



# 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.) : +91-8839285325

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

**E-BID DOCUMENT No. 161998/CREDA/Sky Lift/2024-25 Dated: 28.11.2024**

**E-TENDER FOR FIXATION OF RATES FOR SUPPLY OF TRUCK MOUNTED  
HYDROLIC SKY LIFT VEHICLE IN ANYWHERE IN THE STATE OF CHHATTISGARH**

| Particulars   | From Date & Time       | To Date & Time         | Place   |
|---|------------------------|------------------------|---|
| Date of issue of notice inviting bid  | 28.11.2024<br>05:00 PM | ---                    | ----  |
| Period of availability of bidding document at website   | 28.11.2024<br>05:00 PM | 27.12.2024<br>05:00 PM | <a href="http://www.creda.co.in/Tenders">www.creda.co.in/Tenders</a><br><a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> |
| Submission of Pre Bid queries in writing  | 28.11.2024<br>05:00 PM | 05.12.2024<br>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       | 28.11.2024<br>05:00 PM | 27.12.2024<br>05:00 PM | <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>   |
| Opening of Technical Bid  | 30.12.2024<br>03:00 PM |                        | At CREDA H.O., Conference Hall, Raipur.<br>( <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) | 31.12.2024<br>03:00 PM |                        | At CREDA H.O., Conference Hall, Raipur.<br>( <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> )                          |
| Opening of e- Price Bid   | 02.01.2025<br>03:00 PM |                        | At CREDA H.O., Conference Hall, Raipur.<br>( <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> )                          |

**Tender Document Cost– Rs.5,000.00 + 18% GST = Rs.5,900.00**

**(in words Rupees Five thousand nine 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               |
|                | Check List   | 4               |
|                | Details of EMD and Tender Document Fee   | 5               |
|                | Undertaking of the Bidder  | 6               |
| SECTION - 1    | Instruction For Bidder   | 7               |
|                | Eligibility Criteria/Bidding Process   | 7               |
|                | EMD and BID Document Fee/Submission of Documents/GST&PAN/ The Bid/Analysis of Rate/Validity  | 8               |
|                | Terms & Conditions/CREDA reserves the right / Communications/ Bid Document Fee and Earnest Money Deposit/Pre-Bid Queries Submission in Writing   | 9               |
|                | Forfeiture of Earnest Money Deposit/ Engineering Document/ Maintenance Contract/Samples/Corrupt or Fraudulent Practices/ Tax Obligations/Jurisdiction of the Court ETC.  | 10              |
| SECTION - 2    | General Condition of Contract  | 11              |
|                | Definitions/Proof of Manufacturer/Contract Document/ Variations, Additions & Omissions/ Completion of work   | 11              |
|                | Eligible Bidder's Liability in Case of Default/Force Majeure/Rejection of works/Extension of time/Makes of Equipments to be used in the work   | 12              |
|                | Warrantee Period and Post Installation services/Terms of Payment/ Security Deposit (SD)/Insurance/Penalty due from the Eligible Bidders/ Responsibility Eligible Bidders/Certificates not to Affect Rights of CREDA/ Settlements of Disputes through Arbitration | 13              |
|                | Declaration of conflict of interest/ Laws Governing Contract/Language and Measures/Correspondence/Secrecy  | 14              |
|                | Bid Evaluation Criteria, Evaluation of Price Bid/Allocation of Targets and Area of Work  | 15              |
| SECTION - 3    | Scope of Work  | 16              |
| SECTION - 4    | General Technical Specification:   | 17-19           |
| SECTION - 5    | Annexures, Specification, Forms  | 20              |
|                | E-Price Bid  | 21              |
|                | Agreement  | 22-26           |
| End of Tender  |  | 27              |

**NOTICE INVITING BID**

CREDA invites online bid for fixation of rates for supply of Truck mounted hydraulic sky lift vehicle in anywhere in the state Chhattisgarh from fully experienced original equipment manufacturer (OEM) or their one authorized dealer, as per following details-

| Sl. No. | Item Description   | Approximate Quantity | Cost of Tender Document                     | EMD                | Essentials  |
|---------|--|----------------------|---|--------------------|---|
| 1.      | Supply of Truck mounted hydraulic based sky lift vehicle | 07                   | Rs 5,000.00<br>+18% GST<br>=<br>Rs.5,900.00 | Rs.<br>5,00,000.00 | As per clause no.1a to 1g of Eligibility Criteria<br><b>(Page no.09-10)</b> |

**Estimated Value of tender:-Rs. 1.50 Crore.**

**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  | 28.11.2024<br>05:00 PM | ---                    | ----  |
| Period of availability of bidding document at website   | 28.11.2024<br>05:00 PM | 27.12.2024<br>05:00 PM | <a href="http://www.creda.co.in/Tenders">www.creda.co.in/Tenders</a>  |
| Submission of Pre Bid queries in writing  | 28.11.2024<br>05:00 PM | 05.12.2024<br>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       | 28.11.2024<br>05:00 PM | 27.12.2024<br>05:00 PM | <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>   |
| Opening of Technical Bid  | 30.12.2024<br>03:00 PM |                        | At CREDA H.O., Conference Hall, Raipur.<br>( <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) | 31.12.2024<br>03:00 PM |                        | At CREDA H.O., Conference Hall, Raipur.<br>( <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> )                      |
| Opening of e- Price Bid   | 02.01.2025<br>03:00 PM |                        | At CREDA H.O., Conference Hall, Raipur.<br>( <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> )                      |

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 EE (RE-IV). 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.

**Executive Engineer  
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  | Value/No. /Amount) | Remarks |
|--------|---|--|--------------------|---------|
| 1.     | <b>A. Pre-Qualification</b>                     | EMD and Tender Document Fee submission form of the bidder confirmed by CREDA (as on page – 5)  |                    |         |
| 2.     |   | Scanned copy of Undertaking of the Bidder as mentioned on Page –6 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.  |                    |         |
| 7.     | <b>B. Technical and Financial Qualification</b> | Copy of Approved and valid Test Reports (if any).  |                    |         |
| 8.     |   | Original Net Worth Certificate duly signed by Chartered Accountant as on 31 <sup>st</sup> March 2023/2024.   |                    |         |
| 9.     |   | Self-attested copy of original certificate for last three financial years Turnover i.e. 2020-21, 2021-22 & 2022-23/2023-24 of work done in vehicle supply. |                    |         |
| 10.    |   | Self-attested copy of original ITRs for last three financial Years i.e. 2020-21, 2021-22 & 2022-23/2023-24 of the bidder                                   |                    |         |
| 11.    |   | Completion Certificates of supply of Truck mounted hydraulic sky lift vehicle ( <b>Annexure I</b> )  |                    |         |
| 12.    |   | Technical Data Sheet (if any).   |                    |         |
| 13.    |   | Authorization letter from OEM.   |                    |         |

**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. ....../-<br>In Words (Rs.....)    |
| (viii) Bid Document Fee              | Rs. ....../-<br>In Words (Rs.....)    |

**(Sign & Seal of the bidder)**

**\*NOTE –**

- 1. The EMD and the Tender Document Fee shall have to be deposited as mentioned in the NIT in CREDA's bank account (amount mentioned above). Bidder shall have to upload the transaction details as above or a scanned copy of the DD (if transaction is done through DD)**
- 2. In case the transaction is done through DD, the original DD has to be submitted in envelope as per Clause 6(d).**

**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 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. Five Lakhs** 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 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-

Experienced original equipment manufacturer (OEM) or their one authorized dealer may participate in tender.

##### a. MINIMUM EXPERIENCE

Bidders must have experience in any **three year out of 5 years i.e.** 2020-21, 2021-22 & 2022-23, 2023-24, 2024-25 of supply of **5 numbers** of vehicles in related category to any government department or Private organization in India.

i. Bidder has to submit the experience certificate issued from the government department or Private organization as a proof of experience.

ii. If authorized dealer of any manufacturer will participate in this tender then the valid authorization certificate issued from original manufacturer must be submitted with the bid documents. Without authorization certificate there bid shall not be accepted.

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 2023/24**. 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.

b. Bidders should have an aggregate turnover of **Minimum Rs. 01 Crore** in any three year out of five years i.e. 2018-19 ,2019-20, 2020-21, 2021-22 & 2022-23/ 2023x24 in related Projects. 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 a **Original Summarized Sheet** of turnover certified by registered CA must be enclosed. **In case of FY 2023-24 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.**

c. Bidders who are debarred from business by Govt. /Govt. Agency in any state would not be eligible to participate in this bid. A self-declaration should be submitted by the bidder to this effect, failing which bid shall be rejected.

d. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

i. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion litigation history, or financial failures etc; and/or

iii. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to CREDA.

#### 2. BIDDING PROCESS-

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

a. Visit <https://eproc.cgstate.gov.in>

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

c. The user will be directed to e-bidding page where all information regarding registration is available along with helpline details.



- d. Technical bid and Price Bid shall be submitted online only at <https://eproc.cgstate.gov.in> latest by **05.00 PM on 27.12.2024**. Bids submitted after scheduled time and date shall not be considered.
3. **EMD AND BID DOCUMENT FEE-**  
Earnest Money Deposit of Rs. Five Lakhs submitted in the form of Demand Draft/Pay Order or RTGS/NEFT as mentioned in the NIT vide no. 13416/CREDA/SKY LIFT/2024-25 Date: 28.11.2024, 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 Checklist on page **no.04** 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 04** during the opening of technical bid. Bidders shall have to submit only the documents as per the checklist in the following envelopes.  
**Envelope A** – Pre Qualification Documents (original DD should be submitted in this envelope)  
**Envelope B** –Financial Qualification Documents. (GST, PAN; Net worth; Turnover; ITR and Balance Sheet)  
**Envelope C** –Technical Qualification Documents
- Note: The Envelopes mentioned above are only for submission sake only and must not be related with the Envelopes mentioned in the context of the checklist on **page-04**.** 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. **GST & PAN-**  
Bidder shall have to submit copies of GST registration number and PAN numbers issued by the appropriate authority.
6. **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 **28.11.2024 05:00 PM onward till 27.12.2024 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.**
7. **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.
8. **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;



however CREDA shall have liberty to increase or decrease this validity if needed.

**9. 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 what so ever.
- 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.

**10. 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. If supply of number vehicle are large& 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 work on rates fixed by CREDA and may allocate work to them.
- f. CREDA reserves the right to amend or change minor specifications of the entire or any component of hydraulic system of sky lift system/vehicle.

**11. 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.

**12. BID DOCUMENT FEE AND EARNESTMONEY 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. **161998/CREDA/SKYLIFT/2024-25 Dated 28.11.2024**.
- b. **Tender Document Fee and EMD submitted in any other form e.g. Cash/Bank Guarantee/FDR/TDR etc. shall not be accepted.**

**13. 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 **05.12.2024 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>.

**14. 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.

**15. ENGINEERING DOCUMENT-**

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

**16. MAINTENANCE CONTRACT-**

The maintenance service for minimum 01 year is to be provided by bidder at no cost, which includes minimum 03 services in the year.

**17. SAMPLES –**

If required, samples of the Truck mounted hydraulic sky lift vehicle shall have to be displayed for CREDA.

**18. 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.

**19. TAX OBLIGATIONS-**

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

**20. 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 Superintending Engineer.
- b. **Work** shall mean any work entrusted to the Bidder as mentioned in the scope of work and Work Order.
- c. **Contractor** eligible party who execute the work awarded by CREDA.
- d. 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 Truck mounted hydraulic sky lift vehicle.
- e. "**The Eligible Bidder**" shall mean the Bidder awarded with the contract or their successors and permitted assigns.
- f. Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price.
- g. General Conditions shall mean the General conditions of Contract.
- h. "**Specifications**" shall mean the specifications annexed to these General Conditions of contract.
- i. "**Month**" shall mean calendar month. "Writing" shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or written by hand.

### 2. PROOF OF MANUFACTURER-

Those bidders who are original equipment manufacturers of an important component of **Truck mounted hydraulic sky lift vehicle** 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. VARIATIONS, ADDITIONS & OMISSIONS-

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

### 5. COMPLETION OF WORK-

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

**6. ELIGIBLE BIDDER'S LIABILITY IN CASE OF DEFAULT-**

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

- a. If in the opinion of the CREDA, the eligible bidder fails to complete the work within the time specified in the Purchase Order or within the period for which extension has been granted by CREDA to the eligible bidder.
- b. If in the opinion of CREDA, the eligible bidder fails to comply with any of the provisions of this contract.
- c. In the event of CREDA terminating the contract in whole or in part as provided in paragraph (a) above, CREDA reserves the right to engage another eligible bidder or agency upon such terms and in such a manner as it may deem appropriate and the eligible bidder shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion of work 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 bidder 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 bidder shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay as set out in clause 12 until the work is completed.

**7. FORCE MAJEURE-**

The eligible bidder shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as of God, acts of public, enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that if contractor shall submit delay notice with appropriate cause of delay to the CREDA in writing within **15 days** of force majeure. CREDA shall verify the facts and may grant such extension as facts justify.

**8. REJECTION OF WORKS -**

In the event of any of the material supplied by the eligible bidder 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 or advise the eligible bidder to rectify the same. **CREDA may impose penalty for such rejection up to the 200% cost of the entire system.** The eligible bidder on receipt of such notices shall rectify or replace the defective material and rectify the problems free of cost.

**9. EXTENSION OF THE TIME-**

If the completion of supply is delayed due to any reason beyond the control of the eligible bidder, the eligible bidder 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 the vehicle 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.**

**10. MAKES OF EQUIPMENTS TO BE USED IN THE WORK-**

- a. All Equipment should be as per ISO/AIS/BIS/CE standards.
- b. The eligible bidder has to ensure that equipment's are as per standards set by the Indian **Ministry of Road Transport and Highways (MoRTH)** for vehicle design and manufacturing.

**11. WARRANTEE PERIOD AND POST INSTALLATION SERVICES-**

- a. The vehicle supplied by the eligible bidder should be warranted for satisfactory operation and against any defect in material at least for a period of **5 (five) years**, from the date of supply.
- 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.

**12. TERMS OF PAYMENT-**

- a. **95%** of the cost of the work order (including GST) after successful supply of the truck mounted hydraulic Sky Lift at the site and submission of documents 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.

**13. 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 for 60 months. No interest shall be payable on the SD.
- c. Period for which SD are to be retained may be extended in case the warrantee period is extended due to non-performance of the system.

**14. INSURANCE-**

The eligible bidder shall arrange insurance coverage for the vehicle beneficiary's custody for the successful supply and subsequent handover to the beneficiary.

**15. PENALTY DUE FROM THE ELIGIBLE BIDDER-**

All costs of damages and delays for which the eligible contractor is liable to the CREDA will be deducted from any money due to the eligible contractor including the security deposit of any project under CREDA. Additionally, CREDA reserves the right to blacklist or debar such a bidder from participating in future projects or activities of CREDA until further notice.

**16. RESPONSIBILITY OF ELIGIBLE BIDDER-**

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the vehicle by CREDA, if any, the ultimate responsibility for satisfactory performance of the vehicle shall rest with the eligible bidder.

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

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

**18. 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 bidder 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.

**19. DECLARATION OF CONFLICT OF INTEREST-**

- a. Any regular employee working or worked on basis of contract or through placement agency cannot work directly or indirectly in any scheme of CREDA. If such a person is found working with any Contractor or through sublet then, such 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 Contractor would render himself liable to be blacklisted for three years and removed from approved list of Contractors 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 – III**) 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.

**20. 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.

**21. 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.

**22. CORRESPONDENCE-**

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

**23. SECRECY-**

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

**24. AGREEMENT-**

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



25. **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 work on approved rates, as and when required in accordance with quantum of work and scheduled time limits for completion of targets.

26. **EVALUTION OF PRICE BID-**

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

27. **ALLOCATION OF TARGETS AND AREA OF WORK-**

- a. The work will be allocated exclusively to the L1 bidder.
- b. However, if the L1 bidder fails to complete the work within the stipulated time period, CREDA reserves the right to offer the work to the L2 bidder at L1 rates or engage two or more parties to supply the vehicles at the L1 rate to ensure the timely completion of the work.

28. **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 Bidder) have read all the above stated details & accept to comply with it in total.

(Name, Signature & Seal of the Bidder)



## SECTION-3 SCOPE OF WORK

The scope of work in brief will be as follows-

1. **To supply a truck-mounted hydraulic sky lift vehicle that meets the specifications, safety standards, and operational requirements of CREDA for use in various maintenance and operational tasks.**
2. Deliverables:
  - **Vehicle Supply:** Deliver a fully assembled and functional truck-mounted hydraulic sky lift vehicle.
  - **Documentation:** Provide detailed user manuals, maintenance guides, and compliance certificates.
  - **Training:** Offer on-site training for CREDA personnel on the operation and maintenance of the vehicle.
  - **Warranty:** Supply a warranty covering defects in material and workmanship for a minimum period of 05 year from the date of delivery.
  - **Service:** The maintenance service for minimum 01 year is to be provided by bidder at no cost, which includes minimum 03 services in the year.

**SECTION -4**

**TECHNICAL SPECIFICATION FOR TRUCK MOUNTED HYDRAULIC SKY LIFT VEHICLE**

**GENERAL TECHNICAL SPECIFICATION:**

|                |    |  |
|----------------|----|--|
| Mounted on     | :  | Truck  |
| Working Height | :  | 13 m   |
| Type           | :  | Articulated Double boom each operated by double acting hydraulic cylinder having adequate stroke. Upper and boom inclined to nearly 15 <sup>0</sup> while in parked position.  |
| Cage           | :  | Reinforced fiberglass cage mounted on to a steel cage, which is insulated for 550V.The linkage for the cage shall be such that cage will remain vertical during/lifting/lowering to ensure safely of worker in the cage.   |
| Central Pivot: |    | Boom Assembly to swivel by 360 <sup>0</sup> (continuous without reversing) on ring gear driven by high torque low rpm hydraulic motor for multi-directional working. Pivot mounted on the platform.  |
| Side Rigger:   |    | While at work, the truck body to be locked to the ground by two outriggers, one on either side which will be operated by double acting hydraulic cylinders.  |
| Hydraulics:    |    | Hydraulics system operated by truck engine, Complete with hydraulic pump, Oil tank, return line filter, on level indicator, breather-cum oil filing connection, hydraulic pipe, hoses, fittings, rotary joint, pilot operated check valves, solenoid and manually operated direction control valves. |
| Control:       |    | For operating the elevating platform, control panel to be provided on platform as well as on the Cage. It will be a dual control operating mode.   |
| Platform:      |    | Toe guard with railing to be provided around platform for safety. One utility box to be provided, long enough to accommodate tube light other electrical fittings.   |
| Interlocks     | :  | The hydraulic system shall be designed such that   |
|                | 1) | The booms to lift only after out riggers are operated to lock with the ground.   |
|                | 2) | Ones the lower boom is lifted, the outriggers are to be interlocked hydraulic so that it will not lift up even if it is operated unless lower boom is brought back in parking position.  |
| Truck chassis: |    | The truck chassis with PTO shall be TATA SFC-407 (6-wheeler)/709 or TATA 610 SFC TT BS6 or equivalent EICHER, SWARAJ MAZDA, ASHOK LEYLAND with shall be provided by the purchaser.   |
| Painting       | :  |  |
| Base           | :  | Zinc Chromate Primer,1 Coats   |
| Finish         | :  | Synthetic Enamel,2 Coats   |
| Shed           | :  | Yellow or as per customer's choice   |

## Technical Specification

### Engine Parameters

- |     |  |   |                                       |
|-----|--|---|---------------------------------------|
| 1.  | Engine Capacity  | - | 3.00 liter (Approx.)                  |
| 2.  | Type of Vehicle Body   | - | Chassis Frame (Chassis with Facecowl) |
| 3.  | Type of Recover Vehicle  | - | Hydraulic                             |
| 4.  | Category of Vehicle for which Chassis to be used   | - | Light Capacity Commercial Vehicles    |
| 5.  | Body Style & Options   | - | Load Body & Customizable              |
| 6.  | Fuel   | - | Diesel                                |
| 7.  | Vehicle Emission Compliance  | - | BS-VI                                 |
| 8.  | Speed, with full load on road (kmph)   | - | 0-65                                  |
| 9.  | Engine Power BHP@rpm   | - | 100@2800 rpm                          |
| 10. | Engine Torque Max@rpm  | - | 300Nm @ 200 rpm                       |
| 11. | Complete literature, illustrated diagrams, list of spares, special tools etc and operating instructions for the operation and maintenance of the vehicle and accessories should be provided (No of machines + 1) | - | Must provide certification            |

### Constructional Parameters

- |     |                                     |   |   |
|-----|-------------------------------------|---|---|
| 12. | Fuel Tank Capacity                  | - | Not less then 60 liter                            |
| 13. | Gradeability of vehicle (%)         | - | 28%   |
| 14. | Step climbing-700 millimeter        |   |   |
| 15. | Ground Clearance                    | - | 214 millimeter (Approx.)                          |
| 16. | Kerb Weight                         | - | up to 2000 Kilogram                               |
| 17. | Gross Vehicle Weight                | - | up to 6000 Kilogram                               |
| 18. | Must have BIS marked                | - | Pneumatic Tyres and tubes for both front and rear |
| 19. | Chassis Transmission System         | - | Manual  |
| 20. | Type of Gears                       | - | Synchromesh                                       |
| 21. | No of Speed/Forward Gears           | - | 5   |
| 22. | Type of Wheel drive                 | - | Two Wheel Drive                                   |
| 23. | Type of steering                    | - | Power   |
| 24. | Turning Radius                      | - | 7000 millimeter (Max.)                            |
| 25. | Frame type                          | - | Cabin with Crane                                  |
| 26. | No of side Runner Structural member | - | 2   |
| 27. | Side Paneling                       | - | 2   |
| 28. | No of Cross Member                  | - | 4   |
| 29. | No of Long Member                   | - | 2   |
| 30. | Boom system                         | - | Twin boom system                                  |
| 31. | Lifting Capacity Single Boom        | - | up to 200 Kilogram                                |

|     |   |   |                      |
|-----|---|---|----------------------|
| 32. | Max reach on sides  | - | 4.5 meter            |
| 33. | Min Angle of Slew for each boom (degree)-   |   | 360°                 |
| 34. | Mass of crane (where practical)   | - | up to 1200 Kilogram  |
| 35. | Load lifting height   | - | 13 Meter             |
| 36. | Load Charts   | - | Provided             |
| 37. | Hook approaches   | - | 1                    |
| 38. | Load lifting speed (m/s)  | - | 0.2-0.4              |
| 39. | Gradeability (%)  | - | 28%                  |
| 40. | Stability tests   | - | as per IS 14469-1997 |
| 41. | Functioning of limiting devices   | - | Hydraulic            |
| 42. | Performance of driving medium, for example, motor currents under test load conditions | - | 50C to 450C          |

**Accessories**

|     |  |   |                                 |
|-----|--|---|---------------------------------|
| 43. | Speed Governors  | - | Must provide                    |
| 44. | Standard spare wheel and tool kit  | - | Must provide                    |
| 45. | PTO provision on gear box and transfer cases   | - | Must provide                    |
| 46. | Over hoisting/Over loading   | - | Must provide                    |
| 47. | Safety brakes on hoist   | - | Must provide                    |
| 48. | Pressure relief valve, safety check valve, hose failure protection etc as applicable   | - | Must provided                   |
| 49. | Audio visual signal for reversing of the crane   | - | Must provided                   |
| 50. | All safety provisions for ensuring safety of equipment and its subsystems; the goods, the surroundings; and the operators. Helpers any other road users, etc be provided | - | Must provided                   |
| 51. | All weather day and night operational capability is required   | - | Must provided                   |
| 52. | Fire Extinguisher  | - | Must provided                   |
| 53. | Front Bumper Hook  | - | Must provided                   |
| 54. | Warranty (Distance wise)   | - | 100000 kilometer (Min)          |
| 55. | Warranty of equipment & Extended Warranty  | - | 05 Years unconditional warranty |
| 56. | Warranty on Battery  | - | 03 Years                        |
| 57. | No of Free Services  | - | 3                               |

**SECTION -5**

**ANNEXURES, SPECIFICATIONS, FORMS**

**ANNEXURE – I**

**(EXPERIENCE CERTIFICATE ON THE OFFICIAL LETTER HEAD OF CONCERNED GOVERNMENT DEPARTMENT OR PRIVATE ORGANIZATION WITH SEAL AND SIGN BY AUTHORIZEDSIGNATORY)**

Ref.No..... Date.....

**CERTIFICATE OF COMPLETION**

This is to certify that **Name of Bidder, Address of Registered Office** has successfully completed the work of design supply, installation & commissioned of.....Nos. Vehicle against various Sanction of Name of Agency..... at various locations in ..... State, as per following details–

| S.no | Type of Vehicle | Year & Scheme | Total no. Vehicle | Remarks |
|------|-----------------|---------------|-------------------|---------|
|      |                 |               |                   |         |
|      |                 |               |                   |         |
|      | <b>Total -</b>  |               |                   |         |

**Seal & Sign  
(Authorized Signatory)**

**e-Price Bid**  
**e-Price Bid (For supply of Truck-Mounted Hydraulic Sky Lift Vehicle)**  
*(e-bidding as per Specifications & Scope of Work of*  
 BID DOCUMENT No. 161998/CREDA/Sky Lift/2024-25 Dated-28.11.2024)

Rates for the Supply of Truck-Mounted Hydraulic Sky Lift Vehicle with five years warrantee for anywhere in the State of Chhattisgarh as per scope of work, technical requirement, specifications & terms and conditions etc of the tender.

**Price Bid Part A**

| Item Code | Type of Vehicle   | Total Price (Excluding GST) (In Rs.) |
|-----------|---|--------------------------------------|
| A1        | TATA SFC-407 (6-wheeler)/709 or TATA 610 SFC TT BS6 or equivalent EICHER, SWARAJ MAZDA,ASHOK LEYLAND etc. |                                      |
| A2        | TATA -207 (4-wheeler) or equivalent EICHER, SWARAJ MAZDA,ASHOK LEYLAND etc.                               |                                      |

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

Signature of the Authorized Signatory:.....

Seal of Company: .....

Date: .....

\_\_\_\_\_

**CONTRACT AGREEMENT**

CONTRACT AGREEMENT BETWEEN Superintending Engineer Chhattisgarh State Renewable Energy Development Agency (CREDA) Raipur AND M/s..... Represented by..... THIS CONTRACT AGREEMENT against Bid No. **161998/CREDA/Sky Lift/2024-25 Dated: 28.11.2024** (also referred to as "Service Contract") is made on the \_\_\_\_ day of .....2025.

BETWEEN

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

(3) Whereas, the contractor has offered to enter into contract with the said CREDA for the To supply a truck-mounted hydraulic sky lift vehicle that meets the specifications, safety standards, and operational requirements of CREDA for use in various maintenance and operational tasks. Turn-key basis at various locations of Chhattisgarh.

Vide Bid No. **161998/CREDA/Sky Lift/2024-25 Dated: 28.11.2024** 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 here as no interest will be claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract, that is to say from ..... to .....or completion thereof, until this Contract shall be determined by such notice as is 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 himto his labour at his own expenses, for installation and commissioning of "Sky Lift vehicle" as described in Bid document. (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 skylift vehicle and Annexure there in, engineering documents, detailed specifications of accessories & drawings, so far they relate to the Bid No. **161998/CREDA/Sky Lift/2024-25 Dated: 28.11.2024** as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement or "The Contract "wherever herein used.



- 3) The contractor shall also supply 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 contractor 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 contractor, 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 CONTRACTOR'S LIABILITY IN CASE OF DEFAULT -**

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

- a. If in the opinion of the CREDA, the eligible contractor fails to complete the work within the time specified in the sanction order or within the period for which extension has been granted by CREDA to the eligible contractor.
- b. If in the opinion of CREDA, the eligible contractor fails to comply with any of the provisions of this contract.
- c. In the event of CREDA terminating the contract in whole or in part as provided in paragraph (a) above, CREDA reserves the right to engage another eligible contractor or agency upon such terms and in such a manner as it may deem appropriate and the eligible SI shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion or installation of the skylift vehicle Systems and or for penalty as defined under this bid document until such reasonable time as may be required for the final completion of the work. . CREDA may debar such a defaulter contractor for up to three years from taking participation in taking part in all activities of CREDA.
- d. In the event CREDA does not terminate the contract as provided in paragraph (a) the eligible contractor shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay as set out in clause 15 of section-2 of said tender until the work is completed.

**8) FORCE MAJEURE -**

The eligible contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as of God, acts of public, enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that if contractor shall submit delay notice with appropriate cause of delay to the CREDA in writing within **15 days** of force majeure. CREDA shall verify the facts and may grant such extension as facts justify. Delay in supply of any accessories of skylift vehicle etc. by the related vendors, to whom the bidder has placed order, shall also not be treated as force majeure.

**9) REJECTION OF WORKS -**

In the event of any of the material supplied/work done by the eligible contractor is found defective in material or workman ship or otherwise not in conformity with the requirements of this contract specifications, CREDA shall either reject the material and/or work and advise the eligible contractor to rectify the same. **CREDA may**

**impose penalty for such rejection up to the 200% cost of the entire system. Habitual/repeated offenders shall be black listed/debarred to participate in the any Bid/ Activity of CREDA till further orders.** The eligible contractor on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible contractor fails to do so CREDA may –

- c. At its option replace or rectify such defective materials and/or work and recover the extra cost so involved from the eligible contractor plus **15%** service charges of the cost of such rectification, from the eligible contractor and/ or terminate the contract for balance work/ supplies with enforcement of penalty **as stated above**.
- d. Defective materials/workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The eligible contractor shall be liable for any loss/damage sustained by CREDA due to defective work **with enforcement of penalty as stated above**.

**10) EXTENSION OF THE TIME -**

If the completion of installation is delayed due to any reason beyond the control of the eligible contractor, the eligible contractor shall without delay give notice to the CREDA in writing of his claim for an extension of time. CREDA on receipt of such notice may or may not agree to extend the contract/delivery date of the skylift vehicle 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 contractor fails to complete the assigned work within the schedule time specified in the sanction order or any extension granted there to, CREDA will recover from the contractor as penalty a sum of **Half percent (0.5%)** of the system price excluding GST/Tax for every delayed system per week. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **Ten Percent (10 %)** of the cost.
- b. Review of the progress of supply of skylift vehicle allocated to /Contractors shall be done time to time by CREDA and if the progress of supply is found unsatisfactory, the allocation of entire remaining unsupplied skylift vehicle can be re-allocated to other contractor as per discretion of CREDA.

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

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

**13) RESPONSIBILITY OF ELIGIBLE CONTRACTOR -**

Not with standing anything mentioned in the specifications of subsequent approval or acceptance of the skylift vehicle by CREDA, if any, the ultimate responsibility for satisfactory performance of the supplied item shall rest with the eligible contractor. If in any case the eligible contractor does not complete the work as per the sanction orders issued to them then CREDA may take over the task & complete the project at the risk and cost of eligible contractor.

**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 contractor is responsible for the cause thereof or from any cause whatsoever, the eligible contractor shall at his own cost rectify/replace such loss or damage, so that the permanent work confirms in every respect with the provision of the contract to the satisfaction of the Engineer. The eligible contractor shall also be liable for any loss or damage to the

work/equipment's occasioned by him in course of any operation carried out to him during performing the contract.

- 15) RESPONSIBILITY TOWARDS THE WORKMAN OR OUTSIDERS –**
- a. **The eligible contractor shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due under Workmen Compensation Act and submit copy of the insurance document before issuance of Order.**
  - b. The eligible contractor shall ensure all safety measures during execution and repairs of the work. CREDA, will, in no case be responsible for any accident fatal or non- fatal, caused to any workman or outsider in course of transport or execution or repairs of work.
  - c. All the expenditure including treatment or compensation will be entirely borne by the eligible contractors. The eligible contractor shall also be responsible for any claims of the workers including, labour payments PF, Accidental Insurance, Gratuity, ESI & other legal obligations.
  - d. CREDA shall have all rights to deduct such claims of payments from contractor in case of complaints of such violations.
- 16) Contractor shall provide 05 years Warrantee in supplied Sky lift vehicle from the date of supply as per the terms & conditions prescribed in the Bid No 161998/CREDA/Sky Lift/2024-25 Dated: 28.11.2024**
- 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 contractor or through sublet then, such contractor shall be blacklisted for three years.
  - b. The bidder shall not be permitted to Bid for the work if the section of HO CREDA (responsible for implementation of work) in which his near relative is posted. Furthermore, the successful bidder shall not be given work in the district in which his near relative is posted. The bidder shall also intimate the names of his near relatives working in CREDA. Bidder shall also intimate the name of persons who are working with him in any capacity and who are near relatives to any employee in CREDA. Any breach of this condition by contractor would render himself liable to be blacklisted for three years and removed from approved list of contractor's in CREDA.  
**Note:-** By the term near relatives are meant Wife, Husband, Parents and son, Brother, Sister, Brother-in-law, Father-in-law, and Mother-in-law etc.
  - c. Bidder must produce an affidavit stating the names of retired/removed employee of CREDA (if any) in his employment who retired/removed within last two years, if in case there is no such person in his employment, his affidavit should clearly state this fact. This affidavit is mandatory, if it is not produced along with the bid, the bid shall be rejected.
- 18) The eligible contractor shall arrange insurance coverage for the materials and Sky lift vehicle. The eligible contractor 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.**
- 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. 161998/CREDA/Sky Lift/2024-25 Dated: 28.11.2024 is part of this agreement which has been duly 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**

**Named contractor**

Name:.....

Designation:.....

**Witness:**

1. Name:-.....

Address:-.....

.....

**Signed on behalf of CREDA**

Name: .....

Designation: .....

2. Name:-.....

Address .....

.....

**END**