



**NORTH WESTEREN KARNATAKA ROAD TRANSPORT
CORPORATION**

CENTRAL OFFICE, GOKUL ROAD, HUBBALLI-580030

Short Term Tender documents two cover system

TENDER NO: T-42, NWKRTC/2026-27/IND0211/CALL-2

DATE: 22/06/2026

Tender for the supply of 80 Nos. of new BS-VI fully built Type-II NDX Double Door Buses, built on 5334mm to 5340mm WB chassis required for North Western Karnataka Road Transport Corporation (NWKRTC).

The Tender shall be submitted through e-procurement portal of Government of Karnataka (<http://kppp.karnataka.gov.in>). Vendors need to register in the e-procurement portal to submit their bids online. The tender documents can be viewed free of cost from the e-Procurement Portal.

The Tender is invited as per the provisions of the Karnataka Transparency in Public Procurement act-1999 in two cover system i.e., Pre-qualification (Technical) offer and Commercial offer separately.

Through e-Procurement Portal, Government of Karnataka
<http://kppp.karnataka.gov.in>

Tender Inviting Authority:

Chief Mechanical Engineer,

NWKRTC, Central Office,

Mechanical Engineering Department,

Gokul Road, Divisional Workshop Premises,
Hubballi-580030

e-mail: cme.nwkrctc@karnataka.gov.in / cmenwkrctc2025@gmail.com

(Ph. No. 7760993225)

Tender Schedule

1) Tender Reference No. & date.	T-42 NWKRTC/2026-27/IND0211/CALL-2 DATE: 22/06/2026
2) Date & time & Venue of Pre-bid meeting	25/06/2026 @ 11.30 Hrs. At the Chief Mechanical Engineer's office of NWKRTC, Central Offices, Divisional Workshop Premises, Gokul Road, Hubballi-580 030.
3) Last date and time for submission of Tender in e-portal	Dated: 30/06/2026 @ 17.30 Hrs.
4) Date & time of Opening of Technical bids (Prequalification Bids)	Dated: 02/07/2026 @ 10.30 Hrs.
5) Date & time of Opening of Financial Bid.	Dated: 04/07/2026 @ 11.30 Hrs.
6) Place of Opening of Tenders	Mechanical Engineering Dept, NWKRTC, Central Office, Gokul Road, Divisional Workshop premises, Hubballi-580030

(Please Note: In case of any additions, deletions or modifications to the terms and conditions, specifications or drawings related to this tender or extension in the scheduled dates, the same will be published in the e-portal through addendum or corrigendum. The bidders are requested to regularly visit the Karnataka Public Procurement Portal to update themselves about the changes made to the tender documents before submitting their bid against this tender.)

- i) The tenders will be opened on the due date & time at the office of the The Chief Mechanical Engineer, NWKRTC, Central Offices, Gokul Road, Divisional Workshop, Hubballi-580030.
- ii) The tenderers or their representatives may be present on the date, time and place of opening of tenders on respective dates.
- iii) If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day.

TENDERS FOR

Supply of 80 Nos. new BS-VI fully built Double Door (Double Door) 5334mm to 5340mm WB buses to North Western Karnataka Road Transport Corporation (NWKRTC)

SECTION-I.

INVITATION FOR TENDERS (IFT)

IFT No.: Tender No: **T-42 NWKRTC/2026-27/IND0211/CALL-2** Dated: 22/06/2026.

1. NWKRTC (Purchaser) invites tenders from eligible tenderers for the supply of fully built buses fitted with BS-VI norm engines hereinafter referred as goods.
2. The tenderers may submit tenders for any or all of the goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents (and additional copies) are available in the e-procurement portal <https://eproc.karnataka.gov.in>
4. Tenders must be accompanied by Earnest Money Deposit (EMD) in the form and amount specified in the tender document. **The validity of EMD for the period of 45 days beyond the validity of tender.**
5. Tenders must be submitted through e-procurement portal only within the due date: **30/06/2026** and time up to 17.30 hrs or as amended if any.
6. Other details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS**TABLE OF CLAUSES**

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SECTION II: INSTRUCTION TO TENDERERS**A. Introduction****1. Eligible Tenderers**

- 1.1. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

- 2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender and NWKRTC, herein after referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents**3. Contents of Tender Documents**

- 3.1. The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation of the tender, the tender documents include:

A	Instruction to Tenderers (ITT)	Section II
B	General Conditions of Contract (GCC)	Section III
C	Special Conditions of Contract (SCC)	Section IV
D	Schedule of Requirements	Section V
E	Technical Specifications	Section VI
F	Qualification Criteria	Section VII
G	Tender Form	Section VIII
H	Earnest Money Deposit	Section IX
I	Contract Form	Section X
J	Performance Security Bank Guarantee Form	Section XI
K	Proforma regarding performance statement for the last three years	Section XII
L	Manufacturers Authorization Form	Section XIII
M	Proforma for equipment and Quality Control employed by the Manufacturer	Section XIV
N	Chartered Accountant Certificate	Section XV
O	Format of Power of Attorney	Section XVI
P	Declaration-I, Lowest price	Section XVII
Q	Guidelines and Declaration (Declaration-II), regarding land border sharing	Section XVIII
R	Declaration-III, adherence to terms and conditions	Section XIX
S	Declaration-IV, towards submission of type approval	Section XX
T	Fuel performance guarantee undertaking	Section XXI
U	Adherence to environmental management system	Section XXII
V	Anti Black Listing Certificate (Declaration-V)	Section XXIII
w	Lubricants & DEF Commercially availability Guarantee Undertaking (Declaration-VI)	Section XXIV

- 3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information as at clause No: 3.1 required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4. Clarification of Tender Documents

- 4.1. A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing /email at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives before the Pre-bid meeting date. The Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.

5. Amendment of Tender Documents:

- 5.1. At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 5.2. The amendment to the tender documents, if any, will be notified in the e-procurement portal. The Tender Inviting Authority reserves the right to extend the date for submission of tender, opening of pre-qualification and commercial bids.
- 5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

- 6.1. The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

- 7.1. The tender prepared by the Tenderer shall comprise the following components:
- (a) The Tender Form completed in accordance with ITT Clauses 8, 9 and 10;
 - (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
 - (d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

- 8.1. The Tenderer shall complete the Tender Form furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity.

9. Tender Prices

- 9.1 The Tenderer shall indicate end rates per accounting unit (in the Price Schedule of the e-procurement portal) for the goods it proposes to supply under the Contract. The Prices should be for destination basis. The discount, packing, forwarding, freight charges, insurance, door delivery and unloading Charges at the purchaser premises and other incidental charges should be included in the basic rate. The end rate inclusive of all taxes (IN INDIAN RUPEES) shall be uploaded by the bidder in the e-procurement portal.

However, tenderers shall quote for the complete requirement of goods and services specified on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

- 9.2 Prices indicated on the Price Schedule shall include the following:

- (i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties, Goods and Service Tax (GST), sales and other taxes already paid or payable
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

- 9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

- 9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

- 10.1. Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1. Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2. The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:
 - (a) that, in case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods manufacturers or producer to supply the goods in India.

- (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in **Section VII**. To this end, all tenders submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in **Section XII**);

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

- 12.1. Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.
- 12.2. The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods
 - (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.3. For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit (EMD)

- 13.1. Pursuant to ITT Clause 7, the Tenderer shall furnish the EMD amount in the e-Portal as part of its tender as specified in Section-V - Schedule of Requirements.
- 13.2. The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3. The earnest money deposit shall be denominated in Indian Rupees and shall:
 - (a) at the tenderer's option, be in the form as specified in the Section V- Schedule of Requirements
 - (b) not carry interest
- 13.4. Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.5. Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6. The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7. The tender security (EMD) may be forfeited:

- (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22; or
- (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 30; or
 - (ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders for acceptance of offers.

- 14.1. Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 14.2. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

- 15.1 The Tenders shall be prepared as per the clause 7 of ITT and submit through e-procurement portal only.

D. Submission of Tenders

16. Sealing and Marking of Tenders

Para Nos: 16.1 to 16.5 of Para No: 16 of KG-2 is not applicable. Hence amended as below,

- 16.1 The tenderers need to register themselves in the e-procurement portal and submit the tenders through e-procurement portal (<http://kppp.karnataka.gov.in>). The tender documents can be viewed and downloaded free of cost in the e-procurement portal.
- 16.2 The Tender is invited as per the provisions of the Karnataka Transparency in Public Procurement act-1999 in two cover system i.e., Pre-qualification (Technical) offer and Commercial offer separately. The following documents are available in the Tender document.
- 16.3 In the first cover Pre-qualification details as specified in the Section -VIII should be filled, sealed and signed and the same should be uploaded.
- 16.4 The Tenderers shall pay the tender processing fee and Earnest Money Deposit through any of the following e-payment modes. The details are available at the end of this document.
 - a) Credit Card
 - b) Debit Card
 - c) National Electronic Fund Transfer (NEFT)
 - d) Over the Counter (OTC) (ICICI Bank)
 - e) **e_Bank Guarantee**
- 16.5 The necessary pre-qualification documents shall be filled, sealed, signed scanned and attached along with Section – VIII tender form. The Pre-Qualification offer without attachment of scanned image will be disqualified. The uploaded documents should be legible enough.

- 16.6 i) The Tenderer shall upload in the e-procurement portal certificate of approval of chassis/fully built buses. Declaration-I, Declaration-II, Declaration-III, Declaration-IV, Authorization form, Certificate of Registration/Certificate of Incorporation. CA Certificate (Verification certificate from the Chartered Accountant) Audited Statement of Accounts i.e., Profit and Loss Account & Balance Sheets for the two years out of five years, Annual/monthly GST returns acknowledged by the concerned Commercial Tax Officer for the two years out of five years, previous supply details, Power of Attorney, Fuel Performance guarantee undertaking, Anti-Blacklisting certificate, adherence to environmental management system, compliance to technical specifications etc in support of prequalification. The documents (wherever applicable) should be completed in all respects (duly filled, sealed and signed) should be uploaded.
- ii) In case the audited statement of the company is in the form of published annual report, which runs into pages, the pages of only manufacturing or trading, profit and loss account and balance sheets shall be scanned and attached.
- 16.7 The Commercial details as specified in the Tender (e-Portal) shall be filled in the same format which shall be encrypted using the digital signature certificate of the Tenderer. The End rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer uploaded through e-procurement portal will be considered for evaluation. Uploading of commercial offer along with the pre-qualification offer lead to the disqualification of the firm.

17. Deadline for Submission of Tenders

- 17.1 Tenders must be submitted through e-procurement portal before the time and date specified in the Invitation for Tenders (Section I).
- 17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

Sub Para No:18.1 of Para No:18 of KG-2 is not applicable. Hence amended as below,

- 18.1 The tender through e-procurement portal will be closed after the time and date specified in the Invitation for Tenders (Section I).

19. Modification and Withdrawal of Tenders

Sub Para No:19.1 to 19.4 of Para No:19 of KG-2 is not applicable and amended as below:

19.1 After the deadline for the submission of the tender, if any tenderer withdraws their tender in view of wrong quote in the e-procurement portal (OR) claim any modifications on their offered basic rates i.e., inclusive of discount, packing, forwarding, freight charges, insurance and other incidental charges (other than variations in statutory levies due to Govt. policy), will result in the forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7 besides BARRING THE TENDERER FOR TWO FUTURE TENDER CYCLES.

E.Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

Sub Para No:20.1 to 20.4 of Para No:20 of KG-2 is not applicable and amended as below:

- 20.1 The Purchaser or representative can open the tender in the Karnataka Public Procurement Portal at the designated place and scheduled date and time. The Tenderers or their representatives can also attend the opening of the tenders.

21. Clarification of Tenders

- 21.1. During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

- 22.1. The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents without proper authorization from the manufacturer as per Section - XIII, shall be treated as non-responsive.
- 22.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- 22.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 22.3. The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer.
- 22.4. Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5. If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

- 23.1. The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for the schedule. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to offer discounts for the schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender offering the lowest evaluated cost for the Purchaser in deciding award for the schedule.

23.2— Clause 23.2 & 23.2 (a) is not applicable. Hence deleted

- 23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Exfactory /ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well

as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) delivery schedule offered in the tender;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts and service;
- (e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
- (f) the projected operating and maintenance costs during the life of the equipment; and
- (g) the performance and productivity of the equipment offered.

23.4— Clause 23.4 and it's sub clause (a) to (g) are not applicable. Hence deleted.

24. Contacting the Purchaser

- 24.1. Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing/email.
- 24.2. Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post Qualification

Sub para Nos: 25.1 to 25.3 of Para No:25 of KG-2 is not applicable and amended to read as follows:

25. Pre qualification

Commercial bids of the tenderers who fulfill the Prequalification criteria will only be opened.

26. Award Criteria

- 26.1. Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

- 27.1. The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

- 28.1. The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected

Tenderer or Tenderers.

29. Notification of Award

- 29.1. Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or email, that its tender has been accepted.
- 29.2. The notification of award will constitute the formation of the Contract.
- 29.3. Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 29.4. If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing/email to the unsuccessful Tenderer.

30. Signing of Contract

- 30.1. At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2. Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

- 31.1. Within 21 days of the receipt of notification of award (Letter of Intent- LOI) from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 31.2. Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser shall call for new tenders.

32. Corrupt or Fraudulent Practices

- 32.1. “ **Corrupt Practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.
- 32.2. “**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive purchaser of the benefits of free and open competition.
- 32.3. Tenderers/ Suppliers / Contractors shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 32.4. Tenderers /Suppliers/ Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 32.5. Tenderers /Suppliers/Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

- 32.6. In such cases, the Tender Inviting Authority will reject a proposal for award if it determines that the Tenderers/ Suppliers/Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

32.7. **Debarment of Tenderers:**

The purchaser/procurement entity may debar tenderers for a period not exceeding three years from participation in its tenders following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention”.

Furthermore, Tenderers / Suppliers/ Contractors shall be aware of the provision stated below:

The Tenderers / Suppliers / Contractors shall permit the NWKRTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by NWKRTC, if so required.

NWKRTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Suppliers / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NWKRTC.

Termination for Default

NWKRTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

If the Tenderers / Suppliers / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by NWKRTC or If the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract.

32.8. **Tenderers of certain countries which share land borders with India:**

Tenderers shall note the restrictions of Public Procurements for such country who share land borders with India as per GO No. FD 455 EXP 12/20, Bengaluru Dtd.25.8.2020 mentioned in Section XVIII and shall upload declaration compliance certificate as per format provided in Section XVIII.

SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. "The Goods" means all the fully built buses, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- h. "The Purchaser's country" is the country named in SCC.
- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "The Government" means the Government of Karnataka State.
- k. "The Project Site", where applicable, means the place or places named in SCC.
- l. "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

- 4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3. Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4. The supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required.

5. Patent Rights

- 5.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1. Within 21 days of receipt of the notification of contract award (Letter of Intent-LOI), the Supplier shall furnish Performance Security in the form of Bank Guarantee issued by any Nationalized/Commercial Scheduled Banks to the Purchaser for an amount of 5% of the Contract Value, covering performance obligations including Warranty obligations and valid up to 42 months from the date of the delivery of the last goods commissioned as per the contracted delivery schedule mentioned in the Section V.
- 6.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- Sub Para (a), (b) & (c) of Para No:6.3 is not applicable and amended to read as below:
- 6.3. The Performance Security shall be denominated in Indian Rupees.
- 6.4. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than **60 days** following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 6.5. In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 06 months after the completion of performance obligations including Warranty obligations.
- 6.6. The supplier has to furnish a separate performance security in the form of Bank Guarantee for a total value of Rs.40.00 Lakhs to cover the warranty period of 5 years of Exhaust After Treatment System (EATS) before expiry of warranty period of 36 months of goods supplied against this contract.
- 6.7. The performance security in the form of Bank Guarantee for fully built buses be submitted by the successful tenderer.

7. Inspections and Tests

- 7.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2. The inspections and tests will be conducted in the premises of the Supplier or its sub contractor(s), at different stages of construction of bus bodies including the chassis and at the Goods final destination. If conducted on the premises of the Supplier or its Authorised Bus Builder(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival at **NWKRTC, Regional Workshops, Hubballi** shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5. Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6. Manuals and Drawings

- 7.6.1. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2. The manuals and drawings shall be in the English language and in such form and numbers as stated in the contract.
- 7.6.3. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

Para 8 and sub paras of KG-2 amended to read as follows:

- 8.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

9. Delivery and Documents

- 9.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

- 10.1. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

- 11.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Incidental Services

- 12.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - b. Furnishing of tools required for assembly and/or maintenance of the supplied goods.
 - c. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;
 - e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods. The details are enclosed in the Annexure-I.

~~12.2.~~ This clause of KG-2 document is not applicable. Hence deleted.

13. Spare Parts

- 13.1. As specified in the SCC, The Supplier to be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b) In the event of termination of production of the spare parts:
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if requested.
 - c) The Supplier shall carry sufficient inventories to assure ex-stock supply of spare, aggregates and lubricants. Spare parts and components shall be supplied as promptly as possible but in any case maximum 2 weeks of placement of order.
 - d) The purchaser shall be at liberty to use such materials as per industry standards, required for the maintenance and repair of buses supplied under this contract including during the warranty period. However the supplier shall promptly share the specifications/standards/grades for the materials to the Purchaser.
- 13.2. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case maximum 2 weeks of placement of order.

Additional information required. Hence 13.3 added

- 13.3. The successful Tenderer should participate in the tenders to be floated by NWKRTC/KSRTC in future for supply of spare parts.

14. Warranty

- 14.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of NWKRTC, Regional Workshops, Hubballi.
- 14.2. This warranty shall remain valid for **36 months** after the Goods or any portion thereof as the case may be, have been commissioned after registration with the concerned Government Authorities. EATS shall cover a warranty of **five years**. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carryout further performance tests in accordance with SCC Clause 2; OR
 - (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual obligations. Therate of these liquidated damages shall be as specified in the SCC.
- 14.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Clause No: 14.4 & 14.5 of KG-2 is deleted and the terms and conditions furnished in the SCC be Adhered in this regard.

15. Payment

- 15.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.
- 15.3. Payments shall be made promptly by the Purchaser but in no case later than **sixty (60) days** after the receipt and acceptance of the goods along with the Invoices at the Purchaser destination mentioned in SCC.
- 15.4. Payment shall be made in Indian Rupees.

16. Price Variation

Said clause KG-2 be amended to read as below,

- 16.1. Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract. The supplier shall not be entitled to claim any enhancement whatsoever in the agreed price on account of any rise in cost of raw materials or labour or due to whatsoever reasons caused during the tenure of the contract period. In the event of lower rate quoted by the tenderer to any of the STUs or any customer in the country in the next one year, the same should be extended to the purchaser also.
- 16.2. All Government Taxes/Levies, as applicable, on the date of invoicing of the goods shall be payable to the Supplier Notwithstanding any stipulation in contract for increase in price on any other ground, no such increase in Government taxes / levies etc which takes place after delivery date stipulated in the contract shall be admissible on such of the said goods as are delivered after the said date.
- 16.3. Purchaser shall be entitled to benefit of any decrease in price on account of reduction in statutory levies, GST, Custom Duty, Excise Duty, Sales/ Trade Tax/ VAT, Service Tax and duties or on account of any other ground which takes place during the currency of the contract and/ or after expiry of the delivery date stipulated in contract. Supplier shall allow said benefit in his bills and in absence thereof shall certify that no decrease in price on account of any of these factors has taken place.
- 16.4. For supply of goods made beyond the Contracted delivery schedule, if the delay is not on account of the Purchaser, any additional taxes and duties beyond those prevailing at the scheduled delivery time as per the contracted Delivery Schedule shall be to the account of the Supplier. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted delivery schedule.
- 16.5. Notwithstanding above, In case of the reasons for delay in the delivery of buses are attributable to the supplier, any downward revision in the statutory levies shall be payable as per actual.

17. Change Orders

- 17.1. The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipping or packing;
 - iii. the place of delivery; and/or
 - iv. the Services to be provided by the Supplier.
- 17.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

- 18.1. Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

- 19.1. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

- 20.1. The Supplier shall notify the Purchaser in writing of all sub contracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.
- 20.2. Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

- 21.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 21.2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damage

22. Liquidated Damages: (Delay Penalty)

- 22.1. Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

- 23.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
 - b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - c) if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent

practices in competing (as defined in Clause-32 of ITT) for or in executing the Contract.

- 23.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

Para 24 from 24.1 to 24.3 sub paras of KG-2 amended to read as follows,

- 24.1. "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural epidemic, disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not)), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.
- 24.2. However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organization of the supplier shall not be considered for such failures".
- 24.3. During the existence of any of the above conditions, the supplier shall be excused from delivering the products to the buyer and the buyer shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from the supplier, on receipt of the suppliers notice of readiness to resume performance.
- 24.4. Similarly, the buyer shall be at liberty to refuse to accept the supplies from the supplier and the supplier shall be at liberty to sell the product elsewhere during the period (when the buyer is unable to receive the supplies from the Supplier), but the supplier shall again resume supplies on receipt of the buyer's notice of readiness to resume acceptance.
- 24.5. As soon as the cause of Force Majeure has been removed, the Party (buyer or supplier) whose ability to perform its obligations has been affected shall notify the other of such cessation immediately and resume supply/ service.

25. Termination for Insolvency

- 25.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

- 26.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3. Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,

a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1. The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or email to the other Party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Added to the KG-2 Document

The Tenderer should ensure that all the relevant pages of supporting documents are attested by the Authorised signatory of the firm.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES

Item No.	Topic
1	Definitions (GCC Clause 1)
2	Inspection and Tests (GCC Clause 7)
3	Delivery and Documents (GCC Clause 9)
4	Incidental Services (GCC Clause 12)
5	Billing and Payment (GCC Clause 15)
6	Delay in the rectification of defects in the supplied goods
7	Settlement of Disputes (GCC Clause 27)
8	Notices (GCC Clause 31)
9	Progress of Supply
10	Right to use defective equipment
11	Supplier Integrity
12	Supplier's Obligation
13	Patent Rights
14	Other Conditions
15	Contract

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses:

IMPORTANT NOTE TO THE BIDDERS

In view of the modification in the e-Procurement portal by the Government of Karnataka the tenderers should invariably quote the following parameters in the e-procurement portal while uploading the commercial bid. Failing which their offer will not be considered for commercial evaluation.

- a) Basic rate
- b) GST
- c) End Rate

The Brand name, production and supply capacity, Lead time required should be mentioned in the prescribed format.

1. Definitions (GCC Clause 1)

- (a) North Western Karnataka Road Transport Corporation (NWKRTC)- (Managing Director/ Chief Mechanical Engineer, NWKRTC, Central Office, Gokul Road, Hubballi-580030) email: cme.nwkrctc@karnataka.gov.in (construed as Purchaser)
- (b) The Supplier is the successful bidder

2. Inspection and Tests (GCC Clause 7)

- 2.1. Goods offered against this contract have to be offered for the inspection by the supplier to the Purchaser or its representative of the Purchaser as below.

Fully built buses: The inspection of buses shall be carried out as per the tender specifications in the following stages:

Stage1: The chassis shall be offered for inspection before taking up for the Construction of bus body

Stage 2: The structure shall be offered for inspection before taking up for paneling work.

Stage 3: The vehicle shall be offered for inspection after completion of paneling before final Finishing.

Stage 4: The completed bus shall be offered for pre-delivery inspection.

Stage 5: The final inspection shall be done at NWKRTC, Regional Workshops, Hubballi-580030.

If at any stage Chassis/fully built buses are not conforming to the Tender specification, the purchaser has the right to reject or ask the supplier to make alterations to meet the specification requirements.

- 2.2. The required facilities shall be provided by the supplier for conducting Stage-wise inspection of fully

built buses at their workshops or at the works of their Sub Contractor's works to the purchaser's representative. Intimation for the deputation of purchaser's representative shall be given 3 days in advance for conducting stage wise inspection. However, this shall not absolve the supplier responsibility as regard to the quality of materials used, workmanship and durability of the fully built buses.

- 2.3. The supplier should bear the travel expenditure of purchaser's technical team for stage wise inspection of chassis, fully built buses at their works if their works/plant is located outside Karnataka state.
- 2.4. The joint inspection consisting of supplier, supplier's authorized bus body builders and purchaser's representative be done for fully built buses. Inspection of chassis of fully built buses be done at the works of authorized bus body builders.
- 2.5. The Supplier (OEM of fully built bus manufacturers) is responsible for performance of bus bodies in case of fully built buses.

3. Delivery and Documents (GCC Clause 9)

- 3.1. The final goods shall be delivered at the Purchaser's final destination i.e NWKRTC, Regional Workshops, Hubballi-580030. Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by letter or email the full details of the shipment including contact number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall submit the following documents to the purchaser with a copy to the insurance company:
 - i. Three Copies of the Supplier invoice showing contact number, goods' description, quantity, unit price, total amount;
 - ii. Railway receipt/acknowledgment of receipt of goods from the consignee(s) if any
 - iii. Insurance Certificate;
 - iv. Manufacturer's/Supplier's warranty certificate;
 - v. Inspection Certificate issued by the inspection team and the Supplier's factory inspection report; and
 - vi. Suppliers shall ensure that the fully built buses supplied shall meet all the requirements of the registration. If any documents required for the registration of the buses, the same should be furnished by the suppliers.
- 3.2. The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

- 4.1. The supplier has to provide diagnostic **Tech Tool/Laptop/Tab** etc., including connector cords, plug etc., along with updated software. Hardware should be compatible with the Software and the software shall be with life time up gradation support to identify and troubleshoot the defects/maintenance related issues. The said tools shall be supplied before completion of delivery of the supply of last bus out of the ordered quantity failing which the last bus will not be accepted by purchaser.

a) For 80 Nos. fully built buses : 04 Set

4.2. Guarantee on fuel performance:

4.2.1. The Supplier shall be responsible for guarantee on fuel (HSD) performance for the fully built Double Door buses supplied under this Contract for the warranty period. Method of calculation of fuel performance i.e. High Speed Diesel Kilometre per Litre (HSD KMPL) is as below:

- a) The Corporation average target KMPL fixed for the BS-VI Fully Built Buses (Goods) being procured against this tender for the warranty period is **5.20**.
- b) The KMPL achieved by the buses which are less than the targeted KMPL are referred as low KMPL buses and details of such low KMPL buses will be communicated to OEM periodically i.e. 15th of every month by the respective Divisions/ Central Offices for the purpose of improving the fuel performance.
- c) The Tenderer should attend to low KMPL vehicles and ensure that these vehicles achieve the stipulated targeted HSD KMPL during the warranty period from the date of commissioning of the buses as part of this fuel Performance Guarantee clause.
- d) If the cumulative HSD KMPL performance of all the buses of the corporation (Corporation average KMPL of all buses supplied under this PO), for the entire warranty period of Corporation when calculated is less by 2% or more compared to the Targeted HSD KMPL, the Corporation will have the right to invoke the "Guarantee on fuel performance clause" to recover the cost of excess consumption of HSD due to low fuel performance during the warranty period from the Security Deposit or from any pending amount with the Corporation.
- e) Average Cost of HSD during the Warranty period will be considered for calculating the additional cost incurred due to excess consumption of HSD in cases where KMPL performance is less by 2% or more.
- f) Based on the above procedure, the NWKRTC Central Offices will work out the HSD KMPL performance of all the buses supplied under this Purchase Order, three months after the completion of the warranty period and calculate the excess consumption of HSD in ltrs. due to shortfall in KMPL, the cost incurred thereof in INR and intimate to the firm.

g. **Example** for calculating excess diesel consumption cost is as below:

S.No	Vehicle No.	DoC	Warranty Period end Date	Kms Covered During Warranty	Diesel Consumed During Warranty	KMPL
1	X1	30.4.2023	30.4.2026	3,00,000	55,000	5.45
2	X2	30.5.2023	31.5.2026	3,70,000	74,000	5.00
3	X3	15.5.2023	31.5.2026	3,50,000	75,000	4.66
Total				10,20,000	2,04,000	5.00 (Avg. Achieved)

Calculation Methodology:

Target KMPL (as target decided mutually) : 5.30

Permitted KMPL : 5.194 (2% less of target KMPL)

Actual KMPL (average of all buses up to their warranty period) : 5.00

Excess HSD Consumed : (KM/Actual KMPL)-(KM/Permitted KMPL)

Average HSD Price : Average HSD price during entire warranty period as furnished by COSP NWKRTC

Recovery Amount : Excess HSD Consumed * Average HSD Price

- 4.3. **Trial Operation:** As per practice and Government directions trial run of new type of fully built buses is required to be conducted. The trial run will be conducted as below:
- Fully built Double Door buses -10 No's out of 80 No's fully built Double Door buses.
 - Above buses will be put on trial run for a period of 30 days from the date of induction of buses.
 - The performance of the trial run will be jointly evaluated by the Technical Committee and the representative of OEM/ successful Bidder.
 - After evaluation of the trial run, clearance will be given for delivery of balance quantity of fully built Double Door buses subject to satisfactory performance of trial run. If the performance of these vehicles is not satisfactory, the balance tender quantity will be cancelled. Successful Tenderer will have no right to claim towards cancellation of the said balance quantity".

4.4. **Delay in the rectification of defects in the supplied goods (GCC Clause 14):**

During the warranty period, in-case of defects developed in the systems/aggregates/assemblies/sub-assemblies of the chassis/bus body/fully built buses, the supplier has to arrange for rectification of the same as below:

- Within 7 working days for major repairs from the date of intimation through email. Major repairs refer to repair/replacement of major systems/aggregates/assemblies/sub-assemblies namely Chassis, Engine, Clutch, Gearbox, EATS, Wiring harness, Rear axle, FDSS.
- Within 3 working days for minor repairs from the date of intimation through email. Minor repairs refer to repair/replacement of minor systems/assemblies/aggregates/ sub-assemblies other than mentioned in the major repairs.
- For fully built buses, bus body related any repair or replacement of items covered under warranty shall be attended within 5 days from the date of intimation through email/letter.
- Over and above the stipulated period, the amount worked out on averaged fixed cost per kilometer for the preceding 06 months x vehicle utilization of the respective Division will be recovered from the performance security/payable bills or any pending amount payable to the bidder / supplier.

The supplier has to generate service report with respect to such rectification, recording details of the intimation received, work attended, work completion dates, with joint signatures of both purchaser and supplier representatives

5. Billing and Payment (GCC Clause 15)

This clause as per KG-2 is amended to read as below,

- 5.1 The goods offered for the supply against this contract shall be billed as below.

Fully built buses: The successful Tenderers should raise bills for fully built buses. The bills shall be preferred in the name of the Managing Director, NWKRTC and payments will be released to the supplier.

- 5.2 The triplicate copies of above Invoices should be sent along with the consignment.

- 5.3 Payment will be made within **60** working days from the date of receipt and acceptance of fully built buses at NWKRTC, Regional Workshops Hubballi-580030 or submission of invoice or claim by the supplier whichever is later.

- 5.4 Payment shall be made in Indian National Rupees.

- 5.5 Prompt Payment discount may be considered on mutual consent.

6. **Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the 12Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at **Hubli-Dharwad** Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.
- (d) **For the settlement of disputes jurisdiction of civil court will be Hubli-Dharwad Karnatak only.**

7. **Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Managing Director/Chief Mechanical Engineer, NWKRTC Central Office, Gokul Road, Hubballi- 580030) email: cme.nwrtc@karnataka.gov.in (construed as Purchaser)

Supplier: (To be filled in at the time of Contract signature)

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.....
.....

8. **Progress of Supply:**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
 - Quantity accepted/rejected by inspecting agency and date;
 - Quantity dispatched/delivered to consignees and date;
 - Quantity where incidental services have been satisfactorily completed with date;
 - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
 - Date of completion of entire Contract including incidental services, if any; and
 - Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

9. **Right to use defective equipment:**

If after delivery, acceptance and installation and within the warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. **Supplier Integrity:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. **Supplier's Obligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or Authorised Bus Body Builder's personnel and will hold itself responsible for any misdemeanors. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. **Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

13. **Other Conditions:**

Added to the KG-2 Documents

- a) Maintenance schedule of buses be furnished by the supplier to the respective depots of the Corporation which is duly signed by both the parties and should extend support in implementation of the same at the depot level free of cost.
- b) A soft copy of maintenance schedule of buses be furnished by the supplier to the respective depots of the Corporation which is duly signed by both the parties and should extend support in implementation of the same at the depot level free of cost.
- c) Supplier should provide service support 24 x 7 for Breakdown of buses during the entire warranty period through their Work Shops/Authorised Dealers/Channel Partners.
- d) Training and Information: The successful Bidder should provide following mandatory training free of charge to NWRTC Staff, to ensure proper maintainance and operation of fully built buses proposed to be procure under this tender. The bidder should keep the record of these trainings sessions and submit them to the NWKRTC Central Office, failure to submit proper records within

specified time may result in the forfeiture of the security deposit. Training provision is mandatory requirement for the bidder.

Staff	Expected Training Details
Drivers	<ul style="list-style-type: none"> • Per Bus; 5 Drivers / Minimum 30 Drivers. Per depot whichever is more. • Practical on road driving training should be provided on BS VI engine buses. • Training to be given at each Division / Depot where the buses are allotted. • Separate schedule will be given by the central office. • Type of Training - Drive the vehicle smoothly, efficiently, economically, with tips to avoid Break Down and accident. Increase KMPL of buses with special focus on BS VI technology, OBD, use of sensors, and fault codes. • Duration- 1 Day. • Venue- Regional Training Centers, of NWKRTC with a maximum of 20 Drivers per batch.
Driver Trainer's Training	<ul style="list-style-type: none"> • 5 Trainers per division, with an additional 8 Trainers as required by NWKRTC. • Training Focus- How to teach Drivers to drive smoothly and efficiently, avoid breakdowns and accidents, improve KMPL, and understand BS VI technology, fault codes, and auto regeneration Lymph mode etc. • Practical on road driving training on BS VI engine buses. • Duration- 2 Days • Frequency - One Training program per year (5/6 days). • Venue – Regional Training Centers, of NWKRTC,
Mechanics	<ul style="list-style-type: none"> • Depot Training in all depot where buses are allotted. • Duration – 1 Day • Minimum 3 Training program per year, Total 9 training program over 3 years. • Focus: Daily routine maintenance, fault finding using laptops and diagnostic tool, maintenance of chassis to maintain BS VI standards, OBD, body building drawings, other essential training. • Divisional Workshop Training in all divisions where buses are allotted. • Minimum of 3 Training program per year . Total 9 training program over 3 years. • Focus: Overhauling of various assemblies, aggregates, fault finding, chassis maintenance to maintain BS VI standard, OBD, Body building Drawings and other essential training. • Venue – Regional Training Centers, of NWKRTC,
Supervisors/ Senior Mechanics	<ul style="list-style-type: none"> • Training as designed by the Bidder in consultation with NWKRTC, Central Office. • Minimum 6 Batches over 3 years as per NWKRTC's consent. • Focus ; Chassis, Body maintenance, BS VI Norms • Duration- As per Mutual Discussion. • Venue – Regional Training Centers, of NWKRTC,
Officers & Team	<ul style="list-style-type: none"> • Training designed by the bidder, with a minimum 3 batches in 3 years • Focus: Chassis and Body maintenance and Engine Construction for BS VI technology. • Venue – Manufacturers Training Center consultation with Central office, NWKRTC. • Maximum Participants - 20 per batch • Duration – 3 days per batch • Expenses should be borne by Bidder.

- e) Suppliers shall ensure that the fully built buses supplied shall meet all the requirements of the registration. If any documents required for the registration of the buses, the same should be furnished by the suppliers.
- f) Fully built buses shall be compliant to AIS-052, AIS-140 & AIS-153. The process of integration of AIS-140 for all these vehicles should be undertaken by the supplier with the existing system of the purchaser or Single point of contact may be provided for integration of VLT Device. The supplier shall ensure tracking of buses in their vendor website until successful integration with NWKRTC/GoK system. This shall be with no additional cost. The buses need to be tracked depot wise and separate login credentials be provided failing which an amount of Rs.15,000/- per vehicle will be withheld till the satisfactory completion of the said work.

In case purchaser's server is not ready the successful tenderer has to make temporary arrangements for tracking of buses till the completion of integration of the VLT devices to the server.

Purchaser will nominate a single point of contact and provide all documents (PAN, AADHAR, Photo, Filled up form etc.,) required for integration, purchaser portal server IP address PORTAL ID required for integration to be provided along with the LOA to complete the integration during trial phase.

- g) The supplier has to ensure that the buses supplied against this tender shall meet applicable rules/regulations, applicable laws including but not limited to the specifications of the tender. In the event of any changes/modifications/additions that could be made by the Ministry of Road Transport and Highways or by concerned certification agencies from time to time should be adopted by the fully built bus Manufacturers (supplier) or their authorized Bus body Builders.
- h) The Tender Accepting Authority at any time before passing an order of acceptance may reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial sources, accidents, calamities, or any other grounds which would render the procurement unnecessary or impossible without assigning any reasons for cancellation.
- i) Appeal: The Appellant Authority as per provision of KTPP Act of the Government of Karnataka. The conditional offers will not be considered.
- j) Obtaining of type approval certificate:
 - a) In case of Mofussil/Double Door Buses: The AIS-052 type approval certificate and extension certificate furnished by Corporation shall be considered. The AIS-052 type approval certificate furnished by the Corporation should be considered only for respective purchase order and should not be shared with others. Successful bidder has to obtain the AIS-052 extension for BS-VI chassis and AIS-153 certification by providing Prototype to the certifying agency and should be produced at the time of proto approval.
 - b) Design specified in the technical specification is of indicative any changes in concept design indicated in the specifications based on the AIS052 specification could be considered with due approval of CME NWKRTC. Successful tenderer or their Authorised body builder shall obtain AIS052 Certification for the respective chassis and bus body building.
- k) The fully built buses should conform to the CMVR/KMVR rules amended from time to time.
- l) The fully built bus manufacturer should provide technical support by deputing their technical staff to the depots and Divisions of the purchaser from where their buses are being operated. The supplier should train purchaser staff regarding the daily and periodical maintenance of their make/model chassis besides giving feed back to the purchaser.
- m) The Spare parts should be stocked near operating Depots of the purchaser and made available as and when required.
- n) Train and extend the technical support to the Depots & Divisions Staff of purchaser where these buses are operated, in respect of operation and maintenance of BS-VI buses at their own cost.

- o) Tenderer should furnish an unified email ID applicable to all NWKRTC Depots & Divisions for reporting the after sales issues viz., maintenance, service, warranty and claim.
- p) Battery fitted to the Chassis/fully built buses shall be of reputed make and manufactured within 6 months from the date of acceptance of fully built buses. The tenderer shall stand guarantee against any manufacturing defects during warranty period.
- q) Tyres fitted to the Chassis/fully built buses should be of reputed make and shall not be more than 6 months old from the date of acceptance of fully built buses. The tenderer shall stand guarantee against any manufacturing defects as per the tyre manufacturers Guarantee.
- r) Failure to abide by the terms and conditions specified in the purchase order or the terms of Tender warrants forfeiture of security deposit and black listing of the firm for a period of 01 to 03 years.
- s) Tenderer shall furnish true/correct information in tender form. In the event of furnishing incorrect information, NWKRTC reserves the right to black list the Tenderer for a period ranging from 01 year to 03 years besides forfeiture of EMD.
- s) RISK PURCHASE / PENAL CLAUSE: If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the defaulted supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.
- t) The fully built buses should meet the specifications as prescribed in the Tender. If the supplies do not conform to the specification and if the supplies are not effected as per mutually agreed delivery schedule, Corporation reserves the right to cancel the Purchase Order placed on the firm in part or whole.
- u) NWKRTC reserves the right to invoke the risk purchase clause and recovery of liquidated damages, in case the delivery of the chassis/fully built buses not effected as per the delivery schedule. The corporation also reserves the right to Black List such firms.
- v) Tenderer should indicate the number of fully built buses per month which can be delivered to NWKRTC.
- w) Sample approval: Prior approval should be obtained from NWKRTC for usage of bus body items like, seat fabrics and other bus body materials mentioned in Tender Specifications.
- x) Tenderer shall furnish true/correct information in the tender form. In the event of furnishing incorrect information, NWKRTC reserves the right to black list the tenderer for a period ranging from 01 year to 03 years besides forfeiture of EMD.
- y) The Conditional offers will not be considered.
- z) Sample approval: Prior approval should be obtained from purchaser for usage of bus body items like flooring, berth finish, seat or mattress fabric/rexine, LED lights, curtains, and other bus body materials mentioned in tender specifications.
- aa) The successful bidder should share the CAN data/parameters to NWKRTC as and when required.
- bb) Additional Condition for Lubricants and Adblue for vehicles: For all lubricants and DEF (AdBlue), only the brand and specifications shall be provided, and the specified lubricants must be available from at least two leading oil companies in India. For this Declaration-VI, LUBRICANTS & DEF COMMERCIALY AVAILABILITY GUARANTEE UNDERTAKING be submitted as enclosed in section XXIV.

14. Contract:

Additional conditions Added

- 14.1. The supplier should enter into an Agreement incorporating the terms and conditions of Tender/LOI on Karnataka Government Stamp Paper prescribed by the Government and should submit Bank Guarantee towards security deposit within 21 days from the date of issue of Letter of Intent. Payment towards supply of buses will not be released until the Bank Guarantee and Agreement are submitted.

SECTION V: SCHEDULE OF REQUIREMENTS

Tentative Delivery Schedule:

i) If the same make and model of vehicles exist at NWKRTC at the time of issue of Purchase Order (PO) then

1. T + 60 Days = 30 Vehicles
 2. T+90 Days = 50 Vehicles
- Total = 80 Vehicles (Where “T” is the date of Purchase order)

ii) For the newer model of buses tentative delivery schedule is as below,

S.No.	Timeline Timeline “T” is the date of Purchases Order	Delivery Schedule Quantity in Nos.
		Fully built BS-VI Double Door buses
1	T+45 Days	01 (Prototype)
2	T+60 days (Considering Trial Operation of 10 buses)	09
3	T+75 days Completion of trial run	
4	T+80 days Evaluation of result of trial run	
5	T+110	30
6	T+140	40
TOTAL		80

Earnest Money Deposit:

Earnest money deposit amount is **Rs. 32,00,000 (Rs. Thirty Two lakhs only)** shall be paid on line through any of the following e-payment modes to e-procurement portal.

- a) Credit Card
- b) Direct debit
- c) National Electronic Fund Transfer (NEFT)
- d) Over the Counter (OTC) (Axis Bank)
- e) **e_Bank Guarantee**

Delivery Schedule:

The successful Tenderers has to supply the ordered quantity as per the mutually agreed Delivery schedule furnished by NWKRTC or as per the revised delivery schedule if any, furnished by NWKRTC.

SECTION VI – TECHNICAL SPECIFICATION

Note: Technical Specifications and Drawings are enclosed as Annexure –I, Annexure-II and Annexure-III to this Section.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

I) Prequalification Condition for tenderer for fully built Double Door buses:**i) Chassis manufacturer:**

S.No	Conditions	Documents to be furnished
1	The Tenderer should be a registered chassis manufacturer.	Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act.
2	The Tenderer should have the approval for their model of chassis from any authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989.	Should produce a Copy of the Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 for chassis considered for fully built buses as offered in the Tender.
3	TURNOVER: The average annual financial turnover of the tenderer should be 150.00 Cr. during the last 3 preceding financial years. 2022-23, 2023-24 and 2024-25.	<p>a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the last three preceding financial years.</p> <p>b) The Tenderers should submit annual GST returns acknowledged by the Chartered Accountant along with the Pre-qualification offer for the last three preceding financial years.</p> <p>c) The Tenderers should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct.</p>
4	PAST EXPERIENCE: The Tenderer must have manufactured, tested, supplied the chassis upto at least 80% of the tendered quantity in any one of the last three financial years i.e. 64 Nos. (80% of 80). During 2022-23, 2023-24 and 2024-25	<p><u>To furnish the relevant documents for the following:</u></p> <p>i) Purchase Orders (PO) placed by: (Name & full address of the purchaser)</p> <p>ii) PO Number & date.</p> <p>iii) Description and quantity of goods ordered.</p> <p>iv) Value of the order.</p> <p>v) Purchase Order Copies</p>

ii) In case, the tenderer wishes entrust/subcontract the activity of bus body building, the tenderer shall furnish the details of minimum two bus body building firms and such firms shall meet the below mentioned pre-qualification criteria.

Prequalification of the sub contracting bus body builders of the Tenderers:

Sl. No.	Conditions	Documents to be furnished
1	Should be a registered Bus Body Builder.	Copy of the SSI or NSIC or MSME certificate or certificate of incorporation issued by registrar of companies indicating the business as a bus body builder.
2	Accreditation Certificate: Should have Accreditation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989.	Accreditation Certificate issued by the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules-1989
3	TURNOVER: Minimum annual turnover should be Rs.30.00 Cr. in at least any one financial year out of last Three financial years, 2022-23, 2023-24 and 2024-25	<p>a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the any one year out of last three financial years.</p> <p>b) The Tenderers should submit annual GST returns acknowledged by the Chartered Accountant along with the Pre-qualification offer for the any one financial year.</p> <p>c) The Tenderers should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct.</p>
4	PAST EXPERIENCE: The Bus Body Builder must have constructed, supplied buses at least upto 50% of the tendered quantity (i.e. upto 50% of buses proposed for procurement) of fully built buses in any one financial years out of last three financial years i.e. upto 40 Nos. (50% of 80 Nos) during the financial years 2022-23, 2023-24 and 2024-25	<p><u>To furnish the relevant documents for the following:</u></p> <p>i) Work Orders (WO) placed by: (Name & full address of the purchaser)</p> <p>ii) PO Number & date.</p> <p>iii) Description and quantity of goods Ordered.</p> <p>iv) Value of the order.</p> <p>v) Work Order Copies</p>

II) EVALUATION CRITERIA:

- i) Based on the lowest offered price for the fully built bus subject to fulfilling of prequalification criteria.
- ii) The bidder has to quote the price for the items as provisioned in the KPP Portal by purchaser including applicable taxes, GST, levies, transportation, insurance or any other charges as specified in the **ITT clause 9**.

SECTION VIII: TENDER FORM (Check for additional items like NCMC Card Conditions)

Date :.....

IFT No :.....`

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addenda Nos. ... *[insert numbers]*, we, the undersigned, offer to supply and deliver.....
(*Description of Goods and Services*) in conformity with the said tender documents

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this day of 2022.

We hereby furnish the information tender processing fees, Earnest Money Deposit (EMD) and details of the pre-qualification as under:

1	NAME OF THE FIRM	
2	Tender Processing Fee Details :- to be paid through e-payment mode only	
A	Mode of Payment	
B	Amount Rs:	Rs: 550=00(Rupees five hundred and fifty only)
C	Bank Transaction No: (For NEFT / OTC etc.,)	
3 (i)	EMD Details :- to be paid through e-payment as detailed in Section-V	
A	Mode of Payment	
B	Amount Rs:	Rs. 32,00,000 (Rs. Thirty Two lakhs only)
C	Bank Transaction No: (For NEFT / OTC BG details etc.,)	

4	NAME AND ADDRESS OF THE TENDERER	
A	Name of the Tenderer.	
	Office Address:	
	Telephone Number & fax number.	
B	Works Address:	
	Telephone and Fax Number	
C	Name & designation of the Authorized Signatory	
	Phone/ Mobile Phone No.	
	Valid e-mail ID	
D	Name of the Contact person & Designation	
	Phone/ Mobile Phone No.	
	Valid E-mail ID	
	An unified email ID applicable to all NWKRTC, Central Offices, Divisions /Depots for reporting the after sales issues viz., maintenance, service, warranty and claim.	

5	PREQUALIFICATION INFORMATION: For fully built Double Door buses fitted with BS-VI Engines.		
For Tenderer (Chassis Manufacturer):			
A	i) Only Registered manufacturers are eligible to participate		
	The Tenderer should be a registered chassis manufacturer.	Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act.	
B	The Tenderer should have the approval for their model of chassis from any authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989.	Should produce a Copy of the Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 for chassis considered for fully built buses as offered in the Tender.	
C	Product Description	Model/specific variant of model offered to be indicated	Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 Number and Date to be indicated
	i) 5334mm to 5340mm Wheel Base BS-VI chassis required for fully built Double Door bus		
D	TURNOVER: The average annual financial turnover of the tenderer should be 150.00 Cr. during the last 3 preceding financial years. 2022-23, 2023-24 and 2024-25		
	Financial year	Turnover in Crores	
	2022-23		
	2023-24		
	2024-25		
E	a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the last three preceding financial years. b) The Tenderers should submit annual GST returns acknowledged by the Chartered Accountant along with the Pre-qualification offer for the last three preceding financial years. c) The Tenderers should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct.		
	2022-23		
	2023-24		

	2024-25	
F	<p>PAST EXPERIENCE: The Tenderer must have manufactured, tested, supplied the chassis upto at least 80% of the tendered quantity in any one of the last three financial years i.e. 64 Nos. (80% of 80). During 2022-23, 2023-24 and 2024-25.</p> <p>Tenderer should enclose the relevant documents as stated above.</p>	
	2022-23	
	2023-24	
	2024-25	
G	The Tenderer should furnish the name and address of the two sub contract bus body builder in case the tenderer offers for fully built buses and going in for construction of bus bodies with their sub contractors.	1)
		2)
In respect of Authorised Bus Body Builders of the Tenderer		
H	Should be a registered Bus Body Builder.	Copy of the SSI or NSIC or MSME certificate or certificate of incorporation issued by registrar of companies indicating the business as a bus body builder.
I	Accreditation Certificate: Should have Accreditation Certificate under Rule 126 of Central Motor Vehicle Rules-1989.	Accreditation Certificate issued by the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules-1989
J	The Bus Body Builders should have minimum annual turnover of Rs.30.00 Cr. in at least any one financial year out of last Three financial years, 2022-23, 2023-24 and 2024-25.	
	2022-23	
	2023-24	
	2024-25	
K	<p>a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the any one year out of last three financial years.</p> <p>b) The Tenderers should submit annual GST returns acknowledged by the Chartered Accountant along with the Pre-qualification offer for the any one financial year.</p> <p>c) The Tenderers should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct.</p>	

	2022-23	
	2023-24	
	2024-25	
L	<p>The Bus Body Builder must have constructed, supplied buses at least upto 50% of the tendered quantity (i.e. upto 50% of buses proposed for procurement) of fully built buses in any one financial years out of last three financial years i.e. upto 40 Nos. (50% of 80 Nos) during the financial years 2022-23, 2023-24 and 2024-25.</p> <p>Tenderer should enclose the relevant documents as stated above.</p>	
	2022-23	
	2023-24	
	2024-25	
6	Documents Attached in Electronic Mode (Scanned) for Pre-Qualification (Fill Yes or No)	
	i) EMD payment details as section-V	
	In respect of Bidders (OEM):	
	i) Certification of Incorporation/certificate obtained as per the companies act.	
7	<p>Copy of the Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 for every model of chassis and chassis considered for fully built Double Door buses as offered in the Tender.</p> <p>i) BS-VI Chassis for fully built buses.</p>	
8	<p>a) Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the last three preceding financial years.</p> <p>b) Annual GST returns acknowledged by the Chartered Accountant for the last three preceding financial years.</p> <p>c) A verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct.</p>	
	2022-23	

	2023-24	
	2024-25	
9	The relevant documents as mentioned in Prequalification Criteria in respect of past experience.	
	2022-23	
	2023-24	
	2024-25	
	In respect of Authorised Bus Body Builders:	
10	Copy of the SSI or NSIC or MSME certificate or certificate of incorporation issued by registrar of companies indicating the business as a sub contracting bus body builder.	
11	Copy of the Accreditation Certificate issued by the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules-1989	
12	<p>a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the any one year out of last three financial years.</p> <p>b) The Tenderers should submit annual GST returns acknowledged by the Chartered Accountant along with the Pre-qualification offer for the any one financial year.</p> <p>c) The Tenderers should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct.</p>	
	2022-23	
	2023-24	
	2024-25	
13	Relevant documents towards constructed, supplied buses at least upto 50% of the tendered quantity (i.e. upto 50% of buses proposed for procurement) of fully built buses cumulative in one year out of	

	last three financial years i.e. Up to 40 Nos. (50% of 80 Nos).	
	2022-23	
	2023-24	
	2024-25	
14	Section- VIII Tender Form	
15	Section-IX, EMD Bank Guarantee form (e_Bank Guarantee As per Govt. Circular No. FD 5 EXP 12 2023 Dated 10.02.2023)	
16	Section-X, Contract form	
17	Section-XI, Performance Security Bank Guarantee Form	
18	Section-XII, Past performance details.	
19	Section-XIII, Manufacturers Authorisation form	
20	Section-XIV Proforma for equipment and quality control employed by the manufacturer	
21	Certification of verification issued by Chartered Accountant in the format prescribed (Separately for tenderer and sub contract bus body builders)	
22	Power of attorney as per the format on Government Stamp Paper of Rs.100/- Common power of attorney.	
23	Declaration-I as per format on a Government Stamp Paper of Rs100/- (Passing on the benefit of L-1 rate)	
24	Declaration-II Regarding Land Border Sharing Declaration.	
25	Declaration-II (Continued) as per format on a Government Stamp Paper of Rs.100/- (Sharing a land border with India)	
26	Declaration-III Regarding Adherence to Terms and conditions	
27	Declaration-IV as per format on a Government Stamp Paper of Rs.100/- (Submission of type approval certificate)	
28	Undertaking in respect of HSD fuel performance guarantee as per Format.	

29	Adherence to Environmental Management statement.	
30	Declaration-V Anti Black Listing Certificate	
31	Lubricants & DEF Commercially availability Gurantee Under Tacking. (Declaration-VI,)	
32	Compliance to tender Specification.	
33	List of clientele with address, phone no and name of the contact persons	
34	The Tenderer has to furnish Vendors List and price list for critical and non critical items along with the Tender documents	
35	Any other documents in respect of Pre-qualification & other terms and conditions of the Tender	
	Signature of the Authorized Signatory with company seal	
	Name:	
	Designation:	
	Date:	
	Mobile Number:	
	E-mail ID:	

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**(e-Bank Guarantee As per Govt. Circular No. FD 5 EXP 12 2023 Dated 10.02.2023)**

Whereas ..(Name of Tenderer).. (hereinafter called “the Tenderer”) has submitted its tender dated (Date of submission of tender) for the supply of..... (Name and/or description of the goods) (Hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of country), having our registered office at (Address of bank) (Hereinafter called “the Bank”), are bound unto..... (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Tenderer

(a) with draws its Tender during the period of tender validity specified by the Tenderer on the Tender Form;
or

(b) does not accept the correction of errors in accordance with the ITT; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to

Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between(*Name of purchaser*) of (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and..... (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "theSupplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,..... (*Brief Description of Goods and Services*) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the ContractPrice").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS

TOTAL VALUE:

**DELIVERY
SCHEDULE:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said.....(For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said.....(For the Supplier)

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM**BANK GUARANTEE NO.**

In consideration of North Western Karnataka Road Transport Corporation (herein after called “The NWKRTC”) having agreed to exempt M/s. ----- (herein after called “The said contractor”) from the demand of Security Deposit in cash, under the terms and conditions of an Letter of Intent (LOI) dated made between NWKRTC and M/s. (herein after called “ The said Agreement”) for supply of for the due fulfilment by the said contractor, of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.

1. We (herein after referred to as “The Bank”) at the request of M/s. Contractor(s) do hereby undertake to pay to NWKRTC an amount not exceeding Rs. against any loss or damage caused to, or suffered or would be caused to the NWKRTC by reason of any breach of any of the terms and conditions contained in the said Agreement by the said Contractor (s).
2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the NWKRTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NWKRTC by reason of breach by the said Contractor (s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to the NWKRTC any money so demanded up to the guaranteed amount notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this guaranty being absolutely and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues to the NWKRTC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged till or till the Chief Mechanical Engineer of NWKRTC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.
5. We further agree with the NWKRTC that the NWKRTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NWKRTC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s) or for any forbearance act of omission on the part of the NWKRTC or any indulgence by the NWKRTC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. The validity of the Bank Guarantee will be extended further till the time the last bus against the order completes the terms of the warranty clause.
8. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee will be valid up to.....
 - ii) Last date of claim if any will be valued upto.....
9. We are liable to pay up to the Guarantee amount only and only if we receive from you a written claim or demand not later than..... All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on at
10. We..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NWKRTC in writing.

Date:

BANKERS SEAL & SIGNATURE

SECTION XII

(Please see Clause 11.2(b) of Instructions to Tenderers)

Performa for Performance Statement for the last Three years

IFT No..... Date of Opening..... Time Hours

For chassis Manufacturer

Name of the Firm:

Orders placed by (full address of purchaser)	Order No. and date	Description and quantity of goods ordered	Value of order

For Bus body Builder

Name of the Firm:

Orders placed by (full address of purchaser)	Order No. and date	Description and quantity of goods ordered	Value of order

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM

(Please see Clause 11.2(a) of Instructions to Tenderers)

No.

dated:

To

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s _____ are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. (This para should be deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

**SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY
THE MANUFACTURER**

(Not applicable)

SECTION-XV

CHARTERED ACCOUNT CERTIFICATE

Sub: Supply of fully built Double Door buses fitted with BS-VI Engines required for North western Karnataka Road Transport Corporation (NWKRTC)

Ref: Tender No: T-42 NWKRTC/2026-27/IND0211/CALL-2 **Dated:** 22/06/2026

.....

Certificate of Verification by the Chartered Accountant:

We hereby certify that the turnover furnished by M/s _____ for the preceding continues three years, 2022-2023, 2023-24 & 2024-25 is as detailed below and as furnished in the enclosed statement of accounts is verified by us and found correct.

Year*	Rs. In Lakhs
2022-23	
2023-24	
2024-25	

(*) For preceding continuous three years.

Chartered Accountant

[Signature with seal]

SECTION-XVI

FORMAT OF POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.100/- or such equivalent amount and document duly attested by notary public)

Sub: Supply of fully built buses fitted with BS-VI Engines required for North western Karnataka Road Transport Corporation (NWKRTC)

Ref: Tender No. T-42 NWKRTC/2026-27/IND0211/CALL-2 Dated: 22/06/2026

Power of Attorney

Know all men by these presents, we (name of the supplier and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for the Tender No: T-_____ dated: /09/2023 including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to [Name of Authority], representing us in all matters before [Name of Authority], if selected, undertaking negotiations with [Name of Authority] prior to the execution of the Contract and generally dealing with [Name of Authority] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature)

(Name, Title and Address)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

SECTION-XVII

LOWEST RATE DECLARATION

Declaration-I

(Proforma of Declaration to be furnished on a
Government Stamp Paper of Rs. 100/-)

The Chief Mechanical Engineer,
NWKRTC, Central Offices,
Gokul Road,
HUBBALLI-580 030.

Sir,

Sub: Supply of fully built buses fitted with BS-VI Engines required for North western Karnataka Road Transport Corporation (NWKRTC)

Ref: Tender No. **T-42 NWKRTC/2026-27/IND0211/CALL-2 Dated: 22/06/2026.**

We hereby declare that the rates quoted by us against your tender cited under reference above are the lowest.

We also undertake and declare that we will not supply the above fully built buses fitted with BS-VI Engines as per tender specification to anybody at a rate lesser than the rate quoted to you against your above cited tender for the **next one year**. If we quote/offer a lesser rate in the **next one year**, we here by agree to pass on the financial benefit to purchaser.

The list of customers with address and phone number, Fax number, email address, name of contact person of the company/organization to whom the supply made by us during the last one year is enclosed herewith.

Signature of the authorized signatory.

Designation.

Date Seal of the Company.

SECTION XVIII – REGARDING LAND BORDER SHARING DECLARATION

(Restrictions on public procurements from bidders of such country/countries which shares a Land Border with India)

Sub: Supply of fully built buses fitted with BS-VI Engines required for North western Karnataka Road Transport Corporation (NWKRTC)

Ref: Tender No: **T-42 NWKRTC/2026-27/IND0211/CALL-2 Dated: 22/06/2026.**

In addition to the prequalification criteria, evaluation criteria and other terms & conditions specified in Annexure-B and Annexure-B-1, the following Eligibility Clauses and Sub Contract Clauses have been incorporated in the tender as per the GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020, Orders (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and O.M No. F.12/1/2021 – PPD)Pt), dated: 02-03-2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 25-08-2020, FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

Sl. No.	Clauses
1	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.
1.1	“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
1.2	“Bidder from a country which shares a land border with India” for the purpose of this Order means: - An entity incorporated, established or registered in such a country; or
	a. A subsidiary of an entity incorporated, established or registered in such a country; or
	b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
	c. An entity whose beneficial owner is situated in such a country; or
	d. An Indian (or other) agent of such an entity; or
	e. A natural person who is a citizen of such a country; or
	f. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
1.3	The beneficial owner for the purpose of above clause will be as under:
	(i) <u>In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</u>

	<p>Explanation –</p> <p>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;</p> <p>b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>(ii) <u>In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</u></p> <p>(iii) <u>In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</u></p> <p>(iv) <u>Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</u></p> <p>(v) <u>In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</u></p>
1.4	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
1.5	A certificate for having read the above clauses is required to be submitted/ and uploaded by the tenderer separately as per format at Declaration – II (to be downloaded and uploaded to the e-procurement portal duly signed and attached to hard copies of the tender documents.
1.6	<p>In case of Work contract including turnkey contract.</p> <p>The successful bidder will not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration to be submitted during submission of tender as per Declaration – II.</p>
1.7	<p>(i) A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".</p> <p>(ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.</p> <p>(iii) Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) including consumables for closed systems, from original equipment Manufacturers (OEMs) or their Authorized agents, shall be exempted from the requirement of registration.</p>

In this regard, the bidders are requested to download the Declaration-II (Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India) and to be uploaded to e-procurement portal duly sealed and signed and also, the same to be attached along with hard copies of the tender documents.

REGARDING LAND BORDER SHARING DECLARATION...Continued

DECLARATION – II

Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India

(to be furnished on a Government Stamp Paper of Rs. 100/-)

The Chief Mechanical Engineer,
NWKRTC, Central Offices,
Gokul Road,
HUBBALLI-580 030

Sir,

Sub: Supply of fully built buses fitted with BS-VI Engines required for North Western Karnataka State Road Transport Corporation (NWKRTC).

Ref: Tender No: **T-42 NWKRTC/2026-27/IND0211/CALL-2** Dated: **22/06/2026**.

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

- i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.

Or

I/ We declare that, we are from such a country or a country which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfil all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

- ii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfil all requirements in this regard and is eligible to be considered. (A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)

- iii. We declare that, we will not supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India unless such vendor is registered with the Competent Authority.
- iv. We aware of the fact that, if the information provided by us in this certificate/ declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against us in accordance with law.
- v. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

Signature of the Authorized Signatory.

Name:

Designation:

Mobile No:

E-Mail ID:

Date:

Seal of the Company

SECTION-XIX
ADHERENCE TO TERMS AND CONDITIONS

DECLARATION-III

(to be furnished on a Government Stamp Paper of Rs.100/-)

Sub: Supply of fully built buses fitted with BS-VI Engines required for North Western Karnataka Road Transport Corporation (NWKRTC)

Ref: Tender No: **T-42 NWKRTC/2026-27/IND0211/CALL-2** Dated: **22/06/2026**.

- 1) We declare that, we have not been blacklisted/barred from participating in the tender(s) by any of the Government Organization/Public Sector undertaking for breach of contract during last four years. Further we have not been declared ineligible for corrupt and fraudulent practices issued by any of the State Government/Government of India/Union Territory.
- 2) We hereby declare that, all the particulars furnished by us in this tender are true to the best of our knowledge and we accept that, if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may arise due to the above.
- 3) The rates quoted in the e-procurement portal are final and we agree to hold the same till the completion of the supply of complete order quantity.
- 4) We agree to furnish Security Deposit as per terms and conditions within 10 days from the date of issue of Letter of Intent. We agree to extend the validity of the Bank Guarantee/Security deposit unconditionally incase needed as per the requirement of NWKRTC.
- 5) We agree to abide by the payment clause i.e. 100% payment within 60 working days from the date of supply and acceptance of vehicles by NWKRTC. subject to submission of security deposit. We are aware that the security deposit will be refunded/returned only after complete settlement of all claims.
- 6) We undertake to fulfill all the statutory requirements.
- 7) We undertake to supply the ordered quantity as per the mutually agreed delivery schedule.
- 8) We are aware of the fact that, any conditional offer/counter conditions (Technical or Financial bid) shall lead to rejection of our tender.
- 9) We undertake to abide by all the terms and conditions of tender, in case of violation of any of the Terms and conditions of the tender, we understand that, we are liable to be barred by NWKRTC. for participating in future two tenders.

Signature of the Authorised Signatory.

Name:

Designation:

Mobile No:

E-mail ID:

Date:

Seal of the company.

SECTION-XX

SUBMISSION OF TYPE APPROVAL

DECLARATION-IV

(to be furnished on a Government Stamp Paper of Rs.100/-)

Sub: Supply of fully built buses fitted with BS-VI Engines required for North Western Karnataka Road Transport Corporation (NWKRTC)

- 1) We declare that, we will submit the type approval certificate for our model of fully built bus issued by authorized agency listed under Rule 126 CMVR-1989.
- 2) In case of non submission of above certificates, we are liable for any penal action that may arise due to the above including cancellation of contract and invocation of Risk Purchase Clause of and we understand that, we are liable to be barred by NWKRTC for participating in future two tenders.

Signature of the Authorised Signatory.

Name:

Designation:

Mobile No:

E-mail ID:

Date:

Seal of the company.

SECTION-XXI
FUEL PERFORMANCE GUARANTEE UNDERTAKING

(Proforma of Undertaking to be furnished on a Prescribed value of Government Stamp Paper)

Undertaking:

GUARANTEE ON FUEL PERFORMANCE:

The Supplier shall be responsible for guarantee on fuel (HSD) performance for the fully built Double Door buses supplied under this Contract for the warranty period. Method of calculation of fuel performance i.e. High Speed Diesel Kilometre per Litre (HSD KMPL) is as below:

- a) The Corporation average target KMPL fixed for the BS-VI Fully Built Buses (Goods) being procured against this tender for the warranty period **is 5.20**.
- b) The KMPL achieved by the buses which are less than the targeted KMPL are referred as low KMPL buses and details of such low KMPL buses will be communicated to OEM periodically i.e. 15th of every month by the respective Divisions/ Central Offices for the purpose of improving the fuel performance.
- c) The Tenderer should attend to low KMPL vehicles and ensure that these vehicles achieve the stipulated targeted HSD KMPL during the warranty period from the date of commissioning of the buses as part of this fuel Performance Guarantee clause.
- d) If the cumulative HSD KMPL performance of all the buses of the corporation (Corporation average KMPL of all buses supplied under this PO), for the entire warranty period of Corporation when calculated is less by 2% or more compared to the Targeted HSD KMPL, the Corporation will have the right to invoke the “Guarantee on fuel performance clause” to recover the cost of excess consumption of HSD due to low fuel performance during the warranty period from the Security Deposit or from any pending amount with the Corporation.
- e) Average Cost of HSD during the Warranty period will be considered for calculating the additional cost incurred due to excess consumption of HSD in cases where KMPL performance is less by 2% or more.
- f) Based on the above procedure, the NWKRTC Central Offices will work out the HSD KMPL performance of all the buses supplied under this Purchase Order, three months after the completion of the warranty period and calculate the excess consumption of HSD in ltrs. due to shortfall in KMPL, the cost incurred thereof in INR and intimate to the firm.

g. **Example** for calculating excess diesel consumption cost is as below:

S.No	Vehicle No.	DoC	Warranty Period end Date	Kms Covered During Warranty Period	Diesel Consumed During Warranty Period	KMPL
1	X1	30.4.2023	30.4.2026	3,00,000	55,000	5.45
2	X2	30.5.2023	31.5.2026	3,70,000	74,000	5.00
3	X3	15.5.2023	31.5.2026	3,50,000	75,000	4.66
Total				10,20,000	2,04,000	5.00 (Avg. Achieved)

Calculation Methodology:

Target KMPL (as target decided mutually) : 5.30

Permitted KMPL : 5.194 (2% less of target KMPL)

Actual KMPL (average of all buses up to their warranty period) : 5.00

Excess HSD Consumed : (KM/Actual KMPL)-(KM/Permitted KMPL)

Average HSD Price : Average HSD price during entire warranty period as furnished by COSP NWKRTC

Recovery Amount : Excess HSD Consumed * Average HSD Price

Place:

Date:

SIGNATURE:.....

NAME OF THE SUPPLIER

SEAL OF THE FIRM / TENDERER

SECTION-XXII**ADHERENCE TO ENVIRONMENTAL MANAGEMENT SYSTEM**

Environmental Management System				
Check list				
Name of the Tenderer				
Sub: Pre-qualification details for supply of fully built buses fitted with BS-VI Engines required for North Western Karnataka Road Transport Corporation (NWKRTC).				
Ref: Tender No: T-42 NWKRTC/2026-27/IND0211/CALL-2 Dated: 22/06/2026 .				
Sl. No	Points to be checked	Status (Yes or No)	Remarks	Hints/Suggestions
1	Do you have processes that have significant impact on environment? List them in the remarks column			1. Heat treatment 2. Surface derangement. 3. Foundry
2	Do you use hazardous chemicals/materials? List them in the remarks column			Chemical/listed /falling under the criteria given in the hazardous chemicals Rules-1989
3	Leakage/spillage of oils and chemicals in the work environment.			Good housekeeping ensures minimum impact on the environment
4	Have you obtained consent from statutory authorities?			Consent under the Water& Air Acts & authorization under the hazardous wastes Rules(if applicable)from the pollution control board
5	Have you introduced air pollution control measures? List them in the remarks column			Air pollution control measure(if required) like dust collector, scrubbers etc.,
6	Are Hazardous wastes generated from the process?			Hazardous wastes listed in the schedules of Hazardous wastes Rules-1989

7	Do you facility for the storage/disposal of Hazardous wastes?			Hazardous wastes like effluent treatment sludge, sludge from plating baths, spent oils, solvents etc.
8	Do you have any			
a	Plans to reduce the waste generated			Reduce, Recycle and Reuse
b	Noise level control measures			Acoustic enclosures
c	Plans to conserve natural resources			Water and energy conservation measures
d	Emergency preparedness and response plan			Emergency preparedness in case of fire, accidents etc.,
9	Are employees regularly kept informed and trained in environmental protection issues.			Awareness programmes

Tenderer seal and signature.

SECTION-XXIII

Declaration-V

Anti-Blacklisting Certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted

Anti-Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, as on the 23/08/2022, 17.30 Hours.

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Biding Process or thereafter during the agreement period.

Dated thisDay of, 20__

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

SECTION-XXIV

Declaration-VI

LUBRICANTS & DEF COMMERCIALY AVAILABILITY GUARANTEE UNDERTAKING

(Proforma of Undertaking to be furnished on a prescribed value of Government Stamp Paper)

The bidder hereby undertakes and certifies that complete details of all lubricants and DEF (AdBlue) proposed for the offered vehicle(s) have been duly furnished along with the Technical Bid. Only the brand names and applicable technical specifications/grades have been indicated.

The bidder further certifies that all specified lubricants are standard commercial products and are commercially available from a minimum of two (02) leading oil companies operating in India.

The bidder clearly understands and agrees that any deviation, misrepresentation, or non-compliance with the above declaration shall render the bid liable for rejection, without prejudice to any other rights of the Purchaser under the tender conditions.

Table – Details of Lubricants & AdBlue

Sl. No.	Type of Lubricant / Fluid	Application / Component (Engine, Gearbox, Axle, etc.)	Specification / Grade (API/ACEA/SAE/ISO, etc.)	Proposed Brand Name	Name of Oil Company – 1	Name of Oil Company – 2
1	Engine Oil					
2	Gear Oil					
3	Axle Oil					
4	Coolant					
5	Hydraulic Oil					
6	DEF (AdBlue)					

Bidder's Declaration

We hereby certify that the lubricants and DEF (AdBlue) specified above are standard commercial products, are available from a minimum of two (02) leading oil companies in India, and fully comply with the technical requirements of the offered vehicle(s).

Name of Bidder:

Authorized Signatory:

Signature & Seal:

Date:



**NORTH WESTEREN KARNATAKA ROAD TRANSPORT CORPORATION
CENTRAL OFFICE, GOKUL ROAD, HUBBALLI-580030**

Title: Letter to Subcontractor

Ref:

Date:

Dear Sir.

Sub: ENVIRONMENTAL MANAGEMENT SYSTEM

Environmental protection is one of the basic corporate principles at NWKRTC. We are striving to minimize the negative impacts of our activities on the environment to preserve vital resources through conservation measures. The efforts associated with these objectives do not end at our premises. Effective environmental protection can only be ensured in co-operation with you and your Bus Body Builders. Hence, we would like to ask you to participate actively in our efforts in this direction by ensuring the following in your activities.

1. All preferred suppliers should be certified for ISO 14001:2004 by and essential suppliers should establish the evidence of meeting the requirements of ISO14001: 2004 through customer audit/ third party assessment
2. Implementation of green procurement to minimize global environment impacts through purchase of goods, which are environmental friendly,
3. The usage of material Cadmium, Mercury, Lead and Hexavalent Chromium is restricted.
4. Adherence to all relevant provisions under (environment protection laws).
5. Conservation of vital resources.
6. Reduction/Elimination in the use of hazardous substances in the manufacturing activity.
7. Reduction in generation of hazardous and non-hazardous wastes from the Manufacturing activity.
8. Best management practices As per Annexure-1, In case of any clarification, please contact the company. Please confirm whether you have already implemented these steps, or provide the Feedback on planned implementation schedule.

Thanking you very much for your support.

Yours Faithfully

For NWKRTC

ANNEXURE-I

Best management Practices: Eco friendly, occupational Health & safety:

- Conserve Electrical energy.
- Switch off the machine or process consuming power during non operation hours.
- Reuse the treated water for gardening.
- Treat the used coolant & separate water-soluble oil before its disposal.
- Obtain material safety data sheet from the chemical supplier, which provides information such as the chemical composition, Hazard identification, First aid measures, fire fighting measure, Accident releasing measures, Handling & storage, Exposure controls/ personnel protection, physical & chemical properties, stability and relatively data, ecological information, disposal consideration, transport information etc.
- Segregate the waste at source of generation, collect & store separately.
- Plant saplings & develop landscaping within the premises.
- Harvest solar energy for hot water application
- Harvest the rainwater recharge the ground water into the open well / tube well.
- Store flammable substances away from source of heat, sparks or flame.
- Store gas cylinders in vertical position & chained its falling.
- Ensure the cylinder valve is protected with safety cap.
- Re-use one side used paper.
- Prevent oil spillage on floor.
- Optimize the consumption of oil, fix the frequency of replacement based on quality checks.
- Identify the safe ass
- embly place, escape rouses/Emergency exit.
- Identify the place for everything & everything in its place.
- Identify the separate patch for walkway & material movement.
- Chlorinate your drinking water.
- Identify the place for the raw material& finished products.
- Maintain the good Housekeeping.
- Display work instructions & conduct training to the employees.
- Provide personal protective equipments to the employees, Earplug / mufflers for noise area, respirator for fumes, dust mask, gloves, goggles safety shoes

CME
NWKRTC