

- (c) in the judgment of the Employer has engaged in corrupt, collusive, coercive, or fraudulent practices, as defined in Clause 3.4, in competing for or in executing the Contract or ;
  - (d) has abandoned or repudiated the Contract or ;
  - (e) has without valid reason failed to commence work/services within the time as specified in LoA or;
  - (f) persistently fails to execute the Contract in accordance with the Contract or neglects to carry out its obligations under the Contract without just cause or;
  - (g) refuses or is unable to provide sufficient men, machine, materials, services to execute and complete the work in the manner specified in Section-IV: Scope of Works.
- (ii) The employer may, without prejudice to any other rights it may possess under the contract, give a notice to the contractor stating the cause(s) including the nature of the default and requiring the contractor to remedy the same within 10 days from the date of issue of such notice. If the Contractor fails to remedy or to take steps to remedy the same within time as specified in such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor.
- (iii) Upon receipt of the notice of termination under sub-clauses 3.26.2 (i), the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease/discontinue all further work/services, except for such work as the Employer may specify in the notice of termination. In the event of termination of contract due to contractor's Default, the CPG submitted by the contractor pursuant to Clause 3.13 will be forfeited by SJVN.

### **3.27 Settlement of Disputes**

#### **3.27.1 In case of Bidder is a Public Sector Undertakings (PSU)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and its subsequent amendment (if any).

#### **3.27.2 In case, the Contractor is non-PSU**

In the event of any dispute or difference whatsoever arising between the parties relating to or arising out of contract, shall be settled by the Rules of Conciliation of SCOPE Forum of Conciliation and Arbitration (SFCA), New Delhi and the settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties. If the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration of SCOPE Forum of Conciliation and Arbitration.

### **3.28 Jurisdiction of Courts**

The Courts at Delhi shall have exclusive Jurisdiction in all matters arising under the contract between the parties.

<b>Section III</b>	<b>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</b>	<b>Page 31 of 66</b>
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## SECTION-IV

### SCOPE OF WORK

#### **4.1 Scope for “Purchase and Registration of total land area to be purchased by SJVN”:**

- i) Bidder shall submit details of proposed land for development of Solar Project as mentioned in TBRS-2 of this tender document.
- ii) Arranging approx. 1500 Acres of Land/Total Land Area to be purchased by SJVN 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 on Outright Purchase basis and registration of the same in favour of SJVN. The land aggregator will also fulfil the Central/State Government statutory requirements from the land owner's side, if any.

#### **4.2 Scope for “Services for Allied Works and Land Development”:**

- i. Total Land Area to be purchased by SJVN shall be flat (gradient  $<5^\circ$ ) in nature and free from trees/bushes/shrubs and should be accessible through all-weather roads. The agency /bidder whose land does not meet this criteria will do the necessary work at his own cost so that land is made flat (gradient  $<5^\circ$ ) and free from trees/bushes/ shrubs. Contractor shall submit topographical survey report along with contour maps for the Total Land Area to be purchased by SJVN.
- ii. The offered land parcel shall have Minimum Annual Global Horizontal Irradiation (GHI) of not less than 1800 kWh/m<sup>2</sup>.
- iii. Minimum width of Total Land Area to be purchased by SJVN should not be less than 500 m at any place so that road, cable route, drainage etc. can be suitably planned.
- iv. Land should be free from all sorts of encroachment/encumbrance/mortgage and should have clear title before signing of sale deed with SJVN.
- v. The nearest STU Substation should not be more than 20.00 KM from the starting of land boundary.
- vi. A site visit will be made after opening of technical bids. In case the land is not found technically suitable/ feasible for solar power project development, the bid will be rejected.
- vii. Obtaining all necessary/mandatory approvals required for purchase of land for setting up Solar Power Project in Rajasthan.
- viii. Collection & compilation of Land Records using Maps/Sheets, Toposheets etc. from District Administration/ Land & Revenue Department / Survey of India/ Gram Panchayat etc. for preparation of Land schedule, Land Use Plan, Digitized Revenue Sheets, Combined Mauza Map etc.
- ix. To undertake all required activities for submission of application for Alienation of Government Land to District Administration till the signing of Sale deed/agreement of entire Land to be purchased in favour of SJVN.
- x. Submission of 30-50 years search land revenue records certified by revenue authority in records.

Section IV	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	Page 32 of 66
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- xi. Submission of land pockets documents like maps, searches, photographs, road networks, approaches, entrances i.e. present status of case study report of land parcels / pockets of proposed solar power plant.
- xii. Submission of third party legal opinion w.r.t. clear title land status of land parcels / pockets.
- xiii. Handling and assessing the required admin, carried out transport of joint inspections, incidentals, liaison works for various government depts. as and when identified and required to transfer of land in favour of SJVN.
- xiv. Issuing required public notices on behalf of SJVN against proper legal clearances in regards with transfer of land pockets.
- xv. Handling entire admin, incidental services of SRO, IGRS, and government depts. In regards with land transfers for solar power plant and concern approaches.
- xvi. Handling required local revenue authority permit / certification liaison like Gram panchayat, Tehsil, District ZP / Hon. Collector office, PWD or respective concern offices as and when required.
- xvii. To handle and arrange overall troubleshooting, ROW solutions, administration services, liaison, incidentals causes resolutions to transfer the land in the name of SJVN in records against proposed land infra development assessments as per standards of solar power plant subjected drawings / layouts.
- xviii. To provide clear possession of purchased land with erection of boundary marking stones.
- xix. Obtain required approvals such as Government survey, mutation, ceiling limit exemption, Stamp Duty waiver, NA conversion, shifting of the HT / LT lines (if any), Gram Panchayat NOC, etc.
- xx. Site development works such as demarcation, site cleaning etc.
- xxi. Handover the land free from encumbrances to SJVN & handle local issues at site during till physical possession and fencing of Land to be purchased by SJVN or completion of this Contract, whichever is later.
- xxii. Obtain registration with State Nodal Agency (RRECL). Further the Contractor shall be responsible for stamp duty exemption (as applicable for development of Solar Power Plant as per Govt guidelines/regulations).
- xxiii. Submission of monthly status update of the stage at which land purchase process stands.

#### **4.3 Scope for “Construction of GI Chain link wire fencing along the land boundary and Main Entry Gate”**

- 4.3.1 Fencing:** The complete land area shall to be protected from foreign ingress and unauthorized access by fencing all along its periphery. The Contractor shall provide GI Chain Link fencing with mesh size of 75 x 75 mm  $\pm$  4mm with a nominal mesh size of 3.15 mm diameter all around the periphery of the plant. Galvanized Steel (G.I.) chain link fence fabric including two line wires (one at top & one at bottom), ISI marked, conforming to IS:2721:2003. The height of fencing shall be at least 2m above the finished ground level and wire fencing shall be supported by vertical post of MS Angle piece (50 x 50 x 5 ) mm of suitable length upto top of the fence and embedded in cement concrete blocks of 45 x 45x 60 cm of mix 1:2:4. Every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and struts embedded in cement concrete blocks 70x45x50 cm of the same mix. The space

<b>Section IV</b>	<b>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</b>	<b>Page 33 of 66</b>
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between two vertical post of MS Angle shall not be more than 3m. In addition, angle iron post at bottom shall be split and banded at right angle in opposite direction for 10 cm length to get proper grip.

Specification for GI Chain link fencing given below:-

Mesh Size - 75 x 75 mm  $\pm$  4 mm

Nominal dia. of Mesh Wire – 3.15 mm

Height of Mesh- 2 meter

Dia. of line wire – 4 mm (2 Nos i.e. at bottom and top)

Type of Selvage- One end of fabric knuckled and other end twisted.

Length of fabric in a roll- 20 m to 25 m.

#### 4.3.2 Main Gate:

Mild Steel frame gate woven with chain linking having minimum span 4 m conforming to IS: 2062 (as per drawing provided by EIC) shall be provided. The gate shall be complete with the guide track, castor wheel, all fitting and fixture like hinges, aldrops, locking arrangement, posts, etc. The width of approach road shall cover the gate width at the main entrance with a suitable transition. All members used in gates shall be finished by cleaning of steel surfaces as per IS: 1477 (Part-II) and applying red oxide primer, followed by two coats of synthetic enamel paint of finest quality. For finishing coat suitable colour pigment shall be added. All paints including primer shall be of reputed brand/manufacturer and as approved by the Engineer-In-charge.

One man movement passage gate (minimum 1.2m width) shall also be provided at the main entry gate. The main gate shall be constructed inside the plant/plot boundary line to provide sufficient space for Heavy motor vehicle and light motor vehicle.

- 4.4 Change of location of land offered in the Bid shall not be allowed. However, in exceptional/unforeseen circumstances, the contractor may request for **change of patches of land within the offered land** for which detailed justification shall be provided by the Contractor along with maps and information regarding the GHI, undulation/slope, location, encroachments, any structures etc. in the alternate patch offered. The size/area of the alternate patch offered shall not be lesser than the original land patch submitted during the bid. On receiving such request, SJVN, may at its **discretion**, accept or reject the request for change of patch of land depending on the viability/feasibility of the alternate patch offered. However, no additional payment shall be made for such alternate patch. Contractor shall not proceed for procurement of alternate patch of land without the written consent/acceptance by SJVN.

#### 4.5 Timeline/Work Completion Schedule:

S.No.	Milestone	Time period
1	Registration of Total land in favour of SJVN	Within 03 Months from date of issue of LoA

Section IV	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	Page 34 of 66
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2	GI Chain Link Fencing of Total land	Within 05 Months from date of issue of LoA
3	Mutation of Total land in favour of SJVN	Within 06 Months from date of issue of LoA

Section IV	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	Page 35 of 66
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**SECTION- VI:**  
**FORMS AND BID RESPONSE SHEET**

**Format-1**

**Performa for Letter of Bid**

**Ref No. [Insert your Reference No.]**

**Dated: xx.xx.2020**

**To,**

*[Insert Name & Address of Tender Inviting Authority]*

**Subject:** 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

Sir,

- 1.0 I the undersigned, is authorized signatory of *[Insert name of the Firm/ Agency/ Bidder]* and is competent to sign this declaration and execute this tender document.
- 2.0 I have carefully read and understood all the terms and conditions of the tender document in conjunction with its subsequent Amendment(s)/ Clarification(s)/ Addenda/Errata/ Corrigendum(s), if any, and undertake to abide by them;
- 3.0 The information/documents furnished along with the above Bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 4.0 We *[Insert name of the Firm/ Agency/ Bidder]* undertake, if our bid is accepted, to commence the work immediately upon your Letter of Acceptance to us as per provisions mentioned therein, and to achieve Completion of Works within the time stated in the Bid Documents.
- 5.0 We *[Insert name of the Firm/ Agency/ Bidder]* undertake that we have not submitted more than one bids against the subject cited NIT. We also undertake that we have not joined hands with related parties such as associated firms / partners for submitting the bid in different names.
- 6.0 We, *[Insert name of the Firm/ Agency/ Bidder]*, undertake that we are not blacklisted by any PSUs/Central/State Govt./Govt. local bodies as on date and also have not 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.
- 7.0 We, *[Insert name of the Firm/ Agency/ Bidder]*, undertake that our offer/bid is in total compliance with the terms and conditions of Tender Document, without any deviation.
- 8.0 We, *[Insert name of the Firm/ Agency/ Bidder]*, undertake that land offered is not within the prohibited range of any wildlife protected area or defence establishment and there is no government restriction in setting up of Solar Power Project at the offered land.

<b>Section V</b>	<b>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</b>	<b>Page 36 of 66</b>
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- 9.0 We *[Insert name of the Firm/Agency/Bidder]* agree to abide by this bid till [Bid Validity] as stipulated in the Bid Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 10.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Award shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the Letter of Award.
- 11.0 We understand that you are not bound to accept the lowest or any bid you may receive. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 12.0 We understand that you may annul the bidding process and reject all bids or accept or reject any of the bids at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for Works, without incurring any liability to all or any of the Bidders.
- 13.0 We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, we shall have any claim or right of whatsoever nature if the Works is not awarded to us or our Bid is not opened.
- 14.0 Attachments to the Letter of Bid:

In line with the requirement of the Tender Documents we enclose herewith the following Attachments to the Letter of Bid :

(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

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Section V	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	Page 37 of 66
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# (Any other additional information/Document(s) pertaining to this tender except price content, if any)

- (vi) Scanned copy of BG towards EMD/Payment receipt or Udhog Aadhar (i.e. MSEs Registration Certification as per Clause 2.10 of Section -II.

Date.....

Place.....

(Name & Signature of Authorised Representative  
with Seal/Stamp of Company)

Section V	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	Page 38 of 66
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**PRE CONTRACT INTEGRITY PACT**

**Between**

\_\_\_\_\_, a company incorporated under the relevant law in the matter and having its registered office at \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "The Employer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

**And**

M/s \_\_\_\_\_, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at \_\_\_\_\_

\_\_\_\_\_ represented by Shri \_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. ....

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section V	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	Page 39 of 66
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## **1.0 Commitments of the Employer**

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.0** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

## **3.0 Commitments of the Bidder(s)/Contractor(s)**

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly

Section V	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	Page 40 of 66
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