

2.10 Earnest Money Deposit (Bid Security)

- 2.10.1** The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) of Rs. 11.80 Lakhs in the form of Bank Guarantee as per Format -3 of this tender document (valid for a period 90 days beyond the validity of the offer as mentioned in Clause 2.8 of this Tender Document. The Bank Guarantee should have been issued by an Indian Nationalized /Scheduled Commercial Bank. Scanned copy of Bank Guarantee towards EMD is to be submitted online along with the Bid in first envelope (Techno commercial Bid).The Original Bank Guarantee is to be submitted in a sealed envelope along with the offline submission. The bidder may also submit the EMD in the form of DD/FD/Online payment through E-payment as per the procedure of e-payment mentioned in Section-1.
- 2.10.2** Unless otherwise mentioned in Clause 2.10.1, the bids without EMD/Bid Security shall be summarily rejected as being non-responsive.
- 2.10.3** If the Applicant extends the validity of offer pursuant to Clause 2.8, the validity of EMD shall also be extended so that it remains valid for a period 90 days beyond the validity of offer.
- 2.10.4** The bid securities/EMD(s) of unsuccessful bidders will be returned within 15 days after issuance of Letter of Award to the successful Bidder.
- 2.10.5** The EMD of the Successful Bidder will be returned after submission of CPG as per Clause 3.13.
- 2.10.6** No interest shall be payable by SJVN on the value of submitted bid security / EMD.
- 2.10.7** The bid security / EMD may be forfeited
- (i) if the bidder withdraws or modifies its bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 2.8 and/or,
 - (ii) If the bidder is found involved in Fraudulent and Corrupt Practices or defaults committed under Integrity pact
 - (iii) In the case of a successful bidder, if the bidder fails within specified time limit to;
 - (a) to accept the Letter of Award or
 - (b) to sign the Contract Agreement

2.11 Not used

2.12 Format and Signing of Bid

- 2.12.1** The bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder, pursuant to Clause 2.9. Each and every page of the documents submitted in the bid shall also be signed by usual signature of the person duly authorized pursuant to Clause 2.9.
- 2.12.2** The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which SJVN shall not be responsible.
- 2.12.3** The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person(s) signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person(s) signing the Bid.
- 2.12.4** All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

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2.13 Document Comprising the Bid

2.13.1 The Bid submitted by the Bidder shall comprise the following documents:-

- (i) Letter of Bid duly completed and signed by the Bidder, together with all Attachments identified in Sub-Clause 2.13.2 below.
- (ii) TBRS-1 & TBRS-2 duly filled in electronic form in conformity with the tender document on the portal only.
- (iii) Price Schedule duly completed by the Bidder.
- (iv) Data related to Qualifications/requirement mentioned at clause 1.2.
- (v) Offline/Hard copy submission as per Clause 2.15.7.

2.13.2 Each Bidder shall submit with its bid the following attachments:

- (i) **Attachment-1:** Authorization

An authorization, as per clause 2.9 indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity in accordance with Clause 2.8.

- (ii) **Attachment-2:** Integrity Pact.

- (a) Integrity Pact duly signed between Employer and the Bidder in accordance with Sub-Clause 2.1.1.
- (b) Undertaking signed by bidder in accordance with sub-clause 2.1.1 regarding Banning of Business dealings.

- (iii) **Attachment-3:** Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP) i.e. <https://eprocure.gov.in/cppp>

- (iv) **Attachment-4:** Not used

- (v) **Attachment-5:** Bidder's Eligibility and Qualifications

- (a) Copy of Certificates of Incorporation
- (b) Data/Documentary Evidences in support of the Minimum Qualification Requirement as per Clause 1.2 of Section-I.
- (c) GST Registration Certificate,
- (d) Permanent Account Number (PAN) card

(Any other additional information/Document(s) pertaining to this tender except price content, if any)

- (vi) Scanned copy of BG towards EMD/Payment receipt

Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be out rightly rejected.

2.14 Bid Price

2.14.1 The bidder shall fill in rates and prices for all items of the Work described in the Price Schedule of this Tender Document.

2.14.2 Prices must include all taxes, duties, levies and fees whatsoever, payable by the contractor under the contract except only GST.

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2.14.3 The Bid price must also include cost/liabilities towards performing the scope of works as mentioned in Section IV: Scope of Works of this Tender Document.

2.14.4 It is advised that during quoting of their rates, the bidder must analyse the nature and scope of the work to be done in accordance with requirements specified in Section IV: Scope of Works , site conditions, and all other factors affecting the performance of the contract and the price and also as to the terms and conditions of this Tender Document .

2.15 Preparation, Uploading and Submission of Bid

2.15.1 Bid documents may be downloaded from <https://sjvn.abcprocure.com> after making online payment against its cost (if applicable) and the bid shall be submitted online, by a person authorized pursuant to clause 2.9, with using his digital signature, following the instructions appearing on the screen. Guidelines for e- tendering system are available on e- tender portal.

Bids shall be submitted online in single stage with contents indicated in sub-clause 2.15.2 and 2.15.3 below.

2.15.2 Online Submission: Envelope –I Bid (Techno-commercial Bid) shall contain the following:

- (i) Scanned copy of BG towards EMD/payment receipt
- (ii) The TBRS-1 & TBRS-2 duly filled in electronic form in conformity with the tender document on the portal only.
- (iii) The Letter of Bid, duly filled in and signed without indicating the prices along with attachments as mentioned in sub-clause 2.13.2.

2.15.3 Online Submission: Envelope –II(Price Bid) to be submitted and uploaded online only.

The Price Bid duly filled in electronic form in conformity with the tender specification on the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances

2.15.4 No information relating to any technical matters shall be included in the Price Bid.

2.15.5 All instructions in this respect contained in this section (i.e. Instructions to Bidders) and Addenda, if any, shall be followed. The Envelopes as mentioned above are to be uploaded online only. Further, the documents listed under sub-clause 2.15.7 shall be submitted in hard copy to the Employer.

2.15.6 Marking of offline Submission: The envelope containing hard copy of documents shall be marked as follows:

Hard Copy of documents for “Purchase of 1500 Acres of Land as a Single Connected Patch within 20 KMs from RVPN/STU GSS with all requisite statutory clearances of purchased land for setting up Solar Power Project(s) in the State of Rajasthan inclusive of chain link fencing around the periphery of the Land” (NIT Ref No.....).

DO NOT OPEN BEFORE [time and date]”

2.15.7 Offline Submission: Bidders shall submit the following documents in an envelope by the due date and time of receipt of bid:

- (i) Authorization as per sub-clause-2.9.
- (ii) Original Bank Guarantee/Payment receipt towards EMD as per Clause 2.10 of Section -II.
- (iii) Duly signed Pre-Contract Integrity Pact in original in accordance with ITB sub-clause 2.1.1.

The envelope received late or after the prescribed due date and time will not be entertained. SJVN will not be responsible for any postal delay.

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2.15.8 No price sensitive information is to be submitted in the form of hard copy.

2.15.9 The envelope containing hard copy of documents shall;

- (i) be addressed to the Employer at the address provided in the NIT;
- (ii) bear the name and identification number of the contract as defined in the NIT; and
- (iii) provide a warning not to open before the time and date for bid opening, as specified in the NIT.

2.15.10 In addition to the identification required in Sub-clause 2.15.9, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late Bid" pursuant to Clause 2.17.

2.15.11 If the envelope(s) are not sealed and marked as above, the Employer will assume no responsibility for the misplacement.

2.16 Deadline for Submission of Bids

2.16.1 Complete Bid must be uploaded at the portal and hard copies of the documents mentioned in clause 2.15.7 must be received by the Employer at the address of Notice Inviting Authority not later than the time and date stipulated in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the hard copy of the documents will be received up to the specified time on the next working day. However, the date and time for online submission of the bids shall continue to be the date and time as specified in the NIT or any subsequent amendment for the same.

2.16.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 2.5, in such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.16.3 The Employer shall not be responsible if online bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

2.17 Late Bids

2.17.1 Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the Off line documents, if received by the Employer after the deadline for submission as prescribed in NIT, then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be considered for further evaluation.

2.18 Modification, Substitution and Withdrawal of Bids

2.18.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case before the deadline for submission as per the provisions at the portal.

2.18.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date and time, shall be disregarded.

2.18.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 2.8 shall result in the forfeiture of the Bid Security pursuant to Sub-Clause 2.10.7.

2.19 Bid Opening

2.19.1 The Employer will open the Techno commercial Bids and the Price Bids in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated

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in the NIT. The Bidders' representatives who are present shall sign a register evidencing their attendance.

2.19.2 Initially, the Techno-Commercial Bids (Online Envelop-I) shall be opened on scheduled date of opening of the bids and be evaluated.

2.19.3 The Offline submission must be reached on or before scheduled date of offline submission of bids. Before Opening of the price bids, offline submission (if required as per this document) shall be verified.

2.19.4 The Price Bid shall be opened only of those bidders whose Techno-Commercial Bids (online submitted) as well as documents submitted offline are found substantially responsive and techno commercially qualified. The date of opening of Price Bids will be informed to Techno-Commercially qualified bidders through e-tendering portal (<https://sjvn.abcprocure.com>). Price Bids of the Bidders whose Bids not found Techno-commercially qualified shall not be considered for opening and shall not be considered at all any further.

2.19.5 Price Bids shall be opened on due time, date and place as specified in invitation letter by the Employer.

2.19.6 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names, the Bid Prices including deviations and the presence (or absence) of bid security.

2.19.7 If it happens to be a holiday or due to any other technical reasons like non-availability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same place and time.:-

2.20 Clarification on Bids

To assist in the examination, evaluation, and comparison of bids, Employer may, at its discretion, ask any bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 2.22 hereof. All such responses submitted by the Bidder shall form part of their bid.

2.21 Determination of responsiveness

2.21.1 The Employer will examine the Techno-commercial Bids to determine whether they are complete, whether required EMD, Document Fee have been furnished, whether valid authorization as per clause 2.9 have been submitted, whether the bidder has submitted supporting certificates/documents justifying the qualifications/requirements, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the Techno-commercial bids are in order.

2.21.2 The Price Bid duly filled in electronic form shall be in conformity with the tender document on the portal only. In Price Schedule, rates of the items are to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the bidder, sub-totals, total etc. shall be done by formulae already provided in electronic form. In case of any discrepancy in the calculations, the rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final. Where ever prices for items is left blank/Nil, in the Price Schedule, it shall be deemed to have been included in other items.

2.21.3 The Employer may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.

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- 2.21.4** Prior to the detailed evaluation, the Employer will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the Bid Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bid Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 2.21.5** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

2.22 Evaluation of Bids :

2.22.1 Evaluation of Techno commercial Bids :

Evaluation of techno commercial bids shall be carried out based on the documents submitted by the bidders in their Techno commercial Bids and subsequent clarifications/documents submitted by the bidders during evaluation of bids and due diligence conducted by the Employer as per Clause 2.22.3. The Bidder(s) shall be declared as Techno commercially qualified provided that their bids are substantially responsive and meet the Minimum Qualifying Requirements (MQR) and other terms and conditions as specified in this tender document. The Price Bids of only those Bidders will be opened who are techno commercially qualified as per the criteria mentioned above.

2.22.2 Evaluation of Price Bids:

- i) In evaluating the Price Bids, the Employer will determine for each Bid, the Evaluated Bid Price by adjusting the Bid Price after making any correction for errors pursuant to Sub-clause 2.21.2. and as per criteria mentioned below:

Evaluated Bid Price = Total Cost (TC) / E, Where,

Total cost (TC) = A + B

A= Total price quoted by the Bidder in Price Bid Response Sheet (in Rs.) for 1500 Acre

B= Cost worked out on account of construction of feasible Transmission Line calculated @ Rs. 1.00 Crore/KM (in Rs.). The length/route of transmission line will be ascertained by SJVN.

E= Estimated Annual energy generation in (kWh) considering the GHI of the offered site. The Estimated energy generation shall be determined by SJVN using PVSYST & METEONORM software considering 1500 Acre Land irrespective of the Area offered by the Bidder in his/her Bid and various technical parameters/ layouts/factors as per the offered sites and the energy determined by SJVN shall be final.

- ii) The bidder shall be declared as L1 Bidder, whose Evaluated Bid Price will be found the lowest provided that his/their bid(s) is substantially responsive.

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2.22.3 During evaluation of Bids, the Employer, at its discretion, may conduct site visit to verify the information provided by the Bidder, and assess the suitability/techno commercial feasibility of the site in the overall interest of setting up the solar power plant in accordance with their own internal criteria. The Employer may also appoint any third party agency/consultant to conduct such due diligence of the offered site. The Bidders shall be required grant permission and to coordinate with the authorized person(s) of the Employer or its authorized representative(s) for such site visit(s), if any. SJVN shall reserve the right to accept or reject the site offered by the Bidder(s) based on the above due diligence. The Employer's decision in this regard shall be final and binding upon the Bidder(s) and in no case, SJVN shall be responsible for these costs regardless of the conduct or outcome of the bidding process.

2.23 Award of Contract

2.23.1 The contract under this tender will be awarded to L1 bidder whose Bid has been determined to be substantially responsive to the Tender Document.

2.23.2 However, SJVN shall be under no obligation to accept the lowest or any other offer received in response to this NIT and shall be entitled to reject any or all offers without assigning any reason whatsoever, any time during the process.

2.23.3 SJVN shall reserve the right to purchase land in excess of or lesser than 1500 Acres out of the total land offered by the successful bidder subject to fulfilment of MQR and other Tender Conditions, in line with its own interests and future business strategy. The Letter of Award shall mention the total area of land to be purchased by SJVN.

2.23.4 SJVN Limited reserves the right to cancel the tendering process at any time before award of work without assigning any reasons thereof.

2.24 Letter of Award

2.24.1 Letter of Award shall be issued to the successful Applicant / Bidder only after establishment of viability of Project and upon receiving the investment approvals by the Competent Authority / Central Government.

2.24.2 The Letter of Award will constitute the formation of the contract until the contract has been effected pursuant to clause 2.25 hereunder.

2.25 Signing of Agreement

2.25.1 After notifying the successful Bidder that its Bid has been accepted, the Bidder shall be required to appear in person at the office of Notice Inviting Tender Authority within 30 days from the date of issuance of Letter of Award.

2.25.2 The Contract Agreement(s) will be signed in two (2) originals on non-judicial stamp paper of appropriate value. One signed copy of original Agreement shall be provided to contractor and the other will be retained by the Employer.

2.26 Corrupt or Fraudulent Practices

It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and Construction of such Contracts. In pursuance of this policy:

1. For the purpose of this provision, the terms set-forth below shall mean as under:
 - a. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

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- b. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
- c. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or
making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- f. “Integrity Pact” means an agreement signed between the Contractor and SJVN committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.

2. An agreement called Integrity Pact between the prospective Bidders and SJVN shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s) (IEM) appointed by SJVN shall oversee the compliance of obligation under the Integrity Pact.
3. A Bid shall be rejected by SJVN if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or defaulted commitments under Integrity Pact in competing for or in executing the Contract in question and his Bid Security shall be forfeited. The Contractor shall not be entitled for any compensation whatsoever under this clause.
4. SJVN may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.
5. The documents/information submitted by Contractor may be verified by the officials of SJVN for its authenticity at any time and the Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Contractor is not genuine, SJVN shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

2.27 Bidders should not have been banned/ de-listed/ black listed/ debarred from business by Ministry of Power, Government of India/any PSU/any Government Department during last 03 (three) years on grounds of corrupt/fraudulent practices and/or by Ministry of Power, Government of India/SJVN on any grounds.

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GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Definitions & Interpretations

3.1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (i) “Base Date” means the date 10 days prior to the last date of bid submission including extensions.
- (ii) “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (iii) “Contract Documents” means the documents listed in Clause 3.0 of the Contract Agreement (including any amendments thereto)
- (iv) “Contract Price” means the sum specified in the Letter of Award and Clause 4.0 of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (v) “Contractor” means the person(s)/Firm/Company whose bid to perform the Contract has been accepted by the Employer and is named as Contractor in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- (vi) “Contractor’s Representative” means any person nominated by the Contractor in the manner provided in sub-clause 3.17.1 hereof to perform the duties delegated by the Contractor.
- (vii) “Employer” means SJVN Ltd. and includes the legal successors or permitted assigns of the Employer.
- (viii) “Government” means the Government of India/State Government.
- (ix) “GCC” mean these General Conditions of Contract.
- (x) “Month” shall mean a calendar month.
- (xi) “Engineer-in-Charge (EIC)/Officer –in-Charge (OIC)” means the person appointed by the Employer in the manner provided in sub-clause 3.16.1 hereof to perform the duties delegated by the Employer.
- (xii) “Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.
- (xiii) “Third Party” means any person or entity other than SJVN and the contractor.

3.2 Contract Document

3.2.1 The following documents subsequent amendments/clarifications thereof, if any, shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (i) The Contract Agreement as per given Format.
- (ii) Letter of Award,
- (iii) Notice Inviting Tender (NIT),

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