

**Declaration/Undertaking**

1.0 I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/not applicable to us and our organization falls under the definition of:

- (i) - Micro Enterprise
- (ii) - Small Enterprise
- (iii) - Medium Enterprise.

Please tick in the appropriate option box  and attach documents/certificate, if any.

2.0 I/We also confirm that we are MSEs owned by SC/ST entrepreneur **(Strike out, if not applicable)**

3.0 I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

Date.....

Place.....

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

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. ....

Date .....

To

*[Employer's Name & Address]*

Dear Sir,

In consideration of the ..... *[Employer's Name]*..... (Hereinafter referred to as the 'Employer,' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. .... *[Contractor's Name]* ..... with its Registered/Head Office at ..... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Award No. .... dated ..... and the same having been unequivocally accepted by the Contractor, resulting in to a contract bearing No..... dated ..... Valued at ..... for ..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .... (\*) .... % (..... percent) of the said value of the Contract to the Employer.

We ..... *[Name & Address of the Bank]* ..... Having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... *[days/month/year]* without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes that the guarantee shall be irrevocable and valid till the completion of faithful performance of the Contract to the satisfaction of the Employer and/ or the Employer in writing discharges the Guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission of commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and

<b>Section V</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>Page 57 of 66</b>
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notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... (\*) ..... and it shall remain in force upto and including ..... (@) ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name] ..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 2020 ..... at .....

WITNESS

.....

(Signature)

(Signature)

(Name)

(Name) .....

.....

(Official Address)

(Designation with Bank

Stamp)

Attorney as per Power of

Attorney No.....

Dated .....

- Notes:
1. (\*) **This sum shall be 10 % of the total contract price.**  
 (@) This date will be Ninety (90) days beyond the completion period as specified in the Contract.
  2. The original bank guarantee against the CPG should be sent to SJVN Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against CPG is handed over to the bidder, the bidder shall ensure that an un-stamped duplicate copy of the bank guarantee against CPG along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Ltd. at the address of Tender Inviting Authority.
  3. The bank guarantee shall be issued by any Scheduled Bank /Nationalized Bank.

**(Bank Guarantee Format for Earnest Money)**

((To be stamped in accordance with Stamp Act)

Bank Guarantee No. ....

Date .....

To

[Designation  
Address of Tender Inviting Authority]

Dear Sir,

In accordance with Notice Inviting Tender (NIT) No. ...., M/s.....  
having its Registered /Head Office at ..... (hereinafter called the 'Bidder') wish to  
participate in the said bid for [Name of contract  
Package].....

As an irrevocable bank guarantee against Bid Security for an amount of ..... (\*)  
..... valid up to (@) ..... required to be submitted by the Bidder as a condition  
precedent for participation in the said bid which amount is liable to be forfeited on the happening of any  
contingencies mentioned in the Tender Documents issued vide above referred NIT.

We, the ..... [Name & Address of the  
Bank] ..... having our Head Office at  
..... (#) ..... guarantee and undertake to pay immediately  
on demand by ..... [Name of the Employer] ..... the amount of  
..... (\*) ..... without any reservation, protest, evidence, demand and  
recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective  
of any dispute or difference raised by the Bidder in any Court, Tribunal, Arbitrator or any other authority

This Guarantee shall be irrevocable and shall remain valid up to ..... (@) ..... if any further  
extension of this guarantee is required, the same shall be extended to such required period (not exceeding  
one year) on receiving instructions from M/s..... On  
whose behalf this guarantee is issued.

Our liability under the captioned guarantee is restricted to Rs..... (Rupees in words.....) and  
the guarantee will remain in force up to and including the date ..... (date of validity) ..... and  
unless the claim under the guarantee is made on us before the date ..... (within 30 days beyond the  
validity date), all your rights under the said guarantee shall be forfeited and we shall be released and  
discharged from all liabilities thereafter.

In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this  
..... day of ..... 2020 ..... at .....

<b>Section V</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>Page 59 of 66</b>
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WITNESS

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

Power of Attorney No. ....

Date .....

- NOTE: 1. (\*) The amount shall be as specified in NIT  
 (@) This shall be 90 days beyond the validity of the bid  
 (#) Complete mailing address of the Head Office of the Bank to be given

- 1 The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.
- 2 The original bank guarantee against the bid security /EMD should be sent to SJVN Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against EMD is handed over to the bidder, the bidder shall ensure that a copy of the bank guarantee against bid security/EMD duly signed by the authorized representative of the issuing bank along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Ltd.
- 3 The bank guarantee shall be issued by any Scheduled Bank / Nationalized Bank

## Contract Agreement

This Contract Agreement (hereinafter called “the Contract”) is made on the \_\_\_\_\_ day of [Month, Year] at New Delhi.

Between

SJVN Limited, a company incorporated under the Companies Act 1956, having its registered office at SJVN Corporate Office Complex, Shanan, Shimla, Himachal Pradesh, Pin Code - 171 006 and mailing address at 6th Floor, Tower 1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as “SJVN”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the one part

And

[*Insert Name and of the successful bidder*], (hereinafter referred to as “the Contractor” and assigns) of the other part.

(SJVN and Contractor shall, where the context permits, be referred to collectively as “the Parties” and individually as “the party”)

### WITNESSETH :

WHEREAS, SJVN has invited online Open Tender 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.”** (hereinafter referred as ‘the Work’) vide NIT SJVN/CC-Delhi/LO/C&P/4225 dated xx.xx.2020

AND WHEREAS, the Contractor has submitted their Bid/Proposal against the aforesaid NIT through e-Procurement Portal (i.e. <https://sjvn.abcprocure.com>);

AND WHEREAS, SJVN has accepted the aforesaid Bid/Proposal of the contractor and award the contract 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, on the terms and conditions contained in Letter of Award issued vide Ref No. [*Insert LoA Ref No.*] dated [*Insert date of LoA issuance*] (hereinafter: Letter of Award);

AND WHEREAS, the Contractor has agreed to provide the Work/Services and has unequivocally accepted the Letter of Award on [*Insert LoA Acceptance Date*].

NOW THEREFORE, the parties hereto execute a Contract Agreement and hereby agreed as follows:

- 1.0 That in this Contract Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Letter of Award and Tender Document;
- 2.0 In consideration of the payments to be made by SJVN to the Contractor as hereinafter mentioned, the Contractor hereby covenants with SJVN to carry out the work as per provisions of the Contract;
- 3.0 The following documents subsequent amendments/clarifications, if any, shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an

<b>Section V</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>Page 61 of 66</b>
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integral part of the Contract:

- (i) The Contract Agreement as per given Format.
- (ii) Letter of Award,
- (iii) Notice Inviting Tender (NIT),
- (iv) Scope of Works
- (v) General Conditions of Contract (GCC),
- (vi) Instructions to Bidder (ITB) and,
- (vii) Bid/Proposal submitted by the Contractor

The documents mentioned at above para 3.0 shall be taken as complementary and mutually explanatory of one another. In case of any contradiction in any of the terms & conditions to the extent that the two provisions cannot co-exist, the order of precedence, unless otherwise agreed, shall be taken in the order set out above and,

In the event of the amendment(s) in respective document/Agreement, the later dated will be preceded over those of the issued earlier;

4.0 The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The total Contract Price shall be ----- as specified in the above referred Letter of Award, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

5.0 The Contract shall be deemed to have taken effect from \_\_\_\_\_;

6.0 The date of commencement of the Work shall be deemed to reckon from\_\_\_\_\_.

7.0 IN WITNESS WHEREOF, the Parties, have caused this Contract to be executed by their dully authorised officers as of the day, month and year first above written.

**For and on behalf of SJVN**

**For and on behalf the Contractor**

Signature with official Seal

Signature with official Seal

Name :

Name :

Designation :

Designation :

In Presence of

In Presence of

Signature

Signature

Name

Name

Address

Address

**TBRS-1**

**Proforma for Techno-Commercial Bid**

**(This is for Reference only, The Techno-Commercial Bid Response Sheet No. 1 (TBRS-1) must be submitted online only and to be filled in through SJVN's e-tendering portal i.e.**

**<https://sjvn.abcprocure.com>)**

**Techno-Commercial Bid Response Sheet No. 1 (TBRS-1)**

<b>S.No</b>	<b>Organisational Details</b>	
<b>1.</b>	Name of the Firm & the year of Establishment	
<b>2.</b>	Correspondence Address	
<b>3.</b>	Telephone / Mobile No	
<b>4.</b>	e-mail address	
<b>5.</b>	Type of Organization (Tick whichever is applicable)	Registered/incorporated under Companies Act, 1956 or Companies Act, 2013, and further amendment (s) / Registered partnership firm (registered under section 59 of the Partnership Act, 1932) / Limited liability partnership (under the Limited Liability Partnership Act, 2002) / Locally registered under the Shops & Establishments Registration Act, Proprietorship firm. Others (Please Specify).....
<b>6.</b>	Year of Establishment	
<b>7.</b>	PAN/ GSTIN/ EPF – Registration No. & Copy in support	
<b>8.</b>	Whether, blacklisted by any Department/ Central/ State Government/ Public Sector Undertaking in India or debarred by court of Law. YES / NO (If yes, please attach details)	

<b>Section V</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>Page 63 of 66</b>
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Signature of the authorized person  
Full name of the applicant  
Stamp & Date

**TBRS-2**

**Performa for Techno-Commercial Bid**

**(This is for Reference only, The Techno-Commercial Bid Response Sheet No. 1 (TBRS-1) must be submitted online only and to be filled in through SJVN's e-tendering portal i.e.**

**<https://sjvn.abcprocure.com>)**

**Techno-Commercial Bid Response Sheet No. 2 (TBRS-2)**

**It is submitted that proposal covers all the details as per Section-IV: (Scope of Work).**

1. Further, the Land details are as under:

Sr.No	Details	
1	Location of Land	
2	Area of Land	
3	Type of Land as per revenue records	
4	Co-ordinates of at least four five points from various locations of land.	
5	Co-ordinates of the point of offered land nearest to the offered GSS	
6	Co-ordinates of the point of offered land which has front with the metaled/bituminous Govt. road	
7	Land map with kmz file	
8	Khata/ Khasra number of offered land marked in map to ascertain shape of land.  Details to be provided in tabular form also.	

**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

9	Terrain (Plain / Hilly)	
10	Land Soil (Rocky / Sandy/ Clay)	
11	Adjoining area (Mountains/ Forest/ natural drains)  Distance from Government Road (NH/SH/Any other).	
12	Approach from the nearest Road to the offered Site	
13	Name of Nearest STU Sub station	
14	Coordinates of the STU	
15	Distance from nearest STU substation.	
16	Spare power evacuation capacity available at the STU	
17	Passing of HT / LT transmission line/Gas Pipeline/Water pipeline over land (Details to be provided).	
18	Water table depth.	
19	Details of Solar Power Plants in the nearby area	
20	<b>Additional Points regarding Land to be provided by the Agency /Bidder:</b>	

**\*Requisite documents to be attached and uploaded along with Techno commercial bid.**

**Signature of the applicant**

**Full name of applicant**

**Stamp & Date**

<b>Section V</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>Page 65 of 66</b>
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Price Schedule

Performa for Price Bid

*(This is for Reference only, The Price Bid Response Sheet (PBRs) must be submitted online only and to be filled in through SJVN's e-tendering portal i.e. <https://sjvn.abcprocure.com>)*

Price Bid Response Sheet (PBRs)

Price Schedule							
Sr. No	Description	Land Area offered In Acres	Unit	Rate in Rs.)	Amount (in Rs.)	Taxes & Duties (in Rs.)	Total charges including Taxes & Duties(in Rs.)
1	2	3	4	5	6=3 x 5	7	8=6 +7
i)	Price of offered land including registration (Minimum 1500 Acres)		Acre				
ii)	Charges for other services as per scope of works including statutory charges, but except item No (iii)		Acre				
iii)	Charges for GI Chain Link fencing along the land boundary and Main Entry Gate for Total land offered at Item No. i) above		Lump-sum				
iv)	Total (i+ii+iii)						

Remarks:-

- 1) The rates quoted by the Bidder in Column 5 shall remain FIRM during the currency of the contract. However, the total charges quoted by the bidder in Column No 8 shall be payable as per actual purchased land area on pro rata basis.
- 2) It shall be mandatory to quote the prices separately for each item. Further, price quoted against Item No. (iii) above shall not be less than 3 % of the SUM of Item No.(i) and item No. (ii) above.
- 3) The registry of land shall be in accordance with the Rate/Acre (in Rs.) quoted at Column No. 5 for Item no. (i) above.

<b>Section V</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>Page 66 of 66</b>
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