

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	744
Item Category	Complete wagon Type BOBRNHSM1 MBS , BOGIE BRAKE VAN TYPE BVCM
BOQ Title	PROC OF 732 NO BOBRNHSM1 WAGONS AND 12 NO BRAKE VAN
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) *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
Estimated Bid Value	2842578156
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	ICICI
EMD Amount	56851563

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
-------------------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

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
------------	-----------

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	Uma Shanker Yadav	201008,National Capital Power Project P.O. VIDYUT NAGAR GAUTAM BUDH NAGAR(U.P.)	732	540

BOGIE BRAKE VAN TYPE BVCM

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

Brand Type	Unbranded
------------	-----------

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	Uma Shanker Yadav	201008,National Capital Power Project P.O. VIDYUT NAGAR GAUTAM BUDH NAGAR(U.P.)	12	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.0 QUALIFYING REQUIREMENT (QR)

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. 18951 Lakhs (Rupees One Hundred Eighty Nine Crore Fifty One 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.

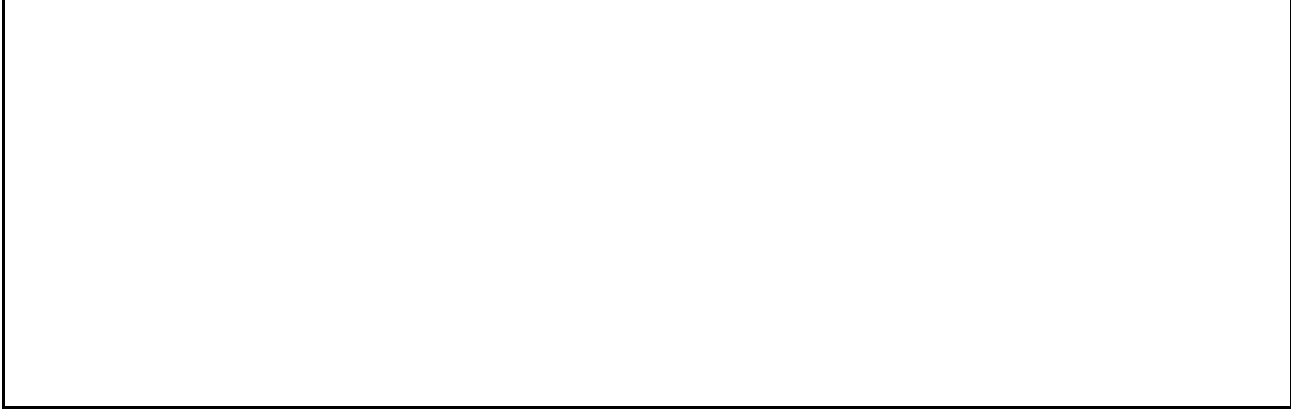
- iii. Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. 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	1. F.O.R. DESTINATION BASIS (Point of delivery: Point of delivery will be Shaktinagar station Yard (SKTN) for Dadri. 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.) Consignee address mentioned anywhere else on GeM Bid may please be ignored
4.0	Tender Fee	Not Applicable
5.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY {ITB Clause 14.0}	The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of 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. 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.

- 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**.

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,

Tender No.

.....

....

Due Date of Bid Opening (Date of Techno-Commercial Bid

From

(Name of the Bidder).”

- 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.

MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits 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="699 474 1465 878"> <tr> <td data-bbox="699 474 798 560">i</td> <td data-bbox="798 474 1038 560">Bank Name</td> <td data-bbox="1038 474 1465 560">ICICI BANK LTD.</td> </tr> <tr> <td data-bbox="699 560 798 645">ii</td> <td data-bbox="798 560 1038 645">Branch</td> <td data-bbox="1038 560 1465 645">CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td data-bbox="699 645 798 801">iii</td> <td data-bbox="798 645 1038 801">Bank address</td> <td data-bbox="1038 645 1465 801">9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td> </tr> <tr> <td data-bbox="699 801 798 878">iv</td> <td data-bbox="798 801 1038 878">IFSC Code</td> <td data-bbox="1038 801 1465 878">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 Shaktinagar station Yard (SKTN)
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 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 [name of the Party] 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 [name of the Party].

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 [name of the Party] in that behalf being final and conclusive then [name of the Party] 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 thinks 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. Amit Kumar Singh DGM(C&M) NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018	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
	Email	AMITKSINGH@NTPC.CO.IN	dppradhan@ntpc.co.in

4. 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.

5. 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 %.

6. **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](#)

7. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

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---

Procurement of 732 (Seven Hundred Thirty-Two) nos. of BOBRNHSM1 wagons along with 12 (Twelve) nos. of BVCM for coal supply

Technical Specifications and Terms & Conditions

1. Technical specifications:

- a) Manufacture and supply of Bogie open rapid discharge hopper wagon (type-BOBRNHSM1) complete in all respect for operating in IR system, as per design –K in RDSO specification no. WD-13-BOBRN-2011 of March-2011 as per RDSO DRG no WD-91071-S-50 (or latest revision) for variant of BOBRNHSM1 coal wagons.
- b) Manufacture and supply of Brake van type-BVCM complete in all respect, for normal operation in IR system along with above BOBRNHSM1 wagons having specifications as at sl. no. 1.a), as per design – C or latest variant as per RDSO having specification WD-01-BVCM-2017 and drawing no. WD-09107-S-01 Alt.5 Design-C or their latest revision for variant of Brake vans.
- c) The stock shall be built conforming to specifications and drawing indicated in the order which are obtainable on payment from the RDSO, Lucknow. All references regarding technical matters pertaining to specifications, drawings, design etc. may be made to Director Wagon (I&L), RDSO Manak Nagar, Lucknow.
- d) Vendor Has to provide list of mandatory spares and soft copy of drawings of parts to NTPC.

2. Quantity: 12 full rakes of BOBRNHSM1 type each consisting of 61 wagons and 01 brake van per rake, complete in all respect & suitable for normal operation in IR system. Hence total no. of BOBRNHSM1 wagons will be 732 (61 per rake x 12 rakes) & Brake vans 12 (1 per rake x 12 rakes).

3. Rate: Rate should be quoted on firm price all-inclusive and per BOBRNHSM1 wagon & BVCM van FOR basis.

4. General Specifications: Wagons & Brake vans should operate on Broad gauge (1676 mm) and wagons should be equipped with electro-pneumatically door operating mechanism as per RDSO specifications. Wagons should be equipped with wheel assemblies, face couplers, discharge gates etc. Materials to be hauled is ROM /Crushed coal or coal products such as middling, wash power or any other type of coal. Top size of ROM coal limited to 400 mm approx. Overall length, width & Carrying capacity of the wagons –as per extent railway rules.

RFID System: RFID tag fitment on privately owned wagons under GPWIS scheme shall be as per extent Railway rules.

5. Colour code of the wagons & brake vans: Rakes will have unique colour code as specified for GPWIS wagons i.e. GPWIS colour (Black grey, Rail-7021) in the prescribed colour scheme of RDSO with NTPC written on the wagons/brake vans.

6. Pre despatch Inspection: 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.

All bought out and in-house manufactured equipments shall be pre-inspected by RDSO/RITES before assembly of the same.

Imported items, if any, shall also be duly inspected by RDSO/RITES before assembly.

Any other test deemed fit by RDSO/RITES for quality assurance shall be conducted by vendor for witness of RDSO/ RITES.

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.

7. **SPEED CERTIFICATE:** For one time movement of wagons from works to site a speed certificate from RDSO is to be arranged by the party. Necessary charges for the same will be in vendor scope.
8. **Delivery period:** Delivery of wagons to be made within 12 months from the date of placement of order. First rake (consisting 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.
9. **Point of delivery:** Point of delivery will be Shaktinagar station Yard (SKTN) for Dadri. 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.
10. **Commissioning:** Wagons shall be hauled on their own wheels from vendor works to destination. Contractor has to complete the commissioning and trial operation of wagons on receipt at designated site.
11. **Rake Movement**
 - I. On satisfactory completion of inspection of wagons at the works of the manufacturer, RDSO should issue a dispatch memo to the wagon manufacturer authorizing them to dispatch the wagons.
 - II. On receipt of above dispatch memo wagon manufacturer should approach the nominated Train Examination Supervisor for issuance of "FIT TO RUN" Certificate. After issuance of "FIT TO RUN" certificate for movement of the wagons upto the nearest station, manufacturer should approach the station master to take necessary action for drawing out these wagons from the siding of wagon manufacturer.
 - III. The station master after drawing out these wagons from the siding of the Wagon

- IV. Manufacturer would offer the same to the Train Examination Staff for Brake Power Check and issuing of BPC so that these wagons can be utilized on the system.
- V. The station master would advise DRM (Mech) of his division and all concerned about the acceptance of these wagons in good condition based on the Dispatch Memo issued by RDSO and BPC issued by TXR.
- VI. On receipt of above information from Station master, DRM(Mech) would advise the concerned railway (the Ultimate Consignee) and all concerned of having accepted and put into the system the system the wagons supplied by the wagon manufacturer.

12. Warranty

"The vendor hereby covenants that it is a condition of the contract that all wagons furnished to [name of the Party] 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 [name of the Party].

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 [name of the Party] in that behalf being final and conclusive then [name of the Party] 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.

13. Payment Terms

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.

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).

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

14. Performance bank Guarantee

Vendor has to deposit 3% of the PO value as Performance Bank Guarantee. The same shall be released after successful completion of warranty period.

INDIAN RAILWAYS



PARTICULAR SPECIFICATION

FOR

BOGIE BRAKE VAN TYPE 'BVCM'

BROAD GAUGE

(1676 mm)

S.No.	Month/Year of issue	Revision / Amendment	Page No.	Reason for Amendment
1.	April, 2017	-	-	First Issue

Issued By

RESEARCH DESIGNS AND STANDARDS ORGANISATION
MINISTRY OF RAILWAYS
MANAK NAGAR
LUCKNOW-226011
INDIA

April, 2017

Price: Rs. ----- /-

CONTENTS

Clause No	Description	Page No.
1	Scope	3
2	Definitions	3
3	Welding	3-4
4	Testing	4
5	Standard Specifications	4
6	Particular Requirements	4-5
7	Under frame	5
8	Brake van body	5
9	Bogie	5
10	Coupler & Draft gear	5
11	Air brake	5-6
12	Brake gear	6
13	Painting & inscriptions	6
14	Drawings	6-7
15	'As Made' Drawings, Photographs and Models.	7
16	Use of Alternatives	7
ANNEXURE		
I	Method of determination of Tare weight of Brake van.	8
II	Schedule of requirements for Bonded Mineral glass Wool insulation for Goods Brake Vans.	9-10

**INDIAN RAILWAYS
PARTICULAR SPECIFICATION FOR
BROAD GAUGE
BOGIE BRAKE VAN
TYPE 'BVCM'**

1. SCOPE

- 1.1 This Specification covers the requirements for the manufacture and supply of Broad Gauge Bogie Brake van type BVCM and its variants with particular details as per relevant drawings of the relevant Brake van outlined in RDSO Index Drg. No. WD-09107-S-01(latest revision) of the tendered design and General Standard Specification G-72 (latest revision) issued by R.D.S.O. (Wagon), Lucknow, which can be had from Director General, RDSO (Wagon), Manak Nagar, Lucknow-226011. These Brake vans shall be supplied complete in all respects.
- 1.2 Cast Steel Bogie, complete together with wheel and axle sets with cartridge roller bearing mounted adapters along with elastomeric pads thereon, all components of center pivot assembly and side bearer referred to in clause no-9 with Non – Transition center buffer couplers together with draft gear, yoke, yoke pin, locking arrangement, striker casting, yoke pin support referred to in Clause 10 and Air Brake equipment referred to in Clause 11 of this Particular – Specification, shall be fitted with brake vans.

2. DEFINITIONS

- 2.1 **'Purchaser'** – means the President of the Republic of India.
- 2.2 **'Engineer'**- means Research Designs & Standards Organization, Ministry of Railways, Lucknow- 226 011.
- 2.3 **'Inspecting Officer'** means the person, firm or Department nominated by the Purchaser to inspect the work on his behalf and the deputies of the Inspecting Officer so nominated.
- 2.4 **'Contractor'**- means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be unless excluded by the terms of Contract.

3. WELDING

- 3.1 General requirements and comprehensive guidance with regard to edge preparation, fit up for welding, welding procedure and inspection of welded joints are contained in relevant clause of General Standard Specification No. G-72 (Latest Rev), which can be purchased from Director General, RDSO, Manak Nagar, Lucknow- 226011.

- 3.2 Wherever welding is specified or adopted in the manufacture of the Brake van or in the fabrication of sub-assemblies and components, the manufacturer shall obtain the approval of his proposed welding procedure and sequence from the Engineer. This, however, will not, in any way, reduce the Contractor's responsibility for satisfactory execution of the contract in all respects as stipulated in relevant clause of General Standard Specification No. G-72 (Latest Revision).

4. TESTING

- 4.1 The 'Pattern Brake Van' shall be tested under tare condition as detailed in relevant clause of General Standard – Specification no. G-72 (Latest Rev.) with latest amendment. Clearances found between the various members of underframe and under gear as specified in the relevant drawings of the relevant Brake van outlined in RDSO Index Drg. No. WD-09107-S-01(latest revision) shall be measured under tare conditions and submitted to the Engineers through the Inspecting Officer. In case of Contractors who would take up the manufacture of this type of brake van for the first time, the tests to be conducted on the 'Pattern Brake Van' shall be decided in consultation with the Engineers.

5. STANDARD SPECIFICATION

All materials required for manufacture of these Brake van shall conform to the latest issue of relevant specifications, adopted for railway-use unless otherwise specified herein.

6. PARTICULAR REQUIREMENT

Construction drawings for wagon indicated in RDSO index drawing No. WD-09107-S-01(with latest alteration) may include Cold Rolled Formed (CRF) section of different members of underframe. The cold rolled formed (CRF) section shall be procured by Railways/Wagon builders only from RDSO approved sources.

The following are the particular requirements in respect of the work required under this specification.

6.1 MATERIAL FOR CONSTRUCTION:

6.1.1	Underframe members including Center sill, body stanchions, Body Brackets, Knees & Gussets.	Details are provided in relevant construction drawings mentioned in RDSO index drawing no WD-09107-S-01(with latest alteration)
6.1.2	Body and Roof Sheets	
6.1.3	Floor Plate	
6.1.4	Bonded Mineral Glass Wool Thermal Insulation	As per Annexure-II
6.1.5	Bonding material for the application of Thermal Insulation	CPRX compound or other approved adhesive not having exceeded its recommended self-life at the time of its application.

These Brake vans shall be provided with tail lamp brackets, Reflector Indicator board and LV Boards at both ends.

7. UNDERFRAME

- 7.1 The under frame shall conform to technical details as per relevant drawings of the relevant Brake Van outlined in RDSO Index Drg. No. WD-09107-S-01 (latest revision).

8. BRAKE VAN BODY

- 8.1 The Brake van Body shall be fabricated as per relevant drawings of the relevant Brake Van outlined in RDSO Index Drg. No WD-09107-S-01 (latest revision) of the tendered design. The body design incorporates the use of Bonded Mineral Wool & Glass Wool for Thermal insulation. The above, should confirm to technical details as mentioned in Annexure-II.

9. BOGIE

- 9.1 The Brake van shall be equipped with Cast steel Bogie to Latest RDSO STR with latest amendments as per relevant drawings of the relevant Brake Van outlined in RDSO Index Drg. No WD-09107-S-01(latest revision) of the tendered design.

10. COUPLER AND DRAFT GEAR

- 10.1 The Brake van shall be equipped with High Tensile Centre Buffer Coupler, High capacity draft gear & other associated assemblies/ sub-components/ operating/ interfacing equipment to Latest RDSO STR with latest amendments as per relevant drawings of the relevant Brake Van outlined in RDSO Index Drg. No WD-09107-S-01(latest revision) of the tendered design.

11. AIR BRAKE

- 11.1 The brake van shall be equipped with air brake equipment to Latest RDSO Specification with latest amendments as per relevant drawings of the relevant Brake Van outlined in RDSO Index Drg. No WD-09107-S-01 (latest revision) of the tendered design.
- 11.2 Pipes and pipe joints consisting of brake pipe, branch pipes shall be to Latest RDSO Specification with latest amendments as per relevant drawings of the relevant Brake Van outlined in RDSO Index Drg. No WD-09107-S-01 (latest revision) of the tendered design.
- 11.3 The complete air brake equipment including the pipes and joints shall be fitted on pattern wagon as per relevant drawings of the relevant wagon outlined in RDSO Index Drg. No. WD-09107-S-01(latest revision) of the tendered design and offered to the 'Engineers' for approval. The Contractor shall be obliged to carry out

any modification on the layout of the air brake equipment, if found necessary, by the 'Engineers'.

- 11.4 Contractor shall proceed with the bulk production of brake van only after the final approval of fitment and layout of pattern brake van equipment, as mentioned above.
- 11.5 During the bulk production of Brake van, the Contractor shall ensure that the complete air brake equipment is fitted on the Brake van correctly as per the dimensions shown in the relevant drawing. Special care must be taken with regard to the clamping arrangement of pipes to under frames besides securing of clamps with pipe and tack welding of nuts with bolts.

12. BRAKE GEAR

- 12.1 The Brake van shall be equipped with under frame brake gear in accordance with the arrangement shown in as per relevant drawings of the relevant wagon outlined in RDSO Index Drg. No. WD-09107-S-01(latest revision) of the tendered design. The contractor shall also ensure for correct functioning of the brake gear components.
- 12.2 Brake block force shall be checked at the time of prototype testing, with the necessary facilities, equipments, etc. being provided by the manufacturer. Any modification required after testing, shall be ensured by the manufacturer.

13. PAINTING AND INSCRIPTIONS

- 13.1 The surface preparation and Schedule of Painting of Brake Vans shall be as indicated in relevant clause of General Standard – Specification no. G-72 (Latest Revision).
- 13.2 The marking on the Brake van shall be as per relevant drawings of the relevant wagon outlined in RDSO Index Drg. No WD-09107-S-01(latest revision) of the tendered design.
- 13.3 The tare weight of the Brake van shall be marked in tonnes up to one decimal place, as determined by the method detailed in Annexure-I.
- 13.4 Railway's initials to be marked will be intimated later. The Mechanical code BVCM shall be stenciled and stamped at the locations shown in Marking Diagram of detailed in as per relevant drawings of the relevant wagon outlined in RDSO Index Drg. No. WD-09107-S-01(latest revision) of the tendered design.

14. DRAWINGS

The Brake van shall be manufactured strictly to the relevant RDSO Drgs / technical details as per relevant drawings of the relevant wagon outlined in RDSO Index Drg. No. WD-09107-S-01(latest revision) of the tendered design. The drawings mentioned in the above Index drawing are, subject to advancement

in course of construction of these wagons and the contractor shall comply with these amendments in the manufacturing of components. The drawings listed in the above Index drawing are complete in all respects and any detailing, if necessary, will be done by the contractor.

15. 'AS MADE' DRAWINGS, PHOTOGRAPHS AND MODELS

15.1 DRAWINGS

In addition, the Contractor shall, also, supply two sets of 'As Made' Polyester Film Tracings (50 Micron thick matte) of drawings followed in the manufacture of the Brake van for the record of purchaser and engineers. These tracings shall conform to the requirement as detailed in Clause-21 of General Standard Specification No. G-72 (Latest Revision). The contractor shall incorporate in the above set of tracings, any deviations, modification and relaxations granted in the course of manufacture.

The 'As Made' drawings detailed above shall contain full details of each component/ assembly/ sub-assembly, inclusive of the material specification, actual average weight and reference drawings. The general order of the drawings, title block etc. shall be strictly as indicated in drawing no. SK 67521 with space for IRS drawings number left blank. The size of the sheet shall be A1 (841 mm x 594 mm) and the Code of Practice for drawings shall conform to IS Specification No. 696.

15.2 PHOTOGRAPHS

The Contractor shall furnish to the Engineers, at the time of prototype approval, 2 nos. for every order of 100 wagons or part thereof free of cost suitably mounted color photographs, 600 mm x 450 mm bringing out the salient features as called for in Clause-21 of General Standard Specification No. G-72 (Latest Revision).

15.3 MODELS

The Contractor shall furnish to the Engineers, at the time of prototype approval, 1 no. for every order of 100 wagons or part thereof free of cost, a 1/16 scale model made out of steel or acrylic transparent sheet as called for in relevant Clause of General Standard Specification No. G-72 (Latest Revision).

16. USE OF ALTERNATIVES

Some of the drawings detailed in as per relevant drawings of the relevant wagon outlined in RDSO Index Drg. No. WD-09107-S-01(latest revision) pertaining to the tendered design could include alternative material/ alternative mode of manufacturing. Wherever such alternates have been mentioned/ permitted, the tenderer must quote separately for the alternatives.

ANNEXURE-I

METHOD OF DETERMINING THE TARE WEIGHT OF BRAKE VAN

All Contractors (whether equipped with Weigh Bridge or not in their works) will arrange to weigh each Brake van of identical design and mark individual tare weight on them by actual weighment.

Tare weight of the wagons shall also be intimated to the Engineers duly certified by the Inspecting Officer.

DRAFT

ANNEXURE-II**Schedule of requirements for Bonded Mineral glass Wool insulation for Goods Brake Vans**

The materials shall have a nominal thickness of 25mm and shall generally conform to requirements of Group-I of IS Specification 8183 – (Specification for bonded mineral wool for thermal insulation) and the following additional requirements:-

1 (a) Bonded Mineral Wool

The bulk density of the material shall be 48 kg / cu m or 40 kg / cu m or as specified by the purchaser and shall not vary more than $\pm 15\%$ of the value specified when tested as per Clause 3.2.1 of IS : 8183 . The material with upper limit of bulk density of $48 \text{ kg / m}^3 + 15\%$ (i.e. 55 kg / m^3) shall be considered to lie within Group 1 also.

(b) Bonded Glass Wool

The bulk density of the material shall either be 24 kg/cu m or 16 kg/cu m or as specified by the purchaser and shall not vary more than $\pm 15\%$ of the specified value when tested as per Clause 3.2.1 of IS : 8183.

2. The thermal conductivity of the material (K- value) shall not exceed $0.49 \text{ mW/cm/}^\circ\text{C}$ ($0.042 \text{ kcal / m / h/}^\circ\text{C}$) for a mean temperature of 50°C .
3. It must be suitable for application on steel sheets or other surfaces with suitable adhesive and shall firmly adhere to the surface on which it is applied.
4. The insulation must be guaranteed for the above performance for a minimum period of one year from the date of putting the brake vans into service.
5. The materials shall satisfy all optional requirements given under Clauses 3.10.1 to 3.10.7 of Specification No. IS: 8183
6. The materials shall in addition pass the jolting test described below:

6.1 Apparatus for jolting test :

The apparatus consists of a steel frame with a slot to accommodate the test panel of size 41 x 32 cm. The Provision is made for raising the frame work through a height of 25 mm and dropping freely on two rubber blocks with an approximate frequency of 4 cycles per second. The shape of the cam shall be such that it supports the frame with the panel right through. In the last 2mm stroke, a mild shock is given to the panel by making the panel compress against the rubber blocks.

6.2 Test procedure

300 x 300 mm square pieces of sample from the supply are to be tested on the panel plate on which the entire system of painting for the roof has already been painted. For bonding for the insulation material 'CPRX' compound or any other approved adhesive may be used. Sufficient flash time may be given after the application of the adhesive before the insulation material is pasted on. The test panel shall not show any lamination and should withstand one lakh jolts in the jolting machine. The material should not also exhibit friability.

7. Inner surface preparation of inner and outer panels. (Side, end & roof).

- a. Clean thoroughly the inside surface of the inner and outer panels. (Side, end & roof) with emery cloth or wire brush to remove the rust, mill scale etc.
- b. Apply two coats of red oxide – zinc chrome primer to IS : 2074.
- c. Apply three coats of Bituminous emulsions to IRS Specification No. P – 30 or four coats of Bituminous Anti – Corrosive paints to IRS Specification No. P – 29.

8. Fixing of Glass Wool

After the above paint coats are dry, affix the glass wool insulation firmly with CPRX compound or any other suitable adhesive.

INDIAN RAILWAYS



सत्यमेव जयते

**PARTICULAR SPECIFICATION
FOR
BOGIE OPEN RAPID DISCHARGE HOPPER WAGON
TYPE `BOBRN` AND ITS VARIANTS**

**BROAD GAUGE-1676 mm
(B.G. 5' 6")**

Issued By:
**Wagon Directorate
Research Designs and Standards Organization
Manak Nagar, Lucknow -206011.**

March,2011

Price:Rs.1600 /-

C O N T E N T S

Clause	Description
1.	Scope
2.	Definitions
3.	Welding
4.	Testing
5.	Standard Specification
6.	Use of Alternatives
7.	Particular Requirements
8.	Spare Parts of Door Operating Mechanism (RDSO Design).
9.	Training of Railway Supervisor/ Skilled Staff on Door Operating Mechanism.
10.	Inspection
11.	'As Made' Drawings, Photographs and Models.

A N N E X U R E

Annexure-I	Method of Determining the Tare Weight of Wagons.
Annexure-II	Performance Test for Door Operating Mechanism (DOM).
Annexure-III	Proforma for Single Wagon Air Brake Test.
Annexure-IV	Nylon Brake Gear Bushes in the Brake Gear on Under frame.
Annexure-V	List of Spare Parts of Door Operating Mechanism (RDSO Design).

**INDIAN RAILWAYS
PARTICULAR SPECIFICATION
FOR
BROAD GAUGE BOGIE OPEN RAPID DISCHARGE
HOPPER WAGONS
TYPE 'BOBRN' AND ITS VARIANTS**

...

1. SCOPE

- This Specification covers the particular requirements for the manufacture and supply of Broad Gauge Bogie Open Rapid Discharge Hopper Wagons Type '**BOBRN**' and its **variants** strictly to the relevant drawings of relevant wagon outlined in RDSO index drawing No. WD-91071-S-50 and General Standard Specification No. G-72 (Rev. Latest) with latest amendment issued by RDSO (Wagon), Manak Nagar, Lucknow-226011. These wagons shall be supplied complete in all respect.
- 1.2 Cast steel bogie complete together with bogie brake rigging, wheels and axle sets with cartridge roller bearing narrow jaw adapters along with elastomeric pads thereon, top & bottom centre pivots, C.P. pins and constant contact side bearers referred to in clause 7.3, high tensile straight centre buffer coupler (non transition) together with high capacity draft gears, striker castings, yokes, yoke pins, yoke pin support plates as referred to in clause 7.4 and complete air brake equipment along with pipes and pipe joints as referred to in clause 7.5 shall be fitted with these wagons.
- 1.3 The Contractor shall prepare his own working drawings based on the aforesaid key design drawings and submit them to the 'Engineers' for approval before undertaking construction. The Contractor shall ensure that working drawings submitted for approval of the 'Engineers' are fully in accordance with key design drawings and deviations, if any, are specially pointed out. Approval of the 'Engineers' will only pertain to the design features, important controlling dimensions and the deviations from the design drawings specially pointed out by the Contractor. Other details in drawings will not be checked by the 'Engineers' and the responsibility for the same will be that of the Contractor.

2. DEFINITIONS

- 2.1 **Purchaser**' means the President of the Republic of India.
- 2.2 **Engineer**' means Research Designs and Standards Organization, Ministry of Railways, Manak Nagar, Lucknow- 226011 and will be represented by Ex. Director Standard Wagon, RDSO.
- 2.3 **Inspection Officer**' means the person, firm or department nominated by the purchaser to inspect the work on his behalf and the deputies of the Inspecting Officer so nominated.
- 2.4 **Contractor**' means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contract's successors(approved by the Purchaser),

representatives, heirs, executors and administrators as the case may be unless excluded by the terms of contract.

- 2.5 **Sub-Contractor'** means the person, firm or company from whom the contractor may obtain any material or fittings to be used in the manufacture of the above parts.

3. **WELDING**

- 3.1 General requirements and comprehensive guidance with regard to edge preparation, fit up for welding, welding procedure and inspection of welded joints are contained in Clause 8 of General Standard Specification No. G-72 (Rev. –Latest) with latest amendment which can be had from Director General, RDSO, Manak Nagar, Lucknow – 226 011. This should be strictly followed.
- 3.2 Wherever welding is specified or adopted in the manufacture of the wagons or in the fabrication of sub-assemblies and components, the manufacturer shall submit his proposed welding procedure and sequence to the Inspecting Officer and obtain his approval for the same. This, however, will not in any way reduce the Contractor's responsibility for satisfactory execution of the contract in all respects as stipulated in Clause 4 of General Standard Specification No.G-72 (Rev. -Latest) with latest amendment.
- 3.3 The Contractor shall furnish three copies of the "Welding Procedure and sequence of assembly of the Wagon" which is finally approved by the Inspecting Officer, to the Purchaser/Engineers, before commencement of regular production.

4. **TESTING**

- 4.1 Before taking series production of wagon, a pattern wagon shall be manufactured and got approved by the Engineers.
- 4.2 The 'Pattern Wagon' shall be tested as detailed in Clause 12 of General Standard Specification No. G-72 (Rev. –Latest) with latest amendment. Clearance found between various members of underframe and bogie shall be measured under tare, fully loaded, overloaded and unloaded condition and submitted to the Engineers through the Inspecting Officer. In case of Contractors who would take up the manufacture of this type of wagon for the first time, the tests to be conducted on the 'Pattern Wagon' shall be decided in consultation with the Engineers. The pattern wagon will have to be cleared by the Engineers before taking up of series manufacture.
- 4.3 The performance of Air Brake Equipment of each wagon shall be tested with single wagon test as per proforma given in Annexure-III.
- 4.4 As a result of prototype load tests if some modification to the wagon is called for the same shall be executed by the manufacturer.

4.5 Testing of Door Operating Mechanism shall be done as per Annexure-II.

5. STANDARD SPECIFICATIONS

All materials required for the manufacture of the wagons shall conform to the latest issue of relevant specifications as adopted by RDSO for Railway's use unless otherwise specified herein.

6. USE OF ALTERNATIVES

In Clause 7 of this Specification, as also in some of the drawings listed at RDSO index drawing no. WD-91071-S-50, certain alternatives showing different methods of manufacture or use of alternative materials, which are technically permissible, have been indicated. Wherever such alternative use has been permitted, the tenderer must quote separately for the alternatives.

7. PARTICULAR REQUIREMENTS

7.1 Leading Particulars

- 7.1.1 The key details of the wagons are as per relevant drawing of the relevant wagon outlined in RDSO index Drg. No. WD-91071-S-50. (with latest alteration)
- 7.1.2 Cast steel bogie to latest RDSO specification with latest amendment as per relevant drawing of the relevant bogie outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
- 7.1.3 Provided with cartridge taper roller bearing (with narrow jaw adapters).
- 7.1.4 Provided with high tensile centre buffer coupler (Non-transition)
- 7.1.5 Provided with bottom discharge doors having Double Link Mechanism operated by pneumatic systems with compressed air supply from loco & external compressed air supply (input through quick coupling & double check valve)
- 7.1.6 Provided with gradual release air brake system.
- 7.1.7 Provided with Automatic Load Sensing Device.
- 7.1.8 Provided with Slack Adjuster to relevant drawing of relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

7.2 Material of Construction

(i) Under-frame members like center-sill, side-sills, end sills, side stanchions, side coping, hopper frame etc.	Details are provided in relevant construction drawings mentioned in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
(ii) Side wall, end slope plate, vertical support plate, pressings etc.	
(iii) Longitudinal ridge with ribs, cross ridge, connecting plate, end-ridge, cross-brace, door holds, door clips & door stiffener, etc.	
(iv) Door flap, hopper plates & end slope plate (upper portion)	
(v) Door hinge	
(vi) Other Items	

7.3 Bogie & Wheel 7.3.1 The wagon shall be equipped with Cast Steel Bogie to latest RDSO specification with latest amendment as per relevant drawing of relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

This bogie will be fitted with springs and load proportionate friction damping arrangement for Broad Gauge (1676 mm) wagons.

7.3.3 These bogies complete in all respect including wheel sets, cartridge bearings and elastomeric pads shall be fitted with these wagons.

7.4 Coupler & Draft Gears

7.4.1 Wagon shall be equipped with: -

- i. High tensile centre buffer coupler to RDSO STR with latest revision/amendment to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
- ii. High capacity draft gear to RDSO STR with latest revision/amendment to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

7.4.2 The fitment of coupler, high capacity draft gear, striker casting, yoke pin support, and yoke etc. shall conform to the relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

7.4.3 The uncoupling gear for the centre buffer couplers shall be to the relevant drawing of relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

7.5 Air Brake

7.5.1 The wagon shall be equipped with graduated release air brakes equipped in accordance with RDSO Specification with latest amendments to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

- 7.5.2 The brake equipment and pipe layout of the wagon shall be to the relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
- 7.5.3 Air brake equipment consisting of distributor valve (suitable for automatic empty load device of two stage type), pipe bracket, brake cylinder, auxiliary reservoir, cut off angle cocks, single piece load sensing device, flexible hoses and hose couplings for BP as specified in the relevant specification (with latest amendment) mentioned at relevant drawing of the relevant wagon shall be fitted with these wagons.
- 7.5.4 The pipes and joints consisting of brake pipe, branch pipes and pipe joints as specified in RDSO specification(with latest amendment) mentioned at relevant drawing of relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration). shall be fitted with these wagons.
- 7.5.5 The complete air brake equipment including the pipes and joints shall be fitted on pattern wagon as per relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration) and offered to the 'Engineers' for approval. The Contractor shall be obliged to carry out any modification on the layout of the air brake equipment, if found necessary by the 'Engineers'.
- 7.5.6 Contractor shall proceed with the bulk production of the wagon only after the final approval of the layout of complete air brake equipment, on the pattern wagon.
- 7.5.7 During the bulk production of wagons, Contractor shall ensure that the complete air brake equipment is fitted on the wagon correctly as per the dimensions shown in the layout drawing. Special care must be taken with regard to the clamping of pipes.
- 7.5.8 The wagon shall be fitted with brake gear arrangement to the relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
- 7.5.9 The wagon shall be fitted with hand brake as indicated in relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
- 7.5.10 The wagon shall be fitted with Automatic Empty Load Device as shown in relevant drawing of relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration). to provide 2.2 kg/cm² and 3.8 kg/cm² cylinder pressure under empty and fully loaded conditions respectively, as shown in relevant drawing of relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).The system shall meet all the provisions relating to the characteristics and tests of brake equipment stipulated in "UIC Code No. 541".
- 7.5.11 The wagon shall be fitted with Slack Adjuster to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

7.6 Bottom Discharge Doors

- 7.6.1 The wagon shall be equipped with R.D.S.O. designed, Double Link Mechanism pneumatically operated Bottom Discharge Doors, generally to relevant drawing of the relevant wagon and shall be supplied by the Contractor. Prototype wagon shall be given Performance Test as per Annexure-II.
- 7.6.2 Details of Door Flaps , Hinges and linkages shall be as per relevant drawing of the relevant wagon and the door operating air pipe layout shall be as per relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
- 7.6.3 The doors are to be operated through a Manual Pneumatic Valve (M.P.V). The valve can be operated through two push buttons provided one at each end of the valve. The operation of one push button facing the side sill will allow the actuation of air drive system for opening the door, while the actuation of other button will close the door as shown in the relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).The air connection of the reservoir for door-operating cylinder is given to the hose coupling for air pipe system shown in the above mentioned drawing. The air pressure required for door operation is 5kg/cm² to 6kg/cm².
- 7.6.4 In case the DOM Air Reservoir does not have compressed air supply from the loco, the compressed air may be supplied through Quick coupling & double check valve, fitted on wagon for operation of DOM through Manual Pneumatic Valve (M.P.V), as explained in para 7.6.3

7.6.5 Air Cylinder

The overall dimensions of air cylinder shall be as per the relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration). The testing pressure of the cylinder should be 10 Kg./cm². The cylinder should be capable of working for six years trouble free service in actual field operation for which a guarantee from the manufacturer shall be obtained.

7.6.6 Filter

The overall dimensions of the filter shall be as per relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).The filter should be provided with 10 Micron elements and tested for a pressure of 10 Kg/cm². The filter should be provided with automatic/manual water drainage system. The filter, except the element, should be guaranteed by the manufacturer for six years trouble free service in actual operating condition.

7.6.7 Control Valve

The overall dimensions of the control valve shall be as per relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).The

valve shall be tested against test pressure of 10 kg/cm² and should be guaranteed by the manufacturer for six years trouble free service under actual operating conditions.

7.6.8 Anti Pilferage

Anti-pilferage measures for Door Operating Mechanism parts to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration) shall be provided.

7.7 Painting & Marking

- 7.7.1 The surface preparation of the wagon shall be as indicated in Clause No.11 of General Standard Specification No. G-72 (Rev.–Latest) with latest amendment
- 7.7.2 Wagon Superstructure shall be painted with paint system as specified in Clause No. 11.2.6 of G-72 (Rev. -Latest) with latest amendment.
- 7.7.3 Other sub-assemblies like Bogie, Couplers, Airbrake shall be painted as per G-72 (Rev. – Latest)with latest amendment.
- 7.7.4 Wheel and axle assemblies for wagon shall be painted as specified in IRS:R-19/93 (Part 1 with latest revision)
- 7.7.5 Zebra strips shall be painted on the outside corners of the wagon with paint of Red Colour No. 537 to IS:5-1978 and Ready Mixed White Paint to IS:127 as indicated in relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration)..
- 7.7.6 The marking on the wagon shall be as indicated in relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration)..
- 7.7.7 The tare weight of the wagons shall be marked in tonnes upto one decimal plate, as determined by the method detailed in Annexure-I.
- 7.7.8 The operating direction (On and Off) of side operated hand brake wheel shall be marked as indicated in relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration)..
- 7.7.9 Standard Plates shall be attached on the underframe sole bars at diagonally opposite corners as shown in relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration)..One plate on each underframe shall be in Hindi to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).Mild Steel drop stamped standard plate is acceptable as an alternative.

7.7.10 Railway's initials to be marked will be intimated later. The mechanical code to be stenciled and stamped at locations as shown in relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).

8. SPARE PARTS OF DOOR OPERATING MECHANISM (RDSO DESIGN)

8.1 Mandatory spare parts for DOM as per Annexure-V shall be supplied by the manufacturer of the wagon along with order of 'BOBRN' wagons.

9. TRAINING OF RAILWAY SUPERVISOR/SKILLED STAFF ON DOOR OPERATING MECHANISM

9.1 The Contractor shall arrange to train sufficient number (10 No. per 100 No. wagon or part thereof) Railway Personals free of cost on following aspects of Door Operating Mechanism to be covered in five working days:-

- Salient features of Door Operating Mechanism.
- Adjustment procedure during mounting of Door Operating Mechanism on Wagon.
- Testing Procedure.
- Tools used for mounting of Door Operating Mechanism
- Trouble Shooting.

9.2 The Contractor shall provide free accommodation to Railway Personnel during training.

10. INSPECTION

The inspection of the wagon with all its fittings is to be carried out by RDSO Wagon Inspection Directorate. The Wagon Manufacturer will provide all the facilities to the Inspecting Officer during various stages of manufacture of wagons.

11. DRAWINGS

Wagons shall be manufactured strictly to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration). The alteration numbers indicated against each drawing are, however, subject to advancement in course of construction of these amendments in manufacturing of components. Copies of such amended drawings will be supplied to the Contractor free of cost. The drawings listed are complete in all respects and any detailing, if necessary, will be done by the Contractor.

12. AS MADE' DRAWINGS, PHOTOGRAPHS AND MODELS

12.1 Drawings

12.1.1 The Contractor shall supply two sets of 'As Made' Polyester Film Tracings(50 Micron thick matte) of drawings followed in the manufacture of the wagons for the record of Purchaser and Engineers. These tracings shall conform to the requirement as detailed in Clause 21 of General Standard Specification No. G-72 (Rev.Latest)with latest amendmentThe Contractor

shall incorporate in the above set of tracings, any deviations, modification and relaxations granted in the course of manufacture.

- 12.1.2 The 'As Made' drawings detailed above shall contain full details of each component/assembly/sub-assembly, inclusive of the material specification, actual average weight and reference drawings. The general order of the drawings, title block etc. shall be strictly as indicated in SK.67521 with space for IRS drawings number left blank. The size of the sheet shall be A1(841 mm x 594 mm) and the Code of Practice for drawings shall conform to IS Specification No. 696.

12.2 Photographs

The Contractor shall furnish to the Engineers free of cost suitably mounted colour photos 600 mm x 450 mm bringing out the Salient Features as called for in Clause 21 of General Standard Specification No. G-72 (Rev.–Latest) with latest amendment.

12.3 Models

The Contractor shall furnish to the Engineers, if and when required, free of cost, a 1/16 scale model made out of steel or acrylic transparent sheet as called for in Clause 21 of General Standard Specification No. G-72 (Rev.–Latest) with latest amendment.

ANNEXURE-I

METHOD OF DETERMINING THE TARE WEIGHT OF WAGONS

All Contractors(whether equipped with weigh bridges or not in their works) will arrange to weigh each wagon of identical design and mark individual tare weight on them by actual weighmwnt . the tare weight so arrived shall be deducted from the gross load to arrive at the correct carrying capacity that shall be marked on the wagons.

Tare weight of the wagons shall also be intimated to the 'Engineers' duly certified by the inspecting officer.

ANNEXURE-II

PERFORMANCE TEST FOR DOOR OPERATING MECHANISM (DOM)

1. The Wagon Manufacturer should install a Test Rig/use the pattern wagon along with a suitable pit below it to test the complete DOM to simulate the working condition of DOM.
2. For each order, the DOM shall be actuated 2000 times, 1000 times door opening and 1000 times door closing on the test rig/pattern wagon. For 1000 door opening and 1000 door closing, the failure of the DOM shall not exceed 0.3%.
3. The DOM shall be checked for five times with full payload on prototype wagon by unloading the payload over the pit. It shall be ensured that the moving parts under the centre sill do not infringe during movement. The unloading Test is however, not mandatory for those Wagon Builders who has already executed an order earlier of BOBRNM1 /BOBRNHSM1 Wagon with Double Link Door Mechanism of RDSO Design and have no adverse report from Railways on functioning of Door Mechanism. Loaded prototype wagon in this case should be moved and checked inside the Builder's Yard for a distance of 5 Kms at a speed not less than 6 Kmph.
4. During the Unloading Test, the wagon unloading time shall be checked and recorded. The unloading time should be 15 seconds or less.
5. **Leakage Test**
 - (i) Charge the system to maximum operating pressure and cut-off the supply of air to the system.
 - (ii) Observe the reservoir pressure for one minute and record the drop of pressure, if any. It should not exceed 0.1 kg/cm² in one minute.
6. **Self Operation**

Operate the DOM with air from reservoir only with main supply to reservoir cut-off. Record the number of cycle, which can be done, and pressure drop for each cycle.

ANNEXURE-III
PROFORMA FOR SINGLE WAGON AIR BRAKE TEST

S. NO.	Check	Specified	Actual
1	Pressure in BP	5 ± 0.1 kg/sq.cm	
2	Pressure in AR	5 ± 0.1 kg/sq.cm	
3	Leakage from the system	0.1 kg/sq.cm. in one minute.	
4	Full service application after charging		
4.1	Brake cylinder filling time (Pressure rise from 0 to 3.6 kg/sq.cm.)		
	a) Empty	18 to 30 sec.	
	b) Loaded	18 to 30 sec.	
4.2	Maximum brake cylinder pressure		
	a) Empty	2.2±0.25 kg/sq.cm.	
	b) Loaded	3.8 ± 0.1 kg/sq.cm.	
4.3	Reduction in BP pressure required for full service application.	1.3 to 1.6 kg/sq.cm.	
5	Release after full service application.		
5.1	Draining time (Brake cylinder pressure to fall from 3.8 ±0.1 kg/sq.cm. to 0.4 kg/sq.cm.)	45 to 60 sec.	
6.	Sensitivity of brakes Isolate brake pipe from mainline. Check the response of brakes when brake pipe pressure is reduced at the most equal to 0.6 kg/sq.cm. in 6 sec.	Brake should apply within 6 sec.	
7.	Insensitivity of brakes isolate brake pipe from mainline. Check the pressure of brakes when brake pipe pressure is reduced atleast equal to 0.3 kg/sq.cm. in 60 sec.	Brake should not apply	
8.	Emergency application:		
8.1	Brake cylinder filling time (Pressure to rise from 0 to 3.6 kg/sq.cm.)		
	a) Empty	18 to 30 sec.	
	b) Loaded	18 to 30 sec.	
8.2	Maximum brake cylinder pressure		
	a) Empty	2.2 +/- 0.25 kg/sq.cm.	
	b) Loaded	3.8 +/- 0.1 kg/sq.cm.	
9.	Piston stroke		
	a) Empty	100 +/- 10 mm	
	b) Loaded	110 +/- 10 mm	
10.	Leakage from brake cylinder after emergency application.	0.1 kg/sq.cm. Within 5 minutes	
11.	Automatic exhausting of brake cylinder and control chamber.		
11.1	Apply emergency brakes (i.e. BP = 0 kg/sq.cm.). Check the brake cylinder pressure after giving a brief pull to release hook.	Brake cylinder and control reservoirs should exhaust automatically.	

Date

Signature & name of
Testing Authority.

ANNEXURE-IV

NYLON BRAKE GEAR BUSHES IN THE BRAKE GEAR
(ON UNDER FRAME)

1. Brake gear bushes of Nylon-66 shall be procured as per Schedule of Technical Requirements (STR) to relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).
2. Nominal dimensions of Nylon-66 bushes to be used will be same as of steel bushes, inclusive of step sizes, outside diameter. However, the tolerances and the chamfering should be as per Fig.1 of the STR.
3. Universal holes should be drilled initially in the form type support brackets or fork end of pull/push rods. These holes should be drilled together to the required size only after the assembly but before the Nylon bushes are fitted therein. This will ensure that the two holes are concentric and, therefore, the pins passing through the bushes fitted therein will not tilt.
4. Steel pins used with the Nylon-66 bushes shall be with fine finish machined on all contact surfaces with the bush.

ANNEXURE-V

LIST OF SPARES FOR DOOR OPERATING MECHANISM
(RDSO DESIGN)

S.No.	Description	Drg. No.	No. of Spares per 100 Nos. wagons or thereof.
1.	Operating Shaft	The details are given in the relevant drawing of the relevant wagon outlined in RDSO index drawing no. WD-91071-S-50 (with latest alteration).	10
2.	Bush (Bronze)		20
3.	Safety Lock Spring Assembly		3
4.	Pin with Washer & Bulb Cotter 32 Dia x 94 Long		25
5.	Pin with Washer & Split Pin, 32 Dia x 103 Long		6
6.	Pin with Washer & Bulb Cotter 37Dia x 93 Long.		3
7.	Clevis Pin with Washer & Split Pin		3
8.	Pin with Washers & Split Pins		3
9.	Hook Pivot Pin with Washers & Split Pins.		3

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. 18951 Lakhs (Rupees One Hundred Eighty Nine Crore Fifty One 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>1. F.O.R. DESTINATION BASIS (Point of delivery: Point of delivery will be Shaktinagar station Yard (SKTN) for Dadri. 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	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY {ITB Clause 14.0}	<p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of</p> <p style="padding-left: 40px;">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 style="padding-left: 40px;">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</p>

will have to be submitted directly to the buyer within **10 days of bid opening.**

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,

Tender No.
.....

Due Date of Bid Opening (Date of Techno-Commercial Bid

From (Name of the Bidder).”

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.

MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits 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.

MSE 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

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

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

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System)

		<p>as provided by RBI. The format of the message for confirmation of the BG shall be as below: BG advising message: IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)</p>
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	QUALIFYING REQUIREMENTS (FOR OT CASES ONLY)	<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	NIL DEVIATION CERTIFICATE	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
11.0	COMPLIANCE QUALIFYING REQUIREMENTS ON	Verification of authenticity of Documents submitted by the bidder in support of meeting

(FOR OT CASES ONLY)

the Technical QR

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.

In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

- 1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)
- 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 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/eg_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.

		<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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</i></p>
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 Shaktinagar station Yard (SKTN)
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 61 wagons & one brake van) complete in all respect

		<p>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.</p>
17.0	PAYMENT TERMS	<p><i>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.</i></p> <p><i>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).</i></p> <p><i>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</i></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/DEFECT LIABILITY PERIOD /	<p>"The vendor hereby covenants that it is a condition of the contract that all wagons furnished to [name of the Party] 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.</p>

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 [name of the Party].

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 [name of the Party] in that behalf being final and conclusive then [name of the Party] 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 thinks fit. Without prejudice to the generality of the foregoing, all the

		<p>provisions in the Party's standard condition of contract relating to the rejection of wagons, failure and termination shall apply.</p>
<p>21.0</p>	<p>INSPECTION</p>	<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. Amit Kumar Singh DGM(C&M) NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018	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
	Email	AMITKSINGH@NTPC.CO.IN	dppradhan@ntpc.co.in

TENDERS HAVING ITEM WISE EVALUATION

ATTACHMENT - 13

..... **PACKAGE**
FOR
..... **PROJECT BIDDING**
DOCUMENT NO.

(Declaration on Local Content)

Dear Sirs,

We have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers" enclosed with the SPC.

In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are **Class-I local supplier** for all such items.

The details of the location(s) at which the local value addition is made are as under:

Sl. No. of BOQ	Description of Goods & Services	Details of the location(s) at which the local value addition is made

2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

Note : 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.

2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.



TENDERS HAVING PACKAGE EVALUATION

ATTACHMENT - 13

..... PACKAGE

FOR

.....

PROJECT BIDDING DOCUMENT NO.

.....

(Declaration on Local Content)

Dear Sirs,

1) *We confirm that we fulfill the requirements of Local content for Class-I local supplier.*

The details of the location(s) at which the local value addition are as under:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

2) *We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned Bill of Materials as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.*

The below para is applicable

#We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.



#[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]

##*We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)."*

##*In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.*

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.



ANNEXURE-A1

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where **Item wise evaluation** is applicable (to be uploaded online in Technical Cover of online GePNIC Bid) along with EMD details)

M/s NTPC LTD

Ref: Our Bid Ref. No	Dated	Date: against Tender Invitation
no.	Dated	for (Name of the Package)

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

* We are **manufacturer of all the quoted item(s)** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable as per provisions of Bidding Document for all the quoted items of our bid.

Or

* We are **manufacturer of some the quoted item(s)** and understand that the benefits pertaining to EMD and Tender fee exemption shall be applicable for our bid as per provisions of Bidding Document. We also understand that Purchase Preference benefits as applicable to MSEs under PPP 2012 shall be applicable only for those quoted items of our bid for which we are a manufacturer and the remaining quoted items, for which we are not a manufacturer, shall not be eligible for the aforesaid Purchase Preference benefits as per provisions of Bidding documents.

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NTPC Limited/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorized Signatory)

Name & address of the bidderDate:

* Strike out which is not applicable



Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where Overall evaluation is applicable (to be uploaded online in Technical Cover of online GePNIC Bid) along with EMD details)

M/s NTPC LTD

Date:

Ref: Our Bid Ref. No	Dated	against Tender Invitation
no.	Dated	for (Name of the Package)

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

* We are **manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference as specified in the Bidding Documents** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable for our bid as per provisions of Bidding Document.

Or

* We are **manufacturer of at least one of the items listed in the Bill of Quantity (BOQ) of the Package** and understand that the benefits pertaining to EMD and Tender fee exemption only shall be applicable for our bid as per provisions of Bidding Documents. We also understand that as per provisions of Bidding Document, our bid shall not be eligible for Purchase Preference benefits as applicable to MSEs under PPP 2012.

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NTPC Limited/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorised Signatory)

Name & address of the bidder

Date:

* **Strike out which is not applicable**



CHECK LIST FOR BIDDERS BEFORE SUBMISSION OF OFFER

- Bidder(s) are requested to ensure before submission of their bid that following documents have been submitted online:
1. Nil Deviation certificate Submitted
 2. For Non MSE bidder- Hard copy of EMD BG has been dispatched & Scanned copy of Bank guarantee uploaded (In case of physical copy not yet sent then it is to be ensured that BG issuing bank has intimated through their own official email ID to concerned C&M department along with Annexure A)
 For MSE bidder- MSE registration copy along with filled sealed and signed copy of Annexure A1/A2 (as applicable) is being submitted
 3. Annexure II (**Undertaking from Independent Statutory Auditor**) OR Annexure III (**Undertaking from Third party Inspection agency**) must be submitted by all agencies
 4. Duly filled Attachment 13 submitted-for required MLC content
 5. Integrity Pact signed copy submitted
 6. Technical bid submitted- Along with technical description/Catalogue (If applicable) Item wise applicable GST applicable rates for the quoted items has also been mentioned in the techno commercial offer. Bidders are also requested to mention authorized person's contact details & Email ID on the letter head of the company.
 7. Sealed and signed copy of the Quality Plan has been submitted as a token of acceptance
 8. Duly filed Annexure 12 and 12A as given below submitted. QR Documents (executed order copies of sufficient value must be verified by statutory auditors OR TPIA from any one available agency in the list given in bidding document) and (Audited copy of P&L Account statement and balance sheet with UDIN NO. for the financial year 2019-20, 2020-21 & 2021-22, In case audit for FY 2021-22 not completed then CEO/CFO declaration as per format) are submitted.

Please comply all the above points



EMD/BID SECURITY SUBMISSION

(A) In case of Bidders opting for **Bank Guarantee** as Bid Security but unable to send the Original Bank Guarantee in physical form at the tender opening location, following shall be applicable:

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 below.

SFMS message must be sent to the Employer's bank whose details are :

i	Bank Name	ICICI BANK LTD.
ii	Branch	Connaught Place, New Delhi
iv	IFSC Code	ICIC0000007

Bidders shall be required to upload the scanned copy of the BG on GeM portal.



Annexure A

Format of Undertaking (To be sent by Issuing Bank through official e-mail id)

From: xxxbank@xx.in To: manishkumar06@ntpc.co.in

We have issued BG No. _____ dated _____ for an amount of Rs. _____ on behalf of _____ towards Bid Security / EMD for Tender No [GEM/2022/B/.....](#) in favor of NTPC.

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement.

The SFMS is sent on _____(date).

We undertake to send the original BG to _____ (name of tendering location) directly once postal / courier services are restored and that NTPC's claim will be binding on us without the physical copy.

We undertake not to cancel the afore mentioned BG No. _____ without written consent / instruction from NTPC Ltd.

(Name of Bank Official) Authority No.



ANNEXURE II

Undertaking from Independent Statutory Auditor

(On letter head digitally signed by a person duly authorized to Sign
on behalf of the Statutory Auditor)

Bid Ref. No:
To,
NTPC Ltd.
.....

DATE:

**Subject: Authentication of veracity of documents submitted by M/s
..... in support of meeting the Qualifying Requirements**

Ref : IFB/Tender no.
Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having
.....Registered
office at.....intend to participate in above referred tender of
NTPC Ltd.

We, M/s has been appointed as Statutory Auditor for the Bidder i.e.
M/s.....(Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents
pertaining to Technical Qualifying Requirement duly verified and certified by Statutory
Auditor.

In this regard, it is hereby confirmed that we have examined the following
documents, which are also attached with this letter. The same has been verified
from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.



1. Doc ref./PO No. no. dated.....(name of Documents) and executed value against this order is Rs.....up to dated:.....
2. Doc ref. no./PO No. dated.....(name of Documents) and executed value against this order is Rs.....up to dated:.....
3.

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. (bidder) and hereby certify following:
.....

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in tender/s.

Thanking you,



Annexure III

Undertaking from Third Party Inspection Agency

(On letter head digitally signed by a person duly authorized to Sign on

behalf of the TPIA)

Ref.: _____ Date: _____

To,
NTPC Ltd.

.....

Dear Sir,

**Subject: Authentication of veracity of documents submitted by
M/s**

..... i
n

support of meeting the Qualifying Requirements

Ref : IFB/Tender no.
Name of the Package/ Tender:

M/s. (here in after called Bidder) having Registered office at
..... intend to participate in above referred tender of NTPC Ltd.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The



same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no./PO No. dated(name of Documents) and executed value against this order is Rs.....up to dated:.....
2. Doc ref. no./ P O No dated(name of Documents) and executed value against this order is Rs.....up to dated:.....
3.

All the aforesaid documents has been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

** Strike off, whichever is not applicable.*



Summary of Details & Documents in Support of QR

(To be submitted with Techno-commercial Bid)

To,

NIT No.

AGM(C&M)

CPG-1, NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh

In order to meet the Qualifying Requirement of NIT, **We submit as under duly certified and verified documents** in addition to other required documents as per clauses of QR:

(A) In order to meet the QR clause 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.

(a) Please submit the relevant valid RDSO Certificate

(B) In order to meet the QR clause 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)

(a) In order to meet this clause we have submitted following documents:

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

We have submitted the following order copies/Documents and we are meeting this QR clause against Single/Two/Three orders as per the details given below. Further we have also verified these executed order copies through statutory auditor/TPIA (as applicable) and submitted Annexure II/Annexure III (If executed order copies are placed by any NTPC projects then Annexure II OR III is not required to submit)



Sl.	QR Stipulation	Brief details along with supporting documents				
1.		Name of client (Name & address)	LOA/Contract/ Purchase Order (PO) No. & Date	Award Value of LOA /Contract /Purchase order (Rs.)	Client Certificate Details	Value of work Executed (Rs.) & Period of Execution
		<p>1. In order to satisfy the QR clause ref. 1.2, We have submitted the audited copy of the financial statement including balance sheet and P&L account statement with UDIN NO. for financial years as detailed below:</p> <p>(In case audit for the FY 2021-22 is not yet completed then CEO/CFO declaration as per attached format to be submitted along with the copy of balance sheet and Profit & Loss account statement for the FY 2018-19)</p>				
2.			It is mandatory to mention UDIN (Unique Document Identification Number) by the bidders while submitting audited financial statements, other CA certificates etc. w.e.f. date as mentioned in ICAI gazette notification dt. 02.08.2019			
		Financial Year	Turnover (Lakhs)			
		2019-20			
		2020-21			
		2021-22			
		Average			
		<p>List of supporting documents submitted (Copies of relevant purchase orders along with proof of execution such as corresponding excise invoice/ delivery challans, LR , installation/ performance report etc)</p> <p>1. 2. 3.</p>				
3.		<p>Please provide the following information along with financial documents against clause 1.2.3,1.2.4 1.2.5:</p> <p>NET WORTH</p> <p>a. Our paid-up share capital as on the last day of the preceding financial year: Rs...</p> <p>b. Our free reserves as on the last day of the preceding financial year: Rs....</p> <p>c. Our Net Worth as on last day of the preceding financial year,2021-22 (a+b):Rs...</p> <p>d. % age of our Net Worth to our paid-up share capital as on last day of the preceding financial year (c/a x 100):%</p>				



		<p>e. Audited results for the last preceding financial year / certification of financial statements from a practicing Chartered Accountant enclosed.</p> <p>f. Since we are not able to furnish our audited financial statement on standalone entity basis, we are submitting the following documents for substantiation of our qualification</p> <ul style="list-style-type: none">i. Copies of the unaudited unconsolidated financial statements of the bidder with copies of audited consolidated financial statements of the Holding Company,ii. Certificate from the CEO/CFO of the Holding Company that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the company, is enclosed as per format at Annexure given below. <p>g. As % age of our Net Worth to our paid-up share capital as on last day of preceding financial year is less than 100%, we hereby furnish the following details of our subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies.</p> <ul style="list-style-type: none">i. Name of the subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies<ul style="list-style-type: none">a. Name of the subsidiary(ies)b. Name of Holding Companyc. Name of Subsidiaries of its Holding companiesii Paid-up share capital of individual subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies as on the last day of the preceding financial year (Y1, Y2, Y3....etc.)<ul style="list-style-type: none">ii. Free reserves as on the last day of the preceding financial year of : Rs..... individual subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies/ Holding Companyiii. Net Worth of the individual subsidiary(ies) and / or Holding Company and / or Subsidiaries of its Holding companies as on last day of the: Rs. preceding financial year (ii + iii) (X1, X2, X3....etc.). <p>Net worth in combined manner shall be calculated as follows:</p> $\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$ <p>Where X1, X2, X3 are individual Net worth which should not be less than 75% respective paid up share capitals and Y1, Y2 Y3 are individual paid up share capitals.</p> <p>(Please enclose Balance sheets and P&L accounts duly certified by Chartered Accountant)</p> <p>vi. Audited results for the last preceding financial year / certification of financial</p>
--	--	--



		<p>statement from a practicing Chartered Accountant for our Holding Company enclosed.</p> <p>vii. Letter of Undertaking from the Holding Company pledging unconditional and irrevocable financial support for execution of the Contract by our company (in case of award) is enclosed as per NTPC format (Annexure 12E).</p> <p>a. Paid up share capital as on the last day of the preceding FY(2021-22): Rs.</p> <p>b. Other equity as on the last day of the preceding FY(2021-22): Rs.....</p> <p>c. Net Worth as on the last day of the preceding FY (2021-22) : Rs.</p> <p>d. % of Net Worth to paid up share capital as on last day of the preceding FY (2021-22): $c/a \times 100 = \text{-----} \%$</p>
--	--	---

It is being certified that executed order copies are duly certified by Independent Statutory Auditor of our Company OR specified Third-Party Inspection Agency (TPIA) as per bidding document and we have enclosed these documents with Annexure II or III.

.....
Signature of the bidder's representative



Details pertaining to Technical Qualification of Bidder
NIT No.

To,
AGM(C&M)
CPG-1, NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh

Dear Sirs,

To satisfy the qualifying requirements specified 1.1.2, we furnish following details in respect of Orders given at Attachment 12 above:

Sl.	Particulars	Order-1	Order-2	Order-3
1.	PO No./Contract/Work Order and Date			
2.	Client name and its address, fax no. & telephone no.(e-mail address)			
3.	Name & Designation of the responsible person in client's organization (e-mail address)			
4.	In order to qualify in any other case whether this purchase order was submitted earlier in NTPC (If yes)—Please fill the details	*-NIT No. of that case in which this order was submitted -Name of the work/package -Name of Dealing executive of that case -Whether you were qualified bidder in that case	-----	-----

- All the above mentioned documents are duly certified by Independent Statutory Auditor of our Company or specified Third-Party Inspection Agency (TPIA) as per bidding document and we have enclosed these documents with Annexure II or III.*

Note :A

- Continuation sheets of like size and format may be used as per the bidders requirement and shall be annexed to this schedule
- Bidder is required to attach necessary documents like copies of work order/purchase order, completion certificates, agreements etc. in support of the above.

Note: B

Note: B: Bidder must submit all requisite documents duly certified and verified by independent statutory auditor or third party inspection agency (TPIA) in support of their meeting the QR including those detailed in the SPC. **If the space in above table is insufficient, then bidder may please give data in another paper in the same format.**



- i. **The table is to be filled & the supporting documents are to be attached in the online offer.**
- ii. **The documents which can be given are: - PO copies+, Invoice Copies + LR Copies etc.**
- iii. **In case of providing any incorrect information / document(s) regarding the above Qualifying Requirements, it may result in suspension of business dealings (please refer clause 5.1 of our banning policy of NTPC available on NTPC relevant website) and / or forfeiture of EMD, including intimation to NSIC or such authorities.**
- iv. **NTPC reserves the right to demand originals of submitted documents to be shown by the bidder for verification.**

Date:

Signature of Authorized representative of Bidder

Place:

Name:

Designation:

Name of the Firm:



**CERTIFICATE FOR COMPLIANCE TO
ALL PROVISIONS OF BIDDING DOCUMENTS**

(Certificate of "NIL" Deviation) Towards COMPLIANT BID

To,

Dear Sir,

GEM BID Ref.....

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and ***we declare that we have not taken any deviation in this regard.***

2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/variations/exception implicit or explicit, found anywhere in the techno-commercial bid and/or price bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments/ Clarifications/Addenda/Errata (if any) as mentioned at para 1.0 above, found anywhere in our Techno-commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the EMD/ Bid Security shall be forfeited.



PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date :

To,

NTPC Limited,

.....
.....

Dear Sirs,

In accordance with your NIT No. dated M/s
..... (***)..... having its registered/Head Office at
.....
(hereinafter called the 'Bidder') wish to participate in the said Bid for
.....
(*name of package*).

As an irrevocable Bank Guarantee against Earnest Money Deposit/Bid Security for an amount of (*) valid for days from (**)., is 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 Bidding Documents.

We, the [*Name and address of the Bank*]..... having our head office at (#) guarantee and undertake to pay immediately on demand by NTPC Ltd. (hereinafter called 'the Employer') the amount (*)..... (in figures and words) without any reservation, protest, demand and recourse. Any such demand made by the said 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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 [*Bidders name*]..... on whose behalf guarantee is issued.



In witness whereof the Bank, through its authorized officer has set its hand and stamp on this Day20..... at

Signature.....
Name.....
Designation.....
Bank's Common Seal.....
Power of Attorney No.....

Note:

1. (*) The amount shall be as specified in the NIT/Bidding Documents.
(**) This shall be the date of opening of bids.
(***) Write the name and address of the Bidder.
(#) Complete mailing address of the Head Office of the Bank to be given.
(@) This date shall be forty five days beyond the validity of bid.

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.

3. The Stamp Paper of appropriate value shall be as per stamp act purchased in the name of the Bidder/Bank issuing the guarantee.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.

5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.



Proforma of Certificate from the CEO/CFO Of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents) GeM bid Ref

:..... Date:.....

To

Dear Sir,

1.0 I, Mr./Ms.(*CEO of the Company/*CFO of the Company), confirm and undertake 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.

2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s (Name of the Bidder) for the.....(Name of the package) under NIT reference No. Dated

Yours faithfully, Signature.....

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note : *Strike off whichever is not applicable.



To,

Dear Sirs,

We, hereby authorize the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

PIN CODE																			

3. TELEPHONE NO. (WITH STDCODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--


4. BANK PARTICULARS

A) BANK NAME

B) BANK TELEPHONE NO. (WITH STDCODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

C) BRANCH ADDRESS

PIN CODE																				
----------	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

D) BANK FAX NO (WITH STDCODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E) BRANCH CODE

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

G) 11 DIGIT IFSC CODE OF THEBANK

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I) BANK ACCOUNT TYPE (TICKONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. PERMANENT ACCOUNT NUMBER(PAN)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. E-MAIL Address for Intimation regarding release of payments

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible



DATE

--	--	--	--	--	--

SIGNATURE

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with our branch and the Bank particulars mentioned above are correct. DATE

SIGNATURE

(AUTHORISED SIGNATORY)

Authorization no.:

Name:

OFFICIAL STAMP

Encl: Blank Cheque

DETAILS OF PAN and GSTIN

To,

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(b) GSTIN :

Our GSTIN is

GSTIN	
--------------	--

Note : Copy of registration with up to amendment to be enclosed.



**PROFORMA OF LETTER OF UNDERTAKING
(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATEVALUE)**

(To be executed by the Holding Company duly supported by Board Resolution and submitted by the Bidder along with the Techno-Commercial Bid, Applicable to the Bidder for meeting the stipulated Financial Qualifying Requirement as per Clause 5.2.5 of SPC)

Ref. :

Date:

To

AGM (PUR), NTPC Limited,
SSC, ER-II, Talcher Kaniha PO- Deepsikha, District- Angul
Odisha - 759147

Dear Sirs,

- 1.0 We, M/s..... declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.M/s. (Name of the Bidder) proposes to submit the bid for the (Name of the package) for (Name of the Project) under bid reference no. dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 8.2 (a) of IFB.

- 2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s. (Name of the Bidder), in case they are awarded the Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by Employer.



(INTEGRITY PACT)

(To be submitted in separate sealed envelope/duly filled Soft copy along with the Bid)

Between

NTPC LIMITED (hereinafter referred to as “The Employer”)

and

..... (hereinafter referred to as “The Bidder/Contractor“)

(hereinafter referred to as "The Bidder/ Contractor")

** Bidder to strike out whichever is not applicable*

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract agreement for the **Procurement of 732 (Seven Hundred Thirty-Two) nos. of BOBRNHSM1 wagons along with 12 (Twelve) nos. of BVCM for coal supply** with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.
 - c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

- b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/ Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

- 1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
- 2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.

3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

SECTION 4 Compensation for Damages including Forfeiture of Earnest Money Deposit /Security Deposit / Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees and Advance Bank Guarantee(s) in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

- 1 The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors

- 1 The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the Employer or a person authorized by him.
- 3 The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
- 4 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer
- 6 The Monitor will submit a written report to CMD of the Employer or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of NTPC Board.

8 If the Monitor has reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9 The word "Monitor" will include Singular or Plural.

Section 8 Pact Duration

1 This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section-9 Miscellaneous Provisions

1 This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.

2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

4. If the Contractor is a JV Partnership / Consortium / Associate, this agreement must be signed by all the partners of JV / Consortium Partners / Associates as the case may be.

The Parties hereby sign this Integrity Pact aton this day of.....20.....

Employer

Bidder/ Contractor

Witness

Witness

1. _____

1. _____

2. _____

2. _____