



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.)
Ph.: 91-8370009931

E-mail: contact.creda@gov.in, Website: creda.co.in

E-BID DOCUMENT No. 14777/CREDA /RE-III /Survey/Tender/2019

FOR STANDARIZATION OF RATES FOR SURVEY, DESIGN, DRAWING AND ESTIMATION WITH COMPLETE DPR FOR WATER DISTRIBUTION NETWORK AND ALLIED CIVIL STRUCTURES (AS PER SITE REQUIREMENTS) FOR SOLAR COMMUNITY IRRIGATION PROJECTS IN CHHATTISGARH STATE

| Particulars | From Date & Time | To Date & Time | Place |
|---|------------------------|------------------------|---|
| Date of issue of notice inviting bid | 28-11-2019 05:00 pm | ---- | ---- |
| Period of availability of bidding document at website | 28-11-2019 05:00 pm | 30-12-2019 11.00 AM | http://www.creda.co.in |
| Pre Bid Meeting& submission of queries in writing | 05-12-2019 1.00 PM | 05-12-2019 5.00 PM | At H.O. CREDA, RE-III, Section. |
| Submission of Technical Bid | 05-12-2019 10.30 AM | 30-12-2019 2.30 PM | At H.O. CREDA, RE-III, Section. |
| Submission of e-Price Bid | 05-12-2019 10.00 AM | 30-12-2019 5.00 PM | http://www.cspc.co.in |
| Opening of Technical Bid | 31-12-2019 3.00 PM | 31-12-2019 4.00 PM | At H.O. CREDA, RE-III, Section. |
| Declaration of Eligible Tenderer | 31-12-2019 4.00 PM | 31-12-2019 5.00 PM | At H.O. CREDA, RE-III, Section. |
| Opening of e- PriceBid | 31-12-2019 5.00 PM | 31-12-2019 05.30 PM | At H.O. CREDA, RE-III, Section. |

Tender Document Cost– Rs.2000 + 18% GST = Rs.2,360.00
(in words Rupees Five Thousand Nine Hundred Only)

Document can also be downloaded from our website www.creda.co.in with the cost of tender as mentioned in NIT, which shall have to be deposited along with the tender document.

CHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY

Table of Contents

| SN | Description | Page No. |
|-----------|--|----------------|
| 1 | Cover Page | 1 |
| 2 | Table of Contents | 2 |
| 3 | Notice Inviting Bid | 3 - 4 |
| 4 | Check List | 5 - 6 |
| 5 | Undertaking by the Bidder | 7 |
| 6 | Section - 1: Instruction for Tenders | 8 - 12 |
| 6.1 | Eligibility Criteria/ Start up/New Entrepreneur | 8 |
| 6.3 | EMD/Submission of Documents/Specific Amendments/GST&TIN | 9 |
| 6.4 | Bid/Analysis of Rate | 9 - 10 |
| 6.5 | Validity/ Terms & Conditions/ Reserved rights of CREDA/ Communications | 10 - 11 |
| 6.6 | Tender Doc. Fee & EMD/ Submission/Display of samples/ Pre Bid Meeting | 11 - 12 |
| 6.5 | Technical Criteria/ Engineering Documents/Specific Amendments/Inspection/ Tax obligations/ Jurisdiction of the court | 12 |
| 7 | Section - 2: General Conditions of the Contract | 13 - 18 |
| 7.1 | Definitions/Proof of Manufacturer/Contract Document/Manner of Execution | 13 - 14 |
| 7.2 | Variations, Additions & Omissions/Inspection/Completion work | 14 |
| 7.3 | Eligible Consultant/Firm's Default Liability/Force Majeure/Rejection of works etc. | 14 - 15 |
| 7.4 | Extension of Time/ Terms of Payment/ Penalty for Delay in Completion of Contract | 15 |
| 7.5 | Terms of Payment/ Penalty for Delay in Completion of Contract/Non-Assignments/Correspondence | 15 - 16 |
| 7.6 | Tender Evaluation Criteria/Evaluation of Price Bid/ Allocation of Targets/ Bid rejection | 16 - 17 |
| 8 | Section - 3: Scope of Work | 18 |
| 9 | E-Price bid | 19 |
| 10 | Annexure-I - Draft Agreement | 20 - 23 |
| 11 | Schedule - I Part-A | 24 |
| 12 | Schedule - I Part-B | 25 |
| 13 | Schedule - II Part-C | 26 |
| 14 | Schedule - III | 27 |
| 15 | Annexure - II Experience Certificate | 28 |
| 16 | Annexure - III - Information about the Technical Staff | 29 |



Ref. No. 14777 /CREDA/SURVEY/RE-III/2019

Date: 28.11.2019

NOTICE INVITING TENDER

CREDA invites sealed Bids from experienced Consultancy Firm(s)/ CREDA Registered SI(s)/Contractors registered in class D in CGPWD for standarization of rates for Survey, Design, Drawing and Estimation with complete DPR for Water Distribution Network and Allied Civil Structures (as per site requirements) for Solar Community Irrigation Projects in Chhattisgarh State, as per following details -

| Item Description | Approximate Area (Ha) | Cost of Bid Document | EMD | Essentials* |
|---|-----------------------|-----------------------------------|--------------------|---|
| Survey, Design, Drawing and Estimation with complete DPR for Water Distribution Network and Allied Civil Structures (as per site requirements) for Solar Community Irrigation Projects in Chhattisgarh State. | 10,000 | 2,000/- + 18% GST = 2,360/- | 1,00,000.00 | As per clause no. 1A to 1G of Eligibility Criteria (Page no. 8) |
| Total | 10,000 | 2,360.00 | 1,00,000.00 | |

The area of sites may vary as per actual site conditions and demand.

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

| Particulars | From Date & Time | To Date & Time | Place |
|---|------------------------|------------------------|---|
| Date of issue of notice inviting bid | 28-11-2019 05:00 pm | ---- | ----- |
| Period of availability of bidding document at website | 28-11-2019 05:00 pm | 30-12-2019 11.00 AM | http://www.creda.co.in |
| Pre Bid Meeting& submission of queries in writing | 05-12-2019 1.00 PM | 05-12-2019 5.00 PM | At H.O. CREDA, RE-III, Section. |
| Submission of Technical Bid | 05-12-2019 10.30 AM | 30-12-2019 2.30 PM | At H.O. CREDA, RE-III, Section. |
| Submission of e-Price Bid | 05-12-2019 10.00 AM | 30-12-2019 5.00 PM | http://www.cspc.co.in |
| Opening of Technical Bid | 31-12-2019 3.00 PM | 31-12-2019 4.00 PM | At H.O. CREDA, RE-III, Section. |
| Declaration of Eligible Tenderer | 31-12-2019 4.00 PM | 31-12-2019 5.00 PM | At H.O. CREDA, RE-III, Section. |
| Opening of e- PriceBid | 31-12-2019 5.00 PM | 31-12-2019 05.30 PM | At H.O. CREDA, RE-III, Section. |

Price Bid shall be submitted online only at <http://www.cspc.co.in>, however Technical bid will have to be submitted in hard copy at Chief Engineer (RE - III) Section, Near Energy Education Park VIP Road, Raipur. 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 <http://www.cspc.co.in>.)

Details of this tender are mentioned at Tender Documents which can be downloaded from our website www.creda.co.in. The tenderer should have to deposit tender document cost along with EMD as mentioned above through demand draft payable to CREDA Raipur while submitting tender.

Contd....



Tenderers are requested to attend Pre-Bid meeting with their suggestions/objections/reservations if any with details so as to avoid any confusion and to ensure clarity and transparency regarding the tender.

CREDA reserves all rights to accept/reject any or all tenders in full/part without assigning any reasons. Any amendments in the tender shall only be uploaded in the CREDA website.

**Chief Engineer
RE-III, H.O. CREDA
Raipur (CG)**

CHECK LIST

To ensure that your tender submitted to CREDA is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your tender -

| SN | Description | Complied | Page No. / Flag |
|----|--|----------|-----------------|
| 1 | Earnest Money Deposit (proof of submission) | | |
| 2 | Tender Document Fee (proof of submission) | | |
| 3 | The original document duly signed & with stamp on each page, as a confirmation of acceptance of Terms & Conditions (T&C) | | |
| 4 | Copy of Registration Certificate as System Integrator/ Contractor of CREDA or Certificate of Incorporation of Consultancy/Firm | | |
| 5 | Original Net Worth Certificate and Turnover Certificate duly signed by Chartered Accountant | | |
| 6 | Completion and Performance Certificates of Projects undertaken in last three years i.e. 2016-17, 2017-18, 2018-19. | | |
| 7 | Copy of certificate for last three years turnover of works done | | |
| 8 | Declaration of conflict of interest - by bidder about any relatives working with CREDA. | | |
| 9 | Forwarding Letter & Undertaking by the Tenderer | | |
| 10 | PAN, GSTIN, Tax clearance certificate of the Tenderer | | |
| 11 | Self-certificate from Tenderer on not being a debarred from Government contract or a blacklisted company. | | |

**Details of EMD and Tender fee attached**

| Sl. No. | Description |
|----------------|--|
| 1. | Earnest Money Deposit - Earnest Money Deposit of Rs. One Lakhs, submitted in the form of Demand Draft/ Banker's Cheque from any scheduled bank drawn on _____ Bank _____ Branch, bearing DD/BC No. _____ dated _____ is attached herewith. |
| 2. | Tender Document Fee - Tender Document Fee of Rs. Two Thousand Three Hundred Sixty, submitted in the form of Demand Draft / Banker's Cheque from any scheduled bank drawn on _____ Bank _____ Branch, bearing DD/BC No. _____ dated _____ is attached herewith. |

(Sign & Seal of the Manufacturer)

The Bank details for the above mentioned payment is as below:-

| | |
|-----------------------|---|
| Account Holder | Chhattisgarh State Renewable Energy Development Agency (CREDA) |
| Bank Name | ICICI Bank |
| Branch | Pachpedi Naka, Raipur |
| Account Number | 134601000400 |
| IFSC Code | ICIC0001346 |



UNDERTAKING OF THE TENDERER

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

I/We hereby tender my rates for the execution of the work for CREDA as specified within the time stipulated in the schedule in accordance with all aspects with the specifications, designs, drawings and instructions with such conditions so far as applicable.

I/We agree to keep the tender 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..... Lacs is** hereby forwarded as **Earnest Money** in the form of crossed demand draft / 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 fulfil the any condition of tender 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 tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be required by CREDA.

I/We hereby declare that I/We shall treat the tender documents, specifications and other records connected with the work as secret/confidential and shall not communicate information derived there from to any person other than a person to whom I/We have authorized to communicate the same or use the information in any manner prejudicial to the safety of CREDA/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.

Dated:

Signature

Place:

Name of tenderer with seal

Witness :

Signature:

Name:

Postal Address:

.....

SECTION - 1 INSTRUCTIONS FOR TENDERERS

1. ELIGIBILITY CRITERIA:

- A.** Tenderers of Chhattisgarh under any related Govt. Scheme or registered as system integrator in Market Mode Scheme or other scheme of CREDA in 2019-20 and/or registered in CGPWD in class D, must have minimum direct experience in last three financial years i.e. 2016-17, 2017-18 & 2018-19 of :
- i. 5 works of Survey, Design, Drawing for Water Distribution Network / Civil Structures under Community drinking water/ Community Irrigation Projects
OR
200 Hact. of Water Distribution Network or 300 Cu.m. of civil work under Community Community/Mini/Micro Irrigation Projects.
OR
3000 Mtr. of Water delivery Network or 300 Cu.m. of civil work under Community Drinking Water Projects
 - ii. Tenderer must have elementary knowledge or having certificate for Survey, drawing & Design.

Tenderers outside Chhattisgarh, under any related Govt. Scheme of any state or Market Mode Scheme or other scheme of CREDA in 2019-20 , must have minimum direct experience in last three financial years i.e. 2016-17, 2017-18 & 2018-19 of :

- i. 10 works of Survey, Design, Drawing for Water Distribution Network / Civil Structures under Community drinking water/ Community Irrigation Projects
OR
400 Hact. of Water Distribution Network or 600 Cu.m. of civil work under Community Community/Mini/Micro Irrigation Projects.
OR
6000 Mtr. of Water delivery Network or 600 Cu.m. of civil work under Community Drinking Water Projects
- ii. Tenderer must have elementary knowledge or having certificate for Survey, drawing & Design.

Tenderer registered as a Pvt. Ltd. / Ltd. / Partnership / Proprietorship firm incorporated / registered in the State of Chhattisgarh shall be treated as Tenderer of Chhattisgarh. System Integrators/Contractors of CREDA must ensure that they are registered with CREDA in 2019-20 before entering in this tender.

- B.** Tenderer must have Civil Engineer/ Agricultural Engineer and relevant qualified staff. Tenderer will have to submit necessary certification for the same (as per Annexure - III).
- C.** Experience Certificates submitted should be in attached format (as per annexure-II) **or Other Format containing similar information as in attached format (annexure-II) shall be considered only in-case of submitted in Hindi / English Language only.** Work order, L.O.I. / L.O.A etc., will not be acceptable.
- D.** Tenderers must have a Positive Net worth as on **31st March 2018 (which is defined as "Net value of the Assets minus (-) Net value of liabilities")**. They shall have to submit an **Original 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.** Tenderers should have an aggregate turnover of minimum **10 lacs** in last three years i.e. 2015-16, 2016-17 & 2017-18 in the field of Engineering , Architecture, Structural Design, Landscape Planning, Water Distribution Network designing etc. 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 Summarised Sheet** of turnover certified by registered CA must be enclosed.

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.** Tenderers must have to submit presentations/ survey reports/ drawings (hard and soft copies) of atleast 01 previous project undertaken by their firm. **Tenderers failing to fulfil this requirement prior to submission of Technical Bid will not qualify to participate in this tender.**

2. START-UP AND NEW ENTREPRENEUR - Start-Ups and New Entrpreneuers are not allowed in this tender.

3. JOINT VENTURE/ CONSORTIUM - Joint Venture or consortium are not allowed in this tender.

4. BIDDING PROCESS -

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

- A.** Visit <http://www.cspc.co.in>
- B.** Click on e-bidding button on right hand side of the page.
- C.** The user will be directed to e-bidding page where all information regarding registration is available along with helpline details.
- D.** Price Bid shall be submitted online only at <http://www.cspc.co.in> however technical bid & presentations will have to be submitted in hard copy. Bid Documents (including Technical Bid) must reach at the office of Chief Engineer, CREDA, Head Office (RE-03), Near Energy Education Park VIP Road, Raipur latest by 2.30 PM on 30-12-2019, **whereas presentations/ survey reports/ drawings must reach at the office of Chief Engineer, CREDA, Head Office (RE-03), Near Energy Education Park VIP Road, Raipur latest on 30-12-2019. Bids submitted after scheduled time and date shall not be considered.**

4. EMD -

Document Fee, EMD, Technical Bid, as specified in the cover page and NIT of this bid should be submitted before **2.30 pm dated 30-12-2019** at CREDA Head office Raipur. These will be examined by Technical Committee of CREDA on **31-12-2019** and tenderers will be shortlisted on the basis of approval of the Technical bids and presentations/ survey reports/ drawings for opening of price bids.

5. SUBMISSION OF DOCUMENTS -

Documents should be submitted in prescribed manner in separate envelops as follows-

- A.** Main Envelope: Main Envelope must enclose all A, B, C & D envelopes. Bidder Name, Address and status of firms should be clearly written on main envelope.
- B.** Envelope-(A): Tender Fees and EMD.
- C.** Envelope-(B): Financial Eligibility Documents: Net worth & Turnover certificate as per clause 1C & 1D.
- D.** Envelope-(C): Technical Eligibility Documents: Experience certificates, Survey Reports
- E.** Envelope-(D): Complete tender document in original duly seal & signed by authorized signatory on each & every page of the tender document.

Bid Document which doesn't follow the above format shall be disqualified.

6. SPECIFICATION AMENDMENTS -

The Specifications involved in the Survey works should be as per prevailing CREDA norms, as specified in the tender. If any amendments are issued by CREDA in due course of time, in this context, then those shall be applicable under this tender.

7. GST & PAN -

by the appropriate authority.

8. THE BID -

Technical Bid must be deposited in the tender box only kept in the Chief Engineer, RE-III Section, CREDA, H.O., Raipur **up to 30-12-2019, 10:30 am - 05:00 PM**. Nobody is authorized to receive or grant receipt for tender delivered on behalf of CREDA. Tender received through any other means shall not be considered.

9. ANALYSIS OF RATE -

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

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 tender the approved rates shall be valid till one year from the date of award; however CREDA shall have liberty to increase or decrease this validity if needed.

11. TERMS & CONDITIONS -

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

12. CREDA RESERVES THE RIGHT -

- (i)** To reject or accept any or all tenders wholly or partly without assigning any reason on the grounds considered advantageous to CREDA, whether it is the lowest tender or not.
- (ii)** To split the quantities against the tender further for the same items/work. No reason will be assigned by CREDA for this and will be binding on the tenderers.
- (iii)** Due to large quantum of work & limitation of the time period for completion of the work CREDA may take consent from other tenderers if they agree to work on rates standardized by CREDA.
- (iv)** CREDA may undergo agreement with those eligible tenderers who give consent to work on rates standardized by CREDA and may allocate work to them. Rates approved through this tender may be standardized for all eligible tenders to work in **year 2019-20** and shall be valid till **31-12-2020**. However CREDA reserves right to curtail or extend this period.

13. COMMUNICATIONS -

- i.** 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.
- ii.** Offers through Telegraph/Fax/Emails/Post/Courier or open offers etc. received shall be summarily rejected.

14. TENDER DOCUMENT FEE AND EARNEST MONEY DEPOSIT -

Each tenderer should submit Tender Document Fee and earnest money in the form of Demand Draft/Pay Order or RTGS/NEFT as mentioned in the NIT vide no.14777/CREDA/SURVEY/RE-III/2019 Date: 28.11.2019, in a separate envelope as prescribed at **point no.5 of page 9**, else they will summarily be rejected and returned. Tender Document Fee & EMD submitted in any other form e.g. **Cash/Bank Guarantee/FDR /TDR etc. shall not be accepted.**

15. SUBMISSION AND DISPLAY OF PRESENTATIONS/DRAWING/DESIGNS/REPORTS ETC FOR -

Tenderers must have to submit presentations/drawing/designs/reports etc. for their previous survey projects undertaken in the past. All the presentations/ survey reports/ drawings mentioned above should be submitted for examination before **05.00 AM dated 30-12-2019** at the office of Chief Engineer, CREDA, Head Office (RE-03), **VIP Airport Road, Raipur**. These samples shall be examined by Technical Committee of CREDA.

16. PRE-BID MEETING -

- i. A pre-bid meeting shall be organized on **05-12-2019 at 01:00 PM** at Raipur to explain the terms & conditions of the tender and to clarify doubts of the tenderers so that all doubts and confusions are resolved before the tender is submitted. Only one authorized representative of the parties who fulfils the primary eligibility conditions as mentioned in NIT and desire to purchase/download the tender document shall be allowed to participate in the said meeting. Amendments/clarifications, if any arising during pre-bid meet, shall be uploaded on **www.creda.co.in**. It is advisable for all tenderers to attend this Pre Bid Meeting.
- ii. All suggestions, doubts, confusion, request, queries etc., shall have to be presented to CREDA in writing on or before **05-12-2019 till 5:00 PM**. After that any representation in this regard shall not be considered.
- iii. The purpose of pre-bid meeting will be clarifying issues and to answer questions in any matter that can be raised at that stage. Minutes of the meeting and the responses given will be uploaded for information of bidders. Any modification of the bidding document which may become necessary as a result of pre-bid meeting shall be part of original tender document and communicated through corrigendum.

17. TECHNICAL CRITERIA -

- i. The Bidder should have sufficient technically qualified and well-experienced manpower for execution of the **survey, design, drawing & estimation with complete DPR** works. These details may be called by CREDA and in case there is any deficiency found the Bidder may be debarred.

18. FORFEITURE OF EARNEST MONEY DEPOSIT -

It should be clearly understood that in the event of tenderer failing to enter into the agreement in the prescribed format on their quoted rates and also fails to execute assigned works 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 tenderer shall be debarred from future business with CREDA. CREDA's decision in this regard will be final and binding on the tenderers.

19. PRICE OF SURVEY, DESIGN, DRAWING & ESTIMATION WITH COMPLETE DPR -

- I. The Price quoted shall be for **survey, design, drawing & estimation with complete DPR**. The GST shall be paid extra as per prevailing rate (the GST regulation notification no. 24/2018-Central tax (Rate) dated 31.12.2018). The prices shall be filled exactly as per **e-Price Bid enclosed.**



III. In this regard if there is any change in the composition ratio of goods and / or services by any Authority/ Courts, same shall be applicable.

20. ENGINEERING DOCUMENT -

Tenderers 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. Survey works shall have to be executed out as per instructions of Superintending Engineer of concerned CREDA office.

21. SAMPLES -

Presentations/ Survey Reports/ Drawings of the previous completed project shall have to be submitted to the CREDA in prescribed manner on scheduled date.

22. TAX OBLIGATIONS -

CREDA shall deduct TDS for Income Tax, applicable cess on survey works 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.

23. 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.

- CREDA shall mean the Chhattisgarh State Renewable Energy Development Agency represented through the Chief Engineer.
- Work shall mean any work entrusted to the tenderer as mentioned in the scope of work and sanction order.
- The "**Engineer in charge**" shall mean the Engineer or Engineers authorized by CREDA for the purpose of this contract. Inspecting Authority shall mean any Engineering person or personnel authorized by CREDA to supervise and inspect the execution of the [survey work](#).
- "**The Eligible Consultancy/firm**" shall mean the tenderer awarded with the contract or their successors and permitted assigns. Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price. General Conditions shall mean the General conditions of Contract.
- "**Specifications**" shall mean the specifications annexed to these General Conditions of contract and shall include the schedules and drawings attached thereto or issued to the eligible SI from time to time, as well as all samples and pattern, if any,
- "**Month**" shall mean calendar month. "Writing" shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or written by hand.

2. CONTRACT DOCUMENT -

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

3. MANNER OF EXECUTION -

Execution of work shall be carried out in an approved manner as outlined in the technical specifications or where not outlined, in accordance with desired Specifications laid down by CREDA, to the reasonable satisfaction of the Engineer.

- a. CREDA shall issue work order for specific site for survey to the eligible consultancy/firm only after execution of the agreement with CREDA.
- b. The eligible consultancy/firm shall conduct a detailed survey of site and submit survey details, drawings, designs, estimation with complete DPR etc. in concerned District Office of CREDA in prescribed manner & as per scope of work specified in the tender document.
- c. The survey shall be done by the consultancy/firm as per direct instruction of Superintending Engineer of concerned Zonal Office. The Survey must be carried out in the presence of Engineer in Charge of respective District/Regional Office, CREDA.
- d. Regional Office, CREDA shall be responsible to provide Village maps, B-1 copies of relevant land parcels to the consultancy/firm before commencing survey.
- e. The water distribution network survey will have to be submitted in the following formats;
 - i. WDN design superimposed on Google Earth
 - ii. Design drawing superimposed on the Patwari/Village Maps
 - iii. WDN design on contour levels of the proposed command area of the site.
- f. The entire survey of WDN and Civil structures must be submitted in four copies (hard and

- respectively as per the site. One copy will be submitted to Head Office (RE-III), CREDA.
- g. All the materials required for survey as per Work Order issued shall be kept at site in the custody of the Consultancy/firm. CREDA shall not be responsible for any loss or damage of any material during their survey.
 - h. After successful completion and submission of the survey (as mentioned in the tender document), payments as per guidelines and procedures of CREDA will be processed

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 consultant/firm. The eligible consultant/firm 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 consultant/firm.

5. **COMPLETION OF WORK -**

Time being the essence of contract, the entire survey, design, drawing and estimation with complete DPR work shall be completed within the time schedule prescribed in the Work order.

6. **ELIGIBLE CONSULTANT/FIRM DEFAULT LIABILITY -**

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

- (a) If in the opinion of the CREDA, the eligible consultant/firm 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 consultant/firm.
- (b) If in the opinion of CREDA, the eligible consultant/firm 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 consultant/firm or agency upon such terms and in such a manner as it may deem appropriate and the defaulting consultant/firm shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion of the survey work and or for penalty as defined under this tender document until such reasonable time as may be required for the final completion of the work.
- (d) In the event CREDA does not terminate the contract as provided in paragraph (a) the eligible consultant/firm shall continue performance of the contract, in which case they shall be liable to CREDA for penalty for delay as set out in this tender document until the work is completed.

7. **FORCE MAJEURE -**

The eligible consultant/firm 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 consultant/firm 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 site visits or other technical shortcomings by consultant/firm shall also not be treated as force majeure.

8. **REJECTION OF WORKS -**

In the event of any of the work done by the eligible consultant/firm is found inadequate or incorrect in material or workman ship or not in conformity with the requirements of this contract specifications, CREDA shall either reject the allocated work and advise the eligible consultant/firm to rectify the same. **CREDA may impose penalty for such rejection up to the 200% cost of the entire work. Habitual/repeated offenders shall be black**

listed/debarred to participate in the any Tender/ Activity of CREDA till further orders. The eligible SI on receipt of such notices shall rectify the work free of cost. If the eligible consultant/firm fails to do so CREDA may -

- a) At its option replace or rectify such defective reports or survey documents and/or work and recover the extra cost so involved from the eligible SI plus **15%** service charges of the cost of such rectification, from the eligible SI 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 consultancy/firm shall be liable for any loss/damage sustained by CREDA due to defective work **with enforcement of penalty as stated above.**

9. EXTENSION OF THE TIME -

If the completion of installation is delayed due to any reason beyond the control of the eligible SI, the eligible SI 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 system as may be reasonable but without prejudice to other terms and conditions of the contract.

10. TERMS OF PAYMENT -

The following terms of payment shall apply for the tender -

- A. **95%** of the cost of the Survey, design, drawing and estimation with complete DPR as per the work order after satisfactory performance. Payment will be done after assessment of the work with relevant officer's approval for the same.
- B. Balance **5%** of the cost of shall be retained by CREDA as Performance Security for a period of **02 months after acceptance of final DPR by CREDA .**
- C. GST shall be paid extra as applicable on the date of billing. Any change in GST shall also be applicable during the period of contract.

11. PENALTY FOR DELAY IN COMPLETION OF CONTRACT -

If the eligible SI fails to complete the assigned work within the schedule time specified in the work order or any extension granted there to, CREDA will recover from the SI as penalty a sum of **One per cent (1%)** of the system price excluding GST/Tax forevery delayed system per week. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **5% (Five Per cent)** of the cost.

12. ELIGIBLE CONSULTANT/FIRM'S RESPONSIBILITY -

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the **work** by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible consultant/firm. If in any case the eligible SI 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 consultant/firm.

13. RESPONSIBILITY TO RECTIFY THE ERRORS -

If any erros related to the work or any part thereof, therein the period for which the eligible Consultancy/firm is responsible for the cause or from any cause whatsoever, the eligible consultancy/firm shall at his own cost rectify such errors, so that the permanent work confirms in every respect with the provision of the contract to the satisfaction of the Engineer. **The eligible Consultancy/firm 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.**

14. NON-ASSIGNMENTS -

The eligible bidder shall not assign or transfer the work orders issued as per this contract or

any part thereof without the prior approval of CREDA.

If eligible bidder transfer/assigned/sublet full or any part of work allocated to them without prior permission from CREDA in writing to any third party shall be liable to be debarred/black listed from any Tender/Activity of CREDA till further orders.

15. 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 consultant/firm of his obligations for due performance of the contract.

16. 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 Consultancy/firm 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.

17. 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.

18. 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.

19. CORRESPONDENCE -

A. Any notice to the eligible Consultancy/firm under the terms of the contract shall be served by registered mail to the registered office of the eligible Consultancy/firm or by hand to the authorized local representative of the eligible Consultancy/firm and copy by post to the eligible Consultancy/firm's principal place of business.

B. Any notice to CREDA shall be served to the Chief Engineer, CREDA Raipur in the same manner.

20. SECRECY -

The eligible Consultancy/firm 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.

21. AGREEMENT -

The successful eligible consultancy/firm 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.

22. DECLARATION OF CONFLICT OF INTEREST -The contractor hereby declares that nobody connected with or in the employment of CREDA is not/shall not ever be admitted as partner in the contract.

23. TENDER EVALUATION CRITERIA -

A. Offers of only those parties, who are found qualified based on Eligibility Criteria and Techno-commercial Bid, will be taken into further consideration and financial bid of only those parties who are qualifying the criteria of Techno-commercial 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 tenders shall not be accepted.

D. However CREDA shall have rights and liberty to call any /other parties to work on approved rates as and when required in accordance with quantum of work and scheduled time limits for completion of targets.

24. EVALUATION OF PRICE BID -

Price bid shall be evaluated on the basis of Quoted rates. Lowest effective rate of **survey work** shall be considered, however CREDA shall have discretionary power to amend/lower the rates.

25. ALLOCATION OF TARGETS AND AREA OF WORK -

- i.** L-1 Bidder will be given preference for allocation of work.
- ii.** Subsequently all other eligible bidders will be awarded with equal nos. of work; quantity may change according to nos. of sanctioned works. Further allocations shall be made on the basis of their performance subsequently. However CREDA has sole discretion to award any no. of works to any eligible bidder.
- iii.** CREDA reserve rights to increase or decrease quantities to be allocated to the eligible bidders on the basis of the availability of stock with the bidder and time limits for the projects.
- iv.** CREDA has full discretion to allot the work to any eligible bidder anywhere in the State of Chhattisgarh.
- v.** Review of the progress of work allocated to SIs shall be done time to time by CREDA and if the progress of installation is found unsatisfactory, the allocation of entire remaining uninstalled Survey or their part of can be re-allocated to other SI as per discretion of CREDA.

26. 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 any time.

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

(Name, Signature & Seal of the consultant/firm)

SECTION -3

SCOPE OF WORK

1. The Scope of work for survey, design, drawing and estimation with complete DPR includes
 - 1.1 For Water Distribution Network
 - i. Topographical and Contour Survey
 - ii. Contours at 1m interval
 - iii. The Survey drawing must highlight existing features such as water bodies, trees, electric line, buildings, etc
 - iv. Grid level at 30m interval
 - v. The plan must be able to be superimposed over Google Earth, clearly mentioning relevant survey no. of land plots in the area
 - vi. Site location with GPS Boundary co-ordinates on plan
 - vii. Design of Water Distribution network with Bill of Materials and demand of water at site in LPM/LPH.
 - viii. The detailed drawing, design of entire proposed water distribution network must be superimposed over Google Earth & Contour map, clearly mentioning relevant khasra no. of land plots in the area which is proposed to be covered under project. Also clearly mention the pipe lines with their respective sizes in map.
 - 1.2 For Civil Construction Works
 - i. Providing detailed survey report for position, location of site, soil, strata report for 6m under the ground level.
 - ii. Providing competency of structure, strata type, structure drawing, necessary design, level report, including river-ground level difference
 - iii. Certification for compatibility of the suggested structure for its strength
 - iv. Bill of material for each proposed structure i.e. detailed estimate.
2. Survey plan and contour plan will be in scale 1:500 or as directed.
3. The consultant/firm has to design as per existing relevant codes. Consultants/Firms must follow existing norms, rules and regulations of PHE, Municipal, Town and Country Planning Department.
4. List of beneficiaries which cover under proposed project with site khasra Number and rakba should also be submitted.



e-Price Bid

e-Price Bid (For survey, design, drawing and estimation with complete DPR for Water Distribution Network and Allied Civil Structures)

(e-bidding as per Specifications & Scope of Work of No. 14777/CREDA /RE-III /Survey/Tender/2019 dated 28.11.2019)

Survey, design, drawing and estimation with complete DPR for Water Distribution Network and Allied Civil Structures anywhere in the State of Chhattisgarh.

| SN | Particulars | Area (in Hectare) | Unit | Unit Rate without GST |
|-----|---|--------------------------------------|------------------|--------------------------|
| A | B | C | D | E |
| 1 | Survey, Drawing, Design and Estimation (as mentioned in the tender document) with Complete DPR of: | | | |
| 1.1 | Water Distribution Network | up to 20 Hectare | Fixed Rate | |
| | | For additional area above 20 Hectare | Rate per Hectare | |
| 1.2 | Civil Construction Work | up to 20 Hectare | Fixed Rate | |
| | | For additional area above 20 Hectare | Rate per Hectare | |

Above rates are FOR anywhere in the State of Chhattisgarh inclusive of all the activities mentioned in the scope of work. Above rates applicable for all types of works mentioned in the tender document.

Note: In this regard if there is any change in the composition ratio of goods and services by any Authority/ Courts, same shall be applicable.

Signature of the Authorized Signatory :

Seal of Company :

Date :

ANNEXURE – I

DRAFT AGREEMENT

CONTRACT AGREEMENT BETWEEN Chief Engineer Chhattisgarh State Renewable Energy Development Agency (CREDA) Raipur AND M/s..... Represented byTHIS CONTRACT AGREEMENT against TENDER DOCUMENT No.14777/CREDA/RE-III/Survey/Tender/2019(also referred to as "Service Contract") is made on the xxth day of _____ 2019.

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 bya 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 "....."

Whereas the contractor has offered to enter into contract with the said CREDA for the Survey, design, drawing and estimation with complete DPR for Water Distribution Network and Allied Civil Structures anywhere in the State of Chhattisgarh.

Wide against TENDER DOCUMENT No.14777/CREDA/RE-III/Survey/Tender/2019 dated 28.11.2019 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 where as the necessary security deposit shall be furnished in accordance with the provisions of the tender 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, Survey, design, drawing and estimation with complete DPR for Water Distribution Network and Allied Civil Structures as described in tender documents. (Annexed to the agreement).
- 2) The NIT (Notice Inviting Tender), 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 and Annexure therein, engineering documents, detailed specifications of BOS & drawings, so far they relate to the TENDER DOCUMENT No.14777/CREDA/RE-III/Survey/Tender/2019 dated 28/11/2019 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

- 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 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, 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 CONSULTANT/FIRM DEFAULT LIABILITY -**
- i. CREDA may by written notice of default to the eligible consultant/firm, terminate the contract in circumstances detailed hereunder -
 - ii. If in the opinion of the CREDA, the eligible consultant/firm 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 consultant/firm.
 - iii. If in the opinion of CREDA, the eligible consultant/firm fails to comply with any of the provisions of this contract.
 - iv. 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 consultant/firm or agency upon such terms and in such a manner as it may deem appropriate and the defaulting consultant/firm shall be liable to CREDA for any additional costs or any losses caused to CREDA as may be required for the completion of the survey work and or for penalty as defined under this tender document until such reasonable time as may be required for the final completion of the work.
 - v. In the event CREDA does not terminate the contract as provided in paragraph (a) the eligible consultant/firm shall continue performance of the contract, in which case they shall be liable to CREDA for penalty for delay as set out in this tender document until the work is completed.
- 8) FORCE MAJEURE -**
- The eligible consultant/firm 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 consultant/firm 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 site visits or other technical shortcomings by consultant/firm 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 consultant/firm is found inadequate or incorrect in material or workmanship or not in conformity with the requirements of this contract specifications, CREDA shall either reject the allocated work and advise the eligible consultant/firm to rectify the same. **CREDA may impose penalty for such rejection up to the 200% cost of the entire work. Habitual/repeated offenders shall be black listed/debarred to participate in the any Tender/ Activity of CREDA till further orders.** The eligible SI on receipt of such notices shall rectify the work free of cost. If the eligible consultant/firm 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 plus **15%** service charges of the cost of such rectification, from the eligible SI 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

sustained by CREDA due to defective work **with enforcement of penalty as stated above.**

10) EXTENSION OF THE TIME -

The completion of installation is delayed due to any reason beyond the control of the eligible consultant/firm, the eligible consultant/firm 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 system as may be reasonable but without prejudice to other terms and conditions of the contract.

11) PENALTY FOR DELAY IN COMPLETION OF CONTRACT -

If the eligible consultant/firm fails to complete the assigned work within the schedule time specified in the work order or any extension granted there to, CREDA will recover from the SI as penalty a sum of **One per cent (1%)** of the system price excluding GST/Tax for every delayed system per month. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **5% (Five Per cent)** of the cost.

12) ELIGIBLE CONSULTANT/FIRM'S RESPONSIBILITY -

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the **work** by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible consultant/firm. If in any case the eligible SI 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 consultant/firm.

13) RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE -

If any loss or damage occurs to the work or any part thereof or materials/system/equipment's for incorporation therein the period for which the eligible Consultancy/firm is responsible for the cause thereof or from any cause whatsoever, the eligible SI /contractor shall at his own cost rectify/replace such loss or damage, so that the permanent work conforms in every respect with the provision of the contract to the satisfaction of the Engineer. The eligible Consultancy/firm 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.

14) DECLARATION OF CONFLICT OF INTEREST -The contractor hereby declares that nobody connected with or in the employment of **CREDA** is not/shall not ever be admitted as partner in the contract.

15) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender 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.

16) 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.

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

18) 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.

19) 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 against TENDER DOCUMENT No.14777/CREDA/RE-III/Survey/Tender/2019 dated 28.11.2019 is part of this agreement which has been dully signed by both bidder and authorised 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 : Name: **Rajiv Khare**

Designation : Designation: **Chief Engineer**

Signed on behalf of CREDA

Witness:

1. Name:-.....

2. Name:-.....

Address:-.....

Address:-.....

.....

.....

**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 tenderer 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 : Yes/No
Chhattisgarh State:
- a) If yes, write registration No. :
- b) Whether documentary evidence :
Regarding registration enclosed
- c) Items for registration :
- d) Period of registration :
- d) Whether latest copy Competency/ : Yes/No
Certificate furnished
- 06.** Whether the firm is 100% owned by
- a) State Government : Yes/No
- b) Central Government : Yes/No
If yes, Notification/certificate issued from : Yes/No
The competent authority to this effect is
Enclosed
- 07.** a) Whether the bidder is old participant : Yes/No
with CREDA
- b) If yes, whether documentary : Yes/No
Evidence is enclosed.
- 08.** Any other information that bidder may like : If yes, give details
to give in order to highlight his bid

PLACE :

SIGNATURE OF TENDERER

DATE:

NAME IN FULL
DESIGNATION/STATUS
FIRM/COMPANY SEAL

**SCHEDULE - I****PART 'B' : COMMERCIAL INFORMATION**

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

- 01.i)** Earnest Money Details : Bank draft/Bankers cheque payable to "CREDA", Raipur
- ii) Amount of E.M.D. & full details : `
- iii) If exempted, state whether the bidder is / Fully Owned State/Central Govt. Unit : SSI Unit of C.G.
- iv) Reference of documentary evidence regarding exemption enclosed. : Yes/No
- 02.** Whether the offer is valid for 6 months from the date of opening of commercial/technical bid. : Yes/No
- 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 Rate/amount of rebate/discount : Yes/No
- c) If conditional State condition : Yes/No
- 05. PAYMENT TERMS:**
Whether CREDA's terms of payment is acceptable to tenderer : Yes/No
- 06. COMPLETION PERIOD OF WORK:**
Whether tenderer is agreeing for completion period of work as Specified in the tender : Yes/No
- 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 part quantities. : Yes/No

PLACE:

SIGNATURE OF TENDERER

DATE:

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL





SCHEDULE - II

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 High Mast
systems or Solar Stand Alone SSwingt Light Systems (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 tenderer 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 tenderer has furnished details of manufacturing : Yes/No
equipments 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. a) 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 TENDERER

DATE

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY

SEAL





SCHEDULE - III

PAST EXPERIENCE

From:

Bidder's Name & Address -

To,
The CE,
CREDA, HO,
Raipur

Sub - Performance/Past Experience

Dear Sir,

We furnish herewith the record of our performance and experience as follows -

| Sl.No. | Purchaser's Name & Address | Order No. Date | Ordered Quantity | Value of Order |
|--------|-------------------------------|-------------------|---------------------|-------------------|
|--------|-------------------------------|-------------------|---------------------|-------------------|

PLACE

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

NOTE-Photocopy of the completion certificate received from other State Agencies/Govt. Undertakings etc. should be enclosed.





ANNEXURE -II

(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 SURVEY WORKS

This is to certify that [Name of Bidder, Address of Registered Office] has successfully completed the survey, design, drawing and estimation with complete DPR work of water distribution network **and/or** civil structures of Community drinking water / Community Irrigation Projects

OR

Executing Water Distribution Network (total _____ Ha) or civil work (total _____ cu.m.) under Community drinking water/ Community Irrigation Projects under Solar Community Irrigation Scheme (_____Scheme) against various Sanction of [Name of Agency] at various locations in _____State, as per following details –

| Particulars | Year | Total no. Area/cu.m. covered | Remarks |
|----------------|------|------------------------------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total - | | | |

This certificate is being issued against the request of M/S _____, for their intent for participation in the following Bid:-

| S. No. | Bid Number |
|--------|--|
| 1 | 14777/CREDA/ RE-III/SURVEY/2019 DATED 28-11-2019 |

This workmanship and performance of the above installed systems are found satisfactory and are in successful operation.



(Authorised Signatory)

ANNEXURE -III**INFORMATION ABOUT THE TECHNICAL STAFF**

| Sl. No. | Field of Specialisation | Name of post held in firm/office | No. of persons | | | | |
|---------|-------------------------|----------------------------------|----------------|---------------|----------|----------------------|-----------------------|
| | | | Ph. D. | Post Graduate | Graduate | Other Qualifications | Year(s) with the firm |
| 1 | Architect | | | | | | |
| 2 | Urban Planner | | | | | | |
| 3 | Civil Engineer | | | | | | |
| 4 | Infrastrucrture Analyst | | | | | | |
| 5 | Expert of Water Supply | | | | | | |
| 6 | Agricultural Engineer | | | | | | |
| 7 | Architectural Assistant | | | | | | |
| 8 | Surveyor | | | | | | |
| 9 | CAD Expert | | | | | | |
| 10 | Others | | | | | | |

Details of Technical Software and Instruments**(Signature of Applicant)****Including Title of the Company**