also be downloaded from our website **<u>creda.cgstate.gov.in</u>** 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 (CREDA RO BILASPUR)

REGIONAL OFFICE BILASPUR, ENERGY EDUCATION PARK, RAJKISHOR NAGAR, BILASPUR *E-mail:* <u>credaro.bilaspur@gmail.com</u> Website: https://creda.cgstate.gov.in/

Ref. No./2399 /CREDA RO BILASPUR/CR/NIT/2018-19

Date:21.08.2018

NOTICE INVITING TENDER CREDA invites sealed bids from Experienced System Integrators/ Contractors/ Vendors of CREDA registered in FY 2018-19 for rates for Construction of Control Room for SPVPP of various capacities as per design at various Locations in Korba & Mungeli District of Chhattisgarh State, as per following details :-

S.No.	Particulars	Site Name	Capacity of power plant(KW)/ Dimension of Control Room	Estimated Maximum cost in Rs.	EMD in Rs.
1		Rapta	6KW/3MX4M(126sqft)	3 lacs	
2		Balsendha	4KW/3MX4M(126sqft)	3 lacs	
3		Karimati	4KW/3MX4M(126sqft)	3 lacs	
4		Bindawal-2	5KW/3MX4M(126sqft)	3 lacs	
5	Supply and installation	Chaparwa-1	1KW/3MX3M(95sqft)	2.25 lacs	
6	of Steel Structure Twin wall (Sandwich)	Chaparwa-2	1KW/3MX3M(95sqft)	2.25 lacs	
7	insulated Control Room	Ranjki-2	2KW/3MX3M(95sqft)	2.25 lacs	
8	for SPV Power Plant including Civil Work as	Achanakmar-5	3KW/3MX3M(95sqft)	2.25 lacs	81000/-
9	per design at various	Bahmni-2	2KW/3MX3M(95sqft)	2.25 lacs	
10	Locations of District- Korba Chhattisgarh	Atariya-2	4KW/3MX4M(126sqft)	3 lacs	
11	State.	Jakadbandha-2	6KW/3MX4M(126sqft)	3 lacs	
12		Surhi Dongripara	6KW/3MX4M(126sqft)	3 lacs	
13		Jamunahi-2	4KW/3MX4M(126sqft)	3 lacs	
14]	Boiraha-2	3KW/3MX3M(95sqft)	2.25 lacs	
15		Niwaskhar-2	4KW/3MX4M(126sqft)	3 lacs	

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Opening of Price Bid.	05.09.2018	After Technical Bid		

Note: Bid document of Rs.2000/- shall be paid separately for each tender.

The tender document and other details including amendments/changes can be viewed/ downloaded from https://creda.cgstate.gov.in/

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

(Vijay Kumar) Executive Engineer

CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY

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No.	Description		
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5.	General condition of contract		
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7.	Specification for Control Room Building/ work		
1.	PART-II-:FINANCIAL BID Price Bid		

<u>Check List</u>

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	EMD (Proof of submission)		
2	Tender Document Fee (Proof of submission)		
3	Copy of Contractor Registration Certificate CREDA in SPV Programme for FY 2018-19		
4	Balance Sheets of last three financial years certified by a registered Chartered Accountant showing positive net worth and minimum average annual turnover of 1.5 times the cumulative package cost in which bidder is participating.		
5	List and Completion and Performance Certificates issued by a Govt agency of completed works as specified in NIT		
6	Original Tender document duly signed & sealed on each page, as a confirmation of acceptance of Terms & Conditions (T&C)		
7	Declaration of the supplier about any relatives working with CREDA		

(Sign & Seal of the Tenderer)

Details of EMD & Tender Document Fee Attached

S.No.	Description				
1	Earnest Money Deposit - Earnest Money Deposit of Rs. 81000 , submitted in the form of Demand Draft/Banker's Cheque, drawn onBranch, bearing DD/BC NoBranch, bearing DD/BC No				
2	Tender Document Fee -2000/-Tender Document Fee of Rs. , submitted in the form of Demand Draft/Banker's Cheque, drawn on				

(Sign & Seal of the Tenderer)

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 Rs 81000/- 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 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 GST is ______ and 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:

Place:

Signature

Name of Tenderer with seal

Witness: Signature: Name: Postal Address:

INSTRUCTIONS FOR TENDERERS

1. Eligibility Criteria :-

A. Tenderer should be registered in CREDA as a Contractor for the financial year 2018-19 on the date of opening of this Bid.

- B. Tenderer should have minimum direct experience of construction of 02 Nos. of Twin wall(Sandwich)/Pre Fabricated/Pre Cast Control Room. Experience certificate issued by Govt. /Govt. Undertaking shall only be considered.
- C. Tenderers must have a Positive Net worth . They shall have to submit a certificate duly signed by a qualified and registered Chartered Accountant as a proof.
- D. Tenderers should have a Minimum Average Annual Turnover (MAAT) of 1.5 times the cumulative package cost in which bidder is participating in last three Financial Years (including or excluding 2017-18) ending on 31st March of each FY.
- E. Bidder will have to submit audited copy of balance sheet certified by a registered chartered accountant as a proof for point no. 1.C and 1.D.
- F. The Bidder should have valid GST/ Service Tax registration certificate in the state. A copy of which should be enclosed .
- G. Authorization of person representing Tenderer from Director / Proprietor / Partner of the Firm/ Company of the tenderer .

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

- **2.** Tender Documents must reach in the Regional Office, CREDA Bilaspur latest by 12:30 PM on 05/09/18 Tenders submitted after scheduled time and date shall not be considered.
- **3.** Tender Documents should be submitted in prescribed manner in separate envelopes duly super scribed and placed as follows- (A) Tender Fees and EMD, (B) Eligibility Documents as per point (A) to (G) at 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 / (D) Price Bid. Of "TENDER No.2399/ CREDA RO BILASPUR/CR/TENDER/2018-19, DT 21.08.2018 DUE ON 5.09.2018"
- **5.** The Specifications of Control Room work should be as specified in the tender in schedule attached.
- **6.** Bidder shall have to submit details of GST,PAN and Service Tax 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 When Price Bid are delivered through messenger, it should be submitted in the tender box kept in the office of the Executive Engineer, CREDA, R.O., Bilaspur in SPV Off Grid Section on or before 12.30 PM dated 05/09/18. Nobody is authorized to receive or grant receipt for tender delivered on behalf of CREDA.
- **9.** 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.
- **10.** <u>VALIDITY</u>: 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.
- **11.** The terms, conditions and specifications mentioned in tender document shall be binding on the tenderers and no condition or stipulation contrary to the conditions shall be acceptable. It may please be noted that the tenderers 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.
- **12.** 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.
- **13.** Tenderers are also instructed to submit their tenders in properly arranged manner (with index , proper paging and with flags on important documents). Incomplete, lose, conditional or improper arranged tenders will not be accepted.
- **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 tenderers 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. <u>TENDER DOCUMENT FEE AND EARNEST MONEY</u>:

Each eligible contractor should submit Tender Document Fee and earnest money in the form of Demand Draft/Pay Order or RTGS/NEFT as mentioned in the NIT vide no 2399 / CREDA RO BILASPUR/CR/TENDER/2018-19Date 21.08.2018 in a separate envelope as prescribed at point no. 2 of page 6 else they will summarily be rejected and returned. Tender Document Fee, EMD submitted in any other form e.g. Cash/Bank Guarantee/ FDR/TDR etc shall not be accepted. [Exemption from EMD shall be given only to those companies who submit the competency certificate on which it should be clearly mentioned that, "the company registered in Chhattisgarh for manufacturing of that particular product"]

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. <u>PRICE</u>:

The prices quoted should be firm and F.O.R. destination including all taxes including GST and all duties, packing, forwarding freight, insurance and any other incidental charges. (VAT is exempted for solar items in the state of Chhattisgarh). Eligible contractor will have to submit break up of costs and taxes before execution of agreement with CREDA so as to ensure tax deposition as per Govt Rules accordingly. Pl note that "C" Forms/ Any Road Permit shall not be issued by CREDA.

20. 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.

21. TAX OBLIGATIONS:

TDS for Income Tax, Service Tax, Commercial 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 costs and taxes before execution of agreement with CREDA so as to ensure tax deposition as per Govt Rules accordingly.

22. JURISDICTION OF THE COURT:

Any dispute arising out of the contract shall be subject to the jurisdiction of High court Bilaspur.

GENERAL CONDITIONS OF CONTRACT

1. <u>DEFINITIONS</u>: 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 Executive Engineer , CREDA, R.O., Bilaspur ..

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 Executive Engineer, CREDA, R.O., Bilaspur, 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 Control Room.

"The Eligible Contractor" 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. <u>CONTRACT DOCUMENT</u>:

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. <u>MANNER OF EXECUTION</u>:

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 Contractor shall conduct a detailed survey of site and submit Site Clearance and 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 Superintending Engineer of Head office of CREDA for approval.
- iii) The Contractor shall start work within 15 days after the date of issue of work Order. Work order will be given to the chosen Contractor only after execution of the agreement with CREDA.

- iv) All the materials required for the construction of Control Room/ work 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.
- v) After successful completion of work and joint inspection will be done in presence of beneficiary, Contractor and CREDA and after successful completion of works and its approval from CREDA, then bill will be signed and the claim will be forwarded for payments as per guidelines and procedures of CREDA.

4. VARIATIONS, ADDITIONS & OMMISSIONS:

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 eligible 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 Contractor.

5. **INSPECTION DURING ERECTION:**

The Engineer in Charge or his authorized representative, shall be entitled at all reasonable times to inspect and supervise and test during construction work. Such inspection will not relieve the eligible 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 Contractor, if desired by CREDA.

6. <u>COMPLETION OF WORK:</u>

Time being the essence of contract, the construction of the Control Room/ shall be completed within the time schedule prescribed in the Work Order.

7. <u>CONTRACTOR'S DEFAULT LIABILITY</u>:

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

- (a) If in the opinion of the CREDA, the eligible 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 eligible 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 eligible contractor or agency upon such terms and in such a manner as it may deem appropriate and the eligible 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 Control Room/ 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 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. <u>FORCE MAJEURE</u>:

The eligible 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 problem 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 material of Control Room/ etc by the related vendors, to whom the tenderer has placed order, shall also not be treated as force majeure.

9. <u>REJECTION OF WORKS</u>:

In the event of any of the material supplied/ work done by the eligible 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/ work and advise the eligible contractor to rectify the same. The eligible contractor on receipt of such notices shall rectify or replace the defective material and rectify the work, free of cost. If the eligible 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 eligible contractor shall be liable for any loss/ damage sustained by CREDA due to defective work.

10. <u>EXTENSION OF THE TIME</u>:

If the completion of work is delayed due to any reason beyond the control of the eligible contractor, the eligible 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 Control Room/ 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 contractor has to ensure that equipments as per Technical Requirements of guidelines of CREDA as complied with. The material/works for which CREDA/MNRE or 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.

12. <u>WARRANTEE PERIOD</u>:

The work done/ material supplied by the eligible contractor should be warranted for satisfactory operation and against any defect in material and workmanship , at least for a period of 05(five) years, from the date of completion of works, including other works as per scope of work. 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 contractor. This warrantee must be an unconditional onsite warrantee and the eligible contractor will have to replace the defective material within 7days positively from the date of information given to him. Contractor shall have to give a toll free number to register complaints.

13. <u>TERMS OF PAYMENT</u>:

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

- a) 90% of the cost of Control Room, as per the work order, after completion of work as per specifications and drawings at site with proper handing over.
- b) 10% of the cost of Control Room, as per the work order, after one year from the date of satisfactory commissioning of the Control Room after ensuring satisfactory condition of Control Room or on submission of bank guarantee/FDR 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 Para 15 below.

14. <u>PENALTY FOR DELAY IN COMPLETION OF CONTRACT</u>:

If the eligible contractor fails to complete the erection & construction work etc, within the phased time schedule specified in the work order or any extension granted there to, CREDA will recover from the eligible contractor as penalty a sum of one percent (1.0%) of the work price of the uncompleted portion 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. <u>SECURITY DEPOSIT (SD)</u>:

10% of total amount of allotted work shall be retained by CREDA towards security deposit 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.

16. <u>INSURANCE</u>:

The eligible contractor shall arrange insurance coverage for the materials at his/beneficiary's custody for the work under execution and successful completion of work and subsequent handover to the beneficiary. The eligible 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. <u>PENALTY DUE FROM THE CONTRACTOR</u>:

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

18. <u>ELIGIBLE CONTRACTOR'S RESPONSIBILITY</u>:

Not withstanding anything mentioned in the specifications of subsequent approval or acceptance of the Control Room/ by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible contractor. If in any case the eligible 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 eligible contractor.

19. <u>**RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE**</u>:

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 contractor is responsible for the cause thereof or from any cause whatsoever, the eligible 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. <u>RESPONSIBILITY TOWARDS THE WORKMAN OR OUT SIDERS</u>:

The eligible 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 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 contractor. The eligible contractor shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.

21. <u>NON-ASSIGNMENTS</u>:

The eligible 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. <u>CERTIFICATES NOT TO AFFECT RIGHTS OF CREDA</u>:

The issuance of any certificate by CREDA or any extension of time granted by CREDA shall neither prejudice the rights of CREDA in terms of the contract nor shall they relieve the eligible contractor of his obligations for due performance of the contract.

23. <u>SETTLEMENT OF DISPUTES THROUGH ARBITRATION</u>:

- 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 contractor is made to CREDA. The decision of the CEO, 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.

<u>Compliance with Labour Regulations</u>- During continuance of contract, the contractor shall abide 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.

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.

26. <u>CORRESPONDENCE</u>:

- i. Any notice to the eligible 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 eligible contractor's principal place of business.
- ii. Any notice to CREDA shall be served to the Executive Engineer, CREDA RO BILASPUR in the same manner.

27. <u>SECRECY</u>:

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. <u>AGREEMENT</u>:

The successful eligible contractor shall have to enter into an agreement with the Executive Engineer, CREDA RO BILASPUR in the approved contract agreement form within 07 days of the receipt of call from CREDA.

29. <u>TENDER EVALUATION CRITERIA</u> :

- 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. If a bidder is not having sufficient MAAT(Minimum Annual Average Turnover), then he would be given choice to withdraw from one or more packages before opening of price bid.
- b) CREDA retains right to negotiate rates or other terms with L-1 of each package.
- c) Conditional tenders shall not be accepted.

30. ALLOCATION OF TARGETS AND AREA OF WORK :

The allocation of district wise quantities shall be done at approved rates to eligible bidders who has quoted lowest rates for that package.

If more than one bidders have offered same rates for a particular package, then the work will be divided equally among them.

31. EXTENSION IN SCOPE OF WORK

Up to 30% extension in work quantity can be awarded which will be binding on bidder up to 1 year from the date of award.

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

(Name, Signature & Seal of the Tenderer)

SCOPE OF WORK

The scope of work in brief will be as follows-

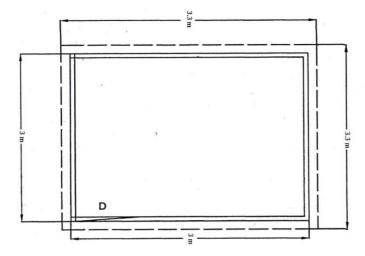
- 1. Survey of Sites, Construction of Foundation, Supply and Installation of Twin Wall Control Rooms as per design and specifications approved by CREDA, on turnkey basis. Tenderer shall have to take approval of layout, Bill of Materials and samples from CREDA prior to commencement of the work. Five years unconditional onsite 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 includes the followings:
 - Survey of Sites, Submission of site clearance certificate where the Control Room is to be constructed. A layout plan of the site should also be submitted clearly indicating the identified location for Construction of Control Room with Civil Work of Steel Structure Twin wall (Sandwich) insulated, Door and Ventilator for SPVPP of Cap. (01KW-10KW) as per design and Specification . Work order shall be issued only after receipt of satisfactory reports suitable for construction of Control Room. Contractors shall furnish all necessary information to beneficiary for Control Room Warrantee, Do & Don'ts etc. so as to avoid further misunderstandings and disputes.
 - Detailed planning of time bound smooth execution of project.
 - Designing, supply & Construction of Control Room with civil material Fabricated Trusses/Framed Structure, Door and Ventilator for SPVPP of Cap. (01KW-10KW) as per design and specifications approved by CREDA, on turnkey basis.
 - Unconditional onsite warrantee for manufacturing defects for Five years faultless operation, assure inventory for maintenance.
 - Risk liability of all personnel associated with implementation and realization of the project.

Specification for Control Room Building

Insulated twin wall sandwich control rooms for SPVPP

- 1. size: (A)3M X 3M, (B.) 3M X 4M, (C) 4MX 6M
- 2. insulation (Roof & Panels): PUF 40 mm Thick
- 3. Frame: square pipe;-
 - Size for main frame 72mmX 25mm(Min)X2.5MM thick
 - Supporting frame 72mm X 25 mm (Min.)X2.5mm thick
- 4. Exhaust fan: 40W/ 220V 250mm size,
- 5. Painting & bitumen tar/ silicon felting for longevity, durability and leak proofing
- 6. Roof Sheet. PUF 40 mm Thick,
- 7. Civil Work As per drawing attached.
- 8. Details are as follows:-
 - **Shell:** The shell is fabricated from tested quality steel duly welded, Comprising of base frame, peripheral structure self draining roof. Entry, doors and windows (as per requirement). The eight corners shell be sufficient strengthened to facilitate transportation lifting and placing.
 - Main Frame: The base frame shall be made of pressed mild steel rectangular pipe section. The main structural element shall be of 72mmX25mm(Min.)X2.5mm thick used in 12 edge of main frame with 72mmX25mmX2.5mm thick welded providing strength to the structure.
 - Side and end walls: All exterior wall shall be made up of 0.5 mm pre painted galvanized iron sheets with adequate 25-40 mm PUF insulation the steel free from corrosion, panels shall be vertically corrugated sheet shall be continuously screwed form face with structure so as to offer better strength to weight ratio. All gaps will be sealed at edges and at seams bottom etc to prevent ingress of moisture.
 - Flooring system: Finished PCC Floor with 75 mm PCC base,20mm metal base+50mm PCC(6mm/12mm)
 - Roof self draining type roof shell should be made out of 1mm MS Sheet with 40 mm PUF corrugated.
 - **Paint:** Epoxy zinc phosphate primer & synthetic eproxy paint for final 02 coats. Corrosion free and fire proof paints on the fabricated main frame before fixing of external sheets and internal panels.
 - Insulation: 25-40 mm thick PUF insulation shall be used for walls and same to be provided for roof.
 - Main Entry Door: The door shall be of internal opening type made out of the same material (as of walls) with door closing unit. The peripheral edges of the door shall be sealed to make it waterproof & leak proof. The door interior can be finished with same material matching with that of the inner house interior. The door shall be provided with locking arrangements with spate handles of both sides of the door as per requirement. Main door will be insulated and fitted with appropriate lock and tower bolt.
 - Aluminum Windows: Aluminum window sliding type shall be provided made of aluminum section; 4 mm thick, clean vision glazed panels are to be fitted to it as required.
 - Ventilator with louvers: Aluminum ventilator shall be provided made of aluminum section; 4 mm thick louvers of A.C.P. sheet are to be fitted too.
 - Exhaust fan: 40W/ 220V, 250 mm size should be provided.
 - Frames should be provided for hanging of ACDB/DCDB, junction box etc. and there should be proper arrangement for earthing of electrical instruments.
 - Brick Work below control room:
 - > PCC work: 100 mm thick (M 15) 400 mm below ground level,
 - > Brick Work: 200 thick brick work above PCC upto 400 mm above ground level,
 - > RCC Beam: 200 X 200 mm RCC beam, above brick work,

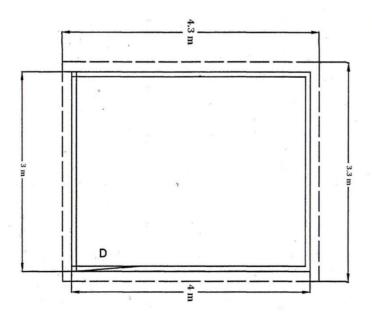
Drawings for Sandwich Control Room



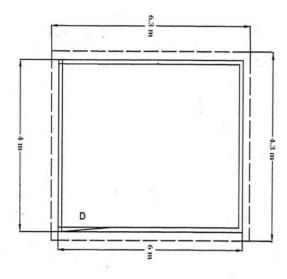
Layout Drawing for Portable Control Room Size 3 m x 3m

RCC PARAMETER – 3.3 m x 3.3 m x 6 " (HT) CABIN PARAMETER – 3 m x 3 m x 8"(HT) DOOR – 6'6" x 3'

Layout Drawing for Portable Control Room Size 3 m x 4 m

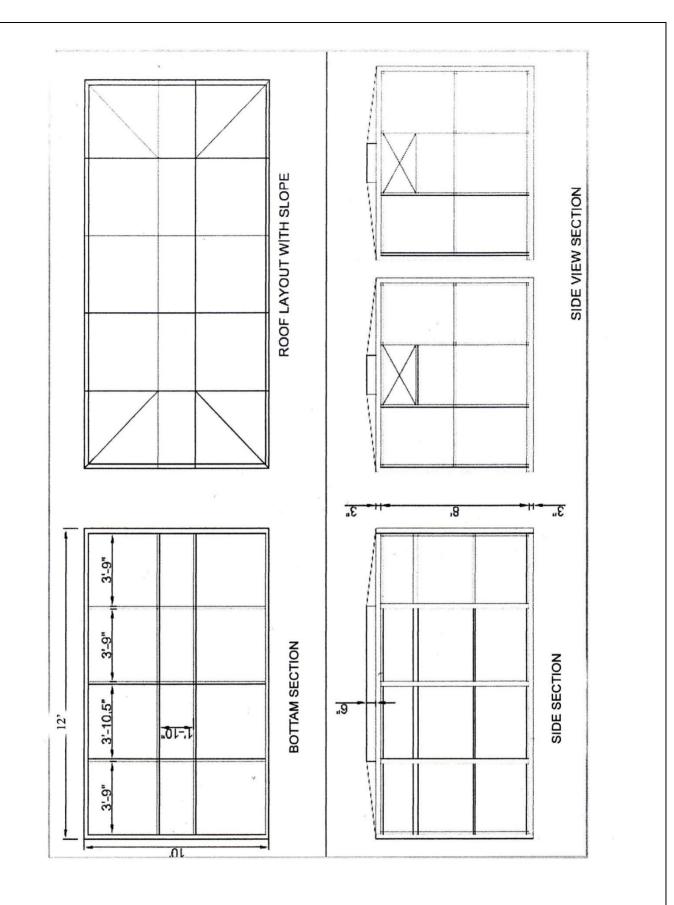


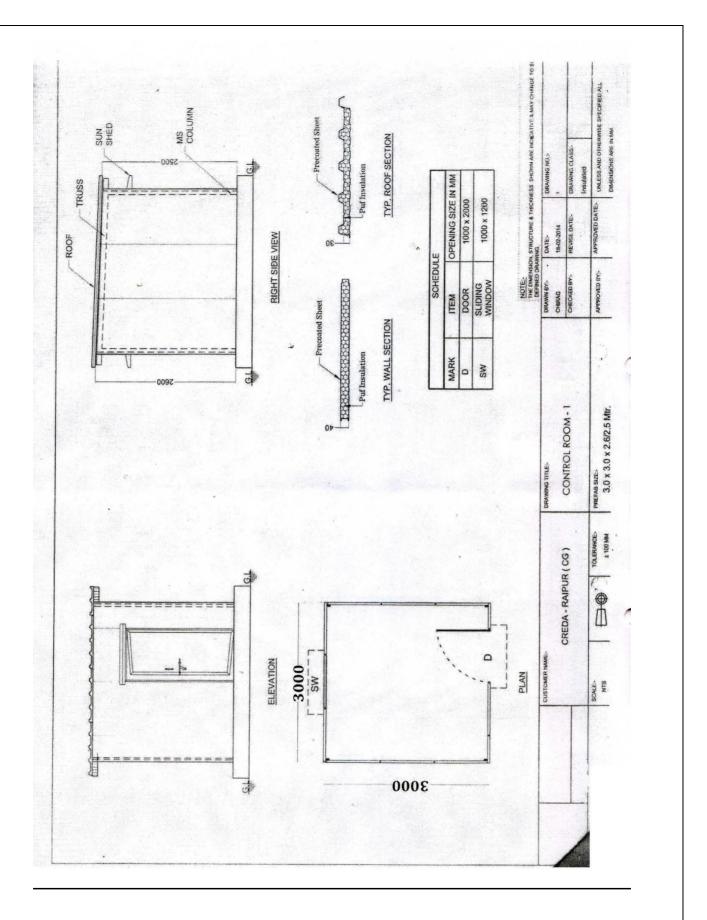
RCC PARAMETER – 3.3 m x 4.3 m x 6 " (HT) CABIN PARAMETER – 3 m x 4 m x 8' (HT) DOOR – 6'6" x 3'

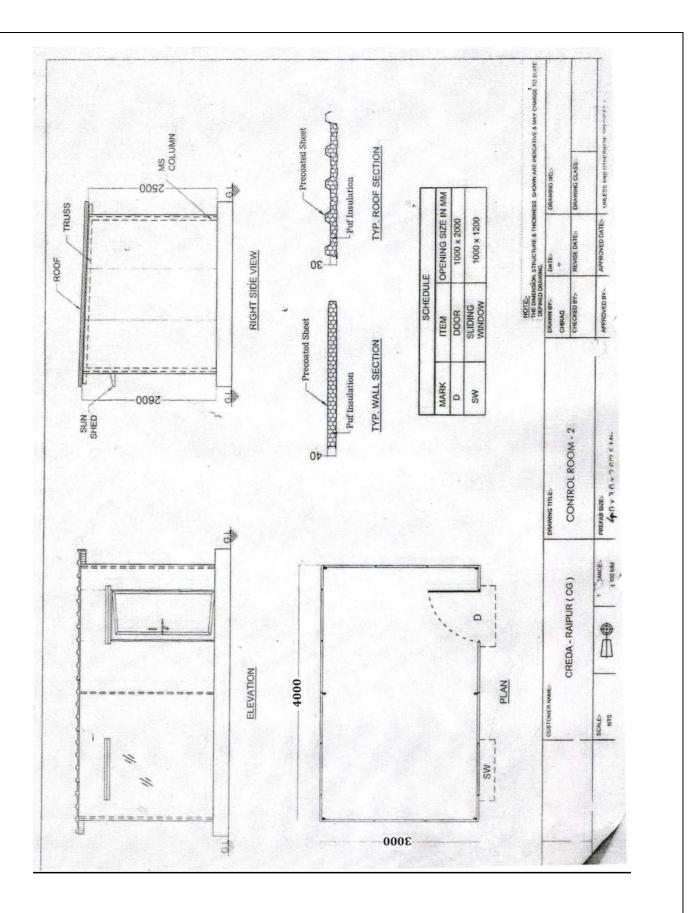


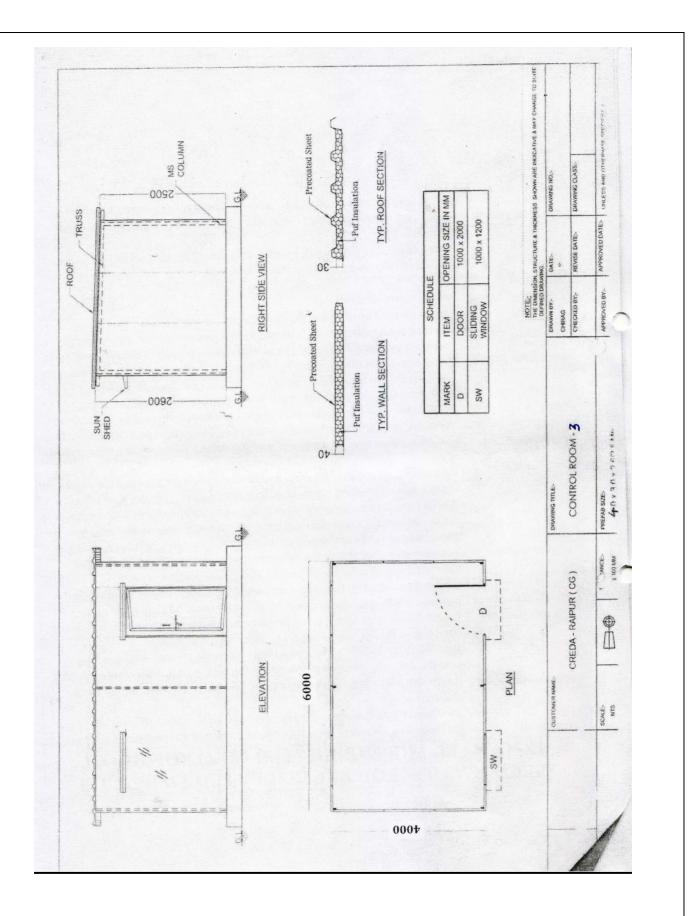
Layout Drawing for Portable Control Room Size 4 m x 6 m

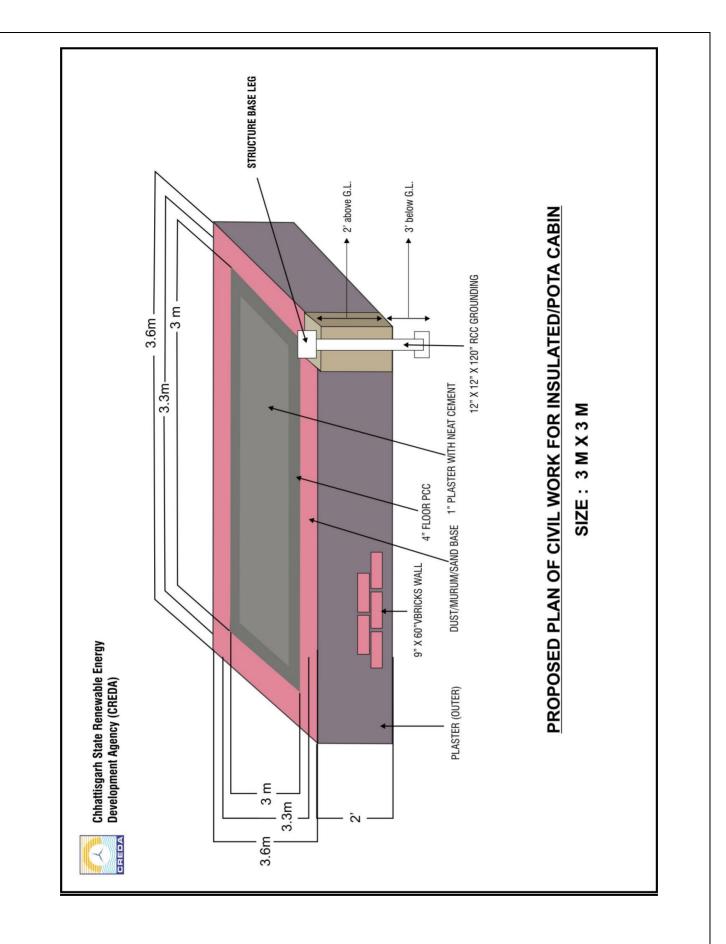
RCC PARAMETER - 4.3 m x 6.3 m x 6 " (HT) CABIN PARAMETER - 4 m x 6 m x 8' (HT) DOOR - 6'6" x 3'

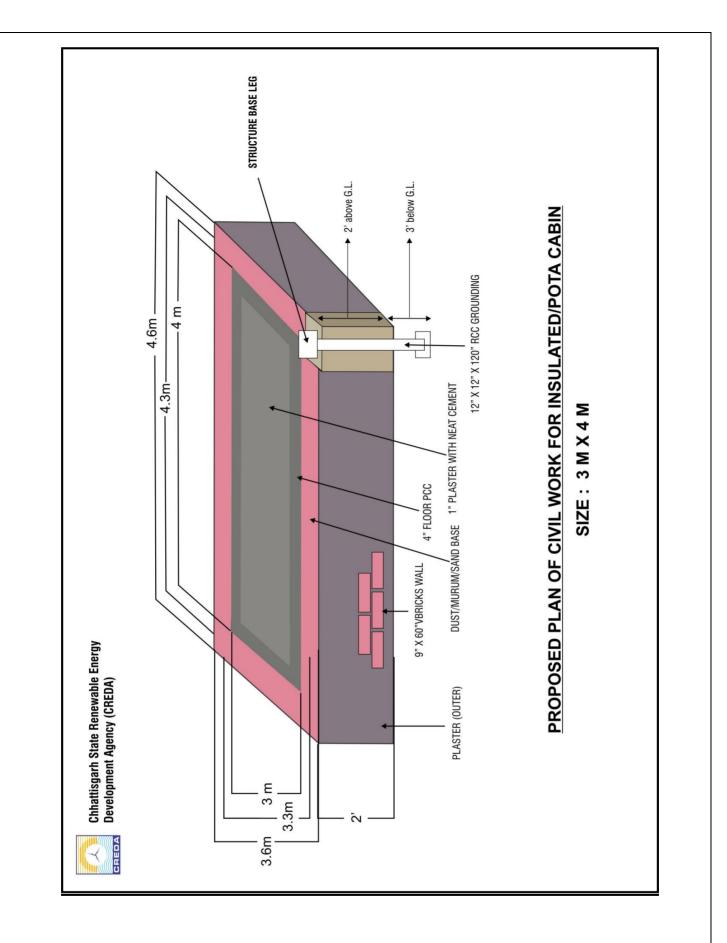


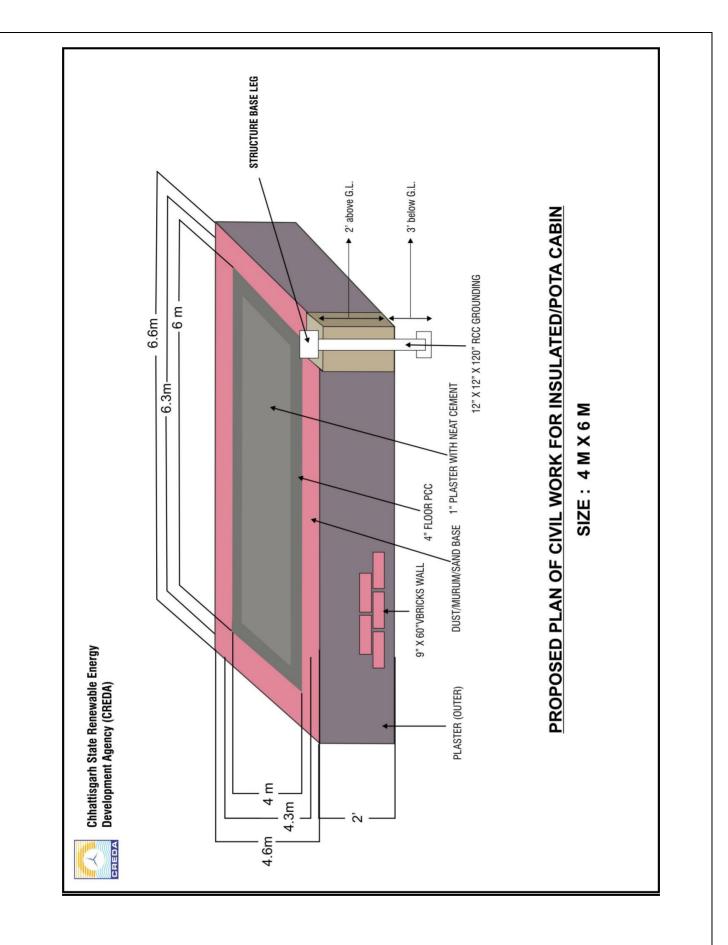












DETAILS OF SITES FOR, CONTROL ROOM FOR SPVPP:-

S.N.	District	Site Name	
		Vill- Chaparwa-1 Block- Lormi	
		Vill- Chaparwa-2 Block- Lormi	
		Vill-Ranjki-2 Block- Lormi	
		Vill- Achanakmar-5 Block- Lormi	
		Vill- Bahmni-2 Block- Lormi	
		Vill-Boiraha-2 Block- Lormi	
1	Mungeli	Vill-Bindawal-2 Block- Lormi	
		Vill- Atariya-2 Block- Lormi	
		Vill-Jakadbandha Block-Lormi	
		Vill- Surhi dongripara Block- Lormi	
		Vill- Jamunahi-2 Block- Lormi	
		Vill-Niwaskhar-2 Block- Lormi	
		Vill-Rapta, Block-Korba	
2	Korba	Vill- Balsendha Block-Korba Vill- Karimati Block-Podiuproda	

<u>For</u>

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 6 KW at 96 Volts as per Drawing at Location Rapta in Korba District of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lacs)	Total Package Cost (in lacs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 6KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	lakhs	lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 4 KW at 96 Volts as per Drawing at Location Balsendha in Korba District of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lacs)	Total Package Cost (in lacs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants upto 4 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	lakhs	lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 4 KW at 96 Volts as per Drawing at Location Karimati in Korba District of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lakhs)	Total Package Cost (in lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 4 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	lakhs	lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 5 KW at 96 Volts as per Drawing at Location in Bindawal-2 District of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lakhs)	Total Package Cost (in lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 5 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	lakhs	lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

<u>For</u>

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 3 KW at 48 Volts as per Drawing at Location in Chaparwa-1 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lakhs)	Total Package Cost (in lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 3 KW at 48 Volts as per Drawing and specifications (Size 3M X 3M)		lakhs	lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

<u>For</u>

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 1 KW at 48 Volts as per Drawing at Location in Chaparwa-2 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in Lakhs)	Total Package Cost (in Lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 1 KW at 48 Volts as per Drawing and specifications (Size 3M X 3M)	1	Lakhs	Lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 2 KW at 48 Volts as per Drawing at Location in Ranjki-2 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lakhs)	Total Package Cost (in lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 2 KW at 48 Volts as per Drawing and specifications (Size 3M X 3M)	1	Lakhs	Lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

<u>For</u>

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 3 KW at 48 Volts as per Drawing at Location in Achanakmar-5 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in Lakhs)	Total Package Cost (in Lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 3 KW at 48 Volts as per Drawing and specifications (Size 3M X 3M)	1	Lakhs	Lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION:

COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 2 KW at 48 Volts as per Drawing at Location in Bahmni-2 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (In Lakhs)	Total Package Cost (In Lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 2 KW at 48 Volts as per Drawing and specifications (Size 3M X 3M)	1	Lakhs	Lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 4 KW at 96 Volts as per Drawing at Location in Atariya-2 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in Lakhs)	Total Package Cost (in Lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 4 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	Lakhs	Lakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 6 KW at 96 Volts as per Drawing at Location in Jakadbandha District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lacs)	Total Package Cost (in lacs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 6 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	RsLakhs	RsLakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 6 KW at 96 Volts as per Drawing at Location in Surhi Dongripara District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in Lakhs)	Total Package Cost (in Lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 6 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	RsLakhs	RsLakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

<u>For</u>

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 4 KW at 96 Volts as per Drawing at Location in Jamunahi-2 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in Lakhs)	Total Package Cost (in Lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 6 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	RsLakhs	RsLakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

<u>For</u>

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 3 KW at 48 Volts as per Drawing at Location in Boiraha-2 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in Lakhs)	Total Package Cost (in Lakhs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 3 KW at 48 Volts as per Drawing and specifications (Size 3M X 3M)	1	RsLakhs	RsLakhs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

For

Fabrication, Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plant of 4 KW at 96 Volts as per Drawing at Location in Niwaskhar-2 District Mungeli of Chhattisgarh State.

No.	Description of Work	Qty	Total Unit Rates of Control Room (in lacs)	Total Package Cost (in lacs)
1	Supply and installation including Civil Work of Steel Structure Twin wall (Sandwich) insulated Control Room for SPV Power Plants of 4 KW at 96 Volts as per Drawing and specifications (Size 3M X 4M)	1	lacs	lacs

These Rates are inclusive of Excise, insurance, freight, loading, unloading, transportation and all taxes including GST and taxes applicable on civil works at site.

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

SINGATURE OF TENDERER:

NAME IN FULL:

DESIGNATION: COMPANY SEAL:

Agreement

This agreement is hereby made today the ------ day of ------ 2018 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 **Rajkishor Nagar Bilaspur** hereinafter called as "CREDA" the term which includes its successors, assigns and legal heirs; through Executive Engineer CREDA Regional office Bilaspur, on the other hand on the following terms and conditions:-

1. Whereas, the "CREDA" intends to do Control Room work for SOLAR POWER PLANT in District Korba and Mungeli of the state of Chhattisgarh (hereinafter called as "Supply & Installation on Turn Key Besis") or in District Bilaspur of Chhattisgarh had floated Tender No. 2399/ CREDA/CR/2017-18/21.08.2018 for Item Rate Tender & Contract for as per above tender. "Tenderer" had submitted their rates and agreed to supply/perform the "Work" to CREDA on the rates appended hereto in Annexure No. 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 **one year from the date of agreement** and the rates mentioned in Annexure -1

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 "CEO, 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 Tenderer

2------Company SEAL For and on behalf of CREDA