

CORRIGENDUM - 1**Ref : - NIT No. - 515/CREDA/SPV-PUMPS/SSY-VI/2021 Dated: 12-05-2021****Following amendments are made as per Pre-Bid Queries:-**

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
1	Page No. 5/ Check List	4. Copy of Registration: Certificate as System Integrator of CREDA in SPV Program valid for FY 2021-22. 10. Declaration of conflict of interest - by bidder about any relatives working with CREDA.	4. Copy of Registration: Certificate as System Integrator of CREDA in SPV Program valid at the time of submission of bid. 10. Declaration of conflict of interest - by bidder about any relatives working with CREDA and affidavit attached at "Annexure- A".
2	Page No.7: Undertaking Last Paragraph	I/We declare that none of our relatives is working in CREDA either on Regular/Contract/Placement basis or I/We don't have any partnership/ subcontract obligation with any employee working in CREDA at present directly or indirectly and we will not enter in such obligation in future also. If any breach of declaration is found than we will be responsible for our debarment and any other action taken by CREDA.	" I/We hereby state that we have provided information of our near relatives as stated in the affidavit attached at "Annexure- A"
3	Page No. 8/ Clause- 1.A	Tenderers of Chhattisgarh should have minimum direct experience of Supply and installation of 500 Nos. and that of other state should have minimum direct experience of supply and installation of 1000 Nos. of SPV Pumps under a Govt. Scheme of any state or Market Mode Scheme of CREDA for last three financial years i.e. 2018-19, 2019-20, 2020-21 & till 31.05.2021.	For Tenderers of Chhattisgarh, the minimum direct experience of supply and installation of SPV Irrigation Pumps under Saur Sujla Scheme of CREDA is amended as 300 nos. for last three financial years i.e. 2018-19, 2019-20, 2020-21 & till 31.05.2021. Other terms & conditions and Eligibility criteria will remain the same.

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
4	Page No. 8/ Clause- 1.E	<p>Tenderer must have valid test report of 3HP category and 5HP category of submersible and surface AC & DC pumps in their name i.e. total 08 test reports of solar pumping system separately in their names are mandatory for the eligibility to participate in the Tender. They will have to provide copy of such test report of their SPV Pumps as per Ministry of New & Renewable Energy (MNRE) Specifications from Solar Energy Test Centre or any other test centre accredited by NABL. For other than the above configuration if Bidders wants to submit acknowledgement of any category for future reference / requirement, they may submit Acknowledgement of submission of materials along with make, capacity & numbers of Solar Module, Controller & AC / DC Surface / Submersible Pumps, fee receipt as per Ministry of New & Renewable Energy (MNRE) Specifications from Solar Energy Test Centre or any other test centre accredited by NABL but they can't quote rate/price. Bidders shall be required to submit the approved test certificates before raising claim for payment else payment shall not be made to them. Bidder should have test certificate for the offered pumps valid at the time of opening of the bid as per specifications mentioned in this Tender document and guidelines issued by MNRE vide letter no.41/3/2018-SPV Division dated:17th July 2019.</p>	<p>Additional- Bidders who are having minimum 04 valid test reports of any 04 categories out of 08 categories and acknowledgement for the rest categories from MNRE/NABL accredited test centers at the time of submission of tender, are eligible/allowed to participate in this tender but not eligible/allowed to quote Rate/Prices. CREDA Shall award work on L-1 rates, subjected to the submission of valid test reports of all 08 categories/configuration of pumps in their name at the time of agreement. If Bidder fails to produce all the 08 valid Test Reports on the due date of agreement, he will be disqualified without any intimation.</p>

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
5	Page No. 8/ Clause-1	ELIGIBILITY CRITERIA 1A to 1F:	<p>Additional Eligibility Criteria-</p> <p>1.G- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:</p> <p>(I) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or</p> <p>(II) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion litigation history, or financial failures etc; and/or</p> <p>(III) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to CREDA.</p>
6	Page No. 9/ Clause-2	<p>CONSORTIUM- Consortium will be allowed in this Tender up to 2 partners subject to fulfilling following criteria-</p> <p>(i) Both the partners should jointly fulfil eligibility criteria as per clause 1A, 1B, 1D and 1E.</p> <p>(ii) The lead partner should fulfil criteria as per clause 1C individually and other partner should have Positive Net worth as on 31st March 2020. For Positive Net worth of other partner, Audited balance sheet/ CA certificate must be enclosed.</p> <p>(iii) Both the partners should individually fulfil criteria of 1F.</p> <p>(iv) If either partner submits any alternate / individual bid then both bids (individual & consortium) shall be rejected.</p> <p>(v) The Consortium agreement notarized in Non Judicial stamp paper of Rs.100 as per draft given in annexure-"III" must be submitted along with the bid documents. Otherwise bid shall be rejected.</p>	<p>CONSORTIUM- There shall be a consortium for the contract bid in the constituent firms indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause the most experienced partner will be the lead partner. The copy of the Consortium Agreement in accordance with requirements mentioned in Annexure-B (enclosed). Lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting a Power of Attorney signed by the second partner. Consortium will be allowed in this Tender up to 2 partners subject to fulfilling following criteria-</p> <p>(i) Both the partners shall jointly fulfil eligibility criteria as per clause 1A, 1B, 1D and 1E. The Lead partner shall meet not less than 50% of Eligibility criteria mentioned per clause 1A, 1B, 1D and 1E.</p> <p>(ii) The lead partner shall fulfil criteria as per clause 1C individually and other partner should have Positive Net worth as on 31st March 2020 or 31st March 2021. For Positive Net worth of other partner, Audited balance sheet/ CA certificate must be enclosed.</p> <p>(iii) Both the partners shall individually fulfil criteria of 1F and 1G.</p>

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
		<p>(vi) In Consortium if one or both the partners are from Chhattisgarh then they should have minimum experience of 500 pumps and if both the partners are from outside the state then they should have minimum experience of 1000 pumps.</p> <p>(vii) The lead partner of consortium will be solely responsible for any liability, penalty, COMC and other terms and conditions mentioned in this tender document.</p>	<p>(iv) If either partner submits any alternate / individual bid then both bids (individual & consortium) shall be rejected.</p> <p>(v) In Consortium if one or both the partners are from Chhattisgarh then they should have minimum experience of 500 pumps and if both the partners are from outside the state then they should have minimum experience of 1000 pumps.</p> <p>(vi) The lead partner of consortium will be solely responsible for any liability, penalty, COMC and other terms and conditions mentioned in this tender document. In event of default by any partner in the execution of his part of contract, both the partners shall be debarred from the tender, execution of Work and empanelment list of CREDA.</p> <p>(vii) Notwithstanding the permission to assigning the responsibilities of defaulting partner above, both the partner of consortium will retain the full and undivided responsibility for the performance of their obligations under the bid.</p> <p>(viii) Both the partners shall be registered in CREDA. Otherwise consortium bid/bidders shall be disqualified.</p> <p>(ix) The bid submitted, shall include all the relevant information as required, shall be furnished separately for each partner like Affidavit-A mentioning information of relatives etc., experience certificates, schedule-I and all other information mentioned in this tender document applicable to Consortium Partner. In case of fails to do, bid shall be rejected.</p> <p>(x) After successful completion of the work experience certificate shall be given by CREDA in accordance with the percentage of participation.</p> <p>(xi) Consortium agreement attached as Annexure- B (enclosed). shall be submitted on a non judicial stamp paper of Rs. 100 and shall be attested by Magistrate/Sub-judge/Notary. Otherwise bid shall be rejected.</p>
7	Page No. 12/ Clause- 12	Bid shall be rejected of all those bidders who are not registered with CREDA.	Bid shall be rejected of all those bidders who are not registered with CREDA at the time of submission of bid

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
8	Page No. 14/ Clause-23 (as per Notice-02)	Tenderers will have to provide samples of their Module, Pump, Controller, LA & Chemical Earthing Kit, B.O.S. and Structure etc. as per MNRE/ CREDA's specifications along with valid test report/ acknowledgement should be submitted for examination from 10:00 AM to 05:00 PM dated 03.06.2021 at Energy Education Park, VIP Road, Raipur. These samples shall be examined by Technical Committee of CREDA and will issue satisfactory certificate for each item to individual bidder. The bidders must submit this certificate in technical bid document of the tender will remain same.	<p>Additional-</p> <ol style="list-style-type: none"> 1. Sample submission is not mandatory for Startup & New Entrepreneur but their presence with MAF & Test Report is mandatory. 2. Other bidder shall submit their samples along with MAF, Test Reports and their registration certificate in CREDA as scheduled in the tender. <p>Other terms remain same.</p>
9	Page No. 15/ Clause-25	<p>MANDATORY DEDUCTION -</p> <p>One Percentage of the cost of installation of pump including civil work will be deducted from the Payment and will be deposited in the account of CHHATTISGARH BHAWAN EVAM ANYA SANNIRMAN KARMKAR MANDAL. The bidder shall have to provide list of labours/manpower engaged for the execution of work to the Engineer-in-charge of CREDA. (As per CG Govt.'s Notification 1996)</p>	<p>Additional-</p> <p>This deduction is the one percent of cost of installation only and it is mandatory to deposit to concerned department as per state govt. notification. So while quoting the financial bid, keep this in mind.</p> <p>Other terms remain same.</p>
10	Page No. 15	Additional Clause-29	<p>Additional Clause-29</p> <p>Corrupt or Fraudulent Practices-</p> <ol style="list-style-type: none"> 1. The CREDA requires the Bidder/SI to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988. 2. It is required that each Bidder/SI (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or become aware, during the tendering process and throughout the negotiation or award of a contract.

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
11	Page No. 19/ Clause-12 (III)	Successful SI upon issue of LOI must submit Manufacture Authorization Form (MAF) From manufacture of Solar pump/ Controller/ Module which it is intending to use during installation guarantee at least five year warrantee of pump and controller and at least 10 year warrantee on module, before installation of pump, no payment shall be made if he fails to do so	Additional- MAF of major components shall be submitted at the time of sample submission on 03.06.2021 and the same shall be submitted with technical bid also. No need to submit with LOI. Other terms remain same.
12	Page No. 20/ Clause-13. H (i)	Preventive / Routine Maintenance: This shall be done by the contractor at least once every three month and shall include activities such as cleaning and checking the health of the SPV Pump, cleaning of module surface fortnightly positively, tightening of all electrical connections, changing of tilt angle of module mounting structure, and any other activity that may be required for proper functioning of the SPV Pump as a whole.	Preventive / Routine Maintenance: This shall be done by the contractor at least once in every three month and shall include activities such as cleaning and checking the health of the SPV Pump, cleaning of module surface, tightening of all electrical connections, changing of tilt angle of module mounting structure, and any other activity that may be required for proper functioning of the SPV Pump as a whole.
13	Page No. 20/ Clause-13. H (ii)	Breakdown / Corrective maintenance: Whenever a complaint is lodged by the user/CREDA, the bidder shall attend to the same within a reasonable period of time (not exceeding 07 days from the date of complaint) and rectify the defects, period. Replacement of the defective component/ spares if required as-when such requirement would arise. The replacement work shall be carried out within the specified time limit i.e. maximum 30 days . It is mandatory that the contractor shall submit a certificate, about the rectification/replacement work done, from the concerning beneficiary(s) to the DO, failing which it will be assumed that the contractor has not performed its duties.	Breakdown / Corrective maintenance: Whenever a complaint is lodged by the user/CREDA, the bidder shall attend to the same within a reasonable period of time (not exceeding 07 days from the date of complaint) and rectify the defects, period. Replacement of the defective component/ spares if required as and when such requirement would arise. The replacement work shall be carried out within the specified time limit i.e. maximum 7 days for minor replacement/repair and 15 days for major replacement/repair. It is mandatory that the contractor shall submit a certificate, about the rectification/replacement work done, from the concerning beneficiary(s) to the DO, failing which it will be assumed that the contractor has not performed its duties. Major and minor replacement/repair shall be defined by CREDA separately.

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
14	Page No. 20/ Clause-14	<p>TERMS OF PAYMENT - The following terms of payment shall apply for the tender -</p> <p>A. 95% of the cost as per the sanction order after satisfactory supply, installation, commissioning & performance test of the SPV Pumps at site with proper handing over.</p> <p>B. Balance 5% of the cost shall be retained by CREDA as Security Deposit for a period of 60 months from date of commissioning.</p>	<p>TERMS OF PAYMENT - Due to COVID-19 the following terms of payment shall apply for the tender -</p> <p>A. 97% of the cost as per the sanction order after satisfactory supply, installation, commissioning & performance test of the SPV Pumps at site with proper handing over.</p> <p>B. Balance 3% of the cost shall be retained by CREDA as Security Deposit for a period of 60 months from date of commissioning.</p>
15	Page No. 20/ Clause-15	<p>If the eligible SI fails to complete the assigned work within the schedule time specified in the sanction order or any extension granted there to, CREDA will recover from the SI as penalty a sum of half percent (0.5%) of the system price excluding GST/Tax for every delayed system per week. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed 10% (Ten Percent) of the cost.</p>	<p>If the eligible SI fails to complete the assigned work within the schedule time specified in the sanction order or any extension granted there to, CREDA will recover from the SI as penalty a sum of half percent (0.5%) of the system price excluding GST/Tax for every delayed system per week. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed 5% (Five Percent) of the cost.</p>
16	Page No. 23/ Clause-31	<p>DECLARATION OF CONFLICT OF INTEREST - Any Regular employee / Working or worked on basis of contract or placement agency cannot work directly or indirectly in any scheme of CREDA. If any SI found then or sublet the work shall be blacklisted for 3 years.</p>	<p>DECLARATION OF CONFLICT OF INTEREST - A. The SI Shall not be permitted to Bid for the work if the section of HO CREDA (responsible for implementation of work) in which his near relative is posted. Furthermore Successful Bidder shall not be given work in the district in which his near relative is posted. Bidder Shall also intimate the names of his near relatives working in the CREDA. Bidder shall also intimate the name of persons who are working with him in any capacity and who are near relatives to any employee in CREDA. Any breach of this condition by SI would render himself liable to be blacklisted for three years and removed from approved list of SI.</p> <p>Note:- By the term near relatives is meant Wife, Husband, Parents and son , Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law etc.</p>

S. No.	Page No./ Ref. Clause	Original Version	Amendment/Addendum/Clarification
			B. Bidder must produce an affidavit (Annexure-A) stating the names of retired/removed employee of CREDA (if any) in his employment who retired /removed within last two years. if in case there is no such person in his employment, his affidavit should clearly state this fact. This affidavit is mandatory, if it is not produced along with the bid, the bid shall be rejected.
17	Page No. 26/ Clause-2 (vi)	Minimum 1 test report of complete system with certified solar panel, solar pump and controller shall be submitted before payment.	This clause is deleted.
18	Page No. 51: Agreement third from the Last Paragraph	I/We declare that none of our relatives is working in CREDA either on Regular/Contract/Placement basis or I/We dont have any partnership/subcontract obligation with any employee working in CREDA at present directly or indirectly and we will not enter in such obligation in future also. If any breach of declaration is found than we will be responsible for our debarment and any other action taken by CREDA.	" I/we hereby state that we have provided information of our near relatives as stated in the affidavit attached at "Annexure- A"
19	Page No. 52- 54: CONSORTIUM AGREEMENT	Annexure-III : CONSORTIUM AGREEMENT	Annexure- B: CONSORTIUM AGREEMENT (enclosed)

Note-

- All above amendments will be applicable for every clause having same point (co-related) in tender document.
- All other terms and conditions will remain same as per tender document.

Annexure- “A”

FORMAT FOR THE AFFIDAVIT

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

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

1. I hereby certify that all the information furnished with the bid submitted in response to notice inviting bid number 515/CREDA/SPV-PUMPS/SSY-VI/2021 Dated: 12-05-2021 issued by Chhattisgarh State Renewable Energy Development Agency (CREDA) (authority inviting bids) for Saur Sujla Scheme Phase-VI (name and identification of work) are true and correct.
2. I hereby certify that I have been authorized by..... (Company name) to sign on their behalf, the bid mentioned in sr.no.1 above.*
3. Information furnished in the bidding documents is correct in all respects to the best of my knowledge and belief.
4. The near relations as per clause 31(A), in CREDA, are not in employment of the firm/company. (Note:-By the term near relatives is meant Wife, Husband, Parents and Son, Brother, Sister, Brother-in-law, Father-in-law, Mother-in-law etc.) (if working mention the name/names)
.....
.....
5. The name of near relative (if any) as per Clause 31(B) who retired/removed within the last two years. (If None, clearly State None)
.....
.....
6. No near relative is working as Financial Accountant in the CREDA. (if working mention the name)
.....
.....

7. No person is working in the company in any capacity, who are near relatives to any Officer in Chhattisgarh State Renewable Energy Development Agency (CREDA) (If working mention the name)

.....
.....

8. Our company/firm/ or otherwise is not under the clarification of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government. as mention in clause 1(F) of tender document.

9. I hereby authorize the CREDA Officials to get all the documents verified from appropriate sources (s).

Deponent

Place :

Date :

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

Verification

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

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

Deponent

CONSORTIUM AGREEMENT

This Consortium Agreement executed on this Day of 2021

BETWEEN

M/S, a Company/Proprietorship Firm/Partnership Firm incorporate under the Law of companies Act 1956/2013 and having its registered/principal office at (GST No.....) through its proprietor S/o (herein after called the "Partner-I"/ "Lead Partner" which expression shall include its successors, executors and permitted assigns)

AND

M/s a Company/Proprietorship Firm/ Partnership Firm under Firm (GST No.) and having its registered/principal office at Through its Partner Mr. S/o (herein after called the "Partner-II"/"Second Partner" which expression shall include its successors, executors and permitted assigns)

This agreement is for the purposes of submission of bid as per the **TENDER DOCUMENT NO. 515 dated 12.05.2021** and entering into a contract in case of award for the work of Survey, Design, Supply, Installation & Commissioning of Solar Photo Voltaic Irrigation Pumps of various capacities with five years onsite warrantee, COMC & insurance anywhere in the state of Chhattisgarh for **SAUR SUJLA YOJNA** of **CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY (CREDA)**

AND WHEREAS as per Tender document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

NOW THIS INDENTURE WITNESSETH AS UNDER -

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be "..... /" "Consortium."
2. FORMATION AND PRINCIPLE PLACE OF BUSINESS

FORMATION -

The partner of the consortium do hereby form a Consortium pursuant to the laws of state of Chhattisgarh in order for the consortium to carry on the purposes for which provision is made herein

PRINCIPAL PLACE OF BUSINESS -

The Consortium Partner shall maintain principal place of business at The partners of the consortium may re-locate its office from time to time or have additional offices as the partners may determine

3. PURPOSE OF THE CONSORTIUM -

The object of the consortium to bid and perform Tender No. 515/CREDA/SPV-PUMPS/SSY-VI/2021 dated: 12.05.2021 from CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY (CREDA) For Survey, Design, Supply, Installation & Commissioning of Solar Photo Voltaic Irrigation Pumps of Various Capacities with Five Years on Site warrantee, COMC & Insurance anywhere in the state of Chhattisgarh for SOUR SUJLA YOJNA and to deal with the same in any manner what so ever.

4. TERM -

The term of the consortium shall commence as of the date hereof and shall be terminated and dissolved upon the earliest to occur of (i) on mutual understanding of partners by executing separate agreement regarding dissolution of consortium (ii) the unanimous agreement of the partners (iii) the order of a court of competent jurisdiction (iv) Competition of the above mention tender

5. PERCENTAGE OF PARTICIPATION -

CONSORTIUM PARTNER	PARTNER	PERCENTAGE
1) M/S	Lead Partner (Partner 1)
2) M/s	Other Partner (Partner 2)
TOTAL -		

6. PARTICIPATION -

Both the partners have decided to perform the above mention work of CREDA in their above proportionate work.

7. The Lead Member is hereby authorized by the second Member of the Consortium to bind the Consortium and receive instructions for and on their behalf. For this purpose second member will submit a duly signed Power of Attorney.
8. The lead partner of consortium will be solely responsible for any liability, penalty, COMC and other terms and conditions mentioned in this tender document.
9. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the members of the Consortium in discharging all of their respective obligations. Furthermore lead member shall be liable for fulfillment of each terms and conditions of the tender document. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
10. Subject to the terms of this Agreement, the all member shall be responsible for providing technical and financial support and responsible for execution of project as per agreement to be signed.
11. In case of any breach of the said Contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
12. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/ plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner and Second Partner of these presents undertake to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demur.

- 13.** The financial liability of the partners to this Consortium Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.
- 14.** This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Raipur (C.G.) shall have exclusive jurisdiction in all matters arising there under.
- 15.** It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first above mentioned.

FOR, M/s

FOR, M/s

(MR.)
Lead Partner/Partner-1

(MR.)
Other Partner/Partner-2

WITNESS -
1.....
2.....

WITNESS -
1.....
2.....