

Bid Document

Bid Details	
Bid End Date/Time	02-01-2023 17:00:00
Bid Opening Date/Time	02-01-2023 17:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Na
Organisation Name	Ntpc Limited
Office Name	Cg
Total Quantity	496
Item Category	Complete wagon Type BOBRNHSM1 MBS , BOGIE BRAKE VAN TYPE BVCM
BOQ Title	PROC OF 488 NO WAGON ALONG WITH 8 NO BRAKE VAN FOR COAL SUPPLY
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Primary product category	Complete wagon Type BOBRNHSM1 MBS
Time allowed for Technical Clarifications during technical evaluation	5 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	ICICI
EMD Amount	37901042

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	33

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

NTPC LIMITED
CPG-1, NTPC Limited, Ministry of Power
(Ntpc Limited)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of

quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Complete Wagon Type BOBRNHSM1 MBS

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Suresh Chandra Kumar	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	488	540

BOGIE BRAKE VAN TYPE BVCM

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Suresh Chandra Kumar	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	8	540

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

6. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.0 QUALIFYING REQUIREMENT (OR)

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder:

1.1 TECHNICAL CRITERIA

1.1.1 The Bidder should have a valid RDSO certificate for manufacturing of “ Railway wagons including hopper wagons” as specified in IR (Indian Railway) specification G105, with annual capacity of at least 1000 Nos. wagons/annum.

1.1.2 (a) The Bidder should have executed order(s) for supply of “bottom discharge type wagon(s)” within the preceding seven (07) years prior to the date of Techno commercial bid opening.

OR

1.1.2 (b) The bidder should be an authorized representative of manufacturer meeting requirements at 1.1.1 above and should have executed order(s) as per clause 1.1.2 (a)

Notes :

1. Copy of purchase order(s) and completion certificate/Invoice(s)/Receipt(s)/E-way Bills- to be submitted as a proof of meeting technical criteria 1.1.2 (a)
2. In case the bidder is an authorized representative of manufacturer, he should have valid authorization certificate
3. Copy of valid RDSO certificate to be submitted as a proof of meeting technical criteria 1.1.1

1.2 Financial Criteria:

1.2.1 The Average Annual Turnover of the Bidder, should not be less than **Rs. 12634 Lakhs (Rupees One Hundred Twenty Six Crore Thirty four Lakh only)** during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.

1.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required

to furnish along with its Techno- Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

- 1.2.3 The Net worth of the bidder should not be less than 100 % of the bidder's paid up share capital as on the last day of the preceding financial year. In case the Bidder meets the requirement of Net worth based on the strength of its subsidiary(ies) and/or Holding company and/or Subsidiary(ies) of its Holding Companies wherever applicable, the Net Worth of the Bidder and its subsidiary(ies) and/or Holding company and/or Subsidiary(ies) of its Holding Company, in combined manner should not be less than 100 % of their paid up Share capital. However individually, their Net Worth should not be less than 75 % of their respective paid-up share capitals.

Net Worth in combined manner shall be calculated as follows:

Net Worth (Combined): $(X1+X2+X3) / (Y1+Y2+Y3) \times 100\%$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of their respective paid-up share capitals and Y1, Y2, Y3 are individual paid up share capitals

- 1.2.4 In case the bidder is not able to furnish its audited financial statements on stand- alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.

- (a) Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.
- (b) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company

- 1.2.5 In cases where audited results for the last preceding financial year as on the date of Techno-Commercial bid opening are not

available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Notes for 1.2:

- i. Other income shall not be considered for arriving at annual turnover.
- ii. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
- iii. Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

NTPC LIMITED
(A Government of India Enterprise)

VOLUME - II

SECTION I

SPECIAL PURCHASE CONDITIONS

Tender Reference Number: GeM Bid No. as per portal

SPECIAL PURCHASE CONDITIONS (SPC)

(The conditions in this section will supersede any other related conditions
anywhere else in this tender document)

Special Purchase Conditions - Volume II Section I

1.0	TYPE OF BIDDING	Single stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE

3.0	PRICE BASIS	<p>F.O.R. DESTINATION BASIS (Point of delivery: Point of delivery will be Barkakana Yard (BRKA). Necessary permission for delivery of Rake is to be obtained by the party and all arrangement of delivery at the destination point to be arranged by the party)</p> <p>Consignee address mentioned anywhere else on GeM Bid may please be ignored</p>
4.0	Tender Fee	Not Applicable
5.0	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</p> <p>{ITB Clause 14.0}</p>	<p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of</p> <p>a) The Earnest Money Deposit (EMD) shall be in the form of Bank Guarantee/electronic Bank Guarantee from the banks specified in the published Gem Bid as per prescribed format on the GeM portal.</p> <p>Bid Security/EMD BG should be valid for 225 days from the date of Opening of Techno-commercial offer or beyond any extension in the period of Bid validity subsequently requested.</p> <p>1) The bidders are requested to send the required documents (EMD, in case submitted by way of BG in Original) directly to the address mentioned at clause 27 below, scanned copy of the EMD shall be uploaded by the seller in the online bid and hard copy of the same will have to be submitted directly to the buyer within 10 days of bid opening.</p> <p>The Bidder shall furnish, as a part of his Bid a Earnest Money Deposit/Bid Security (in case of BG) in a sealed envelope, super scribed on the top as under,</p> <p>Tender No.</p> <p>Due Date of Bid Opening (Date of Techno -Commercial Bid</p> <p>From (Name of the Bidder).”</p> <p>b) Micro and Small Enterprises (MSEs) registered with UDYAM portal, for goods produced for goods produced & services rendered shall be exempted from paying Earnest Money Deposit.</p> <p>MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits</p>

shall also not be applicable for Works Contract.

c) As per GeM general terms and conditions (GTC)

Please see clause No.-26 below for details.

M S E Bidders shall upload valid "UDYAM Registration Certificate" or any valid MSE registration document as per the Govt. notifications issued in this regard time to time, along with Annexure A1/A2 declaration in the EMD folder/ Techno Commercial folder. In case of non submission of A1/A2 declaration along with registration Certificate the offer is liable to be rejected.

Any bid for which an acceptable bid security has not been submitted before the bid submission date and time as mentioned in NIT, shall be rejected by the employer as being non-responsive and bid shall not be opened. Bid security details and scanned copy of the instrument shall be uploaded online in appropriate place. The uploaded soft copy of the EMD BG shall be considered in this case.

Acceptable bid security means any one of the following:

(I) **BANK GUARANTEE in original**

(A) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of BG along with following documents:-

- (a) The scanned copy of the BG.
- (b) SFMS message acknowledgement copy sent to NTPC banker stating the date of sending.
- (c) An undertaking through official e-mail id of bank as per format enclosed at [Annexure-A](#) attached below.

SFMS message must be sent to the Employer's bank whose details are given below at clause 6

(B) **Bidders shall be required to upload the scanned copy of the BG on GeM portal.**

(II) Valid MSE registration document

(UDYAM REGISTRATION COPY ONLY)

(III) Other documents as per GeM GTC

6.0	CONFIRMATION OF BGS (CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided above</p> <table border="1" data-bbox="699 573 1465 990"><tr><td data-bbox="699 573 798 658">i</td><td data-bbox="798 573 1038 658">Bank Name</td><td data-bbox="1038 573 1465 658">ICICI BANK LTD.</td></tr><tr><td data-bbox="699 658 798 743">ii</td><td data-bbox="798 658 1038 743">Branch</td><td data-bbox="1038 658 1465 743">CONNAUGHT PLACE BRANCH</td></tr><tr><td data-bbox="699 743 798 904">iii</td><td data-bbox="798 743 1038 904">Bank address</td><td data-bbox="1038 743 1465 904">9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td></tr><tr><td data-bbox="699 904 798 990">iv</td><td data-bbox="798 904 1038 990">IFSC Code</td><td data-bbox="1038 904 1465 990">ICIC0000007</td></tr></table> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p>	i	Bank Name	ICICI BANK LTD.	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001	iv	IFSC Code	ICIC0000007
i	Bank Name	ICICI BANK LTD.												
ii	Branch	CONNAUGHT PLACE BRANCH												
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001												
iv	IFSC Code	ICIC0000007												
7.0	VALIDITY OF OFFER {ITB Clause 17.0}	180 days from the date of opening of the 'Technical & Commercial Bid' by NTPC												
8.0	TRANSFER OF BID DOCUMENTS	Not applicable												

9.0	<p>QUALIFYING REQUIREMENTS</p> <p>(FOR OT CASES ONLY)</p>	<p>Given below , Please read and submit the required documents.</p> <p><i>The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified Third Party Inspection Agency (TPIA) in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Annexure-II (Undertaking from Statutory Auditor) and/ or Annexure III (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA"</i></p> <p><i>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</i></p> <p><i>Details of submitted copy of Purchase Orders/ Work Orders / Contract Agreements, Client Certificates etc.), duly certified and verified by statutory auditors or specified TPIA should also be entered in Annexure 12/12 A</i></p>
10.0	<p>NIL DEVIATION CERTIFICATE</p>	<p>This is a non-negotiable tender and any deviation on any condition(s) of this SPC shall render the bid as non responsive. The agency has to submit the Certificate of "NIL" Deviation as per the attached Performa below</p>
11.0	<p>COMPLIANCE ON QUALIFYING REQUIREMENTS</p> <p>(FOR OT CASES ONLY)</p>	<p>Verification of authenticity of Documents submitted by the bidder in support of meeting the Technical QR</p> <p><i>The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors OR specified TPIA in support of meeting Technical QR. All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.</i></p> <p><i>In case documents are certified & verified for authenticity through TPIA, t h e verification and certification of authenticity of documents is acceptable from any of the following TPIAs:</i></p> <ol style="list-style-type: none"> 1) <i>Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)</i> 2) <i>Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)</i>

- 3) *International Certification Services (ICS)*
- 4) *TUV Rheinland (India) Pvt. Ltd.*
- 5) *TÜV SÜD South Asia Pvt. Ltd.*
- 6) *TUV India Pvt. Ltd. (TÜV Nord Group)*
- 7) *Intertek India Pvt. Ltd.*
- 8) *Moody International (India) Pvt. Ltd.*
- 9) *RINA India Pvt. Ltd.*
- 10) *Competent Inspectorate and Consultants LLP*

The following website may be referred for contact details of above ten (10) TPIAs:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid may be liable for rejection. It is clarified that where appointment of Statutory auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered.

The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC or Subsidiary/JV companies of NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate/certification along with its Bid. NTPC may obtain verification from the clients / customers of the vendor on its own, or, verify from internal available information like SAP etc with respect to earlier POs etc, or, may accept documents already verified in earlier tenders.

Bidders wishing to provide additional Work Orders/Purchase

		Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Work Orders/Purchase Orders/Letter of Awards/Contract Agreement for QR given below in this document
12.0	JURISDICTION	Raipur
13.0	PLACE OF ARBITRATION	New Delhi, India
14.0	INSURANCE	Bidder shall be responsible for transportation and safe delivery of material up to Site.
15.0	FREIGHT	Bidder shall be responsible for transportation and safe delivery of Material at Barkakana Yard (BRKA)
16.0	DELIVERY AND COMPLETION SCHEDULE	Delivery of wagons to be made within 12 months from the date of placement of order. First rake (consisting of 61 wagons & one brake van) complete in all respect should be delivered within 12 months from the date of placement of order. Remaining rakes complete in all respect should be delivered within 18 months from the date of placement of order. Part rake delivery is not acceptable

17.0	PAYMENT TERMS	<p>90% payment will be made on the submission of bill supported by inspection certificate marked “COPY FOR PAYMENT” from RDSO and on proof of delivery.</p> <p>Bill for the balance 10% of the cost will be paid on the submission by the contractor duly supported by a certificate by the concerned authority in Divisional Railway Manager (DRM) office of the receiving railway on behalf of ultimate consignee that the wagons have been received in complete and good working conditions as mentioned in clause 11(vi).</p> <p>After completing all the required formalities for raising invoice for the payment the vendor will raise invoice in the name of leasing company with a copy to NTPC. The payment shall be released by the financing company to the vendor.</p>
18.0	Performance Bank Guarantee (PBG)	<p>The successful bidder shall be required to furnish the Performance Bank Guarantee (PBG) for an amount equal to 3 % of total order value. PBG should be valid for a period of three months (3 months) beyond the expiry of defect liability period. The PBG should be submitted within 30 days of placement of award.</p> <p>APPLICABLE</p>
19.0	TAXES & DUTIES	<p>Inclusive as per provision on GeM portal.</p> <p>The HSN code of the material to be provided by the bidder in the offer along with item wise GST applicable rates.</p>

20.0

**WARRANTY /
GUARANTEE/DE
FECT LIABILITY
PERIOD**

"The vendor hereby covenants that it is a condition of the contract that all wagons furnished to NTPC Unchahar under this contract shall be of the highest grade, free of all defects and faults and of the best material, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample if any and shall, if operable, operate properly.

The Vendor also guarantees that the said wagons would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be later, and this warranty shall survive notwithstanding the fact that the wagons may have been inspected, accepted and payment therefore made by NTPC Unchahar.

If during the aforesaid period, the said wagons be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by normal wear and tear, the decision of NTPC Unchahar in that behalf being final and conclusive then NTPC Unchahar will be entitled to reject, the wagons or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the wagons will be at the vendor's risk. If the vendor so desires, the rejected goods may be taken over by him or his agents for disposal in such manner as they may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Party in respect of the said wagons, which may be disposed of by the Party in such manner as they think fit. Without prejudice to the generality of the foregoing, all the provisions in the Party's standard condition of contract relating to the rejection of wagons, failure and termination shall apply.

21.0	INSPECTION	<p>PDI is applicable</p> <p>Pre despatch inspection will be carried out by RDSO or its authorized inspecting agency for which the wagon manufacturer shall pay due charges for such inspection. In case sourcing of wagons or such of its parts as are essential for safe operations is from RDSO approved suppliers, the inspection can also be carried out by any one of the inspection agencies nominated by the RDSO from time to time. In addition to inspection charges, design loan charges shall be levied and paid to Indian Railway or its authorized agencies, in case wagon design belongs to Indian Railway or its authorized agencies. As regards the aforementioned inspection by RDSO or its authorized inspecting agency, it is agreed that the wagon manufacturer shall be required to provide a notice to the Railway Administration seeking execution of the above aforementioned inspection. The Railway Administration shall, on receipt of such notice from the manufacturer and upon full payment of relevant charges (in advance), commence and complete such inspection expeditiously. If required NTPC may also appoint any 3rd party agency like RITES Ltd/ Bureau Veritas (BVQ) for inspection.</p> <p>All bought out and in-house manufactured equipment shall be pre-inspected by RDSO/RITES before assembly of the same.</p> <p>Imported items, if any, shall also be duly inspected by RDSO/RITES before assembly.</p> <p>Any other test deemed fit by RDSO/RITES for quality assurance shall be conducted by vendor for witness of RDSO/ RITES.</p> <p>RDSO Charges for (a) Design Loan charges, (b) Drawing Approval charges, (c) Inspection charges, if applicable, will be in vendor scope. However, wagons & brake vans will be finally inspected at the point of delivery by NTPC/3rd party appointed by NTPC before acceptance.</p>
22.0	INTEGRITY PACT	Applicable (Format given below), Digitally signed copy to be submitted along with Bid
23.0	Evaluation Criteria	As per provision on the GeM portal
24.0	Price Adjustments	Not Applicable

25.0	MSE Benefits	<p>Benefits under PPP 2012 for MSEs shall be provided for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.</p> <p>Only Micro and Small Enterprises registered with the following shall be considered for MSE benefits:</p> <ul style="list-style-type: none"> • Udyam Registration Certificate <p>MSE Bidders (who are seeking EMD exemption and price preference) must attach duly filled and signed Annexure-A1 (format available below) along with valid UDYAM registration in their online bid in appropriate folder in GeM failing which MSE benefits may not be extended to them. No further claim in this regard shall be entertained by the Employer.</p>	
26.0	E-WAYBILL	E WAY BILL if required shall be arranged by the vendor.	
27.0	Bid to be addressed to	AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 Email:- usgupta01@ntpc.co.in /	
28.0	CONTACT PERSONS / ADDRESS	Mr. D P Pradhan AGM(C&M), NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh- 492018	Mr. Manish Kumar DGM(C&M) NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh- 492018
	Email	dppradhan@ntpc.co.in	Manishkumar06@ntpc.co.in

8. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

9. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy

available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

10. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws.

---Thank You---