	RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED (An ISO 9001-2015 Certified Company) Corporate Identity Number (CIN):L40109RJ2000SGC016485 (Registered Office Vidhyut Bhawan, Jan Path, Jyoti Nagar, Jaipur) OFFICE OF SUPERINTENDING ENGINEER (T&C) SHASTRI NAGAR AJMER 305001, TELEFAX: 0145-2977242 E-Mail ID: se.tnc.ajmer@rvpn.co.in Website: http://enegy.rajasthan.gov.in/rvpnl
	No. RVPN /SE/T&C/AJMER /F. /D. 346 Dated 13/05/2022

BID SPECIFICATION NO.RVPN/SE/T&C/AJM/Open Bid no:-

Open Bids are hereby invited from the supplier for the purchase of 125 kg SF6 Gas in 25 kg container required for various SF6 circuit breakers installed at various GSS under this circle.


Bids are required to be submitted in sealed/pasted envelopes with all relevant documents/papers needed for this bid.

General details of work:-

A	Bid No.	Open Bid no:-
B	Name of work	Purchase of 125 kg SF6 Gas in 25 kg container required for various SF6 circuit breakers installed at various 400/220/132 KV GSS under this circle
C	Cost of Bid Specification	Rs. 1000.00 + 180.00 (18% GST) = 1180.00 (One Thousand One Hundred Eighty Only)
D	Estimated Cost	Rs. 1,95,625/- (including GST)
E	Earnest Money (BID Security)	Rs. 4000/- (Four Thousand Only)
F	Validity	90 days from the date of opening of Bid.


Important dates & time:

S. No.	Events	Date & Time	Location
(i)	Date and Time to purchase Bid Documents	From 16.05.2022 (10:00 AM) to 06.06.2022 (05:30 PM)	Office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer 305 001
(ii)	Last date & time for submission of Bids	07.06.2022 up to 02:30 PM	As above
(iii)	Opening of receipted Bids	07.06.2022 up to 03:00 PM	As above


 (B.L. Mandarwalia)
 Superintending Engineer (T&C)
 RVPN, Ajmer

Copy submitted/forwarded to the following for information & necessary action:

1. The Zonal Chief Engineer (T&C), RVPN, Ajmer.
2. The Executive/Assistant Engineer (400/220/132 KV GSS/T&C), Ajmer/Beawar/ Kishangarh/ Jethana/ MDSU/Subhash Nagar/ Pushkar Road/Pushkar/Saradhana / Masuda/ Sawar/Kekri/Nasirabad/Silora cluster through Email to display the BN on their office Notice Board for its publicity
3. The Accounts Officer (T&C), RVPN, Ajmer
4. Notice Board of this office.
5. M/s Ankur specialty gases and technologies, Riico Industrial, Area, Sitapura Jaipur.
6. M/s Aerotech Systems, Mahendra Nagar, new Sanganer Road, Sodala, Jaipur
7. M/s Kamal Enterprises, Raj Nagar, Ghaziabad
8. M/s.....


 Superintending Engineer (T&C)
 RVPN, Ajmer.

TECHNICAL SPECIFICATION
SULPHUR HEXAFLUORIDE GAS

Total Quantity required: 125 KG. SF6 GAS
Container/Packing required: 05 Cylinders each container of 25 KG SF6 Gas

A. SF6 Gas shall conform to latest IEC-376 suitable for filling in EHV / HV Circuit Breakers of various makes.

1	Physical	Colourless, Odourless, Non-toxic and Non-flammable.
2	Purity	Maximum 99.90% by weight
3	Water Content	Maximum 1.5 PPM by weight
4	Carbon Tetra-fluoride	Maximum 500 PPM by weight
5	Hydrolyzable Fluorides (HF)	Maximum 1 PPM by weight
6	Acidity in terms of HF	Maximum 0.3 PPM by weight
7	Air	Maximum 500 PPM by weight
8	Mineral Oil	Maximum 10 PPM by weight
9	Density at 20°C & 1 Bar	6.08 gram per litre.

Should be accompanied with a certificate from the original manufacturer certifying above attributes.

B. Gas Cylinders.

1. The gas shall be supplied in non-returnable cylinders conforming to latest applicable standards duly tested.
2. The cylinders shall be approved by the Department of Explosives, Nagpur.
3. The filled gas cylinder shall bear the original seal of the manufacturer
4. Weight of empty cylinder shall be embossed on it and the weight gas shall be determined by subtracting it from the gross weight of the cylinder.
5. Each cylinder shall be provided with one stop valve and protective cover.

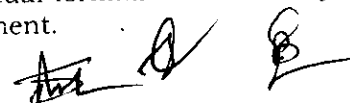
Ram L
Superintending Engineer (T&C)
RVPN, Ajmer

[Signature]

Price schedule for Purchase of 125 kg SF6 Gas required for various SF6 circuit breakers installed at various GSS under T&C Circle , Ajmer

1	2	3	4	5	6
S. No	Particular	Unit	Qty.	Rate per kg with cylinder	Amount (4*5)
1	Purchase of 125 Kg SF6 Gas in 25 Kg container required for various SF6 Circuit Breakers installed at various GSS under this Circle	KG	125 KG		
Total					
GST @%					
Grand Total including GST					
or Say Rs.					

- SCOPE:** This specification covers the Purchase of 125 kg SF6 Gas required for various SF6 circuit breakers installed at various GSS under T&C Circle, Ajmer.
- SELECTION CRITERIA:** Bidder who having lowest total value in price schedule shall be selected as successful L1 bidder and so on. In case two or more bidders found L1 then preference shall be given to that bidder who has more experience of Supply of SF-6 Gas in Government/Government undertaking Organizations.
- The material shall be **dispatched / consigned to the The Executive Engineer (220 KV GSS), RVPN, Ajmer.**
- Delay in Delivery/Penalty:** In case of delay in delivery of material as stipulated above, a penalty @ ½ % (Half of One Percent) per week or part thereof on the whole contract value subject to a maximum of 10% of ordered value shall be imposed and recovered from your bill /invoice.
- Contract agreement:** You shall have to execute the Contract Agreement within 15 days from the date of receipt of detailed work order on Non-judicial stamp paper as per stamp duty applicable in Government of Rajasthan along with copy of detailed Work Order. It is advised that each and every page of relevant documents are signed by authorized person with stamp.
- Performance Security Deposit:-**
 - In order to secure/assure the fulfillment of the contract, the successful bidder (s) upon receipt of preliminary acceptance letter/detailed purchase order as the case may be shall furnish within a period of 15 days a performance security deposit amount equivalent to 2.5% (Two and half Percent) of the contract value either cash or by furnishing an undertaking for deduction of performance security from his each running and final bill @ 2.5% of the amount of the bill or by crossed Bank Draft or by way of Bank Guarantee from the scheduled Bank in the prescribed Performa to be obtained from the NIGAM on a Rajasthan state Non judicial stamp paper of appropriate value as required under the Rajasthan stamp duty act duly authenticated by a 1st class Magistrate or notary public or directly confirmed by the issuing Banker along with a certificate with regard to stamp duty. Such Bank guarantee shall be valid upto a period of 3 months from the date of supply of SF6 gas and if required by the NIGAM, the validity of the Bank guarantee shall be further extended for such period as desired. The B.G is to be furnished in Rupees. In case of any change in the rate of Percentage by the GoR the later shall prevail for bidder and difference amount shall be deposited by the L-1 bidder.
 - Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refunded on request of the Firm/contractor after **Three** months on completion of the entire supply to the satisfaction of the NIGAM.
 - If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
 - No interest shall be payable on such deposits. Bank charges or any other charges, if any, shall be to the Firm/Contractor's account. If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the Firm/contractor and the necessary action as per bid security clause shall be initiated against Firm/ contractor.
- Terms of Payment.** 100% (Hundred percent) payment shall be released after receipt of entire material on order in good condition and as per Specification. Payment shall be arranged /released as per RVPN's Payment Policy on receipt of duly verified bills, from the consignee in the office of the Accounts Officer (T&C), RVPN, Ajmer subject to completion of contractual formalities. Statutory deductions as per rules in force shall be made from the bill at the time of payment.



8. The bidder, if is a Micro, Small or Medium enterprise i.e. (MSME) as per the Micro, Small & Medium enterprise development act, 2006 (MSMED Act 2006) and registered with the authorities under the above Act for the items/services covered under this bid, then the firm has to indicate the Entrepreneurs Memorandum No. (Twelve Digit) and scanned copy of the certificate issued by the Authorities under the MSMED Act, 2006 should be uploaded along with the online bid.

9. **QUANTITIES :-**

- a) The quantum of work indicated in the accompanied schedule (s) are only provisional and the purchaser reserves the right of revising the same at the time of placing the order. The NIGAM also reserves the right to entrust only part work of a particular transmission line.
- b) The NIGAM also reserves the right to split the quantities and to entrust the order for the erection work to one or more contractors. The bidders shall agree to accept part works at the rates/prices mentioned in his bid and/or accepted by the NIGAM.
- c) Right to vary quantity:-
 - i. If the NIGAM does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
 - ii. Orders for extra items may be placed by NIGAM in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the NIGAM in accordance with guidelines prescribed by NIGAM.
 - iii. Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under:-
 - 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - 50% of the value of goods or services of the original contract;

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Competent Authority concerned as follows:-

- The NIGAM shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and Administrative sanctions from the competent authorities;
- That the additional quantities so procured shall be part and parcel of the work being executed;
- That the limit of 50 % of the value of original contract shall not be exceeded in any case.

- 10. Documents to be enclosed with bid:-
 - i. Declaration certificate under Section -7 of RTPP act 2012.
 - ii. Copy of PAN no.
 - iii. Copy of GST Registration.
 - iv. Copy of Purchase Order of earlier purchase of SF-6 Gas in Government/Government undertaking Organizations.
- 11. I / We have read the Terms & Condition of bid and are acceptable to me/us.
- 12 I / We accept to receive the payment after delivery of material as per Payment Policy of Nigam.
- 13 I / We accept to produce the required Test Certificates as and when demanded by the Nigam.
- 14 The material shall be as per specification.
- 15 The material shall be delivered within 30 days Period from the issue of purchase order.
- 16 The Offer is valid for 90 days from opening.
- 17 he provisions of RTPP Act-2012 & RTPP Rules -2013 shall be applicable.

Date & place.....

I/we here by accept the above quoted rate

Authorized Signatory
(with Name, address and Stamp
of the contractor/Bidder)



Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti - competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procurement Entity as engineer-in-charge/consultant for the contract.

• Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.....for Contract of.....in response to their Notice Inviting Bids No.....Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of the legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place

Signature of bidder
Name:
Designation:
Address:



RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,
(On Non-Judicial Stamp of Rajasthan State of Appropriate value)

AGREEMENT

This Indenture made at _____ on _____ this _____ day of the Month of _____ of the year _____ between the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., (hereinafter referred to as the Purchaser) which expression unless the context does not permit includes his successors and assignees) of the one part and

(1) To be used in case of Proprietorship firm

Messers _____ a Proprietorship firm having its proprietor Mr/Mrs _____ and having its Registered office at _____ (hereinafter referred to as Contractor/ Supplier which expression unless the context does not permit includes their successors and permitted assignees) of the second part witnesses as follows:-

(2) To be used in case of Limited Companies

Messers _____ a Private/ Public Limited Company incorporated on _____ under the _____ Companies Act and having its Registered office at _____ (hereinafter referred to as Contractors/ Suppliers which expression unless the context does not permit includes their successors and permitted assignees) of the second part witnesses as follows:-

(3) To be used in case of Partnership concerns

Messers _____ a Partnership Firm consisting of the following Partners namely:

(Name) (Age) (Residence) (Occupation)

1
2
3
4

having its registered office at _____ (hereinafter referred to as Contractor/ Supplier which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assignees) of the second part witnesses as follows:-

(1) The Supplier, do by these presents agree to supply to the Purchaser and the Purchaser does agree to purchase from the Supplier the material specified in the Purchase Order No. _____ dated _____ and amendment letter No. _____ dated _____ appended and on the terms & conditions contained in the said order and amendment letter. The General terms & conditions of the contract, Instructions to the tenderers & technical specification appended hereto are considered a part of this agreement.

(2) The Supplier is exempted being Registered Vendor/ have deposited Rs. _____ (in words Rs. _____ only) towards 2% security deposit.

- (a) In cash, or
(b) by furnishing a Demand Draft No. _____ dated _____ drawn in favour of _____ or

(c) by furnishing a Bank Guarantee equivalent to _____ % of the Contract value, towards Security deposit with the Purchaser for the performance of this agreement by the

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suppliers. The Security deposit Receipt duly endorsed in favour of the Purchaser should be lodged to his safe custody.

(d) The Supplier have agreed to deduct the amount Rs. _____ equivalent to _____% of the contract value from their first Supply Bill(s) towards Security deposit as per stipulations of the Purchase Order.

(3) The Specifications of the materials to be supplied under this agreement shall be as set forth in the tender specification.

(4) (a) The Supplier is to deliver the material:-

(i) Ex-works _____

(ii) To F.O.R Destination(s) any where in Rajasthan by Train.

(iii) Free delivery at Consignees Stores/ Site by Road Transport, duly packed in good condition conforming to specification.

(b) Sales tax, duties and charges etc. which may be payable as per clause No. _____ of P.O. would be the purchaser's liability and if incurred would be to his account.

(c) If so required by the Purchaser, the Supplier will book the consignments by Rail/ Road to any destination stipulated by the Purchaser.

(d) In case the consignments are to be insured to cover risks in transit, such insurance charges, if payable extra would be to the Purchaser's account.

(e) The Purchaser shall reimburse to the Supplier all such expenditure, if any, that may be incurred by the supplier in this behalf under Sub-clause(b), (c) and (d) of this clause by payment from time to time on receipt of the bills from the supplier supported by documentary evidence or acknowledgement granted by Purchaser for supplies received.

(5) In case of dispute as to whether any materials supplied are or are not in accordance with Specifications set forth in the schedule, the decision of the Chief Engineer/HOD, RVPN shall be final and binding on both the parties.

(6) The delivery shall be effected and completed as per clause No. _____ of the P.O.

(7) Payment of the price for the material supplied under this agreement shall be as under:

(a) As per clause No. _____ of the Purchase Order and amendment letter No. _____ dated _____ to the P.O.

(8) The deposit made by the supplier under clause (2) will be returned to the Suppliers except registered vendor after due fulfillment of this agreement by them.

(9) If the Supplier fail wholly or in part to fulfill this agreement the Purchaser shall be entitled at his discretion to retain the whole or any part of the deposit made by the Supplier under clause (2) and if the loss suffered by the Purchaser exceeds the amount of said deposit, they will be entitled to recover the said loss from the Supplier.

(10) If any sum remains due or becomes recoverable from the Supplier on account of the non-fulfillment of this agreement or on account of any other reason, the supplier shall pay the same immediately on demand. If the Supplier do not make such payment on demand, the Purchaser shall be entitled to recover the same from the Supplier as arrears of Land Revenue.

(11) All disputes arising under the said agreement, between the Supplier and the RVPN pertaining to the Agreement, shall be subject to the jurisdiction of Courts, only at _____ in Rajasthan alone.

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

[Handwritten signatures]

(12) In witness of the due execution of this agreement the parties have hereunder set their hands, signed and delivered by

In case of Limited/ Partnership Shri _____ (1) Signature
Companies & Firms Designation (2) Signature

For and on behalf of _____ (1) Signature
In presence of witnesses (2) Signature

Signed and delivered by
In case of Individuals Shri _____ (1) Signature

In the presence of witness:

(1) Shri _____ Designation (1) Signature
(2) Shri _____ Designation (2) Signature

Signed and delivered by the _____ RVPN
By order and on behalf of the RVPN

Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
(seal to be affixed)



PERFORMANCE BANK GUARANTEE FORM

(Performance Bank Guarantee on non-judicial stamp paper of Rajasthan Govt. of appropriate value which shall be in the name of Bank issuing B.G.)

The Superintending Engineer() GUARANTEE NO. _____
 Rajasthan Rajya Vidyut Prasaran DATE _____
 Nigam Ltd., _____ AMOUNT _____
 VALIDITY UPTO _____
 GRACE PERIOD UPTO _____

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of the month _____ of the year _____ between the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., (which expression shall unless excluded by or repugnant to the context includes his successors, assignees and his authorized representatives, hereinafter called "The Purchaser") of the one part and the _____, (thenameof Bank with address)

having its Head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called "The Contractor"), having their/its Registered/Head office at _____, agreed to supply, the materials to the Superintending Engineer (-----), Rajya Vidyut Prasaran Nigam Ltd. against Purchase Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee equivalent to _____% of the total contract value of Rs. _____ (Rupees _____) by way of security for supplying any material free of cost that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantee and requirements of the contract.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Bank hereby guarantees to the Superintending Engineer (----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to timely supply materials of the good quality, design and workmanship and the bank further guarantees to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., that the contractor shall substitute and supply any material free of cost that may be required due to defects arising from faulty material, design and workmanship and the Bank undertakes to indemnify and keep the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., indemnified to the extent of Rs. _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., by reason of any failure by the contractor to timely supply materials of good quality, design and workmanship as aforesaid and further undertake to pay to the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., on demand a sum not exceeding Rs. _____ (Rupees _____) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

The decision of the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., as to whether the contractor has failed or neglected to perform or discharge his duties and obligations as aforesaid and as to the amount payable to the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., by the Bank herein shall be final and binding on the Bank.

~~XXXXXXXXXX~~ 28

AA *BB* *CC*

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., will have no right under this guarantee after ____ months from the date of commissioning of the equipment or ____ months from the date of receipt of last consignment at site/ store, whichever is earlier, provided further that if any claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.
3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
4. The Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the RVPN against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall not for this provision have the effect of so releasing the bank from such liability.
5. The Superintending Engineer(-----) includes any other officer exercising the powers of Superintending Engineer(-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., -----
6. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., in writing.
7. All disputes arising under the said guarantee, between the Bank and the RVPN or between the contractor and the RVPN pertaining to this guarantee, shall be subject to the jurisdiction of Courts, only at ----- in Rajasthan alone.
8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____. Unless demand or claim in writing is presented/ lodged on the Bank within six months i.e. upto _____, the Bank shall be released and discharged from all liabilities thereunder.

IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

Yours faithfully,

Bankers (EXECUTANT)

Signed by the above named Bank in presence of: -
(Signature with full Name and Address)

Witness: -

- 1.
- 2.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.

Appendix - IX

SECURITY BANK GUARANTEE FORM

(Bank Guarantee in lieu of Security deposit on non-judicial stamp paper of Rajasthan Govt. of appropriate value which shall be in the name of Bank issuing B.G.)

The Superintending Engineer() GUARANTEE NO. _____
 Rajasthan Rajya Vidyut Prasaran DATE _____
 Nigam Ltd., _____ AMOUNT _____
 VALIDITY UPTO _____
 GRACE PERIOD UPTO _____

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors, assignees and his authorized representatives, hereinafter called "The Purchaser") of the one part and the _____, having its Head office at

(the name of Bank with address)

_____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called "The Contractor"), having their/ its Registered/Head office at _____, agreed to supply the materials to the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. against Purchase Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee equivalent to _____% of the total contract value of Rs. _____ (Rupees _____) towards securing/assuring the fulfillment of obligations mentioned under the contract.

AND WHEREAS in consideration of the Purchaser having agreed that in respect of order No. _____ dated _____ placed with M/s. _____ the contractor need not to furnish the security deposit in cash and /or bank draft in case Bank Guarantee of equivalent amount is furnished. We the _____ undertake to pay the purchaser or his authorized representatives, on demand the sum or sums of money payable as security deposit by the contractor in respect of Order No. _____ dated _____ placed by the RVPN with the contractor.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. Payment pursuant in this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the contractor, on receipt of the order and/or after the acceptance of his tender has been communicated to him by the purchaser, make default in entering into an agreement or having entered into such Agreement or otherwise the contractor makes default in carrying out the contract thereof. As to whether the occasion or ground is arisen for such demand the decision of the Superintending Engineer including any other officer exercising the powers of Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. shall be final.
2. The liability of the Bank shall not at any time exceed to Rs. _____ (Rupees _____)
3. The undertaking will be determined on _____ but will, notwithstanding such determination, continue to be in force till the expiry of 3 months from the date of completion of all supplies against the aforesaid order.

4. No variation in the terms of tender, acceptance or agreement as between the contractor and the purchaser made without the purchaser's consent shall discharge this undertaking.
5. No indulgence or grant of time by the purchaser to the contractor without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.
6. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or bank.
7. The Superintending Engineer(-----) includes any other officer exercising the powers of Superintending Engineer(-----), Rajasthan Rajya Vidyut Prasaran Nigam Limited., -----.
8. All disputes arising under the said guarantee between the Bank and the RVPN or between the contractor and the RVPN pertaining to this guarantee shall be subject to the jurisdiction of Courts, only at ----- in Rajasthan alone.
9. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer(-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., ----- in writing.
10. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____ unless demand or claim in writing is presented/ lodged on the Bank within 3 months i.e. upto _____, the Bank shall be released and discharged from all liabilities thereunder.

IN WITNESS WHEREOF the Bank has executed these presents the day _____ and year _____.

Yours faithfully,
Bankers (EXECUTANT)

Signed by the above named Bank in presence of: -
(Signature with full Name and Address)

Witness: -

- 1.
- 2.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.



Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is PC-E1, consisting of ZCE (T&C), RVPN, Ajmer, RAO (T&C), RVPN, Ajmer & SE(T&C), RVPN, Ajmer.

The designation and address of the Second Appellate Authority is Energy Department GoR Jaipur.

(1) Filing an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2)** The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3)** If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Biding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee of filing Appeal

- (a) Fee of first appeal shall be rupees two thousand five hundred plus GST extra as applicable and for second appeal shall be rupees ten thousand plus GST extra as applicable, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of Appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

FORM No.1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No..... of.....

Before the(First/Second Appellate Authority)

i. A Bid

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal: -.....
(Supported by an affidavit)

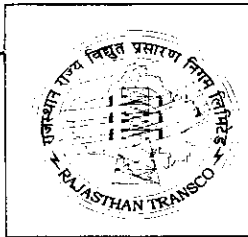
7. Prayer: -.....

Place: -.....

Date

Appellant's Signature



**RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED**

(An ISO 9001-2015 Certified Company)

Corporate Identity Number (CIN):L40109RJ2000SGC016485

(Registered Office Vidhyut Bhawan, Jan Path, Jyoti Nagar, Jaipur)

OFFICE OF SUPERINTENDING ENGINEER (T&C)

SHASTRI NAGAR AJMER 305001, TELEFAX: 0145-2977242

E-Mail ID: se.tnc.ajmer@rvpn.co.in Website: <http://enegy.rajasthan.gov.in/rvpn/>

No. RVPN /SE/T&C/AJMER /F. /D. 34b

Dated 13/05/2022

BID SPECIFICATION NO.RVPN/SE/T&C/AJM/Open Bid no:- 1110002201

Open Bids are hereby invited from the supplier for the purchase of 125 kg SF6 Gas in 25 kg container required for various SF6 circuit breakers installed at various GSS under this circle.

Bids are required to be submitted in sealed/pasted envelopes with all relevant documents/papers needed for this bid.

General details of work:-

A	Bid No.	Open Bid no:- 1110002201
B	Name of work	Purchase of 125 kg SF6 Gas in 25 kg container required for various SF6 circuit breakers installed at various 400/220/132 KV GSS under this circle
C	Cost of Bid Specification	Rs. 1000.00 + 180.00 (18% GST) = 1180.00 (One Thousand One Hundred Eighty Only)
D	Estimated Cost	Rs. 1,95,625/- (including GST)
E	Earnest Money (BID Security)	Rs. 4000/- (Four Thousand Only)
F	Validity	90 days from the date of opening of Bid.

Important dates & time:

S. No.	Events	Date & Time	Location
(i)	Date and Time to purchase Bid Documents	From 16.05.2022 (10:00 AM) to 06.06.2022 (05:30 PM)	Office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer 305 001
(ii)	Last date & time for submission of Bids	07.06.2022 up to 02:30 PM	As above
(iii)	Opening of receipted Bids	07.06.2022 up to 03:00 PM	As above

B.L. Mandarwalia
(B.L. Mandarwalia) 13/05/2022

Superintending Engineer (T&C)
RVPN, Ajmer

Copy submitted/forwarded to the following for information & necessary action:

1. The Zonal Chief Engineer (T&C), RVPN, Ajmer.
2. The Executive/Assistant Engineer (400/220/132 KV GSS/T&C), Ajmer/Beawar/ Kishangarh/ Jethana/ MDSU/Subhash Nagar/ Pushkar Road/Pushkar/Saradhana / Masuda/ Sawar/Kekri/Nasirabad/Silora cluster through Email to display the BN on their office Notice Board for its publicity
3. The Accounts Officer (T&C), RVPN, Ajmer
4. Notice Board of this office.
5. M/s Ankur specialty gases and technologies, Riico Industrial, Area, Sitapura Jaipur.
6. M/s Aerotech Systems, Mahendra Nagar, new Sanganer Road, Sodala, Jaipur
7. M/s Kamal Enterprises, Raj Nagar, Ghaziabad
8. M/s.....

B.L. Mandarwalia
Superintending Engineer (T&C)
RVPN, Ajmer.