



Tender No. KSFC/Admin/EVH

Karnataka State Financial Corporation
KSFC Bhavan
No 1/1 Thimmaiah Road
Bangalore 560052
Karnataka
Phone: 22282507
Email: adm@ksfc.in
www.ksfc.in

Tender No. KSFC/Admin/EVH

TENDER DOCUMENT

Tender for Hiring Electric Vehicles at KSFC

Last Date of Receipt of Tender	As indicated in e-Procurement Portal
Date of Opening of Tender	As indicated in e-Procurement Portal
Cost of Tender Document	Nil
Earnest Money Deposit (EMD)	Rs 10,000 (Rupees Ten Thousand only)

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**Eligibility of Bidders**

SI No	Eligibility Criteria	Documents to be Uploaded
1.	The Bidder should be a Legal Entity like any of the following <ul style="list-style-type: none">• Proprietor• Partnership Firm• Company	Any of the following: <ul style="list-style-type: none">• Proof of Sole Proprietorship• Partnership Deed• Certificate of registration with ROC
2.	The Bidder should be a registered Transport agency in Government of Karnataka.	Copy of Registration Certificate issued by competent Authority of GoK.
3.	The Bidder should have Minimum One year experience of satisfactory performance in providing at least 3 Electric Vehicles or any Conventional Vehicles in any Govt. Dept./PSU/Banks or reputed Pvt Ltd Co/firm in any one of the last three Financial Years	<ul style="list-style-type: none">• Copies of Satisfactory Performance Certificates issued in Client Letter Head by Head of the Administration of the Organisation.• Further Details as per the Format given vide Annexure-3
4.	The bidder shall have minimum of 3 Nos Electric Sedan Class Cars in his ownership	Copies of Registration Certificates of 3 Nos Electric Sedan Class Cars proposed to be hired to KSFC
5.	The Bidder should be registered for EPF	Copy of the EPF Registration Certificate
6.	The Bidder should be registered for ESI	Copy of the ESI Registration Certificate
7.	The Annual Turnover of the Bidder must be at least Rs 10.00 lakhs in any one of the 3 preceding financial years (i.e. FY-2016-17, FY-2017-18 and FY 2018-19).	Certificate from the Statutory Auditor
8.	The Bidder should have Head Office or full-fledged Branch Office in Bengaluru	Copy of documents in proof HO/BO in Bengaluru
9.	The Bidder should be registered for GST	Copy of valid GST Number
10.	The Bidder should be registered for PAN	Copy of PAN



Submission of Tender

1. Bidder shall have to participate through the process of e-Procurement only and the Bids submitted directly will not be accepted.
2. KSFC cannot be held responsible for technical problems resulting in non-submission/non-uploading of tenders within the stipulated time.
3. The Bidder shall bear all costs associated with the preparation and submission of the bid and KSFC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
4. The Bidder shall pay processing fee and EMD on on-line at e-Procurement Portal through the following four modes of payment:
 - a. Debit Card
 - b. Credit Card
 - c. OTC (Over the Counter) at designated ICICI Bank Branches
 - d. Net Banking
 - e. NEFT (National Electronics Fund Transfer)
5. For any assistance in the submission of Tender, the following Helpline Numbers of e-Procurement Portal of Government of Karnataka may be contacted.
 - a. 080-23010900
 - b. 080-23010901
 - c. 080-39815300
6. **The Bids submitted should be valid for 90 days from the date of submission.**
7. The Softcopies of the Documents in proof of Eligibility need to be uploaded to e-Procurement Portal of Government of Karnataka. If asked for, the Hardcopies need to be produced before KSFC.

IMPORTANT:

- The Bidders are requested to arrive at Commercial Bid Amount, **only** as per the Format given vide Annexure-4.
- Bidders should indicate only Grand Total (D) on the e-Procurement Portal. Bids showing different amounts will be rejected.
- Bidders **should not upload** the Format used for calculating Commercial Bid Amount to e-Procurement Portal. However, the softcopy of the same needs to be mailed after KSFC requests for the same, after opening Online Commercial Bid



General Terms and Conditions

Opening of Bids by KSFC

- a. The Bids will be opened in two stages i.e. the Technical Bid and Commercial Bid. Only those Bidders found eligible in Technical Bid will qualify for participation in the Commercial Bid opening.
- b. Any Bidder, who is otherwise technically qualified, withdraws from the bidding process at any stage, before a final decision is taken on the tender, the EMD of such bidder shall be forfeited.
- c. The EMDs of unsuccessful Bidders will be returned after the successful Bidder is selected.
- d. **Forfeiture of EMD** : EMD is liable to Forfeiture in the event of
 - i. Withdrawal of offers during validity period of the offer
 - ii. Failure to sign the Contract Agreement and furnish the required Security Deposit within the stipulated time
 - iii. Any unilateral revision made by the Bidder during the validity period of the offer

KSFC's Right to accept any Bid and to reject any or all Bids:

KSFC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KSFC's action.

Award of Contract:

The Lowest Quoted L1 Bidder will be considered for award of the Contract in general. However, based on the background of the Bidder, KSFC is at liberty to reject L1 Bidder to ensure that service of good quality is provided KSFC. The rates quoted by the selected Bidder may further be negotiated subject to discretion of KSFC. KSFC reserves the right to reject the offers submitted by the Bidder without assigning any reasons what so ever. The decision of KSFC is final in this regard.

Purchase Order (PO):

Prior to the expiration of the period of bid validity, KSFC will issue PO to the successful bidder in writing or by fax or email, that its bid has been accepted. PO will constitute the formation of the contract. Upon the successful bidder's furnishing Letter of Acceptance of PO and Performance Bank Guarantee (PBG), KSFC will promptly refund EMD of each unsuccessful bidder.

Signing of Contract:

- a. KSFC shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with KSFC within the time frame mentioned in the PO issued to the successful bidder by KSFC. The Format for the Contract is given vide Annexure-6
- b. Failure of the successful bidder to agree with the Terms & Conditions of the Tender Document/ Contract shall constitute sufficient grounds for the annulment of the award, in which event KSFC may invite the next best bidder for negotiations or may call for fresh Tender.



Performance Bank Guarantee

- a. Within Ten (10) working days from the date of issuance of PO, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to KSFC.
- b. The PBG shall be from a Nationalised Bank or a Scheduled Commercial Bank in the format prescribed in Annexure-5, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- c. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d. The PBG shall be valid till satisfactory completion of Contract. The PBG may be discharged/returned by KSFC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of the period Contract.
- e. In case the Contract is extended, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f. In the event of the Bidder being unable to service the contract for whatever reason KSFC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KSFC under the contract in the matter, the proceeds of the PBG shall be payable to KSFC as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. KSFC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g. KSFC shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h. On satisfactory performance and completion of the order in all respects and duly certified to this effect by KSFC, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

Contract Period:

The Contract Period is for 2 (Two) Years which will be extended upto a maximum of another 3 (Three) Months on the same Rates and Terms & Conditions, subject to Satisfactory Performance of the Service Provider

Billing & Payments:

- a. The Bidder should submit bills before 10th of the succeeding month, to DGM (P&A). 100% payment through Crossed Cheque only will be made after necessary verification and deducting applicable taxes.
- b. It is mandatory that the Bidder shall make the payment to Drivers within 7th of the every month irrespective of payment received from KSFC.
- c. It is the responsibility of the Bidder to produce previous month's ESI, EPF contribution receipts and Salary Acquittance of the deployed Drivers along with the Bill for payment. This shall be strictly adhered to, before making payment.
- d. In case the Bidder fails to submit the name-wise payment made to ESI and EPF while submitting the bills, such bills will be withheld and if the same exceeds more than 3 months, the Contract will be cancelled and the ESI and EPF amount will be deducted from their bills and the PBG will be encashed without assigning any reason.



Special Terms and Conditions

1. The Bidder should not sub-contract the work order to the third party, for which act he is liable for Termination of Contract within 24 hours.
2. No escalation of rates during the period of contract would be allowed on any account.
3. No request for making Advance Payment on any ground shall be entertained.
4. The Agency shall ensure satisfactory standards of the Vehicles and Drivers and loss to KSFC caused due to negligence in duties, undesirable act, misbehavior and carelessness of its Drivers shall be borne by the Agency itself. In case, if the services are not up to the mark, such Drivers have to be replaced by the Agency, after receiving advice from DGM (P & A).
5. The services of the Electric Vehicles should be available for a minimum of 2,500 KM or 300 Hours per Month.
6. Agency shall take the responsibility of inspecting their Vehicle and Drivers on regular basis.
7. Drivers shall be issued a laminated ID affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc. by the agency and should be strictly worn by them during working hours.
8. In case of any accidents, injuries etc. to the engaged Drivers of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and KSFC is not responsible in any way.
9. The Agency will comply with all the provisions regarding licensing & other approvals from concerned authorities, welfare and health, procedures, maintenance of various records and registers etc., as provided under the relevant laws and for its non-compliance, the Agency shall be responsible for penalties levied by the appropriate authority under the Act.
10. During the contract, Vehicles shall be covered with COMPREHENSIVE INSURANCE.
11. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.). Depositing of PF contribution as may be applicable is the responsibility of the Agency at his own expenses and shall not be reimbursed by the KSFC. Any default in compliance, the Agency shall be held responsible.
12. The agency should make their own arrangements for providing accommodation & conveyance to KSFC, for their drivers.
13. The agency shall provide replacement for driver, in event of his sickness absence or availing leave, National holidays, weekly off etc.
14. KSFC shall not be liable to pay any allowance, salary or any other amount under any law in force for the Drivers provided by the Agency. KSFC shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Agency shall not be entitled to any other allowances or benefits which are not included in the contract.
15. The safety & security of the vehicle parked is the responsibility of the contractor.
16. Parking and Toll Charges of the Electric Vehicle will be paid by KSFC during the usage.
17. After the issuance of PO, the Successful Bidder should submit the photocopies of the following documents to DGM (P & A) along with Originals for verification, for each Vehicle
 - a. R.C. Book
 - b. Tax Card
 - c. Permit
 - d. Comprehensive Insurance
 - e. Registration Certificate for Travel Agency
 - f. Photo of the Owners of the Vehicle (If Bidder is a Travel Agency)
 - g. Driving License of the Drivers with RTO Badge.



Conditions for Drivers

1. Drivers should have minimum Qualification of VII Standard Pass and age shall be 18 years or more but less than 40 Years with a minimum of 3 years of experience.
2. Driver must be able to read/write basic Kannada/English.
3. Driver should have valid Taxi Drivers License & Badge and shall show to the authorised officers when requested to do so.
4. The Bio-Data of all Drivers proposed to be provided to KSFC should be submitted to DGM (P & A) for his approval.
5. Drivers shall ensure that vehicle is clean and tidy.
6. Drivers should wear white uniform and be clean & tidy.
7. Drivers should be punctual in timing and duties.
8. A log book shall be maintained by the drivers in which details of each trip will be entered. The drivers shall be responsible for proper completion of the log books including obtaining the signatures of the users.
9. Drivers should know to drive and park the vehicle properly. Also they should inform the problems in the vehicle to the KSFC Officer when noticed.
10. Drivers must be knowledgeable about charging the Electric Car and has to maintain the car in charged Condition.
11. The Drivers engaged will be purely working on behalf of the agency under contract and not entitled to claim any permanency benefits from KSFC

Liability for Accidents and Damages

1. In the event of any accident or damages while the vehicle is on the duty of KSFC shall be completely free from any liability of any nature connected with the accident/damages. The Bidders himself will be fully and exclusively responsible for any damage to vehicle or any personal injury to driver or any other person in the employment of the bidder.
2. The bidder will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicles.
3. The bidder shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties.
4. KSFC shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the bidder's vehicles/property under any circumstances while the vehicles are engaged for the KSFC duty by him.
5. It is the responsibility of the bidder to inform the user of the vehicle as well as the DGM (P & A) of any accident involving his vehicle as early as possible to avoid any disruption of service to KSFC. He should provide substitute vehicle and submit a detailed report to DGM (P & A)

Penalties

1. For non-providing of vehicle in time: Rs 100 per hour of delay.
2. For Driver not wearing Uniform: Rs 300/day.
3. For not providing substitute vehicles: Rs 500 per day or cost of hiring charges from other sources/day, whichever is higher.
4. On misbehaviour by the Driver: Rs 500 for 1st instance and Rs 1,000 for 2nd instance and replacement of Driver.
5. On any excess claim of mileage: Rs 1,000 for 1st instance and Rs 2,000 for 2nd instance and Termination of Contract.
6. On Meter Tampering resulting in fast creeping of Speedometer: Penalty of Rs 2,000 will be imposed and Contract will be terminated.



7. If the total amount of penalties due to breach of conditions by the contractor crosses Rs 10,000, the Performance Bank Guarantee shall be invoked by KSFC and the firm shall be blacklisted in addition to termination of the contract in question.

Corrupt or Fraudulent practices

KSFC requires that the Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KSFC

- a. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for this Contract.
- b. Will declare the individual/firm ineligible, either indefinitely or for a stated period of time, to be awarded a KSFC Contract if it at any time determines that the individual/firm has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Bidder or his partners, agents or anyone on his or their behalf in relation to the obtaining/executing this Contract with KSFC, shall in addition to any criminal liability which it may incur, subject the Bidder to the cancellation of this Contract and also to payment of any loss or damage to KSFC resulting from any cancellation. KSFC shall then be entitled to deduct the amount so payable from any money otherwise due to Bidder under the Contract.

Arbitration

Any dispute or difference or claim arising out of, or in connection with, or relating to the contract or the breach, termination or invalidity thereof, shall be referred to and settled under the Arbitration Centre, Karnataka (Domestic and International) rules 2012, by one or more Arbitrators appointed in accordance with its Rules.



Scope of the Work

1. The successful Bidder should provide Three Numbers (3 Nos) of Electric Cars along with Driver on Monthly Hire basis to KSFC for a period of Two years.
2. The Electric Vehicles should be New and in Good Condition (**Registered on or after 01.01.2018**).
3. The services of the Electric Vehicles should be available for a minimum of 2,500 KM or 300 Hours per Month.
4. The Electric Cars provided shall be Sedan Type, 4+1 Seat Capacity, Mid-Range Class.
5. The Electric Cars should have Air-Conditioning Facility
6. The Electric Vehicles shall conform to the following Specifications:
 - a. The Electric Vehicles shall have been registered as Yellow Board Vehicle.
 - b. The Electric Vehicles shall have been registered either in the name of the Bidder or of the Company in which the Bidder shall have substantial interest.
 - c. The Electric Vehicles shall be maintained in sound condition.
 - d. The Electric Vehicles shall comply with all other requirements of MV Act/MV Rules with latest Amendments.
 - e. The Electric Vehicles shall be covered under cover of Motor Vehicle Comprehensive Insurance policy
7. **The agency should provide the required Electric Charging facility to the Electric Cars at its own/hired premises and Charging cannot be allowed in the premises of KSFC under any circumstance.**
8. Duty Timings:
 - a. Drivers should be available on all working days during the hours indicated by the Officers of KSFC
 - b. The services of the Drivers may be required during holidays on some occasions. The Agency should be prepared for the same by providing regular/substitute Drivers



Technical Bid

1. Full Name of the Bidder:
2. Address:
3. Telephones/Fax numbers and Email ID:
4. Constitution:
5. Names of Proprietor/Partners/All Directors:

Sl No	Names of Proprietor/Partners/All Directors

6. Address :

Address & Telephone No. of the Registered Office & Contact Person's Name.	Address & Telephone No. of the Branch Office at Bengaluru & Contact Person's Name.

7. Year of commencement of Operations:
8. We have uploaded the softcopies of the following documents.

SI No	Documents
i.	Proprietorship Proof/ Partnership Deed/ROC Certificate
ii.	Copy of Registration Certificate issued by competent Authority of GoK.
iii.	Copies of Satisfactory Performance Certificates issued in Client Letter Head by Head of the Administration of the Organisation
iv.	Details of Similar Service provided during the last 3 Financial Years as per Annexure-3 of Tender Document
v.	Copies of Registration Certificates of 3 Nos Electric Sedan Class Cars proposed to be hired to KSFC
vi.	Copy of the EPF Registration Certificate
vii.	Copy of the ESI Registration Certificate
viii.	Certificate from the Statutory Auditor in proof of Annual Turnover of Rs 10.00 Lakh



Tender No. KSFC/Admin/EVH

SI No	Documents
ix.	Documents in proof of Bidder's HO/BO in Bengaluru
x.	Copy of valid GST Number
xi.	Copy of PAN
xii.	Declaration that the Bidder has not been blacklisted by any State/Central Government Department or Central/State PSUs as on bid submission date.
xiii.	Technical Bid as per Annexure-2 of Tender Document

Signature & Name of the Bidder

Designation:

(Office Seal)

Date:



Tender No. KSFC/Admin/EVH

Annexure-3

Details of Similar Service provided during the last 3 Financial Years

Sl No	Client Details with Contact Nos	No. of Electric Vehicle hired	Period of Contract	Contract Value (Rs)	Date of commencement of service



Format Financial Bid Calculation
(NOT TO BE UPLOADED TO e-PROCUREMENT PORTAL)

SL No	PARTICULARS	For One Car/Month A	Total for Three Cars/Month B (A X 3)	Total for Three Cars for 2 Years C (B X 12 X 2)
		In Rupees		
1.	Hire charges per Month up to 2500 KM or 300 Hours including Electricity Cost for charging Vehicle, Driver's Salary, PF, ESI, IT, Maintenance/Repair charges, All other Charges and All Taxes.			
2.	Rate per KM, beyond 2500 KM in a Month			
3.	Rate per Hour beyond 300 Hours in a Month			
	Grand Total (D)			

IMPORTANT:

- The Bidders **should not** upload the above Format used for calculating Commercial Bid to e-Procurement Portal. However, the softcopy of the same needs to be mailed, after KSFC requests for the same, after opening Online Commercial Bid.
- The Bidders are requested to indicate only the Grand Total (D) above on the e-Procurement Portal. Bids showing different amounts will be rejected.



Format for Performance Bank Guarantee

To
The Deputy General Manager
(Personnel & Administration)
KSFC, 1/1 Thimmaiah Road Vasanth Nagar
Bengaluru 560052

WHEREAS M/S (Name of Service Provider) having its Registered Office at (Please provide complete address) (hereinafter referred to as “Service Provider”) was awarded a contract by Karnataka State Financial Corporation (KSFC) vide their Purchase Order No.dated (Hereinafter referred to as “PO”) for Hiring Electric Vehicles at KSFC,

AND WHEREAS, in the terms and conditions as stipulated in the PO and the Tender No. KSFC/Admin/EVH dated, the Service Provider is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs..... towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and Tender Document (which guarantee is hereinafter called as “BANK GUARANTEE”).

AND WHEREAS the Service Provider has approached us for providing you the BANK GUARANTEE.

AND WHEREAS at the request of the Service Provider, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it’s Head Office at at and a branch interalia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank) through our local office at furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

- 1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. (Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider of any of the terms and conditions



contained in the PO and Tender Document and in the event of the Service Provider committing default or defaults in carrying out any of the work or discharging any obligation under the PO or Tender Document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees only) as may be claimed by you on account of breach on the part of the Service Provider of their obligations or default in terms of the PO and Tender Document.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Service Provider has committed any such breach/default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Karnataka State Financial Corporation shall be conclusive as regards the amount due and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Service Provider after expiry of the relative Contract Period provided. The guarantee shall in no event remain in force after the expiration of the Contract Period without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiration of the Contract Period which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and Tender Document or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said PO and Tender Document and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. (Rupees..... only) as aforesaid or extend the period of the guarantee beyond the expiration of Contract Period of KSFC with the Service Provider unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Service Provider.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our



rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the PO and Tender Document and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by courier or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing un-cancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. The Bank Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Service Provider in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Service Provider shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above:

a) Our liability under this Guarantee shall not exceed Rs. (Rupeesonly)

b) This Bank Guarantee shall be valid and remain in force upto and including the date of expiration of Contract Period between KSFC and Service Provider

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of

Branch Manager
Seal and Address



Agreement

1. This agreement is made on..... between Karnataka State Financial Corporation, Bengaluru (Hereinafter called KSFC which expression shall unless excluded by repugnant to context, include its successors and assignees) and(Hereinafter called the Service Provider which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part.
2. Whereas KSFC has invited Tender for Hiring Electric Vehicles at KSFC vide **Tender No. KSFC/Admin/EVH**
3. KSFC has awarded the Tender for an amount of Rs..... (Including taxes) to the Service Provider, vide Purchase Order (PO) No _____ dated _____.
4. The work is to be carried out as per the directions of the designated officer of KSFC.
5. The scope of indicated in the Tender Document each item can be increased or decreased as per requirement, to be decided mutually between KSFC and Service Provider.
6. **Contract Period:** The Contract Period is for 2 (Two) Years which will be extended upto a maximum of another 3 (Three) Months on the same Rates and Terms & Conditions, subject to Satisfactory Performance of the Service Provider
7. The following document has been annexed as integral part of contract and initialised on behalf of parties hereto:
 - a. Tender No. KSFC/Admin/EVH published by KSFC.
 - b. The Purchase Order (PO) No _____ dated _____ issued by KSFC to Service Provider
8. **Non-Disclosure Condition:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Service Provider shall not, without prior written consent from KSFC, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of KSFC in connection therewith, to any person other than a person employed by the in the 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. The Service Provider shall not, without prior written consent of KSFC, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by KSFC, other than the Contract itself, shall remain the property of KSFC and shall be returned (in all copies) to KSFC, on completion of the Service Provider's performance under the Contract if so required by KSFC.
9. It shall be the sole responsibility of the Service Provider to ensure effective services and if there is any loss to KSFC during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the Service Provider as per the relevant clauses of Tender Document.
10. The Service Provider has furnished a Performance Bank Guarantee of Rs..... @ 10% of contract value as per the format given vide Annexure-5 of the Tender Document.
11. That any dispute or difference or claim arising out of, or in connection with, or relating to the contact or the breach, termination or invalidity thereof, shall be referred to and settled under the Arbitration Centre, Karnataka (Domestic and International) rules 2012, by one



- or more Arbitrators appointed in accordance with its Rules. The place of Arbitration proceedings shall be at Bengaluru.
- 12. The Service Provider will not sub-contract this order to any other agency or individual(s).
- 13. The Service Provider will be responsible for compliance of various statutory obligations and laws enacted from time to time.
- 14. The Service Provider shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
- 15. It is clearly understood by both the parties that this agreement is a supply/service agreement and not one offering any employment in KSFC.
- 16. The terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
- 17. Decision of KSFC in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the Service Provider.
- 18. That in case of any loss being suffered by KSFC or the violation of the terms and conditions of contract, KSFC shall have right to deduct all claims against Service Provider and KSFC shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
- 19. In case of any breach of the contract the KSFC will be entitled to withhold any payments due and accrued and also to forfeit the security deposit.
- 20. That if the withdraws from the contract within the currency of contract, the KSFC shall forfeit the security deposit without any refund. .
- 21. **Payment Terms:** As indicated in the Tender Document.
- 22. That the courts at Bengaluru, Karnataka alone shall have exclusive jurisdiction for all the legal purposes.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Bengaluru in the presence of the witness:

For Karnataka State Financial Corporation (KSFC)-(Signature of the authorised person with name & Seal

For Service Provider- (Signature of the authorised person with name & Seal)

Witness:

- 1. Signature with Name
- 2. Signature with Name

Important: If the Service Provider is a Company, the Authorised Signatory should furnish the following Documents in Original/Certified Copy.

- a. Resolution of the Board Meeting of the Company, authorising the Signatory (with Name and Designation) to sign Agreement on behalf of the Company.
- b. Resolution of the Board Meeting of the Company, authorising the Signatory (with Name and Designation) to affix Common Seal on behalf of the Company.