



**Chhattisgarh State Renewable Energy  
Development Agency (CREDA)**

Above Bio Diesel Plant, Near Energy Education Park,  
VIP Road(Air Port Road), Raipur (C.G.)

Website: <https://creda.cgstate.gov.in>

Phone: 08370009918

**TENDER DOCUMENT NO. 22693/T-1/CREDA/BIOGAS/SMD/2017-18**

**Offer for standardization of rates of Biogas materials like Biogas burners, HDPE Pipe, Gate valve, Epoxy paint, Biogas lamp etc. as per specifications of BIS, CREDA and Supply at its Regional and Distt. Offices, in Chhattisgarh.**

**Sold to:**

.....

.....

**Cost of tender ₹ 1000/- received vide MR**

**no.....dated.....**

<b>Last Date and time of submission of samples</b>	<b>: 19<sup>th</sup> January 2018 upto 1600 HRS</b>
<b>LAST DATE OF SUBMISSION OF TENDER</b>	<b>: 23<sup>th</sup> January 2018 till 1300 HRS</b>
<b>Opening of bids</b>	<b>: 23<sup>th</sup> January 2018 at 1500 HRS</b>

**Signature of the issuing authority**



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## Chhattisgarh State Renewable Energy Development Agency (CREDA)

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Phone: 08370009918

No. 22693/T-1/CREDA/BIOGAS/SMD/2017-18

Date: 29.12.2017

### NOTICE INVITING TENDER

Sealed tenders are invited from manufacturers or their authorized dealers/representatives for standardization of rates & supply of the following items & supply to CREDA's Regional and Distt. Offices in Chhattisgarh.

S. N	Name of Items	Approx Qty.	Approx Cost. (₹)
1	Biogas burners (Stainless Steel) i/c brass nipple and rubber tube with two additional knobs (IS-8749 - latest revision)	3000	36,00,000
2	HDPE pipe I.S-4984, 20mm dia	30000	7,50,000
3	Brass ball type gate valves 1/2" & 1"	3000	7,50,000
4	Biogas Epoxy paint (A+B)	6000	9,00,000
5	Biogas lamp complete (approved by KVIC)	300	1,50,000
<b>Approx Total Amount</b>			<b>61,50,000</b>

EMD shall be ₹ 1,25,000/- (Rs. One Lakh Twenty five thousand Only) (@2% of Total amount) and tenderer can participate for any or all of the items. Tender forms can be purchased or downloaded from our website up to **22<sup>th</sup> January 2018 till 1700 HRS** from O/o CREDA Head Office above Bio Diesel Plant, Near Energy Education Park, VIP Road (Air Port Road), Raipur (C.G.) on payment of ₹ 1000/- (Rupees One Thousand only) in cash or D/D in favour of CREDA, Raipur (if downloaded from web site). The document fees must be kept with EMD in a separate envelope & placed inside the main envelope of tender. Last date of depositing the samples of Biogas Materials is : **19<sup>th</sup> January 2018 upto 1600 HRS** in the office of Chief Engineer, CREDA. Tenders may be deposited on: **23<sup>th</sup> January 2018 till 1300 HRS**. The tenderers, whose samples are found as per specifications their bids will be opened on same day i.e. **23<sup>th</sup> January 2018 at 1500 HRS.**

CREDA reserves all rights to accept or reject any or all the tenders partly or wholly without assigning any reason.

Chief Engineer, CREDA

### Check list for submission of documents

S.N.	Item	Submitted		BIS	
		Yes	No	Yes	No
1	Registration certificate from CREDA.				
2	Certificates of BIS/ISI, for required material. (Biogas Burner & HDPE Pipe)				
3	Test report for all materials.				
4	Technical specification for all materials.				
5	Tax clearance certificate(ITCC)				
6	EMD of ₹ 1,25,000/- by Cheque/D.D.				
7	Last 3 Years turn over documents.(audited balance sheet certified by CA)				
8	Price bid schedule-I (& Sch.II if applicable)				
9	Signature on all pages				
10	GST Registration				

Note:

1. Please mention Yes/No/NA.
2. Please give valid reason for non submission of documents.

## COMMERCIAL INFORMATION

(Strike off, which ever is not applicable. Separate sheets should be used.

Wherever necessary)

01. i) Earnest Money Details : Bank draft/Bankers cheque payable to, Director, CREDA, Raipur
- ii) Amount of E.M.D. & full details : Rs.....
- iii) If exempted, state whether bidder is : NSIC/SSI Unit of C.G registered with C.G Govt.
- iv) Reference of documentary evidence regarding exemption enclosed. : Yes/No
02. Whether the offer is valid for 45 days : Yes/No (If no, state validity period) from the date of opening of commercial/ Technical bid.
03. A) Concessional Sales Tax is applicable to CREDA : a) Concessional Central Sales Tax against declaration form  
b) Concessional State Sales Tax/ Commercial tax against declaration form.
- B) Rate of Sales Tax on the date of bid. (inclusive in the rates stated in the price bid) :
04. PAYMENT TERMS :  
Whether CREDA's terms of payment is acceptable to the tenderer (If not state conditions) : Yes/No
05. Whether Security Deposit clause is understood : Yes/No
06. Indicate State, Central Sales Tax Registration TIN No.:  
Number CST No.:
- 07 PAN Number of the Tenderer :
- 08 Whether photocopy of the clearance from the Income Tax/Sales Tax Deptt. is enclosed : Yes/No
09. Please mention whether rates offered are applicable for all quantities. : Yes/No

PLACE

SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION/STATUS

FIRM/COMPANY SEAL

DATE

## INSTRUCTIONS FOR TENDERERS

1. Sealed offers are invited by the **Director**, CREDA, Head Office, Raipur for standardization of rates of Biogas material like BIS Biogas burners, ISI HDPE Pipe, Gate valve, Epoxy paint, Biogas lamp etc. as per specifications of BIS , CREDA & Supply at its Regional and District Offices in Chhattisgarh.
2. Tenders of Biogas Materials must reach CREDA head office above Bio Diesel Plant, Near Energy Education Park, VIP Road(Air Port Road), Raipur by **23<sup>th</sup> January 2018\_ till 1300 HRS**. Tenders received after the time and date shall not be considered. Covers should invariably be superscribed for “standardization of rates Biogas material like BIS Biogas burners, ISI HDPE Pipe, Gate valve, Epoxy paint, Biogas lamp etc. as per specifications of BIS ,CREDA & Supply at its Regional and District Offices due on **23<sup>th</sup> January 2018**”. Earnest Money shall be deposited ₹ 1,25,000/- (Rupees-One Lakh Twenty Five Thousand Only) in the form of Demand Draft drawn in favour of Director, CREDA, payable at Raipur. Last date of submission of samples of Biogas Materials is **19<sup>th</sup> January 2018 till 1600 HRS**. in the office of Chief Engineer, CREDA. The sample will be checked on **20<sup>th</sup> January 2018 from 1200 HRS**. Tender may be deposited on **23<sup>th</sup> January 2018 till 1300 HRS** & the tenderers, whose samples are found as per specifications their bids will be opened on same day i.e. **23<sup>th</sup> January 2018 at 1500 HRS**.
3. **TWO PART BID**  
Sealed Tenders are invited on two-part basis. **One envelope** containing the E.M.D. pre-qualification, technical & BIS certificates and specifications clearly super-scribed as “**Technical Bid**” on Top, **Second envelope** should contain the duly signed tender form with financial bid superscribed “**Financial Bid**” on the top. Both the two envelopes shall be kept in a big sealed envelope addressed to the Director, CREDA, H.O., Raipur with the name of work, tender specification number, due date of tender, amount & mode of E.M.D. and name of the tenderer **superscribed on the cover**.
4. When tenders are delivered by special messenger, it should be deposited in the tender box kept in CREDA, HO, Above Bio Diesel Plant, Near Energy Education Park, VIP Road (Air Port Road), Raipur (C.G.)Raipur on working days between 10.00 A.M. to 5.00 P.M. *Nobody is authorized to receive or grant receipt for tender delivered by him.*
5. Tenderers are required to submit tenders with the following documents/information:-
  - i. Price bid  
Schedule-I
  - ii. Certificates of BIS, test reports, technical specifications, tax clearance certificate etc.

6. **Eligibility Criteria :**

Tenderers should keep in mind the technology and specifications, it is absolutely essential and a prerequisite for the bidder to meet all the following criteria :

- I. Manufacturer of BIS Biogas Stoves or their authorized representatives/dealers registered with CREDA for Biogas stoves are eligible to bid. For other products, the manufacturer/bidder have to get registered with CREDA by paying registration fees of Rs.6000/-, if found eligible, within one month finalization of tender. Bidder has to necessarily appoint an authorized dealer in Chhattisgarh within one month of finalizing of tender otherwise offer will be cancelled.
  - II. **The Manufacturer's/dealer's turnover** should not be less than **₹ 50 Lacs (Rupees Fifty Lac only)** during the last three year's period from 2014-15 to 2016-17.
  - III. The Manufacturer/dealer had not been black listed at any time by any of the State Nodal Agency/ State Nodal Dept in India. In case of any complaint received even at a later date during the validity of this tender, the party's contract will be liable to be cancelled.
  - IV. The Manufacturer/dealer should have supplied Biogas materials like BIS Biogas burners, ISI HDPE Pipe, Gate valve, Epoxy paint, Biogas lamp etc in Chhattisgarh.
  - V. The Biogas material like BIS marked Biogas burners, ISI HDPE Pipe etc. Should be with valid BIS/ISI certificates as applicable. All other materials should be of superior quality.
- The tenderer who submits the tender without satisfying or deviating from the above mentioned prescribed criteria may not only be rejected but also the EMD may be forfeited. However EMD deposited may be returned after first supply on written request letter.**
- VI. The tenderer shall have to submit technical specifications necessarily with technical bid, otherwise offer may not be considered.
  - VII. The tenderer shall have to submit samples of their items to CREDA.
  - VIII. The samples shall be checked according to CREDA & BIS specifications and technical bids submitted, evaluated. After the satisfaction of the tender committee, financial bids shall be opened on prescribed day.
  - IX. **If sample is rejected, bidders' offer will not be opened.**
  - X. **The order will be placed to dealer based in Chhattisgarh/having office in Chhattisgarh. He has to quote rates accordingly. No further reasons whatsoever will be entertained after the opening of bids.**

7. **VALIDITY**

Full descriptive particulars and complete specifications should accompany the offer. **Offers should be kept open for acceptance for at least one year from the date of opening.** Those who do not agree for validity of one year will not be eligible. However to cope up with any unforeseen circumstances , tenderers are advised to extend the validity with mutual consent of CREDA.

8. The terms and conditions and specifications mentioned in tender specifications shall be binding on the tenderers and no condition or stipulation contrary to above conditions shall be applicable. Please note that the tenderers who do not accept terms and conditions stipulated in this tender specifications, their offers shall be liable to be **outrightly** rejected without assigning any reason whatsoever. **Each page of tender document & enclosures shall be signed by the tenderer and affix with seal.**

9. No corrections / alterations done in the tender will be accepted.

10. Offers through Telegraph/ Fax etc. received will not be considered.

11. **EARNEST MONEY**

Each tenderer should submit an earnest money ₹ 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) at the time of submission of tender in a separate envelope marked as "Earnest Money". The tenders not accompanied with earnest money or accompanied with inadequate earnest money will summarily be rejected and shall be returned unopened.

12. **FORM OF EARNEST MONEY DEPOSIT**

The earnest money deposit can be furnished only in the form of Bank Draft or Bankers Cheque on any Scheduled Bank at Raipur made payable to Director, CREDA, Head Office, Raipur.

13. **SUBMISSION OF EARNEST MONEY DEPOSIT**

A separate envelope containing the earnest money or photocopy of registration certificate for small scale industries of Chhattisgarh State along with exemption certificate should be attached with the offer duly super-scribed with earnest money deposit in appropriate form against the tender no.:..... & tender specification No. MNRE (Code of practice (Second revision Or Latest ) IS 9478:1978 of the BIS Or Latest, New Delhi) for Supply, of Biogas material like BIS Biogas burners, ISI HDPE Pipe, Gate valve, Epoxy paint, Biogas lamp etc. as per specifications of CREDA, at its Regional and Distt. Offices.



**14. FORFEITURE OF EARNEST MONEY DEPOSIT**

It should be clearly understood that in the event of tenderer failing to accept and execute the orders to the satisfaction of CREDA, if it is placed within the validity period of the offer, the full amount of earnest money will be forfeited and CREDA's decision in this respect will be final and binding on the tenderer.

**15. INCOME TAX/CLEARANCE CERTIFICATE**

The tenderer shall furnish Income Tax clearance certificates from competent authority. Alternatively the tenderer may give reasons for his inability to furnish such a clearance certificate. CREDA reserves the right to reject any tender, if Income Tax clearance certificates or the reasons for the Tenderer's inability to furnish such a certificate are established. However, copies of latest I.T. returns may be furnished. TDS shall be recovered under Income Tax Act and other Tax Acts in vogue. Self declaration on I.T./sale tax must be submitted.

**16. PRICE**

All the tenderers shall essentially indicate the prices including G.S.T. F.O.R. anywhere in the State of Chhattisgarh as shown in Tender form.

**17. TAX**

GST applicable as per government orders.

**18. AWARD OF WORK ORDER :**

CREDA reserves the right to reject any or all tenders or to accept any tender considered advantageous to CREDA whether it is the lowest tender or not and (ii) to split the quantities against the tender on more than one firm for the same items/ work. No reason will be assigned by CREDA for this and will be binding on the tenderers.

**In the bidding, the tenderer quoting lowest rate may be awarded 40 percent of required work in cost. The other eligible parties agreeing on L-1 rates will also be eligible to enter into rate contract agreement and they may be given order on agreed terms in agreed ratios as per direction of CE.**

**19. JURISDICTION OF THE COURT**

Any dispute arising out of the contract shall be subject to court of law within the jurisdiction of high court of Bilaspur.

Chief Engineer, CREDA

## **Scope of work and technical specifications of Biogas accessories for family size biogas plants.**

CREDA invites sealed tenders for calling rates from experienced manufactures/dealers for supply of biogas material in accordance with the specifications of CREDA & MNRE (Code of practice (Second revision) IS 9478:1978 of the BIS, New Delhi or latest revision) at it Regional and District offices. The specifications for individual items are as detailed below: -

1. **Biogas double and single burner stove stainless steel knob type: -**  
Biogas double burner/stove stainless steel knob type having ISI no.8749-2002, each burner of 450 L/h rating (900L/h for 2 burners-app. 32cft/hr) the minimum weight 5-5.5kg. (excluding tube & nipple) and the gauge of the sheet should be minimum 0.75 to 0.8mm thick along with 1 mtr. flexible rubber tube (similar quality as for LPG) and suitable brass nipple of size 3/8". The flexible rubber tube should be suitable to fit in nipple of 3/8".
2. **Brass ball type valve with tafflon packing 1" and 1/2" -**  
Brass valve with tafflon packing duly tested with brass ball. Brass body and handle of valve may be provided with tafflon/protective coating.
3. **Biogas lamp (100 cp. 4-5 cft/hr.):-**  
Indoor lamp single mantle and double mantle and double mantle of KVIC design, having anodized aluminum/enamel finish, with one ventury, one mantle and glass stripe chimney complete.
4. **HDPE pipes 20mm (10kg/cm<sup>2</sup>) ISI 4984-1995:-**  
HDPE pipe 20mm dia with 10kg/cm<sup>2</sup> pressure minimum rating, minimum wall thickness 2.3 mm and max. wall thickness 2.8 mm and weight 0.130kg/mt. as per latest BIS. The supplied HDPE pipe will have ISI no., license no. and brand name embossed/printed on every meter length of the supplied pipe.
5. **Water based epoxy paint:-**  
Water based epoxy paint will be supplied in two parts one part will be resin and second part will be hardener and for application hardener are to be mixed in the ratio of 1:1. The minimum water based epoxy percentage will be 30.
6. **Water remover with fitting :-**  
Water remover made with synthetic engineering plastic with complete fitting.

## GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITION OF TERMS

In writing these General Conditions of Contract, the specification and bill of quantity, the following works 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 Director.

The "Engineer in charge" shall mean the Engineer or Engineers authorized by Director, for the purpose of this contract. CREDA Engineer shall mean any Engineering person or personnel authorized by CREDA to supervise and inspect the work.

"The contractor" shall mean the successful bidder awarded with the contract or their successors and permitted assigns. Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price. General Conditions shall mean these General conditions of Contract.

"Specifications" shall mean the specifications annexed of to these General Conditions of contract and shall include the schedules and drawings attached thereto or issued to the contractor 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 under hand.

### 2. CONTRACT DOCUMENT

The term "Contract" shall mean and include the General conditions, specifications, schedules, drawings, work orders, 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 to that in the C.G. Act.

### 3. VARIATIONS, ADDITIONS & OMISSIONS

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

#### **4. INSPECTION OF SUPPLIED ITEMS**

The Engineer in Charge or his authorized representative (s) shall be entitled at all reasonable times to inspect and supervise and test the supplied materials in store or during erection and commissioning. Such inspection will not release the contractor from their obligations under this contract.

#### **5. INSPECTION OF SUPPLIED ITEMS & COMPLETION OF WORK**

- i) The work shall be inspected by the engineer in-charge or his authorized representative. After satisfactory inspection, inspection report (I.R.) shall be issued by him/authorized representative.
- ii) The issuance of a (I.R.) shall in no way relieve the contractor of his responsibility for the satisfactory operation of the system in terms of the specifications. He shall be liable for penalty in case of default.

#### **6. CONTRACTORS DEFAULT LIABILITY**

CREDA may upon written notice of default to the contractor terminate the contract in circumstances detailed hereunder: -

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

## 7. FORCE MAJEURE

The contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as of God, acts of public enemy, acts of government, cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that the contract, shall within 10 (ten) days from the beginning of such delay notice the CREDA in writing of the cause of delay. CREDA shall verify the facts and grant such extension as facts justify.

## 8. REJECTION OF WORKS

In the event of any of the material supplied by the contractor is found **defective** in material or workman ship or otherwise not in conformity with the requirement of this contract specifications, CREDA shall either reject the material and/ or work and advise the contractor to rectify the same. The contractor on receipt of such notices rectify or replace the defective material and shall rectify the work, free of cost. If the contractor 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 contractor **plus fifteen percent penalty** from the contractor and/ or terminate the contract for balance work/ supplies with enforcement of penalty as per contract
- b) Defective materials/ workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The contractor shall be liable for any loss/ damage sustained by CREDA due to defective work.

## 9. EXTENSION OF TIME

If the supply is **delayed** due to any reason beyond the control of the contractor, the **contractor shall without delay give notice to CREDA in writing of his claim for an extension of time.** CREDA on receipt of such notice may agree to extend the contract/completion date of the work as may be reasonable but without prejudice to other terms and conditions of the contract.

## 10. MAKES OF EQUIPMENTS TO BE USED IN SUPPLY

The contractor has to ensure that equipments of all only renowned makes are procured and installed, preferably of all makes on which CREDA has been placing orders during past few years. All major equipments should be type tested at Govt./ Renowned laboratories of the country and test certificates for all the required tests should be invariably submitted to the engineer-in-charge of the works before installation of the same.

## 11. GUARANTEE PERIOD

The work done/ material supplied by the contractor specifications should be guaranteed for satisfactory operation and against any defect in material and workmanship for a period of 1 (one) year from date of supply of site given in work order. Any defect noticed during this period should be rectified by the supplier free of cost to CREDA upon written notice provided such defects may be due to bad workmanship or bad materials used.

## 12. TERMS OF PAYMENT

The following terms of payment will apply against for the tender: -

- a) 90% of the value of the work order/material together with the value of taxes and duties as stipulated in the tender against supply of materials at site. In case the materials are found defective, the payment may be released owing to urgency of work but suitable amount shall be withheld which shall be released after replacement of defective materials.
- b) 10% after 1 years warranty period i.e. after 1 years of completion period or submission of FDR duly pledged to "CREDA" of equivalent amount in favour of CREDA.

## 13. PENALTY FOR DELAY IN COMPLETION OF CONTRACT

If the contractor fails to supply the materials within the phased delivery schedule specified in the work order or any extension granted there to, CREDA will recover from the contractor **as penalty a sum of half percent (0.5%)** of the contract price of the uncompleted portion of the supplied materials **for each calendar week of delay**. For this purpose, the date of receipt of materials shall be reckoned as the date of completion. The total penalty shall not exceed 10% (ten percent) of the contract price of the uncompleted portion of work.

## 14. SECURITY DEPOSIT

An amount of 10% value of the order for satisfactory performance of the order and to cover the guarantee period and will be paid after one years guarantee period. No interest shall be payable on the Security Deposit.

**15. PENALTY DUE FROM THE CONTRACTOR**

All costs of damages for which the contractor is liable to the purchaser CREDA will be deducted by the purchaser from any money due to the contractor under the contract.

**16. CONTRACTOR'S RESPONSIBILITY**

Notwithstanding anything mentioned in the specifications of subsequent approval or acceptance of the work by CREDA, the ultimate responsibility for satisfactory performance of the entrusted work/ plant shall rest with the contractor.

**17. RESPONSIBILITY IN CASE OF ACCIDENT TO THE WORKMAN OR OUTSIDERS:**

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 of work. All the expenditure including treatment or compensation will be entirely born by the contractors. The contractor shall also be responsible for any claims of the workers including PF, Gratuity etc.

**18. NON-ASSIGNMENTS**

The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of CREDA.

**19. 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 in his they relieve the contractor of his obligations for due performance of the contract.

**20. SETTLEMENT OF DISPUTES**

- i. Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Director, CREDA provided a written appeal by the contractor is made to CREDA. The decision of the Director, CREDA shall be final and binding to the parties hereto.
- ii. Any dispute or difference including those considered as such by only of the parties arising out of or in connection with this 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 as provided in this contract.

**21. 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.

**22. 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 language. The metric system of measurement shall be used exclusively in this contract.

**23. CORRESPONDENCE**

- i. Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business according to records available with CREDA.
- ii. Any notice to CREDA shall be served to the Director, CREDA, Raipur in the same manner.

**24. SECRECY**

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

**25. AGREEMENT**

The successful contractor shall have to enter into an agreement with the concerned Engineer in charge in the approved contract agreement form within 15 days of the receipt of the individual work order.

**26. JURISDICTION OF THE HIGH COURT OF BILASPUR**

Suits, if any, arising out of this contract shall be filed by either party in a Court of Law of within the jurisdiction of the High court of Bilaspur extends.

**27. ARBITRATION**

- i. If at any time any question, dispute or difference whatsoever arises between CREDA and the contractor upon or in relation to or in connection with this contract either party may herewith give to the other a notice in writing of the existence of such question, disputes or difference and the



same shall be referred to the adjudication of three arbitrators, one to be nominated by CREDA, the other by the contractor and the third by the President of the Institution of Engineers, India. If either of the parties fails to appoint its arbitrator, within sixty (60) days after receipt of notice for the appointment of its arbitrator then the President of the Institution of Engineers (India), shall have the power at the request of either of the parties to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties.

- ii. The arbitration shall be conducted in accordance with the provision of India arbitration Act, 1940 or any statutory modification thereof and shall be held at such place and time in India as the Arbitrators may determine. The decision of the majority of Arbitrators shall be final and binding upon the parties here to and the expenses of the arbitration shall be paid as may be determined by the Arbitrators.
  - iii. Performance under the contract shall reasonably possible continue during the arbitration proceedings and payments due to the contractor by CREDA shall not be withheld unless they are the subject matter of the arbitration proceedings.
28. **Tender Rate** - The prices quoted are F.O.R. destination basis to any District in Chhattisgarh inclusive of transport charges on Door Delivery basis to the Executive Engineer/District incharge at Creda office of the District. The rate quoted should be inclusive of all taxes such as GST local Taxes, freight and any other incidental charges at the places of consignor and consignee
  29. **Validity of Rates**- The quoted rates should be inclusive of all taxes as in pt. 17 page No. 9 & pt. 29 of the page No. 17 and should be valid for a minimum period of one year (Twelve months only) from the date of entry into Agreement. The rates may further be valid for another six months period after return consent of concerned parties.
  30. Any deviation in the prerequisites of the manufacturer for participation in the tender or misrepresentation if found any time either during the course of tender process or during the subsistence of the agreement, the tender will be rejected or Rate Contract Agreement will be terminated, as the case may be, besides forfeiture of the EMD or the security deposit, as case may be.
  31. The EMD will be returned to the unsuccessful tenderers immediately after the agreement is signed with successful tenderer. The EMD may be returned to successful tenderers on their written request & after security deposit prescribed for first supply has been deducted.
  32. The products should bear BIS mark as enumerated in the tender specifications, the material supplied should be in accordance with Specification indicated in purchase order. The CREDA shall have the right to cancel the approval given in the event of the product failing to confirm to BIS Specification, indicated in the

tender specifications. Necessary VALID document proof of BIS shall be submitted along with tender.

33. The transit breakages, if any, are at manufacturer's risk only.
34. **CREDA shall have the right to decide the rate contract system for the year 2017-18. If required , the rates may be carried forward for subsequent year(s).**
35. In case of failure by the bidder in execution of purchase order placed or breach of any or all clauses of the agreement, the agreement shall be terminated and the Security Deposit forfeited.
36. CREDA reserves the right to accept or reject any or all Tenders without assigning any reason.
37. The bidder/vendor should submit a sample piece as per specifications given in the Tender with proper packing and **CREDA reserves the right to negotiate the price Quoted, if necessary.**

Director

**Schedule-I**

**Price Bid**

S.N.	Biogas Material Strictly as per Specifications of CREDA	Unit	Price	GST		Total (including GST)
				%	Amount	
1 a.	Biogas Double burner Stove (Stainless Steel) with brass nipple & rubber tube (IS-8749-2002 or later) as per technical specifications <i>with two additional knobs.</i>	No.				
b.	Biogas Single burner stove (Stainless Steel) with brass nipple & rubber tube as per similar technical specifications as of double burners	No.				
2 a.	Brass ball type gate valve with tafflon cover at handle - 1" as per technical specifications	No.				
b	Brass ball type gate valve with tafflon cover at handle - 1/2" as per technical specifications	No.				
3.	Biogas lamp (100cp -4-5 cft/hr) as per technical specifications	No.				
4.	HDPE pipe 20 mm (10kg/cm <sup>2</sup> ) IS-4984-1995 as per technical specifications	Mt.				
5.	Water based epoxy paint (A+B) as per technical specifications	Lt.				

The above rates are F.O.R. anywhere in the State of Chhattisgarh **inclusive of all taxes (GST)**, roadworthy packing, loading, unloading, all types of incidental expenses, insurance, warrantee as mentioned in the tender document (clause 11, 28 in general condition of contract).

Date:

Signature of tenderer

Seal

## Schedule-II

**Price Bid for additional accessories/spare parts**

S.No.	Biogas Material Strictly as per Specifications of CREDA	Unit	Price ₹	GST		Total (including GST)
				%	Amount	
1.	Water remover with fitting	No.				
2.	Pressure regulator	No.				
3.	Ball cock of burner	No.				
4.	Knob (burner)	No.				
5.	Rubber tube	Mtr.				
6.(a)	Casted yoke for burner (cast iron)	No.				
(b)	Casted yoke for burner (brass)	No.				

The above rates are F.O.R. anywhere in the State of Chhattisgarh inclusive of all taxes (GST), roadworthy packing, loading, unloading, all types of incidental expenses, insurance, warrantee as mentioned in the tender document (clause 11, 28 in general condition of contract).

Date:

Signature of tenderer

Seal