



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.)

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**TENDER DOCUMENT No10686/CREDA/Solar Tricycle/2020-21 Dated: 12/11/2020
RFX No. 8100019378**

**“STANDARDIZATION OF RATES FOR DESIGN, MANUFACTURING & SUPPLY
OF SOLAR POWERED MOTORIZED CUM MANUAL DRIVEN TRICYCLE
INCLUDING GRID CHARGING FACILITY WITH FIVE YEARS ON SITE
WARRANTEE, COMC & INSURANCE ANYWHERE IN THE STATE OF
CHHATTISGARH”**

Particulars	From Date & Time	To Date & Time	Place
Date of issue of notice Inviting Bid	12-11-2020	-----	-----
Period of availability of bidding document at website	12-11-2020 05:00 PM	08-12-2020 05:00 PM	http://www.creda.co.in
Demo of Tricycle & Pre Bid queries Submission in writing	25-11-2020 11:00 AM	25-11-2020 05:00 PM	At CREDA H.O., Raipur
Submission of Technical Bid	08-12-2020 11:00 AM	08-12-2020 05:00 PM	At CREDA H.O., Conference Hall, Raipur.
Submission of e-Price Bid	26-11-2020 11:00 AM	08-12-2020 05:00 PM	http://www.cspc.co.in
Opening of Technical Bid	09-12-2020 11:00 AM	09-12-2020 02:00 PM	At CREDA H.O., Conference Hall, Raipur.
Declaration of Eligible Tenderer	10-12-2020 03:00 PM	10-12-2020 04:00 PM	At CREDA H.O., Conference Hall, Raipur.
Opening of e- Price Bid	10-12-2020 04:30 PM	10-12-2020 05:00 PM	At CREDA H.O., Conference Hall, Raipur.

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

(In words Rupees Eleven Thousand Eight Hundred Only)

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**CONTENTS**

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Ref. No-10686/CREDA/Solar Tricycle/Tender/2020

Date: .12/11/2020

NOTICE INVITING TENDER

CREDA invites sealed tenders for standardization of rates for design, manufacturing & supply of solar powered motorized cum manual driven tricycle with grid charging facility with five years on site warrantee, comc & insurance anywhere in the state of Chhattisgarh from registered System integrators with track record in off-grid SPV systems, as per following details -

Sr.No.	Item Description	Cost of Tender Document	EMD	Essentials
1.	Design, manufacturing & supply of solar powered motorized cum manual driven tricycle including grid charging facility with five years onsite warrantee, comc & insurance anywhere in the state of Chhattisgarh	Rs 10,000.00 +18% GST = Rs.11,800.00	Rs 10,00,000.00 (for bidders registered outside of CG state) Rs. 5,00,000.00 (for bidders registered in CG state) Rs. 2,00,000.00 (Start-Up Companies/ Firms/New SIs/ New Entrepreneur registered in CREDA)	As per clause no. 1A to 3F of Eligibility Criteria (Page no.7)

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

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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 CREDA H.O., Conference Hall, 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. Any amendment/corrigendum will only be uploaded on CREDA's website. The tenderer should have to deposit tender document cost along with EMD as mentioned above through demand draft/NEFT/RTGS payable to CREDA Raipur while submitting tender.

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

**Chief Engineer
RE-II, 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 -

Sl. No.	Description	Complied	Page No. / Flag
1.	Earnest Money Deposit		
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.	Net Worth Certificate and Turnover Certificate for last three years duly signed by Chartered Accountant		
5.	Experience Certificate of solar powered/ battery operated motorized cum manual driven tricycle with grid charging facility Supplied by the Bidder in any Govt Scheme/Dept of any state/Organisation/NGOs or Market Mode Scheme of CREDA.		
6.	Experience Certificate of supply, installation and commissioning of any off grid SPV projects in Govt. Scheme in anywhere across the country .		
7.	Copy of Registration: Valid Certificate as System Integrator of CREDA in SPV Programme.		
8.	Declaration of conflict of interest - by bidder about any relatives working with CREDA.		
9.	Manufacture Authorization certificates of major components of solar powered motorized cum manual driven tricycle including grid charging facility.		
10.	Forwarding Letter & Undertaking by the Tenderer		
11.	PAN, GSTIN, Tax clearance certificate of the Tenderer		
12.	Self-certificate from Tenderer on not being a debarred from Government contract or a blacklisted company.		

A. Details of Beneficiary/ Account Holder

Name of Beneficiary	Chhattisgarh State Renewable Energy Development Agency (CREDA)
Address	Near Energy educational Park, VIP Road (Airport Road), Raipur
Contact Number	Tel.: 8370008631

B. BankDetails

Bank Name	ICICI Bank
Branch Address	Pachpedi Naka, Raipur
Beneficiary Account No.	134601000400
Beneficiary Account Name	C G ST Renewable Energy Dev. Agency (CREDA)
Type of Bank Account	Saving
MICR Code of the Bank	492229006
IFSC Code of the Bank	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. MINIMUM EXPERIENCE:

Bidders must **meet at least 02 minimum experience criteria** in last three financial years i.e. 2017-18, 2018-19 & 2019-20 as per the details mentioned below-

S. No.	System Detail	For bidders of Chhattisgarh State	For bidders of Other States
1	Experience in supply of Solar powered motorized cum manual driven tricycle including grid charging facility in any govt. Dept./ organisation/NGOs. OR	01 Nos.	05 Nos.
2.	Experience in supply of Battery operated Tricycle in any govt. Dept./ organisation/NGOs. OR	05 Nos	10 Nos.
3.	Experience in supply, installation and commissioning of any off grid SPV projects in govt. Dept./ organisation in any States across the country.	10 KW	20 KW

B. TEST REPORTS:

Tenderer must have to submit test reports of all the major components such as SPV Module, Motor, Battery, and Controller.

C. Experience Certificates submitted should be in attached format (as per **Annexure-I**) 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 Net worth of **Rs.25 Lacs** as on **31st March 2019 (which is defined as “Net value of the Assets minus (-) Net value of liabilities”)**. They shall have to submit a **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 **2 crores** in last three years i.e. 2016-17, 2017-18 & 2018-19. 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 **Summarised Sheet** of turnover certified by registered CA must be enclosed.

F. Tenderer 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.

2. CONSORTIUM - Joint Venture/ Consortium will not be allowed in this Bid.

3. START-UP AND NEW ENTREPRENEUR -

A. **START-UP-** CREDA may consider Start-up Company registered only in area of Solar PV modules/ PV System integrator, if it produces certificate of being a Start-up entities as issued by Government of India.

B. **NEW ENTREPRENEUR-** (New Entrepreneur means System Integrator who doesn't fulfil the eligibility criteria as per clause 1A to 1E). CREDA shall consider Companies/Proprietorship firm/Partnership firm which are registered in CREDA as NEW ENTREPRENEUR in category “A”

- C. EMD of **Rs.2 Lac** in form of D.D./ RTGS/NEFT payable to CREDA at Raipur (C.G.). Start-up & New Entrepreneur tenderer must have to submit test reports of all the major components such as SPV Module, Motor, Battery, and Controller.
- D. Start -up & New Entrepreneur are not allowed to Quote Prices.
- E. Maximum 5 % of the total work may be reserved for start-up and new entrepreneur.
- F. Non-meeting of Financial eligibility as mentioned under “eligibility criteria” head shall not be the reason for rejection of bid. Start-up & New Entrepreneur must meet other bid criteria including technical criteria. They also have to accept Price offer by CREDA as discovered in this bid.

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 will have to be submitted in hard copy. Bid Documents (including Technical Bid and samples) must reach at CREDA H.O., Conference Hall, Near Energy Education Park VIP Road, Raipur latest by **05.00 PM on 08.12.2020**. Tenders submitted after scheduled time and date shall not be considered.

5. SUBMISSION OF DOCUMENTS -

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

- A. Main Envelope: Main Envelope must contain A, B, C & D envelopes as mentioned below. Bidder Name, Address and status of firms and tender number & date should be clearly written on this envelope.
- B. Envelope-(A): EMD and Document Fees.
- C. Envelope-(B): Financial Eligibility Documents: Net worth & Turnover certificate as per clause 1D & 1E.
- D. Envelope-(C): Technical Eligibility Documents: Experience certificates, Test Reports etc. as applicable.
- E. Envelope-(D): Complete Bid document in original duly seal & signed by authorized signatory on each & every page of the Bid document.

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

6. SPECIFICATION AMENDMENTS -

The Specifications of solar powered motorized cum manual driven tricycle including grid charging facility, 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 -

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

8. THE BID -

Technical Bid must be deposited in the tender box only kept in the CREDA H.O., Conference Hall, Raipur **from 11:00 AM to 05:00 PM dated 08-12-2020**. 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 -

- A. Bidder should quote their rates considering all requirement of Solar Powered Cum Manual Driven Tricycle including grid charging facility as per Technical Specification as per the tender Page No.- 20 and all other factors in price of different components and keeping the quality of work and different destinations for supply anywhere in Chhattisgarh in mind.

B. If the successful bid is unbalanced in relation to the benchmark cost of CREDA as stated in tender Page No.- 34 by less than 10%, the successful bidder shall have to provide Additional Performance Security (APS) to the extent of difference of 90% of benchmark cost and rates quoted by the successful bidder for total allocable quantity in such Model of solar powered motorized cum manual driven tricycle including grid charging facility in which he has submitted unbalanced bid, in the form of Demand Draft/RTGS/NEFT issued by approved scheduled bank in favour of CREDA, before signing the agreement. The same shall be released along with the normal SD after 05 years of agreement. Those bidders who accept the L1 rates also required to submit Additional Performance Security (APS) for allocated work.

In case the L-1 bidder refuse to deposit Additional Performance Security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited and shall be blacklisted /debarred to participate in any tender/ activity of CREDA till further orders. In such case CREDA shall have discretionary rights to decide reasonable rates in comparison to benchmark costs which may be rates quoted by L2 if found reasonable.

If the bidder who has execute the agreement and fails to complete the allocated work or left the incomplete work as per this tender then this Additional Performance Security (APS), S.D. and EMD shall be forfeited by the CREDA and the agreement shall be terminated and bidder shall be blacklisted /debarred to participate in any tender/ activity of CREDA and notified in CREDA official as well as govt. official to publically, till further orders .

10. REGISTRATION OF BIDDER -

Bidders who are not registered with CREDA, upon allocation of work shall register himself as system integrator of CREDA within 30 days of such allocation failing which work allocation shall stand cancelled without any further notice in this regard and allocation work shall be re-allocated to other parties as per tender condition.

11. 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.

12. 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.

13. 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 2020-21** and shall be valid for one year from the date of agreement. However CREDA reserves right to curtail or extend this period.

14. 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.

15. TENDER DOCUMENT FEE AND EARNEST MONEY DEPOSIT –

- (i) Each tenderer should submit Tender Document Fee and earnest money in the form of Demand Draft/RTGS/NEFT as **mentioned in the NIT vide No 10686 /CREDA/ SOLAR Tricycle/2020 Date: 12/11/2020**, in a separate envelope as prescribed at point no.5 of page 8, 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.
- (ii) MSME unit registered as manufacturer or service provider of solar products in Chhattisgarh state and public sectors of government are exempted from EMD subjected to submission of valid document.
- (iii) If the Bidder who has execute the agreement then their EMD will be forfeited by the CREDA for 05 Year from the date of agreement.

16. DISPLAY OF SAMPLES -

Tenderers will have to provide samples of their Module, Motor, Battery, Controller, B.O.S. etc. if asked by CREDA for examination by Technical Committee of CREDA. **Only those bidders will be allowed to participate in tender whose sample is found satisfactory by Technical Committee.**

17. PRE-BID QUERIES -

- i. Suggestions, doubts, confusion, request, queries etc. related to this tender shall have to be sent in writing from **11:00 AM to 05:00 PM Dated 25/11/2020 At CREDA H.O. Raipur**. After that any representation in this regard shall not be considered.
- ii. The purpose of this pre-bid queries will be the clarification of issues related to this tender that can be raised at that stage. Any amendments in the bid documents which may become necessary as a result of pre-bid queries shall be part of original Bid document and communicated through corrigendum on CREDA website (www.creda.co.in).

18. TECHNICAL CRITERIA -

- i. The Bidder must have to submit test reports of all the major components such as SPV Module, Motor, Battery and Controller.
- ii. The Bidder should have sufficient technically qualified and well-experienced manpower for execution of the project and after sales service of the solar powered motorized cum manual driven tricycle including grid charging facility. These details may be called by CREDA and in case there is any deficiency found the Bidder may be debarred.

19. 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 work with CREDA. CREDA's decision in this regard will be final and binding on the tenderers.

20. SUBMMISION OF ENGINEERING DRAWING & 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. Works may only be started out only after approval of the Engineering Drawing, Document and their samples, if required.

21. COMC OF SOLAR POWERED MOTORIZED CUM MANUAL DRIVEN TRICYCLE –

The Comprehensive Maintenance work may be entrusted to the concerned bidders on the approved lowest rate of the bid. During COMC the bidders should have spares of every component ready in their service centre or CREDA District Office so that no system should be kept non-functional for more than 07 days. If the bidder fails to comply norms of warrantee and COMC then CREDA has right to get the rectification at the cost of bidder. Awarding the work of COMC to bidders is totally at the discretion of CREDA. Also if the bidder is awarded with COMC work, then they must have to submit quarterly monitoring report of the system working satisfactorily duly authenticated by AE/DI of concerned District Office of CREDA.

22. INSPECTIONS -

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

23. TAX OBLIGATIONS -

CREDA shall deduct TDS for Income Tax, 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.

24. JURISDICTION OF THE COURT -

Any dispute arising out of the contract shall be subject to the jurisdiction of Hon'ble 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 work 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 erection of the solar powered motorized cum manual driven tricycle with grid charging facility hereinafter called "System".
- "The Eligible SI/Tenderer" 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 (System Engineer) 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. PROOF OF MANUFACTURER -

Those bidders who are also manufacturers of an important component of solar powered motorized cum manual driven tricycle with grid charging facility such as SPV Modules, Motor, Battery or Controller shall have to submit proof of their factory, SSI Registration and list of Machineries and Equipment's.

3. CONTRACT DOCUMENT -

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

4. MANNER OF EXECUTION -

- A. Execution of work shall be carried out under Govt. Mode Scheme of CREDA in an approved manner as outlined in the technical specifications or where not outlined, in accordance with desired Specifications laid down by CREDA, to the reasonable satisfaction of the Engineer.
- B. Successful Tenderer / Bidder here-in-after called the **SI** (System Integrator).
 - i) The eligible SI shall conduct a detailed survey of Beneficiary. All necessary documents and beneficiary details shall have to be submitted in concerned District Office of CREDA in prescribed manner.
 - ii) Engineer-in-Charge of District Office of CREDA shall examine this report. Engineer-in-charge may visit to beneficiary if he/she is not satisfied with said report.
 - iii) After satisfaction Engineer-in-charge will forward the report to Executive Engineer of concerned Regional office of CREDA for approval.

- iv) Executive Engineer of concerned Regional office of CREDA shall forward this to concerned Chief Engineer of Head Office of CREDA.
- v) The SI shall start work within **15 days** after the date of sanction of work.
- vi) All the materials required for the supply & distribution of solar powered motorized cum manual driven tricycle including grid charging facility as per Work Order issued shall be kept at site in the custody of the SI. CREDA shall not be responsible for any loss or damage of any material during the transportation, supply & distribution.
- vii) All the electrical works should be done as per various provisions of Indian Electricity Act. The persons engaged for carrying out electrical works should have a valid B-class license or above issued by licensing board of Chhattisgarh.
- viii) After installation joint inspection will be done in presence of beneficiary, SI and CREDA and after Supply & Distribution of solar powered motorized cum manual driven tricycle including grid charging facility and its approval from CREDA a JCC will be signed and the claim will be forwarded for payments as per guidelines and procedures of CREDA.
- ix) Work order/LOI will be given to the chosen System Integrator only after execution of the agreement with CREDA.

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

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

6. **INSPECTION -**

- A. The Engineer-in-Charge or his authorized representative(s) shall be entitled at all reasonable times to inspect and supervise and test during Supply and Distribution. Such inspection will not relieve the eligible SI from their obligations under this contract.
- B. Material can be inspected before dispatch or in transit by the authorized representatives of CREDA at the factory / godown at the cost of the eligible SI, if desired by CREDA.
- C. CREDA will undertake real time performance and quality test of randomly selected solar powered motorized cum manual driven tricycle including grid charging facility and components during the course of execution as per specifications and guidelines to ensure quality and performance of system and components.

7. **COMPLETION OF WORK -**

Time being the essence of contract, the Supply & Distribution of the solar powered motorized cum manual driven tricycle including grid charging facility shall be completed within the time schedule prescribed in the Work order.

8. **ELIGIBLE SYSTEM INTEGRATOR'S DEFAULT LIABILITY -**

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 SI fails to complete the work within the time specified in the work order or within the period for which extension has been granted by CREDA to the eligible SI.
- (b) If in the opinion of CREDA, the eligible SI fails to comply with any of the provisions of this contract.
- (c) In the event of CREDA terminating the contract in whole or in part as provided in paragraph (a) above, CREDA reserves the right to engage another eligible SI 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 of erection of the solar powered motorized cum manual driven tricycle including grid charging facility 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 SI shall continue performance of the contract, in which case he shall be liable to CREDA for penalty for delay as set out in this tender document until the work is completed.

9. **FORCE MAJEURE -**

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

10. **REJECTION OF WORKS -**

In the event of any of the material supplied/work done by the eligible SI is found defective in material or workman ship or otherwise not in conformity with the requirements of this contract specifications, CREDA shall either reject the material and/or work and advise the eligible SI 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 Tender/ Activity of CREDA till further orders.** The eligible SI on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible SI 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 rejected outright without compensation. The eligible SI shall be liable for any loss/ damage sustained by CREDA due to defective work **with enforcement of penalty as stated above.**

11. **EXTENSION OF THE TIME -**

If the completion of Supply & Distribution 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 Solar Powered Tricycle as may be reasonable but without prejudice to other terms and conditions of the contract.

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

(I) The Solar Modules, Motor, Battery, Controller shall be made in India.

(II) The eligible SI has to ensure that equipment's as per Technical Requirements of guidelines of CREDA as complied with. The eligible SI has also to ensure that he will use only components of approved vendors of CREDA. The material/works for which CREDA/MNRE or BIS or ISI specification is not available, engineer-in-charge of the works will examine and approve the material/works, preferably of all makes on which CREDA has report of satisfactory performance. Test certificates for all major equipment's should be submitted to the engineer-in-charge of the works before installation of the same.

(III) Successful SI upon issue of LOI must submit Manufacture Authorization Form (MAF) From manufacture of Solar Module/Motor/Battery/ Controller which it is intending to use during Supply & Distribution guarantee at least five year warrantee of Motor, Battery and controller and at least 10 year warrantee on module, before Supply & Distribution of system. **No payment shall be made if he fails to do so.**

(IV) SI Should submit warrantee Agreement of **at least 5 year** for major components i.e. SPV Modules, Motor, Battery, and Controller with manufacturer or distributors certified by the manufacturer before Supply & Distribution of Solar Powered Tricycle.

13. WARRANTEE PERIOD AND POST INSTALLATION SERVICES -

- A.** The work done/material supplied by the eligible SI should be warranted for satisfactory operation and against any defect in material and workmanship including Motor, Battery, Controller and other balance of equipment's, at least for a period of **5 (five) years**, from the date of Distribution of the solar powered motorized cum manual driven tricycle including grid charging facility including other works as per scope of work.
- B.** Warrantee on SPV Modules shall be for **10 (ten) years** from the date of distribution of the solar powered motorized cum manual driven tricycle including grid charging facility must be warranted for their output peak watt capacity, which should not be less than **90%** at the end of **10 years** and not less than **80%** at the end of **25 years**.
- C.** 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.
- D.** The warrantee period shall be extended by the period during which the system remains non-operative due to reasons within control of the eligible SIs.
- E.** This warrantee must be an unconditional onsite warrantee and the eligible SI will have to replace the defective material within **7 days** positively from the date of information given to him.
- F.** Care should necessarily be taken to make the solar powered motorized cum manual driven tricycle with grid charging facility operational, once the reporting of the fault/non-operational status is done, within a week. If the solar powered motorized cum manual driven tricycle including grid charging facility is not made operational within **7 days** CREDA may rectify the same at the cost of SI and the warrantee period shall be extended for a month for the same.
- G.** System Integrators shall have to establish their service stations in the allocated area and shall have to keep sufficient quantity of spares and man power to ensure proper service network for taking care of smooth functioning of solar powered motorized cum manual driven tricycle including grid charging facility distributed by them. SI shall have to give a toll free number to register complaints.

14. TERMS OF PAYMENT -

The following terms of payment shall apply for the tender -

- A.** **95%** of the cost of the solar powered motorized cum manual driven tricycle including grid charging facility as per the work order after satisfactory supply, distribution & performance test of the solar powered tricycle at site with proper handing over. Payment will be done after receipt of Beneficiary contribution (if required) to CREDA.
- B.** Balance **5%** of the cost shall be retained by CREDA as Performance Security for a period of **60 months**.
- 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.

15. 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 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.

Review of the progress of supply & distribution of solar powered motorized cum manual driven tricycle including grid charging facility (System) allocated to SIs shall be done time to time by CREDA and if the progress of supply & distribution is found unsatisfactory, the allocation of entire remaining undistributed System or their part of can be re-allocated to other SI as per discretion of CREDA.

16. SECURITY DEPOSIT (SD) –

- A.** The Earnest Money shall be retained by CREDA upto the duration of validity of tender, after agreement is done to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be required by CREDA.
- B.** Beside this 5% of the cost shall also be retained as SD during the five years of warrantee period. No interest shall be payable on the SD.
- C.** Period for which EMD and SD are to be retained may be extended in case the warrantee period is extended due to non performance of the system.
- D.** All costs of damages and delays for which the eligible SI is liable to the CREDA will be deducted from any money due to the eligible SI including the security deposit of any project under CREDA.

17. INSURANCE -

- A.** The eligible SI shall arrange insurance coverage for the materials and solar powered motorized cum manual driven tricycle including grid charging facility at his/ beneficiary's custody for the work under execution and successful distribution and subsequent handover to the beneficiary. The eligible SI shall take up insurance or such other measures for the manpower so as to cover the claim for damage arising under workmen's compensation Act and other applicable State/Central laws. CREDA shall not bear any responsibility on this account.
- B.** Eligible SI shall arrange for insurance coverage for supply & distribution solar powered motorized cum manual driven tricycle with grid charging facility System during COMC period i.e. for **05 year** from the date of hand over to beneficiary. Insurance should cover for damage and theft. In case of such incidence, SI must replace the lost/damaged part within **7 days** from the date of intimation.

18. ELIGIBLE SI'S RESPONSIBILITY -

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the solar powered motorized cum manual driven tricycle including grid charging facility (system) by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible SI. 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 SI.

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

20. RESPONSIBILITY TOWARDS THE WORKMAN OR OUTSIDERS -

- A.** The eligible SI shall have to take insurance coverage from any authorized Insurance Company against Workmen compensation due under Workmen Compensation Act and submit copy of the insurance document before issuance of Work order.
- B.** The eligible SI shall ensure all safety measures during execution and repairs of the work. CREDA, will, in no case be responsible for any accident fatal or non-fatal, caused to any workman or outsider in course of transport or execution or repairs of work.
- C.** All the expenditure including treatment or compensation will be entirely borne by the eligible SIs. The eligible SI shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
- D.** CREDA shall have rights to deduct such claims of payments from SI in case of complaints of such violations.

21. 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 him without prior permission from CREDA in writing to any third party shall be liable to debar/black listed from any Tender/Activity of CREDA till further orders.

22. 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.

23. SETTLEMENT OF DISPUTES THROUGH ARBITRATION -

A. Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Chief Executive Officer (CEO), CREDA provided a written appeal by the eligible SI 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.

24. LAWS GOVERNING CONTRACT -

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

25. 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.

26. CORRESPONDENCE -

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

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

27. SECRECY -

The eligible SI 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.

28. AGREEMENT -

The successful eligible SI shall have to enter into an agreement with the CREDA in the approved contract agreement form within **15 days** of the receipt of call from CREDA.

29. 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.

30. 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 requires in accordance with quantum of work and scheduled time limits for completion of targets.

31. EVALUATION OF PRICE BID -

Price bid shall be evaluated on the basis of Quoted rates. Lowest rate of solar powered motorized cum manual driven tricycle with grid charging facility shall be considered, however CREDA shall have discretionary power to amend/lower the rates.

32. ALLOCATION OF TARGETS AND AREA OF WORK –

- i.** L-1 Bidder will be given preference for allocation of work. Maximum 25% of total target will be allotted to L-1 Bidder
- ii.** Subsequently all other eligible bidders will be awarded with equal number of work; quantity may change according to number of sanctioned works. Further allocations shall be made on the basis of their performance (both past as well as present performance) subsequently. However CREDA has sole discretion to award any number 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.** Maximum 5% of the total target shall be distributed among start-up and New Entrepreneur.
- vi.** **Review of the progress of supply & distribution of Solar Powered Tricycle (System) allocated to SIs shall be done time to time by CREDA and if the progress of supply & distribution is found unsatisfactory, the allocation of entire remaining undistributed or their part of can be re-allocated to other SI as per discretion of CREDA.**

33. 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 SI/Tenderer) have read all the above stated details & accept to comply with it in total

(Name, Signature & Seal of the Tenderer)

SECTION - 3

SCOPE OF WORK FOR SOLAR POWERED MOTORIZED CUM MANUAL DRIVEN TRICYCLE INCLUDING GRID CHARGING FACILITY

The scope in brief will be as follows-

1. Identifying of Intrusted beneficiary, designing, supply, distribution of solar powered motorized cum manual driven tricycle including grid charging facility (System) as per design and specifications approved by CREDA, on turnkey basis. Bidders shall have to take approval of the engineering documents, Bill of Materials and samples from CREDA prior to commencement of the work. Five years unconditional onsite warrantee for manufacturing defects shall be required for each of the system after distribution and proper handing over.
2. The scope of work shall also includes the followings:
 - Work order shall be issued only after submitting required certificate and all other information. SI shall furnish all necessary information to beneficiary for Solar Powered Motorized Cum Manual Driven Tricycle including Grid Charging Facility, Warrantee, Do & Don'ts etc. so as to avoid further misunderstandings and disputes.
 - Detailed planning of time bound smooth execution of project.
 - Providing User Manuals and Warrantee Cards to beneficiary / CREDA.
 - SI shall have to submit JCCs within 15 days of Supply and Distribution of Solar Powered Motorized Cum Manual Driven Tricycle including Grid Charging Facility in District Office of CREDA.
Unconditional onsite warrantee for manufacturing defects for Five years faultless operation, assure inventory for maintenance.
 - Providing Prompt Service Facilities to customers/ beneficiaries.
 - Risk liability of all personnel associated with implementation and realization of the project.
 - Training of at least two persons nominated by user, on the various aspects of design and maintenance of the offered system after proper handing over of the system.
 - The eligible SI shall maintain sufficient inventory of the spares to ensure that the system can be made functional within 5 days from the communication of breakdown of the system during the warrantee period.
 - The contractor shall run the system on trial basis and shall closely monitor the performance of the system before handing over the system.
 - System Integrators shall have to establish their service stations in the allocated area and shall have to keep sufficient quantity of spares and man power to ensure proper service network for taking care of smooth functioning of Systems distributed by them. SI shall have to give a toll free number to register complaints.

TECHNICAL SPECIFICATION OF SOLAR POWERED MOTORIZED CUM MANUAL DRIVEN TRICYCLE WITH GRID CHARGING FACILITY

S.N.	Particulars	Minimum Specifications
01	Drive Mode	Motorized Cum manual Driven (Strictly Aerodynamic Shape)
02	Solar Module Capacity	with 250- 300 Wtp (Strictly Flexi Panel)
03	Battery	with Minimum 40- 80 Ah LFP or 4 x 12 Volt >40 Ah Lead Acid Battery
04	Controller	Suitable charge controller
05	Motor	48 Volt , 250 Wtp BLDC Hub Motor
06	Body Type	M.S.C.R Tubular Robust Construction
07	Recharging Time	7-8 Hour
08	Accelerator	Twist Grip Throttle
09	Maximum Speed	20-25 kph on level surface
10	Brakes	Disc Brake with electric lever on both front rear wheel
11	Mileage	Minimum 50-60 km per full charge
12	Payload	Minimum 75Kg (1 Adult)
13	Ground Clearance	09 inches
14	Climbing Ability	Inclined 25 degree approx
15	Rain Protection	Canopy Roof and Wind shield
16	Seating	Cushion seat and Cushion back seat
17	Module Shape	Aerodynamic shape fixed With Anti Theft Nut Bolt
18	Handle Type	Flexible with Proper Locking System
18	Tyre Size	Minimum - Front – Min. 26 Inches Rear – Min. 26/28 Inches
19	Tool Box	Mandatory with light weight
20	Battery Indication	Compulsory
21	Head Light, Indicators, Horn & Mirror	Compulsory
22	Locking System	Compulsory with proper one
23	On/Off Switches	Compulsory
24	Arrangement for keeping Handicap Stick	Compulsory
25	Curtain Arrangement (03 Sided)	Optional
26	Mobile charger	Compulsory
27	ICAT approved	If Required
28	Fuse in Wiring Harnes	25A
29	Reverse Option	Compulsory
30	Manual Driven	Optional

e-Price Bid – A

For Design, Manufacturing & Supply of Solar Powered Motorized Cum Manual Driven Tricycle Including Grid Charging Facility System

(e-bidding as per Specifications & Scope of **Work of Tender No. 10686/CREDA/ Solar Tricycle/2020-21 Dated: 12.11.2020**)

Design, Manufacturing & Supply of Solar Powered Motorized Cum Manual Driven Tricycle Including Grid Charging Facility With Five Years On Site Warrantee, Comc & Insurance Anywhere In The State Of Chhattisgarh.

No.	Description	Per Unit Rate (without GST)
1	Design, Manufacturing & Supply of Solar Powered Motorized Cum Manual Driven Tricycle Including Grid Charging Facility of 48V/250~300 w/ 40AH LFP Battery capacity (For Individual Beneficiary use) etc.	
2	Comprehensive Operation & Maintenance (COM) of Systems for five years .	
3	TOTAL AMOUNT (without GST) .	

No.	Description	Per Unit Rate (without GST)
1	Design, Manufacturing & Supply of Solar Powered Motorized Cum Manual Driven Tricycle Including Grid Charging Facility of 48V/250~300 w/ >40AH LMLA Battery capacity (For Individual Beneficiary use) etc.	
2	Comprehensive Operation & Maintenance (COM) of Systems for five years .	
3	TOTAL AMOUNT (without GST)	

Certified that rates quoted above are as per the requirement, specifications, and terms & condition mentioned in the Tender document.

Above rates are FOR anywhere in the State of Chhattisgarh inclusive of roadworthy packing, loading, unloading, all types of incidental expenses, insurance, duties and any other job required to properly execute the work with 5 years warrantee as mentioned in the bid document. The GST payable on the bill produced for payment to CREDA shall be paid in addition to above quoted price as per rate of GST applicable at the time of billing.

(No other cost will be claimed above the price quoted & the applicable GST).

Name of the authorized Signatory:

Signature of the Authorized Signatory:

Seal of Company:

Date:

DRAFT AGREEMENT

CONTRACT AGREEMENT BETWEEN Chief Engineer Chhattisgarh State Renewable Energy Development Agency (**CREDA**) Raipur AND **M/s.....** Represented by THIS CONTRACT AGREEMENT against **Tender No10686/CREDA/ Solar Tricycle/2020 Dated: 12.11.2020** (also referred to as "Service Contract") is made on the day of Month 2020.

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 Standardization Of Rates For Design, Manufacturing & Supply Of Solar Powered Motorized Cum Manual Driven Tricycle Including Grid Charging Facility With Five Years On Site Warrantee, Comc & Insurance Anywhere In The State Of Chhattisgarh wide **Tender No10686/CREDA/ Solar Tricycle/2020-21 Dated: 12.11.2020** 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, for "Design, Manufacturing & Supply Of Solar Powered Motorized Cum Manual Driven Tricycle Including Grid Charging Facility With Five Years On Site Warrantee, Comc & Insurance Anywhere In The State Of Chhattisgarh" 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, Technical specifications of Solar Powered Motorized Tricycle and Annexure therein, engineering documents, detailed specifications of BOS & drawings, so far they relate to the **Tender No10686/CREDA/ Solar Tricycle/2020-21 Dated: 12.11.2020** 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 tender 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 supply and distribution. 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 Work etc. under various acts and deposited with the appropriate authority. Costs and taxes before execution of agreement with CREDA so as to ensure tax deposition as per Government Rules accordingly.
- 7) **ELIGIBLE SYSTEM INTEGRATOR'S DEFAULT LIABILITY -**

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

- (a) If in the opinion of the CREDA, the eligible SI fails to complete the work within the time specified in the work order or within the period for which extension has been granted by CREDA to the eligible SI.
- (b) If in the opinion of CREDA, the eligible SI fails to comply with any of the provisions of this contract.
- (c) In the event of CREDA terminating the contract in whole or in part as provided in paragraph (a) above, CREDA reserves the right to engage another eligible SI 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 of erection of the Solar Powered Motorized Tricycle 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 SI shall continue performance of the contract, in which case he 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 SI shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as of God, acts of public, enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that if SI shall submit delay notice with appropriate cause of delay to the CREDA in writing within **15 days** of force majeure. CREDA shall verify the facts and may grant such extension as facts justify. Delay in supply of any accessories of Solar Powered Motorized Tricycle System by the related vendors, to whom the tenderer has placed order, shall also not be treated as force majeure.

9) **REJECTION OF WORKS -**

In the event of any of the material supplied/work done by the eligible SI is found defective in material or workman ship or otherwise not in conformity with the requirements of this contract specifications, CREDA shall either reject the material and/or work and advise the eligible SI 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 Tender/ Activity of CREDA till further orders. The eligible SI on receipt of such notices shall rectify or replace the defective material and rectify the work free of cost. If the eligible SI 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 rejected outright without compensation. The eligible SI 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 Supply and Distribution 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.

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 sanction 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 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.

Review of the progress of Supply and Distribution of Solar Powered Motorized Cum Manual Tricycle System allocated to SIs shall be done time to time by CREDA and if the progress of Supply and Distribution is found unsatisfactory, the allocation of entire remaining incompleteness work Solar Powered Motorized Cum Manual Tricycle System or their part of can be re-allocated to other SI as per discretion of CREDA.

12) PENALTY DUE FROM THE ELIGIBLE SI -

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

13) ELIGIBLE SI'S RESPONSIBILITY -

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the Solar Powered Motorized Cum Manual Tricycle System by CREDA, if any, the ultimate responsibility for satisfactory performance of the entrusted work shall rest with the eligible SI. 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 SI.

14) 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 SI is responsible for the cause thereof or from any cause whatsoever, the eligible SI shall at his own cost rectify/replace such loss or damage, so that the permanent work confirms in every respect with the provision of the contract to the satisfaction of the Engineer. The eligible SI shall also be liable for any loss or damage to the work/equipment's occasioned by him in course of any operation carried out to him during performing the contract.

15) RESPONSIBILITY TOWARDS THE WORKMAN OR OUTSIDERS -

- The eligible SI 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 Sanction order.
- The eligible SI 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.
- All the expenditure including treatment or compensation will be entirely borne by the eligible SIs. The eligible SI shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
- SI shall have to submit JCCs within **60 days** after Supply and Distribution of Solar Powered Motorized Cum Manual Tricycle Systems in District Office of CREDA.
- CREDA shall have rights to deduct such claims of payments from SI in case of complaints of such violations.

- 16) Contractor shall provide 05 year warranty in Supplied Solar Powered Motorized Cum Manual Tricycle Systems from the date of handing over to beneficiary as per the terms & conditions prescribed in the **Tender No.10686/CREDA/ Solar Tricycle/2020-21 dated: 12.11.2020.**
- 17) **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.
- 18) (a) The contractor shall arrange insurance coverage for the materials and Solar Powered Motorized Cum Manual Tricycle at his/beneficiary's custody for the work under execution and successful distribution and subsequent handover to the beneficiary. The contractor shall take up insurance or such other measures for the manpower so as to cover the claim for damage arising under workmen's compensation Act and other applicable State/ Central laws. CREDA shall not bear any responsibility on this account.
(b) Contractor shall arrange for insurance coverage for Solar Powered Motorized Cum Manual Tricycle Systems and module during COMC period i.e. for 05 year from the date of handing over. Insurance should cover for damage and theft. In case of such incidence, SI must replace the lost/damaged part within 7 days.
- 19) 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.
- 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 Court of Chhattisgarh.

"Herewith everything and anything contained in Tender document no.10686/CREDA/ Solar Tricycle/2020-21 dated: 12.11.2020 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 :

Designation :

Signed on behalf of CREDA

Name:

Designation:

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 light his bid

PLACE :

SIGNATURE OF TENDERER

NAME IN FULL

DATE :

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 : Yes/No
Rate/amount of rebate/discount
- c) If conditional State condition : Yes/No
- 05. PAYMENT TERMS:**
Whether CREDA's terms of payment is acceptable to 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 : Yes/No
State:
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
Powered Motorized Cum Manual Driven Tricycle 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

TECHNICAL DEVIATIONS

From,
Tenderer Name & Address -

To,
The CE,
CREDA, HO,
Raipur

Sub – Technical Deviations.

Dear Sir,

The technical deviations & variations to the specifications stipulated in the tender, for the item quoted are as under -

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

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

PLACE

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

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

SCHEDULE - IV**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	Qty. supplied (Nos.)	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 – I**(EXPERIENCE CERTIFICATE ON THE OFFICIAL LETTER HEAD OF CONCERNED
GOVERNMENT DEPARTMENT/ NGO WITH SEAL AND SIGN BY AUTHORIZED
SIGNATORY)**

Ref. No.....

Date.....

Completion cum Performance Certificate

This is to certify that M/S _____ (With Full Address), has successfully completed the work of design, Supply and Distribution of Supply Of Solar Powered Motorized Cum Manual Driven Tricycle Including Grid Charging Facility OR Supply Of Battery Operated Tricycle OR Supply, Installation And Commissioning Of Any Off Grid SPV Projects in _____ State, as per following details :-

S. No.	Name of Deptt./NGO Where Supplied the system	District	Work Order No. & Date	No. of System	Completion Date

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	10686/CREDA/ Solar Tricycle/2020-21 DATED 12-11-2020

The Workmanship and performance of the supplied systems are found satisfactory and are in successful operation.

Seal & Sign
(Authorised Signatory)

ANNEXURE –II**Benchmark Cost For Solar Powered Cum Manual Driven Tricycle including
Grid Charging Facility**

S. No.	Particular	Supply Cost without GST (in Rs.)	COM Cost for 05 Years without GST (in Rs.)	Total without GST (in Rs.)
1	Solar Powered Motorized Cum Manual Driven Tricycle of 48V/250~300 w/ 40AH LFP Battery capacity	1,40,000/-	14000/-	1,54000/-
2	Solar Powered Motorized Cum Manual Driven Tricycle 48V/250~300w/>40AH LMLA Battery capacity	1,10,000/-	11000/-	1,21,000/-