

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. In case of Consortium both the partners shall sign & seal.
- 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.

15. 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 2021-22** and shall be valid till **31.12.2022**. However CREDA reserves right to curtail or extend this period.

16. COMMUNICATIONS -

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

17. TENDER DOCUMENT FEE AND EARNEST -

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. 515/CREDA/SPV-PUMPS/SSY-VI/2021 Date : 12.05.2021, in a separate envelope as prescribed at **point no.6 of page 10**, 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.**

18. PRE-BID QUERIES -

All suggestions, doubts, confusion, request, queries etc., shall be submitted to CREDA in writing or through e-mail on or before **18.05.2021 till 5:00 PM**. After that any representation in this regard shall not be considered.

19. TECHNICAL CRITERIA -

- Tenderer must have valid test report of 3HP category and 5HP **category of submersible and surface AC & DC pumps in their name** i.e. total 08 test reports of solar pumping system separately in their names are mandatory for the eligibility to participate in the Tender. They will have to provide copy of such test report of their SPV Irrigation Pumps as per Ministry of New & Renewable Energy (MNRE) Specifications from Solar Energy Test Centre or any other test centre accredited by NABL.

- For other than above 08 configurations if Bidders wants to submit acknowledgement of any category for future reference/requirement, they may submit Acknowledgement of submission of materials along with make, capacity & numbers of Solar Module, Controller & AC / DC Surface / Submersible Pumps, **fee receipt** as per Ministry of New & Renewable Energy (MNRE) Specifications from Solar Energy Test Centre or any other test centre accredited by NABL but they can't quote rate/price. Bidders shall be required to submit the approved test certificates before raising claim for payment else payment shall not be made to them.
- Bidder should have test certificate for the offered pumps valid at the time of opening of the bid as per specifications mentioned in this Tender document and guidelines issued by **MNRE vide letter no.41/3/2018-SPV Division dated: 17th July 2019**.
- 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.
- The Bidder should have sufficient technically qualified and well-experienced manpower for execution of the project and after sales service of the systems. These details may be called by CREDA and in case there is any deficiency found the Bidder may be debarred.

20. 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.

21. PRICE OF SUPPLY OF SOLAR PUMPING SYSTEMS WITH INSTALLATION, COMMISSIONING AND TESTING OF SOLAR PUMP SET -

- I. The Price must be quoted for all models of each category solar pumping system with Supply, installation, commissioning and testing, MMS, Lightening arrester, 02-nos earthing, Civil works and all other required BOS like HDPE Pipe, Suction Pipe, Rope wire, Clamp, Bore cap, Cables, Suitable Nut Bolts etc. with 5 years system warranty, insurance and COMC. 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-I enclosed**.
- II. e-Price bid- II, to be filled by only those bidders who are MNRE approved manufacturer of universal solar pump controller.
- III. Any change in GST shall be applicable during the period of contract.
- IV. In this regard if there is any change in the composition ratio of goods and services by any Authority/ Courts, same shall be applicable.

22. 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. Works may only be started out only after approval of the Engineering Document and their samples.

23. SAMPLES -

If required samples of the components shall have to be submitted to the CREDA in prescribed manner.

24. INSPECTIONS -

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

25. MANDATORY DEDUCTION -

One Percentage of the cost of installation of pump including civil work will be deducted from the Payment and will be deposited in the account of CHHATTISGARH BHAWAN EVAM ANYA SANNIRMAN KARMKAR MANDAL. The bidder shall have to provide list of labours/manpower engaged for the execution of work to the Engineer-in-charge of CREDA. (As per CG Govt.'s Notification 1996)

26. MANDATORY EMPLOYMENT-

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

27. TAX OBLIGATIONS -

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

28. 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 erection of the SPV Pump.
- "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 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 SPV Pump such as SPV Modules, Surface or Submersible Pump, VFD or Structures of SPV Pumps 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 sanction orders etc., issued against the contract schedule of price or their final general conditions, any special conditions applying to the particular contract specification and drawings and agreement to be entered into. Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian contract Act or any other Act in vogue or by any person of common knowledge and prudence.

4. MANNER OF EXECUTION -

- A. Execution of work shall be carried out under Market 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 site and submit application of beneficiary along with Processing Fee, after due verification and signature by Deputy Director of Agriculture. All necessary documents and survey 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 these applications. After his satisfaction will decide the type of pump like AC / DC and Submersible or Surface type. Engineer-in-charge may visit the site if he/she is not satisfied with survey report.

- iii) After satisfaction Engineer-in-charge will forward the application to Executive Engineer of concerned Regional office of CREDA for approval.
- iv) Executive Engineer of concerned Regional office of CREDA shall issue the sanction order of subsidy to eligible SI for installation of SPV Pump.
- v) HO CREDA will be final authority to decide the type of pump and set of combination of pump.
- vi) The SI shall start work within **15 days** after the date of sanction of work.
- vii) All the materials required for the installation of SPV Pumps as per Sanction 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 installation.
- viii) 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.
- ix) SI will collect beneficiary contribution at rate as notified by the State Govt. and processing fee (fixed by Government) directly from beneficiaries. The processing fees will be submitted in CREDA with the application. After installation joint inspection will be done in presence of beneficiary, SI and CREDA and after successful commissioning of SPV Pumps and its approval from CREDA a JCC will be signed and the subsidy claim will be forwarded for payments as per guidelines and procedures of CREDA. SI will retain the beneficiary's contribution, but the same amount would be deducted from quoted price while making final payment.
- x) The SI must complete allocated work as schedule mentioned in the sanction order.

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 installation and commissioning. 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 pumping system and components during the course of execution as per MNRE specifications and guidelines to ensure quality and performance of pump and components.

7. **COMPLETION OF WORK -**

- A. Time being the essence of contract, the installation of the SPV Pumps shall be completed within the time schedule prescribed in the Sanction order. **The SI must complete 30% of work allocated till 31.12.2021 and balance 70% till 31.05.2022 from the date of LOI, including rainy season, provided that there is no force majeure.**

- B. After finalizing of rates and successful bidder, approved rates along with draft agreement will be sent to all successful bidders for acceptance, they will have to provide Acceptance within 10 days of issuance of draft agreement.
- C. CREDA will issue "LETTER OF INTENT" within 10 days after last date of agreement, to those bidders who accept the approved rates and submit the agreement.
- D. After issuance of "LOI", System integrator will start Survey, Selection of beneficiary, installation & Commissioning and all other works within the time as given in above Point "A".
- E. Detailed Manner of execution is mentioned in Section-2, Clause 4 of this tender document.

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 sanction 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 SPV Pumps 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 act of God, acts of public, enemy, LWE problems, acts of government, cyclone, fires, floods, epidemics/pandemics, quarantine restrictions / lockdown, 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 Pumps etc. 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 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 Solar System 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, Solar Pumps, Controller & Other BOS 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 BSI 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 pump/ Controller/ Module which it is intending to use during installation guarantee at least five year warrantee of pump and controller and at least 10 year warrantee on module, before installation of pump, **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 pumps, Modules, VFD/ Controller and Structures with manufacturer or distributors certified by the manufacturer before installation of Pumps.

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 Pumps, Controllers and other balance of equipment's, at least for a period of **5(five) years**, from the date of commissioning of the SPV Pumps including other works as per scope of work.
- B.** Warrantee on SPV Modules shall be for **10 (ten) years** from the date of commissioning of the SPV Pumps 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 plant 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 **7days** positively from the date of information given to him.
- F.** Care should necessarily be taken to make the SPV Pumps operational, once the reporting of the fault/non-operational status is done, within a week. If the SPV Pumps is not made operational within **7 days**, the rectification/replacement (keeping the same configuration in consideration) will be done by CREDA at the risk and cost of system integrator, after rectification / replacement the warranty clause will remain compliable as per tender conditions. No claim in this regard will be entertained.

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 SPV Pumps installed by them or it is essential to keep spares at least 2% of installed pumps. SI shall have to give a toll free number to register complaints.

H. **COMC -**

Comprehensive Maintenance Contract shall have two distinct components as described below -

i) **Preventive / Routine Maintenance:** This shall be done by the contractor at least once every three month and shall include activities such as cleaning and checking the health of the SPV Pump, cleaning of module surface fortnightly positively, tightening of all electrical connections, changing of tilt angle of module mounting structure, and any other activity that may be required for proper functioning of the SPV Pump as a whole.

ii) **Breakdown / Corrective maintenance:** Whenever a complaint is lodged by the user/CREDA, the bidder shall attend to the same within a reasonable period of time (not exceeding 07 days from the date of complaint) and rectify the defects, period. Replacement of the defective component/ spares if required as-n-when such requirement would arise. The replacement work shall be carried out within the specified time limit i.e. maximum 30 days. It is mandatory that the contractor shall submit a certificate, about the rectification/replacement work done, from the concerning beneficiary(s) to the DO, failing which it will be assumed that the contractor has not performed its duties.

For carrying out the maintenance service during COMC effectively, the manufacturer shall establish one local service center at suitable place (preferable at the same district).

iii) **Facilities at the local Service Center:** The bidder shall maintain the following facilities at the Local Service Centre for ensuring highest level of services to the end user:

a. Adequate trained manpower specifically trained by the bidder for carrying out the service activities.

b. Sufficient spare parts, to extend services at the beneficiary's place / site(s).

iv) The System Integrator shall submit certificates of maintenance / quarterly visits in the enclosed format (Annexure- VIII) to respective DOs on quarterly basis, along with the service reports.

v) If the bidder fails to repair the systems against the complaints of breakdown / Corrective maintenance to ensure 100% working status during COMC period in stipulated period i.e. maximum 30 days. Repair / replacement work will be done by CREDA from their SD or any other due payments available with CREDA.

vi) A detailed methodology stating the plan to undertake the work of Maintenance Contract, proposed network of service centers and deployment of skilled manpower should also be submitted at the time of Contract.

14. TERMS OF PAYMENT -

The following terms of payment shall apply for the tender -

A. **95%** of the cost as per the sanction order after satisfactory supply, installation, commissioning & performance test of the SPV Pumps at site with proper handing over.

B. Balance **5%** of the cost shall be retained by CREDA as Security Deposit for a period of **60 months** from date of commissioning.

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 sanction order or any extension granted there to, CREDA will recover from the SI as penalty a sum of **half percent (0.5%)** of the system price excluding GST/Tax for every delayed

system per week. For this purpose, the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed **10% (Ten Percent)** of the cost.

However, imposition of such penalty shall be discretion of CREDA. This penalty may be decrease, increase or waved off due to various justified reasons on ground with recommendations of field staff on record. Period declared as lockdown or local quarantine / contentment zones due to Covid19 pandemic shall be waved off for the purpose of penalty.

Review of the progress of installation of pump 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 pumps 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 as additional SD for five years 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 EMD, **5%** of the cost shall also be retained as SD during the five years of warrantee period.

17. INSURANCE -

- A. The eligible SI shall arrange insurance coverage for the materials and SPV Pumping system at his/ beneficiary's custody for the work under execution and successful commissioning 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 complete SPV pumping system during COMC period i.e. for **05 year** from the date of installation, at single instance (5 years insurance premium must be paid at the time of insurance). 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, failing which the rectification/replacement (keeping the same configuration in consideration) will be done by CREDA at the risk and cost of system integrator, after rectification / replacement the warranty clause will remain compliable as per tender conditions. No claim in this regard will be entertained.

18. 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.

19. RESPONSIBILITY OF ELIGIBLE SI -

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the SPV Pump 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.

20. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE -

If any loss or damage occurs to the work or any part thereof or materials/plant/equipment's for incorporation therein the period for which the eligible SI 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.

21. 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 Sanction 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.**

22. NON-ASSIGNMENTS -

The eligible bidder shall not assign or transfer the sanction 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.

23. SUBLETS -

- A. The eligible bidder may sublet / sub contract part of the work with approval of CREDA in writing up to 25% of the allocated work. It is expressly agreed that original bidder shall be responsible and liable for all his obligations under this agreement not withstanding anything contained in the agreements with his sub contractor and no default under any such agreement shall exempt the original bidder from his obligation or all liabilities here under.**
- B. After approval of the proposal of the sub contract CREDA shall issue a permission letter for the same.**
- C. The original bidder shall not be allowed to sub contract the work assigned to him to more than one sub contractor. In special condition CREDA may permit more than one sub contractor.**
- D. The original bidder should satisfy himself before recommending CREDA whether the sub contractor so proposed is fit for the work, process, experience, qualifications, man power and component necessary for the job proposed be entrusted to him.**
- E. Whatever warranty mentioned in the Tender document shall be honoured by the original bidder. Original Bidder shall be held responsible for any defect / non functionality of any work / system or any components.**
- F. CREDA will not ask to sub contractor for any rectification / replacement of work / system or any component. All liabilities regarding warranty shall be on part of original bidder.**
- G. The original bidder shall be responsible of submission of JCCs to concerned district officers of CREDA with his and sub contractor signatures and seal on every document comprising JCCs. The seal of sub contractor should clearly the name of sub contractor with phrase "on behalf of original bidder". All liabilities like warranty, insurance, specification, compliance of bid conditions and government rules and regulations etc., shall be on the part of original bidder.**
- H. Sub contractor will have to be registered as SI in CREDA immediate after approval.**
- I. CREDA will pay to the original bidder after successful commissioning of the system.**
- J. The original bidder shall have to pay within 15 days of receipt of payment from CREDA. CREDA may pay directly to the sub contractor on-behalf of original contractor after receipt of written consent / recommendation for payment from original bidder.**

- K. If original bidder fails to pay any amount to sub contractor within 45 days then on receipt of information from sub contractor CREDA shall have right to deduct the same from bill or any due amount of original bidders and pay the same to sub contractor.
- L. The allocated work to sub contractor shall be part of the experience of sub contractor.
- M. Details of the Subletting are mentioned in manual on policy and procedure for sub contract in CREDA.

24. 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.

25. 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 at Chhattisgarh.

26. 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.

27. 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.

28. 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.

29. 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.

30. AGREEMENT -

The successful eligible SI 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.

- 31. DECLARATION OF CONFLICT OF INTEREST -** Any Regular employee / Working or worked on basis of contract or placement agency cannot work directly or indirectly in any scheme of CREDA. If any SI found then or sublet the work shall be blacklisted for 3 years.

32. CAPACITY ASSESMENT OF THE BIDDER -

The SI's maximum capacity for installation of solar pumps (in nos.) under this bid shall be assessed as –

- | | | | |
|----|---|-------|----------|
| 1. | No. of 3HP to 5HP (both inclusive) capacity SPV Pumps installed in year 2018-19, 2019-20, 2020-21 & 2021-22 till 30.05.2021 | ----- | a |
| 2. | No. of greater then 5HP capacity SPV pumps installed in year 2018-19, 2019-20, 2020-21 & 2021-22 till 30.05.2021 | ----- | b |
| 3. | No. of less than 3HP capacity SPV pumps installed in year 2018-19, 2019-20, 2020-21 & 2021-22 till 30.05.2021 | ----- | c |

Assessed maximum capacity for installation of pumps in this bid — {a+ (bX2) +(c/2)}

For installation carried out in Chhattisgarh the above determined assessed capacity shall be further doubled.

33. 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.

34. EVALUTION OF PRICE BID-

Price bid shall be evaluated on the basis of Quoted rates. Lowest rates of each category of pump shall be considered however CREDA shall have discretionary power to amend/lower the rates.

35. ALLOCATION OF TARGETS AND AREA OF WORK -

Effective price shall be calculated as per following formula for decide the order of offered rates for allocation as per 32.

Effective price =

$$\frac{(\text{Unit price of 03HP AC Surface X W1})+(\text{Unit price of 03HP DC Surface X W2})+(\text{Unit price of 03HP AC Submersible X W3})+(\text{Unit price of 03HP DC Submersible X W4}) + (\text{Unit price of 05HP AC Surface X W5})+(\text{Unit price of 05HP DC Surface X W6})+(\text{Unit price of 05HP AC Submersible X W7})+(\text{Unit price of 05HP DC Submersible X W8})}{W1+W2+W3+W4+W5+W6+W7+W8}$$

$$W1+W2+W3+W4+W5+W6+W7+W8$$

$$W1= 2.05, W2= 2.06, W3= 2.16, W4= 2.21, W5= 2.80, W6= 3.03, W7= 2.81, W8= 3.04$$

Where Weightage W1, W2..... = Benchmark Cost of respective pump /1,00,000

CREDA may reduce the allocation of pumps by number of uninstalled pump as on 31.05.2021 by the System integrator allocated under SSY Phase-V. This date may be increase due to Covid19 pandemic situation.

The calculated effective price shall be used for determination of L1, L2 and so on for work allocation. If two bidders have same effective price the one whose accessed capacity is higher, shall be considered better placed for above ordering.