



# Chhattisgarh State Renewable Energy Development Agency (CREDA)

(Dept. of Energy, Govt. of Chhattisgarh)

Near Energy Education Park, Village Fundhar  
VIP (Air Port Road) Raipur 492015 (C.G.)  
Phone (No.) : +91-9425505453

*E-mail: credatendercell@gmail.com, Website: creda.co.in*

**E-BID DOCUMENT No. 109555/CREDA/SOLAR MODULE/2022-23 Dated: 15-09-2022**

UNIQUE TENDER ID –109555

E-TENDER FOR STANDARDIZATION OF RATES FOR SUPPLY OF MULTI/MONO CRYSTALLINE SOLAR MODULE OF DIFFERENT CAPACITIES WITH TEN YEARS ONSITE WARRANTY CONFORMING TO THE BIS & MNRE STANDARDS ANYWHERE IN THE STATE OF CHHATTISGARH.

Particulars	From Date & Time	To Date & Time	Place
Date of issue of notice inviting bid	15.09.2022 05:00 PM	-----	-----
Period of availability of bidding document at website	15.09.2022 05:00 PM	07.10.2022 05:00 PM	<a href="http://www.creda.co.in/Tenders">www.creda.co.in/Tenders</a> <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>
Submission of Pre Bid queries in writing	15.09.2022 05:00 PM	21.09.2022 05:00 PM	To be Submitted hard copy at CREDA HO, Raipur or through E-mail at <a href="mailto:credatendercell@gmail.com">credatendercell@gmail.com</a>
Submission of Online Bid (Technical + e Price Bid) and submission of Documents in hard copy	15.09.2022 05:00 PM	07.10.2022 05:00 PM	<a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>
Opening of Technical Bid	13.10.2022 12:00 PM Onwards		At CREDA H.O., Conference Hall, Raipur. ( <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> )
Evaluation of technical bid and Declaration of eligible bidder (The technical qualification part)	14.10.2022 12:00 PM Onwards		At CREDA H.O., Conference Hall, Raipur.
Opening of e- Price Bid	17.10.2022 12:00 PM Onwards		At CREDA H.O., Conference Hall, Raipur.

**Tender Document Cost– Rs.10,000.00 + 18% GST = Rs.11,800.00**

**(In words Rupees Eleven Thousand Eight Hundred Only) to be deposited in CREDA's account along with EMD via Demand Draft/ Pay Order or RTGS / NEFT.**

Document can be downloaded from our website [www.creda.co.in](http://www.creda.co.in) or from Chhattisgarh e-Procurement portal i.e. <https://eproc.cgstate.gov.in>.

**CHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT  
AGENCY**

**CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page No.</b>
	Cover Page, Contents etc.	1-2
	Notice Inviting BID	3-4
	Check List	5-5
	Details of EMD and Tender Document Fee	6-6
	Undertaking of the Bidder	7-7
<b>SECTION - 1</b>	Instruction For Bidder	8-13
	Eligibility Criteria	8-9
	Bidding Process/EMD/Submission of Documents/Specific /Amendments/GST&TIN/ The Bid	9-10
	Analysis of Rate/Registration of Bidder/Validity/Terms & Conditions	10-11
	CREDA reserves the right/ Communications/ Bid Document Fee and Earnest Money/ Submission / Pre-bid Meeting /Technical Criteria/ Jurisdiction of the court ETC.	11-13
<b>SECTION - 2</b>	General Condition of Contract	14-20
	Definitions/Proof of Manufacturer/Contract Document/Manner of execution	14-15
	Variations, Additions & Omissions/Inspection	15-15
	Completion of work/Eligible SI Default Liability/Force Majeure/Rejection of works/Extension of time etc.	15-16
	Makes of equipment/Terms of payment/Non Assignment/Bid Evaluation Criteria/Evaluation of Price	16-20
	Agreement/Bid/Allocation of Target/ Bid Rejection	
<b>SECTION - 3</b>	Scope of Work	21-21
<b>SECTION - 4</b>	General Technical Specification	22-23
	Solar module Technical specification	22-23
	Mandatory BIS/IEC Standards	23-23
	Warranty, Traceability of the product to be supplied	23-23
<b>SECTION - 5</b>	Annexure, Forms	24-38
	Annexure-I : Certificate of completion	24-24
	Annexure –II - Format for Affidavit (Declaration of Conflict of Interest)	25-26
	Annexure – III – e-Price Bid	27-27
	Annexure – IV - Logo for Module	28-28
	Annexure-V : Draft Agreement	29-33
<b>SECTION - 5</b>	Annexure-VI : Declaration for using same make of equipment's as per the test certificate	34-34
	Schedule – I : PART A: GENERAL INFORMATION	35-35
	Schedule – II : PART B : COMMERCIAL INFORMATION	36-36
	Schedule – III : PART C : TECHNICAL INFORMATION	37-37
	Schedule – IV : TECHNICAL DEVIATIONS	38-38

**NOTICE INVITING BID**

CREDA invites online bid for standardization of rates for supply of multi/mono crystalline solar modules of different capacities with ten years onsite warranty conforming to the BIS & MNRE standards anywhere in the state of Chhattisgarh from registered vendors of CREDA for supply of solar modules with 3 years track record in the field of manufacturing and supply of solar modules or SPVPP, as per following details-

Sl. No.	Item Description	Approximate Quantity/ Capacity	Cost of Tender Document	EMD	Essentials
1.	supply of multi/mono crystalline solar modules of different capacities with ten years onsite warranty conforming to the BIS & MNRE standards	3000 Nos/ 01 MW	Rs 10,000.00 +18% GST = Rs.11,800.00	Rs. 150000	As per clause no.1a to 1g of Eligibility Criteria (Page no.08-09)
<b>TOTAL</b>		<b>3000</b>	<b>11,800.00</b>	<b>1,50,000.00</b>	

The quantity of solar module in above table is based on target/ work that are expected to be given to various vendors by CREDA within the period of two years under operation and maintenance work of CREDA. The quantity may change as per field requirement and fund availability.

**Estimated Value of tender:-Rs. 02.00 crores.**

**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 bid	15.09.2022 05:00 PM	-----	-----
Period of availability of bidding document at website	15.09.2022 05:00 PM	07.10.2022 05:00 PM	<a href="http://www.creda.co.in/Tenders">www.creda.co.in/Tenders</a>
Submission of Pre Bid queries in writing	15.09.2022 05:00 PM	21.09.2022 05:00 PM	To be Submitted hard copy at CREDA HO, Raipur or through E-mail at <a href="mailto:credatendercell@gmail.com">credatendercell@gmail.com</a>
Submission of Online Bid (Technical + e Price Bid) and submission of Documents in hard copy	15.09.2022 05:00 PM	07.10.2022 05:00 PM	<a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>
Opening of Technical Bid	13.10.2022 12:00 PM Onwards		At CREDA H.O., Conference Hall, Raipur. ( <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> )
Evaluation of technical bid and Declaration of eligible bidder (The technical qualification part)	14.10.2022 12:00 PM Onwards		At CREDA H.O., Conference Hall, Raipur.
Opening of e- Price Bid	17.10.2022 12:00 PM Onwards		At CREDA H.O., Conference Hall, Raipur.

Technical Bid and Price Bid shall be submitted online only at <https://eproc.cgstate.gov.in>. However Technical Bid (as per the checklist) also has to be submitted duly signed hard copy at CE (RE-V). 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](http://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.

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  
RE-V, 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 –

S. No.	Envelope	Description of documents to be uploaded in the e-bidding portal	Complie d(Yes/ No)	Page No
1.	<b>A. Pre-Qualification</b>	EMD and Tender Document Fee submission form of the bidder confirmed by CREDA (as on page – 6)		
2.		Scanned copy of Undertaking of the Bidder as mentioned on Page –7 of the tender document on the letter head of bidder		
3.		Scanned copy of original tender document duly signed & with stamp 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 blacklisted company.		
6.		Declaration of conflict of interest - by bidder about any relatives working with CREDA and Affidavit ( <b>Annexure II</b> ) ( <b>Hard Copy to be submitted as per Clause 4d, Section – 1</b> )		
7.		Copy of Registration: Certificate as vendor for supply of solar modules in CREDA valid at the time of submission of bid.		
8.	<b>B. Technical and Financial Qualification</b>	Copy of Approved and valid Test Reports of solar module and valid BIS license in the name of Bidder/Manufacturer as per eligibility criteria clause 1a of section-1.		
9.		Original Net Worth Certificate duly signed by Chartered Accountant as on 31 <sup>st</sup> March 2021/31 <sup>st</sup> March 2022.		
10.		Original certificate for last three financial years Turnover i.e. 2018-19, 2019-20 & 2020-21/2021-22 of work done in field of solar module supply/manufacturing or SPVPP.		
11.		Original ITRs for last three financial Years i.e. 2018-19, 2019-20 & 2020-21/ 2021-22 of the bidder		
12.		Completion and Performance Certificates of supply of solar modules by the Bidder in Govt. Scheme of any state or Market Mode Scheme of CREDA in last three financial years i.e. 2019-20, 2020-21, 2021-22 & till 30.08.2022. ( <b>Annexure I</b> )		
13.		Proof of being Eligible Manufacturer of solar module (OEM certificate).		
14.		Manufacture Authorization certificates of original manufacturer in case of Dealer/Distributor		
15.		Technical Data Sheet for each configuration of solar module showing full technical details.		
16.		Declaration for using same make of equipment's as per the test certificate( <b>Annexure – VI</b> )		

**Note:-** Bidders shall have to also submit the original hard copies of the above mentioned documents.

**Details of EMD and Tender Document Fee**

Name of A/c	CREDA
Bank & Branch Name	ICICI Bank, Panchpedi Naka, Raipur
Bank Account Number	134601000400
Branch IFSC Code	ICIC0001346
Bid No. and Date	
Name of the Bidder	
<b>Bidder's Bank Account Details</b>	
(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 –**

- 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)**
- In case the transaction is done through DD, the original DD has to be submitted in envelope as per Clause 4(d), section-1.**

**UNDERTAKING OF THE BIDDER**  
**(To be submitted on letter head)**

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

I/We hereby tender my rates for the execution of the work/supply 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 Bid valid for One Hundred 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. One Lakh Fifty Thousand(1,50,000)** is hereby forwarded as **Earnest Money** in the form of crossed Demand draft/Pay order / RTGS / NEFT payable to CREDA at Raipur (C.G.). If I/We fail to commence or complete the sanction/supply ordered in specified time or fail to fulfill the any condition of Bid document, I/We agree that the CREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. The said Earnest Money shall be retained by CREDA towards security deposit to execute all the works referred to in the Bid 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 Bid documents, specifications and other records connected with the work as secret/confidential and shall not communicate information derived there from to any person other than a person to whom I/We have authorized to communicate the same or use the information in any manner prejudicial to the safety of CREDA/Government.

I/We shall 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 GST Registration No. \_\_\_\_\_ .The PAN No. under the Income Tax Act is \_\_\_\_\_.

I/We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize CREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

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.

Dated: **Signature**

Place:

**Name of Bidder with seal.....**

**Witness:**

Signature: .....

Name: .....

Postal Address:

.....  
.....  
.....  
.....

## SECTION - 1

### INSTRUCTIONS FOR BIDDERS

#### 1. ELIGIBILITY CRITERIA-

##### a. TEST REPORTS

- i. Bidder must have original valid test report of all capacities of solar module in the name of manufacturer. The solar module must be tested from Solar Energy Test Centre or any other test center accredited by Ministry of New & Renewable Energy (MNRE)/ NABL. Bidder must also have to submit certified copy of original test reports of all capacities of solar module.

**Financial bid of those Bidders will not be opened who have not submitted valid test report.**

**Bidder should have original test certificate for solar module valid at the time of opening of the bid. In case of dealer/Distributor, the bidder should have certified copy of original test report along with valid BIS license issued by manufacturer to him on his letter head for submission.**

In case, during the execution of the work/supply, if the bidder wishes to change the make of solar module (with the same specifications in this bid), then such bidder shall have to submit the test report of newly proposed configuration to CREDA and only after due approval from CREDA, the bidder can supply such solar module in the field. CREDA reserves the right to allow or disapprove such new configurations as and when they are brought to CREDA's notice by the bidders.

- ii. Bidder shall have to produce **certified copies of original test certificate(s)** (in addition to the documents submitted in hard copy as per Clause 4(d)) for the bidding at the time of opening of technical bid.

##### b. MINIMUM EXPERIENCE

Bidders must have minimum experience in last three consecutive financial years i.e. 2019-20, 2020-21 & 2021-22 till 30.08.2022 as per the details mentioned below–

S.N o.	Details of Solar module	For Bidders of Chhattisgarh state	For Bidders of Other States
01	Supply of multi/mono crystalline solar module of different capacities	The Bidder should have minimum three years' experience of supply of solar modules of min 01 MW aggregate capacity to any govt./ govt. Agencies/ govt. Undertaking or market mode scheme of CREDA	The Bidder should have minimum three years' experience of supply of solar module of min 02 MW aggregate capacity to any govt./ govt. Agencies/ govt. Undertaking or market mode scheme of CREDA

In the case of market mode scheme, the bidder shall have to submit proof of supply(with summary of Invoices) of solar module to system integrator registered with CREDA on the letter head of concerned SI and the concerned System integrator shall have to submit a letter to CREDA regarding the use of supplied solar module in the market mode scheme or any other scheme of CREDA.A proper co-relation must be established between both the information provided otherwise CREDA has discretionary power to reject that quantity and amount of solar module supplied in the evaluation process of tender.

**In case dealer/distributor the experience of manufacturer will also be considered as per above subjected to the submission of proof of supply to any govt./ govt. Agencies/ govt. Undertaking or market mode scheme of CREDA on the letter head of manufacturer along with the forwarding letter in the name of dealer/distributor failing which the experience will not be considered and bidder will be disqualified.**



- c. Bidders will have to submit experience of certificates containing complete details from the concerned state/central agencies/department document issued by competent authority duly sealed and signed along with bid document. Experience certificate shall be submitted in attached format (as per **Annexure – I**) or other format containing similar information shall be considered only in-case submitted in Hindi / English Language only. At the time of opening of technical bid, bidders shall have to present certified copies of **original test report/original test reports/certificate** as above. All these supplied solar module should be successfully operating as on date. **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.**
- d. Bidders must have a Positive Net worth (**Positive Net worth means “Net value of the Assets minus (-) Net value of liabilities”**) of **Rs. 50 Lacs as on 31<sup>st</sup> March 2021/31<sup>st</sup> March 2022.** They shall have to submit an **Original CA Certified Certificate** duly signed by a qualified and registered Chartered Accountant having UDI number as a proof. Produced certificate must tally with the audited balance sheet.
- e. Bidders should have an aggregate turnover of **Minimum Rs.10 Crore** in last three consecutive financial years i.e. 2018-19, 2019-20, and 2020-21/2021-22 in solar module supply/manufacturing of solar module or **SPVPP**. Certified copies of the annual returns and audited balance sheet submitted to the Registrar of Companies/ Income Tax Authorities should be enclosed. For the preceding years an **Original Summarized Sheet** of turnover certified by registered CA must be closed. **In case of FY 2021-22, Bidder are allowed to submit provisional balance sheet, ITR, Turnover and Net-worth Certificate. CREDA reserves the right to call for these documents once audited from such bidders anytime during the validity of the bid.**
- f. Bidder 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.
- g. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
  - 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
  - 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.
2. **BIDDING PROCESS-**  
For ease of accessing the e-bidding website and registration the following is to be done by bidder -
- 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.
  - The user will be directed to e-bidding page where all information regarding registration is available along with helpline details.
  - Technical bid and Price Bid shall be submitted online only at <https://eproc.cgstate.gov.in> latest by **05.00 PM on 07.10.2022**. Bids submitted after scheduled time and date shall not be considered.
3. **EMD AND BID DOCUMENT FEE-**  
Earnest Money Deposit of Rs. One Lakh Fifty Thousand Rupees only submitted in the form of Demand Draft/Pay Order or RTGS/NEFT as mentioned in the **NIT** vide no.

11871/CREDA/SOLAR MODULE/2022-23 Date: 15.09.2022 , EMD submitted in any other form e.g. **Cash/Bank Guarantee/FDR/TDR etc. shall not be accepted.**

**4. 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 Check list on page no.05 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 original 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 purpose only and must not be related with the Envelopes mentioned in the context of the checklist on page-06.**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.

**5. SPECIFICATION AMENDMENTS-**

- a. The Specifications of solar module should be as per as Specified in the Bid. If any amendments are issued by CREDA in due course of time, in this context, then those shall be applicable under this Bid.
- b. CREDA reserves the right to amend or change minor specifications of the entire or any component of solar module even after the issuance of supply order as per the site conditions and demand.

**6. GST & PAN-**

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

**7. THE BID-**

- a. 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 **15-09-2022 05:00 PM onward till 07-10-2022 up to 05:00 PM.**
- b. 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.**

**8. 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.

**9. REGISTRATION OF BIDDER-**

Bid shall be rejected of all those bidders who are not registered with CREDA at the time of submission of bid as vendor. Only one dealer or distributor of a company/manufacturer or manufacturer itself shall be allowed to participate in the Bid. In case more than one dealer/distributor participates in the tender then the tender of both bidder will be rejected.

**10. 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 till two year from the date of award/contract; however CREDA shall have liberty to increase or decrease this validity if needed.

**11. TERMS & CONDITIONS-**

- a. The terms, conditions and specifications mentioned in Bid document shall be binding on the Bidders and no condition or stipulation contrary to the conditions shall be acceptable. It may please be noted that the Bidders who do not accept terms and conditions stipulated in this Bid documents, their offers shall be liable to be rejected out-rightly without assigning any reason whatsoever.
- b. Each page of Bid document & enclosures shall be signed by the Bidder and seal affixed. All the pages of the documents issued must be submitted along with the technical offer. In case of any corrections / alterations in the Bid, the Bidder should attest the same; otherwise Bids may not be considered.
- c. Bidders are also instructed to submit their Bids in properly arranged manner (with index, proper paging and with flags on important documents). Incomplete, lose, conditional or improper arranged Bids will not be accepted.

**12. CREDA RESERVES THE RIGHT-**

- a. 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.
- b. 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.
- c. To increase or decrease of aggregate quantities as per discretion or circumstances.
- d. Due to large quantum & limitation of the time period for completion of the supply CREDA may, if required, take consent from other eligible Bidders if they agree to work on rates approved by CREDA.
- e. CREDA may undergo agreement with those eligible Bidders who give consent to supply on rates standardized by CREDA and may allocate work to them. Rates approved through this Bid may be standardized for all eligible Bids to supply solar modules in **year 2022-23 and 2023-24** and shall be valid till **31-03-2024**. However CREDA reserves right to curtail or extend this period.
- f. CREDA reserves the right to amend or change minor specifications of the entire or any component of solar module even after the issuance of supply order as per the site conditions and demand.

**13. COMMUNICATIONS -**

- a. All the communication between Bidder and CREDA shall be in writing. Notice sent by Fax or other Electronic means 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/Emails/Post/Courier or open offers etc. received shall be

summarily rejected.

**14. BID DOCUMENT FEE AND EARNEST MONEY DEPOSIT-**

- a. Each Bidder should submit Bid Document Fee and earnest money 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 transaction only as mentioned in the Bid No. **109555/CREDA/SOLAR MODULE /2022-23 Dated 15-09-2022.**
- b. **Tender Document Fee and EMD submitted in any other form e.g. Cash/Bank Guarantee/FDR/TDR etc. shall not be accepted.**

**15. 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](mailto:credatendercell@gmail.com) on or before **21-09-2022 till 05:00 PM.** 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 Bid 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](http://www.creda.co.in) and on Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in>.

**16. TECHNICAL CRITERIA-**

- a. Bidder must have original valid test report of all capacities of solar module in the name of manufacturer. The solar module must be tested from Solar Energy Test Centre or any other test center accredited by Ministry of New & Renewable Energy (MNRE)/ NABL. Bidder must also have to submit certified copy of original test reports of all capacities of solar module for which he is bidding.

**Financial bid of those Bidders will not be opened who have not submitted valid test report.**

**Bidder should have original test certificate for solar module valid at the time of opening of the bid. In case of dealer/Distributor, the bidder should have certified copy of original test report and valid BIS license issued by manufacturer to him on his letter head for submission.**

In case, during the execution of the work/supply, if the bidder wishes to change the make of solar module (with the same specifications in this bid), then such bidder shall have to submit the test report of newly proposed configuration to CREDA and only after due approval from CREDA, the bidder can supply such solar module in the field. CREDA reserves the right to allow or disapprove such new configurations as and when they are brought to CREDA's notice by the bidders.

- b. The Bidder should have sufficient technically qualified and well-experienced manpower for execution of the project and after sales service of solar module. These details may be called by CREDA and in case there is any deficiency found the Bidder may be debarred.
- c. Financial bid of those Bidders will not be opened who have not submitted valid test reports for solar module.

**17. 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 bids up to three years. CREDA's decision in this regard will be final and binding on the Bidders.

**18. PRICE OF SUPPLY OF SOLAR MODULE -**

- a. The Price quoted for all capacities of solar module must be with ten years onsite warranty. The GST shall be paid extra as per prevailing rate (the GST regulation notification no. 08/2021-Central tax (Rate) dated 30.09.2021). The prices shall be filled exactly as per **e-Price Bid enclosed**.
- b. Any change in GST shall be become applicable during the period of contract.
- c. **There shall be no escalation of rates under any circumstances.**

**19. ENGINEERING DOCUMENT-**

Bidders will have to submit Engineering Documents with technical details, Specifications and make etc. to CREDA for approval, as and when asked by CREDA. Supply may only be started out only after approval of the Document and their samples.

**20. SAMPLES –**

If required, samples of the components shall have to be displayed for CREDA in prescribed manner after receipt of notification of CREDA for testing, verification purpose without any additional cost.

**21. INSPECTIONS -**

CREDA reserves right to inspect the material at Godowns /Temporary stores before dispatch and also at works sites.

**22. CORRUPT OR FRAUDULENT PRACTICES -**

- a. CREDA requires the bidder/SI 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/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 contract.

**23. 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 rupees 01 crore shall have to be deployed by the System Integrator/vendor. (As per CG Govt.'s order no. F7-17/2020/1-6 Dated 02.12.2020)

**24. 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.

**25. 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 - 2 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 the Chief Engineer/Superintending Engineer.
- b. **Work/supply** shall mean any work entrusted to the Bidder as mentioned in the scope of work and Work Order.
- c. The "**Engineer in charge**" shall mean the Engineer or Engineers authorized by CREDA for the purpose of this contract. Inspecting Authority shall mean any Engineering person or personnel authorized by CREDA to supervise and inspect the quality of the solar module.
- d. "**The Eligible SI/Bidder/Vendor/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.
- e. "**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 Bidder from time to time, as well as all samples and pattern, if any,
- f. "**Month**" shall mean calendar month. "Writing" shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or written by hand.
- g. **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 manufacturers of solar module shall have to submit proof of their manufacturing unit and appropriate registration documents and list of Machineries and Equipment's.

### 3. CONTRACT DOCUMENT-

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

### 4. MANNER OF EXECUTION-

- a. Execution of work shall be carried out under Government Mode Scheme of CREDA 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. All the materials supplied as per supply Order issued shall be kept at site in the custody of bidder. CREDA shall not be responsible for any loss or damage of any material during the transportation.
- c. All the electrical works should be done as per various provisions of Indian Electricity Act. The persons engaged for carrying out electrical works should have a valid **B-class** license or above issued by licensing board of Chhattisgarh.
- d. After supply, joint inspection shall be done in presence of vendor and CREDA and after successful installation and its approval from CREDA, a JCC shall be signed and the necessary documents shall be forwarded for payments as per guidelines and procedures of CREDA.

**5. VARIATIONS, ADDITIONS & OMISSIONS-**

CREDA shall have the right to alter, amend, omit, split or otherwise vary the quantum of supply, by notice in writing to the vendor/Bidder. The eligible bidder shall carry out such variation in accordance with the rates specified in the contract so far as they may apply and where such rates are not available; those will be mutually agreed between CREDA and the eligible SI/vendor.

**6. INSPECTION-**

- a. The Engineer-in-Charge or his authorized representative(s) shall be entitled at all reasonable times to inspect and supervise and test during supply and commissioning. Such inspection shall not relieve the eligible bidder 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 bidder, if desired by CREDA.
- c. CREDA will undertake real time performance and quality test of randomly selected solar module and components during the course of execution as per the specifications and guidelines laid by CREDA to ensure quality and performance of solar module and its components.

**7. COMPLETION OF WORK-**

Time being the essence of contract, the supply of the solar modules shall be completed within the time schedule prescribed in the supply Order.

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

CREDA may by written notice of default to the eligible Bidder/vendor, terminate the contract in circumstances detailed hereunder -

- a. If in the opinion of the CREDA, the eligible vendor 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 vendor.
- b. If in the opinion of CREDA, the eligible vendor 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 vendor or agency upon such terms and in such a manner as it may deem appropriate and the eligible vendor shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion of supply and or for penalty as defined under this Bid document until such reasonable time as may be required for the final completion of the supply. CREDA may debar such a defaulter vendor 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 vendor 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 until the supply is completed.

**9. FORCE MAJEURE-**

The eligible vendor 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 vendor 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. Delay in supply of any accessories of solar power plants etc. by the related vendors, to whom the Bidder has placed order, shall also not be treated as force majeure.

**10. REJECTION OF WORKS -**

In the event of any of the material supplied/work done by the eligible vendor 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 vendor to rectify the same. **CREDA may impose penalty for such rejection up to the 200% cost of the entire supply. Habitual/repeated offenders shall be black listed/debarred to participate in the any Bid/ Activity of CREDA till further orders.** The eligible vendor on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible vendor 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 vendor plus **15%** service charges of the cost of such rectification, from the eligible vendor 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 vendor 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 supply is delayed due to any reason beyond the control of the eligible vendor, the eligible vendor 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/delivery date of solar module 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. MAKES OF EQUIPMENTS TO BE USED IN THE WORK-**

- a. The Solar module & Other BOS should be as per BIS standards.
- b. The eligible vendor has to ensure that solar module are as per technical requirements of guidelines of CREDA as complied with. The material/works for which CREDA/MNRE or BIS or ISI specification is not available, engineer-in-charge of the works will examine and approve the material/works, preferably of all makes on which CREDA has report of satisfactory performance.
- c. Manufacturer Authorization Form (MAF) on with Manufacturer's Letter head of solar module/Other BOS which the vendor is intending to supply shall be submitted with technical bid.
- d. The vendor/dealer/Distributor shall ensure that manufacturer of solar module and other BOS shall be registered with CREDA before supply/use of solar module of his make.



**13. WARRANTEE PERIOD AND POST SUPPLY SERVICES-**

- a. Warrantee on SPV Modules shall be for **10 (ten) years** from the date of supply and must be warranted for their output peak watt capacity, which should not be less than **90%** at the end of **10 years** and not less than **80%** at the end of **25 years**.
- 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. The warrantee period shall be extended by the period during which the solar module remains non-functional due to reasons within control of the eligible vendor's.
- d. This warrantee must be an onsite warrantee and the eligible vendor will have to replace the defective material within **07 days** positively from the date of information given to him by CREDA.
- e. Care should necessarily be taken to make the solar module operational, once the reporting of the fault/non-operational status is done by CREDA through service units, within 5 days. If the solar module is not made operational within **07 days** CREDA may rectify the same at the cost of vendor and the warrantee period shall be extended accordingly for delay period.
- f. Eligible vendor/Bidder shall have to establish their service stations anywhere in the Chhattisgarh preferably in Raipur and shall have to keep sufficient quantity of solar module and man power to ensure proper service network for taking care of smooth functioning of solar module supplied by them. Vendor shall have to give a toll free number to register complaints.

**14. TERMS OF PAYMENT-**

- a. 95% of the cost of the supply order (including GST) after successful delivery of the solar module at the site and submission of JCC in hard copy.
- b. Balance 5% of the eligible payment excluding GST shall be retained by CREDA as Security Deposit for a period of **60 Months** from the date of supply.

**15. PENALTY FOR DELAY IN COMPLETION OF CONTRACT-**

- a. If the eligible bidder/vendor fails to complete the assigned supply within the schedule time specified in the supply order or any extension granted there to, CREDA will recover from the vendor as penalty of up to **Two percent (2%)** per month of the solar module price excluding GST for every delayed supply. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **5% (Five Percent)** of the cost. The eligible vendor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE.
- b. Review of the progress of supply of solar module allocated to vendor shall be done time to time by CREDA and if the progress of supply is found unsatisfactory, the allocation of entire remaining supply or their part of can be re-allocated to other vendor as per discretion of CREDA.

**16. 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 **5%** of the cost shall also be retained as SD during the five years of warrantee period. No interest shall be payable on the SD.

- c. Period for which EMD and SD are to be retained may be extended in case the warrantee period is extended due to nonperformance of the solar module.
- d. All costs of damages and delays for which the eligible vendor is liable to the CREDA will be deducted from any money due to the eligible vendor including the security deposit of any project under CREDA.

**17. INSURANCE-**

The eligible vendor shall arrange insurance coverage for the solar module at his custody till successful handover to CREDA at site. The eligible vendor shall take up insurance or such other measures for the manpower so as to cover the claim for damage/accident under workmen's compensation Act and other applicable State/Central laws. CREDA shall not bear any responsibility on this account.

**18. PENALTY DUE FROM THE ELIGIBLE VENDOR-**

All costs of damages and delays for which the eligible vendor is liable to the CREDA will be deducted from any money due to the eligible vendor including the security deposit of any project under CREDA.

**19. RESPONSIBILITY OF ELIGIBLE VENDOR-**

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of solar module by CREDA, if any, the ultimate responsibility for satisfactory performance of the solar module supplied shall rest with the eligible vendor. If in any case the eligible vendor does not complete the supply as per the supply Orders issued to them then CREDA may take over the task & complete the project at the risk and cost of eligible vendor.

**20. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE-**

If any loss or damage occurs to the solar module or any part thereof or materials/plant/equipment's for incorporation therein the period for which the eligible vendor is responsible for the cause thereof or from any cause whatsoever, the eligible vendor 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 vendor 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.

**21. RESPONSIBILITY TOWARDS THE WORKMAN OR OUTSIDERS-**

- a. **The eligible Vendor shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due under Workmen Compensation Act.**
- b. The eligible vendor 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 vendors. The eligible vendor shall also be responsible for any claims of the workers including, labor payments PF, Accidental Insurance, Gratuity, ESI & other legal obligations.
- d. CREDA shall have all rights to deduct such claims of payments from vendor in case of complaints of such violations.

**22. NON-ASSIGNMENTS-**

- a. The eligible bidder shall not assign or transfer the supply orders issued as per this contract or any part thereof without the prior approval of CREDA.

**23. CERTIFICATES NOT TO AFFECT RIGHTS OF CREDA-**

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

**24. 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 SI/vendor 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.

**25. LAWS GOVERNING CONTRACT-**

The contract shall be constituted according to and subject to the Laws of India and jurisdiction of the High Court of Bilaspur, Chhattisgarh.

**26. LANGUAGE AND MEASURES-**

All documents pertaining to the Contract including specifications, schedules, notice correspondences, operating and maintenance instructions, drawings or any other writings shall be written in English / Hindi language. The metric system of measurement shall be used in this contract.

**27. CORRESPONDENCE-**

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

**28. SECRECY-**

The eligible vendor shall treat the details of the specifications and other documents as private and confidential and they shall not be reproduced without written authorization from CREDA.

**29. AGREEMENT-**

The successful eligible vendor 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.

**30. 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 vendor or through sublet then, such vendor 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 vendor would render himself liable to be blacklisted for three years and removed from approved list of vendors 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 (**Annexure – II**) 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.

**31. 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 shall have rights and liberty to amend/lower the rates.
- c. Conditional Bids shall not be accepted.
- d. CREDA shall have rights and liberty to call any /other parties who are technically qualified but not accepted to supply on approved rates, as and when required in accordance with quantum of work and scheduled time limits for completion of targets.

**32. EVALUATION OF PRICE BID-**

Price bid shall be evaluated on the basis of quoted rates. L1 rate i.e. lowest rate of supply of solar module shall be considered, however CREDA shall have discretionary power to amend/lower the rates.

**33. ALLOCATION OF TARGETS AND AREA OF WORK–**

- a. Preference shall be given to L1 Bidder for supply.
- b. Additionally, the allocation of supply to bidders, including L1 bidder shall be subject to their past performance in CREDA. CREDA reserves the right to amend the allocations to bidders based on this criterion.
- c. Increase or decrease allocations shall be decided at the sole discretion of CREDA, which shall be final, binding and conclusive on the bidders.
- d. Allocation can be further extended or curtailed as per discretion of CREDA, in interest of expeditious work completion.
- e. CREDA reserves all rights for allocation of supply and the decision of CEO, CREDA shall be final and binding.
- f. Review of the progress of supply order issued to vendors shall be done time to time by CREDA and if the progress of work is found unsatisfactory, the allocation of entire remaining supply or their part of can be re-allocated to other vendor as per discretion of CREDA.

**34. 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 latter 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 anytime.**

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

(Name, Signature & Seal of the SI)

## **SECTION-3**

### **SCOPE OF WORK**

The scope of work in brief will be as follows-

- 1. Supply of multi/mono crystalline solar modules as per the technical specifications approved by CREDA. Ten onsite warrantee for manufacturing defects shall be required for solar module after successful delivery and proper handing over. The vendor shall have to provide all technical support for the successful installation and commissioning of solar module in the solar power plant or any other solar systems.**
  
- 2. The scope of work shall also include the following:**
  - a. Vendor shall furnish all necessary information for solar module, Warrantee, DOs & Don't etc. so as to avoid further misunderstandings and disputes.
  - b. Detailed planning of time bound smooth execution of supply order.
  - c. Providing User Manuals and Warrantee Cards to beneficiary /CREDA.
  - d. SI/vendor shall have to submit JCCs within 120 days of supply of solar module in concerned District Office of CREDA.
  - e. Onsite warrantee for manufacturing defects for ten years fault-less operation, assure inventory for maintenance.
  - f. Vendor must ensure safety and insurance against risk liability of all personnel associated during installation and repairs of the system.
  - g. Training of at least two persons nominated by CREDA, on the various aspects of operation and maintenance of the offered solar module after commissioning.
  - h. The eligible vendor shall maintain sufficient inventory of the spares to ensure that the system can be made functional within 7 days from the communication of breakdown of the system during the warrantee period.
  - i. The eligible SI/vendor shall run the system on trial basis and shall closely monitor the performance of the solar module before handing over, so that the assured performance can be estimated for monitoring of the system. CREDA shall examine the generation from solar module and ascertain if the generation is adequate with reference to the capacity of the solar module.
  - j. The eligible vendor shall have to monitor the performance of the solar module before its handing over at site, so that the desired back up can be assured.
  - k. Performance Guarantee Test: Successful performance guarantee test to demonstrate the rated capacity of solar module as per CREDA's norms shall have to be conducted by vendor in presence of representatives of CREDA, if required.
  - l. Vendors shall have to establish their service stations anywhere in the state of Chhattisgarh preferably in Raipur and shall have to keep sufficient quantity of spares and man power to ensure proper service network for taking care of smooth functioning of solar module supplied by them. Vendors shall have to give a toll free number to register complaints.

**SECTION -4**

**TECHNICAL SPECIFICATION FOR SOLAR MODULE**

The capacities of multi/mono solar modules that are usually required for the operation and maintenance work of CREDA are listed as below:-

S.No.	Solar Module Capacities
1	40 Watt
2	72 Watt
3	150 Watt
4	200 Watt
5	250 Watt
6	260 Watt
7	280 Watt
8	300 Watt
9	315 Watt
10	320Watt

**01. SOLAR MODULE TECHNICAL SPECIFICATION-**

- a. Modules shall have certificate as per IS14286/IEC 61215 specifications or equivalent National or International/ Standards. STC performance data supplied with the modules shall not be more than one year old.
- b. Modules must qualify to IS/IEC 61730 Part I and II for safety qualification testing.
- c. The minimum module efficiency should be minimum 15 percent and fill factor shall be more than 70percent.
- d. Modules must qualify to IEC TS 62804-1:2015 for the detection of potential-induced e-gradation - Part 1: Crystalline silicon (Mandatory in case the SPV array voltage is more than 600 VDC).
- e. The name plate shall conform the IS 14286/IEC61215.
- f. Variation in overall SPV array wattage from the specified wattages shall be within zero percent to +10 percent.
- g. The PV Modules must be warranted for output wattage, which should not be less than 90% of the rated wattage at the end of 10 years and 80% of the rated wattage at the end of 25 years.

**h. IDENTIFICATION AND TRACEABILITY-**

Each PV module must use a RF identification tag (RFID), which must contain the following information:

- i Name of the manufacturer of PV Module
- ii Name of the Manufacturer of Solar cells
- iii Month and year of the manufacture (separately for solar cell and module)
- iv Country of origin (separately for solar cells and module)
- v I-V curve for the module (should be submitted in soft copy at D.O.)
- vi Peak Wattage,  $I_m$ ,  $V_m$  and FF for the module
- vii Unique Serial No and Model No of the module
- viii Name of the test lab issuing IEC certificate
- ix Other relevant information on traceability of solar cells and module as per ISO 9000 series.

**The RFID must be inside of module lamination. The module laminate, but must be able to with stand harsh environmental conditions**

- k. The panel should be supplied with CREDA Logo in the form of permanent sticker on the back of SPV panel or duly laminated inside the glass of solar module with the remark "Manufactured for CREDA". Inter connections of solar modules should be

through good quality male female joint. Name of manufacturer, Sl. No. of Module & manufacturing year should be clearly fixed inside the glass lamination of every module. Back label should be affixed behind every module which should clearly state the specifications & capacity of the module.

- i. All SPV modules must be indigenously built and made in India

**Test reports/ certificate from IEC/NABL accredited laboratory to be mandatorily enclosed for relevant IEC/equivalent BIS Standards. All Solar modules shall be strictly as per MNRE’s ALMM list w.e.f. 31.03.2021.**

**02. Mandatory BIS/IEC Standard -**

The solar module must conform to the latest edition of IEC/ Equivalent BIS Standards/ MNRE specifications / as specified below:

S NO	BOS ITEMS/SYSTEMS	Applicable BIS/Equivalent IEC Standard Or MNRE Specifications	
		Standard description	Standard no.
1	Crystalline solar module	Design qualification and type approval of crystalline silicon(including bifacial) and thin film terrestrial PV modules	IS 14286:2010 IS 16077:2013
2.		PV module safety qualification and requirement for testing	IS/IEC 61730-2:2004
3		PV module safety qualification and requirement for construction	IS/IEC 61730-1:2004
		The detection of potential-induced e-gradation - Part 1: Crystalline silicon (Mandatory in case the SPV array voltage is more than 600 VDC).	IEC TS 62804-1:2015

**03. WARRANTY-**

Warranty on SPV Modules shall be for **10 (ten) years** from the date of supply and must be warranted for their output peak watt capacity, which should not be less than **90%** at the end of **10 years** and not less than **80%** at the end of **25 years**.

**04. TRACEABILITY OF THE PRODUCT TO BE SUPPLIED-**

In order to prevent the misuse of the product such as unauthorized sale or diversion to the open market, the following incorporation shall be made in the product.

Engraving (or) Screen printing of CREDA at a suitable place as per point no 01(k) above.

**SECTION -5**

**ANNEXURES, FORMS**

**ANNEXURE – I**

**(EXPERIENCE CERTIFICATE ON THE OFFICIAL LETTER HEAD OF CONCERNED GOVERNMENT DEPARTMENT WITH SEAL AND SIGN BY AUTHORIZED SIGNATORY)**

Ref.No.....

Date.....

**CERTIFICATE OF COMPLETION OF SUPPLY – SOLAR MODULE**

This is to certify that **Name of Bidder, Address of Registered Office** has successfully completed the work of supply of.....Nos. of solar modules (.....Scheme) against various Sanction of Name of Agency at various locations in ..... State, as per following details–

S.no	Type of solar module(Multi/Mono)	Aggregate Capacity of solar module	Year & Scheme	Total number of solar module supplied	Remarks if any
		<b>Total</b>			
		-			

This workmanship and performance of the above supplied solar module are found satisfactory and are in successful operation.

**Seal & Sign**  
**(Authorized Signatory)**



**FORMAT FOR THE AFFIDAVIT**

(Declaration of conflict of Interest)

(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 of..... resident 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 Tender/bid no. 109555/CREDA/SOLAR MODULE/2022-23 DATE-15-09-2022 issued by Chhattisgarh State Renewable Energy Development Agency (CREDA) (authority inviting bids) for standardization of rates for supply of solar module of different capacities with ten years onsite warranty conforming to the BIS & MNRE standards anywhere in the state of Chhattisgarh (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 30(a) in Section - 02, 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 9 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**

**e-Price Bid  
e-Price Bid (For supply of solar module)**

Schedule of Rates for supply of solar module  
(E-bidding as per Specifications & Scope of Work of  
BID DOCUMENT No. 109555/CREDA/ SOLAR MODULE/2022-23 Dated-15.09.2022)

Rates for supply of multi/mono crystalline solar modules of different capacities with ten years onsite warranty conforming to the BIS & MNRE standards anywhere in the state of Chhattisgarh as per scope of work, technical requirement, specifications & terms and conditions etc. of the tender.

**Price Bid**

S No	Description of solar module	Units	Rate (Excluding GST) (In.Rs)
1	Supply of <b>multi/poly crystalline</b> solar modules of capacity ranging from 40Wp to 190 Wp with full cells/cut cells as per MNRE/BIS standards and tender technical specification	Per watt	
2	Supply of <b>multi/poly crystalline</b> solar modules of capacity ranging from 200 Wp to 390 Wp with full cells/cut cells as per MNRE/BIS standards and tender technical specification	Per watt	
3	Supply of <b>mono crystalline</b> solar modules of capacity ranging from 40Wp to 190 Wp with full cells/cut cells as per MNRE/BIS standards and tender technical specification	Per watt	
4	Supply of <b>mono crystalline</b> solar modules of capacity ranging from 200 Wp to 390 Wp with full cells/cut cells as per MNRE/BIS standards and tender technical specification	Per watt	

Certified that rate quoted above are as per the requirement, specification and terms & condition mentioned in the bid document.

Above rates are FOR anywhere in the State of Chhattisgarh inclusive of roadworthy packing, loading, unloading, all types of incidental expenses, insurance, duties and any other job required to properly execute the work with ten years warrantee, as mentioned in the Bid document. (Above rates applicable for supply of solar module as per MNRE and CREDA Specifications stated in Bid document (Page 22-23)). The GST payable on the bill produced for payment to CREDA shall be paid in addition to above quoted price as per rate of GST applicable.

**(No other cost will be claimed other than above quotes price & the applicable GST)**

**Signature of the Authorized Signatory:**.....

**Seal of Company:** .....

**Date:** .....

CREDA Logo to be pasted on SPV modules



**DRAFT AGREEMENT**

CONTRACT AGREEMENT BETWEEN Chief Engineer Chhattisgarh State Renewable Energy Development Agency (CREDA) Raipur ANDM/s..... Represented by..... THIS CONTRACT AGREEMENT against Bid DOCUMENT No. 109555/CREDA/SOLAR MODULE/2022-23 Dated 15.09.2022 (also referred to as “Service Contract”) is made on the day of .....2022.

**BETWEEN**

1. Chief 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 (hereinafter called “The Employer” and also referred to as “CREDA”)

**And**

2. ....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.....hereinafter called “The Contractor/Vendor” and also referred to as “.....”

Whereas the contractor has offered to enter into contract with the said CREDA for “Supply of multi/mono crystalline solar modules of different capacities with ten years onsite warranty conforming to the BIS & MNRE standards anywhere in the state of Chhattisgarh”.

Vide **BID DOCUMENT No. 109555/CREDA/ SOLAR MODULE/2022-23 Dated 15.09.2022** on the terms and conditions herein contained and the rates approved by the CREDA (Letter No. .... dated..... annexed here to)have been duly accepted and whereas the necessary security deposit shall be furnished in accordance with the provisions of the Bid document and whereas 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 hereinafter 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, for supply of “**SOLAR MODULE**” 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 hereto and such other additional particulars, undertaking, instructions, general conditions of contract, Scope of work, Technical specifications of solar module and Annexure therein, engineering documents, detailed specifications of BOS & drawings, so far they relate to the Bid DOCUMENT No. 109555/CREDA/SOLAR MODULE/2022-23 Dated-15/09/2022 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 here in used.
- 3) The contractor shall also supply the requisite 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 within 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 times to inspect and supervise and test during installation and commissioning. Such inspection will not relieve the eligible SI/vendor from their obligations 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 SI/vendor, if desired by CREDA. CREDA reserves right to inspect the material at Godowns / Temporary Stores before dispatch and also at works sites.
- 6) 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.
- 7) **ELIGIBLE SYSTEM INTEGRATOR'S/VENDOR'S LIABILITY IN CASE OF DEFAULT-**

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

- a. If in the opinion of the CREDA, the eligible SI/Vendor 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 SI.
- b. If in the opinion of CREDA, the eligible SI/Vendor fails to comply with any of the provisions of this contract.
- c. In the event of CREDA terminating the contract in whole or in part as provided in paragraph (a) above, CREDA reserves the right to engage another eligible SI/Vendor or agency upon such terms and in such a manner as it may deem appropriate and the eligible SI/vendor shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion of supply of the solar module 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 SI/Vendor 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 SI/vendor shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay as set out in clause 16 until the work is completed.

8) **FORCE MAJEURE-**

The eligible SI/vendor 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 SI/vendor 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. Delay in supply of any accessories of solar module etc. by the related vendors/manufacturer/OEM, 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 the material supplied/work done by the eligible SI/Vendor is found defective in material or workman ship or otherwise not in conformity with the requirements of this contract specifications, CREDA shall either reject the material and/or work and advise the eligible SI/vendor 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 SI on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible SI/vendor 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 SI/vendor plus **15%** service charges of the cost of such rectification, from the eligible SI/vendor 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 SI/vendor 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 installation is delayed due to any reason beyond the control of the eligible SI/vendor, the eligible SI/vendor 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/delivery date of solar module 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.

**11) PENALTY FOR DELAY IN COMPLETION OF CONTRACT-**

- a. If the eligible SI/vendor fails to complete the assigned work within the schedule time specified in the work/supply Order or any extension granted there to, CREDA will recover from the SI as penalty of upto **Two percent (2%)** per month of the solar module price excluding GST for every delayed supply. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **5% (Five Percent)** of the cost. The eligible SI/vendor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE
- b. Review of the progress of supply of solar module allocated to SI's/Vendor's shall be done time to time by CREDA and if the progress of supply is found unsatisfactory, the allocation of entire remaining supply or their part of can be re-allocated to other SI/vendor as per discretion of CREDA

**12) PENALTY DUE FROM THE ELIGIBLE SI-**

All costs of damages and delays for which the eligible SI/vendor is liable to the CREDA will be deducted from any money due to the eligible SI/vendor including the security deposit of any project under CREDA.

**13) RESPONSIBILITY OF ELIGIBLE SI'S -**

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the solar module by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible SI/vendor. If in any case the eligible SI/vendor does not complete the supply as per the supply Orders issued to them then CREDA may take over the task & complete the project at the risk and cost of eligible SI/vendor.

**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 therein the period for which the eligible SI/vendor is responsible for the cause thereof or from any cause whatsoever, the eligible SI/vendor shall at his own cost rectify/replace such loss or damage, so that the permanent work confirms in every respect with the provision of the contract to the satisfaction of the Engineer. The eligible SI/vendor 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 OUT SIDERS-**

- a. The eligible SI/vendor shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due under Workmen Compensation Act .
  - b. The eligible SI/vendor 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/vendors. The eligible SI/vendor shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
  - d. CREDA shall have all rights to deduct such claims of payments from SI/vendor in case of complaints of such violations.
- 16) Contractor shall provide ten years onsite warranty in supplied solar module from the date of supply as per the terms & conditions prescribed in the **BID DOCUMENT No. 109555/CREDA/ SOLAR MODULE/2022-23 Dated-15/09.2022 .**

**17) 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 SI/VENDOR or through sublet then, such SI 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/vendors 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 (**Annexure – II**) 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.
- 18) The contractor shall arrange insurance coverage for the solar module at his custody for the work under execution and successful handover 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.
- Contractor shall arrange for insurance coverage for solar module during CMC period i.e. for 05 years from the date of supply. Insurance should cover for damage and theft. In case of such incidence, SI/vendor must replace the lost/damaged solar module within 7 days.
- 19) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the Bid document including any correspondence between the contractor and the **CREDA** having bearing on execution of work and payments of work to be done under the contract.
  - 20) The contractor 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.

- 21) All the taxes deductible at source as per Acts in vogue shall be recovered by CREDA and deposited with the appropriate authorities
- 22) Contractor agrees to abide by any decision/instruction passed by the appropriate authority under Anti-profiteering rules notified by the state/central government under GST act.
- 23) Any dispute arising out of the contract shall be subject to the jurisdiction of Hon'ble High Court of Chhattisgarh.

**"Herewith everything and anything contained in Bid document no. 109555/CREDA/SOLAR MODULE/2022-23 dated: 15/09/2022 is part of this agreement which has been dully signed by both bidder and authorized signatory of CREDA".**

In witness whereof the parties present today has hereby entered into agreement.

**Signed & sealed on behalf of the above**

**Name of contractor/Vendor**

**Signed on behalf of**

**CREDA**

Name:

Name:

Designation:

Designation:

**Witness:**

1. Name:-.....

2.Name:.....

Address:-.....

Address:.....

Ref. Bid Document No.:\_\_\_\_\_.

**DECLARATION FOR SUPPLYING SAME MAKE OF SOLAR MODULE AS PER THE TEST CERTIFICATE**

From:

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Declaration for using same make of equipment's as per the test certificate**

*We are agreeing to accept that the same make of solar module for which the test report is to be submitted under this Bid to CREDA, is as per Guidelines and Procedures mentioned in the bid and will be supplied by us. We declare to procure the components mentioned above only from the Vendors registered with CREDA.*

*Incase if some different make of solar module will be supplied during the implementation or warranty period, we will submit the test report for that particular make component(s). We also agree that such test reports shall be issued by the National Institute of Solar Energy and any other lab accredited by NABL for testing of solar module as per MNRE/BIS specifications and testing procedure.*

**Name of Authorized Signatory**

**Signature of suppliers  
(With stamp)**

**SCHEDULE - I**  
**PART 'A': GENERAL INFORMATION**

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

- 01.** Name & Address of the Bidder :
- 02.** Name & Address of the firm/Company etc. :
- a) Registered office :
- b) Factory/works address :
- c) Fax Nos. :
- d) Telephone /Mobile Nos. :
- e) Email id :
- 03.** Confirm whether 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 Unit of Chhattisgarh State : Yes/No
- a) If yes, write registration No. :
- b) Whether documentary evidence  
Regarding registration enclosed :
- c) Items for registration :
- d) Period of registration :
- e) Whether latest copy Competency/ Certificate furnished : Yes/No
- 06.** Whether the firm is 100% owned by :
- a) State Government : Yes/No
- b) Central Government : Yes/No
- If yes, Notification/certificate issued from : Yes/No
- The competent authority to this effect is enclosed
- a) Whether the bidder is old participant with CREDA : Yes/No
- b) If yes, whether documentary Evidence is enclosed. : Yes/No
- 07.** Any other information that bidder may like to give in order to highlight his bid If yes, give details : Yes/No

PLACE:

**SIGNATURE OF BIDDER**

NAME IN FULL

DATE:

DESIGNATION/STATUS

FIRM/COMPANY SEAL

**SCHEDULE - II**

**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 : .....
- 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 the rebate is unconditional/conditional : Yes/No  
 Rate/amount of rebate/discount  
 c) If conditional State condition : Yes/No
- 05. **PAYMENTTERMS:**  
 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 Bid
- 07. **PENALTY CLAUSE:**  
 Whether agreeable to CREDA's Penalty Clause : Yes/No
- 08. Whether agreeable to CREDA's clause of warrantee period : Yes/No
- 09. **SECURITY DEPOSIT:**  
 Whether Security Deposit clause is understood : Yes/No
- 10. Indicate State, Central Sales Tax Registration Number State : Yes/No  
 Central: (Please Note that in case of non-registration with Commercial Tax, Department  
 Purchase Tax as admissible shall be deducted by the Purchaser from the Bills of the supplier)
- 11. Please mention whether rates offered are applicable for : Yes/No  
 Part quantities.

PLACE:

**SIGNATURE OF BIDDER**

DATE:

NAME INFULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

### SCHEDULE -III

#### PART 'C': TECHNICAL INFORMATION

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

01. Whether material offered is exactly as per technical specification : Yes/No
02. Whether the copies of completion certificate received during last 3 years : Yes/No  
from other State Nodal Agency or from other Organization for solar module  
(if yes, give details) enclosed.
03. Whether pamphlets/technical details literatures along with drawing etc. : Yes/No  
furnished with the offer (if yes, give details)
04. Whether the Bidder agrees to furnish material test certificates in : Yes/No  
respect of chemical composition and physical properties from Govt./  
Govt. approved lab with each batch of supplies.
05. Whether the Bidder has furnished details of manufacturing equipment : Yes/No  
and short history of plant (if yes, give details)
06. Whether details of manufacturing process furnished with offer. : Yes/No  
(if yes, give details)
07. Whether all testing facilities are available. : Yes/No  
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

**SCHEDULE -IV**  
**TECHNICAL DEVIATIONS**

From,  
**Bidder Name & Address -**

To,  
**The CE(RE-V),**  
**CREDA, HO,**  
**Raipur**

**Sub – Technical Deviations.**

**Dear Sir,**

**01.** The technical deviations & variations to the specifications stipulated in the Bid, for the item quoted are as under -

<b>Sl. No.</b>	<b>Condition</b>	<b>Clause No. of Tender Document</b>	<b>Page No. of Tender Document</b>	<b>Statement of deviations and variations</b>
----------------	------------------	--------------------------------------	------------------------------------	---

**02.** Except aforesaid 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 Bid.

PLACE  
DATE

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

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

**END**