



RFP for Selection of Agency  
for Supply, Implementation,  
Maintenance of Airport Taxi  
Management System And  
Mobile Application on SaaS  
Model

**REF No: KSTDC/2017-18/TAXI/IND18**



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## 1. LETTER OF INVITATION

No: KSTDC/2017-18/TAXI/IND18

Managing Director  
Karnataka State Tourism Development Corporation

Date: 01/02/2018  
Bengaluru, Karnataka

### TENDER NOTIFICATION

[Through e-Procurement Portal only]

#### RFP for Selection of Agency for Supply, Implementation, Maintenance of Airport Taxi Management System and Mobile Application on SaaS Model at KSTDC

Karnataka State Tourism Development Corporation (KSTDC), Government of Karnataka (GoK) invites Bids from Agencies to Supply, Implementation, Maintenance of Airport Taxi Management System and Mobile Application on SaaS through e-Procurement portal ([www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)).

Interested Agencies may submit their Request for proposals (RFP) for Supply, Installation, Commissioning, Implementation and Support Services with requisite EMD electronically through e-procurement platform at <https://www.eproc.karnataka.gov.in/> The following shall be the calendar of events of Tendering:

RFP Publish Date	01-02-2018
Last date for receipt of pre-bid queries through email ( <a href="mailto:info@kstdc.co">info@kstdc.co</a> )	10-02-2018
Last date of receipt of Proposals	15-02-2018 by 18:00 hrs
Date of opening of Technical Proposal	16-02-2018 at 16:00 hrs
Date of Technical Presentation	Will be intimated later
Date of opening of Financial Proposal	Will be intimated to qualified Agencies
Earnest Money Deposit	INR 50,000/- (Fifty Thousand Rupees Only)

Postponement of Calendar of events (if any), subsequent notification, changes, amendments and selection/ rejection of proposal shall be intimated only through e-Procurement portal and will not be published in newspapers. KSTDC reserves the right to accept or reject any or all the tenders received without assigning any reasons thereof.

-Sd/-  
Managing Director,  
And Tender Inviting Authority  
Karnataka State Tourism Development Corporation,

## **2. INFORMATION TO AGENCIES**

### **2.1. INTRODUCTION**

- 2.1.1.** The Client named in the “Data Sheet” will select a firm among those participating in RFP in accordance with the method of selection indicated in the Data Sheet.
- 2.1.2.** The Agencies are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for Airport Taxi Management System implementation services as required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signing contract with the selected Agency.
- 2.1.3.** The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Agency under each phase must be up to the Client’s satisfaction before work begins on the next phase.
- 2.1.4.** The Agencies must familiarize themselves with local conditions and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Agencies are encouraged to visit to the Client office before submitting a Proposal, and attending a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is optional. The Agency’s representative should contact the officials named in the Data Sheet to obtain additional information on the pre-proposal conference.
- 2.1.5.** The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 2.1.6.** Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client Office are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 2.1.7.** Government of Karnataka (GOK) expects Agencies to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Agencies shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 2.1.8.** Without limitation on the generality of this rule, Agencies shall not be hired under the circumstances set forth below:
- (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently

providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

- (b) Agencies or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Agencies.

**2.1.8.1.** As pointed out in para. 2.1.7.1 (a) above, Agencies may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Agency should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Agency will be hired for the purpose.

**2.1.9.** It is GOK's policy to require that Agencies observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Agencies (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
- (d) Will have the right to require that, GOK to inspect Agency's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

## **2.2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

**2.2.1.** Agencies may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Pre-Proposal conference date. Any request for clarification must be sent in writing by electronic mail / e-Procurement/ post to the Client's address indicated in the Data Sheet. The Client will respond to such requests and will upload the copies of the response (Including an explanation of the query but without identifying the source of inquiry) on e-Procurement portal only.

**2.2.2.** At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda.

Addenda shall be posted on e-Procurement portal only and will be binding on Agencies. The Client may at its discretion extend the deadline for the submission of Proposals.

- 2.2.3.** Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.2 shall be construed as obliging client to respond to any question or to provide any clarification

### **2.3. PREPARATION OF PROPOSAL**

**2.3.1.** Agencies are requested to submit a Proposal (para 2.1.2) written in the language(s) specified in the Data Sheet.

**2.3.2.** In preparing the Technical Proposal, Agencies are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information in e-Procurement portal may result in rejection of a Proposal.

**2.3.3.** While preparing the Technical Proposal, Agencies must give particular attention to the following:

- (a) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.
- (b) It is desirable that the majority of the key professional staff proposed shall be permanent employees of the firm or have an extended and stable working relation with the firm.
- (c) Proposed key professional staff must have the minimum qualification and experience indicated in the Data Sheet.
- (d) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (e) Reports to be issued by the Agencies as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

**2.3.4.** The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- (a) A brief description of the Agency's organization and an outline of recent experience on assignments (Section 3.2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3.3).
- (c) A description of the methodology and work plan for performing the assignment (Section 3.4).

- (d) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (e) Any additional information requested in the Data Sheet.

**2.3.5.** The Technical Proposal shall not include any financial information other than that is specified in the Data Sheet.

### **Financial Proposal**

**2.3.6.** The Agency should quote their total price offer in e-procurement portal for all the services sought by the department in the Terms of Reference, including the GST. Department will pay the GST as per the prevailing rates. The breakup of cost shall be uploaded in the financial bid for all items of the RFP. Agency shall express the price of their services in Indian Rupees.

**2.3.7.** The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Agency is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Agencies who do not agree have the right not to extend the validity of their proposals.

## **2.4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

**2.4.1.** Interested bidders shall login to <https://eproc.karnataka.gov.in/eportal/index.seam> and follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

**2.4.2.** Downloading of tender documents, submission of proposal all will be through Government of Karnataka e-Procurement website <https://eproc.karnataka.gov.in/eportal/index> under login for Agencies. Agencies must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

### **2.4.3. EARNEST MONEY DEPOSIT**

**2.4.3.1.** The Agencies are requested to submit Earnest Money Deposit (EMD) as indicated in the e-Procurement portal along with the Technical Bid.

**2.4.3.2.** The Agency can pay the EMD in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)

**2.4.3.3.** The supplier/Agency's bid will be evaluated only on confirmation of receipt of the payment of EMD in the Government of Karnataka central pooling account held at designated Bank. EMD



amount will have to be submitted by the supplier/Agency taking into account the following conditions:

- (a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
- (b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is the responsibility of Agencies to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment.

\* For the details on e-Payment services refer to e-procurement portal for more details on the process.

**2.4.4.** The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.

**2.4.5.** An authorized representative of the Agency shall digitally sign the Proposal in e-Procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

**2.4.6.** The Agency shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka e-Procurement portal.

**2.4.7.** Agency has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.

**2.4.8.** The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

**2.4.9.** After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through e-procurement portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

#### **2.4.10. REFUND OF EMD**

**2.4.10.1.** Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Agencies will be refunded to the respective Bank accounts of the supplier/Agency registered in the e-Procurement system.

**2.4.10.2.** The earnest money deposit of unsuccessful Agency will be returned after the award of proposal to the successful Agency.

**2.4.10.3.** The earnest money deposit of the successful Agency will be discharged when the Agency has furnished the required Performance Security and signed the Agreement.

**2.4.10.4.** The earnest money deposit may be forfeited:

- (a) if the Agency withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
- (b) if the Agency does not accept the correction of the contract Price, pursuant to Clause 2.5.7; or
- (c) In the case of a successful Agency, if the Agency fails within the specified time limit to: (i) Furnish the required Security deposit; or (ii) Sign the Agreement.
- (d) In case of Agency submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal.

## 2.5. PROPOSAL EVALUATION

**2.5.1.** From the time the Proposals are opened to the time the Contract is awarded, if any Agency wishes to contact the Client on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Client in the Client's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Agency's proposal.

**2.5.2.** Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

**2.5.3.** The Evaluation Committee appointed by the Client as a whole and each of its Members individually evaluates the Proposals on the basis of their responsiveness to the Terms of Reference, applying the Eligibility and Evaluation Criteria, Sub Criteria and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (St). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet. The Technical bids of only the firms satisfying the following criteria will be evaluated:

#	Parameters	Requirement description	Supporting evidence # required
1.	Incorporation of the firm. Legal Entity	The Agency should be a company registered in India under the Indian Companies Act, 1956 with a registered office and operations in India.	Company incorporation certificate/ registration certificate as per Indian Companies Act, 1956 shall be submitted.
2.	Implementation of proposed Taxi (Fleet) Management System And Mobile Application	The Agency should have experience of implementing the Taxi (Fleet) Management System And Mobile Application for a fleet size of not less than 1000 taxis within India or abroad with project value not less than INR 25 lakhs within the past three years.	Work Order / Project completion certificate from the client indicating functionalities

#	Parameters	Requirement description	Supporting evidence # required
3.	Experience of the Bidder	The bidder should have been in the Software Application Development & Mobile Application Development Business for the past 3 years.	Supporting document to be enclosed.
4.	Turn Over from IT/ ITeS	The Agency should have an average Turn Over of INR 50 Lakhs during the last 3 Financial Years (FY 2014-15, 2015-16, 2016-17) from IT/ ITeS.	Copy of Audited Profit and Loss statement of the company duly certified by Statutory auditor/ certificate from the Statutory Auditor clearly stating Turn Over Details for the respective three Financial Years.
5.	GST and PAN Registration	The bidder must have valid GST Registration and PAN with the government.	Copy of the GST Registration Certificate and PAN registration certificate.
6.	Declaration of not being Blacklisted	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any State or Central Government or any State or Central PSU in India.	As per Form A
7.	Power of attorney / Board resolution	A power of attorney / Board resolution in the name of the person signing the bid.	Power of attorney/ Board resolution copy.
8.	Quality of Service Delivery	The agency providing the application development/ customization, deployment, and maintenance as described in the scope of work, should have an active SEI CMMI level 3 or above certification as on date of submission of bid	Certificate issued by CMMI Institute or Declaration as per Form D
9.	Local presence in Bengaluru	The bidder should have a local presence in Bengaluru and should be offering local support services in Bengaluru.	a) Rent Agreement in the name of the Company b) Resource deployment details with Client contact information.
10	OEM Authorization	The bidder should provide the Tender specific authorization certificate from OEM (MAF) wherever required.	MAF to be enclosed

## 2.6. NEGOTIATIONS

**2.6.1.** Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

- 2.6.2.** Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Agency will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Agency can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 2.6.3.** Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 2.6.4.** Having selected the Agency on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Agency may be disqualified.
- 2.6.5.** The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Agency will initial the agreed contract.

## **2.7. AWARD OF CONTRACT**

- 2.7.1.** The contract will be awarded following negotiations. The Agencies whose offer has been accepted will be notified by the Client prior to expiration of the validity of proposal by a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Agency, the Client will promptly notify other Agencies that they were unsuccessful through e-procurement portal only.
- 2.7.2.** The Agency is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 2.7.3.** Notwithstanding Clause 2.8.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Agencies or any obligation to inform the affected Agencies or Agencies of the grounds for the Clients action.

## **2.8. PERFORMANCE SECURITY**

- 2.8.1.** Within 14 days of receipt of the Letter of Acceptance, the successful Agency shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent to INR 1,00,000 (One Lakh Rupees Only)
- (a) Banker's cheque /Demand draft,/Pay Order in favor of The Managing Director, Karnataka State Tourism Development Corporation, Government of Karnataka.

(b) A bank guarantee in the form given in Appendix F; or

**2.8.2.** Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

**2.8.3.** The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

## **2.9. DISCLOSURE REGARDING EVALUATION PROCESS**

**2.9.1.** Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Agency who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Agency has been notified that it has been awarded the Contract.

## **2.10. DATA SHEET**

No	Section	Title	Details
1	2.1.1	Name of the Client	Karnataka State Tourism Development Corporation (KSTDC) Ground Floor, BMTC Yeshwantpur TTMC (Bus Stand), Yeshwanthpur Circle Bengaluru 560 022, Karnataka Tel:- 080 4334 4334
2	2.1.1	Method of Selection	Quality and Cost Based Selection (QCBS)
3	2.1.2	A technical and Financial Proposal are requested	Yes
4	2.1.2	Name of the Project	Supply, Implementation, Maintenance of Airport Taxi Management System And Mobile Application on SaaS Model
5	2.1.2	Objective of the project	RFP for Selection of Agency for Supply, Implementation, Maintenance of Airport Taxi Management System And Mobile Application on SaaS Model that works seamlessly
6	2.1.2	Description of the Project	Please refer Section V Terms of Reference
7	2.1.3	The Assignment is phased	No
8	2.1.4	A pre-proposal conference will be held	No
9	2.1.5	Pre proposal conference time & date	Not Applicable

No	Section	Title	Details
10	2.1.6	A pre-proposal conference venue	Not Applicable
11	2.1.7	The Client envisages the need for continuity for downstream work:	Yes
12	2.1.8	Clauses on fraud and Corruption	Sub-Clause 2.7.1(d) of General Conditions of Contract.
13	2.2 (a)	Clarifications	Clarifications may be requested up to 07-02-2018 15.00 hours The address for requesting clarifications is:  Managing Director Karnataka State Tourism Development Corporation (KSTDC) Ground Floor, BMTC Yeshwantpur TTMC (Bus Stand), Yeshwantpur Circle Bengaluru 560 022, Karnataka Tel:- 080 4334 4334 Email: <a href="mailto:info@kstdc.co">info@kstdc.co</a>
14	2.3.1	Language of Proposal	English
15		Agency may associate with other Agency (Consortium)	No
16	2.3.3 (vi)	Reports which are part of the assignment must be written in the following language	English
17	2.3.4 (vii)	Training is an important feature of this Assignment	Yes
18	2.3.4(ix)	Additional Information in the Technical Proposal includes	Nil
19	2.3.3	The estimated number of Key Professional Staff Months required for the assignment	Based on the Scope of Work, the Agency shall form a multi-disciplinary team (the "Agency Team") for undertaking this assignment.
20	2.3.3. (iv)	The minimum qualification and experience required for the proposed key and sub key professional staff is:	As per manning schedule in Terms of Reference and scope of Agency
21	2.3.8	Validity of Proposals	90 days
22	2.7.2	Commencement of the Assignment	<b>7 days</b> from date of Signing of the Contract

No	Section	Title	Details
23	2.4.9	Last Date and time for submission of proposal	As notified in the Government of Karnataka e-Procurement portal
24	2.5.1	The address to send information to the Client is:	Karnataka State Tourism Development Corporation (KSTDC) Ground Floor, BMTC Yeshwantpur TTMC (Bus Stand), Yeshwantpur Circle Bengaluru 560 022, Karnataka Tel:- 080 4334 4334 Email: <a href="mailto:info@kstdc.co">info@kstdc.co</a>
25	2.6.1	Location for Negotiations	At Clients Office
26	-	EMD	INR 50,000/- (Fifty Thousand Rupees Only)
27	2.8.1	Performance Security	INR 1,00,000/- (One Lakh Rupees Only)
28	2.5.3	Evaluation Criteria for Technical Proposal	The Details are provided in the table below.
29	-	Duration of the contract	1 year (12 months) extendable for further period of 4 years on 'Year-on-year' basis

### Evaluation criteria for Technical Proposal

The Agency will be evaluated based on the below mentioned parameters. The weightage provided to each of the parameters are as provided below,

#	Parameter/ Criteria	Marks
1	Relevant Experience of the firm/ relevant project credentials	45 marks
2	Approach and Methodology	55 marks
<b>Total</b>		<b>100 marks</b>

#	Criteria	Evaluation Parameters	Maximum marks	Documents to be submitted
(a)	(b)	(c)	(d)	(e)
1.	The bidder should have completed / Substantially Completed the projects in travel industry within India or abroad during the past 5 years 3 Projects with Value INR 30 lakhs	3 projects of minimum value INR 30 Lakhs ( <b>or</b> ) 2 Projects of minimum value INR 40 Lakhs ( <b>or</b> ) 1 project of minimum value 50 Lakhs – <b>15 Marks</b>	<b>25</b>	Completion Certificate from the client/ Substantially completed * certificate (for ongoing projects)

	2 Projects with value INR 40 lakhs 1 Project with Value INR 50 Lakhs	4 to 5 projects of minimum value INR 30 Lakhs <b>(or)</b> 3 to 4 Projects of minimum value INR 40 Lakhs <b>(or)</b> 2 to 3 projects of minimum value 50 Lakhs – <b>20 Marks</b> Equal or greater than 6 projects of minimum value INR 30 Lakhs <b>(or)</b> Equal or greater than 5 Projects of minimum value INR 40 Lakhs <b>(or)</b> Equal or greater than 4 projects of minimum value 50 Lakhs – <b>25 Marks</b>		from the client shall be submitted
<b>2.</b>	The Bidder should have experience of implementing the Taxi (Fleet) Management System And Mobile Application for a fleet size of not less than 1000 taxis within India or abroad with project value not less than INR 25 lakhs. The solution should have GPS Monitoring, Taxi Booking and Driver Module  The completion certificate should have been issued within past 5 years, preceding the date of submission of the RFP.	Fleet size of the Taxi Management System implemented is 1000-2000 taxis:- 5 marks Fleet size of the Taxi Management System implemented is 2001-5000 taxis:- 5 marks :- <b>15 marks</b> Fleet size of the Taxi Management System implemented is 5001-10,000 taxis:- <b>20 marks</b>	<b>20</b>	Completion Certificate from the client/ Substantially completed * certificate (for ongoing projects) from the client shall be submitted
<b>Sub Total</b>			<b>45</b>	
<b>5</b>	Meeting Technical Requirement Specifications (TRS)	NA	<b>20</b>	Provided at Section: 6
<b>6</b>	Meeting Functional Requirement Specifications (FRS)	NA	<b>15</b>	Provided at Section: 7.



<b>7</b>	Approach & Methodology for Core Implementation and Roll-out [Minimum parameters for evaluation: understanding of the Client’s business and issues, understanding of objective of the Project, implementation plan, roll-out plan, training strategy & plan, entry strategy, project plan & resource deployment plan]	Live presentation of one of the existing Fleet management solution.	<b>15</b>	<p>The Bidder will be required to make a presentation to the representatives of the Client on this aspect. The proposed Project Manager along with the identified key resources should be present during the presentation.</p> <p>In addition, the Bidder will be required to arrange a live demonstration at his own cost at select client site in India for the representatives of the Client.</p>
<b>8</b>	Approach Methodology Maintenance Support  [Minimum parameters evaluation: maintenance support strategy plan, resource deployment contingency call logging resolution methodology, maintenance methodology]	Necessary write-up (in not more than 10 pages)	<b>5</b>	The Agency will be required to make a presentation to the representatives of the client on this aspect. The proposed Project Manager along with the identified key resources should be present during the presentation.
<b>Sub Total</b>			<b>55</b>	
<b>Total Maximum Marks: (“Maximum Technical Score”)</b>			<b>100</b>	

**Note: 1. Evaluation of responses to Technical Requirement Specifications (TRS) & Functional Requirement Specifications**

Agency shall respond to the questions under Technical & Functional Requirements as mentioned in Section: 6 & 7 in the form of “Yes”/“No” based on which the evaluation would be done by the Agency.

Criteria	Marks
If Bidder replies 90% or above of the total requirements as “Yes”	10

If Bidder replies 80% to 90% of the total requirements as “Yes”	8
If Bidder replies 70% to 80% of the total requirements as “Yes”	6
If Bidder replies 60% to 70% of the total requirements as “Yes”	4
If Bidder replies 50% to 60% of the total requirements as “Yes”	2
If Bidder replies < 50% of the requirement as “Yes”	0

The Agency is required to submit at least one of the following supporting documents for each of the projects quoted for evaluation.

- Work orders from the Client
- Completion certificates from the Client

**(a) Overall Evaluation Criteria for the Proposal**

The Agency must achieve a minimum of 70% marks overall, for it to be eligible for opening of Financial Proposal. The weightage given to Technical Evaluation for bid evaluation is 70%.The weightage given to Financial Proposal for bid evaluations is 30%.

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as  $Sf=100 \times Fm / F$  in which Sf is the financial score, Fm is the lowest price offer and F is the price offer of the proposal under consideration. Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T=0.70 and P=0.30)  $S=St * T + Sf * P$ . The Agency securing the highest combined technical and financial score will be invited for negotiations. The Financial proposal shall be cumulative for all three projects together with also a breakdown for each project.

### 3. TECHNICAL PROPOSAL - STANDARD FORMS

#### 3.1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]  
From: (Name of Agency)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:  
The Managing Director,  
Karnataka State Tourism Development Corporation  
(KSTDC),  
Ground Floor, BMTc Yeshwanthpur TTMC  
(Bus Stand), Yeshwanthpur Circle  
Bengaluru 560 022, Karnataka

Dear Sir,

**Subject: Supply, Implementation, Maintenance of Airport Taxi Management System and Mobile Application on SaaS Model**

We, the undersigned, offer to provide the Airport Taxi Management System And Mobile Application Implementation Services for the above in accordance with your Request for Proposal dated [Date], I. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to KSTDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last three years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by KSTDC.
5. I/We do not have any conflict of interest in accordance with Clause 2.7.1 of the RFP Document;
6. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

as defined in Clause 2.1.8 of the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with KSTDC or any other public sector enterprise or any government, Central or State; and

7. The Proposal is unconditional and unqualified
8. I/We agree to keep this offer valid for 30 (Thirty) days from the Proposal Due Date specified in the RFP.
9. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.

If negotiations are held during the period of validity of the proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Agency:  
Address:

### 3.2. AGENCY/ FIRM'S REFERENCES

#### Relevant Services carried out in the last five (5) years that best illustrate Qualifications

Using the format below, provide information on each reference assignment for which your Firm/ Entity, either as a single firm as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key professional staff provided by your Firm/entity(profiles):
Name and address of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.):
Name of Associated Agency, if any:		No. of Months of Key professional staff, provided by Associated Agencies:
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of actual services provided by your staff:		

Agency Name: \_\_\_\_\_

### 3.3. COMMENTS AND SUGGESTIONS OF AGENCY

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the Data, Services, and Facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

**Agency's Name:** \_\_\_\_\_

### **3.4. DESCRIPTION OF THE OBJECTIVES**

#### **AGENCY'S NAME:**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

- Technical Approach and Methodology, and
- Work Plan.

Both the Technical Approach & Methodology and Work Plan should be submitted in Power point Presentation Format. The same should be presented to the Bid Evaluation committee as and when informed.

- a. Technical Approach & Methodology - Understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Agency should highlight the problems being addressed and their importance, and explain the technical approach the Agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- b. Work Plan: The Agency should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference(TOR) and ability to translate them into a feasible working plan.

### **3.5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

Not Applicable to this RFP



**3.6. POWER OF ATTORNEY OF AUTHORIZED SIGNATORY FORMAT**

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with **us** and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for **'Selection of Agency for Supply, Implementation, Maintenance of Airport Taxi Management System And Mobile Application on SaaS Model at KSTDC** proposed or being hosted by the Managing Director, KSTDC, (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to 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 said Authorized Signatory 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 IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20..... in line with the following points

- ❖ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ❖ Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted .....

(Signature)

(Name, Title and Address of the Authorized Signatory)

(\* To be executed on appropriate non-judicial stamp paper)

### 3.7. FINANCIAL CAPACITY OF THE BIDDER

(On the Letterhead of the Independent Auditor / Statutory Auditor)

#### Financial Capacity of the Bidder

SL No	Financial Year	Turnover (in INR.)
1	2016-17	
2.	2015-16	
3.	2014-15	

Certificate from Chartered Accountant

This is to certify that..... (Name of the Bidder) has a turnover in the last three financial years as shown in the table above from IT/ ITeS

(Signature, name and membership no. of auditor)

Name of the audit firm:

Seal of the audit firm :

Date:

Firm Registration No.:

#### 4. FINANCIAL PROPOSAL - STANDARD FORMS

##### 4.1. FINANCIAL PROPOSAL SUBMISSION FORM

**\*Note:** In case e-procurement portal does not give option to upload financial proposal forms as per the tender document, the bidders are advised to submit only the 100% of Total Price to be collected directly from the Taxi Driver by the bidder inclusive of all taxes

[Location, Date]

From: (Name of Agency)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:  
The Managing Director,  
Karnataka State Tourism Development Corporation  
(KSTDC),  
Ground Floor, BMTC Yeshwantpur TTMC  
(Bus Stand), Yeshwantpur Circle  
Bengaluru 560 022, Karnataka

Dear Sir,

Subject: Supply, Implementation, Maintenance of Airport Taxi Management System and Mobile Application on SaaS Model

We, the undersigned, offer to provide Airport Taxi Management System And Mobile Application Implementation Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of \_\_\_\_\_ [Amount in Words and Figures] (including taxes).

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award 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 you are not bound to accept any proposal you receive.

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Agency:  
Address:

## **5. TERMS OF REFERENCE**

### **5.1. ABOUT KARNATAKA STATE TOURISM DEVELOPMENT CORPORATION (KSTDC)**

Karnataka State Tourism Development Corporation Limited (KSTDC) was incorporated on 1971 as a Company wholly owned by the Government of Karnataka. KSTDC is providing accommodation and transport facilities to the domestic and international tourists. For the purpose of providing accommodation catering and pleasure boating facilities the Corporation is operating Mayura Chain of 18 Hotels, 5 restaurants and 2 boat club in important tourist destinations.

KSTDC is also operating tour packages and safari services with the help of its own fleet strength of 52 vehicles comprising of Luxury Buses, Mini Buses and Volvo buses. KSTDC operates such tours to various tourist destinations from ½ day tour to 30 days package trips. KSTDC also provides vehicles on contract basis to the larger groups and student communities. KSTDC is also undertaking to provide facilities like accommodation and transportation to large conferences and events within the state and outside the state. Transport tour facilities are being operated from Bengaluru, Mysuru, Hospet and Mangaluru.

Currently, KSTDC is operating postpaid airport taxi service at BIAL with a fleet of 500 AC taxis and 100 non-ac taxis.

### **5.2. OBJECTIVES OF THE RFP**

KSTDC intends to employ a fleet management system by leveraging ICT to streamline and improve the functioning of Airport Taxis in order to bring efficiency, transparency, and accountability. It is envisaged to transform the corporation's commitment to efficient "customer centric" organization, by providing cost effective services and enhance governance through improved access to accurate information, transparent and responsive institution.

In this regard, KSTDC proposes to implement a highly efficient Airport Taxi Management System which not only enhance the user experience in availing the KSTDC's Airport Taxi services, but also enable KSTDC in effectively manage the fleet.

The broad objective of this project includes

- Increase Airport Taxi operational efficiency by providing timely, accurate and consistent Mobile Application Services
- Real Time monitoring of the taxi fleet
- Enhance Taxi Customer's experience
- Automate the fare calculation and Bill generation by allowing greater financial control
- Promote customer centric administration by making all the activities right from booking till billing, accurate, customer friendly and convenient.
- Reduce delays and ensure promptness in delivery of services to customers through integrated processes
- Strengthen the KSTDC Airport Taxi fleet through tracking and real time monitoring
- Improve service delivery to Customers

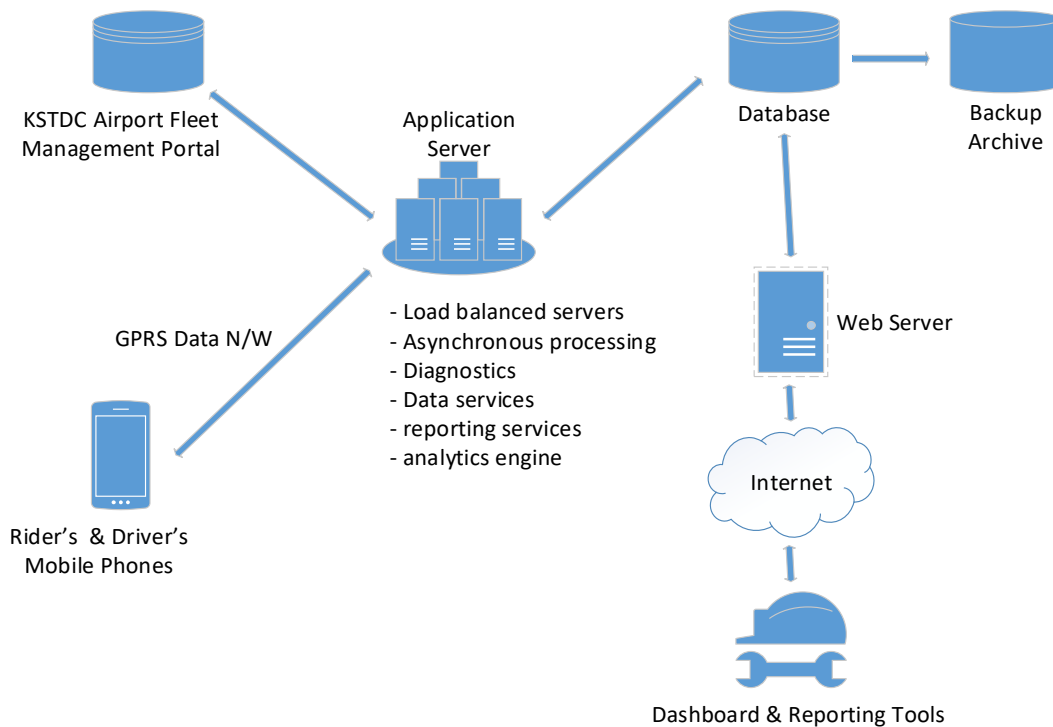
- Check unfair practices and facilitate proactive decision making, ensure high degree of statutory compliance and achieve transparent operations.
- Generating intelligence reports to provision resources in a better manner
- Better grievance redress mechanism
- Provide more business through Mobile App and Call Centre services

### 5.3. SCOPE OF SERVICES

#### 5.3.1. DEVELOPMENT & IMPLEMENTATION OF SAAS MOBILE APPLICATION.

The Agency will have to carry out Development & Customization of SaaS Mobile Application as per the overall architecture design approved by KSTDC. The proposed system must be service oriented as its fundamental design principle. This is to facilitate scalability and rearrangement of modular functionality to easily adapt to the existing processes. This would also enable change of functionality in specific modules/ services if required, without impacting other service components.

The architecture of the chosen solution must employ a fault tolerant design with enough redundancy to prevent data loss due to hardware failures or network outages. The detailed design and working of the system on component level must be submitted as part of technical bid.



The proposed system must employ mobile apps technologies in a way that enables offline usage while making the taxi bookings.

The application server and system in general must support the following mechanisms.

The Technical Proposal must clearly mention how the following points are achieved in the system.

1. Load balanced servers
2. Asynchronous processing
3. Diagnostics
4. Data services
5. Custom Reporting / analytic services
6. Offline data retention on mobile and sync.
7. Data backup and archival / retrieval.

Proposed SaaS Mobile Application Solution Must support each of the following Mobile Operating Systems i.e. Android, IOS. Proposed Dashboard Solution should support each of the following browsers i.e. Internet explorer, Chrome, Firefox & Safari. Mobile Solution provided by Service Provider should be based on open technologies like JAVA and .NET and these should follow Open Standards. The complete solution proposed must be SOA compliant and not be a simple amalgamation of open source utilities or software available online.

The SaaS Mobile Application software must have the following features/Modules:

- Support for commonly available android, windows and IOS mobile phones. The support and maintenance plan must include capability to address updates for newer version of phones as they become available to ensure solution continuity.
- Support for typical data Entry features:
  - This must include text, selections, lookups, photos, GPS, barcodes and hand drawn Signature.
- GPS mapping, Geo tagging and time stamping of Taxis.
  - This must include support for GPS location recording at time of booking and its availability for GIS (or web mapping tools) integration.
- Multiple Forms per user and ability to modify Forms / fields anytime without recalling the handsets
- Ability to work offline and all other features must work on offline with synchronization aspects being automatically taken care of
- Web based multi role managerial login to allow the system to function as a report viewing interface and communication platform. This needs to be customized as per departments' processes.
- Report generation and location map embedding.
  - When generating individual reports, it is essential to establish authenticity images and location map in the report document.

- Report generation in PDF/ MS office format.
  - As required, the agency would be instructed to create report templates in specified formats and layouts with appropriate header graphics. Changes to such templates should be supported without a reinstall of software and be done by local admin accounts.
- Auto report mailing to pre-specified email address (as many copies as required to multiple email IDs).
  - Admin accounts should be able to perform user management functions including change in destined email reporting ids
- Secure Web interface for data management.
  - a. Web base dashboard shall take into consideration, best practice for web security. Efficient, fast loading web interface will be a key usability criterion.
  - b. Area / location wise/User wise report drill down/ view.
  - c. Excel based and statistical summary reports as per requirements.
  - d. Admin interfaces for a suitable role shall be created to perform synchronization
- Disaster Management strategy / Document and Image storage with cloud based data backup
  - a. a. The solution should effectively address all steps of data management and must follow the best practices.
  - b. b. It is anticipated that the solution supports automated and live back up to offsite location as minimal disaster management strategy.
  - c. c. Suitable hardware and software configuration must be employed and be supported by the software to ensure proper level of redundancy and switch over capabilities
- Report and dashboard layout customization – services to be provided as per department requirements
- Provision to link to Mobile Data Terminal / Black box which are placed inside the existing taxi fleet
- Provision to use printer for printing the bills on completion of trip either by blue tooth or any other technology as approved by KSTDC.

## **Call Center for Airport Taxi**

The Agency should have a Call Centre for the project which shall provide call management services that will automate processes to consolidate, log, track, manage Airport Taxi Bookings. The Service will act as a single point of contact Help Desk tool for all users\taxi drivers. It will help KSTDC to accelerate the booking process, maintain accurate fleet details.

A centralized helpdesk would facilitate resolution of day to day technical issues faced by the technical coordinators at the remote level through call ticket management system. Following activities shall be carried out at the help desk:

- i. Assign severity level to each call

- ii. Track each call to resolution
- iii. Escalate the calls, to the appropriate levels, if necessary as per escalation matrix, which can be defined at the time of award of contract
- iv. Escalate the call related to usage of application software to respective application owners
- v. Provide feedback to callers.
- vi. Analyze the call statistics
- vii. Creation of knowledge base on frequently asked questions to aid users.
- viii. Provide more business to the taxi fleet

## Training

- Training of staff is essential for ensuring that the software developed is actually put to use. Hence, the selected bidder shall also ensure a proper hands-on training to the designated end-users on the solution implemented so as to make them well conversant with the functionalities, features and processes built in the solution.
- Training could have multiple sessions as per the need and requirement of the project/application. Hence, selected bidder shall conduct Training Needs Analysis of all the concerned staff and draw up a systematic training plan. There should be sufficient number of trainers in every training session for conducting the training program.
- Training methodology will be an interactive workshop. The success of the training will be determined by the ability of the participants to clearly understand how to use the system with minimal help.
- The content of the training plan and schedule shall be mutually decided by the department and the selected bidder later at an appropriate time period.
- The space for training will be provided by the department. The requisite training infrastructure like computers, projector with screen shall be provided the Service Provider.
- The selected bidder shall provide training material (role base), the language of training material shall be in Kannada and English.
- The bidder shall ensure that all the training documentation in Hardcopy and Softcopy is in place (user training, operation procedures, visual help-kit etc.).

## Time Schedule

The project shall be completed within a period of 30 days from the issue of work order and Agreement for which an activity wise time chart would be prepared and adhered to. The failure to complete the work within stipulated delivery period shall invite penalty at the rate of Rs. 5000 per day.

## 5.4. EXISTING APPLICATION

Application Name	Type of the Application	Name of the Agency	Technology used
Airport Taxi Management System	Third Party (SAAS)	Infotrack Solutions	Framework : ASP.NET Database : SQL Server 2012 Server OS : Windows Server 2012



## 5.5. OVERALL SCOPE OF SERVICES

- KSTDC intends to provide a mobile platform for taxi drivers to obtain bookings through App. The Agency selected by the bidder will have to provide the Airport Taxi Management System and Mobile Application.
- The Bidders will have to bid a fixed amount per taxi per month.
- The Selected Bidder will have to directly collect money from the taxi drivers. The Selected bidder shall not charge any cost to KSTDC for providing the said software solution.
- The ownership of the Airport Taxi Management System and Mobile Application provided by the selected bidder shall be vested with KSTDC
- KSTDC directly collects fixed charges from drivers towards parking charges and its overheads
- Bidder to provide daily reports to KSTDC as per the specification mentioned in this RFP Document.
- Bidder to provide driver App, Rider App, call center Web Application, Helpdesk support and MIS reports to KSTDC

## 5.6. KSTDC'S PAYMENT CALCULATION

The payments to be made to KSTDC by the Taxi Driver towards parking charges and other overheads is out of scope of this RFP. Such payments shall be made to KSTDC directly by the drivers.

## 6. TECHNICAL SPECIFICATION REQUIREMENTS

### 6.1 Scalability

S No.	Requirement description	Compliance (Y/N)
1	The system must be able to be handle a 50% increase in capacity or load with only configuration changes and no change to core system code and product set	
2	The system must be designed such that processes do not take exponentially longer in relation to increases in users, database size, transactions	

### 6.2 Product Customization

S No.	Requirement description	Compliance (Y/N)
1	Where the SaaS software product is employed the requirements are expected to be met using the core product itself and optionally the use of configuration options available in the Software product. Configuration options must be supported going forward, i.e., in subsequent versions	
2	The vendor shall make minimal use of Platform (Operating System) specific calls or facilities and, where these are unavoidable, the vendor	

S No.	Requirement description	Compliance (Y/N)
	shall ensure that any use of operating system enhanced features will be modular to enable easy replacement and prevent lock-in	
3	The configuration of business data to be exchanged with any of the systems is expected to be business-process-centric in nature	
4	The data exchange is expected to conform to an open and interoperable standards	
5	The data exchange or in motion shall be secure from interception and interpretation by unintended recipients	

### 6.3 System Recovery/Business Continuity Planning

S No.	Requirement description	Compliance (Y/N)
1	<p>Processes must be in place to allow for recovery to a disaster recovery hardware platform, and will provide:</p> <p>Estimates of recovery time objective and recovery point objective;</p> <p><i>Recovery Point Objective:</i> 2 Hours before the point of failure. This implies that after the server crash, all the transactions before the 2 hours of crash should be recovered.</p> <p><i>Recovery Time Objective:</i> The system should be restored brought back to operation with in the 2 hours of the incident of crash.</p> <p>Mean Time to Repair: The time to repair the system should not be greater than 1 hour.</p> <p>Mean Time Between Failures: The average time between the failures should be no more than 182.5 days. (6 Month period)</p> <p>Proposed method of recovering the logical state of the production service;</p> <p>Likely extent of data loss in the event of such recovery being required.</p> <p>Estimates of the number of concurrent users the platform will support.</p> <p>Anticipated variances to the level of service provided by the live, production environment.</p>	
2	<p>The following must be documented:</p> <ul style="list-style-type: none"> <li>Disaster Recovery Plan, identifying the operations involved in disaster recovery and the dependencies between these operations;</li> <li>Disaster Recovery Procedures, providing step-by-step instructions for the operations identified in the Disaster Recovery Plan.</li> <li>Disaster Recovery Test Plan, identifying the steps and resources required to carry out a Disaster Recovery test to validate the Disaster Recovery Plan and Procedures.</li> </ul>	

S No.	Requirement description	Compliance (Y/N)
	<p>Note.</p> <ol style="list-style-type: none"> <li>1. <i>This excludes business continuity activities.</i></li> <li>2. <i>Disaster Recovery test plan will be implemented prior to go live.</i></li> </ol>	
3	<p>In the event of a total system failure, a retrieve, store and forward service providing the following capability must be available to provide a recovery time objective of 2 hours.</p> <ol style="list-style-type: none"> <li>1. The ability to retrieve and read transaction records for the purpose of providing the any normal business services (this include the normal day today activities of the entity). The database records for the transaction will be updated at a later time.</li> <li>2. Recovery Point Objective is defined such that data records retrieved will be no older than point of failure minus 15 minutes.</li> <li>3. The above may be constrained by the solution.</li> </ol>	
4	<p>In the event of a major incident or disaster, full disaster recovery facilities must be provided to allow the system to be made available within the following timescales:</p> <ul style="list-style-type: none"> <li>• Critical processes: 24 hours.</li> <li>• Mid-level processes: 3 days.</li> <li>• Low-level processes: 6 days.</li> </ul>	
5	<p>Each individual sub-system of the System should be able to be recover its database or application, via backups or re-do logs, to a level to be defined by service level agreement.</p>	
6	<p>Each individual component of the system (e.g. network, servers) will have service levels agreed with regard to reliability and fix times by means of a Document of Understanding or a Supplier SLA.</p>	
7	<p>Following any failure, it should be possible to return the System to the state following the last committed transaction.</p>	
8	<p>Where data/files have been transmitted incorrectly, the System must provide facilities for re-sending selected data</p>	
9	<p>Faults must be fixed, and estimates of fix times provided, in line with the following timescales:</p> <p>Priority 1: 15 minutes to acknowledge and act, Fix or escalate within 1 hour</p> <p>Priority 2: 15 Minutes to acknowledge and act, Fix or escalate within 2 hours</p> <p>Priority 3: 1 hour to acknowledge and act, Fix or escalate within 4 hours</p> <p>Priority 4: 3 hours to acknowledge and act, Fix or escalate within 3 days</p>	

S No.	Requirement description	Compliance (Y/N)
	Priority 5: 1 day to acknowledge and act, Fix or escalate within 1 week Priority 6: 3 days to acknowledge and act, Fix or escalate within 3 months Note. <i>For external supplier's response and fix times will be established by negotiation.</i>	
10	An escalation matrix, procedures and processes must also be defined to ensure that KSTDC can escalate unresolved faults when necessary. <ul style="list-style-type: none"> <li>• A named administrative contact, responsible for day-to-day communication of fault and status information</li> <li>• A single telephone number for communication of urgent faults and issues</li> <li>• A single electronic mail address for communication of faults and related information</li> </ul>	
11	A broadcast information facility will be provided to communicate information regarding system issues and faults reports.	

#### 6.4 Software Release Control

S No.	Requirement description	Compliance (Y/N)
1	All software deliveries (full or patch) must include a release note including the following items: <ul style="list-style-type: none"> <li>• A unique software release version for the delivery.</li> </ul> A full list of the contents of the software delivery: <ul style="list-style-type: none"> <li>• Software versions, file sizes and file modification dates of all components included in the delivery.</li> <li>• All reported faults which are newly fixed in the delivery, identified by fault reference code and including a brief description of the nature of the fix.</li> <li>• All change requests which are completed in the delivery, identified by the appropriate reference code and including a brief description of the means whereby the change is implemented.</li> <li>• Installation scripts (all database upgrade scripts should have the option to either rebuild the schema or upgrade the previously installed version). All database upgrade scripts should maintain data and data integrity.</li> <li>• Installation procedures (pre-installation and post-installation).</li> <li>• How to reverse the installation of the release.</li> </ul>	

S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> <li>All information required to make any appropriate changes to the tuning and configuration of the production Systems or database such that they continue to meet their specifications.</li> </ul>	
2	<p>Release notes for all full software deliveries should include the following additional items:</p> <ul style="list-style-type: none"> <li>All known outstanding faults in the delivery, identified by the fault reference code and including all work-rounds (if any).</li> <li>All software items, with versions, required to successfully operate the delivered software.</li> <li>A successfully built executable from the delivered source code.</li> <li>Reference to the hardware configuration required to successfully operate the delivered software.</li> <li>Pre-requisite software requirements (if any).</li> <li>Dependencies on versions of interfacing components.</li> </ul>	
3	<p>Release notes for all patch software deliveries should include the following items (in addition to the items required for all deliveries):</p> <ul style="list-style-type: none"> <li>Any new or changed work-rounds for faults which have been included in previous release notes.</li> <li>All new work-rounds for outstanding faults which have not been included in previous release notes, identified.</li> <li>Any changes to the hardware or software including versions required to successfully operate the delivered software or to build the delivered executable code from the delivered source code.</li> </ul>	
4	<p>All full and patch software deliveries should include all components required to update the system environment from the previous release level to the new release level.</p>	
5	<p>The vendor must be able to roll back changes to last known working configuration in case of failure in application of operating or application software upgrades, patches, releases etc.</p>	
6	<p>All software releases that affect existing transaction data (i.e. customer records, payment information, contract details) should include data migration scripts to migrate transaction data from the immediately previous release to the new release.</p>	
7	<p>Data migration scripts shall be provided for all releases after the Supplier Acceptance Testing phase has been signed off.</p>	
8	<p>The management of all faults prior to delivery of the System must be the responsibility of the System Integrator.</p>	
9	<p>System Integrators will hand over an appropriately tested application deliverable for user acceptance testing before production release</p>	

S No.	Requirement description	Compliance (Y/N)
10	If required the software supplier will liaise with Software Control & Distribution who have access to the deployed system for maintenance/upgrades, as per policy.	
11	Following completion of the supplier's internal testing, the system or sub-systems must undergo testing as per TSG's "Testing Stages and Types" document-as follows: <ul style="list-style-type: none"> <li>• User Acceptance Testing – Executed by KSTDC (users).</li> <li>• Delivery verification – Executed by KSTDC (Release Management, Service Delivery and Users).</li> <li>• Production Trials – Executed by KSTDC (Users and Service Delivery).</li> </ul>	
12	The initial full software delivery must include all information required to successfully configure and tune the testing System such that it will meet its specifications.	
13	Where possible all installation scripts shall be automated to allow a reliable installation with minimal manual intervention.	
14	All patch installation scripts should include full instructions to reverse the installation of the patch and revert to the previous installation. If there is no sensible alternative, it will be acceptable for such reversion to be done by restoring the System from appropriate backups.	
15	The initial database schema and instance configuration scripts should include any applicable parameters required for the configuration and tuning of the Test, Staging and Production System's databases	
16	Full and part installation scripts must be designed such that in an event of an error the installation can be stopped at convenient point and then restarted once the error has been fixed.	
17	Release Note and supporting Configuration Item List deliverables must adhere to the Software Control and Distribution's standards	

### 6.5 Documentation and Configuration Management

S No.	Requirement description	Compliance (Y/N)
1	Released code must be held under central configuration control	
2	Each System interface shall be documented via an Interface Definition Document (IDD), which shall be deliverable to and subject to review and sign off by and any third parties responsible for the interface and connecting systems.	
3	Each delivered IDD should be written using the Interface Definition Document. In summary the principal contents are:	

S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> <li>• Network protocol (e.g. TCP/IP).</li> <li>• Communication Protocol</li> <li>• Data items for each message.</li> <li>• Interface semantics, i.e. meaning of messages, sequence constraints between messages, expected responses.</li> <li>• Business description of interface.</li> <li>• Interface metrics – i.e. any transaction volume limits and run-time constraints/'windows' which apply on either side of the interface.</li> </ul>	
4	Design documentation should be written using the approved or validated High Level and Detailed Design templates.	
5	All documentation shall be delivered both in hard copy and in Excel/Microsoft Word 2013 (or above) format soft copy.	
	<p>Review results (whether from review meetings or otherwise) must be recorded in standard form, including at a minimum:</p> <ul style="list-style-type: none"> <li>• An identifier for each comment;</li> <li>• An identifier for the affected section of the document;</li> <li>• The text of the comment;</li> <li>• The severity of the comment;</li> <li>• The agreed action;</li> <li>• The date on which the action is completed.</li> </ul>	

## 6.6 Performance & Response Times

S No.	Requirement description	Compliance (Y/N)
1	<p>Response time from the system should not be such that it is overly noticeable and affects the user's ability to perform their tasks efficiently. This will be governed by service level agreement.</p> <p>System response times must be evaluated at normal loading conditions, with a fully populated database and shall exclude the impact of network delays.</p>	
2	The System must be capable of handling (and if necessary generating exception alerts) for all existing interfaces	
3	95% of user operations that do not require data to be retrieved over the network, must be perceived as instantaneous (< 2 seconds). All these transactions must complete in less than 1 second.	
4	The System must provide a screen response for each simple operation (viewing and updating data on a single table or data store within the System) not exceeding 1 second	

	<i>Note: This will be within the bounds of a single application (i.e. Oracle CRM). Responses that span multiple applications or databases are considered complex.</i>	
5	The System must provide a screen response for each complex operation (one that accesses several tables or data stores within the System) of not more than 3 seconds. Responses that involve interactions outside of KSTDC will be required to respond in less than 3 seconds for the KSTDC elements plus the time taken to respond by the external system.	
6	Changes to reference data will not adversely impact system performance.	

### 6.6.1 Audit Trail

S No.	Requirement description	Compliance (Y/N)
1	<p>Every executable file which is required to control the application should comply with the following:</p> <ul style="list-style-type: none"> <li>• The file shall not depend on a particular working directory to operate correctly.</li> <li>• The file shall not use any hard coded host names, paths or variables.</li> <li>• The file shall return an identifiable exit status for successful execution or where non-fatal errors have occurred.</li> <li>• The file shall return an identifiable exit status whenever a fatal error is encountered.</li> <li>• The file shall execute synchronously, i.e. it shall not exit until the task it is responsible for has either completed or failed.</li> <li>• In the event of a system error, a 'user-understandable' message must be displayed to the user, identified by a unique id.</li> </ul> <p><u>Note.</u> Subject to package capabilities.</p>	
2	<p>Accounting records must include:</p> <ul style="list-style-type: none"> <li>• The identity of the user.</li> <li>• System time and date.</li> <li>• Details of the transaction/event/user action.</li> <li>• Copies of new and old values where data has been changed.</li> </ul> <p><u>Note.</u> Subject to package capabilities.</p>	
3	The System must keep records (of user ID and time) of all user actions/administrator actions including (but not limited to):	



S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> <li>• Successful logs-ones to the system.</li> <li>• Successful log-offs from the system.</li> <li>• Failed log-ones.</li> <li>• Attempts to carry out an action for which the user is not authorised.</li> </ul> <p><u>Note.</u> Subject to package capabilities.</p>	
5	<p>Contract/Project data (closed / lapsed / inactive contracts/ projects) must be held on the system for 2 years before archiving. Archived data must be stored for:</p> <ul style="list-style-type: none"> <li>• Up to 7 years for all financial information;</li> <li>• 10 years for accounting records;</li> <li>• Permanently for cashbook summary reports, indemnity forms, claims, customer and contract information.</li> </ul> <p>N.B. Customer data is to be held on-line. The archival process for old financial transactions will retain contract balances and carried forward totals for the items archived.</p>	
6	<p>It must be possible to retrieve and access archived data within 24 hours.</p>	
7	<p>The following metrics must be gathered daily and made available to support staff via a daily metrics report:</p> <ul style="list-style-type: none"> <li>• Daily transaction counts by type.</li> <li>• Daily counts of items transferred over each system interface.</li> <li>• Daily counts of exceptions raised, by origin, type and severity.</li> <li>• Execution times of daily batch jobs, if any.</li> </ul> <p><u>Note.</u> Subject to package capabilities.</p>	
8	<p>A log of all online creation, updates and deletions of live data at database level will record:</p> <ul style="list-style-type: none"> <li>• Date and time the change was made.</li> <li>• ID of the user making the update.</li> <li>• For updates – “changed from” and “changed to”.</li> <li>• For creations &amp; deletions – data created or deleted.</li> </ul> <p>Entries in the log will be maintained for a period of at least 12 months and it will be possible to output log details.</p> <p><u>Note.</u> Subject to package capabilities.</p>	
9	<p>A log of all online creation, updates and deletions of test data (at database level) will record:</p>	

S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> <li>• Date and time the change was made.</li> <li>• ID of the user making the update.</li> <li>• For updates – “changed from” and “changed to”.</li> <li>• For creations &amp; deletions – data created or deleted.</li> </ul> <p><u>Note.</u> It should be possible to enable &amp; disable this facility as and when required. Subject to package capabilities.</p>	
10	<p>A log of all online updates of live data and system transactions (at database level) that have been terminated before confirmation/commitment will record:</p> <ul style="list-style-type: none"> <li>• Date and time the change was made.</li> <li>• ID of the user making the update.</li> <li>• Details of the data involved.</li> </ul> <p>Entries in the log will be maintained for a period of at least 12 months and it will be possible to output log details.</p> <p><u>Note.</u> Subject to package capabilities.</p>	
11	<p>A log of all online updates of test data and system transactions that have been terminated before confirmation/commitment will record:</p> <ul style="list-style-type: none"> <li>• Date and time the change was made.</li> <li>• ID of the user making the update.</li> <li>• Details of the data involved.</li> </ul> <p><u>Note.</u> It should be possible to enable &amp; disable this facility as and when required. Subject to package capabilities.</p>	
12	<p>A log of all online reads of live data (at database level) will record:</p> <ul style="list-style-type: none"> <li>• Date and time the read occurred.</li> <li>• ID of the user making the update.</li> <li>• Details of the data involved.</li> </ul> <p>Entries in the log will be maintained for a period of at least 12 months and it will be possible to output log details.</p> <p><u>Note.</u> Subject to package capabilities.</p>	

S No.	Requirement description	Compliance (Y/N)
13	<p>A log of all online reads of test data will record:</p> <ul style="list-style-type: none"> <li>• Date and time the read occurred.</li> <li>• ID of the user making the update.</li> <li>• Details of the data involved.</li> </ul> <p><u>Note.</u> It should be possible to enable &amp; disable this facility as and when required. Subject to package capabilities.</p>	
14	A log will be maintained of all documentation printed or issued (including cheques, letters and renewals, cover notes, certificates, statements of insurance).	
15	Auditing records must be available for online analysis for at least 90 days	

### 6.7 Service Availability

S No.	Requirement description	Compliance (Y/N)
1	<p>The system must support a minimum 10,000 named users and 1000 concurrent users. It is expected that the concurrent Web usage will grow significantly in the future.</p> <p>Note: These numbers are indicative and may change.</p>	
2	The system must support a minimum of 1000 concurrent users.	
3	<p>Any Batch processes likely to impact the system must be agreed with the business and batches are to be executed during non-working hours. Lead times for such notification is to comply with agreed service levels.</p> <p>The system, however, will have a 'No update' facility to permit fault investigations to be expedited in live, controlled through specific service point(s).</p>	
4	The SaaS services must be available as follows:	
	<p>Mobile Applications ( Android &amp; IOS) Hours of coverage 24 by 365/366 Availability 99.9%</p>	
	<p>Web portal (Online service delivery portal) Hours of coverage 24 by 365/366 Availability 99.9%</p>	

S No.	Requirement description	Compliance (Y/N)
	All other business support systems (Payment gateways, SMS gateways and reporting etc.) Hours of coverage 24 by 365/366 Availability 99.9%	
5	Suitable batch job scheduling tools must be provided that enforce any dependencies between jobs and generate error messages when jobs cannot be run or cannot complete	
6	The System should continue to operate if one or more of its interfacing systems is fully or partially unavailable – with restrictions in functionality limited to the services that are unavailable and with no significant restrictions in performance.	
7	Documentation should be prepared that specifies the restrictions imposed on the System’s functionality and performance in the event of failure of each interfacing system. The impact of partial failures should also be described.	
8	Heartbeat functionality should implemented to identify the availability of operational systems and applications	

## 6.8 Security

S No.	Requirement description	Compliance (Y/N)
1	Fully documented processes must be developed that specifies security procedures to address the following topics: <ul style="list-style-type: none"> <li>• Server account configuration and administration (to support application accounts, support accounts, operator accounts).</li> <li>• User account and user role configuration and administration.</li> <li>• Database account configuration and administration.</li> <li>• Configuration and administration of accounts on interfacing systems.</li> </ul>	
2	All application software packages will provide system administration capability, for use by KSTDC as required	
3	The Administrator functions should be restricted to specific levels of user authority and within that structure there may be different levels of authority.	
4	It will be possible to set up and maintain authorisation/security profiles based upon individual user and groups of users. Users will be identified by their names, employee IDs, or logon. Groups may be defined by skill set, grading, team, site, business or defined by system administrators. These profiles will define permissions to perform	

S No.	Requirement description	Compliance (Y/N)
	specified activities. These permissions must be amendable (with such amendment, together with user profile maintenance, being restricted to authorised Administrators).	
5	User access will be via use of logon ID and password.	
6	Passwords will conform to the KSTDC Information Security password policy (and include such features as non-display of passwords on screens, forced changes after a set period, locking out on incorrect use of password after parameter driven number of attempts).	
7	Data items must only be updateable by one user at a time to avoid data losses. However, multiple policy views should be permitted. Once policy record becomes free for access then user(s) who have attempted access should be informed.	
8	All security aspects, procedures, documentation must be compliant and adhere to ISO 27002 international code of practise for information security	

## 6.9 I/O Throughput Requirements

S No.	Requirement description	Compliance (Y/N)
1	Interface messages and data files must be uniquely and sequentially identified. This is to support recoverability, both of individual messages/files and of sequences of messages/files	
2	Interfaces should use electronic transfer mechanisms wherever possible, rather than relying on physical transfer of media.	
3	Interfaces will allow the use of standard industry codes and EDI standards & emerging standards	
4	It must be possible to define and maintain any interfaces between all KSTDC services and any other systems, by amending previously specified parameters to system calls.	
5	It will be possible for output files to be sub-divided into specific print format styles (e.g. fax & e-mail output)	
6	All webpages must have print functionality as dictated by business need but subject to the sensitivity of the information	
7	For direct printing files, the text shall be stored in files or database records with merge tags to identify where the variable text is to be positioned.	
8	Where text is stored for direct printing files, this should be performed in such a way that the user can modify (or have modified without supplier support) the text and layout of a letter.	

S No.	Requirement description	Compliance (Y/N)
9	Print interfaces must have the ability to reprint on demand at any point up to 7 days after the original print was sent out.	
10	All data input to the System, via any route, must be validated through range-checking and referential checking. This includes inter-alia, user input and input from online or batch interfaces	
11	The System must be designed such that change or enhancements to data validation functionality may be added without significant rework of the application. This applies to changes that are within the bounds of the front-end application and excludes calls to other applications	
12	Where applicable, messages and files input to the System must be the subject of the following checks: <ul style="list-style-type: none"> <li>• Header and trailer checks.</li> <li>• Validation of any checksums.</li> <li>• Validation of any record counts.</li> </ul>	
13	In situations where no data is produced for onward processing, then the System should be capable of generating and processing an empty file where required	
14	Error reports should be automatically generated in the event of a failure to any batch process (incl. Interfaces and print runs).	

### 6.10 Back-up Requirements

S No.	Requirement description	Compliance (Y/N)
1	The System must be able to be scheduled to perform backups at any interval defined by the Business Continuity plan. Main backup is expected during non-business hours and data retention must cover a period of 1 year	
2	The System must include provision, both within its hardware specification and within its batch schedule, for daily weekly, monthly, year-end, other date driven and ad-hoc jobs, including backup of all on-line data and application files	
3	Software must support all major backup utilities. Integration with the backup is the strategic solution if the hardware is to be located at the cloud environment	

### 6.11 Service Delivery (Support) Requirements

S No.	Requirement description	Compliance (Y/N)
1	Procedures and processes required to support the live operations of the system must be described in:	

S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> <li>• Application maintenance documentation.</li> <li>• Change management procedures,</li> <li>• Problem management procedures.</li> <li>• Software maintenance documentation.</li> <li>• Hardware maintenance documentation.</li> <li>• Work instructions, help screens and scripts for IT Operations, first-line and second-line support.</li> </ul>	
2	Vendor must provision a dashboard to visually represent the operational status of the systems, applications and network and communication lines	
3	Alerting of system errors (fatal and non-fatal) will be handled through an approved open source tool	
4	<p>The following minimum information shall be available from the full exception details following a system error:</p> <ul style="list-style-type: none"> <li>• Date and time of the exception and exception code/number.</li> <li>• The type of exception which occurred and its severity level (Fatal Error, Error, Warning or Informational).</li> <li>• Meaningful message text (with the same text being used for every exception of the same type) including the module within which the exception occurred.</li> <li>• Separate arbitrary exception text – typically the text passed as a comment within the alert.</li> <li>• Exception text and messages received from any external sources (applications, systems).</li> <li>• The user whose activity caused the exception to be raised.</li> <li>• Sufficient information to identify the data associated with the exception, if applicable (primary data name(s) and key(s)).</li> <li>• Sufficient information to identify the code position within the software at which the exception was generated.</li> </ul>	
4	There will be an on-line fault and error notification system which identifies systems faults and downtime. This will pass details of error messages directly to the operations team to assist with fault diagnosis.	
5	When an exception that has been reported to the appropriate fault management system is subsequently cleared, the System should automatically clear the exception via an ‘all clear’ message back to the fault management system.	
6	The production hardware should support secure remote access for the purpose of off-site maintenance through VPN or secured other remote access tools	

S No.	Requirement description	Compliance (Y/N)
7	Application maintenance support is required 07.00 to 19.00 Sunday to Thursday with on-call support during the weekend	

### 6.12 Application

S No.	Requirement description	Compliance (Y/N)
1	The security platform should include the following: <ul style="list-style-type: none"> <li>• Single sign-on (SSO)</li> <li>• Role based access mechanism for network users</li> <li>• Maximum strength encryption of traffic utilising public networks</li> <li>• Content vectoring of all incoming and outgoing emails</li> <li>• Virus and anti-malware protection should be modular and regularly updated for maximum protection</li> <li>• Host and network based intrusion detection software</li> <li>• Database encryption</li> </ul>	
2	Solution must be based on open standards and cannot add cost based on user base	
3	The database platform should be Oracle 12.x. Where a different product is used from the above, it is a mandatory requirement that the Supplier must provide an approved justification for its use.	
4	The image file format should be based on common standard for image storage and should be compatible with components of the proposed solution, e.g. Workflow. The preferred image file format is Tagged Image File Format (TIFF) for legal requirements and JPEG for non-legal. (switch able on demand)	

### 6.13 Environments

S No.	Requirement description	Compliance (Y/N)
1	The solution must be able to work on Android, IOS Platforms.	
2	A training environment will be available which will: <ul style="list-style-type: none"> <li>• Mirror the live and pre-release system functionality.</li> <li>• Be available from a number of locations with users accessing different sections of the training system at the same time.</li> <li>• Be able to copy a selection of live records to the training system/database.</li> </ul>	



S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> <li>• Allow such records to be amended and allow new records to be entered directly.</li> <li>• Allow dates to be rolled forwards and backwards.</li> <li>• Allow refreshing of the system and module starting points so that the testing environment can be put back to a known starting point for subsequent testing sessions.</li> <li>• Allow different segments/products/topics to be used concurrently.</li> <li>• Allow for the building of exercises/scenarios with course review information incorporated.</li> <li>• Include the facility to update skills profiles and testing records and produce operational statistics.</li> <li>• Provide a help facility interfaced with the live system to provide support to the user in a live situation.</li> </ul>	
3	<p>All testing must be recorded and hosted on the intranet for future use</p> <p>Testing should cover the following:</p> <p>Testing on all software, operating components before handover to the operations team</p>	
4	<p>The Supplier must define the minimum hardware and software configuration requirements for a system testing environment, separate from the testing environments, based on the following service requirement:</p> <ul style="list-style-type: none"> <li>• 1000 simultaneous users</li> <li>• Online response times as per production service</li> <li>• 98.4 %online availability</li> </ul>	
5	<p>The Supplier shall define minimum hardware and software requirements to support the following testing environments:</p> <ul style="list-style-type: none"> <li>• One functional testing environment.</li> <li>• One non-functional testing environment.</li> </ul> <p>The testing environments must be accessible from a number of locations.</p> <p>These test environments must:</p> <ul style="list-style-type: none"> <li>• Mirror the live system functionality</li> <li>• Be available from a number of locations with users accessing different sections of the testing system at the same time.</li> <li>• Be able to copy a selection of live records to both the testing system/database, including a parameter driven policy download facility from live to development with the ability to manipulate fields as well as delete or add records.</li> </ul>	

S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> <li>Allow such records to be amended and allow new records to be entered directly.</li> <li>Have an automated test data creation tool minimising manual keying/intervention with ability to download test data to CD for retention/audit purposes. The ability to reconstitute the data with the appropriate labelling/addressing will also be required.</li> <li>Allow dates to be rolled forwards and backwards.</li> <li>Allow different segments/products/topics to be used concurrently.</li> <li>Allow the ability to update the UAT database with all system changes prior to release in live.</li> <li>Allow the re-refresh and recovery of data so that the UAT environment can be put back to a known starting point for subsequent testing sessions</li> <li>Have a live/development comparison tool for set processes such as new business, adjustments and renewals with the ability to flex dates together with a 'volume control' for each process.</li> <li>Have the ability to direct printing to a specific point. E.g. print locally.</li> </ul>	
6	The System must use data locking (or similar techniques) during database update and also check that no conflicting processes are running.	
7	The System must make provision for, and enable compliance with regulatory requirements, if any.	
8	The System must be compliant with all legal requirements applicable to Karnataka, India	
9	The System must be capable of displaying and printing, and will incorporate in all relevant screen layouts, all symbols and codes adopted by KSTDC.	
10	Operational and business data pertaining to the regular and non-regular operations are to be maintained under the definition of a local jurisdiction	

## 7. FUNCTIONAL REQUIREMENT SPECIFICATIONS

### 7.1. AIRPORT TAXI MANAGEMENT & MOBILE APPLICATION

S No	Requirement Description
1	Support for commonly available Android and IOS Mobile phones. The support and maintenance plan must include capability to address updates for newer version of phones as they become available to ensure solution continuity.

S No	Requirement Description
2	Support for typical data Entry features: This must include at the minimum, text, selections, lookups, photos, GPS, barcodes, Signature.
3	GPS mapping, Geo tagging and time stamping of reports, images. This should include support for GPS location recording at time of Taxi Booking and its availability for GIS (or web mapping tools ) integration
4	Advanced location based taxi selection with ability for pre-loaded location / area lists etc.
5	Ability to update locations dynamically from Maps providers (Google Maps) / It is critical that the software should work seamlessly with the Maps. Solution providers shall establish their claims via a demonstration of synchronization capabilities.
6	Multiple Forms per user and ability to modify Forms / fields anytime without recalling the handsets
7	Appropriate Admin interfaces provided to allow allocation of Taxis and reporting
8	Ability to work offline when the network connectivity is low, save request temporarily until data is sent later via mobile network (GPRS data capability) or WLAN (wifi)
9	Ability to work offline is a key requirement and all other features must work on offline datasets with synchronization aspects being automatically taken care of
10	Web based multi role managerial login to allow the system to function as a report viewing interface and communication platform. This needs to be customized as per departments processes
11	Report generation with Date, Time and location map embedding. When generating individual reports, it is essential to establish authenticity via reproduction of signature, images and location map in the report document.
12	Report generation in PDF/ MS office format(s).
13	As required, the agency would be instructed to create report templates in specified formats and layouts with appropriate header graphics. Changes to such templates should be supported without a reinstall of software and be done by local admin accounts.
14	Auto report mailing to pre-specified email address (as many copies as required to multiple email IDs). Admin accounts should be able to perform user management functions including change in destined email reporting ids.
15	Secure Web interface for Fleet management.
16	Web base dashboard shall take into consideration, best practice for web security. Efficient, fast loading web interface will be a key usability criterion
17	Area / location wise/User wise / Date report drill down/ view
18	Excel based and statistical summary reports as per requirements
19	Admin interfaces for a suitable role shall be created to perform synchronization to databases and software provided when required.
20	Disaster Management strategy / Document and Image storage with cloud based data backup
21	The solution should effectively address all steps of data management and must follow the best practices
22	Solution must support automated and live back up to offsite location supported by the software to ensure proper level of redundancy and switch over capabilities as part of system design.
23	Report and dashboard layout customization – services to be provided as per department requirements
24	Ability to book a taxi to and from the city Airport.
25	Ability to Book a taxi for a journey to another city.

S No	Requirement Description
26	Ability to hire a taxi on hourly charges.
27	Ability to View a history of their past rides.
28	Ability to View and use a number of discounting offers on the Bill Amount.
29	Ability View rate card which would enlist all tariffs relevant to the app.
30	Ability to Send trip feedback to the KSTDC.
31	Ability to rate their trip experience.
32	Ability to track the vehicle when it is approaching for pickup as well as during the journey.
33	Ability to Call the driver when it is approaching the user for pickup.
34	Ability to Raise an SOS in the state of emergency.
35	Ability Add persons of their choice in the list of those who need to be alarmed in case the user is in a state of emergency
36	Ability to book a taxi for others
37	Ability to choose and book different class of vehicles (hatchbacks, sedans @ SUVs) instantaneously (point to point current bookings)
38	Ability for user to maintain a digital wallet and pay the journey fare using it.
39	Ability to view the Ride history and Summary by the Driver
40	The application must automatically calculate the payment to be made to KSTDC by the Driver(s) based on the rides completed and send the report to KSTDC every day to a configurable mail ID.
41	Report and dashboard layout customization – services to be provided as per department requirements Provision for generation of
42	Provision for generation of Current Booking with all required options.
43	Provision for generation of Advance Booking with all required options.
44	Provision for generation of Street Jobs with all required options.
45	Provision for generation of Cancelled Booking with all required options.
46	Provision for generation of Not Logged in Report (Day/week/month/customized period, vehicle wise).
47	Provision for generation of Idle Taxi Report
48	Provision for generation of Taxi On Road Report
49	Provision for generation of Speed Violation
50	Provision for generation of Location Report
51	Provision for generation of Taxi Not Polling for 2 hours (Period wise)
52	Provision for generation of Taxi Not on Road Report (Period wise)
53	Provision for generation of Taxi Not Polling (Period wise)
54	Provision for generation of Location Report
55	Provision for generation of Driver Not Accepted Jobs
56	Provision for generation of Day Summary
57	Provision for generation of Trip wise Report
58	Provision for generation of Shift Taxi Report
59	Provision for generation of Service Tax report
60	Provision for generation of Cashier Module Reports
61	Provision for generation of Vehicle Wise/ Period wise collection report.
62	Provision for generation of Service tax collectable/pending vehicle / driver wise periodic report.
63	Provision for generation of Trip / day wise collectable / Payable report.
64	Provision for generation of Collectable / paid call center charges vehicle / Driver wise periodic report.

S No	Requirement Description
65	Provision for generation of Convenience charges report.
66	Provision for generation of Bill / payment Receipt vehicle periodic report.
67	BIAL Report
68	Provision for generation of Daily (24 Hours) basis detailed revenue report with Date, Time and location of pickup Vehicle number, Driver Name, contact Number, drop date/time/location, distance, revenue.
69	Provision for generation of Monthly revenue report as per BIAL format.
70	Provision for generation of Customer Report
71	Provision for generation of Booking Report
72	Provision for generation of No Show Report
73	Provision for generation of Complaint Register
74	Provision for generation of Lost Found Complaint Register
75	Provision for generation of Pending Complaints
76	Provision for generation of Complete Complaints
77	Provision for generation of Handover Register

## 8. SERVICE LEVEL AGREEMENT

### 8.1. Purpose of SLA

The purpose of this SLA is to clearly define the levels of service to be provided by the Agency for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- SLA is between the Agency and client.
- Make explicit the performance related expectations on client's requirements from the Agency.
- Assist the client to control levels and performance of services provided by the Agency.
- Trigger a process that applies client and the Agency's management attention to aspects of performance that drop below an agreed upon threshold, or target.

### 8.2. Definitions

The following terms shall have the meaning set forth below:

- a) "Availability" shall mean the time for which the services and facilities are available for conducting desired operations using the supplied IT infrastructure/ systems. System Availability/ Uptime =  $(1 - \text{Downtime}/\text{Total time}) \times 100\%$  for any given period.
- b) "Downtime" is the time the services and facilities are not available and excludes the scheduled outages planned in advance.
- c) "Incident" refers to any event / abnormalities in the functioning of the hosted applications/ services or equipment that may lead to disruption in normal operations.

- d) “Service Window” shall mean the duration for which the facilities and services should be ensured to be available. Expected Service window for Agency is 24x7x365.
- e) Scheduled Down Time: Scheduled downtime means any time when the software services are unavailable because of urgent maintenance activities and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to Agency at least 36 hrs. In advance. Urgent Maintenance activities in this regard are maintenance activities required by application or systems that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, security alert precautions, reconfiguring storage allocation, reloading data and making DNS & firewall changes to close security holes.
- f) User: A user can be any Agency employee or Agency authorized personnel.

### 8.3. Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised as per mutual agreement.

### 8.4. SLA Targets

This section is agreed to by Agency and Implementation Partner as the key SI performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contract or its revision whichever is later.

### 8.5. Project Management

Parameter	Description	Target	Penalty	Validation tools/ method
Project setup Time	Bidder is expected to mobilize the commencement work	Within 15 Calendar days from the date of award of Contract	Agency the right to terminate the contract	Team available as in the proposal, kick-off meeting, management office setup
Installation, delivery, training and Implementation	Office-wise Delivery, installation, training, integration, testing of all Components/ equipment required for the	Approved project plan	Penalty covered under Clause 4.15 (Liquidity Damage, and Clause 5.5	<ul style="list-style-type: none"> <li>• Post-delivery inspection report (signed by KSTDC authority and SI)</li> <li>• Implementation completion report duly signed by authorized</li> </ul>

Parameter	Description	Target	Penalty	Validation tools/ method
	system to the satisfaction of the Agency. The delivery schedule for these equipment will be based on the project plan.		different Penalty Clause in RFP	<ul style="list-style-type: none"> <li>officer of KSTDC</li> <li>Training completion certificate, along with attendance sheets</li> </ul>
Project implementation timeline	SI expected to complete the rollout within 6 months (Phase I) + 6 months (Phase II) + 3 months (Stabilization)	100% adherence to the timelines given in the project plan. No variation in deadlines.	Extension of time for Completion of Contract SI bears all costs related to project implementation till the Completion of rollout.	<ul style="list-style-type: none"> <li>Project plan and schedule</li> <li>Actual Deliverables</li> <li>User acceptance completion</li> <li>Implementation completion report</li> </ul>

## 8.6. Availability Management

8.6.1. The availability target Airport Taxi Management System and Mobile Application system are given below,

Components	Availability / Uptime
Availability (Uptime) of Integrated Fleet Management System / Mobile Application (production system) and all associated software components Uptime will be calculated on a basis of 24*7*365 hours availability of the system each quarter.	>=99%
Availability (Uptime) of Integrated solution and all components including hardware/software/network/storage/power system (UPS)/cables, etc. located in all other Agency offices/ locations. Uptime will be calculated on a basis of 24*7*365 hours availability of the system each quarter.	>=97%
Availability (Uptime) of network (WAN) at all Agency offices/ locations where bandwidth/ connectivity is delivered/ maintained by the bidder. Uptime will be calculated on a basis of 24*7*365 hours availability of the link each month.	>=97%

### 8.6.2. Penalties of Non Availability

Parameter	Target	Penalty	Validation tool/
Overall System Availability	Minimum 99% uptime measured on a quarterly basis	Less than 1 day = Rs.10,000 per day 1 day to 2 days = INR 12,500 per day More than 2 days= INR 15,000 per day	1) System reports from bidder provided tools.
System (Integrated Solution availability for the end-user	>= 97% uptime measured on a monthly basis	Less than 1 day = INR 3000 per day  1 day to 2 days = INR 5000 per day More than 2 days= INR 7000 per day	1) Reports from Bidder provided tools  2) Measured on per month basis as per calls logged/ issue tickets
Link Availability	>=97% availability measured on a monthly basis	Penalty of 3% will be deducted from the monthly IT support and Maintenance charges, if target SLA	Reports from bidder provided tools. Monthly uptime/ Downtime reports

### 8.7. SaaS based Fleet Management System – Performance Management

S N	User Activity	Response Time
1.	Menu Navigation - To display the menu as per the defined user role and profile	<1 sec
2.	Screen Opening - To display the selected data entry screen from the menu chosen	<1 sec
3.	Field Navigation - To navigate between the data entry fields in the screen	<1 sec
4.	Look-up response time - To display items from list of values	<1 sec
5.	Look-up response time - To display items from table	<5 sec
6.	Screen navigation - Time taken to navigate from one screen (tab page) to another which does not involve processing in earlier screen	<1 sec



S N	User Activity	Response Time
7.	Transaction commit - Response time taken to commit a simple transaction like Store Issue Indent, Stores Receipt Indent etc.	<2 sec
8.	Query Retrieval Response Time - Simple query	<5 sec
9.	Query Retrieval Response Time - medium complexity query	<8 sec
10.	Query Retrieval Response Time - High complexity query	<15 sec
11.	Reports Generation Response Time - Simple report	<5 sec
12.	Reports Generation Response Time - Medium complexity report	<30 sec
13.	Reports Generation Response Time - High complexity report	<1 min

### 8.8. Issue Severity Level & Resolution Time

8.8.1. The following service levels will be applicable to the Agency for handholding and maintenance support specified below in table

Type of Service	Metric	Measure	Threshold	Expected Action / Remarks	
As per Problem Report (PR)	Delivery	Initial Response	Critical	1 Hour	Initial review for Category, Priority and whether the PR has sufficient information to understand the problem
			High	4 Hour	
			Medium	8 Hour	Assignment to respective individual for analysis
			Low	10 Hour	Respond to initiator informing of assignment for further analysis
As per Problem Report (PR)	Delivery	Complete Analysis/ Resolution	Critical	4 Hour	Detail analysis of Problem Report and provide, root cause, potential risk/ impact, effort estimate for resolution and closing of the problem
			High	1 Working Day	
			Medium	7 Working Days	
			Low	10 Working Days	

Nomenclature:

- 1) Critical: Show-stopper application breakdown/crash. Has serious implications on running the production server and has impacted all business critical process. It has affected or may affect >50% of the user community.
- 2) High: Serious degradation in the application performance. Has impacted majority of the business process but still be able to continue the operations with the system limitations? May have serious implications on the data integrity. It has affected or may affect, around 10% to 50% of the user community and also consider the following issues:
  - a) Three or more offices are not able to access the integrated solution
  - b) Integrated solution not available for more than two hours, in any office
  - c) Any downtime in the system that impacts the regulatory requirement deadlines
- 3) Medium: Moderate degradation in the application performance No implications on the data integrity. Has no impact on the normal operations/day-to-day working. It has affected or may affect, <10% of the user community and also consider the following issues:
  - a) More than one and less than five offices are not able to access the integrated solution
  - b) Any one office is not able to use the integrated solution for more than thirty minutes and less than two hours.
    - c) Integrated Solution is available with severely degraded performance or is extremely difficult to use. Average response time of the application is more than 360 seconds over WAN
- 4) Low: Applications are stable and has no impact on the day-to-day working. It has affected or may affect a single user. For example, knowledge related calls. Also consider the following issues:
  - a) One office is directly affected leading to complete stoppage in their work
  - b) IT resource is available with slightly degraded performance (response time is between 180 and 360 seconds over WAN), although the work can continue

**8.8.2.** The following penalty shall be applicable to the Contractor in case of failure to meet provisions of Service Level Agreement (SLA) :

- In case of problem categorized as “Critical”: The Agency shall recover from the Contractor, a sum equivalent to 0.25% of the AMS price quoted for that year for every thirty (30) minutes of delay over and above the given threshold limit for each of such incidents;
- In case of problem categorized as “High”: The Agency shall recover from the Contractor, a sum equivalent to 0.25% of the AMS price quoted for that year for every sixty (60) minutes of delay over and above the given threshold limit for each of such incidents; and
- In case of problem categorized as “Medium”: The Agency shall recover from the Contractor, a sum equivalent to 0.25% of the AMS price quoted for that year for every one hundred and

twenty (120) minutes of delay over and above the given threshold limit for each of such incidents.

### **8.9. Resolution time**

- Maximum time to log the call is defined as the time taken within which help desk has to log a complaint in the system provided by the end user. Help desk should provide the trouble ticket number to the end user within 30 min of logging the complaint.
- Maximum time to restore is defined as the time taken to resolve the problem, starting from the time of logging the complaint and within the time specified in table below. Help desk should notify the end user within 30 min after resolution of problem.

### 8.10. Incident Management

Parameter	Description	Target	Penalty	Validation too method
Incident logs	All incidents/ events raised with the IT helpdesk should be logged into the system by the service desk	100% calls to be logged and intimated to the end user with the trouble ticket number within the time as specified in the Notification and Resolution time table above	1) 95%-99% calls logged: 5% penalty on the monthly IT support and Maintenance charges of KSTDC. 2) 90% - 95% calls logged and closed: 10% penalty on the monthly IT support and Maintenance charges of KSTDC.	1) Inspection based on count of trouble tickets for that month 2) Complaints register maintained by Bidder and take signoff from respective office head of KSTDC office
Resolution issues	All incidents/ events logged in the Incident management system should be resolved within the specified restoration time	95% of calls should be resolved within the specified resolution time specified in the table above	1) 95%-99% calls resolved: 5% penalty on the monthly IT support and Maintenance charges of KSTDC. 2) 90% - 95% calls resolved: 10% penalty on the monthly IT support and Maintenance charges of KSTDC.	1) Inspection based on count of trouble tickets for that month

### 8.11. Problem Management

Parameter	Description	Target	Penalty	Validation too method
Root cause identification	Agency shall analyze all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Agency shall take the needed corrective action to prevent further issues due to the same cause.	100% timely submission covering all incidents logged in that month	5% penalty on the monthly IT support and Maintenance charges of KSTDC, if the Agency does not submit a problem report for that month.  5% penalty on the monthly IT support and Maintenance charges of KSTDC, if the Agency does not perform the corrective action for more than one calendar month.	1) Root cause report 2) Incident report stating problems faced by the users 3) Document detailing corrective action

### 8.12. Configuration Management

Parameter	Description	Target	Penalty	Validation too method
Backup & Restore	KSTDC would Periodically (once quarter on a random day) request the SI restore the back data	100% back should restored with agreed time	5% penalty would be levied on t applicable monthly IT support and Maintenance charges of KSTDC, payable to the AGENCY, if the Agency is not a to restore the backup in the agreed time	1) Audit Report

### **8.13. Breach of SLA**

In case the AGENCY does not meet the SLA parameters as defined above for 3 continuous time periods in a quarter, the Agency will consider this a breach of SLA and following actions will be taken:

- The Agency will issue a show cause notice to the AGENCY
- AGENCY should reply to the notice within three (3) working days
- If the appropriate authority of the Agency is/are not satisfied with the reply, the Agency may initiate appropriate provisions under this contract including not limited to Clause 4.16 (Termination of Contract).

### **8.14. Exclusions**

The AGENCY will be exempted from any non-adherence to SLAs under the following conditions:

- a) Force Majeure
- b) Delay due to KSTDC

## 9. OTHER FORMS

### 9.1. FORM A: DECLARATION OF NOT BEING BLACKLISTED

(To be submitted on the Letterhead of the Company)

To,  
Managing Director  
Karnataka State Tourism Development Corporation  
Bengaluru, Karnataka

Dear Sir/Madam,

We confirm that our company is not blacklisted for any fraudulent actions by KSTDC or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

Signature

Name & Designation

Company Seal:

Company Seal:

Place:

Date:

## 9.2. FORM B: IMPLEMENTATION EXPERIENCE

Fleet / Taxi Management System Project Information (one form for each project reference duly certified by authorized signatory)		
<b>1</b>	<b>Client Information</b>	
	Name of client	
	Name of the person who can be referred to from Client's side, with name, designation, postal address, contact phone, fax no., email id	
	Nature of business / operations of client	
	Revenue/Budget (in case of Government dept.) of the client	
	Size of operations of customer impacted by the solution in terms of turnover, number	
<b>2</b>	<b>Project Details</b>	
	Brief description of the Project	
	Functional areas of business covered in the project	
	Implementation Geographical Location/ Number of Locations / business units at	
	which the project is implemented	
	Project Value in INR	
	Duration of engagement (with Start date and end-date/expected end-date)	
	Scope of the Project	
	Details of the Solution in terms of the following:	
	Packages / Features implemented	
	Version of Product Implemented	
	Current version of the product	



	Information about upgrade	
<b>3</b>	<b>Supporting Documents</b> (As per specified in RFP)	
	Relevant experience certificates/ documents issued by the Customer organizations indicating the successful completion of the project	

### **9.3. FORM C: QUALITY ASSESSMENT DETAILS**

Not applicable for this RFP

#### 9.4. FORM D: PATENT RIGHTS/ COPYRIGHT INFORMATION

(To be submitted on the Letterhead)

To,

Managing Director  
Karnataka State Tourism Development Corporation  
Bengaluru, Karnataka

Sub: Undertaking on Patent Rights/copy rights during implementation of Airport Taxi Management / fleet management Solution & Mobile Application at KSTDC

I/We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual and Industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us.

We shall indemnify KSTDC against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software/applications including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to KSTDC and persons authorized by KSTDC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

If at a later date it is found that it does infringe on patent rights, I/We absolve KSTDC of any legal action and KSTDC will have the right to claim damages.

Yours faithfully,

On behalf of [OEM's Name] Authorized  
Signature [In full and initials] Name and  
Title of Signatory:  
Company Name:  
Place:

Company Seal  
Date:

**9.5. FORM E: UNDERTAKING ON PERSONNEL**

Not Applicable to this RFP

## 9.6. FORM F: COMMITMENT ON LATEST SOFTWARE DELIVERY

(To be submitted on the Letterhead)

To,  
Managing Director  
Karnataka State Tourism Development Corporation  
Bengaluru, Karnataka

Dear Sir,

I/We do hereby confirm to deliver the latest versions of the software as available on the date of delivery on mutually agreed terms, that addresses the requirements of KSTDC, pursuant to the Request for Proposal (RFP) document relating to providing of Airport Taxi Management System and Mobile Application on SaaS Model Application and associated software components, Implementation, training and maintenance services, Information Technology Infrastructure and System Integration services to KSTDC at the same cost committed in the Price proposal.

Yours faithfully,

On behalf of [Agency's Name]  
Authorized Signature [In full and initials]  
Name and Title of Signatory:

Company Name:  
Address:

Company Seal

Place:

Date:

## **9.7. FORM G: PROJECT PLAN & RESOURCE DEPLOYMENT PLAN**

(a) Project plan: The proposed project plan shall commensurate with the requirements laid down in the Scope of Work

**9.8. FORM H: DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS IN RFP**

(To be submitted on the Letterhead)

To,  
Managing Director  
Karnataka State Tourism Development Corporation  
Bengaluru, Karnataka

Sub.: Selection of Agency for Supply, Implementation, Maintenance of Airport Taxi Management System and Mobile Application on SaaS Model.

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no.

.....]

Selection of Agency for Supply, Implementation, Maintenance of Airport Taxi Management System and Mobile Application on SaaS Model at KSTDC.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]  
Name and Title of Signatory:

Company Name:  
Address:

Company Seal

Place:

Date:

### 9.9. FORM I: PROFORMA FOR EARNEST MONEY DEPOSIT (EMD)

To,  
<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Email id>

Whereas \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its Proposal dated \_\_\_\_\_ for AGENCY for Supply, Installation, Commissioning, Implementation and Support for Selection of Agency for Supply, Implementation, Maintenance of Airport Taxi Management System And Mobile Application on SaaS Model (hereinafter called "the Bid") against the Employer's tender enquiry no. \_\_\_\_\_ dated \_\_\_\_\_.

KNOW ALL MEN by these presents that we \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the \_\_\_\_\_ (hereinafter called "the Employer") in the sum of Rs. .... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

1. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of bid 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 instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

-----

(Authorized Signatory of the Bank)



### 9.10. FORM J: PRICE BID FORMAT

**Name of the work** : Supply, Implementation, Maintenance of Airport Taxi Management System and Mobile Application on SaaS Model at KSTDC

**Bid No. & Date** :

**Bidder's Offer No. & Date** :

A	B	C	D	E	F
S No.	Description	Quantity	Basic Price (INR)	GST (INR)	Total Value (INR)
1	Flat Subscription fee per Taxi per Month	1			

**\*Note:** The Total Value (INR) in column F shall be the financial bid of the bidder to be submitted in e-procurement portal. The Subscription Fee shall be paid by the taxi drivers. The bidder shall not make any claim to KSTDC regarding the taxi fleet management solution.

**Vendor's Signature & Seal**

### 9.11. FORM K: OEM AUTHORIZATION TO BID

(To be submitted on the Letterhead of the Company)

To,  
Managing Director  
Karnataka State Tourism Development Corporation  
Bengaluru, Karnataka

Sub: Authorization of <Company name of AGENCY> to Provide Services Based on our product (s)

Dear Sir/Madam,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of AGENCY> ("AGENCY") is a certified partner to provide implementation services of our solution and have due authorization from us to provide services, to KSTDC that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to providing of the project of RFP for Selection of Agency for Supply, Implementation, Maintenance of Airport Taxi Management System And Mobile Application on SaaS Model

We further endorse the warranty, technical support and licensing terms provided by Agency to KSTDC.

Sr. no.	Product Name	Version
1		
2		

Signature  
(Authorized Signature (In full and Initial))

Name & Designation

For and on behalf of  
(Name of Applicant or  
Lead Member of a Consortium)

Company Name  
Place:

Company Seal:  
Date:

## **10. CONTRACT FOR CONSULTANCY SERVICES**

**Between**

---

**[Name of Client]**

**AND**

---

**[Name of Agency]**

**Dated:**

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- 3.4. Insurance to be taken out by the Agency
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- 3.6. Reporting Obligations
- 3.7. Documents Prepared by the Agency to be the Property of the Client
- 3.8. Equipment and Materials furnished by the Client

### **4. Agency's Personnel and Sub Agency**

- 4.1. Description of Personnel
- 4.2. Removal and / or Replacement of Personnel

### **5. Obligations of the Client**

- 5.1. Assistance and Exemptions
- 5.2. Service and Facilities

### **6. Payments to the Agency**

- 6.1. Lump Sum Remuneration
- 6.2. Contract Price
- 6.3. Payment for Additional Services
- 6.4. Terms and Conditions of Payment
- 6.5. Interest on Delayed Payments

### **7. Settlement of Disputes**

- 7.1. Amicable Settlement
- 7.2. Dispute Settlement

## **I. FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2018\_\_, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Agency").

**[\*Note:** If the Agency consist of more than one entity, the above should be partially amended to read as follows:

“..... (Hereinafter called the "Client") and, on the other hand, a consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Agency’s obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Agency"]

## **WHEREAS**

- a) the Client has requested the Agency to provide certain Software Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b) the Agency, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- i. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract (hereinafter called "GC");
  - b) The Special Conditions of contract (hereinafter called "SC");
  - c) The following Appendices:
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub-Agencies
    - Appendix D: Services and Facilities to be provided by the Client
    - Appendix E: Breakdown of Contract Price
    - Appendix F: Form of Guarantee for Advance Payments

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

- ii. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:
  - a The Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - b The Client shall make payments to the Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF AGENCY]

By

(Authorized Representative)

[Note: If the Agency consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE AGENCY

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

#### **1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "GC" means these General Conditions of Contract;
- f) "Government" means the Government of Karnataka;
- g) "Local currency" means Indian Rupee;
- h) "Member", in case the Agency consist of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Agency's rights and obligations towards the Client under this Contract.
- i) "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- j) "Personnel" means persons hired by the Agency or by any Sub-Agency as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)



- k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- l) "Services" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A; and
- m) "Sub-Agency" means any entity to which the Agency subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- n) "Third party" means any person or entity other than the Government, the Client, the Agency, or a Sub-Agency.

## **1.2. Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.3. Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4. Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or email to such Party at the address specified in the SC.

## **1.5. Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

## **1.6. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials specified in the SC.

## **1.7. Taxes and Duties**

The Agency, Sub-Agencies and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification and termination of Contract**

### **2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC.

### **2.2. Commencement of Services**

The Agency shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### **2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

### **2.4. Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.5. Force Majeure**

#### **2.5.1. Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **2.5.2. No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.5.3. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.5.4. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them

during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6. Suspension**

The Client may by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

## **2.7. Termination**

### **2.7.1. By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Agency, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- a) if the Agency do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b) if the Agency (or any of their Members) become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Agencies (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.7.2. By the Agency**

The Agency may terminate this Contract, by not less than ninety (90) days' written notice to the Client or a period mutually agreed with the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agencies' notice specifying such breach;
- c) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.7.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- a) such rights and obligations as may have accrued on the date of termination or expiration;
- b) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- c) Any right which a Party may have under the Applicable Law.

### **2.7.4. Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

### **2.7.5. Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Agency:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **3. Obligations of the Agency**

#### **3.1. General**

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Agencies or third parties.

#### **3.2. Conflict of Interests**

##### **3.2.1. Agency Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Agency pursuant to Clause 6 shall constitute the Agency' sole remuneration in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel, any Sub-Agencies, and agents of either of them, similarly shall not receive any such additional remuneration.

##### **3.2.2. Procurement Rules of Funding Agencies**

If the Agency, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

##### **3.2.3. Agency and Affiliates Not to engage in certain Activities**

The Agency agree that, during the term of this Contract and after its termination, the Agency and their affiliates, as well as any Sub-Agency and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### **3.2.4. Prohibition of Conflicting Activities**

Neither the Agency nor their Sub-Agencies nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

- b) After the termination of this Contract, such other activities as may be specified in the SC.

### **3.3. Confidentiality**

The Agency, their Sub-Agencies, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4. Insurance to be taken out by the Agency**

The Agency (a) shall take out and maintain, and shall cause any Sub-Agencies to take out and maintain, at their (or the Sub-Agencies', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5. Agency' Actions Requiring Client's Prior Approval**

The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Contract;
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Agencies"), and
- c) Any other action that may be specified in the SC.

### **3.6. Reporting Obligations**

The Agency shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7. Documents Prepared by the Agency to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Agency in accordance with Clause 3.6 shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software.

Restrictions about the future use of these documents, if any, shall be specified in the SC.

### **3.8. Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Agency by the Client or purchased by the Agency with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

3.9. Equipment and materials made available to the Agencies by the Client or purchased by the Agencies with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agencies shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Agencies, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.'

## **4. Agency' Personnel and Sub-Agencies**

### **4.1. Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Agency' Key Personnel are described in Appendix C. The Key Personnel and Sub-Agencies listed by title as well as by name in Appendix C are hereby approved by the Client.

### **4.2. Removal and/or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Key Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Client**

## **5.1. Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- b) assist the Agency and the Personnel and any Sub-Agencies employed by the Agency for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either as a single firm or as a consortium according to the Applicable Law;
- c) Provide to the Agency, Sub-Agencies and Personnel any such other assistance as may be specified in the SC.

## **5.2. Services and Facilities**

The Client shall make available to the Agency and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Agencies as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Agency for the performance of the Services, (ii) the manner in which the Agency shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Agency as a result thereof.

## **6. Payment to the Agency**

### **6.1. Lump Sum Remuneration**

The Agency's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Agencies' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Agency in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2. Contract Price**

The Contract price is set forth in the SC.

### **6.3. Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.



#### **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Agency and according to the payment schedule stated in the SC, unless otherwise stated in the SC, the first payment shall be made against the provision by the Agency of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Agency have submitted an invoice to the Client specifying the amount due.

#### **6.6. Interest on Delayed Payments**

If the Client has delayed payments beyond thirty (30) days after the due date stated in the SC, interest shall be paid to the Agency for each day of delay at the rate stated in the SC.

### **7. Settlement of Disputes**

#### **7.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **7.2. Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### **III. SPECIAL CONDITIONS OF CONTRACT**

#### **GC Clause of Reference**

**1.1. (H)** the member in charge is Managing Director, Karnataka State Tourism Development Corporation Limited

**“Agency / Agencies”**, means the Independent Firm  
The Consortium of firms applying for the tender

- No Agency shall submit more than one Application for the assignment.
- A Agency applying as an independent firm shall not be entitled to submit another application.

**1.4. The addresses are:**

**Client**

Attention: The Managing Director,  
Karnataka State Tourism Development Corporation (KSTDC),  
Ground Floor, BMTC Yeshwantpur TTMC  
(Bus Stand), Yeshwantpur Circle  
Bengaluru 560 022, Karnataka  
Email: [info@kstdc.co](mailto:info@kstdc.co)

**Agency**

Attention:  
Email:

Notice shall be deemed to be effective as follows:

- a) In the case of Personal Delivery or Registered Mail, on delivery.
- b) In the case of E – mail, 24 hours following Confirmed Transmission.

**1.6. The Authorized Representatives are:**

**For the Client:**

Managing Director, KSTDC

**For the Agency:**

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1.7. The Agency and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Client shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

2.1. The Date on which this Contract shall come into Effect is: The Date of Agreement

2.2. Commencement of Services shall be within 14 calendar days of signing of the contract

2.3. Time period of the Contract will be 1 year (12 months) extendable for further period of 4 years on 'Year-on-year' basis.

2.7.1. e) With respect to Performance of Contract as per Scope of Service

3.4. The Risks and the Coverages shall be:

- a) Client’s Liability and Workers’ Compensation Insurance in respect of the Personnel of the Agency and of any sub Agency, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;
- b) Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and  
Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Agency’s Property used in the Performance of the Services, and (iii) any Documents prepared by the Agency in the Performance of the Services.

3.5. c) The other actions are as defined in Terms of Reference

3.7. The Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

3.9 Not Applicable

5.1. b) Not Applicable

5.1 c) List any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this clause from the SC.

6.2. The amount of Subscription fee per driver per month inclusive of all taxes is INR \_\_\_\_\_

The Consultant shall not change the subscription fee during the tenure of the Contract unless permitted by the Client to do so in writing.

6.4 Payments shall be made according to the following schedule. The Payment Schedule shall be based on the table below.

Sr. no.	Milestone	Payment*
<b>Payment against Subscription &amp; Application Hosting</b>		
1	Subscription fee per user per month	100% of Total Price to be collected directly from the Taxi Driver by the Agency inclusive of all taxes

\* Taxes, duties, levies etc. will be paid as per prevailing rate by the agency / bidder.

\*The monthly subscription shall remain **fixed** for a taxi for a month irrespective of the No. of bookings / trips done by the driver.

7.2. In the event of a dispute relating any of the matters set out in this Contract, including termination of this MoU, the Parties shall discuss in good faith to resolve the difference within 15 (fifteen) Business Days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolved through discussion, shall be referred to Secretary, Department of Tourism. All such disputes that have not been satisfactorily resolved after referring to Secretary, Department of Tourism shall be settled by arbitration in accordance with the following provisions

### **7.2.1 Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions & as per the Circular issued by Govt. of Karnataka Vide No LAW 273 L AC 2012(p) Dtd. 10.01.2014:

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

### **7.2.2 Rules of Procedure**

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

### **7.2.3 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

### **7.2.4 Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

### **7.2.5 Miscellaneous**

In any arbitration proceeding here under:

- Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

- The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

### 7.3 Liquidated Damages

The Contractor should bear in mind that time is the essence of the Contract. If the Contractor fails to complete the Scope of Work of the Project or any part thereof within the Time for Completion or any extension thereof as per clause 4.6, the Purchaser shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty without prejudice to the Purchaser's other remedies under the Contract. For imposition of LD, the loss / damages suffered by the Purchaser due to delays by the Contractor are the basic criteria.

**7.3.2** In order to keep the Contract alive, provisional time extension will be granted to the Contractor so that delayed services can be accepted by the Purchaser. A written communication in this regard shall be issued by KSTDC to the Contractor. Such provisional time extension will be without prejudice to all the obligations of the Contractor under the Contract and further without prejudice to the Purchaser's right to levy LD and other rights under the Contract.

**7.3.3** The recovery towards compensation should take place when loss/damage have actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the Contractor but the Purchaser has not suffered any loss specifically due to delay in performance of the Contract, no sum as LD is recoverable from the Contractor. However, in such cases, a nominal LD as described in clause 7.3.6.1 will be recovered.

**7.3.4** Delay in performance of the contract may be attributed to one or more of the following, viz, Purchaser, Contractor and Force Majeure conditions as per clause 2.5 (in the Contract section)

**7.3.5** The decision on LD will be taken considering detailed analysis indicating reasons & period of delay on each account. Based on the analysis, the period of delay due to Force Majeure as per clause 2.5 (in the contract section) and for reasons attributable to the Purchaser will be identified to find out the net delay, which is attributable to the Contractor. The approach to work out the net delay attributable to the Contractor is described below:

- a. Total delay that has occurred in a Contract = A
- b. Cumulative period of delay on account of Force Majeure = B
- c. Cumulative period of delay on account of the Purchaser = C
- d. Concurrent cumulative period in b) & c) = X
- e. Cumulative period of delay on account of Force Majeure and the Purchaser = B+C-X
- f. Net period of delay attributable to the Contractor, Z = A-(B+C-X)

While calculating the period of delay, all delays, which are not found to be directly contributing in extension of completion of period, will be ignored.

**7.3.6** In case the period Z, arrived at as per clause 4.15.5, is not positive, the time extension, till the actual completion of the Project, shall be allowed without any LD. In case the period Z, arrived at is positive, action will be taken as described hereunder.

**7.3.7** The purchaser will examine the loss suffered on account of the delay Z

**7.3.7.1** If no loss has occurred, the time extension, till the actual completion of the Project shall be allowed but with a token LD to cover incidental expenses that the Purchaser may have incurred because of the delay but are not exactly quantifiable. To arrive at the amount of token LD, the ratio Z/T (herein after referred to as L), where T is the contractual completion period, shall be the basis:

- a. If  $L \geq 1$ , the amount of token LD shall be ten percent (10%) of the amount of LD as worked out for a period of delay Z, as per clause 4.15.8, or
- b. If  $L < 1$ , the amount of token LD shall be  $L \times 10\%$  of the amount of LD as worked out for a period of delay Z, as per clause 7.3.8.

**7.3.7.2** In case, the Purchaser has suffered loss, the time extension, till the actual completion of the Project shall be allowed with imposition of LD as described below:

- a. If the amount of loss / damages suffered by the Purchaser is more than the full LD as applicable for a delay of period Z, as per clause 7.3.8, the latter shall be the amount of LD to be levied, or
- b.
- c. If the amount of loss / damage suffered by the Purchaser is less than the LD as applicable for a delay of period Z, as per clause 7.3.8, the sum of the amount of loss/damages and token LD, worked out in the manner explained above, shall be levied. However, the total amount arrived at in this manner shall not exceed the full LD amount applicable as per clause 7.3.8.

**7.3.8** Calculation of Liquidated Damages: A sum equivalent to half percent (0.5%) of the total price for Licenses and Implementation Services for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project. The total recovery against liquidated damage, however, shall not exceed ten percent (10%) of the total price for Licenses and Implementation Services. If the amount of LD exceeds this limit, the Purchaser reserves right to terminate the Contract.

**7.3.9** The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the Contractor. The payment deduction of such damages does not relieve the Contractor from his obligation to complete the Project or from any of his other obligations and liabilities under the Contract.

**7.3.10** The Project will be deemed to have been completed only when all component parts/all items of Scope of Work are also delivered/completed. If certain components/items of Project are not delivered in time, the same will be considered as delayed until such time due missing/incomplete parts/items of Project are delivered/ completed.

## **7.4 Delivery and Documents**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Four Copies of packing list identifying the contents of each package;
- (iii) Insurance Certificate;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

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.

## **7.5 Performance Security**

7.5.1 Within 21 days of receipt of the notification of contract award, the Supplier (Agency) shall furnish Performance Security to the Purchaser (KSTDC) for an amount of INR 1,00,000 (One Lakh Rupees) valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

7.5.2 The proceeds of the performance security shall be payable to the Purchaser (KSTDC) as compensation for any loss resulting from the Supplier's (Agency) failure to complete its obligations under the Contract.

7.5.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

7.5.4 A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser;  
or

7.5.5 A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favor of the Purchaser (KSTDC).; or

7.5.6 Specified small savings instruments pledged to the Purchaser (KSTDC).

7.5.7 The Performance Security will be discharged by the Purchaser (KSTDC) and returned to the Supplier (Agency) not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

7.5.8 In the event of any contract amendment, the Supplier (Agency) 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 60 days after the completion of performance obligations including Warranty obligations.