



Chhattisgarh State Renewable Energy Development Agency(CREDA)

Website : <https://creda.co.in/>

VIP road (Airport road), Near Energy Education Park, Raipur (C.G.)

E-mail: credatendercell@gmail.com Contact No.: 88392-85325

Tender No.158450/CREDA/HOR/EEP/2024-25

Date: 09.09.2024

CREDA invites Expression of Interest (EoI) cum QCBS E-Tender from the experienced firm for standardization of rates for survey, design , drawing, estimation, preparation of DPR, plan, BOQs and execution of work etc for Renovation of Energy Education Park at Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.)

Schedules of Tender:-

Particulars	From Date & Time	To Date & Time	Place
Date of issue of notice inviting EoI Cum QCBS Tender	09.09.2024 05:00 PM	---	-
Period of availability of bidding document at website	09.09.2024 05:00 PM	10.10.2024 05:00 PM	www.creda.co.in/Tenders https://eproc.cgstate.gov.in
Submission of Pre-bid queries in writing	09.09.2024 05:00 PM	16.09.2024 05:00 PM	To be submitted hard copy at CREDA, HO Raipur or through email at credatendercell@gmail.com
Submission of online Bid (Technical + e- Price Bid) and submission of documents in hard copy	09.09.2024 05:00 PM	10.10.2024 05:00 PM	https://eproc.cgstate.gov.in
Opening of Technical Bid EoI Cum QCBS Tender	14.10.2024 12:00 PM		At CREDA, HO Raipur (https://eproc.cgstate.gov.in)
Presentation of shortlisted eligible bidder	16.10.2024 12:00 PM		At CREDA, HO Raipur
Opening of e-financial bid of Technically qualified Bidders	18.10.2024 03:00 PM		At CREDA, HO Raipur

Note: If any govt. holiday declared, above mentioned activities will be carried out on next working day.

- EOI cum QCBS E- Tender can be download from CREDA Website <https://creda.co.in> or from Chhattisgarh e- Procurement portal i.e. <https://eproc.cgstate.gov.in> and the EoI Cum QCBS Tender should have enclosed processing fees (non-refundable) of Rs.11,800/- (Eleven Thousand Eight Hundred only) [including GST] & EMD (Refundable as applicable) Rs.2.00 Lacs/- (Rupees Two Lacs only) in favour of "CREDA" Payable at Raipur, in form of D.D./Pay order or RTGS/NFT.
- Bids received without or with inadequate EoI Cum QCBS Tender processing fees and EMD shall be liable to be rejected.
- If any amendment done in this EoI Cum QCBS Tender shall only be notified through CREDA website i.e. <https://creda.co.in> and Chhattisgarh e-Procurement portal i.e. <https://eproc.cgstate.gov.in>



**CHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT
AGENCY (CREDA)**

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NIT No. 8100/CREDA/HOR/EEP/2024-25

Dated: 09-09-2024

NOTICE INVITING TENDER

CREDA invites online Expression of Interest (EoI) cum QCBS e-tender for standardization of rates from the experienced firm for survey, design, drawing, estimation, preparation of DPR, plan, BOQs and execution of work etc for Renovation of Energy Education Park at Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.)

SN	Description of Items	EMD	Cost of EoI Document
1	CREDA invites online Expression of Interest (EoI) cum QCBS- e-tender for standardization of rates from the experienced firm for survey, design, drawing, estimation, preparation of DPR, plan, BOQs and execution of work etc for Renovation of Energy Education Park at Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.)	Rs. 2,00,000/-	Rs.11,800/- (including GST)

Estimated Total Project Cost – Approx. 1.00 Crore (Incl. GST)

The quantity of Items mentioned in the (EoI) cum QCBS tender may vary as per actual site requirement, conditions and demand.

Important Events and time schedule for this Bid are as follows–

Particulars	From Date & Time	To Date & Time	Place
Date of issue of notice inviting EoI Cum QCBS Tender	09.09.2024 05:00 PM	---	----
Period of availability of bidding document at website	09.09.2024 05:00 PM	10.10.2024 05:00 PM	www.creda.co.in/Tenders https://eproc.cgstate.gov.in
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Technical & Price Bid shall be submitted online only at <https://eproc.cgstate.gov.in>. However Technical bid (As per the check list) also has to be submitted duly signed hard copy at Superintending Engineer (RE –I). If there is any discrepancy in the e-Bid and hard copy, only the documents in e-bid shall be valid. **In no case the hard copy of documents shall be evaluated, they are only for record keeping by CREDA.** Bidders are advised to follow the instructions provided for Registration and e-Submission Process accordingly. (For any query about e-bidding please visit user manual at <https://eproc.cgstate.gov.in>).

Details of this tender are mentioned at Tender Documents which can be downloaded from our website-www.creda.co.in.

The Bidder should have to deposit Tender document cost along with EMD as mentioned above through Demand Draft/Pay Order or NEFT/RTGS payable to CREDA Raipur while submitting tender.



Bidders are requested to submit their suggestions/objections/ reservations if any with details so as to avoid any confusion and to ensure clarity and transparency regarding the Bid in writing or by e- mail.

The Bidder needs to present a power point presentation of the conceptual design, idea for renovation of Energy Education Park, Bastar Haat, Vill Ghatlohanga- District-Bastar at CREDA, Head office, Raipur.

Any Addendum/Corrigendum/Amendment Notice if arises will only be uploaded on CREDA's Website.

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

**Superintending Engineer
Tender Cell,
H.O. CREDA, Raipur (CG)**

**CHECK LIST OF DOCUMENTS TO BE UPLOADED IN THE E BIDDING PORTAL**

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

Sl. No.	Envelope	Description	Value/ Number/ Amount	Remark
1.	A. Pre- Qualification	Earnest Money Deposit EMD + Tender Document Fee submission Form of the bidder confirmed by CREDA		
2.		Scanned Copy of Undertaking of the Bidder as mentioned on of the tender document on the letter head of bidder		
3.		Scanned copy of original EoI) cum QCBS e-tender document duly signed & withstamp on each page, as a confirmation of acceptance of the Terms &Conditions (T&C).		
4.		PAN,GSTIN issued in the name of the Bidder		
5.		Self-certificate from Bidder on not being a debarred from Government contract or a black listed company.		
6.		Declaration of conflict of interest-by bidder about any relatives working with CREDA and Affidavit (Annexure-VI) (Hard Copy to be submitted as per Clause 4d, Section – 1)		
7.		Bidder must have a Registered Office in Chhattisgarh State. The office can be randomly inspected by CREDA officers time to time.		
8.		Copy of valid Registration certificate as SI/ Contractor issued by CREDA.		
9.	B. Technical Qualification	Original Net Worth Certificate duly signed by Chartered Accountant as on 31.03.2023/31.03.2024		
10.		Self-attested copy of original certificate for last three financial years Turnover i.e. 2020-21, 2021-22, 2022-23/2023-24		
11.		Self-attested copy of Copy of Original ITRs for last three Financial Years i.e. 2020-21, 2021-22, 2022-23/2023-24 of the Bidder.		
12.		Bidder having experience in last 5 years or above. Experience Certificates should be in annexed format (as per annexure-“B”) in last five financial year i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.		

Note:- Bidders shall have to also submit the self attested copy of original documents as mentioned above.



Details of EMD and Tender Document Fee

Name of A/c	CREDA
Bank & Branch Name	ICICI Bank, Pachpedi Naka, Raipur
Bank Account Number	134601000400
Branch IFSC Code	ICIC0001346
Tender No. and Date	
Name of the Bidder	
Bidder's Bank Account Details	
(i) Name of the bank	
(ii) Branch	
(iii) IFSC Code	
(iv) Account No.	
(v) Transaction reference number	EMD - _____; Bid Document Fee - _____
(vi) Date of transaction	EMD - _____; Bid Document Fee - _____
(vii) EMD	Rs /- In Words (Rs.....)
(viii) Bid Document Fee	Rs /- In Words (Rs.....)

(Sign & Seal of the bidder)

***NOTE –**

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

2. ELIGIBILITY CRITERIA

1. **Bidder must have a valid registration in CREDA as SI/Contractor.**
 2. Bidder must have experience of minimum 10 Nos. of related works in civil construction/ structural work/ renewable energy field like construction of control room, elevated structure etc. under any Govt. organization. Experience Certificates should be in annexed format (as per annexure-“B”) only or other format containing similar information as in attached format (Annexure -B) shall be considered only in case of submitted in Hindi/English language only.
 3. Work Experience: Shall have rendered execution of any kind of work mentioned in point no 2. for total cumulated costing of Rs. 1.00 Crore.
 4. Bidders must have a **Net worth** of minimum Rs. 50.00 Lacs on 31st March 2023/ 2024. They shall have to submit a copy of certificate duly signed by a qualified and registered Chartered Accountant as a proof.
 5. Bidders should have an aggregate **turnover** of minimum Rs. 5.00 Crores in any three years from FY i.e. 2020-21, 2021-22, 2022-23/ 2023-24. Bidders are requested to submit a copy of required aggregate turnover certificate duly signed by a qualified and registered Chartered Accountant along with audited statements.
 6. Bidders who are debarred from business by Govt. /Govt. Agency in any state would not be eligible to participate in this bid. A self-declaration should be submitted by the bidder to this effect, failing which bid shall be rejected.
 7. Bidder must have a Registered Office in Chhattisgarh State. The office can be randomly inspected by CREDA officers time to time.
- Bidders must fulfill all the fore mentioned eligibility criteria from point no.1 to point no.7.

3. ASSESSMENT OF BIDDER

The assessment will be done as per following:

A. Technical Assessment: (Total 40Marks)

Sr.	Particular	Marks	
		Total Marks	Obtained Marks by Bidder
1.	Experience of minimum 10 Nos. of related works Under any Govt. organizations (As mentioned in point no. 02. of eligibility criteria)	15 MarksMarks
2.	Experience of related work total cumulated costing of Rs. 1.00 Crore. (As mentioned in point no. 03. of eligibility criteria)	15 MarksMarks
3.	Turnover of Rs. 5.00 Crores or above (As mentioned in point no. 05. of eligibility criteria)	10 MarskMarks
Total Marks		40 MarksMarks

Note:-

- Maximum mark of related category will be given to the bidder who would have the maximum credentials among the qualified bidders. Marks for the other bidders would be calculated on the basis of their credentials from the below mentioned formula:-

$$\text{Marks obtained by Bidder} = (\text{Max. marks in category} / \text{Max. credential found}) \times (\text{Credential of particular Bidder})$$

B. Presentation: (Total 30 Marks)

Presentation as per the work mentioned in the scope of work section, having minimum slides-10 nos. The Presentation shall cover all technical details, drawing, design, layouts etc. The bidder shall have to present his presentation on Date **16.10.2024** from **12:00 PM** at CREDA Head Office Raipur.

- Note:-** 1. The bidder who will gain minimum 25 Marks out of 30 Marks in Presentation will be eligible in this tender for further assessment

C. Financial Assessment: (Total 30 Marks)

The bidder shall have to fill all the rates mentioned in financial bid (EX. GST).

The formula for the financial assessment as below-

- $F(A) = 80 \text{ Lacs} \times (\% \text{ rate, As per Price Bid A}) = \text{Rs}.....$
- $F(B) = \text{Total of all rate, As per Price Bid B''} = \text{Rs}.....$

$$\text{Final Financial bid } F(A) + F(B) = F(C)$$

The F (A) shall be allowed Up to 10% below from the PWD SOR, otherwise EoI Cum QCBS Tender will be rejected due to ALR (Abnormally Low Rate).

$$\text{Financial Assessment Marks} = 28.5 + \{1 - \{F(C)/\text{Estimated Project Cost}\}\} \times 30/2$$

Total Project estimated cost is Rs. 1.00 Crore

Final Assessment Marks:-

- (A) Technical Marks+(B)Presentation Marks+(C)Financial Marks =Total Marks
- The Bidder who score highest total marks in the final assessment will be awarded the work.



4. APPLICATION

To ensure that your EoI submitted to CREDA is complete in all respects, please go through the following application for the enclosures attached with your (EoI) cum QCBS tender. :-

01	Name of the Firm/Agency	
02	Address of the Firm/Agency/company	
03	Organization Constitution - Registered Company/Firm - Others	
04	PWD Registration no., date and validity	
05	Availability of Local Setup at Chhattisgarh & Address	
06	Experience in Various types of Civil work, Repair, Renovation, Electrical, Landscaping, Horticulture, Irrigation, Drainage work and its Maintenance or similar work done in Last One year along with copies of the orders.	
07	Annual Turnover Certificate duly signed by Chartered Accountant submitted for last three years	
08	Name of authorized signatory (In block letters)for the agency	
09	Telephone Numbers of the Firm	
10	e-mail address	
11	GST no.(Attached self attested copy of the certificate)	
12	PAN no.(Attached self attested copy of the certificate)	
13	PF no.(Attached self attested copy of the certificate)	
14	ESIC no.(Attached self attested copy of the certificate)	
15	Earnest Money Deposit- Earnest Money Deposit of Rs..... /-, submitted in the form of Demand Draft/Banker's Cheque, drawn on Branch, bearing DD/No.....dateis attached herewith.	
16	Processing Fee- Processing Fee of Rs...../-,submitted in the form of Demand Draft/Banker's Cheque, drawn on.....Bank,..... Bearing DD No.....dated is attached herewith.	

PLACE:

AUTHORISE SIGNATORY :

DATE:

NAME IN FULL :

DESIGNATION/STATU :

FIRM/COMPANY SEAL :

5. SCOPE OF WORK

A. Site survey, designing and planning

1. Topography/Contour Survey of proposed site.
2. Conceptual plans to initiate site development.
3. Presentation of the whole project & concepts.
4. Approximate estimation of the project.

B. For Any Type of Civil Construction work as per CGPWD SOR 2015

Proposed Site Information

Type of works :

1. Topography/Contour Survey of proposed site.
2. Conceptual plans to initiate site development.
3. Presentation of the whole project & concepts.
4. Approximate estimation of the project.
5. Various Types of Civil work.
6. Design, drawing, estimation, and get approval from CREDA before operation & execution.
7. Construction of Solar hut 15 ft X15 ft (02 rooms) with attached bathrooms (6Ft X 8Ft) in each room with all electrical and sanitary fittings.
8. Construction of shed from profile sheet with truss structure near Solar Power Plant – 15 kWp
9. Construction of shed from profile sheet with truss structure around Shiva Temple,
10. Construction and fixing of 05 Nos. Pagoda with ACP Aluminum Composite Panel in different locations in Energy Park,
11. Construction of Kitchen, canteen with seating arrangement,
12. Designing and construction of front elevation with 3D design of Energy Park,
13. Land scaping in barer land of energy park,
14. Deigning and construction of Amphi- theater,

C. Other than SOR Work

1. Supply and installation of DVR and PTZ camera and other equipments for security purpose in different locations of the energy park,
2. Supply and installation of music set by setting up the speaker in different locations so as the background music or any other voice such as quotations of Energy Conservation and Renewable Energy may be played on it.
3. Design, printing and installation of steel display board containing quotation of Energy Conservation, Renewable Energy etc.
4. Supply and installation of set of Mic & amplifier for amphi-theater.
5. Design, Construction and installation of selfie zone with quotation of Energy Conservation, Renewable Energy
6. Construction of trampoline with shed and seating arrangement in kids play zone.
7. Repairing of different equipments / exhibits installed in Science park under EEP.

Note:-

- i. **Work order:-** Separate Work order, related to the work will be issued for each work or portion thereof. The rates will be as per rates approved w.r.t. CGPWD SOR2015 and/or rate quoted by Bidder as per price bids.
- ii. **Task management and approval:-** The contractor /Execution team will coordinate all activities with the concerned CREDA Head/Regional/District office all recommendation for tasks to be performed by the contractor under this work order will be communicated to the ZO/DO for consideration and approval.
- iii. **Schedule:-** The Work specified under this work order is to be completed within the given schedule time in Work Order.
- iv. **The Specifications shall be strictly as per CG PWD"s SOR 2015 and as specified by CREDA.**
- v. **Any other Work/Item which is not specified in this (EoI) cum QCBS tender shall be evaluated on the basis of CGPWD SOR 2015.** If any work/item is in CGPWD SOR 2015 then the rates of that work item may be calculated as per financial bid.
- vi. **Payment to the contractor will be made as per actual measurement.**
- vii. **Anything which is finalized in the conceptual plan shall be part of the tender document.**
- viii. **The bidder shall do the complete maintenance of the Energy Education Park until the date of handing over to the competent officer/CREDA.**



6. UNDER TAKING BY CONTRACTOR

I/We have read carefully and examined the notice inviting (EoI) cum QCBS tender, schedule, General Rules and terms and conditions of the contract, special conditions, Schedule of Rates and other documents and Rules referred in the (EoI) cum QCBS tender document for the Work.

I/We hereby 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 (EoI) cum QCBS tender open for One Eighty (180) days from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of **Rs.2.00 Lacs (Two Lacs)** is hereby forwarded as earnest money in the form of crossed demand draft. If I/We, fail to commence or complete the work ordered in specified time I/We agree that 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 EoI Cum QCBS 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 (EoI) cum QCBS 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 GST registration no. is _____. 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 here by authorize CREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Dated:

Signature

Place:

Witness

Signature:

Name of Contractor with seal

Name:

Postal Address:

7. INSTRUCTIONS TO CONTRACTOR

Execution of work shall be carried out in an approved manner as outlined or where not outlined in the technical specifications in accordance with relevant Indian Standard Specifications/ C.G. PWD SOR 2015 or to the reasonable satisfaction of CREDA.

1. **BIDDING PROCESS –**

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

- A. Visit <https://eproc.cgstate.gov.in>

Prospective bidders are requested to download, read and understand the Manuals present on the website so as to clearly understand the bid submission process.

- B. The user will be directed to e-bidding page where all information regarding registration is available along with helpline details.
- C. Technical bid and Price Bid shall be submitted online only at <https://eproc.cgstate.gov.in> latest by **05.00 PM on 10.10.2024**. Bids submitted after scheduled time and date shall not be considered.

2. **EMD & BID DOCUMENT FEE -**

Earnest Money Deposit of Rs. Five Lakh submitted in the form of Demand Draft/Pay Order or RTGS/NEFT as mentioned in the NIT vide no. 8100/CREDA/HOR/EEP/2024-25 Date: 09/09/2024. EMD submitted in any other form

e.g. Cash/Bank Guarantee/FDR /TDR etc. shall not be accepted.

3. **SUBMISSION OF DOCUMENTS**

- A. All the documents including technical and financial Bid should be submitted online on Chhattisgarh e-Procurement portal <https://eproc.cgstate.gov.in> as per the items mentioned in the Checklist in this bid.
- B. Bidders are advised to finish all the bidding portal related activities such as registration, USB certificate/token approval, and payments etc. well in advance so as to avoid last minute difficulties during the bid submission.
- C. Bidders are also advised to make themselves fully aware with the bid submission mechanism to avoid last minute hassles and doubts during bid submission. CREDA shall only entertain genuine technical issues/glitches, provided that the bidder submits evidence regarding the same.
- D. Additionally, the bidders shall also have to submit all the documents, in hard copy, as required in this bid as per the checklist on page 05 during the opening of technical bid. Bidders shall have to submit only the documents as per the checklist in the following envelopes
- **Envelope A** – Pre Qualification Documents (original DD should be submitted in this envelope)
 - **Envelope B** – Financial Qualification Documents. (GST, PAN; Net worth; Turnover; ITR and Balance sheet)
 - **Envelope C** – Technical Qualification Documents.

Note: The Envelopes mentioned above are only for submission sake only and must not be related with the Envelopes mentioned in the context of the checklist on page-05. The documents submitted in hard copy (offline) before CREDA officials must match with those submitted in the Chhattisgarh e-Procurement portal. Any document other than the uploaded document shall not be considered. CREDA's tender committee will only evaluate the documents submitted on Chhattisgarh e-Procurement portal. In no case the hard copy of documents shall be evaluated, they are only for record keeping by CREDA.

(EoI) cum QCBS tender Name, Number & Bidder Name must be clearly marked on the top of main envelope of Bid Document which doesn't follow the above format shall be disqualified.

4. **GST & PAN -**

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

5. THE BID -

The Pre-Qualification, Technical-Financial Qualification Documents and Price Bid, other related documents must be uploaded in the portal i.e. <https://eproc.cgstate.gov.in> from **09-09-2024 05:00 PM onward till 10-10-2024 up to 05:00 PM.**

Nobody is authorized to receive or grant receipt for Bid delivered on behalf of CREDA. **Bid received through any other means shall not be considered and shall be rejected.**

6. ANALYSIS OF RATE –

Bidder should quote their rates considering variation of site conditions and all other factors in price of different components and keeping the quantum and quality of work in mind.

7. VALIDITY -

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

8. CREDA RESERVES THE RIGHT -

To reject or accept any or all Bids fully or partly without assigning any reason on the grounds considered advantageous to CREDA, whether it is the lowest Bid or not.

- A. To split the quantities against the Bid further for the same items/work. No reason will be assigned by CREDA for this and will be binding on the Bidders.
- B. To increase or decrease of aggregate quantities as per discretion or circumstances.
- C. Due to large quantum of work & limitation of the time period for completion of the work CREDA may, if required, take consent from other eligible bidders if they agree to work on rates approved by CREDA.
- D. CREDA may undergo agreement with those eligible Bidders who give consent to work on rates standardized by CREDA and may allocate work to them. Rates approved through this Bid may be standardized for all eligible Bids to work in year 2024-25 & 2025-26 and shall be valid till 31-03-2026. However, CREDA reserves right to curtail or extend this period.
- E. CREDA reserves the right to amend or change minor specifications of the entire or any component of the biogas plant even after the issuance of sanction order as per the site conditions and demand.

9. COMMUNICATIONS -

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

10. BID DOCUMENT FEE AND EARNEST MONEY-

- A. Each bidder should submit Bid Document Fee and Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order or RTGS/NEFT. Each bidder should submit tender document fee and Earnest Money Deposit (EMD) in the form of RTGS/NEFT as single transition only as mentioned in the Bid **No. 158450/CREDA/HOR/EEP/2024-25 Date: 09.09.2024.**
- B. Bid Document Fee & EMD submitted in any other form e.g. **Bank Guarantee/FDR /TDR etc. shall not be accepted.**

11. PRE-BID QUERIES SUBMISSION IN WRITING -

- A. All suggestions, doubts, confusion, request, queries etc., shall have to be presented to CREDA in writing or through email to credatendercell@gmail.com on or before **05:00 PM** on **16-09-2024**. After that any representation in this regard shall not be considered.
- B. The purpose of pre-bid queries is to clarify issues and questions related to this tender that can be raised at that stage. Any amendments in the bid documents which may become necessary as a result of pre-bid queries received shall be part of original Bid document and communicated through corrigendum on CREDA website www.creda.co.in and on Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in>.

12. FORFEITURE OF EARNEST MONEY DEPOSIT -

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

The prices quoted should be F.O.R. Village - **Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.)** including GST and royalty, Freight, Loading, Unloading, Insurance and any other incidental charges.

13. ENGINEERING DOCUMENT -

Bidders will have to submit Engineering Documents with technical details, drawings, Specifications of components and Bill of Quantity (BOQ) etc. to CREDA at the time of presentation of your work through PPT. Works may only be started out only after approval of the Engineering Document and their samples.

14. MANDATORY DEDUCTION -

This deduction is the one percent of the 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.

15. CORRUPT OR FRAUDULENT PRACTICES -

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

16. MANDATORY EMPLOYMENT -

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

17. TAX OBLIGATIONS -

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

18. JURISDICTION OF THE COURT -

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

SECTION - 8

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS -

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

- a. "CREDA" shall mean the Chhattisgarh State Renewable Energy Development Agency represented through Superintending Engineer.
- b. "MNRE" shall mean the Ministry of New & Renewable Energy, GoI, New Delhi.
- c. "Work" shall mean any work entrusted to the Bidder as mentioned in the scope of work and work order.
- d. The "Engineer in charge" shall mean the Engineer or Engineers authorized by CREDA, CREDA for the purpose of this contract. Inspecting Authority shall mean any Engineering person or personnel authorized by CREDA to supervise, inspect and monitor the erection of the Biogas Plant.
- e. "The Eligible SI/Contractor" shall mean the Bidder awarded with the contract or their successors and permitted assigns. Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price. General Conditions shall mean the General conditions of Contract.
- f. "Specifications" shall mean the specifications annexed to these General Conditions of contract and shall include the schedules and drawings attached thereto or issued to the eligible SI from time to time, as well as all samples and pattern, if any,
- g. "Month" shall mean calendar month.
- h. "Writing" shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or written by hand.
- i. **Bidder of Chhattisgarh State-**
 - i. Bidder registered as a Pvt. Ltd. / Ltd. / Partnership /Proprietorship firm incorporated/registered in the State of Chhattisgarh shall be treated as Bidder of Chhattisgarh.
 - ii. Bidder, whose firm is registered as a Pvt. Ltd. / Ltd. / Partnership / Proprietorship firm incorporated and/or worked in the State of Chhattisgarh (under CREDA scheme) consistently for five years shall be treated as Bidder of Chhattisgarh.

2. PROOF OF MANUFACTURER -

Those bidders who are also manufacturers of an important component of Bio-gas plants such as burners, gate valves, pipes, water remover, paint, gas balloon etc. as well as of whole pre-fabricated biogas system, shall have to submit proof of their factory, SSI Registration and list of Machineries and Equipment.

3. CONTRACT DOCUMENT -

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

4. MANNER OF EXECUTION -

- a. Execution of work shall be carried out in an approved manner as outlined in the technical specifications or where not outlined, in accordance with desired Specifications laid down by CREDA, to the reasonable satisfaction of the Engineer.
- b. Successful Bidder / Bidder here-in-after called the **contractor**
 - i. After receipt of LOI from CREDA the eligible contractor shall conduct a detailed survey of site and submit site details feasibility report and in prescribed format shall have to be submitted to concerned District Office of CREDA in prescribed manner.

- ii. contractor shall also have to submit layout plan duly consented and signed.
- iii. Engineer-in-Charge of District Office of CREDA shall examine these reports. After his satisfaction will forward details with his recommendations to EE of Concerned Regional Office of CREDA. Engineer-in-charge may visit the site if he/she is not satisfied with survey report.
- iv. After satisfaction Executive Engineer will forward the site clearance report with technical feasibility to Head Office CREDA for issuance of work orders.
- v. Head Office, CREDA shall be final authority to approve or reject site finalization recommended by Regional Offices.
- vi. Concerned **Superintending Engineer** of CREDA after his satisfaction shall issue the work order to eligible contractor for the work.
- vii. After issuance of LOI/Work Order(s), Executive Engineer of concerned Regional Office CREDA shall finally approve site layout in writing in prescribed format.
- viii. The contractor shall start work within 15 days after the date of approval of site layout.
- c. After work is started CREDA will carry out inspections at various stages at its discretion.
- d. After installation, joint inspection shall be done in presence of beneficiary, contractor and CREDA.

5. VARIATIONS, ADDITIONS & OMISSIONS -

CREDA shall have the right to alter, amend, omit, split or otherwise vary the quantum of work, by notice in writing to the 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.

6. INSPECTION -

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

7. COMPLETION OF WORK -

Time being the essence of contract, the allotted work shall be completed within the time schedule prescribed in the work order.

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

CREDA, may, by written notice of default to the eligible 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 eligible 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 SI shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion and or for penalty as defined under this bid document until such reasonable time as may be required for the final completion of the work. . CREDA may debar such a defaulter contractor for up to three years from taking participation in taking part in all activities of CREDA.
- 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 clause 15 of section-2 until the work is completed.

9. FORCE MAJEURE -

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, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that if contractor shall submit delay notice with appropriate cause of delay to the CREDA in writing within **15 days** of force majeure. CREDA shall verify the facts and may grant such extension as facts justify.

10. REJECTION OF WORKS -

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 and/or work and advise the eligible contractor to rectify the same. **CREDA may impose penalty for such rejection up to the 200% cost of the entire system. Habitual/repeated offenders shall be black listed/debarred to participate in the any Bid/ Activity of CREDA till further orders.** The eligible 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 eligible contractor plus **15%** service charges of the cost of such rectification, from the eligible contractor and/ or terminate the contract for balance work/ supplies with enforcement of penalty **as stated above.**
- b. Defective materials/workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The eligible contractor shall be liable for any loss/damage sustained by CREDA due to defective work **with enforcement of penalty as stated above**

11. EXTENSION OF THE TIME -

If the completion of installation 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 or may not agree to extend the contract date of the work as may be reasonable but without prejudice to other terms and conditions of the contract.

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

12. WARRANTEE PERIOD AND POST WORK SERVICES -

- a. The work done by the Contractor should be warranted for satisfactory operation and against any defect in material and workmanship at least for a period of **1 (One) year**, from the date of completion of work.
- b. 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.
- c. This warrantee must be an unconditional onsite warrantee and the Contractor will have to replace the defective material or undertake repair works within **7 days** positively from the date of information given to him.

13. PAYMENT TERMS & SECURITY DEPOSIT

The following terms of payment shall apply for the Bidder–

- a) **90%** of the order value as per the Work/supply order after satisfactory Work Completion/Supply.
- b) Running bill payment, amount of which shall not be less than Rs. 3 Lacs, will be done after actual measurement of work.
- c) 90% payment, as per actual measurement w.r.t. CGPWD SOR 2015 shall be made to the Bidder. For items/works other than SOR, the payment shall be 90% of value of the work order (excluding value of GST, as applicable).
- d) GST will be paid at the time of payment after Work/supply of the item as per norms.
- e) Balance **10% (Excluding GST)** of the order value shall be retained by CREDA as Security Deposit for a period of 60 months.

14. PENALTY FOR DELAY IN COMPLETION OF CONTRACT-

- a. If the eligible contractor fails to complete the assigned work within the schedule time specified in the Work Order or any extension granted there to, CREDA will recover from the contractor as penalty of up to **Half percent (0.5%)** per week of the system price excluding GST for every delayed system. 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. The eligible contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE. Additionally, CREDA reserves the right to **black list or debar such contractor to participate in the any Bid/ Activity of CREDA till further orders** due to delay in work.
- b. Review of the progress of contractor shall be done time to time by CREDA and if the progress is found unsatisfactory, the allocation of entire remaining part or their part of can be re-allocated to other contractor as per discretion of CREDA.

15. SECURITY DEPOSIT (SD) -

- a. The Earnest Money shall be retained by CREDA up to the duration of validity of tender, after agreement is done to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be required by CREDA.
- b. Beside this 10% of the cost shall also be retained as SD during the **one** years of warrantee period. No interest shall be payable on the SD.
- c. Period for which SD is to be retained may be extended in case the warrantee period is extended due to non-performance of the system.
- d. All costs of damages and delays for which the eligible contractor is liable to the CREDA will be deducted from any money due to the eligible SI including the security deposit of any project under CREDA.

16. PENALTY DUE FROM THE ELIGIBLE SI -

All costs of damages and delays 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 and other pending payments of any project under CREDA.

17. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE -

If any loss or damage occurs to the work or any part thereof or materials/plant/equipment's for incorporation therein the period for which the eligible 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 eligible contractor shall also be liable for any loss or damage to the work/equipment's occasioned by him in course of any operation carried out to him during performing the contract.

18. RESPONSIBILITY TOWARDS THE WORKMAN OR OUTSIDERS –

- a. **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 Work Order.**
- b. 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.
- c. All the expenditure including treatment or compensation will be entirely borne by the eligible SIs. The eligible SI shall also be responsible for any claims of the workers including, labour payments PF, Accidental Insurance, Gratuity, ESI & other legal obligations.
- d. CREDA shall have all rights to deduct such claims of payments from SI in case of complaints of such violations.

19. NON-ASSIGNMENTS -

- a. The eligible bidder shall not assign or transfer the Work Orders issued as per this contract or any part thereof without the prior approval of CREDA.
- b. If eligible bidder transfer/assign/sublet (as per the sublet policy of CREDA) in full or any part of work allocated to him without prior permission from CREDA in writing to any third party shall be liable to debarred/black listed from any Bid/Activity of CREDA till further orders.
- c. Bidders are advised to refer the sublet policy of CREDA from CREDA website.

20. CERTIFICATES NOT TO AFFECT RIGHTS OF CREDA -

The issuance of any certificate by CREDA or any extension of time granted by CREDA shall not prejudice the rights of CREDA in terms of the contract nor shall they relieve the eligible SI of his obligations for due performance of the contract.

21. SETTLEMENT OF DISPUTES THROUGH ARBITRATION -

- a. Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Chief Executive Officer (CEO), CREDA provided a written appeal by the eligible contractor is made to CREDA. The decision of the CEO, CREDA shall be final and binding to the all concerns.
- b. Any dispute or difference including those considered as such by only of the parties arising out of or in connection with the contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration at Chhattisgarh.

22. 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.

23. 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.

24. CORRESPONDENCE -

- a. Any notice to the eligible contractor under the terms of the contract shall be served by registered mail to the registered office of the eligible contractor or by hand to the authorized local representative of the eligible contractor and copy by post to the eligible contractor's principal place of business.
- b. Any notice to CREDA shall be served to the **Superintending** Engineer, CREDA Raipur in the same manner.

25. SECRECY -

The eligible 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.

26. AGREEMENT -

The successful eligible contractor shall have to enter into an agreement with the CREDA in the approved contract agreement form within **10 days** of the receipt of call from CREDA.

27. DECLARATION OF CONFLICT OF INTEREST -

- a. Any regular employee working or worked on basis of contract or through placement agency cannot work directly or indirectly in any scheme of CREDA. If such a person is found working with any contractor or through sublet then, such contractor shall be blacklisted for three years.

- b. The bidder shall not be permitted to Bid for the work if the section of HO CREDA (responsible for implementation of work) in which his near relative is posted. Furthermore, the successful bidder shall not be given work in the district in which his near relative is posted. The bidder shall also intimate the names of his near relatives working in 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 SIs in CREDA.

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

- c. Bidder must produce an affidavit (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.

28. BID EVALUATION CRITERIA

- a. Offers of only those parties, who are found qualified based on Eligibility Criteria and Technical Bid, will be taken into further consideration and financial bid of only those parties who are qualifying the criteria of Technical Bid will be opened.
- b. Other things being equal, the lowest rates shall normally be preferred, but CREDA reserves rights and liberty to amend/lower the rates. **However, the clause mentioned in Point 3. i.e. ASSESSMENT OF BIDDER shall be applicable for final selection of Bidder.**
- c. Conditional Bids shall not be accepted.
- d. CREDA shall have rights and liberty to call any /other parties to work on approved rates as and when required in accordance with quantum of work and scheduled time limits for completion of targets.

29. EVALUTION OF PRICE BID -

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

Final bidder will be decided as per the QCBS formula as mentioned in tender.

30. BID REJECTION -

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

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

(Name, Signature & Seal of the Bidder)



9. PRICE/FINANCIAL BID

(Price Bid A)

A. For Any Type of Civil Construction work as per CG PWD SOR 2015:

I/We here by quoting rates with respect to CG PWD SOR 2015 for Any Type of Civil Construction in Energy Education Park, Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.)

SN	Description of Items	Rate in %
1	<p>Rates with respect to CG PWD SOR 2015 for Civil Construction, and other civil related works for Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.)</p> <p>The civil works are as follows:-</p> <ol style="list-style-type: none"> 1. Construction of Solar hut 15 ft X15 ft (02 rooms) with attached bathrooms (6Ft X 8Ft) in each room with all electrical and sanitary fittings. 2. Construction of shed from profile sheet with truss structure near Solar Power Plant – 15 kWp 3. Construction of shed from profile sheet with truss structure around Shiva Temple, 4. Construction and fixing of 05 Nos. Pagoda with ACP Aluminum Composite Panel in different locations in Energy Park, 5. Construction of Kitchen, canteen with seating arrangement, 6. Designing and construction of front elevation with 3D design of Energy Park, 7. Land scaping in barer land of energy park, 8. Deigning and construction of Amphi-theater, 	<p>_____ % Above/Below</p> <p style="color: red;">as per CG PWD SOR 2015</p>

- The F (A) shall be allowed Up to 10% below from the PWD SOR, otherwise EoI Cum QCBS Tender will be rejected due to ALR (Abnormally Low Rate).
- The above F.O.R .rates are including all levies, Royalty, transportation, handling , loading, unloading, material, curing, insurance etc.
- The above rates are exclusive of GST, GST will be applicable extra s per the prevailing rule of Govt. at the time of Billing.

Contractor's Signature Company's SEAL

Place:

Firm name

Representative Full Name

Date:

Designation

(Price Bid B)

B. Work mentioned in Scope of Work other than Civil Work:

Sr.	Descriptions		Rate in Rs.(EX.GST)
1	Supply and installation of DVR and PTZ camera and other equipments for security purpose in different locations of the energy park, (As per plan submitted by Bidder)	The BOQ & details of descriptive work will be as per the plan submitted by Bidder	
2	Supply and installation of music set by setting up speakers in different locations so as the background music or any other voice such as quotations of Energy Conservation and Renewable Energy may be played on it. (As per plan submitted by Bidder)		
3	Design, printing and installation of steel display board containing quotation of Energy Conservation, Renewable Energy etc.		
4	Supply and installation of set of Mic & amplifier for amphi-theater.		
5	Design, Construction and installation of selfie zone with quotation of Energy Conservation, Renewable Energy		
6	Construction of trampoline with shed and seating arrangement in kids play zone.		
7	Repairing of different equipments / exhibits installed in Science park under EEP.		

- The above F.O.R .rates are including all levies, Royalty, transportation, handling , loading, unloading, material, curing, insurance etc.
- The above rates are exclusive of GST, GST will be applicable extra s per the prevailing rule of Govt. at the time of Billing.

Contractor’s Signature Company's SEAL

Place:

Firm name:

Date:

Representative Full Name:



10.DRAFT AGREEMENT

CONTRACT AGREEMENT BETWEEN Superintending Engineer Chhattisgarh State Renewable Energy Development Agency (CREDA) Raipur AND M/s..... THIS CONTRACT AGREEMENT against Bid No. 158450/CREDA/HOR/EEP Bastar/2024-25 Dated: 09.09.2024 (also referred to as "Service Contract") is made on the.....th day of _____ 2024.

BETWEEN

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

And

(2) M/s..... Represented by a company incorporated under the laws of Companies Act 1956/2013/ Partnership firm/Proprietorship firm/Consortium (as applicable, with amendment from time to time) and having its Principal place of business at..... and Registered Office at.....herein after called "The Contractor" and also referred to as "**Whereas the contractor has offered to enter into contract with the said CREDA for the "CREDA invites Expression of Interest (EoI) cum QCBS tender for standardization of rates for survey, design, drawing, estimation, preparation of DPR, plan, BOQs and execution of work etc for Renovation of Energy Education Park at Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.), Wide Bid No. 158450/CREDA/HOR/EEP/2024-25 Date: 09.09.2024** on the terms and condition share in contained and threats approved by the CREDA (Letter No.....Dated annexed hereto) have been duly accepted and where as the necessary security deposit shall be furnished in accordance with the provisions of the Bid document and where as no interest will be claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract, that is to say from.....to..... or completion thereof, until this Contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses ,Expression of Interest(EoI) cum QCBS tender for **standardization of rates for survey, design, drawing, estimation, preparation of DPR, plan, BOQs and execution of work etc for Renovation of Energy Education Park at Bastar Haat, Village Ghatlohanga, Dist: Bastar (C.G.), as described in Bid documents. (annexed to the agreement).**
- 2) The NIT (Notice Inviting Bid),Corrigendum to NIT, Notices, Bid documents(Qualifying, Technical and Financial), approved rates annexed here to and such other additional particulars, undertaking, instructions, general conditions of contract, Scope of work, Technical specifications of Item/Items and Annexure there in, engineering documents, detailed specifications of BOS, so far they relate to the **Bid No. 158450/CREDA/HOR/EEP/2024-25 Date: 09.09.2024** as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement or " The Contract " wherever herein used.
- 3) The contractor shall also supply there quisite number of workmen with means & materials as well as tools , appliances, machines, implements, vehicles for transportation , cartage etc. required for the proper execution of work with in the time prescribed in the work orders and/or as per the Bid conditions.
- 4) The Engineer in Charge or his authorized representative (s) shall be entitled at all reasonable items to inspect and supervise and test during commissioning. Such inspection will not relieve the eligible bidder from their obligation under this contract.
- 5) Material can be inspected before dispatch or in transit by the authorized representatives of CREDA at the factory at the cost of the eligible bidder, if desired by CREDA. CREDA reserves right to inspect the material at Go downs /Temporary Stores before dispatch and also at worksites.
- 6) CREDA shall deduct TDS for Income Tax, applicable chess on Civil Work etc. under various acts and deposited with the appropriate authority. Costs and taxes before execution of agreement with CREDA so as to ensure tax deposition as per Government Rules accordingly.
- 7) **ELIGIBLE SYSTEM INTEGRATOR'S DEFAULT LIABILITY-**
CREDA may by written notice of default to the eligible bidder, terminate the contract in circumstances detailed here under-
 - (a) If in the opinion of the CREDA, the eligible bidder fails to complete the supply within the time specified in the supply Order or within the period for which extension has been granted by CREDA to the eligible bidder.



- (b) If in the opinion of CREDA, the eligible bidder fails to comply with any of the provisions of this contract.
- (c) In the event of CREDA terminating the contracting who Leorim part as providing paragraph above, CREDA reserves the right to engage another eligible bidder or agency upon such terms and in such a manner as it may deem appropriate and the eligible bidder shall be liable to CREDA for any additional cost so r any losses caused to CREDA as may be required for the supply of Item/Items (Shown in (EoI) cum QCBS tender) and or for penalty as defined under this Bid document until such reason able time as may be required for the final completion of the work.
- (d) In the event CREDA does not terminate the contract as provided in paragraph (a) the eligible bidder shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay asset out in this Bid document until the work is completed.
- 8) FORCE MAJEURE-**
The eligible bidder shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as act of God, acts of public, enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freightembar goes provided that if SI shall submit lay notice with appropriate cause of delay to the CREDA in writing within **15days** of force majeure. CREDA shall verify the facts and may grant such extension as facts justify. Delay in supply of any accessories of Item/Items (Shown in EoI Cum QCBS Tender) etc. by the related vendors, to whom the Bidder has placed order, shall also not be treated as force majeure.
- 9) REJECTION OF WORKS-**
In the event of any of them at supplied/work done by the eligible bidder is found defective in material or workmanship or otherwise not in conformity with the requirements of this contract specifications, CREDA shall either reject the material and/or work and advise the eligible bidder to rectify the same. CREDA may impose penalty for such rejection up to the 200% cost of the entire system. Habitual/repeated offenders shall be blacklisted/debarred to participate in the any Bid/Activity of CREDA till further orders. The eligible bidder on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible bidder fails to do so CREDA may -
- a) At its option replace or rectify such defective materials and/or work and recover the extra cost so involved from the eligible bidder plus **15%** service charges of the cost of such rectification, from the eligible bidder and/ or terminate the contract for balance work/supplies with enforcement of penalty as stated above.
- b) Defective materials/workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The eligible bidder shall be liable for any loss/damage sustained by CREDA due to defective work **with enforcement of penalty as stated above.**
- 10) EXTENSION OF THE TIME-**
If the completion of Work/Supply is delayed due to any reason beyond the control of the eligible bidder, the eligible bidders shall without delay give notice to the CREDA in writing of his claim for annex tension of time. CREDA on receipt of such notice may or may not agree to extend the contract/delivery date of the Item/Items (Shown in EoI cum QCBS tender) as may be reasonable but without prejudice to other terms and conditions of the contract.
- 11) PENALTY FOR DELAY INCOMPLETION OF CONTRACT-**
If the eligible bidder fails to complete the assigned work/supply within the schedule time specified in the Work Order or any extension granted there to, CREDA will recover from the Bidder as penalty a sum of **Half percent (0.5%)** of the system price for every delayed supply/work per week. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **Ten Percent (10%)** of the cost.
Review of the progress of supply/work of Item/Items (Showing EoI cum QCBS tender) allocated to bidders shall be done time to time by CREDA and if the progress of supply/work is found unsatisfactory, the allocation of entire remaining supply/work or their part of can be re-allocated to other bidder as per discretion of CREDA.
- 12) PENALTY DUE FROM THE ELIGIBLE BIDDER-**
All costs of damages and delays for which the eligible bidders are liable to the CREDA will be deducted from any money due to the eligible bidder including the security deposit of any project under CREDA.
- 13) ELIGIBLE SI'S RESPONSIBILITY-**
Not with standing anything mentioned in the specifications of subsequent approval or acceptance of the Item/Items (Shown in EoI cum QCBS tender) by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted works shall rest with the eligible bidder. If in any case the eligible bidder does not complete the work as per the Work Orders issued to them then CREDA may take over the task & complete the project at the risk and cost of eligible bidder.
- 14) RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE-**
If any loss or damage occurs to the work or any part thereof or materials/plant/equipment's for incorporation there in the period for which the eligible bidder is responsible for the cause thereof or from any cause what so ever, the eligible bidder shall at his own cost rectify/replace such loss or damage, so that the permanent work confirms in every respect with the provision of the contract to the satisfaction of the Engineer. The eligible bidder shall also be liable for any loss or damage to the work/equipment's occasioned by him in course of any operation carried out to him during performing the contract.



15) **RESPONSIBILITY TOWARDS THE WORKMAN OR OUTSIDERS-**

- The eligible bidder shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due underworkmen Compensation Act and submit copy of the insurance document before issuance of Work Order.
- The eligible bidder shall ensure all safety measures during execution and repairs of the work. CREDA, will, in no case be responsible for any accident fatal or non-fatal, caused to any work man 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 bidders. The eligible bidder shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
- Bidder shall have to submit Bill within **60 days** after supply/work of Item/Items.

16) Contract or shall provide 01years warranty in supplied Item/Items/work (Shown in EoI) from the date of supply as per the terms & conditions prescribed in the **Bid No. 158450/CREDA/HOR/EEP Bastar/2024-25 Dated: 09.09.2024.**

17) **DECLARATION OF CONFLICT OF INTEREST-**

The bidder here by declares that no body connected with or in the employment of **CREDA** will not/shall not ever be admitted as partner in the contract.

- (a) The contract or shall arrange insurance coverage for the material sand Item/Items (Shown in EoI cum QCBS tender) a this/for the supply/work under execution and successful commissioning and subsequent hand over to the CREDA. The contractor shall take up insurance or such other measures for the manpower so as to cover the claim for damage arising under workmen's compensation Act and other applicable State/ Central laws. CREDA shall not bear any responsibility on this account.
- (b) Bidder shall arrange for insurance coverage for Item/Items(Shown in EoI) during COMC period i.e. for 02 years from the date of supply/Work. Insurance should cover for damage and theft. In case of such incidence, bidder must replace the lost/damaged part within 7days.

18) The bidder shalla bide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the Bid document including any correspondence between the bidder and the **CREDA** having bearing on execution of supply/Work and payments of supply /Work to be done under the contract.

19) The Bidder shall be responsible to follow all the laws including Workmen Compensation Act and all other laws in force & shall be responsible for all the obligations towards labour including EPF, ESI, etc.

20) All the taxes deductibleat source as per Acts in vogue shall be recovered by **CREDA** and deposited with the appropriate authorities

21) Contractor agrees to a bide by any decision/instruction passed by the appropriate authority under Anti-profiteering rules notified by the state/central government under GST act.

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

"Here with everything and anything contained in Bid document No. 158450/CREDA/HOR/EEP/2024-25 Date: 09.09.2024 is part of this agreement which has been dully signed by both bidder and authorized signatory of CREDA".

In witness where of the parties present today has here by entered in to agreement.

Signed & sealed on behalf of the above

Named contractor

Signed on behalf of CREDA

Name:

Name:

Designation:

Designation:

Witness:

1.Name:-.....1.Name:-.....

Address:-..... Address:-.....

.....

2.Name:-..... 2.Name:-.....

Address:-..... Address:-.....

.....



11.SCHEDULE- I

PART 'A' : GENERAL INFORMATION

(Strikeoff 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 No. :
d) Telephone/Mobile No. :
e) Email id :
03. Confirm whether Bidder is Manufacturer : Yes/No
04. Only manufacturer to give following particulars
a) Address of factory :
b) Year of starting manufacture :
c) Whether same/similar materials :
Manufactured
earlier (if yes, give
reference)
d) Yearly/monthly production capacity :
e) Maximum yearly production : Achieved so far
05. Whether the firm is SSI/MSME 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/furnished : Yes/No Certificate
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 this bid

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE:

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 " CREDA ", Raipur
- ii) Amount of E.M.D. & full details : ₹.....
- iii) If exempted , state whether the : SSI/MSME Unit
of C.G. bidder/Fully Owned State/ Central Govt. Unit
- iv) Reference of documentary :
Yes/No evidence regarding exemption enclosed.
- 02. Whether the offer is valid for 6months : 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 there bate 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 BIDDER : Yes/No
- 06. **COMPLETION PERIOD OF WORK:**
Whether BIDDER is agreeing for completion period of work as :
Yes
/No Specified in the EoI Cum QCBS 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
- 1. 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)
- 2. Please mention whether rates op referred are : Yes/No
applicable for part quantities.

PLACE:

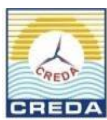
SIGNATURE OF BIDDER

DATE:

NAME IN FULL

DESIGNATION STATUS

FIRM/COMPANY SEAL



12 SCHEDULE-II

PART 'C': TECHNICAL INFORMATION

(Strike off which ever 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 3years from other State Nodal Agency or from other Organization for similar materials details) enclosed. | :Yes/No
(if yes, give |
| 03. | Whether performance certificate from such Organization regarding Supplies is enclosed. | :Yes/No
(if yes, give details) |
| 04. | Whether pamphlets/technical details literatures along with drawing etc. Furnished with the offer | : Yes/No
(if yes , give details) |
| 05. | Whether the BIDDER agrees to furnish material test certificates in

Respect of chemical composition and physical properties from Govt./Govt. approved lab with each batch of supplies. | :
Yes/No |
| 06. | Whether the BIDDER has furnished details of manufacturing Equipment's and short history of plant | : Yes/No
(if yes , give details) |
| 07. | Whether details of manufacturing process furnished with offer. | : Yes/No
(if yes, give details) |
| 08. | a) Whether all testing facilities are available. | :Yes/N
o |

If so, give details and in case of non-availability of facilities indicate Approved lab available in surrounding areas where tests are proposed to be conducted.

PLACE

SIGNATURE OF BIDDER

DATE

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL



13. SCHEDULE-III

TECHNICAL DEVIATIONS

From,
BIDDER Name & Address-

To,
**The SE,
CREDA,
HO,
Raipur**

Sub –Technical Deviations

.Dear Sir,

The technical deviations & variations to the specifications stipulated in the EoI, for the item quoted are a sunder-

Sl. No	.Condition	Clause No. of EoI document	Page No. EoI deviations	Statement of variations
-----	-----	-----	-----	-----
--				

2. Except a fore said deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and other conditions .Variation/deviations etc. If found, elsewhere in our offer should not be given any considerations while finalizing the EoI.

PLACE
DATE

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

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



14.SCHEDULE-IV
PAST EXPERIENCE

From:
Bidder's Name & Address-

To,
The SE,
CREDA,
HO,
Raipur

Sub – Performance/Past

Experience. Dear Sir,

We furnish here with there cord of our performance and experience as follows-

Sl. No.	Purchaser's Name & Address	Order No. Date	Work Qty.	Value of Order

PLACE

SIGNATUREOFBIDDER

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 been closed.



15.ANNEXURE–“B”

Ref. No.....

Date.....

Certificate of Completion

This is to certify that **Name of Bidder, Address of Registered Office** has successfully completed the Similar Civil Work of Name of Agency at various locations in State, as per following details–

Name of Work	Govt. Department name & State	Completion date /Year	Amount of Work
Total-			
Total Order Amount-			

This workmanship and performance of the systems are found satisfactory.

Seal & Sign (Authorized Signatory)



END