

KARNATAKA STATE TOURISM DEVELOPMENT CORPORATION LTD

No: KSTDC/02/MKTG/2018-19/1824/2023-24

18.11.2023

NOTIFICATION

SUB: EMPANELMENT OF TRAVEL AGENCIES FOR PROVIDING TRANSPORTATION SERVICES AT FIXED RATES FOR KSTDC

Karnataka State Tourism Development Corporation Ltd. (KSTDC) with a vision to provide high-quality hospitality services and enhancing the enhance tourism experience of visitors to the State, invites interested agencies to be a part of this mission and to provide transportation services to KSTDC's guests and customers.

KSTDC intends to have a panel of transport service providers (the "Agencies") providing transportation services to tourists whose services can be readily used by KSTDC and its associated agencies – Department of Tourism (DoT), Karnataka Tourism Infrastructure Limited (KTIL), Jungle Lodges and Resorts Limited (JLR), Karnataka Exhibition Authority (KEA), and Department of Archaeology, Museums and Heritage (DAMH) across Karnataka State.

Interested transport service providers are invited to visit the KSTDC Head Office along with their application and supporting documents as per this notification. Successful applicants shall be empanelled by KSTDC for an initial period of 1 (one) year. The empanelment may be renewed year-on-year for a further period of up to 4 (four) years based on the satisfactory performance by the empanelled Agencies as determined by KSTDC.

The empanelled Agency shall provide vehicles for transportation services at pre-determined rates to KSTDC's customers and guests as well as those of KSTDC's associated agencies as required by KSTDC from time to time in accordance with the terms and conditions of empanelment. The rates for Year 1 are provided at Annexure 1. The Agency shall provide vehicles as per rates fixed by KSTDC for a period of 1 year at a time and may be revised when renewing the empanelment.

The notification also contains the following documents –

1. Empanelment Process
2. Eligibility Criteria
3. Application Form
4. Scope of Services and Terms and Conditions for Providing Services
5. Rates for Year 1

The above-mentioned documents may be downloaded from the KSTDC website at <https://www.kstdc.co/> under the Notifications section

COMPANY OVERVIEW:

Karnataka State Tourism Development Corporation Limited (KSTDC) established in 1971 provides accommodation and conveyance facilities for tourists visiting Karnataka. It conducts

package tours throughout the State through its fleet of buses. It owns and operates hotels and guest houses throughout the State. KSTDC also operates The Golden Chariot, South India's first and only luxury train. Apart from this, KSTDC also undertakes infrastructure development projects as per requirement from the Department of Tourism. KSTDC has been entrusted with the mandate for promotion of Karnataka Tourism. More details on KSTDC, can be found at <https://www.kstdc.co/>

SUBMISSION OF APPLICATION:

1. The Application Form along with all standard formats is available on KSTDC's website at <https://www.kstdc.co/> under the Notifications section
2. The filled in Application Form along with self-attested copies of supporting documents shall be submitted to KSTDC by the Applicant. Applicant may visit the KSTDC Head Office and submit the application at any time from 10.00 AM to 05.00 PM on any working day.

The address of the KSTDC Head Office is –

Karnataka State Tourism Development Corporation Limited,
Ground Floor, BMTC Yeshwanthpur TTMC (Bus Stand),
Yeshwanthpur Circle
Bengaluru - 560022

3. KSTDC may require the original documents / certificates to be produced for verification at any stage during the selection process as well as after empanelment.
4. Application Submission Start Date: 20.11.2023
5. Application Submission Last Date: 19.12.2023
6. Contact Person and Address:

Mr. Sharanappa,
Manger – Marketing and Manager – Airport Taxi – HO
Phone: 080 43344344
Mobile: +91 89706 50010
Email: marketing@kstdc.co

Sd/
Managing Director,
Karnataka State Tourism
Development Corporation Limited

SECTION A. EMPANELMENT PROCESS

The Empanelment Process shall follow the following steps –

1. Submission of Applications

The filled in Application Form along with self-attested copies of supporting documents shall be submitted to KSTDC by the Applicant during the validity period of the notification. KSTDC may require the original documents / certificates to be produced for verification at any stage during the selection process as well as after empanelment.

2. Evaluation of Applications

The evaluation committee appointed by KSTDC shall as a whole evaluate the Applications against Eligibility Criteria as defined in the Section B. The Application shall be rejected at this stage if it fails to meet all of the Eligibility criteria or if it does not respond to important aspects of the Scope of Services and Terms and Conditions.

3. Selection

After the evaluation of the Application, KSTDC shall notify by email the Applicants whose Application meets the eligibility criteria and shall display on KSTDC's website the name of Agencies whose Applications are selected.

Applications that do not meet the requirements of the Eligibility Stage or were considered non-responsive to the Notification shall be notified KSTDC by email.

4. Empanelment of Agencies

Successful Applicants shall be issued a Letter of Intent for empanelment by KSTDC. Applicants who accept this Letter of Intent shall be invited to enter into an agreement that shall detail the scope of services and the terms and conditions of the empanelment.

5. Reserved Rights of KSTDC

KSTDC reserves the right to accept or reject any Application and to cancel the empanelment process and reject all Applications, at any time prior to the execution of agreement, without thereby incurring any liability to the affected Agencies or any obligation to inform the affected Agencies or Agencies of the grounds for KSTDC's action.

KSTDC shall be free to make enquiries from previous clients of the Applicant about the work, conduct, performance, quality of service and such other related general enquiries about the Applicants. The Applicant would have no objection to KSTDC making such enquiries from their existing / past clients.

Information relating to the evaluation of applications and recommendations concerning empanelment shall not be disclosed to the applicants or to other persons not officially concerned with the process until the successful applicants have been notified.

SECTION B. ELIGIBILITY CRITERIA

The Applications of only the Applicants satisfying all of the following eligibility criteria will be considered for empanelment –

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
1.	<p>Legal Entity: The Applicant should be a company registered in India under The Indian Companies Act, 1956 and subsequent amendments thereto or a Partnership Firm registered under The Indian Partnership Act 1932 or Limited Liability Partnership Act 2008, or a Sole Proprietorship registered under the applicable Shops and Establishment Act with a registered office and operations in India.</p>	<ul style="list-style-type: none"> • If the Applicant is a company – <ul style="list-style-type: none"> ○ Copy of Certificate of Incorporation ○ Copy of Memorandum of Association and Articles of Association • If the Applicant is a limited liability partnership firm – <ul style="list-style-type: none"> ○ Copy of Registration Certificate ○ Copy of LLP Agreement • If the Applicant is a partnership firm – <ul style="list-style-type: none"> ○ Copy of Registration Certificate ○ Copy of Partnership Deed • If the Applicant is a sole proprietorship – <ul style="list-style-type: none"> ○ Copy of Registration Certificate under applicable Shops and Establishment Act • All Applicants should submit the following documents – <ul style="list-style-type: none"> ○ Self-attested copy of PAN card ○ Self-attested copy of GST registration ○ IT returns for the last two completed Financial Year (FY 2021-22 and FY 2022-23)
2.	<p>Not Blacklisted / Barred: The Applicant should not have been blacklisted/barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p>	<ul style="list-style-type: none"> • Application Submission Form at Section C. Form 1.
3.	<p>Years of Experience: The Applicant should have been in the business of providing vehicles on hire for transportation of tourists / public / officials for a minimum of 2 (two) years as on date of issue of the Notification. Note: Vehicles shall mean cars, SUVs, MUVs, coaches, and buses.</p>	<ul style="list-style-type: none"> • Details of the Applicant in the format at Section C. Form 2. • Signed undertaking for experience in transport services in the format at Section C. Form 3.
4.	<p>Minimum Fleet Size:</p>	<ul style="list-style-type: none"> • Details of the Applicant in the format at

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	<p>The Applicant shall own an operational fleet of at least 5 cars / SUVs / MUVs or of at least 2 coaches / buses holding valid permit / license for providing transport services in Karnataka as on the date of notification</p>	<p>Section C. Form 2.</p> <ul style="list-style-type: none"> Copies of Registration Certificates of vehicles owned.
5.	<p>Relevant Experience with Transportation Services: The Applicant should have provided transportation services of minimum 2 (two) vehicles (car / SUV / MUV / coach / bus) each to at least 2 (two) clients in Karnataka.</p> <p>The work order / purchase order / agreement / contract submitted for assessment of eligibility must clearly indicate that the number and type of vehicles provided and the period of services.</p>	<ul style="list-style-type: none"> Signed undertaking for experience in transport services in the format at Section C. Form 3. Copy of work order / agreement / purchase order / contract for the experience of having provided transportation services.
6.	<p>Average Annual Turnover: The Applicant should have had a minimum annual turnover of INR 10 Lakh (Rupees Ten Lakh) in any two of the last 5 (five) completed Financial Years (i.e., FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23).</p>	<ul style="list-style-type: none"> Certificate from a Statutory Auditor showing the turnover of the company for the last 5 (five) completed Financial Years (i.e., FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23). in the format available at Section C. Form 5.
7.	<p>Authorization for Authorized Signatory of Applicant: The Applicant must submit a duly executed Power of Attorney / Letter of Authority / Board Resolution in favour of the Authorized Signatory of the Applicant duly authorizing the signatory for signing this Application.</p>	<ul style="list-style-type: none"> Duly executed Power of Attorney / Letter of Authority / Board Resolution in favour of the Authorized Signatory of the Applicant for signing this Application. Format for Power of Attorney is provided at Section C. Form 6.

SECTION C. APPLICATION SUBMISSION STANDARD FORMS

1. Application Submission Form
2. Details of the Applicant
3. Undertaking for Experience Transport Services
4. Financial Capacity of the Applicant
5. Power of Attorney of Authorised Signatory

1. APPLICATION SUBMISSION FORM

FROM:

(Name of the Applicant)

TO:

Managing Director,
Karnataka State Tourism Development Corporation Limited,
Ground Floor, BMTc Yeshwanthpur TTMC (Bus Stand),
Yeshwanthpur Circle
Bangalore – 560 022

Dear Sir,

Subject: Application for EMPANELMENT OF AGENCIES FOR PROVIDING TRANSPORT VEHICLES AT FIXED RATES FOR KSTDC

We, the undersigned, offer to provide services for the above in accordance with your notification no: _____ dated: _____ We are hereby submitting our Application.

I/we, having examined all relevant documents and understood their contents, hereby submit our Application for the EMPANELMENT OF AGENCIES FOR PROVIDING TRANSPORT VEHICLES AT FIXED RATES FOR KSTDC.

I/we hereby undertake as follows:

1. All information provided in the Application and in the Appendices is true and correct and all documents accompanying such Application 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 Application.
3. I/We certify that in the last two 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 Applicant, 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 not blacklisted / barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted / barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of

contract after an award of work.

6. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
7. I/we declares that no previous transgression occurred in the last two years immediately before submission of our Application, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify our exclusion from the tender process.
8. I/we agree that if I/we makes incorrect statement on this subject, I/we can be disqualified from the empanelment process
9. I/We have examined and have no reservations to the notification, including any addendums issued by KSTDC.
10. I/We do not have any conflict of interest
11. 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 in respect of any tender or request for Application or empanelment's issued by or any Contract entered into with KSTDC or any other public sector enterprise or any government, Central or State; and
12. The Application is unconditional
13. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Application Due Date specified in the notification.
14. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to select the Applicant, without incurring any liability to the Applicants
15. I/We hereby submit a declaration that the Application submitted by the undersigned on behalf of the tenderer (*Name of the Applicant*) shall not be withdrawn or modified during the period of validity or extended period of validity.

Our Application is binding upon us and subject to the modifications resulting from subsequent consultations.

We understand you are not bound to accept any Application you receive. We remain,

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Applicant:

Address:

2. DETAILS OF THE APPLICANT

Relevant documents to be enclosed as specified in the form.

Sl. No.	Particulars	Details
1.	Applicant Details	
a.	Name of Applicant Entity	
b.	Country of Incorporation	
c.	Date of Incorporation and / or Commencement of Business	
d.	Nature of Legal Entity (Public / Private Limited Company, Partnership Firm, Limited Liability Partnership, Sole Proprietorship)	Select as applicable – <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Others, i.e., _____ (please specify)
e.	Applicant entity registration details with the supporting documents	Registration number: _____ Date of registration: _____ Registering authority: _____ If the Applicant is a company – <input type="checkbox"/> Enclosed self-attested copy of Certificate of Incorporation <input type="checkbox"/> Enclosed self-attested copy of Memorandum of Association and Articles of Association If the Applicant is a limited liability partnership – <input type="checkbox"/> Enclosed self-attested copy of Registration Certificates <input type="checkbox"/> Enclosed self-attested copy of LLP Agreement If the Applicant is a partnership firm or a limited liability partnership – <input type="checkbox"/> Enclosed self-attested copy of Registration Certificates <input type="checkbox"/> Enclosed self-attested copy of Partnership Deed If the Applicant is a sole proprietorship – <input type="checkbox"/> Enclosed self-attested copy of Registration under applicable Shops and Establishment Act
f.	Brief description of Applicant entity including details of its main lines of business	

g.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:				
h.	Branch / Regional Office Details (to be provided for all offices relevant for undertaking this assignment)					
i.	Sl. No.	Branch / Regional Office Name	Address	Contact Person and Designation	Phone / Mobile	Email
	1					
	2					
	3					
j.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:				
k.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:				
l.	PAN Details	Number: Enclosed self-attested copy: <input type="checkbox"/> Yes <input type="checkbox"/> No				
m.	GST Details	Number: Enclosed self-attested copy: <input type="checkbox"/> Yes <input type="checkbox"/> No				
n.	Income tax Returns	Enclosed self-attested copy of IT Returns for Financial Year (FY 2021-22, i.e., AY 2022-23): <input type="checkbox"/> Yes <input type="checkbox"/> No Financial Year (FY 2022-23, i.e., AY 2023-24): <input type="checkbox"/> Yes <input type="checkbox"/> No				
o.	Annual Turnover of the Applicant					
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
	Turnover in INR Lakh					
2.	Experience and Credentials of the Applicant					
a.	Total number of years of experience:	___ years ___ months				
b.	Number of operational Vehicles owned by the Applicant –					
	Sl. No.	Type of Vehicle	Number of Vehicles	Vehicle Registration Number (list of all vehicles proposed under the empanelment)	Supporting Documents Enclosed	

	1	Sedan			<input type="checkbox"/> Yes <input type="checkbox"/> No
	2	Hatchback			<input type="checkbox"/> Yes <input type="checkbox"/> No
	3	SUV			<input type="checkbox"/> Yes <input type="checkbox"/> No
	4	MUV			<input type="checkbox"/> Yes <input type="checkbox"/> No
	5	Coaches			<input type="checkbox"/> Yes <input type="checkbox"/> No
	6	Buses			<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Clients for whom Applicant has provided vehicles for transportation services in the last 2 years –				
	Sl. No.	Name of Client	Location where transportation services	Fleet Size	Supporting Documents Enclosed
	1				<input type="checkbox"/> Yes <input type="checkbox"/> No
	2				<input type="checkbox"/> Yes <input type="checkbox"/> No
	3				<input type="checkbox"/> Yes <input type="checkbox"/> No
	4				<input type="checkbox"/> Yes <input type="checkbox"/> No
	5				<input type="checkbox"/> Yes <input type="checkbox"/> No
	Note: The following vehicles shall be considered towards transportation services: Taxis, Cars, Coaches and Buses.				
3.	Checklist for Forms				
a.	Enclosed Form 1.	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
b.	Enclosed Form 2	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
c.	Enclosed Form 3	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
d.	Enclosed Form 4	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
e.	Enclosed Form 5	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
f.	Enclosed Form 6	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No			

Authorised Signatory: _____

Name and Title of Signatory: _____

Applicant's Name: _____

3. UNDERTAKING FOR EXPERIENCE IN TRANSPORT SERVICES

(On the Letterhead of the Applicant)

[Location, Date]

To:

Managing Director,
Karnataka State Tourism Development Corporation Limited,
Ground Floor, BMTc Yeshwanthpur TTMC (Bus Stand),
Yeshwanthpur Circle
Bangalore – 560 022, Karnataka

Dear Sir,

Subject: Application for EMPANELMENT OF AGENCIES FOR PROVIDING TRANSPORTATION SERVICES S AT FIXED RATES FOR KSTDC – Undertaking regarding experience in providing vehicles for transport services.

I/we do hereby undertake the following that –

1. I/we have been in the business of providing vehicle for Transportation Services to tourists / public / officials for a minimum period of 2 (two) years.
2. Our total years of experience in the business of providing transportation services is ____ years ____ months as on date of Notification, i.e., _____ 2023.
3. I have experience in providing the following transportation services for our clients –

[Kindly mention the type of transportation services provided by the Applicant]

4. I/we have experience of providing transportation services for the following clients in the last 2 (two) years-

Sl. No.	Name of Client	Location	Start Date	End Date	Number of vehicles provided	Supporting Document submitted	Client Reference
1						<ul style="list-style-type: none"> • Work order [] Y [] N • Agreement [] Y [] N • Purchase order [] Y [] N • Contract [] Y [] N 	Name: _____ Designation: _____ Phone Number: _____
2						<ul style="list-style-type: none"> • Work order [] Y [] N • Agreement [] Y [] N • Purchase order [] Y [] N • Contract [] Y [] N 	Name: _____

Sl. No.	Name of Client	Location	Start Date	End Date	Number of vehicles provided	Supporting Document submitted	Client Reference
3						<ul style="list-style-type: none"> • Work order [] Y [] N • Agreement [] Y [] N • Purchase order [] Y [] N order • Contract [] Y [] N 	Designation: _____
4						<ul style="list-style-type: none"> • Work order [] Y [] N • Agreement [] Y [] N • Purchase order [] Y [] N order • Contract [] Y [] N 	Phone Number: _____
5						<ul style="list-style-type: none"> • Work order [] Y [] N • Agreement [] Y [] N • Purchase order [] Y [] N order • Contract [] Y [] N 	Name: _____

Note: Details of only the following vehicles have been provided: Taxies, Cars, Coaches and Buses. The supporting documents shall be enclosed along with this undertaking.

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Applicant:

4. FINANCIAL CAPACITY OF THE APPLICANT

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

Date:

We have verified the relevant records of M/s. _____ [*Name of the Applicant*], and certify that –

Their annual turnover in the last 5 (five) financial years, i.e., FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23 is as follows –

Annual Turnover				
FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23

Name and Address of the Applicant's Bankers:

Name: _____

Address: _____

This certificate is being issued to be produced before Managing Director, Karnataka State Tourism Development Corporation Limited for the **EMPANELMENT OF AGENCIES FOR PROVIDING TRANSPORTATION SERVICES AT FIXED RATES FOR KSTDC**

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

5. POWER OF ATTORNEY OF AUTHORISED SIGNATORY

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

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 eligibility criteria and submission of our Application for Services for the proposed assignment "**EMPANELMENT OF TRAVEL AGENCIES FOR PROVIDING TRANSPORTATION SERVICES AT FIXED RATES FOR KSTDC**" by the KSTDC (the "Client") including but not limited to signing and submission of all applications, and other documents and writings, participate in empanelment process and other meetings and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our Application, and generally dealing with the Client 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 favour 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.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

SECTION D. SCOPE OF SERVICES AND TERMS AND CONDITIONS FOR PROVIDING SERVICES

1. About Karnataka State Tourism Development Corporation Limited (KSTDC)

Karnataka State Tourism Development Corporation Limited (KSTDC) established in 1971 provides accommodation and conveyance facilities for tourists visiting Karnataka. It conducts package tours throughout the State through its fleet of buses. It owns and operates hotels and guest houses throughout the State. KSTDC also operates The Golden Chariot, South India's first and only luxury train. Apart from this, KSTDC also undertakes infrastructure development projects as per requirement from the Department of Tourism. KSTDC has been entrusted with the mandate for promotion of Karnataka Tourism.

2. Objectives

KSTDC provides conveyance facilities to tourists / government officials / delegates and also conducts package tours through its fleet of buses. KSTDC proposes to increase its presence and enhance transportation facilities to both domestic and international tourists. To achieve this, KSTDC intends to have a panel of Agencies for providing transportation Services to tourists/government officials/delegates of KSTDC whose services can be readily used by KSTDC and its affiliated agencies – Department of Tourism (DoT), Karnataka Tourism Infrastructure Limited (KTIL), Jungle Lodges and Resorts Limited (JLR), and Karnataka Exhibition Authority (KEA).

The Agency shall support by providing vehicles for transportation services to KSTDC. The Agency shall be empanelled as per rates affixed by KSTDC for a period of 1 year and they will perform services as required by KSTDC from time to time in accordance with the terms and conditions of empanelment. The rates are mentioned in **Annexure 1** of the Notification document.

An agreement shall be executed with selected agencies and the empanelled agencies will have to render their Services strictly as per the terms and conditions of the agreement failing to which the empanelment shall be terminated.

3. Proposed Contract Period

The Applicants who have been selected by KSTDC and received the Letter of Intent from KSTDC shall be invited to enter into an agreement towards the Memorandum of Understanding (MOU) with KSTDC. The duration of the agreement shall be for a period of **1 (one) year** and extendable **year-on-year** for a period of up to **4 years** on terms and conditions mutually agreed by the Parties. The decision regarding extension shall be at the sole discretion of KSTDC after a performance review.

4. Terms and Conditions of Services

4.1. Definitions:

- i. **Agency** shall mean and mean any legal entity under the relevant law, offering transportation services / tour services / taxi services to tourists.
- ii. **Empanelled Agency** shall mean the agencies selected for empanelment through this notification who
- iii. **Package** also referred as "**KSTDC's package**" are customers reservation towards stay, transport and related activities. Packages may vary and shall be

specific to the individual KSTDC property and its Package offerings.

- iv. **Vehicles** shall mean vehicles holding valid permits from the relevant government authority to provide transport services to tourists in Karnataka. Vehicles may be of the type cars, SUV, MUV, Coach or Bus.

4.2. Term of Services

4.3. Roles and Responsibilities of KSTDC

- i. KSTDC shall provide marketing, publicity and promotion support for the promotion of selected Applicant and their transportation Services products and service with regards to KSTDC properties.
- ii. KSTDC shall on best effort basis provide business but does not assure any minimum business to the Agency over the period of empanelment.
- iii. KSTDC at the end of every month shall settle the Agency's bills/ invoices submitted for the month within 30 days.
- iv. The terms and conditions herein shall be applicable for all the properties of the KSTDC (hereby referred as "**KSTDC properties**") and for within Karnataka. The list may be updated by KSTDC from time to time and shall be duly notified to the Agency.
- v. KSTDC shall be free to make enquiries from previous clients of the Applicant about the work, conduct, performance, quality of service and such other related general enquiries about the Applicants. The Applicant would have no objection to KSTDC making such enquiries from their existing / past clients.

5. Reserved Rights of KSTDC

- i. The Agency shall deploy vehicle as per the request of KSTDC. The refusal to provide services on more than 3 occasions as requested by KSTDC shall lead to termination of the contract.
- ii. KSTDC assumes that that prior to the execution of the MOU, the Agency has after a complete and careful examination made an independent evaluation of likely revenue from the service and has determined to its satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Agency in the course of performance of its obligations hereunder.
- iii. KSTDC assumes that Agency acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters contained herein and hereby confirms that KSTDC, or the Government of Karnataka shall not be liable for the same in any manner whatsoever to Agency or any other Person.
- iv. The Agency approves to provide transportation services on the offered rates for each type of vehicle and each slab shall be empanelled with KSTDC as listed out in Annexure1 of this Notification document.
- v. All applicable Statutory Deductions such as TDS, Surcharge, Education Cess, and Higher Education Cess etc. will be made from the amount payable as per rules.
- vi. KSTDC shall not be liable to the Agency for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of the agreement.

6. Roles and Responsibilities of the Agency

- i. The Agency shall comply with all applicable rules, regulations, notifications and guidelines during the operation of transportation services. The Agency shall be solely responsible for ensuring their guest / customer / tourists are in compliance with all applicable rules and regulations.
- ii. The Agency agrees to submit INR. 1,00,000/- (One Lakh Only) as a Performance Security through Bank Guarantee/ Fixed Deposit Receipts (FDR) Pledged in the name of the KSTDC. The performance security shall be kept valid until a date 90 days from the date of expiry of the term of the empanelment. The same shall be released to the Agency without any interest after successful completion or efflux of the empanelment period/ contract period. The Performance Security deposited shall be liable for any appropriation or forfeiture in event of unsatisfactory performance by the Agency or any loss or damage sustained by KSTDC on account of failure or negligence of the Agency or its Driver or in the event of breach of the terms and conditions of the agreement.
- iii. The rates stated by the KSTDC in Annexure 1 of the Notification document and agreed by the Agency for providing taxi services shall be applicable throughout the empanelment period. No revision in rates shall be allowed during the empanelment period.
- iv. In events of substantial increase in fuel prices, Agency(ies) shall notify KSTDC for organising a meeting for revision of the rates. KSTDC shall review earnestness of the notice and appropriately conduct the meeting with empanelled Agencies for discussion on revision of the rates for specified period which shall be done at the sole discretion the KSTDC.
- v. The rates stated by the KSTDC in Annexure 1 of the Notification document are exclusive of applicable GST that shall be reimbursed to the Agency at actuals.
- vi. The Agency shall bear the cost towards fuel cost, vehicle maintenance, driver salary etc. during the course of providing Services.
- vii. The Agency at the end of the month shall submit/ raise invoice / bills for the month after the completion of the tour/ trip / Service along with the user/ tourist/ customer/ passenger/ Certification Slip certifying the Kilometre reading and time of usage. The invoice/ bill shall include break up of trip amount on Km/ hourly basis, toll charges, parking tickets, driver batta, interstate taxes, if any and GST.
- viii. These charges/ expenses shall be claimed by the Agency to KSTDC by submitting the bill/ invoice on completion of tour/trip at the end of month.
- ix. In case of 10 or more vehicles required, KSTDC shall provide a prior notice of at least 3 days. However, in case of less than 10 vehicles are required, the Agency shall provide the same within a day's notice from KSTDC.
- x. The Agency shall be responsible for providing vehicles from the start point to end point of tour/trip of Guests/Tourists/customers at any location across Karnataka and the payment shall be made on such basis only.
- xi. The Agency shall at all times carry driving license, vehicle registration certificate, PUC certificate, vehicle ownership documents, all permits/ licences, up to date insurance certificate, receipts for payment of road taxes, etc. as required by the prevailing R.T.O rules and regulations. KSTDC shall not be responsible for any

- finest/ penalties levied by department/ R.T.O/ Traffic police towards lack of availability any such documents while providing services.
- xii. The Agency shall provide the vehicle with travel kit comprising of a bottle of Mineral water & a newspaper. The details of the guest/ tourist/ passenger shall be intimated to the Agency 24 hours prior to the journey over telephone and email.
 - xiii. The drivers of the Vehicles shall be well equipped with smart phones and uniforms at all times. The Vehicle number and mobile number of the driver shall be conveyed through SMS and email to the KSTDC's representative well in advance of departure for the trip/ services.
 - xiv. The driver shall report at the specified pick-up location/ place well in advance or at least 30 minutes before the said pick-up time. In case of delay in reaching the specified pick-up location / place, the same shall be informed to KSTDC's representative.
 - xv. The vehicles provided by the Agency shall be maintained in perfect condition with presentable looks and should not be more than five-year-old.
 - xvi. The Agency shall indemnify KSTDC against all losses due to any event of accidents/ damages/ casualties/ incidental events.
 - xvii. All the Vehicles of the Agency shall be appropriately insured with comprehensive coverage for all passengers in accordance with the carrying capacity of the vehicle.
 - xviii. The Agency shall abide to all the prevailing labour laws, the motor transport cab act, minimum wages, P.F, ESI, or any other prevailing statutory obligations/ rules/ acts/ norms etc. of Government of Karnataka/ Government of India.
 - xix. All the drivers driving the vehicles shall possess a valid driving license.
 - xx. The Drivers deputed for duty will maintain his behaviour as that of Gentleman and would extend assistance in bringing the goods / suitcase of the Guest/Tourists/customer in loading / unloading, if need be.
 - xxi. The behaviour of the driver shall be polite, cordial, obedient and never convicted by any Law Agencies.
 - xxii. In addition to driving the vehicle safely, driver shall obey and abide by all the traffic rules and regulations. Driver shall always maintain safe driving speed and never speed in any event or occasion. In case Driver is found violating the traffic rules or driving rashly or unsafely, KSTDC shall take stern steps towards the driver and the Agency.
 - xxiii. In case the Agency or the driver is found not obeying the rules and regulations, or any misbehaviour/ complaint is served against, in addition to taking legal action, Agency shall be penalised by KSTDC for the same and the decision of the KSTDC's management in this regard shall be final and binding on the Agency.
 - xxiv. In the event of any breakdowns/ mechanical failures of the Vehicles at the beginning or in the course of its run the Agency shall make alternative arrangements without any inconvenience to the customer/ guest/ tourist and their tour program, with minimum loss of time.

- xxv. For deficiency in services and serious inconvenience caused to KSTDC and its officials/ customers/ public or those whom KSTDC directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance shall be levied.
- xxvi. The Agency shall provide marketing support for the promotion of KSTDC properties and its tourism products and services. The vehicles shall place flyers, brochures or any other marketing materials provided by KSTDC in their vehicles for promoting KSTDC & KSTDC properties.
- xxvii. The Agency shall submit a Biannual report to KSTDC regarding their operations – details of routes being operated, frequency, number of customers served, marketing and promotion strategies, operational recommendations, support required from KSTDC etc.
- xxviii. The Agency shall submit all necessary documents, actions and approvals under Applicable Laws to KSTDC, which have been obtained for successful operation, to authorize the execution and delivery of the MOU and to validly exercise its rights and perform its obligations under the MOU.
- xxix. The Agency shall inform KSTDC on the ownership of fleet(s) of Vehicles operational during the term of this arrangement or if they gain additional fleet(s) and or any change in the firm's policy. The applicant shall submit relevant documents to KSTDC for their review, as detailed in the Notification document. After review and approval of the documents submitted by the Agency, the parties shall suitably amend the agreement.

7. General Terms & Conditions of Agreement

The following are the general terms and conditions of the MOU between the Agency and KSTDC. The terms and conditions of the MOU shall be the same for all empanelled Agencies.

7.1. Term

The Term of the Memorandum of Understanding (MOU) between KSTDC and Agency shall commence from the Execution Date and continue to be in full force for **1 year** and effect up till expiry of this MOU by the efflux of time or by termination, whichever is earlier.

7.2. Cooperation:

The Parties shall extend full assistance and cooperation to each other during the Term of the MOU in respect of the services under this MOU.

7.3. Review:

The progress of the MOU shall be reviewed by the Parties at the end of every six months to ensure that both the Parties are aligned and there is growth in awareness and revenues.

7.4. Applicable Law:

The MOU, its meaning and interpretation, and the relation between the Parties shall be governed by 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.

7.5. Jurisdiction:

The Parties agree that the courts and tribunals in Bengaluru, Karnataka State shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the MOU and accordingly any suit, action or proceedings arising out of or in connection with the MOU may be brought in such courts or the tribunals and the Parties irrevocably submit to, generally and unconditionally, the jurisdiction of those courts or tribunals.

7.6. Financial Commitment:

- i. The MOU is not a commitment of funds. Each Party shall bear its own expenses and operational costs.
- ii. Neither Party shall have any kind of financial obligation towards the other party under the provisions of the MOU. Each Party to bear its own expenses and operational costs to carry out its obligations under the provisions of the MOU. All financial benefits under the MOU shall be passed on to the customers of the respective parties.

7.7. Dispute Resolution:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the MOU or its interpretation. In the event of a dispute relating any of the matters set out in the MOU, including termination of the 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 Additional Chief Secretary/ Principal Secretary / Secretary Tourism, Government of Karnataka. All such disputes that have not been satisfactorily resolved after referring to Additional Chief Secretary/ Principal Secretary / Secretary Tourism, Department of Tourism shall be settled by arbitration in accordance with the Arbitration Centre-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules

7.8. Assignment:

Each Party to the MOU shall seek a prior permission from the other Party before assigning any of its rights and obligations as set out hereunder to a third party. The permission shall need to be approved in writing by the other Party.

7.9. Termination:

KSTDC reserves the right to terminate this MOU with 30 (thirty) day's written notice to the Agency, without assigning any reasons for the same, if KSTDC determines that such action is in its best interest. The MOU may also be terminated by the Parties by mutual consent recorded in writing. The Parties acknowledge that there is no lock-in-period, and the Parties are free to terminate the MOU anytime during the Term of the MOU.

7.10. Good Faith:

KSTDC and the Agency undertake to act in good faith with respect to each other's roles and responsibilities under the agreement and to adopt all reasonable measures to ensure the realization of the objectives of the agreement.

7.11. Indemnity:

The Agency shall indemnify, defend, save and hold harmless KSTDC and its officers, servants, agents, Government Agencies and Authority owned and/or controlled entities/enterprises, (the "Government Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by selected Applicant of any of its obligations under the MOU or of any defect or deficiency in the provision of services by the selected Applicant or from any negligence of selected Applicant under the MOU or agreement or contract or tort, or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this MOU on the part of the Government Indemnified Persons.

ANNEXURE 1: VEHICLE RATE CHART

Sl. No.	Vehicle Category	Type of Vehicle	AC/ Non AC	Vehicle Seating Capacity	Package Type 1		Package Type 2			Driver Batta per day	Driver Batta for night driving
					Minimum KM / day	Per Km	8 Hour 80 Km (INR)	Extra Hour	Extra per Km		
1	Category A (SUV premier)	Innova Crysta	AC	6+1	300 KM	Rs. 19	Rs. 3500	Rs. 300	Rs. 19	Rs. 350	Rs. 350
		Innova Crysta	AC	7+1	300 KM	Rs. 19	Rs. 3500	Rs. 300	Rs. 19	Rs. 350	Rs. 350
2	Category B (SUV/MUV)	Innova	AC	6+1	300 KM	Rs. 16	Rs. 2600	Rs. 250	Rs. 16	Rs. 350	Rs. 350
		Innova	AC	7+1	300 KM	Rs. 16	Rs. 2600	Rs. 250	Rs. 16	Rs. 350	Rs. 350
		Ertiga	AC	5+1	300 KM	Rs. 14	Rs. 2400	Rs. 250	Rs. 14	Rs. 350	Rs. 350
3	Category C (Sedan)	Etios/Swift/ Equivalent	AC	4+1	300 KM	Rs. 13	Rs. 2000	Rs. 175	Rs. 13	Rs. 350	Rs. 350
			Non AC	4+1	300 KM	Rs. 11	Rs. 1800	Rs. 150	Rs. 11	Rs. 350	Rs. 350
4	Category D	Tempo Traveller	AC	12+1	300 KM	Rs. 22	Rs. 4000	Rs. 300	Rs. 22	Rs. 400	Rs. 400
		Tempo Traveller	Non AC	12+1	300 KM	Rs. 20	Rs. 3500	Rs. 250	Rs. 20	Rs. 400	Rs. 400
5	Category E (Coaches)	Coach / Mini Bus	AC	21+1	300 KM	Rs. 40	Rs. 9000	Rs. 600	Rs. 40	Rs. 750	Rs. 750
			Non AC	21+1	300 KM	Rs. 33	Rs. 7500	Rs. 600	Rs. 33	Rs. 750	Rs. 750
6	Category F (Buses)	Multi Axel	AC	49/51	500 KM	Rs. 75	Rs. 17500	Rs. 1750	Rs. 75	Rs. 800	Rs. 800
		Volvo	AC	45	400 KM	Rs. 65	Rs. 14500	Rs. 1450	Rs. 65	Rs. 800	Rs. 800
		Ashok Leyland	AC	36/39	300 KM	Rs. 55	Rs. 12000	Rs. 750	Rs. 55	Rs. 750	Rs. 750
			Non AC	36/39	300 KM	Rs. 52	Rs. 11000	Rs. 750	Rs. 52	Rs. 750	Rs. 750

Note:

1. The above rates agreed herein includes fuel cost, maintenance, driver salary etc. to be incurred by the Agency during the course of providing Services.
2. The above rates are exclusive of applicable GST that shall be reimbursed to the Agency at actuals along with expenses incurred towards toll charges, parking tickets, driver batta, interstate taxes, if any.
3. These charges/ expenses shall be claimed by the Agency by submitting the bill/ invoice on completion of tour/trip at the end of month.