



Government of Telangana State

Transport Department

REQUEST FOR PROPOSAL

Selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' In Telangana State



24/7 Technology Enabled Safe, Responsible and Reliable 'Women-Only' Taxi Service with Women Driver cum Owners



Hon'ble Chief Minister, Govt. of Telangana State, launches Second Phase "Driver Cum Owner Scheme" on 26.12.2014.

Last Date for Submission of RFP: 18.02.2015

REQUEST FOR PROPOSAL

TRANSPORT DEPARTMENT Government of Telangana State

**NAME OF THE PROJECT: 'Service Provider' for Operations & Management of
'Telangana SHE-TAXI' in Telangana State.**

For Selection of Bidder - 'Service Provider'

Selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' in Telangana State, as set out in the RFP document.

Notes:

1. This Request for Proposal (Total Number of 58 pages) consists of the main RFP document of 36 Pages and Annexure of 22 Pages.
 2. This section provides a format of acknowledgement from the party to whom this document has been provided.
 3. This document should be used only for the sole purpose of this project and not for any other purpose and should not be transferred to any third party except for any professional advice.
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1. DISCLAIMER

1. Neither Transport Department, Govt. of Telangana State, nor do their employees or consultants, make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for Transport Department, Govt. of Telangana State, to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Some of the prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
2. Neither Transport Department, Govt. of Telangana State, nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of Transport Department, Govt. of Telangana State, or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
3. Transport Department, Govt. of Telangana State reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever.
4. Transport Department, Govt. of Telangana State, reserves the right to change/modify/alter/amend any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal, to enable them to take appropriate action.
5. Transport Department, Govt. of Telangana State, shall have no liability for non-receipt of any communication from the Bidder to Transport Department, Govt. of Telangana State, and vice-versa due to postal delays or otherwise.

2. LIST OF ABBREVIATIONS

GoTS	Government of Telangana State
GOI	Government of India
LoA	Letter of Award
O&M	Operations & Management
OMA	Operations & Management Agreement
SP	Service Provider
PPP	Public Private Partnership
R&D	Research & Development
Rs.	Rupees
RFP	Request for Proposal
WDCO	Women Driver Cum Owner

3. DEFINITIONS

3.1 AGREEMENT

'Operations & Management Agreement' (OMA) for Operations & Management of 'Telangana SHE-TAXI', that would be entered between 'Transport Department' and the Selected Bidder.

3.2 AGREEMENT / CONTRACT PERIOD / TENURE OF THE AGREEMENT

Contract Period / Tenure of the Agreement shall mean Five (5) Years from Zero Date and also referred to as the Contract Period and the Tenure of the Agreement. In case of prior termination of the Agreement, the Agreement shall end on the date of such termination.

3.3 APPLICABLE LAW

'Applicable Law' means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.

3.4 BID

The Proposal submitted by the prospective Bidders in response to this Request for Proposal Document issued by Transport Department, Govt. of Telangana State.

3.5 BIDDER

Bidding Entity, as defined below and also referred as 'Service Provider'.

3.6 BIDDING ENTITY

The bid for the Project made by a Single Entity (Public / Private Limited Company / Registered Society / Trust), it shall be referred to as a Bidding Entity.

3.7 COMMITTEE

'Committee' constituted by the Govt. of Telangana State to prepare modalities for implementation of SHE-TAXI Scheme vide G.O.RT.No.152, TR&B (Tr.I) Dept., dated 19.12.2014

3.8 COMMISSIONER

Means the Commissionerate of Transport, Government of Telangana State or his/her authorised representative and also referred to as the Commissionerate of Transport.

3.9 COMPETENT AUTHORITY

'Competent Authority' is Commissionerate of Transport, Government of Telangana State.

3.10 CRITICAL CLEARANCES

All such Clearances / Licenses / Permits, the obtaining of which are necessary for the O&M of the 'Telangana SHE-TAXI'.

3.11 DAY

'Day' means working day.

3.12 DEPARTMENT

Department means the Transport Department

3.13 ELIGIBILITY CRITERIA FOR TECHNICAL COMPETENCE

The eligibility criteria for experience as set out in **Section-8.2.2** of this RFP

3.14 GOVERNMENT

'Government' means State Government of Telangana State.

3.15 SHE-TAXI FLEET MANAGEMENT & HELPLINE SERVICES

'SHE-TAXI Fleet Management & Helpline Services' shall mean the prescribed Fleet Management and Helpline Services to be provided by the Service Provider and its Staff or such other auxiliary and ancillary services as may be assigned by the Commissionerate of Transport, Govt. of Telangana State., or any other higher authority subject to the provisions of the Agreement.

3.16 OPERATION & MANAGEMENT

'Operation & Management' means the Operation and Management of the 'Telangana SHE-TAXI' by the Service Provider in terms of this RFP and the terms 'Operation' and 'Management' with their grammatical variations and cognate expressions, includes procurement of material for & maintenance of vehicle fleet and the requisite staff and their management strictly as per the provisions of this RFP.

3.17 SERVICE PROVIDER (SP)

'Service Provider' is the Bidder that has been selected in terms of this RFP for providing 'SHE-TAXI Fleet Management & Helpline Services' and with whom the Agreement would be entered into by the Commissionerate.

3.18 PERSONNEL

'Personnel' means professional and support staff provided by the SP and assigned to perform services to execute 'Telangana SHE-TAXI' assignment and any part thereof.

3.19 TELANGANA SHE-TAXI

'Telangana SHE-TAXI' means Technology Enabled 24/7 'Women-Only-Taxi' for the Safety of the Women Passengers with Women Driver cum Owners in Telangana.

3.20 PROJECT

Shall, wherever referred, mean the Operation and Management of 'Telangana SHE-TAXI' Transport Department, Govt. of Telangana State.

3.21 PROPOSALS

'Proposals' means proposals submitted by bidders in response to this RFP for the selection of the Service Provider.

3.22 REQUEST FOR PROPOSAL

'Request for Proposal' means this document including the Agreement Format with amendments, modifications as may be issued by the Commissionerate till the date of submission of Proposals.

3.23 RUPEES / Rs.

The official currency of the Republic of India.

3.24 SELECTED BIDDER / PREFERRED BIDDER / SUCCESSFUL BIDDER

The Bidder finally selected as the Service Provider with whom the Commissionerate will enter into the Agreement.

3.25 SERVICES

For the purpose of this RFP, Services Means 'SHE-TAXI Fleet Management & Helpline Services'.

3.26 STAFF

Means the professional and support personnel to be procured and provided by the Service Provider to perform and discharge the assigned obligations as provided in the Agreement or as may be assigned by the Commissionerate from time to time as the situation warrants.

3.27 TECHNICALLY QUALIFIED BIDDER

Technically Qualified Bidder is who brings in (substantial / part) Project Experience over and above the 'Prescribed Project Experience', specific and relevant to the project facility, as specified in RFP document to qualify the proposal for the Bid shall be designated as the Technically Qualified Bidder.

3.28 ZERO DATE

"Zero Date" means the date of signing of the 'Operations & Management Agreement' for 'Service Provider' for Operations & Management of "Telangana SHE-TAXI".

4. INTRODUCTION

4.1 TRANSPORT DEPARTMENT, GOVERNMENT OF TELANGANA STATE

The Government of Telangana State in terms of policy formulation and its implementation regulate the Transport Department.

The Transport Department functions under the provisions of section 213 of the Motor Vehicle Act, 1988. The Transport Department is primarily established for enforcement of the provisions of the Motor Vehicle Act, 1988, Andhra Pradesh Motor Vehicles Taxation Act, 1963 and the rules framed there under.

The major functions of the Transport Department are the Enforcement of the Motor Vehicles Act and Rules, Collection of taxes and fees and issuance of Driving Licences and Certificate of Fitness to Transport Vehicles; Registration of Motor Vehicles and granting regular and temporary permits to vehicles. The department also carries out road safety work by conducting awareness campaigns, pollution check of vehicles and enforce measures such as booking of speeding vehicles through laser guns and intercept the vehicles and detect drunken drivers through breath analysers.

4.2 COMMITMENT

The Transport Department stands fully committed to fully computerise citizen friendly services. This has been made possible by an extensive network of computers linking all the RTO and Unit Offices spread across the state. The department stands fully committed to the Citizens Charter and strives to achieve the deadlines for services set by the charter.

The department continues to ensure that the department is constantly refined in the administration of its processes and procedures to reduce time delays and achieve the stated mission of being a responsive and transparent department.

Some of the initiatives that have effected sweeping changes are the any service any counter, adherence of the operations to the citizens charter schedules; simplification of the procedures; enabling online slot booking for scheduling a driving test; a user friendly website with all the information needed for any novice including all the web-fill able forms; computerised test for learner's licence and online booking for services in advance are some of the initiatives that have made the department not only responsive but also provide services in a transparent manner. The department maintains a central database and provides services to the police and other departments upon request.

Each office is equipped with an efficient help desk to answer all the queries of customers and the relevant forms. Most offices are equipped with the token system where disposals at the counters are done in an efficient manner. To make services reliable and less time consuming, the department has introduced the system of dispatch of all statutory documents by speed post. Waiting the whole day at the transport office is now a thing of the past!

5. SCOPE AND OBJECTIVES OF 'TELANGANA SHE-TAXI'

5.1 BACKGROUND

Government of Telangana State intends to launch "24/7 Technology Enabled Safe, Responsible and Reliable 'Women-Only' Taxi Service" with Women Drivers, Explicitly Designed and Developed to Safeguard the Safety of the Women Travelers in Telangana State.

The Government of Telangana State, vide G.O.Ms.No.01 Women, Children, Disabled & Senior Citizens (Schemes) Department, dated 02.09.2014, have constituted a Committee consisting of senior officers from different services to suggest measures for effective implementation of various legislations meant for safety and security of girls and women in the Telangana State and also give suggestions on the further policy changes / steps required in this direction.

A number of issues relating to safety and security of girls and women were brought to the notice of Committee. After detailed deliberations and careful study, the Committee recommended the several short-term measures for immediate and urgent implementation by various departments.

The Hon'ble Chief Minister, Govt. of Telangana State have reviewed on the report of the Committee on the issues relating to safety and security of Women and Girls and instructed to expedite the work on the recommendations of the Committee. With regard to the recommendations of the Committee on safety of women passengers, the concept of 'SHE-TAXI' scheme is proposed.

5.2 THE CONCEPT OF 'SHE-TAXI' - RECOMMENDED BY THE COMMITTEE

Safety while travelling for women: SHE-TAXIS

- Introducing the concept of taxi exclusively driven by women and meant for women passengers.
- These taxis would be pre-paid taxis with several security features for both the driver and the passengers.
- Safety features like - Emergency switches to drivers and passengers inside the taxis
Safety map for emergency response e.g., location of mechanic shops, police stations, hospitals, etc. - GPS tracking with 24x7 control room preferably with a 3 digit number and safety officers.
- Advanced fare meters.
- Giving training to the woman in driving.
- Providing subsidy to the woman for purchase of the taxis by the Government.
- Tying up with the banks to provide loans at lesser rate of interest to the woman for purchase of these taxis.
- Giving wide publicity for using these taxis.
- Giving priority to these taxis at the railway stations, airport, corporate offices maternity hospital where woman work and return home late.
- The system of on call taxis can be started where with a call the taxis could go to the passenger in the least possible time. These taxis should be linked to the GPS system and a centralised call centre. This will ensure the recording of the identity of the taxis as well as the driver, which will lead to accountability of the driver / owner.

- The Labour Law of Shops and Establishment Act, which states that an organisation must ensure that the woman employee working late beyond 8 PM must be safely dropped at her home along with proper security by transport provided by the organisation, to be strictly enforced.

5.3 SHE-TAXI SCHEME

In order to prepare modalities for implementation and monitor the 'SHE-TAXI' Scheme, a Committee is constituted by the Govt. of Telangana State vide G.O.RT.No.152, TR&B(Tr.I) Dept., dated 19.12.2014. Transport commissioner is the chairman of the committee. The other Members of the Committee are – (i) Representative of the Inspector General, Traffic, (ii) The Director/Commissioner, Women & Child Welfare Department, (iii) Representatives of the Commissioners of Police of Hyderabad and Cyberabad.

The Committee will prepare modalities for implementation of 'SHE-TAXI' scheme to take up activities like preparation of project report, call for applications, selection of beneficiaries, tie-up with banks, selection and procurement of vehicles, training and orientation for seven days and formation of project monitoring unit with the concerned officers and consultant.

This Committee will submit its report to the Committee on Issues relating to Safety and Security of Women and Girls in Telangana State with its recommendations.

The Committee will accord permission to give a News Paper advertisement for selecting (50) Drivers (Women) from Hyderabad and Cyberabad to provide them SHE-TAXIS at 35% subsidy. If it is not possible to get all the drivers from Hyderabad, Cyberabad, some of the candidates would be selected from neighbouring districts. For the non-residential drivers the accommodation will be provided in the working women's Hostels in the Twin Cities.

5.4 OBJECTIVES 'TELANGANA SHE-TAXI' SCHEME

- (a) The 24/7 'Women-Only' taxi service with Women Driver cum Owners explicitly designed and developed to safeguard the safety of women travelers in Telangana State.
- (b) Technology enabled safe, responsible and reliable alternative travel cab system exclusively for the women populace on the move in Telangana State.
- (c) Transformational and unconventional initiative to address the ever-growing threats on the safety and security of women lives in Telangana State.
- (d) Contributing for social and economic empowerment of women in the Telangana State on a massive scale. □□

5.5 METHODOLOGY

The Transport Commissionerate, Government of Telangana, will soon select about 50 Women Driver cum Owners or more to run the proposed SHE-TAXIs in the city. If the Women Driver cum Owners is not available in the city, the chance will be given to women from other districts of

Telangana. If a women driver is selected from other than the city, she will be provided with accommodation at the workingwomen's hostel in the city.

The selection of Women Driver cum Owners will be completed soon and the Transport Commissionerate, Government of Telangana, will facilitate the selection and procurement of suitable vehicles for 'SHE-TAXIs' in coordination with the interested vehicle manufacturers.

The Transport Commissionerate, Government of Telangana, will facilitate the tie-up with Banks for financing the 'SHE-TAXIs' in coordination with the interested Banks.

The Transport Commissionerate, Government of Telangana, will provide 'SHE-TAXIs' with 35 per cent subsidy for the eligible Women Driver cum Owners.

The Transport Commissionerate, Government of Telangana, will select a 'Service Provider' for 'SHE-TAXI Fleet Management & Helpline Services' on a competitive bidding basis with the help of qualified 'Consultants for Bid Process Management'. The Selection of the 'Service Provider' for 'SHE-TAXI Fleet Management & Helpline Services' will be on a revenue share model with the beneficiaries for the services rendered to the 'SHE-TAXIs' for the generation of business, GPS based fleet operations & management and monitoring services for the Safety & Security of the Women Drivers as well as passengers.

The Transport Commissionerate, Government of Telangana, will execute the 'Operations & Management Agreement' (OMA) with the Selected 'Service Provider' for 'SHE-TAXI Fleet Management & Helpline Services'.

The Committee will monitor the process of selection from time to time and accord required approvals, till the launching and commissioning of the 'SHE-TAXIs'. ***The Government of Telangana State wishes to launch 'Telangana SHE-TAXI' on 8th March 2015, 'World Women's Day'.***

5.6 PROPOSED 'SERVICE PROVIDER'

The Transport Commissionerate, Government of Telangana, intends to invite 'Service Provider' for Operations & Management of 'Telangana SHE-TAXIS' for undertaking the required 'SHE-TAXI Fleet Management & Helpline Services' in Telangana State.

For this purpose, Request for Proposals are invited by the Transport Commissionerate, Government of Telangana, from the qualified Bidders with the objective to select the 'Service Provider' having the required Technical Capabilities, Fleet Management, Helpline Management, Safety Management and Project Management Experience to successfully Operate & Manage the 'Telangana SHE-TAXIS' Project for a period of 5 Years on best possible competitive commercial terms.

The Transport Commissionerate, Government of Telangana, proposes to enter into Agreement (OMA) with the selected Bidder having the required strengths for undertaking the required 'SHE-TAXI Fleet Management & Helpline Services'.

Towards this end, The Transport Commissionerate, Government of Telangana, invites Request for Proposals from interested parties for Operations & Management of 'Telangana SHE-TAXIS'

for undertaking the required 'SHE-TAXI Fleet Management & Helpline Services' in Telangana State, as per the terms and conditions of this RFP Document.

5.7 CONTRACT STRUCTURE

The Contract under the "Operations & Management Agreement (OMA)" is envisaged to be implemented for a period of 5 Years. The relationship between Transport Department and the successful bidder and their respective obligations and entitlements are set forth in this RFP Document.

The selected 'Service Provider' would share certain percentage of 'Revenue' with the Beneficiaries as detailed in Section-15, Exhibit-5 of this RFP document, for the services rendered to the 'SHE-TAXIs' for the Promotion & Generation of Business, Fleet Operations & Management, 24/7 Helpline Management and Monitoring Services for the Safety & Security of the Women Drivers as well as passengers.

During the period of Contract, it is expected that the selected bidder / Service Provider shall be entirely responsible for -

- The Operation and Management of the Services strictly adhering to the time schedules, the Scope of Work, Specifications and all other Terms & Conditions stipulated in this RFP Document'
- Up keeping of safety and quality standards of the Services
- Proper maintenance of all facilities forming part of the Services including the hygiene standards, cleanliness etc.

The Service Provider shall during the currency of the Agreement alone be responsible for strict compliance with all the terms and conditions of the Agreement (OMA) to the Commissionerate.

5.8 CONTRACT / AGREEMENT PERIOD

The Contract/Agreement Period shall be **Five (5) Years** from Zero Date unless prior termination takes place. However, the Commissionerate reserves the right - (i) to terminate the Agreement for Non-Performance of the 'Service Provider' with a prior notice of 15 days; (ii) restrict the Contract Period less than 5 (five) years, but in any case not less than one year, without any liability of whatever nature to the 'Service Provider' provided the 'Service Provider' is served with a prior notice of 1 (one) month therefor; (iii) to extend the Contract Period by not more than one year at the same rates of Contract Price, and (iii) to renew the Agreement, at its sole discretion on mutually agreed terms and conditions.

5.9. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER

In addition to and not in derogation of any other obligations and responsibilities stipulated elsewhere in the Agreement, the Selected Bidder shall be specifically responsible for compliance with the following obligations with the required Hardware & Software and Apps for undertaking the required 'SHE-TAXI Fleet Management & Helpline Services' in Telangana State.

- (a) Marketing, Business Development, Operations & Management of 'Telangana SHE-TAXI' in Telangana State.

- (b) Establish & Manage 24x7 Call Centre/Helpline & Control Room for 'Telangana SHE-TAXI'
- (c) Establish & Manage GPS Technologies for SHE-TAXI Platform and Processes.
- (d) Formulate Guidelines and Applications (Apps) for 'Telangana SHE-TAXI'
- (e) Establish & Manage Safety and Security Services, Safety Map for 'Telangana SHE-TAXI'
- (f) Online Monitoring Services for the Safety & Security of the Women Driver cum Owners.
- (g) Self-defence Awareness and Training to Women Driver cum Owners
- (h) Constant Training & Continuous Counseling for Women Driver cum Owners.
- (i) Emergency Care Awareness Programmes.
- (j) Instant Response System for Panic Buttons in the case of Crisis.
- (k) Fleet Management Services for 'Telangana SHE-TAXI'
- (l) Revenue Generation through Fares and Advertisements for 'Telangana SHE-TAXI'
- (m) Innovative Revenue Models and Technological Advancements & Marketing.
- (n) Process Innovations for 'Telangana SHE-TAXI'.
- (o) Rating and Quality Checks as part of Standardization for 'Telangana SHE-TAXI'
- (p) Managing Website, Facebook etc., for 'Telangana SHE-TAXI'
- (q) Strategic & Business Tie-ups for 'Telangana SHE-TAXI'
- (r) Coordination between Stakeholders
- (s) Constant Mentoring & Support for 'Telangana SHE-TAXI'
- (t) R&D for 'Telangana SHE-TAXI'
- (u) Periodic Reviews and Reports to the Transport Commissioner, Govt. of Telangana State.
- (v) Analytics for 'Telangana SHE-TAXI'.

5.10 ROLES AND RESPONSIBILITIES OF TRANSPORT DEPARTMENT.

In addition to and not in derogation of any other obligations and responsibilities stipulated elsewhere in the Agreement, the Commissionerate shall be specifically responsible for compliance with the following obligations.

- (a) Beneficiary (Women Driver) Identification and Selection for 'Telangana SHE-TAXI'.
- (b) Mobilize / Extend Fund support to the Beneficiaries with Bank Finance and Subsidy for 'Telangana SHE-TAXI'.
- (c) Trainings to the Beneficiaries for 'Telangana SHE-TAXI'.
- (d) Tie up with Driving Schools for Specialized Driving Training for 'Telangana SHE-TAXI'.
- (e) Coordination with Vehicle Manufacturers and Standardised Vehicle Design for 'Telangana SHE-TAXI'..
- (f) Required Branding, Campaigns and Promotions for 'Telangana SHE-TAXI'.
- (g) Reviews & Inspections for 'Telangana SHE-TAXI'.

- (h) Overall Monitoring and Coordination with all Stake Holders of 'Telangana SHE-TAXI'.
- (i) Disputes Resolution among Stake Holders of 'Telangana SHE-TAXI'.

5.11 IMPLEMENTING AGENCY

Transport Department or any other entity, nominated by Transport Commissionerate, Govt. of Telangana State would be the implementing Agency for this project and responsible for monitoring and supervision.

5.12 SUPPORT OF 'TRANSPORT DEPARTMENT', GOVT. OF TELANGANA STATE.

Transport Department will provide suitable assistance to the Selected Bidder in obtaining the required clearances and approvals, if any.

5.13 COMMITMENT TO A FAIR AND TRANSPARENT PROCESS

Transport Department is keen to ensure that the process leading to the selection of the Bidders is fair, transparent, efficient, interactive and protects the confidentiality of the information shared by Bidders with it. The selection process has been designed keeping these objectives in mind, and Transport Department shall take all steps to ensure that the above objectives are realised.

6. DESCRIPTION OF THE SELECTION PROCESS

6.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the Request for Proposal Document issued by the Transport Department, Govt. of Telangana State is based on two-cover system as indicated below:

Cover-1: Technical Proposal
Cover-2: Business Proposal
Cover-3: Financial Proposal

The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below:

6.2 RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- It is not received within the time and date specified.
- It does not include sufficient information for evaluation and/or is not in the formats specified or incomplete in any respect.
- It is not signed and / or sealed in the manner and to the extent indicated in Section-6 of this RFP Document.
- It is not accompanied by the requisite Bid Processing Fee and/or the valid Bid Security
- Each page is not signed by the Authorized Signatory.
- If GPA by way of a Resolution of the Company authorizing the authorized signatory is not submitted.
- If not complied with instructions contained in **Sections-7.3**.

Following is the process of Evaluation of Responsive Bids:

6.3 STEP-1 (COVER-1) - EVALUATION OF TECHNICAL PROPOSAL (Pre-Qualification)

The Evaluation Criteria for the Technical Proposal and the information to be submitted are detailed in **Section-8** of this Document.

Evaluation of Cover-1 would be on 'Pass-Fail' basis. Transport Department, Govt. of Telangana State, at the end of the Bidding process will return the Bid Security and upon request, the unopened Financial Proposal (Cover-2&3) to the Bidders who's Technical Proposals are not found acceptable or not pre-qualified.

6.4 STEP-2 (COVER-2) - EVALUATION OF BUSINESS PROPOSAL

The Evaluation Criteria for the Business Proposal and the information to be submitted are detailed in **Section-9** of this Document.

Evaluation of Cover-2 would be on 'Pass-Fail' basis. Transport Department, Govt. of Telangana State, at the end of the Bidding process will return the Bid Security and upon request, the unopened Financial Bids (Cover-3) to the Bidders, whose Business Proposals are found not acceptable.

6.5 STEP-3 (COVER-3) - FINANCIAL PROPOSAL.

The evaluation criteria for assessment of the Financial Proposals are described in Section-9. The format for the Financial Proposal is specified in Exhibit-8. The Financial Proposal from the bidders shall be evaluated as detailed in Section-10 of this document. A ranked list of Bidders based on the results of the evaluation, as detailed in Section-9 of this Document, would be prepared for selection of the ranked Bidders.

6.6 TIME TABLE AND MILESTONES

S.No.	Milestone	Envisaged Schedule
1	Request for Proposal Document made available to the Bidders on Website	11.02.2015 to 17.02.2015
2	Time and date for receipt of Bids (Containing Cover-1, 2 & 3)	18.02.2015 by 4.00 PM.
3	Opening of Technical Cover (Cover-1)	18.02.2015 by 4.30 PM.
4	Business Proposal Presentations by Short-listed Bidders	21.02.2015; 10.00 AM to 1.00 PM
5	Financial Bid Opening of the Shortlisted Bidders	23.02.2015 by 4.00 PM.

In case any of the above dates happens to be a public holiday, the concerned event shall stand postponed to the same time to the immediate next working day.

6.7 LETTER OF AWARD

The 'Letter of Award' (LOA), would be the letter issued to the 'Selected Bidder'. Within 7 days of issue of the LOA, the Selected Bidder shall enter into the OMA. The LOA will contain the terms and conditions including obligations of the Selected Bidder with time stipulations to be complied with before signing the Agreement. If the Selected Bidder fails to comply with any of the obligations within the stipulated time frame given in the LOA unless extended by the Transport Department, Govt. of Telangana State, the LOA shall stand withdrawn without any notice of whatever nature including forfeiture of the bid security. In such an event the next Bidder (L2) may be invited for negotiations, if required, and LOA will be issued. If this L2 Bidder also fails to comply with the terms and conditions of LOA, the LOA shall stand withdrawn without any notice of whatever notice including forfeiture of the bid security. Whereupon, the Transport Department, Govt. of Telangana State may consider and decide further course of action including termination of the process and inviting RFPs afresh.

7. PROCEDURES TO BE FOLLOWED

7.1 SUBMISSION OF THE BID

7.1.1 Cover-1: TECHNICAL PROPOSAL

The Information to be submitted by the Bidders in the Technical Proposal (Cover-1) is described in Exhibit-3.

The Bidder shall place one (1) original + two (2) copies of the Technical Proposal in a sealed envelope, which shall be inscribed as under:

Bid for the selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' in TELANGANA STATE Cover-1 -Technical Proposal Submitted by: _____ . (Name of Bidder)

7.1.2 Cover-2: BUSINESS PROPOSAL

The Information to be submitted by the Bidders in the Business Proposal (Cover-2) is described in Exhibit-4.

The Bidder shall place one (1) original + two (2) copies + One (1) soft copy of the Business proposal in a sealed envelope, which shall be inscribed as under:

Bid for the selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' in TELANGANA STATE Cover-2 - Business Proposal Submitted by: _____ (Name of Bidder)

7.1.3 Cover-3: FINANCIAL PROPOSAL

The Information to be submitted by the Bidders in the Financial Proposal (Cover-2) is described in Exhibit-5.

The Bidder shall place one (1) original + two (2) copies of the Financial Proposal in a sealed envelope, which shall be inscribed as under:

Bid for the selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' in TELANGANA STATE Cover-3 - Financial Proposal Submitted by: _____ . (Name of Bidder)
--

7.1.4 Submission of the Bid

The three covers of the Bid organized as above, shall be placed in a sealed outer envelope with the following inscription:

Bid for the selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' in TELANGANA STATE

Name of the Bidder: _____

The cover should be addressed to:

**The Commissioner
Transport Department
Government of Telangana State
4th Floor, Transport Bhavan, RTA Compound,
Somajiguda, Hyderabad-500082.
Phone No.:040-23321282.
Email: tc@tstransport.in**

The Bidder can submit the Bid by registered post/ courier or submit the Bid in person, so as to reach the designated address by the time and date stipulated in **Section-6.6**. Transport Department, Govt. of Telangana State shall not be responsible for any delay in submission of the Bids. Any Bid received by Transport Department, Govt. of Telangana State after the deadline for submission of the Bids stipulated in **Section-6.6** shall not be opened.

7.2 INITIALLING OF THE BIDS

Each page of the Bid should be initialed by the Authorized Representative and Signatory of the Bidding Entity / Bidding Consortium, otherwise the bid will be treated as non-responsive vide **Section-6.2**.

7.3 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

- (a) Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this Request for Proposal or those that do not contain the Covering Letter with the name and designation of the authorized person signing it on behalf of such entity with company seal affixed thereon, on the companies letterhead as per the specified formats may be considered non-responsive and may be liable for rejection.
- (b) Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- (c) All communications and information should be provided in writing and in English language only.
- (d) All communication and information provided should be legible including copies of any documents, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- (e) No change in or supplementary information to a Bid shall be accepted once the bid is submitted. However, Transport Department, Govt. of Telangana State reserves the right to seek additional information from the Bidders, if found necessary during the course of

evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Transport Department, Govt. of Telangana State, the Bid would be evaluated solely on the basis of the available information. Transport Department, Govt. of Telangana State reserves the right to make enquiries directly by or through its other sources as to the authenticity and reliability of the contents of and the documents attached to the RFP.

- (f) The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, Transport Department, Govt. of Telangana State reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Bidders.
- (g) The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with Transport Department, Govt. of Telangana State. The "Contact Person" and Authorized Representative and Signatory shall sign the Acknowledgement of Receipt of Request for Proposal Document. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
- (h) The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
- (i) Transport Department, Govt. of Telangana State reserves the right to vet and verify any or all information submitted by the Bidder.
- (j) If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by Transport Department, Govt. of Telangana State, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of Transport Department, Govt. of Telangana State and if Transport Department, Govt. of Telangana State is adequately satisfied.
- (k) The selected bidder shall submit the Detailed Action Plan within 15 days from the date of LOA to Transport Department, Govt. of Telangana State for approval.
- (l) The Bidder shall be responsible for all the costs associated with the preparation of the Bid. Transport Department, Govt. of Telangana State shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

7.4 VALIDITY OF TERMS OF THE BID

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 3 months from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. However, Transport Department, Govt. of Telangana State may solicit the Bidder's consent for extension of the period of validity. Requests for additional Information or for extension of validity are procedural and do not indicate qualification of the Bidder in the process. The Bidder agrees to
Transport Department, Govt. of Telangana State.

reasonably consider such a request. The request and response shall be in writing. A Bidder accepting Transport Department's request for extension of validity shall not be permitted to modify his Bid in any other respect.

7.5 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

7.5.1 Bid Processing Fee

Bidders are requested to pay a non-refundable Bid Processing Fee of **Rs.10,000/- (Rupees Ten Thousands Only)** along with the submission of this RFP document. This will be paid in the form of a Demand Draft in favour of "**Transport Commissioner**" payable at **Hyderabad** drawn on any scheduled commercial bank and must accompany Cover1. Bids that are not accompanied by the above Bid Processing Fee shall be rejected by Transport Department, Govt. of Telangana State as non-responsive.

7.5.2 Performance Guarantee

The Successful Bidder will be required to submit a Performance Guarantee in the form of a Bank Guarantee / Security Deposit for an amount of **Rs.2.00 Lakhs (In words Rupees Two Lakhs)** only. Further details of the Performance Guarantee will be provided at the time of award. The Performance Guarantee shall be required to remain valid from the Zero Date till the date of completion of Contract.

8. COVER-1: TECHNICAL PROPOSAL EVALUATION

8.1 THE OBJECTIVE OF THE TECHNICAL EVALUATION

The objective of the Technical evaluation is to shortlist/pre-qualify Bidders who have the requisite Project Development and Operational Experience to implement the Project.

8.2 ELIGIBILITY CRITERIA

8.2.1 Entities Eligible to bid for the project

The following entities would be eligible to bid for the project either individually or as a Consortium.

- Private Limited Company
- Public Limited Company
- Registered NGO (Society / Trust)

However the conditions prescribed in this RFP document apply to the Bidding Entity or the Bidding Consortium. The nature of entity, which would qualify as a Bidding Entity, depends on the technical expertise and is further detailed below.

8.2.2 Eligibility Criteria for Experience

This RFP is open to all companies established in India who fulfill the Prequalification criteria as specified in this section.

1. The Bidder should have relevant 'Operations & Management' experience in 'Fleet Management' with GPS based Safety & Security Monitoring Systems, at least for a period of not less than One Year. (As evidenced by the relevant documents from Concerned Authority showing Fleet Management Experience). And
2. The Bidder should have relevant 'Operations & Management' experience in '24/7 Emergency Call Centre / Helpline Management', at least for a period of not less than One Year. (As evidenced by the relevant documents from Concerned Authority showing '24/7 Emergency Call Centre / Helpline Management' Experience).

The formats for information submission are provided in **Exhibit-3** of this RFP document.

Bidders are required to submit following 'Information' with Cover-1 of the Bid.

- (a) Covering Letter as per the format given in **Exhibit-1**.
- (b) Description of the Bidder as per **Exhibit-2**.
- (c) Information submission as per format given **Exhibit-3**.
- (d) Bid Processing Fee as specified in **Section-7.5.1**.

9. COVER-2: BUSINESS PROPOSAL EVALUATION

9.1 BUSINESS PROPOSAL

The objective of Transport Department, Govt. of Telangana State, in sourcing 'Service Provider' for the Operations & Management of 'Telangana SHE-TAXI' is to capitalize on the following skills of the Bidding Entity:

- (a) Technical Capabilities, Experience & Credentials of the 'Bidding Entity', that are essential and required for Operations & Management of 'Telangana SHE-TAXI'.
- (b) 'Project Planning Skills' of 'Bidding Entity', that would help expedite the 'Project Implementation' and ensure timely launching of 'Telangana SHE-TAXI'.
- (c) 'Project Management Skills' of 'Bidding Entity', that offer the most optimal and cost competitive solutions for the proposed for O&M of 'Telangana SHE-TAXI'.
- (d) 'Operation and Management Skills' of 'Bidding Entity' in 'Fleet Management' functions, that ensure consistently superior services with cost effective solutions.
- (e) 'Operation and Management Skills' of 'Bidding Entity' in '24/7 Helpline Management' functions, that ensure reliable, safety & security measures.
- (f) 'GPS Capabilities' track record of 'Bidding Entity', which will contribute and add credentials for the O&M of 'Telangana SHE-TAXI'.
- (g) 'Business Development' track record of 'Bidding Entity' for the 'Beneficiaries', which will contribute for the O&M of 'Telangana SHE-TAXI'.
- (h) 'Non Conventional & Innovative Methods of Revenue Generation' track record of 'Bidding Entity' for the 'Beneficiaries', which will contribute for the O&M of 'Telangana SHE-TAXI'.

The objective of the evaluation shall be to ascertain the capability of the bidder to achieve the responsiveness of the proposal.

The Business Proposal shall be assessed for technical sufficiency and will include the following:

S.No.	Techno-Business Plan	Percentage of Marks while evaluating
1	Technical Capabilities & Experience of the Bidder.	10
2	Project Planning & Management Skills of the Bidder.	10
3	Fleet Management Skills of the Bidder.	10
4	24/7 Helpline Management Skills of the Bidder.	10
5	GPS Capabilities of the Bidder.	10
6	O&M Experience for 'Women-Only' Taxis	10
7	Safety & Security Systems for 'Women-Only' Taxis	10
8	'Business Development' Track Record	10
9	'Non-Conventional Revenue Generation' Capabilities	10
10	Merits of the Business Proposal Presented	10

9.2 EVALUATION PROCESS

The evaluation of the Business proposal will be on PASS-FAIL basis. As part of evaluation the bidders are required to arrange a Power Point Presentation to the Committee constituted by the Government of Telangana State. The Committee will award the Marks to the Business Proposal Presentation based on the above-mentioned Parameters. The Bidders are required to score a

minimum of 5 Marks for each parameter and also an aggregate of 60 Marks for all the parameters put together to 'Pass' the Business Proposal Evaluation. The discretion and decision of the Committee is final in Business Proposal Evaluation.

In evaluating the Business Proposal, Transport Department, Govt. of Telangana State, reserves the right to seek clarifications from the Bidders. The Bidders shall be required to furnish such clarifications.

Further to the evaluation, if in Transport Department, Govt. of Telangana State, opinion, if the Business Proposal is materially deficient or inconsistent in any aspect; the Bid shall be declared Non-Responsive and shall not be considered for further evaluation.

Only the Responsive Bidders qualified in Cover-2 evaluation shall be considered for evaluation of the Financial Bids.

9.3 BUSINESS PROPOSAL: INFORMATION FORMATS

The information requirements for submission of the Business Proposal are detailed in **Exhibit-4**.

10. COVER-3: FINANCIAL PROPOSAL EVALUATION

10.1 OBJECTIVE OF FINANCIAL PROPOSAL EVALUATION

The evaluation of the Financial Proposal is to ascertain the bidder offering the lowest Financial Proposal, who will be considered for selection for awarding the project.

10.2 FINANCIAL PROPOSAL PARAMETERS

Bidders are required to offer their 'Lowest Quote' in terms of the 'Percentage' (%) of 'Revenue Share' with the Beneficiaries for the services to rendered to the 'Telangana SHE-TAXIs' for the promotion & generation of business, GPS based fleet management, 24/7 emergency call centre / helpline management and online monitoring services for the Safety & Security of the Women Drivers as well as passengers for a period of 5 Years.

The above quotes shall be submitted by the Bidders in Cover-2. Financial Proposal in accordance with the Format Enclosed in **Exhibit-5 of Section-15**.

10.3 SELECTION OF THE PREFERED BIDDER

- The Financial Proposals quoted by the bidders as 'Percentage' (%) of 'Revenue Share' with the Beneficiaries will be ranked as L1, L2, L3 etc according to their Financial Proposals from Lowest to Highest (L1 being the Lowest).
- The Bidder offered Lowest Financial Proposal (L1) would be preferred for Operations & Management of 'Telangana SHE-TAXI'. In case the L1 bidder unable to fulfill the requirements of the bid/offer, the next lowest bidder (L2) will be preferred for the project, subject to the acceptance of their offer by Transport Department, Govt. of Telangana State.

11. EXHIBIT-1: FORMAT OF THE COVERING LETTER

(The Covering Letter to be submitted by Bidding Entity with the Cover-1 on their Letter Head)

Date:

Place:

**The Commissioner
Transport Department
Government of Telangana State
4th Floor, Transport Bhavan, RTA Compound,
Somajiguda, Hyderabad-500082.
Phone No.:040-23321282.
Email: tc@tstransport.in**

Dear Sir,

Sub: Selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' in Telangana State.

Please find enclosed one (1) original + two (2) copies of our Bid in respect of the Selection of 'Service Provider' for Operations & Management of 'Telangana SHE-TAXI' in Telangana State, in response to the Request for Proposal (RFP) Document issued by the Transport Department Govt. of Telangana State, dated_____.

We hereby confirm the following:

1. The Bid is being submitted by _____(name of the Bidding Company) who is the Bidding Company, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Transport Department and in any subsequent communication sent by Transport Department, including the Principles of Agreement issued as supplementary to the main RFP Document. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Transport Department.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.

5. This bid is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
6. We, as the Bidding Company, designate Mr./Ms. _____ (*mention name, designation, contact address, phone no., fax no., etc.*), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the us in respect of the Project. The Board Resolution authorizing the said person is enclosed.

For and on behalf of: (Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Name of the Person :

Designation :

Signature :

12. EXHIBIT-2: DESCRIPTION OF THE BIDDING ENTITY

12.1 DESCRIPTION OF THE BIDDING ENTITY

BIDDING ENTITY	
<p>(a) Name of the Bidding Entity:</p> <p>(b) Address:</p> <p>(c) Telephones:</p> <p>(d) Fax:</p> <p>(e) E.mail Id:</p> <p>(f) Year of Incorporation:</p> <p>(g) Name of the Authorised Representative:</p> <p>(h) Designation:</p> <p>(i) Address:</p> <p>(j) Telephones:</p> <p>(k) Fax:</p> <p>(l) E.Mail Id:</p> <p>(m) Description of the Business & Track Record:</p>	

13. EXHIBIT-3: COVER-1 TECHNICAL PROPOSAL FORMAT FOR INFORMATION SUBMISSION

13.1 PARTICULARS & PROFILE OF THE BIDDER

Bidders should furnish and attach the substantiating documents as asked for in Table-1 given below.

TABLE-1

1	Name and Address of the Bidder:	
(a)	Registered Office with Phone, Fax & Mail Id.	
(b)	Administrative Office with Phone, Fax & Mail Id.	
2	Nature of Constitution of Bidder: Private / Public Limited Company / Society / Trust <u>(Attach a copy of Certificate of Incorporation with Memorandum & Articles of Association for Company OR Certificate of Registration with a copy of Bylaws in case of Society / Trust)</u>	Constitution: Registration No.: Registration Date: Operations Date:
3	Name of the Chief Executive Officer with Phone, Fax & Mail Id.	
4	Name/s and Address/s Directors OR Members of Governing Body in case of Society / Trust.	1. 2. 3. 4. 5. 6.
5	Trade Registration Number with Date <u>(Attach a Copy of Trade Registration Certificate issued by Competent Govt. Authority)</u>	Registration No.: Date: Place:

RFP for the selection of 'Service Provider' for 'Telangana SHE-TAXI' in Telangana State

6	Details of Sales Tax / VAT / Service Tax Registration No. & Date <i>(Attach Copies of Regn. Certificate & Latest Annual Return endorsed by Commercial Taxes Dept.)</i>	Registration No.: Date:
7	Details of Income Tax PAN No. & Date <i>(Attach Copies PAN Card & Latest Annual Return endorsed by IT Dept.)</i>	PAN No.: Date:
8	Relevant 'Operations & Management' experience in 'Fleet Management' with GPS based Safety & Security Monitoring Systems for not less than One Year.	
9	Relevant 'Operations & Management' experience in '24/7 Emergency Call Centre / Helpline Management' for not less than One Year.	
10	Give details of Major Clients to whom, the Bidder has extended similar Services. GPS Based Fleet Management / 24/7 Emergency Call Centre / Helpline Management. <i>(Documentary proof to be attached)</i>	1. 2. 3.
11	Give details of Government to whom, the Bidder has extended similar Services. GPS Based Fleet Management / 24/7 Emergency Call Centre / Helpline Management. <i>(Documentary proof to be attached)</i>	1. 2. 3.
12	Details of Bid Processing Fee of Rs.10,000/- (Non-refundable)	D.D. / P.O.No.: Date: Bank Name: Branch:
13	Details of Bid Security / EMD	Bank Guarantee for Rs.1.00 Lakh Bank Guarantee No. Date: Bank Name: Branch:
14	Enclosures for Documentary Proof	1. 2. 3. 4. 5. 6. (Add more S.Nos. as per your enclosures)

Bidders are required to provide documentary evidence of their experience duly attested by the concerned entity. In the absence of such proof, TRANSPORT DEPARTMENT, GOVT. OF TELANGANA STATE reserves the right not to consider the information provided by the Bidders for evaluation.

Bidders are required to submit the following 'List of Enclosures' with Cover-1 of the Bid.

- (a) Certificate of Incorporation with Memorandum & Articles of Association for Companies (OR) Certificate of Registration with Bylaws Copy in case of a Society / Trust.*
- (b) Copies of Trade Registration Certificate issued by Concerned Govt. Authority.*
- (c) Copies of Sales / Service Tax Registration Certificate & Latest Annual Return duly endorsed by Commercial Taxes Dept.*
- (d) Copies PAN Card & Latest Annual Return duly endorsed by Income Tax Dept.*
- (e) Records / Documents of the Bidding Entity endorsed by Concerned Government Authority evidencing the GPS Based Fleet Management / 24/7 Emergency Call Centre / Helpline Management.*

**14. EXHIBIT-4: COVER-2 BUSINESS PROPOSAL
FORMAT FOR PROJECT INFORMATION SUBMISSION**

The Business Proposal shall be in the form of an Information Memorandum containing

14.1. TECHNICAL CAPABILITIES, EXPERIENCE & CREDENTIALS

1. Project Planning:

2. Project Management:

3. Fleet Management:

4. Helpline Management:

5. GPS Capabilities:

6. Safety & Security Systems

7. Business Development:

8. Non Conventional & Innovative Methods of Revenue Generation:

14.2. TECHNICAL PROPOSAL

1. Details of the Project Proposal:

2. Proposed Technologies, Safety & Security Features & Equipment:

3. Fleet Management Plan:

4. 24/7 Helpline Management Plan:

5. Proposed Qualified Management and Technical Team:

The details of the management and technical people should be given in the following format.

Serial No.	Name	Designation	Qualifications	Professional Experience and Track Record
For Logistics & Fleet Management				
Management				
Technical				
For 24/7 Helpline Management				
Management				
Technical				

Please support with an Organizational Chart.

14.3. BUSINESS PROPOSAL

- I. Statement of Assumptions for arriving at the CAPEX & OPEX for a period of 5 years.**
- II. Projected Cost of the Project for a period of 5 years.**
- III. Estimations and Capacity Utilization Assumptions for a period of 5 years.**
- IV. Assumptions underlying Project Feasibility Projections for a period of 5 years.**
- V. Projected Project Feasibility Statements for a period of 5 years.**
- VI. Financial Indicators for a period of 5 years.**

14.4 Presentation of Proposal

A presentation on the Business Proposal will be called for and the Bidder may also be required to give such clarification and additional information on the capabilities, concept plan and business proposal as may be required.

This Financial Proposal and all other details furnished by us shall constitute a part of our offer. We understand that you are not bound to accept the lowest or any bid you receive. We agree that our Price Bid shall remain valid for a period of 3 Months from the last date prescribed for submission of proposal.

We have carefully read the entire set of RFP Document and in token of having accepted all the terms and conditions therein are submitting herewith in Cover-3.

We agree to bind by this offer if we are the selected bidder.

For and on behalf of :

Authorized Representative & Signatory:

Name of the Person :

Designation :

Seal :

16. ANNEXURE
DRAFT OPERATION & MANAGEMENT AGREEMENT

DRAFT OPERATION AND MANAGEMENT AGREEMENT
(For Operation and Management of Telangana SHE-TAXI in Telangana State)

This Operation and Management Agreement is entered into on this ---- day of ----- 2015 at Hyderabad by and between

(1) **The Transport Department, Government of Telangana State, (GoTS)** having its Head Office at 4th Floor, Transport Bhavan, RTA Compound, Somajiguda, Hyderabad-500082, Telangana State, represented by its Transport Commissioner, Sri. _____, hereinafter referred as the **“Transport Commissionerate, GoTS.”** of the **First Part;**

AND

(2) _____, a company registered under the Companies Act, 1956, having its registered office at _____, represented by its Authorised Person, Sri _____, _____ (Designation), hereinafter referred to as the **“Service Provider”**, of the **Second Part.**

The 'Transport Commissionerate, GoTS.', and the 'Service Provider' are severally referred to as the Party and collectively as Parties.

Whereas

A. Government of Telangana State intends to launch “24/7 Technology Enabled Safe, Responsible and Reliable 'Women-Only' Taxi Service” with Women Drivers, Explicitly Designed and Developed to Safeguard the Safety of the Women Travelers in Telangana State.

B. The Government of Telangana State, vide G.O.Ms.No.01 Women, Children, Disabled & Senior Citizens (Schemes) Department, dated 02.09.2014, have constituted a Committee consisting of senior officers from different services to suggest measures for effective implementation of various legislations meant for safety and security of girls and women in the Telangana State and also give suggestions on the further policy changes / steps required in this direction.

A number of issues relating to safety and security of girls and women were brought to the notice of Committee. After detailed deliberations and careful study, the Committee recommended the several short-term measures for immediate and urgent implementation by various departments.

The Hon'ble Chief Minister, Government of Telangana State have reviewed on the report of the Committee on the issues relating to safety and security of Women and Girls and instructed to expedite the work on the recommendations of the Committee. With regard to the recommendations of the Committee on safety of Women passengers, the concept of 'SHE-TAXI' scheme is proposed.

C. In order to prepare modalities for implementation and monitor the 'SHE-TAXI' Scheme, a Committee is constituted by the Govt. of Telangana State vide G.O.RT.No.152, TR&B(Tr.I) Dept., dated 19.12.2014. Transport commissioner is the chairman of the committee. The other Members of the Committee are – (i) Representative of the Inspector General, Traffic, (ii) The Director/Commissioner, Women & Child Welfare Department, (iii) Representatives of the Commissioners of Police of Hyderabad and Cyberabad.

The Committee will prepare modalities for implementation of 'SHE-TAXI' scheme to take up activities like preparation of project report, call for applications, selection of beneficiaries, tie-up with banks, selection and procurement of vehicles, training and orientation for seven days and formation of project monitoring unit with the concerned officers and consultant.

This Committee will submit its report to the Committee on Issues relating to Safety and Security of Women and Girls in Telangana State with its recommendations.

The Committee will accord permission to give a News Paper advertisement for selecting (50) Drivers (Women) from Hyderabad and Cyberabad to provide them SHE-TAXIS at 35% subsidy. If it is not possible to get all the drivers from Hyderabad, Cyberabad, some of the candidates would be selected from neighbouring districts. For the non-residential drivers the accommodation will be provided in the working women's Hostels in the Twin Cities.

D. For this purpose, Request for Proposals (RFP) are invited by the Transport Commissionerate, Government of Telangana, from the qualified Bidders with the objective to select the 'Service Provider' having the required Technical Capabilities, Fleet Management, Helpline Management, Safety Management and Project Management Experience to successfully Operate & Manage the 'Telangana SHE-TAXIS' Project for a period of 5 Years on best possible competitive commercial terms, through an advertisement published in the daily news papers across the country under competitive bidding process.

E. After due process of evaluation of the RFPs received, the Bid submitted by the Second Party claiming the requisite competency and competitive commercial terms has been selected and the Letter of Award (LOA) No. _____ dated _____ was issued.

F. Having complied with the conditions of the LOA, the Second Party requested for entering into this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following capitalised words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them.

“**Service Provider**” means the 'Service Provider' being the Second Party herein.

"Agreement" means this Agreement including Schedules/Annexures hereto, and any amendments made thereto in accordance with the provisions of this Agreement.

"Applicable Laws" mean and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government 'Service Provider' having jurisdiction over the O&M Services in question, whether in effect as of the date of this Agreement or thereafter.

"Applicable Permits" mean all clearances, permits, authorisations, consents, confirmations, validations and approvals under or pursuant to applicable Laws, required to be obtained and maintained by the 'Service Provider' in order to undertake O&M in accordance with this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.

"Bid" means the proposals submitted by the 'Service Provider' in response to the Request for Proposal Document.

"Committee" means the Committee constituted by the Government of Telangana State for the purpose of prescribing the Service Parameters & Costing vide G.O. Rt. No. 1152, HM&FW (K2) Dept., dated. 24-06-2011.

"Commissioner" means the 'Transport Commissioner, Government of Telangana State or his/her authorised representative and also referred to as the 'Commissioner of Transport.

"Commissionerate" means the office of the 'Transport Commissionerate, Govt. of Telangana State.

"Competent Authority" means the 'Transport Commissionerate, Govt. of Telangana State.

"Contract Period" means (5) five years from Zero Date and also referred to as the Term or Tenure of the Agreement. In case of prior Termination of the Agreement, the Agreement shall end on the date of such Termination.

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default.

"Day" means Working day.

"Department" means the Transport Department

"GOI" means the Government of India.

"Govt. of Telangana State" means the Government of Telangana State.

"Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of activity as envisaged under this Agreement, and such practices which would be expected to result in the performance of its obligations by the Second Party in the O&M of the Services in accordance with this Agreement, Applicable laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

"Government" means the Government of Telangana State.

"Government Agency" means any government or governmental department, commission, board, body, bureau, 'Service Provider', authority, instrumentality, central, state, or local, having jurisdiction over the Second Party, the vehicles and the staff or the performance of all or any of the services or obligations of the Second Party under or pursuant to this Agreement.

"Material Adverse Effect" means material adverse effect on the ability of the either of the Parties to exercise, observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" means a breach by either Party of any of its obligations under this Agreement which has / likely to have a Material Adverse Effect on the O&M and which such Party shall have failed to cure within the Cure Period.

"Telangana SHE-TAXI" shall, for the purpose of this Agreement, mean Technology Enabled 24/7 'Women-Only-Taxi' for the Safety of the Women Passengers with Women Driver cum Owners in Telangana.

"O&M / Operation & Management" means the Operation and Management of the 'Telangana SHE-TAXI' by the Service Provider in terms of this RFP and the terms 'Operation' and 'Management' with their grammatical variations and cognate expressions, includes procurement of material for & maintenance of vehicle fleet and the requisite staff and their management strictly as per the provisions of this RFP.

"Service Provider" means the **Second Party** herein.

"Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or government 'Service Provider' or any other legal entity.

"Performance Guarantee" means the Guarantee in the form of Bank Guarantee to be furnished by the Second Party for satisfactorily discharging its obligations during the Tenure of this Agreement

"Relevant Authorities" means and includes generally any governmental, quasi-governmental, regulatory or administrative authority, agency, department or entity or instrumentality of government state or central having jurisdiction over the matters concerning O&M.

"Rupees/Rs." refers to the official currency of the Republic of India.

"Selected Bidder" means the Bidder whose bid was accepted and the LOA was issued and the Second Party herein.

"Services" means O&M of Telangana SHE-TAXI.

"Staff" means the professional and support personnel to be procured and provided by the 'Service Provider' to perform and discharge the assigned obligations as provided in the Agreement or as may be assigned by the 'Transport Commissionerate, GoTS.' from time to time as the situation warrants.

"State Government" means the State Government of Telangana State.

"Termination" means prior termination of this Agreement, at any time during its currency, pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement.

"Term/Tenure of Agreement" means the Contract Period.

"Termination Date" means the date on which the Termination occurs which shall be the date on which Termination Notice has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of the Agreement.

"Termination Notice" means a communication by Registered Post in writing by a Party to the other Party regarding Termination in accordance with the provisions of this Agreement.

"Zero Date" means the date of signing of this Agreement as further elaborated hereinafter.

The capitalised words and expressions used herein but not defined above shall have the meaning as ascribed in the relevant provisions of this Agreement.

1.2 Interpretation

- a) In this Agreement unless the context otherwise requires:
 - i. words denoting the singular number shall include the plural and vice versa.
 - ii. words denoting any gender shall include all genders.
 - iii. where a word or phrase is defined, other parts of speech and grammatical forms of that word and phrase shall have corresponding meanings.
 - iv. words denoting natural persons shall include a body of persons corporate or unincorporated and vice versa.
 - v. references to Schedules, Appendices, Annexures, Articles, Clauses, and Sub-Clauses are to the Schedules, Appendices, Annexures, Articles, Clauses, Sub-Clauses and Schedules to this Agreement and references to Clauses shall be read as references to Sub-Clauses where appropriate.
 - vi. references to any Party to this Agreement or any other agreement or instrument executed pursuant / in relation thereto shall include the Party's successors and permitted assigns.
 - vii. references to any agreement or instrument shall include references to such agreement or instrument as amended, novated, supplemented, varied or replaced from time to time.
 - viii. references to any legislation or to any provisions of any legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for, and all regulations and statutory instruments issued under, such legislation or provision.
 - ix. references to "Operation" or "Maintenance" with reference to the vehicle fleet, with their grammatical variations include, unless the context otherwise requires, periodic and preventive maintenance, cleaning, servicing, renewing, repair, replacement, maintenance of quality and hygiene standards, environmental standards and other incidental activities.
 - x. all Schedules and Annexures to this Agreement and its recitals shall form part of this Agreement;
 - xi. headings are for convenience only and shall not affect interpretation.
 - xii. terms and words beginning with capital letters and defined in this Agreement including the Schedules, Appendices and Annexures shall be construed accordingly.
 - xiii. measurements and Arithmetic Conventions - All measurement and calculations shall be in metric system and calculations done to 2 decimals places, with the third digit of 5 or above being rounded down except in money calculation, which shall be rounded off to nearest rupee.

- b) In case of ambiguities or discrepancies within this Agreement, the following shall apply:
- i. between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles.
 - ii. between the Articles and the Schedules, the Articles shall prevail.
 - iii. between the written description on the Drawings and the Specifications and Standards the latter shall prevail.
 - iv. between the dimension scaled from the Drawings and its specific written dimension, the latter shall prevail.
 - v. between any value written in numerals and that in words, the latter shall prevail.

If any of the Annexures as specified above are not included in the Agreement for reasons of non-availability at the point of signing the Agreement, the same shall, after approval by the 'Transport Commissionerate, GoTS.', be made part of the Agreement as and when ready.

c) The following documents between the Parties shall be construed as mutually explanatory to one another provided that in the event of any conflict or repugnancy between them the order of precedence of the documents shall be:

- i. This Agreement, including Annexures thereto.
- ii. Letter of Award (LOA).
- iii. Request for Proposal (RFP) Document, all Schedules and Annexures thereto issued to the Bidder, the clarifications, amendments issued by the 'Transport Commissionerate, GoTS.', and the Bid Documents / Proposals / Submissions of the Selected Bidder thereof including any supplementary information, replies to clarifications provided by the Selected Bidder as part of its submissions.

1.3 Public Interest

The award of O&M is in the public interest as it is related to to Safeguard the Safety of the Women Travelers in Telangana State.

1.4 Essence of Time

Time is the very essence of this Agreement as all the timelines are pre-determined.

1.5 Implementing Agency

The 'Transport Commissionerate, GoTS.', or any other entity, nominated by it would be the implementing 'Service Provider' for the purpose.

ARTICLE 2

APPOINTMENT OF 'SERVICE PROVIDER'

2.1 Appointment of the 'Service Provider'

In consideration of the 'Service Provider' agreeing to observe and perform its undertakings covenants, terms and conditions and to satisfactorily discharge all its other obligations set forth in this Agreement, the 'Transport Commissionerate, GoTS.', hereby appoints the Second Party as the 'Service Provider' for Operation and Management of the Services as provided herein,

ARTICLE 3

SCOPE, OBJECTIVES & METHODOLOGY OF 'O&M'

3.1 Scope of the 'Telangana She-Taxi' as per the Committee Report

- a) Introducing the concept of taxi exclusively driven by women and meant for women passengers.
- b) These taxis would be pre-paid taxis with several security features for both the driver and the passengers.
- c) Safety features like - Emergency switches to drivers and passengers inside the taxis
Safety map for emergency response e.g., location of mechanic shops, police stations, hospitals, etc. - GPS tracking with 24x7 control room preferably with a 3 digit number and safety officers.
- d) Advanced fare meters.
- e) Giving training to the woman in driving.
- f) Providing subsidy to the woman for purchase of the taxis by the Government.
- g) Tying up with the banks to provide loans at lesser rate of interest to the woman for purchase of these taxis.
- h) Giving wide publicity for using these taxis.
- i) Giving priority to these taxis at the railway stations, airport, corporate offices maternity hospital where woman work and return home late.
- j) The system of on call taxis can be started where with a call the taxis could go to the passenger in the least possible time. These taxis should be linked to the GPS system and a centralised call centre. This will ensure the recording of the identity of the taxis as well as the driver, which will lead to accountability of the driver / owner.

3.2 Objectives 'Telangana She-Taxi' Scheme

- a) The 24/7 'Women-Only' taxi service with Women Driver cum Owners explicitly designed and developed to safeguard the safety of women travelers in Telangana State.
- b) Technology enabled safe, responsible and reliable alternative travel cab system exclusively for the women populace on the move in Telangana State.
- c) Transformational and unconventional initiative to address the ever-growing threats on the safety and security of women lives in Telangana State.
- d) Contributing for social and economic empowerment of women in the Telangana State on a massive scale.

3.3 Methodology for the O&M of 'Telangana She-Taxi'

- a) The Transport Commissionerate, Government of Telangana, will soon select about 50 Women Driver cum Owners or more to run the proposed SHE-TAXIs in the city. If the Women Driver cum Owners are not available in the city, the chance will be given to women from other districts of Telangana. If a women driver is selected from other than the city, she will be provided with accommodation at the workingwomen's hostel in the city.
- b) The selection of Women Driver cum Owners will be completed soon and the Transport Commissionerate, Government of Telangana, will facilitate the selection and procurement of suitable vehicles for 'SHE-TAXIs' in coordination with the interested vehicle manufacturers.
- c) The Transport Commissionerate, Government of Telangana, will facilitate the tie-up with Banks for financing the 'SHE-TAXIs' in coordination with the interested Banks.

- d) The Transport Commissionerate, Government of Telangana, will provide 'SHE-TAXIs' with 35 per cent subsidy for the eligible Women Driver cum Owners.
- e) Setting up of Project Management & Operations Center in Hyderabad by the 'Service Provider' with the following required Infrastructure, Hardware, Software, Systems, Applications and Safety & Security Measures
 - a. Project Managers and Officers
 - b. Building and infrastructure
 - i. Unique short code to access for entire state
 - ii. Set up infrastructure, Call Centre, and Control Room
 - iii. 24X7 Operations Facility
 - iv. Call Center Number
 - v. Call Center Set-up - PRI Lines, Recording Facility etc.
 - vi. Booking System
 - vii. Fleet Management System
 - viii. Safety & Security Systems
 - ix. Emergency Alert Hooters
 - x. Safety & Response Map
 - xi. Customer Support System
 - xii. Manpower Recruitment
 - xiii. LED TV Projection
 - xiv. Other Office Requirements
 - c. Booking Systems
 - i. Web
 - ii. Mobile App
 - iii. Call Center Booking Engine
 - d. Setting-up of Training Centre for Standardization Processes and Trainings for Personality Development, Standard Operating Guidelines, Technical & Financial Management, Entrepreneurship Development, Healthcare & Hygiene etc.
 - e. Systems for Ratings & Continuous Evaluation Process.
 - f. Operations Center for Manpower and Training.

3.4 Roles and Responsibilities of Service Provider

In addition to and not in derogation of any other obligations and responsibilities stipulated elsewhere in the Agreement, the Selected Bidder shall be specifically responsible for compliance with the following obligations with the required Hardware & Software and Apps for undertaking the required 'SHE-TAXI Fleet Management & Helpline Services' in Telangana State.

- a) Marketing, Business Development, Operations & Management of 'Telangana SHE-TAXI' in Telangana State.
- b) Establish & Manage 24x7 Call Centre/Helpline & Control Room for Telangana SHE-TAXI'
- c) Establish & Manage GPS Technologies for SHE-TAXI Platform and Processes.
- d) Formulate Guidelines and Applications (Apps) for 'Telangana SHE-TAXI'
- e) Establish & Manage Safety and Security Services, Safety Map for 'Telangana SHE-TAXI'
- f) Online Monitoring Services for the Safety & Security of the Women Driver cum Owners.
- g) Self-defence Awareness and Training to Women Driver cum Owners
- h) Constant Training & Continuous Counseling for Women Driver cum Owners.
- i) Emergency Care Awareness Programs.
- j) Instant Response System for Panic Buttons in the case of Crisis.

- k) Fleet Management Services for 'Telangana SHE-TAXI'
- l) Revenue Generation through Fares and Advertisements for 'Telangana SHE-TAXI'
- m) Innovative Revenue Models and Technological Advancements & Marketing.
- n) Process Innovations for 'Telangana SHE-TAXI'.
- o) Rating and Quality Checks as part of Standardization for 'Telangana SHE-TAXI'
- p) Managing Website, Facebook etc., for 'Telangana SHE-TAXI'
- q) Strategic & Business Tie-ups for 'Telangana SHE-TAXI'
- r) Coordination between Stakeholders
- s) Constant Mentoring & Support for 'Telangana SHE-TAXI'
- t) R&D for 'Telangana SHE-TAXI'
- u) Periodic Reviews and Reports to the Transport Commissioner, Govt. of Telangana State.
- v) Analytics for 'Telangana SHE-TAXI'.

3.5 Roles and Responsibilities of Transport Department

In addition to and not in derogation of any other obligations and responsibilities stipulated elsewhere in the Agreement, the Commissionerate shall be specifically responsible for compliance with the following obligations.

- a) Beneficiary (Women Driver) Identification and Selection for 'Telangana SHE-TAXI'.
- b) Mobilize / Extend Fund support to the Beneficiaries with Bank Finance and Subsidy for 'Telangana SHE-TAXI'.
- c) Trainings to the Beneficiaries for 'Telangana SHE-TAXI'.
- d) Tie up with Driving Schools for Specialized Driving Training for 'Telangana SHE-TAXI'.
- e) Coordination with Vehicle Manufacturers and Standardised Vehicle Design for 'Telangana SHE-TAXI'.
- f) Required Branding, Campaigns and Promotions for 'Telangana SHE-TAXI'.
- g) Reviews & Inspections for 'Telangana SHE-TAXI'.
- h) Overall Monitoring and Coordination with all Stake Holders of 'Telangana SHE-TAXI'.
- i) Disputes Resolution among Stake Holders of 'Telangana SHE-TAXI'.

ARTICLE 4

PERFORMANCE GUARANTEE

4.1 Performance Guarantee

The 'Service Provider' shall, for due and punctual performance of its obligations during the Contract Period shall have to submit a Performance Guarantee. For the said purpose, notwithstanding any thing contained in the Development & Management Agreement to be executed in terms of the LOA, the Performance Guarantee and / or the Payment Guarantee, as the case may be, to be submitted in terms of the LOA for development of Zone in terms of the Development & Management Agreement, shall also be treated as Performance Guarantee for the O&M Services under this Agreement.

4.2 Refund of Performance Guarantee

- a) For due performance of its obligations, the 'Service Provider' has furnished a Performance Guarantee by means of Bank Guarantee No. _____ issued by _____ Bank, _____ Branch for Rs. _____ valid for 63 months from the date of the Agreement.

b) Subject to the provisions otherwise provided herein, the Performance Guarantee shall be returned by the 'Transport Commissionerate, GoTS.', (i) immediately and not later than 30 days on expiry of the Contract Period, and (ii) in the event the Contract Period is restricted to less than 5 years as provided herein, the Performance Guarantee immediately and not later than 30 days from the effective date of Termination. Where the Contract Period is extended, the 'Service Provider' shall renew the Bank Guarantee for the extended period plus 3 months thereafter.

c) In the event of invocation of the Performance Guarantee in full or partly by the 'Transport Commissionerate, GoTS.', for any default of the 'Service Provider' as provided herein, the 'Service Provider' shall replenish the amount in full or part so invoked within 7 (seven) days from the date of receipt of notice of intimation of such invocation of the Performance Guarantee. failing which the 'Transport Commissionerate, GoTS.', shall be entitled to terminate the Agreement without the necessity of giving any Preliminary Notice of such Termination. The 'Service Provider' hereby agrees for such termination without the need to issue any preliminary notice before Termination by waiving its any right of whatever nature entitled in terms of the Agreement.

ARTICLE 5

OBLIGATIONS AND UNDERTAKINGS

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Parties agree and undertake as under.

5.1 Obligations of the 'Service Provider'

- a) It shall take adequate measures to ensure that (i) the vehicle fleet is always and at all times kept in good working and running condition, and (ii) the Staff in attendance in terms of the Agreement.
- b) It shall not exploit the O&M Services including the Staff for purposes other than the Services.
- c) It shall maintain operational efficiencies at all levels duly observing the best quality and safety standards and environmental concerns are adequately addressed.
- d) It shall be the responsibility of the 'Service Provider' to obtain all the Applicable Permits, at its own cost, from the Relevant Authorities and keep them in force from time to time and comply with all other Applicable Laws concerning the Services. However, the 'Transport Commissionerate, GoTS.' will extend assistance in securing all State level clearances. No compensation can be claimed for non-receipt of any or all Applicable Permits.
- e) It shall not transfer, assign, licence or part with its rights and entitlements under the Agreement in any manner, form, device, method or arrangement to anybody nor shall it be entitled to allow any person/s to use the men, material, equipment and vehicles forming part of the Services.
- f) It shall operate, manage and maintain the Services in conformance with the Good Industry Standards and nationally accepted norms.
- g) It shall during the Contract Period, pay and discharge all expenses for the Services including the wages of the Staff.
- h) It shall indemnify and keep indemnified the 'Transport Commissionerate, GoTS.', and his employees, consultants and representatives against any claim and / or liabilities and / or any suit and / or legal proceeding if it arises on and after the Zero Date in the course of its running, managing, maintaining, operating and / or conducting the said O&M Services.

- i) It shall alone be responsible for all or any risks of whatever nature attached or inherent to O&M.
- l) It shall observe and comply with all its obligations set forth in this Agreement.

5.2 Obligations of the 'Transport Commissionerate, GoTS.'

He shall:

- a) grant or where appropriate provide necessary assistance to the 'Service Provider' in securing Applicable Permits;
- b) ensure availability of the vehicles to the 'Service Provider' under and in accordance with the provisions of this Agreement without any let or hindrance from it or persons claiming through or under it;
- c) observe and comply with all its obligations set forth in this Agreement.

ARTICLE 6

INSPECTIONS

6. Inspections

In order to ensure the O&M is being carried on by the 'Service Provider' in accordance with the provisions of the Agreement and in addition to what is provided herein, the 'Transport Commissionerate, GoTS.', himself or through its authorised officers and representatives may inspect the O&M arrangements and its working and call for any records as he may consider necessary and appropriate and the 'Service Provider' shall extend necessary support and assistance during such inspections including verification of records.

ARTICLE 7

FINANCES

7. Financing Arrangement

The 'Service Provider' shall make its own arrangements for financing the O&M and mortgage or assignment of its rights under the Agreement therefor is prohibited.

ARTICLE 8

FORCE MAJEURE

8.1 Force Majeure (FM) Event

As used in this Agreement, a Force Majeure (FM) Event shall mean occurrence in India of any or all of Non Political Event, and/or Political Event as described below which prevent the Party claiming FM (the "Affected Party") from performing its obligations under this Agreement and which act or event:

- a) is beyond the reasonable control and not arising out of the fault of the Affected Party.
- b) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable, efforts, skill and care, and

c) has a Material Adverse Effect on the O&M Services.

The FM events would be classified into following categories:

8.2 Non-Political Event.

- a) Non-Political Event shall mean one or more of the following acts or events:
- b) acts of God or events beyond the reasonable control of the Affected Party(s) which could not reasonably have been expected to occur, comprising of earthquake, volcanic eruption or fire or such other natural calamities and Act of God including epidemic or plague, fire or explosion, lightning, public interest litigation(s), stay orders by courts, refusal of approvals/permissions/Licences by the concerned authorities and acts of third parties over whom the Company has no control but materially affecting the O&M Services
- c) radio active contamination or ionizing radiation;
- d) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Second Party in any proceedings for reasons other than failure of the Second Party to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the 'Transport Commissionerate, GoTS.';

8.3 Political Event

- a) For purposes hereinabove, Political Event shall mean one or more of the following acts or events by or on account of Government of India or State of Telangana State or the 'Transport Commissionerate, GoTS.', or any other Government Agency:
- b) Expropriation or compulsory acquisition by any Government Agency of any O&M Services or rights of the Second Party;
- c) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents the Second Party to discharge its obligations or avail its rights granted herein. and/ including collection of Revenue share by the Second Party for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- d) Any public agitation, which prevents collection of Revenue share by the Second Party for a period exceeding a continuous period of 7 (seven) days in an Accounting Year.

8.4 Effects of Force Majeure Event

Upon occurrence of any FM Event, the following shall apply:

- a) there shall be no termination of this Agreement except as provided in Sub Article 5 hereinafter;
- b) where a Force Majeure Event occurs after Effective Date, the 'Service Provider' shall continue to make all reasonable efforts to continue O&M, but if it is unable or prevented from doing so, the Contract Period shall, having due regard to the extent of the impact thereof as determined by the 'Transport Commissionerate, GoTS.', be extended by the period for which collection of Revenue share remains affected on account thereof provided such FM event subsisted beyond 7 days at any point of time and further provided that the aggregate of such periods during the whole Contract Period shall be 60 (sixty) days or more.
- c) The 'Transport Commissionerate, GoTS.', shall not be liable for any other loss or damage on account of FM event.

8.5 Termination

If a Force Majeure event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide in writing to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice in writing. In case of termination by either party, Either Party shall not be liable to the other Party to compensate any consequential loss or damage on account of FM event and in such case of termination the 'Service Provider' shall hand over the vehicles, equipment etc., if any, received by it under the Agreement in good working condition and it may terminate the services of the Staff.

ARTICLE 9

INSURANCE

9.1 Insurance during the Contract Period

The 'Service Provider' during the Contract Period shall ensure, maintain and keep in force insurance to cover against:

- (a) loss, damage or destruction of the vehicles, equipment, machinery etc., at replacement value;
- (b) liability to third parties;
- (c) any other insurance that may be necessary to protect the 'Service Provider' and its Staff, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (b).

9.2 Insurance Companies

The Second Party shall insure all insurable assets comprised in the vehicles, machinery, equipment through insurance companies authorised by/registered with the Insurance Regulatory Authority of India to the extent that insurances are necessary to be effected through them.

9.3 Non-compliance with the provisions under this Article shall be a default on the part of the Second Party.

ARTICLE 10

CHANGE IN LAW

10.1 In the event of change in law affecting any of the material rights and obligations of the Second Party and consequently leading to material breach of any of the provisions of the Agreement by the 'Service Provider', then only either at the instance of 'Transport Commissionerate, GoTS.', or at the instance of the 'Service Provider', the Agreement may be terminated subject to the provisions herein and without any liability on the part of 'Service Provider' for compensation. Therefore change in law under the normal circumstances shall not be a ground for termination.

10.2 However, prior to such request for termination, the Parties shall consult each in good faith for a period of 60 days to mitigate the material adverse impact of the Change in Law. In case during this period, the O&M is suspended / halted, then the Contract period shall be extended by such period.

10.3 In the event the Parties are unable to agree to changes to the Agreement to mitigate the impact of the Change in Law within 60 days, either Party may refer the matter to dispute resolution in which case the Termination Notice shall stand suspended until such matter has been resolved.

10.4 Change in Law shall not include any change in the tax laws or change in law, which solely has an economic impact on the 'Service Provider'.

ARTICLE 11

EVENTS OF DEFAULT AND CONSEQUENCES

11.1 'Service Provider' Event of Default

Any of the following events shall constitute an event of default by the 'Service Provider' ("Service Provider' Event of default") unless such event has occurred as a result of 'Transport Commissionerate, GoTS.', Event of Default or a Force Majeure Event.

- i. It, except as otherwise provided in the Agreement, is in breach of this Agreement and has failed to cure such breach within 30 (thirty) days of receipt of notice in that behalf from the 'Transport Commissionerate, GoTS.';
- ii. It repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;
- iii. It fails to commence the O&M immediately from Effective Date;
- iv. Any representation made or warranties given by it under this Agreement is found to be false or misleading;
- v. It creates any encumbrance on the vehicles, machinery and equipment in favour of any third party.
- vi. A resolution is passed by the shareholders of the 'Service Provider' for the voluntary winding up of the 'Service Provider';
- vii. Any petition for winding up of the 'Service Provider' is admitted by a court of competent jurisdiction or the 'Service Provider' is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Second Party are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Second Party under this Agreement provided that:
 - (a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement, and

- (b) the amalgamated or reconstructed entity has the financial standing or perform its obligations under this Agreement and has a credit worthiness at least as good as that of the 'Service Provider' as at the starting of O&M.
- viii. The 'Service Provider' suspends or abandons, without any reasonable cause, the Services without the prior consent of the 'Transport Commissionerate, GoTS.', provided that the 'Service Provider' shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by 'Transport Commissionerate, GoTS.';
- ix. An attachment is being executed on its substantial assets causing a Material Adverse Affect on the O&M Services and such attachment continues for a period exceeding 7 days;
- x. The 'Service Provider' fails to perform its all other obligations under the Agreement;

11.2 Termination due to Event of Default

- 1) Without prejudice to any other right or remedy or entitlement which 'Transport Commissionerate, GoTS.', may have in respect thereof under this Agreement, upon the occurrence of a 'Service Provider' Event of Default, 'Transport Commissionerate, GoTS.', shall be entitled to terminate this Agreement by issuing a Termination Notice to the 'Service Provider', duly signed by the Competent Officer of 'Transport Commissionerate, GoTS.', provided that before issuing the Termination Notice 'Transport Commissionerate, GoTS.', shall by a notice in writing inform the 'Service Provider' of its intention to issue the Termination Notice (the 'Preliminary Notice') for a minimum period of 30 days. In case the underlying breach / default is not cured within a period of 30 days from the date of the Preliminary Notice (Cure Period) duly received by the 'Service Provider' by registered post, 'Transport Commissionerate, GoTS.', shall be entitled, to terminate this Agreement by issuing the Termination Notice, which should be duly received by the 'Service Provider'. The following shall apply in respect of cure of any of the defaults and / or breaches of this Agreement:
 - i. the Cure Period shall not in any way be extended by any period of suspension under this Agreement except for reasonable causes.
 - ii. if the cure of any breach by the Second Party requires any reasonable action by the 'Service Provider' that must be approved by the 'Transport Commissionerate, GoTS.', the applicable Cure Period shall be extended by the period taken by the 'Transport Commissionerate, GoTS.', to accord the required approval.

Provided in case where the Preliminary Notice to be issued happens to be in the last year of the Contract Period, the cure period shall be 7 days to 30 days as the 'Transport Commissionerate, GoTS.', may stipulate.

- 2) Upon Termination by the 'Transport Commissionerate, GoTS.', on account of occurrence of a 'Service Provider' Event of Default, the 'Transport Commissionerate, GoTS.', shall have no obligation to compensate the Second Party but the Second Party will be entitled for any proceeds of insurance that may be claimed or are pending and shall be allowed to take away all moveable assets.

Notwithstanding anything contained in this Article, upon such Termination, the Performance Guarantee shall stand forfeited besides the 'Transport Commissionerate, GoTS.', entitlement to claim any damages and/or compensation for the direct or indirect loss it incurred as may mutually be agreed and the 'Service Provider' shall pay the same within 30 (thirty) days of demand being made by the 'Transport Commissionerate, GoTS.'. If the 'Service Provider' fails to pay said amount in full within the said period, the amount remaining unpaid shall be paid along with interest @ SBI PLR for medium term plus two percent from the Termination Date till payment, also failing which the 'Transport Commissionerate, GoTS.', shall recover the same under law.

11.3 'Transport Commissionerate, GoTS.', Right of Termination for Other than 'Service Provider' Event of Default

Notwithstanding anything contained in this Agreement, the 'Transport Commissionerate, GoTS.', at its absolute discretion, may terminate the Agreement by giving six months' notice to the 'Service Provider' either in public interest or for whatever reason. In such case, the provisions contained in this Article relating to Termination Payment by the 'Transport Commissionerate, GoTS.', under Sub Article 11.2 (b) (2) above shall apply.

ARTICLE 12

DISPUTE RESOLUTION

12.1 Amicable Resolution

Save where expressly stated otherwise herein, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties

12.2 Arbitration

In the event of the Parties not finding an acceptable solution to the dispute(s) within 30(thirty) days, the same shall be referred to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 (Act 26 of 1996) as amended from time to time.

12.3 Arbitrator/s

If both the Parties consent, a sole arbitrator may be appointed and if this is not done within 15 days of the communication from the other Party for consent then or otherwise each Party may appoint one arbitrator and the two arbitrators will unanimously appoint the third arbitrator who shall be the chairman of arbitration.

12.4 Arbitration Proceedings

The place of arbitration shall be Hyderabad or any other place as both the Parties may mutually agree. The arbitral proceedings shall be conducted in English language.

12.5 Cost of Arbitration

The fees and expenses of the arbitrators shall be borne equally by both the Parties, subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.

12.6 Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE 13

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

13.1 Representations, Warranties and Undertakings of the 'Service Provider'

The 'Service Provider' and its members jointly and severally represents and warrants to 'Transport Commissionerate, GoTS.', that

- a. it is duly organized, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the O&M;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Second Party's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h. there are no action, suits, proceedings, or investigations pending or, to the it's knowledge, threatened against it at law or inequity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of it under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- i. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government 'Service

Provider' which may result in any material adverse effect or impairment of the Second Party's ability to perform its obligations and duties under this Agreement;

- j. it has complied with all concerned laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- k. no representation or warranty by the it contained herein or in any other document furnished by it to 'Transport Commissionerate, GoTS.', or to any Government 'Service Provider' in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- l. no sums, in cash or kind, have been paid or will be paid, by or on its behalf, to any person by way of fees, commission or otherwise for securing the appointment or entering into of this Agreement or for influencing or attempting to influence any officer or employee of 'Transport Commissionerate, GoTS.', in connection therewith;
- m. without prejudice to any express provision contained in this Agreement, it acknowledges that prior to the execution of this Agreement, it has after a complete and careful examination made an independent evaluation of the demand estimates, Specifications and Standards, 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 it in the course of performance of its obligations hereunder including the Applicable Laws, rules and regulations made there under concerning the O&M.
- n. it also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (n) above and hereby confirms that 'Transport Commissionerate, GoTS.', shall not be liable for the same in any manner whatsoever to the Second Party.
- o. It has not been blacklisted by the Government or any of its Instrumentalities or Public Sector Organisation.

13.2 Representations and Warranties of 'Transport Commissionerate, GoTS.'

'Transport Commissionerate, GoTS.', represents and warrants to the 'Service Provider' that:

- i. He has full power and authority to appoint the 'Service Provider' for O&M.
- ii. He has taken all necessary action and approvals for execution, delivery and performance of this Agreement;
- iii. this Agreement constitutes its legal, valid and binding obligation enforceable against him in accordance with the terms hereof.

ARTICLE 14

MISCELLANEOUS

14.1 Non-Assignability

The 'Service Provider' shall not, save and except as otherwise and to the extent permitted in the Agreement, directly or indirectly transfer or assign or otherwise part with possession and control of the vehicles in whole or part of its interest and/or benefits or obligations under this Agreement or any part thereof to any person or party in any manner whatsoever.

14.2 Liability and Indemnity

(a) General Indemnity

- i. The 'Service Provider' will indemnify, defend and hold the 'Transport Commissionerate, GoTS.', harmless against any and all proceedings, actions and third party claims arising out of a breach by it of any of its obligations under this Agreement except to the extent that any such claim has arisen due to 'Transport Commissionerate, GoTS.', Event of default
- ii. The 'Transport Commissionerate, GoTS.', will, indemnify, defend and hold harmless the 'Service Provider' against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or its rights and/or arising of a breach by it of its any obligations this Agreement except to the extent that any such claim has arisen due to the 'Service Provider' Event of Default.

(b) Without limiting the generality of this Article, the 'Service Provider' shall fully indemnify, save harmless and defend 'Transport Commissionerate, GoTS.', including its officers and servants from and against any and all loss and damages arising out of or with respect to failure of the 'Service Provider' to comply with Applicable Laws and Applicable Permits, and

14.3 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Hyderabad, Telangana State, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

14.4 Waiver

(a) Waiver by either Party of any default or any rights under the Agreement by the other Party in the observance and performance of any provision of or obligations or under this Agreement

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement
- ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii. shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

14.5 Survival

Termination of this Agreement (a) shall not relieve either of the Parties of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

14.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or

modification hereto shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

14.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery under seal, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses hereinbefore set forth below:

If to the 'Transport Commissionerate, GoTS.',

Fax No.

If to the 'Service Provider'

Fax No.

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number. In case of (ii) a written notice shall also be sent by post or courier.

14.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

14.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. This Agreement is entered as between Principal-to Principal basis. Neither Party shall have any authority to bind the other in any manner whatsoever.

14.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings, which are in anyway relevant to this Agreement, shall be in writing and in English Language.

14.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law

or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

14.12 Counterparts

This Agreement shall be executed in two counterparts on non-judicial papers of Rs. 100/- each and registered if required under law at the cost and expense of the Second Party which when executed and delivered shall constitute an original of this Agreement

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered
For and on behalf of Second Party/
'Service Provider'

Signed, Sealed and Delivered
For and on behalf of the First Party/
'Transport Commissionerate, GoTS.'

Signature of Authorised Person
(Name)
(Designation)
(Seal)

Signature of Authroised Person
(Name)
(Designation)
(Seal)

Witnesses

In the presence of

1) Signature

Name

Address

2) Signature

Name

Address
