

Request for Proposal Document – Cab Transport Services for Mindtree Minds at Bangalore

DATE: December 8, 2012

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Confidentiality Acknowledgement

This document is the exclusive property of Mindtree Limited, a company incorporated under the laws of India, and having its registered office at Phase 1, Global Village, Mylasandra Post, Behind RV College, Bangalore 560 039 ("Mindtree"); the recipient agrees that they may not copy, transmit, use or disclose the confidential and proprietary information in this document by any means, or announce the release of this RFP without the expressed and written consent of Mindtree. By accepting a copy, the recipient agrees to adhere to these conditions to the confidentiality of Mindtree's practices and procedures; and to use these documents solely for responding to this Request For Proposal ("RFP").

Company Overview

Mindtree was founded on 18th August, 1999. The company was launched simultaneously in Bangalore, India and Warren, New Jersey in the US.

Mindtree is a global information technology solutions company with revenues of over USD 400 million. Our 11,000 experts engineer meaningful technology solutions to help businesses and societies flourish.

Mindtree's consulting-driven approach makes us a strategic partner to over 40 Fortune 500 enterprises. Our domain expertise, technical excellence and unique culture help businesses thrive and be future-ready. We enable our customers achieve competitive advantage through flexible and global delivery models, agile methodologies and expert frameworks.

Mindtree's ability to devise solutions is equally matched by our ability to execute. Our differentiation stems from a unique balance of human perspective with deep strategic thinking.

Our values - collaborative spirit, unrelenting dedication and expert thinking help us see possibilities where others see a full stop.

1. Introduction and Purpose

Your organization is invited to respond within the dates outlined in the schedule of activities (Section 6) with your proposal to provide Employee Transport Services to Mindtree Limited as outlined in the body of this document.

Our goal is to identify suppliers who demonstrate that their organizations are industry leaders capable of meeting the highest levels of service and quality.

Notwithstanding any other provision within this agreement, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in Mindtree's decision to award a contractual relationship. Any numbers that are provided from Mindtree during this process are to be used and interpreted solely as a guide and are intended to provide guidance to Mindtree's future or projected requirements but are not a guarantee, contract or commitment to any current or future volume or orders. Mindtree's policy is not to contract for volume commitments and no volume commitment should be inferred from this process or from any of Mindtree's documentation. Mindtree reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. Mindtree also reserves the right and its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

2. Scope and Objectives

2.1 Scope

Mindtree requires the services of an Employee Transport Services Company to operate throughout Bangalore district. The number stated in this RFP is an estimate of the routes. Mindtree shall finalize the exact routes while drawing up the agreement upon selection (“Services”). Mindtree expects that the selected organization will provide complete support within 30 days of awarding this bid.

2.2 Objectives

- Provide a cost effective, comfortable, safe and secure transport system to Mindtree Minds traveling to and from the office;
- Provide an efficient mechanism for managing Mindtree’s Employee Transport services and achieve productivity gains as stipulated in this RFP;
- Ensure on-time arrivals of Mindtree Minds to meet business objectives of our client/ customer;
- Establish a management system to ensure that the fleet is well kept and its statutory compliance fulfilled while utilizing the fleet to its optimal capacity;
- Mindtree is only a good employer facilitating quick movement and Mindtree must not to be construed as an Employer for time spent in the vehicles;

3. Mindtree’s Green Policy

1. As part of our Corporate Social Responsibility (CSR), Mindtree has embarked on the Green initiative. Our mission is to “Work closely with all our stakeholders to identify, implement and sustain eco-friendly initiatives to achieve a carbon-neutral footprint”.
2. Mindtree prefers that the Transport Service Provider must help achieve this objective. The Transport Service Provider must deploy products and services that are energy efficient, less polluting, environment friendly and have ecofriendly waste disposal mechanisms.

The Transport Service Provider must send Mindtree a note on how the products they use for providing their services help Mindtree meet the above objective. The Transport Service Provider must demonstrate carefully how they can consistently meet these fundamental objectives.

4. Definitions

For the purposes of this document, the following terms will be used:-

1. “Mindtree Mind(s)” is a term used to refer to employee(s) of Mindtree Limited.
2. Genie refers to an intranet workflow system at Mindtree where Mindtree Minds submit their transport requests and fulfilled.
3. **Bidder**: shall mean all participants in this RFP process for providing employee transport services.
4. **Transport Service Provider**: shall mean the Bidder (including its employees/consultants and sub-contractors) who will be awarded a contract hereunder or named in the Contract with Mindtree to furnish employee transport services from scheduled pick-up and drop points.
5. **Drivers** are employees of the Transport Service Provider who are appropriately licensed for the vehicle being driven and who are in full compliance with all legal, safety, courtesy, and professional standards;
6. **Mindtree Transport Team**: Mindtree’s internal team that decides route coordinators, routing of vehicles, reports and acts on any untoward incidents.
7. **Mindtree’s Authorized Transport Representative**: Mindtree’s designated employee chosen from among its local Administration team who is authorized to take decisions on routing, scheduling, invoicing, exception handling and other paraphernalia related to its transport fleet management
8. **Mindtree Transport Supervisor**: Mindtree’s designated Associate or Executive who will coordinate with the Transport Service Provider’s representative to ensure smooth operation of the

transport fleet. These supervisors will receive instructions from Mindtree's Authorized Transport Representative.

9. **Mindtree's Procurement Office:** Mindtree's designated procurement function which is responsible for floating this Request for Proposal and choosing the most reliable, cost-effective Transport Service Provider.
10. **Adhoc Cab services:** Apart from the regular cab services that are provided for a pre-defined set of users, Mindtree Minds can request for cab services against the following sample scenarios which includes without limitation –
 - a) Staying late at work
 - b) Arriving early to work
 - c) Visiting customer locations within Bangalore
 - d) Customers visiting Mindtree to its facilities at Bangalore
 - e) Attending family or medical emergencies – Done with the sole discretion of the Mindtree Transport Team representative
11. **Late Night cab or taxi services:** Scheduled services that start at regular half-hour intervals from 21:30 hours continuing until 7:00 hours.
12. **24/7 projects:** Mindtree Minds assigned to work on 24/7 projects are expected to work in regular shifts. Transport Services, for Mindtree Minds assigned to 24/7 projects, is provided 24/7 on shared basis and is meant only for official point-to-point transportation services from their residence to office and back again.
13. **Weekday:** A day of the week except Sunday or sometimes except Saturday and Sunday.
14. **Holidays:** A day designated as having special significance where individuals, a government, or a religious group have deemed that observation is warranted.
15. **Cab timings:** Mindtree operates cab services for 24/7 projects in two definite slots
 - a) Shift time starting 07:00 - 19:00 hrs: Point pick and drop
 - b) Shift time starting 19:00 hrs - 07:00 hrs: Residence pick and drop
16. **Missed Trip** shall mean an occurrence when the vehicle arrives more than 10 minutes but less than 15 minutes after the scheduled pick-up time and the Mindtree Mind does not appear or chooses not to take the trip;
17. **No-Show** shall mean a scheduled Mindtree Mind who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle;
18. **On-Time Pickup** for shuttle services shall mean a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 5 minutes after that time.
19. **Road Call** shall mean a mechanical failure of a shuttle vehicle in service that necessitates removing the vehicle from service until repairs are made;
20. **Service Delivery Failure** shall mean an occurrence when the vehicle does not arrive at the pick-up location within 10 minutes after the scheduled pick-up time regardless of whether the passenger is picked-up and transported or chooses not to take the trip;
21. **Vehicle Service Hour** shall mean any sixty minute increment of time a vehicle is available for transport within Mindtree's established hours of service. A vehicle is available for transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and Mindtree releases it from service, excluding any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident. If the first scheduled pick-up is a no-show, the vehicle arrival time shall still be used for computation of vehicle service hours; however, this rule shall not apply to late trip cancellations.
22. **Pick-up and drop points (also known as sites):** Pre-determined locations in the cities of Bangalore. A route comprises of multiple pick-up or drop points. A route is a path chosen by Mindtree's Transport Representatives to bring Mindtree Minds from chosen points in the city to its

campuses in the respective cities OR drop Mindtree Minds from their campuses in the respective cities to chosen points in the cities.

23. **Template kilometers:** The distance of traverse from Mindtree's campus to the center point of a locality, or a sector or an extension.
24. **Swing Kilometers:** The distance variances from the perimeter of a locality or a sector or an extension to its center point. This measure is applicable for cab services.
25. **Route Survey:** Mindtree in conjunction with the Transport Service Provider will conduct a route survey of all the available routes in the cities where Mindtree proposes to introduce mass transit facilities. This survey is necessitated to optimize the travel distance and ensure safe commute. The route survey must help ascertain the template and swing kilometers between Mindtree's campus and the chosen pick-up/drop points.
26. **Cab services for Lady Mindtree Minds:** The Transport Service Provider must insist to provide a security guard as escort when a lady employee(s) is picked-up and dropped between 19:00 hours and 7:00 hours. A log book must be maintained as evidence that the stipulations are being strictly adhered.
27. **Transport Management System:** A Transportation Management System (TMS) is a software system designed to manage transportation operations.
28. "Must", "mandatory" or "required" means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification during the final evaluation;
29. "RFP" means this request for proposal including any amendments, attachments, and/or clarifications pertaining to this RFP that may be issued prior to the closing date;

5. Minimum qualification criteria

1. The Transport Service Provider must be a sole proprietary concern, a partnership concern or a company. It should be registered with the Registrar of Firms/Registrar of Companies, wherever applicable;
2. The Transport Service Provider must be in existence for the last three years;
3. The Transport Service Provider should have executed similar assignments for Multi-National Companies (MNCs)/Large Private Sector Corporates and Business Process Outsourcing organizations (BPO);
4. The Transport Service Provider should be an income-tax assessee having filed its income-tax return for the last three assessment years, until AY 2010-11;
5. The Transport Service Provider shall be responsible for any claim arising out of the terms and conditions of the employment under the Payment of Wages Act, 1936 and Contract Labour (Abolition and Regulation) Act 1970, Motor Vehicles Act 1988 or any other law prevalent during the period of this contract;
6. In order to control the selection process and allow equal opportunity for each Transport Service Provider, all guidelines provided in the RFP must be followed without exception.

6. Tentative Implementation Timetable

Particulars	Start Date	End Date
Float tender in two well-known business newspapers	December 11, 2012	December 11, 2012
Issue RFP	December 11, 2012	December 14, 2012
Due Date for Proposals	December 21, 2012 (10:30 am)	December 21, 2012 (17:00 pm)
First Round of Negotiation	December 26, 2012	December 26, 2012
Second Round of Negotiation	January 3, 2013	January 3, 2013

Particulars	Start Date	End Date
Contract Award	January 15, 2013	January 15, 2013
Pilot Duration (Probation-Start)	January 24, 2013	
Pilot Evaluation (Probation-End)		March 24, 2013

7. General Terms and Conditions

This RFP is issued to elicit responses to Mindtree's requirements. No contract or other binding obligation on Mindtree will be implied unless and until a Master Service Agreement has been executed on the terms and conditions mutually acceptable to the parties. It is clarified that the issuance of this RFP does not impose any obligations on Mindtree to buy any services from the Transport Service Provider, or to enter into any binding legal relationship with any one or more Transport Service Providers. The following sections provide additional terms and conditions applicable when the successful Bidder is chosen to work with Mindtree on the terms and conditions as specified in this RFP.

The Transport Service Provider warrants that it will provide written confirmation about intent to work with Mindtree's competition within 15 days of the occurrence of such an event.

1. In the performance of this RFP the Transport Service Provider warrants to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.
2. The Transport Service Provider will be bound by the terms and conditions of the Master Service Agreement to be signed between Mindtree and the selected Transport Service Provider.
3. Mindtree shall be entitled to do any other acts or things that it deems fit in relation to this RFP.
4. The Transport Service Provider shall incur all costs in providing responses to this RFP.
5. The Transport Service Provider's employees/representatives shall follow and adhere to all procedures and processes as laid down by Mindtree.
6. The Transport Service Provider must route its vehicles in such a manner that the same cabs after a drop can either pick-up a Mindtree Mind and bring him/her to Mindtree's campus or choose to run a completely different duty for another organization.
7. Notwithstanding any degree of supervision exercised by Mindtree, the Transport Service Provider shall be an independent contractor in the performance of the services and shall not be deemed as an employee or agent of Mindtree for any purpose whatsoever. The employees/pre-approved subcontractors of the Transport Service Provider are not the employees of Mindtree and the Transport Service Provider will be responsible for payment of wages, compensation and benefits to its employees and subcontractors, and shall indemnify and hold Mindtree harmless for any claims from its employees/pre-approved subcontractors. The Transport Service Provider shall obtain and possess with it all required permits and licenses necessary to perform the Services and that the said Services will conform to all the applicable permits and licenses. It shall promptly notify Mindtree in writing in the event any of its permits or license is ceased, revoked or has expired.
8. The Transport Service Provider warrants that it shall conduct at its own cost, civil and criminal background investigations and drug/alcohol testing on its personnel, subcontractors ("collectively Security Checks").
9. The Transport Service Provider warrants that the Services are performed to the highest standards of professionalism and skill and otherwise in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by Mindtree for the performance of the services to the satisfaction of Mindtree.
10. For any breach of the Transport Service Provider's warranties and representations under this contract, the Transport Service Provider shall re-perform the services or at Mindtree's option replace the person performing services in a manner acceptable to Mindtree in addition to all the remedies available to Mindtree under law and equity.

11. The Transport Service Provider agrees that it will provide the ratio of vehicles owned against vehicles sub-contracted.
12. The Transport Service Provider agrees that in the event of a breach or threatened breach of the provision of the Contract, Mindtree shall be entitled to approach a court of competent jurisdiction being the courts in Bangalore for an injunction or such other immediate relief restraining such breach or threatened breach, or invoking specific performance, without having to prove actual damages or threatened irreparable harm. Such immediate relief that Mindtree may obtain shall be in addition to all the rights and remedies available to Mindtree at law or in equity. This provision shall survive the termination/expiration of this contract.
13. The Transport Service Provider undertakes to bind itself and its employee or representatives to a confidentiality agreement in a format acceptable to Mindtree restraining the Transport Service Provider and its employees from disclosing sensitive nature of work undertaken at Mindtree. The Transport Service Provider and its employees shall neither disclose Confidential Information to any third party, nor permit Confidential Information to be disclosed by its employees, without Mindtree's prior written consent. The Transport Service Provider acknowledges that Mindtree will disclose the personal information of its employees (with its employees written consent), and the Transport Service Provider guarantees to protect such personal information as per the terms of all applicable laws.
14. Notwithstanding anything stated anywhere in the contract document, the contract shall be obligated to maintain original accounting records of labor payments for a period of eight (8) years and such other records or books as may be mandated by law for such periods as specified in the relevant statutes. Mindtree will have the right to audit such records at the sole cost of Mindtree. However if there is a discrepancy in the billing beyond 5%, then the cost of audit shall be borne by the Transport Service Provider.
15. Mindtree will not pay any fines/penalty imposed by the respective local Traffic authorities, Pollution Board as applicable in the Motor Vehicles Act 1988. The Transport Service Provider must make good during such an eventuality;
16. Upon the termination of the Contract or earlier as requested by Mindtree, the Transport Service Provider will surrender all materials and other Confidential Information belonging provided by Mindtree to enable it to render the services effectively. The Transport Service Provider shall also return all the goods and other Confidential Information belonging to Mindtree.
17. In no event shall Mindtree be liable to the Transport Service Provider or to any third party for consequential, incidental, indirect, punitive or special damages, liabilities and losses of any kind whatsoever, whether in an action in contract or in tort, including negligence, or otherwise, arising from the purposes for which this Contract was entered into. Notwithstanding anything to the contrary, Mindtree's total liability under this Contract or arising out of this Contract shall not exceed the total fees paid by Mindtree to the Transport Service Provider in the preceding one month for the particular route under which the liability is claimed to arise.
18. The Transport Service Provider agrees to indemnify and hold Mindtree and its respective officers, directors, employees, agents and successors harmless against all claims, proceedings, losses, damages, liabilities and expenses (including attorneys' and experts' fees and expenses) arising from any act or omission of the Transport Service Provider or also arising from personal injury or death caused to Mindtree's employees or any third party while rendering services to Mindtree or any damage to Mindtree's property or third party property caused by the Transport Service Provider or its employee/representatives due to any act or inaction by the Transport Service Provider or due to the breach of the terms of this RFP/Agreement.. The CEO (or any other equivalent designation) of the Transport Service Provider will be subject to vicarious liability and shall be legally liable for any incident that is caused by the act or omission of its employees/consultants or sub-contractors. In addition for the purpose of this RFP/Agreement, the CEO or any other equivalent designation) of the Transport Service Provider shall be considered as the Officer in Default under Section 5 of the Companies Act, 1956 and shall file all required documents with the Registrar of Companies and shall assume all civil and criminal liabilities related to the acts and omissions of the Transport Service Provider. This is a material condition of entering into this RFP/Agreement.

8. Terms and Conditions for 24/7 operations

1. Mindtree does not insist on fixed cars with fixed drivers being available for duties.
2. All duties will be 24/7; 30 days in a month. However, Mindtree does not expect the Transport Service Provider to retain vehicles at its campus. There will be multiple log-ins and log-outs during the 24 hour cycle.
3. Mindtree will not retain any cab at its facility after completion of a trip/duty.
4. The Transport Service Provider will provide an alternate vehicle within 45 minutes in case of break down.
5. Mindtree and the Transport Service Provider will conduct a one time route survey (at the Transport Service Provider's cost) to arrive at Template kilometers between the perimeter of a locality or a sector or an extension and Mindtree's facilities in the respective cities.
 - a) Mindtree and the Transport Service Provider will pre-negotiate "swing" kilometers to determine distance variances from the perimeter of a locality or a sector or an extension to its center point. This is meant to compensate any additional distances traversed due to the proximity of the pick-up and drop point from the perimeter of a locality.
 - b) However, we expect the Transport Service Provider to provide electronic odometers in the vehicles to measure the distance traversed real-time. The output of these odometers will be used to generate automated trip sheets for billing. Mindtree will compare the pre-determined template distances and swing kilometers with the actual readings from the Odometer. Mindtree will pay against the minimum readings obtained from the two methods.
6. The Transport Service Provider will route its vehicles from the closest point of request when a request is initiated and complete its duty.
7. Mindtree will provide two hours notice before a scheduled trip OR provide advance rosters needed to complete a trip or duty.

9. Format of Response

1. One electronic copy and one CD/DVD containing your response document:
 - a) PAN number and PAN ID card copy
 - b) VAT, CST Numbers and Service Tax registration copies
 - c) Copies of Permit and relevant documentation needed to operate Private Service Vehicles in your city
 - d) Certificate of Incorporation (equivalent if you a proprietary or partnership concern)
 - e) Audited three year balance sheets (2008-09, 09-10, 10-11)
 - f) One passport size photograph of each Director with their local contact numbers and addresses
 - g) One cancelled cheque with the authorized signatory's signature
 - h) Three industry references with contact numbers
 - i) Quote on your official letterhead. The letterhead must have a landline number, VAT, CST and PAN numbers mentioned.
 - j) Name of key contacts for this submission and their contact numbers
 - k) Three business references and their contact numbers
2. A cover letter (on company letterhead) from an authorized signatory of your company or business. Authorized signatories must have the authority to bind the contents of the proposal.
3. An executive summary that focuses on the key differentiators and special or creative offers you have made in the RFP.
4. A response to each item in the RFP. In general, we request brief but accurate responses.
5. It is important that you provide the best, final offers (to remain competitive) during the RFP stage.

6. After reviewing and evaluating all proposals, we will invite selected finalists to meet with us and engage in further negotiations.
7. Please pose any direct questions concerning this RFP to Dattatreya M S (dattatreya_ms@Mindtree.com) before **December 20, 2012**. We will appreciate your attempts to review the entire RFP, accumulate your questions, seek data and contact as few times as possible.
8. If Bidders make assumptions about the meaning or accuracy of information contained herein, they should state the assumptions in their proposal. In this manner, Mindtree can be sure that the Transport Service Provider's proposal will address the RFP objectives and desired scenario. If Bidders do not ask questions or clarify any assumptions, Mindtree will assume that they agree with and understand these requirements.

10. Submissions

The Bidder must clearly reference submissions and must appropriately sequence them in the order below. Your submission must address each question as stated below:

1. Describe how you can assist Mindtree to achieve its key goals and objectives and why Mindtree should use your Services. Elaborate on your vision for management of transport services to Mindtree providing details on benchmarking, relationship management, etc.,
2. Describe your proposed organization structure for the contract and explain the working of the proposed structure and escalation mechanism. List down names and their proposed position within your organization for delivery of services to Mindtree (both on site and off site resources should be included).
3. Describe how you achieve continuous improvement while providing your services. Also address how your company currently assesses business unit satisfaction.
4. Describe cases where your company has been successful in providing continuous cost improvement to other clients in the past.
5. Provide details of the performance metrics you will provide Mindtree on a regular basis for the management of this contract.
6. Explain your procurement procedures for obtaining drivers, maintenance team, spare parts and vehicle service vendors/ OEM suppliers etc.
7. Elaborate your experience in managing critical environments for other similar facilities. Provide a summary of clients and critical environment managed. Provide details and experience of resources that will be responsible for managing such an environment.
8. Please specify the application software and reporting capabilities of systems you propose to adopt to meet Mindtree's requirements. Please indicate whether the systems identified are proprietary and provide a break-up of any costs related to provisioning and implementing such systems.
9. Please include an exhaustive list of pricing models that will aid cost efficiency without compromising comfort and safety.
10. Provide a transition plan and describe your implementation plan. Identify key risks you see during transition and how you propose to mitigate them. Also, provide details of the transition team with details of prior transition experience at other locations within India.
11. Mention other value added services or key differentiators you will provide as part of your service delivery plan.
12. Attach copies of your sample monthly management report and related analysis you will provide to Mindtree.
13. Please outline any existing relationships that you have with shareholders of the Mindtree, including the length and scope of any such relationship.
14. **Environmental Responsibility:** Briefly describe your environmental program. Identify aspects of the proposal which can be designated as being environmentally sensitive. State if you support or are a member in any local, national or international conservation program or if you are ISO14001 certified. Please include your company's statement on Corporate Social Responsibility.

10.1 Pricing for cab services

Please provide tariff against Non-air conditioned cabs.

1. Indicate if you have lady drivers on your fleet.
2. **Extra Kilometers:** Mindtree shall organize a route survey of all the routes where the vehicles are to be operated. Pre-determined “swing” kilometers shall be added to the route distance, so arrived at, to compensate the distance between the Transport Service Provider’s shed and the first pickup point/last drop point. Additional “swing” kilometers shall be calculated on a monthly basis on each of the vehicles and the swing kilometers shall be paid if the total distance run exceeds the minimum committed distances.

10.1.1 Non-Air conditioned cabs

	Per trip (non-ac)	Per trip (non-ac)	Package Km
Type	one-way	Both pick-up/drop	(non-ac)
Tata Indica			
Tata Winger			
Tata Sumo/Qualis			

10.1.2 Some Definitions

- One way means one pick up or one drop
- Two way means both pick-up and drop OR drop and pick-up
- Average Usage (to and fro) is 42 kms
- Package kilometre: Bangalore: 600,000.00 kms (inclusive of MindTree Mysore Road campus (apprx 4.00 lakhs) and Whitefield (apprx 2.00 lakhs))

We request you to tabulate the details you will specify in Section 10.1.1 using the following format.

Vendor	XXXX	XXXX
Type	Adhoc	Roster (24/7)
No Of vehicles		
Vehicle Type		
Sites		
Days		
Vehicle Age		
GPS		
RFID Readers		
Odometer		
Automatic tripsheets		
Any capped kms/month		
Any capped Garage Kms/mon		
Commercials (Specify per km or per trip)		
Tollgate and parking Fees		
Supervisors posted at site		
Minimum Approved Kms (applies if you are quoting on a per trip basis)		
Billing Model (Specify if one-way or two way or point-to-point)		
Remarks (Mention if you have any special billing conditions)		
Minimum Contract Period		

10.2 Fuel Increase/Decrease

In the event the prices of fuel increases/decreases by 8% per liter, from the base price, the contract price for the vehicles shall be increased/decreased during the subsequent month or quarter by using the following formula:

$$\frac{\text{Contracted Kms}}{\text{Mileage } \left(\frac{\text{kms}}{\text{liter}}\right)} * \left(\text{New Price } \left(\frac{\text{Rs}}{\text{liter}}\right) - \text{Old Price } \left(\frac{\text{Rs}}{\text{liter}}\right) \right)$$

10.3 Route Scheduling

1. Mindtree will periodically review scheduling on its routes based on the actual number of registered users on each route. Data from its internal Mindtree Transport System portal will be used to ascertain optimal scheduling.
2. The Transport Service Provider's effectiveness will be measured on the tools it will use to optimize and aggregate its existing routes thereby bringing in cost benefits. Please include in this proposal tools to locate your vehicles automatically (Automatic Vehicle Locator), indicate Vehicle utilization index; Manage Fuel; dispatch routes; Plan and Schedule
3. Mindtree will provide a copy of its Transportation policy to the chosen Transport Service Provider. The Transport Service Provider must strictly adhere to the provisions of this policy and disallow its employees changing their routes frequently.

10.4 Productivity Gains

Commencing on the first anniversary of the effective date of this Agreement, the Transport Service Provider will, during the one (1) month following the relevant anniversary, for each year of the term identify areas for development or improvement of the Services and for new services, facilities or features and shall present the results and conclusions of each such annual review. This annual review shall include a review of the market place to identify ways in which the Services can exploit falling costs or improvements. The Transport Service Provider may provide a reasonable number of quotations free of charge to Mindtree for the cost of any such new services it proposes to offer, facilities or features to meet the requirements of Mindtree.

Mindtree expects the Transport Service Provider to provide productivity benefits in the form of cost savings. The Transport Service Provider agrees to achieve productivity gains of 10% per year with related cost savings for a contract term of 3 years or more. For contract term of 2 years, the Transport Service Provider agrees to achieve productivity gains of 8% per year with related cost savings. For contract term of 1 year or lower, the Transport Service Provider agrees to achieve productivity gains of 5% per year with related cost savings. The details of the respective productivity improvement plan and targets are to be detailed in the Agreement to be executed between Mindtree and the chosen Bidder.

10.5 Most favored pricing

The Transport Service Provider warrants that the prices, payment terms, asset/vehicles, people/staff, quality/output of Service and other terms and conditions covered under this Agreement are not less favorable than the prices, payment terms and conditions accorded to its other clients.

In the event that the Transport Service Provider charges prices to a "New Customer" which are, in the aggregate, more favorable to the New Customer as compared to the prices charged to Mindtree, then the Transport Service Provider, shall after due consultations between the managements of Mindtree

and Transport Service Provider, offer Mindtree prospectively the new prices that are in effect in relation to the New Customer for the remainder of the Term.

The term “New Customer” means a new customer of the Transport Service Provider who is provided similar services.

11. Specifications for Vehicles

Mindtree expects the Transport Service Provider to provide vehicles with the following features:

1. Good suspension
2. Geo Positioning Systems with ability to send Short Messages to commuters
3. RFID / HID card readers
4. Auto router
5. TMS – Transport management systems*

***Note:** Mindtree will provide sample customized report formats to the Transport Service Provider. The Transport Service Provider must ensure that the Transport Management System is configured to provide customized Billing, Validation and Swipe reports.

12. Operation Guidelines

The Transport Service Provider warrants that:

1. The Transport Service Provider will ply Road Transport Office (RTO/MV) approved, commercially registered vehicles;
2. The Transport Service Provider will exclusively dedicate vehicles chosen, inspected and approved for Mindtree operations;
3. The Transport Service Provider will provide a list of vehicles and drivers (including replacements) to be used on the 25th day of every month;
4. The Transport Service Provider must not replace any chosen vehicle and driver without prior intimation to, and the written consent of, Mindtree. This is a mandatory condition and applies to all vehicles used regularly;
5. The Transport Service Provider will depute one Supervisor for the entire duration of operation during the day. Supervisors will supervise delivery of services and co-ordinate with Mindtree's authorized representative, on a daily basis, for smooth functioning of its transport services. Mindtree's Transport representative will periodically communicate the actual number of vehicles required for the fulfillment of operations;
6. The Transport Service Provider will maintain a daily attendance register at Mindtree's premises and the drivers will sign-in mentioning their log-in time.
7. The Transport Service Provider must provide a full-fledged HelpDesk facility at Mindtree's campus. The HelpDesk staff must be adequately trained in transport management techniques.
8. The Transport Service Provider's staff must familiarize with Mindtree's Transport Policy, and penalty clauses. Mindtree will provide the relevant extracts of its policy and applicable penalty clauses.
9. The Transport Service Provider must engage drivers and supervisors/helpers with a proven performance track record and with no criminal record. The drivers/supervisors must ensure proper behavior and maintain appropriate dress standards. Mindtree will have the unquestionable right to request the Transport Service Provider to replace any staff whose performance, in its opinion, is found unsatisfactory, especially while performing duties for Mindtree at Mindtree's premises.
10. The Transport Service Provider must follow the NASSCOM guidelines and other legal requirements for security of lady Mindtree Minds travelling in company provided cabs or taxis. Mindtree shall provide a copy of the guidelines as reference.

11. The Service Provider must have a portable and quick alcohol breath test available at the premises. The Service Provider's supervisor must use this to complete a sobriety test on all its drivers before allowing them to ply with Mindtree Minds;
12. The Transport Service Provider shall ensure that all his/her drivers have a valid RTO license to drive commercial vehicles. They must possess adequate written and verbal skills to work with the Transport Team and Mindtree' Minds. Drivers must be physically able and certified as medically fit. They must be courteous with a service oriented attitude, have minimum three (03) years driving experience, must not use tobacco, drugs or smoke while driving, must not be under the influence of liquor, or any banned substance/drug at any time during duty, nor allow any passenger to do the same;
13. The Transport Service Provider must represent, warrant and covenant that their Services are performed in a timely and an efficient manner with time being the essence. The services must be consistent with the highest industry standards in accordance with all relevant laws and regulations;
14. The Transport Service Provider must at all times possess and comply with all licenses, permits and authorizations required under such laws, regulations or other governmental or official approvals required for the provision of the Services;
15. The Transport Service Provider must assign one key Account Manager to ensure that transport services are provided as per Contract;
16. The Transport Service Provider's staff must maintain all schedules/reports to meet Mindtree's compliance standards and requirements;
17. Mindtree shall provide duty log sheets to the Transport Service Provider for each vehicle. The Transport Service Provider must ensure that Mindtree Minds sign these log sheets after using the vehicle, with specific mention of the time of pick up/drop and kilometer readings. Mindtree may replace the log sheets with an automated system and provide the Service Provider access to such systems;
18. The Transport Service Provider will have appropriate communication systems/methods to coordinate among its supervisors, drivers and the Mindtree Transportation Team; The Transport Service Provider shall ensure that all drivers possess mobile phones, and the mobile numbers are notified to the Mindtree Transportation Team.
19. Drivers shall not pick up any non-Mindtree Mind and/or any unauthorized passenger while performing duties for Mindtree;
20. The Transport Service Provider must not deploy drivers beyond stipulated working hours;
21. The Transport Service Provider shall carry out its obligations promptly, efficiently and with reasonable standards of care, skill and diligence and shall ensure that its employees, representatives and all sub-contractors observe all operational, health, safety and security rules and procedures applicable at all locations they visit at Mindtree's premises or at the Bidder's premises;
22. The Transport Service Provider must provide valid documentation like a driver's license and training records at the time of joining. Drivers must complete their training within 90 day of induction;
23. The Transport Service Provider must file driver verification documents at local police station for verification purposes, and retain an acknowledgement receipt for record;
24. The Transport Service Provider must conduct preventive maintenance of their fleet vehicles which assures road worthiness of the deployed vehicles and continued safety;
25. The Transport Service Provider must make available a process to track employee safety, driver performance, and driver behavior;
26. The Transport Service Provider shall provide and thereafter maintain all appropriate workmen's compensation, Employee State Insurance (ESI), Provident Fund (PF) and liability insurance to cover its employees and any claims for death, bodily injury or damage to property arising from the execution of the contract;
27. The Transport Service Provider is liable to pay and discharge any miscellaneous liabilities arising out of the use of any of the Private Service Vehicle Buses (PSVP Buses), including compensation

- payable under the Motor Vehicles Act, Workmen's Compensation Act or any other similar statute, rule or regulation;
28. The selected Bidder will be required to furnish a security deposit by way of a Bank Guarantee for the 5 % of contract value for the period of contract;
 29. The Transport Service Provider shall without the written consent of Mindtree neither take any steps to change the ownership or management control nor shall assign the Contract without the written consent of Mindtree;
 30. If the Transport Service Provider has sub-contracted its operations, it shall do so only with the prior written consent of Mindtree and will continue to be liable to Mindtree for all acts and/or omissions of the Sub-Contractor and/or timely delivery of the Services. It must also agree to provide the sub-contractor details to Mindtree on a periodic basis;
 31. The Transport Service Provider should not sub contract more than 50% of its fleet vehicles;
 32. The Transport Service Provider must mobilize a replacement vehicle in case of an accident, crime, emergency or breakdown on a best effort basis (within 15 minutes) since the time an incident is reported;
 33. All vehicles must be covered under an unlimited comprehensive general liability insurance which includes the vehicle, driver, and passengers travelling in the vehicles with combined single limit per occurrence for bodily injury, personal injury, and property damage. The coverage amount will be specified during contract sign-off contract with the successful Bidder;
 - a) Comprehensive general liability insurance policies shall name Mindtree Limited, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Mindtree, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the successful Bidder's policies herein;
 - b) Commercial automobile liability insurance;
 - c) Worker's compensation insurance as required by law;
 - d) This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Mindtree. The successful Bidder shall provide certification of said insurance to Mindtree within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Mindtree's satisfaction, that such insurance coverage have been obtained and are in full force; that Mindtree, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Mindtree, its officers, agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Mindtree, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the successful Bidder's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Mindtree;
 - e) The Transport Service Provider shall furnish to Mindtree relevant certificates of insurance evidencing such coverage;
 - f) In the event the successful proposer fails to keep in effect at all times insurance coverage as herein provided, Mindtree may, in addition to other remedies it may have, immediately suspend or terminate the contract upon the occurrence of such an event.

13. Service Fulfillment

1. Provide cab or taxi services for regular pick-up and drop of Mindtree Minds working on 24/7 projects. Such services must be provided only for addresses that are provided in the shift roster. Mindtree's Transportation team will provide updated shift rosters on a weekly basis to the chosen Transport Service Provider;

2. Provide cab or taxi services for adhoc pick-up and drop of Mindtree Minds according to the definition provided in section 4 of this RFP;
3. Strictly adhere to the route plan. Deviations from the pre-defined plans are NOT allowed. However, Mindtree Transportation team may request for deviations on the pre-defined routes through mutual negotiations;
4. Mindtree will identify a single Transport Service Provider or multiple Transport Service Providers. In a multi-Transport Service Provider scenario, Mindtree shall decide the business sharing pattern;
5. The chosen Bidder must agree to sign a Master Services Agreement as per Mindtree's prescribed format duly vetted by its Legal team.
6. On expiry/ prior termination of the contract, the existing partner will ensure smooth and seamless transition at Mindtree. All records/ goods and services entrusted to the existing Transport Service Provider will be handed over to Mindtree's Authorized Representative with adequate care and proper records.

14. Service Level Agreements

The service provider will be measured qualitatively and quantitatively through the usage of Service Level Agreements (SLAs), Key Performance Indicators (KPIs). These SLAs and KPIs will be agreed during the contract negotiation process. In the event the Transport Service Provider defaults on the SLAs and KPIs, it shall be liable to pay penalties, damages and Mindtree shall have the right to terminate the Agreement.

14.1 Penalties if daily operations are not met

Billing loss equivalent to one (1) day billing deduction for every 3 delays per vehicle

DAILY VEHICLE OPERATION	Responsibility	Special Qualitative Remarks
Reporting time at Pick Up Points	Vendor	Delay of more than 15 minutes
Pick up points En-route		Not stopping at the designated point
Arrival at Last Destination in Office		Delay of more than 30 minutes
Occupancy Data	Vendor	
Breakdowns and Replacement vehicle	Vendor	Breakdown due to lack of routine maintenance
Easy Accessibility to Drivers and Supervisors	Vendor	
Checking of Boarding Passes		

14.2 Penalties if the vehicles are unclean

A total of 5 incidents in the month reported about the condition of any vehicle - Billing loss equivalent to one (1) day billing deduction per vehicle.

Maintenance and Cleanliness	Responsibility	Special Qualitative Remarks
Cleanliness of the vehicles	Vendor	Clean floor, dust-free seat, grime-free windows
Mechanical condition of the vehicle	Vendor	
Condition of Tyres/Tyre pressure	Vendor	
Leakages	Vendor	One (1) day deduction if leakages cause inconvenience to Mindtree Minds

Smooth Window openings/ Rattling noises	Vendor	Glass panes don't slide easily, rattling noises
Condition of seats / Upholstery	Vendor	Torn, frayed or dirty fabrics, hard seats
Working of internal and external lights & indicators	Vendor	
Working of horn	Vendor	
Availability of stepney & tool kit, spare bulbs, first-aid box, fire extinguishers etc	Vendor	
Availability of adequate fuel	Vendor	One (1) day deduction if delays due to fuel not available

14.3 Penalties if drivers misbehave

A total of 3 incidents in the month reported about a specific driver's attitude. Penalties will be imposed in the form of billing deductions equivalent to one (1) day per vehicle.

BEHAVIOUR OF DRIVERS	Responsibility
Courteous behavior with Mindtree Minds	Vendor
Familiarity of routes, pick up points, drop points	Vendor
Back up in case of absenteeism	Vendor
Uniform, Clean Dress	Vendor
Clarity in his role	Vendor
Use of abusive language, intoxication	Vendor
Display of ID Badge of Driver	Vendor

14.4 Penalties if documentation and statutory compliances are not met

All incidents indicated as Major will attract immediate termination of services.

More than 2 incidents marked as Minor during a month will result in a billing loss equivalent to one (1) day. Continuous non-compliance over a period of 2 months will mean disqualification.

SI No	DOCUMENTATION/STATUTORY COMPLIANCES	Responsibility	Type
1	Registration papers in the vehicle	Vendor	Major
2	Documentation of the Vehicle Chassis	Vendor	Major
2	Tax Papers in the vehicle	Vendor	Intermediate
3	Driving licenses - original and copies	Vendor	Major
4	Proof of payment to Drivers	Vendor	Minor
5	Comprehensive Insurance	Vendor	Major
5	Third party liability in case of accidents / death	Vendor	Major

14.5 Other Standard SLAs

S.No	Service Level	Service Credit (Non-adherence of Services Levels)
1	Registration of vehicles in the name of OWNER (In the ratio of 50%)	Any deviation from the agreed ratio would amount to Rs. 5,000 per vehicle
2	Private Vehicles	Zero Km for whole day
4	Vintage of Vehicle	2009 & Above

S.No	Service Level	Service Credit (Non-adherence of Services Levels)		
5	Submission of Log sheet - within 24 hrs	In case of delay beyond 72 hours, special approval to be taken from Transport head with reasons mentioned there-in for such delay.		
8	Back Up Vehicle - To be provided within 15 minutes	In case of default the transporter must reimburse taxi charges claimed by the employee		
9	Violating Mindtree's standard code of conduct	Rs 200.00 per instance		
		1st Offence(Rs.)	2nd Offence(Rs.)	3rd Offence(Rs.)
10	Fire Extinguisher missing	100.00	200.00	500.00
11	First Aid Box missing	100.00	200.00	500.00
12	Tool Kit missing	100.00	200.00	500.00
13	Wireless missing/not working	200.00	400.00	1000.00
14	Stepney missing	200.00	400.00	1000.00
15	Vehicle Missing from fleet without information	500.00	Vehicle Terminated from the total fleet	
16	Blank trip sheets attached to the invoice	200.00	Driver Terminated from the total fleet	
17	Driver without License	500.00	Driver Terminated	
18	Vehicle without proper document	200.00	500.00	1000.00
19	Driver without Uniform	100.00	200.00	300.00
20	Vehicle delayed beyond 10 minutes at 1st pick up	200.00	400.00	1000.00
21	Temporary Registration beyond 15 days	500.00	Vehicle Terminated	
22	Misbehavior with staff	1000.00	Driver Terminated	
23	Pickup missed	200.00	500.00	Driver Terminated
24	Vehicle not clean	100.00	200.00	500.00
25	Re-fuelling while pickup/ drop	250.00	500.00	1000.00
26	Meter Tampering and Meter not working	1000.00	vehicle & driver terminated from total fleet	
27	Driver found drunken	500.00	Driver terminated	
28	Traffic violation	100.00	200.00	300.00
29	A/C not working (if air conditioned vehicle)	500.00	1000.00	2000.00
30	Over speeding	200.00	500.00	1000.00 plus driver terminated
31	Driver found sleepy	2000.00	One vehicle terminated permanently	Termination of the Transporter

15. Data Collection and Reporting

1. The Transport Service Provider shall maintain a daily office log containing vehicle breakdowns, road calls, missed trips (detailing the cause), complaints (with any necessary attached forms that

- include a description of the problem, and how the problem or complaint was solved), and any compliments received;
2. The Transport Service Provider shall maintain daily trip sheets showing the point of pick-up and drop-off for each passenger, number of passengers, total mileage for each trip (in tenths of kilometers), actual time of pick-up and drop-off for each trip, and the scheduled time of each pick-up and drop-off. The Transport Service Provider should also identify arrivals more than five (5) minutes past scheduled time.
 3. Mindtree reserves the right to access and audit any and all records associated with the services provided in accordance with this agreement. Additionally, Mindtree reserves the right to conduct on-site inspections both on individual vehicle(s) and at the dispatch location.
 4. Monthly Summary Reports shall be submitted by the Transport Service Provider prior to the 25th of the following month. Utilizing the Daily Trip Records and other relevant data sources, the Transport Service Provider shall compile Monthly Summary Reports. Such reports submitted to Mindtree must also include a report on penalties imposed during the month.
 5. Daily Trip Sheets used by the Service Provider to tally the Monthly summary Reports shall be submitted to Mindtree along with the Monthly Summary Reports. All such information given to Mindtree shall be certified by the Transport Service Provider as being accurate.
 6. The Transport Service Provider shall submit a brief, concise Monthly Management Report on the operational status of the system, identifying customer input and outlining any problems along with suggested solutions and will identify any issues that is affecting trip scheduling/dispatching. The Transport Service shall submit such a report along with the Monthly Summary Report prior to the 25th of the following month.

16. Communications/Contacts

Any changes to this RFP based either on internal changes to business needs or in response to questions from the Transport Service Provider will be sent to all Transport Service Providers in writing by email. Please designate one primary representative / contact for your company, and provide his/her name, address, title, telephone number, e-mail address, and fax number.

The Mindtree's designated contact person is

Dattatreya M S
Program Director – Procurement and Operations
Phone: +91-80-67064781 / +91 - 9845734373
E-mail: dattatreya_ms@Mindtree.com

17. Proposal evaluation

17.1 Evaluation Process

1. Upon receipt of the Transport Service Provider responses, Mindtree will review and evaluate all proposals. Mindtree may request clarification from the Transport Service Providers if there are questions concerning the submitted proposals.
2. Mindtree reserves the right to utilize external advisors for whatever purposes as it deems fit at all points throughout the process.
3. Mindtree's primary contact noted in Section 14.5, will accept the Transport Service Provider's proposals up to the established date and time for proposal submission as defined in Section 6.
4. The Mindtree contact will review each proposal submission for completeness of content and adherence to the requirements of this RFP. Accepted proposals will then be routed to the Mindtree evaluation team for review.
5. The evaluation team will review each proposal individually against a set of pre-established criteria. This initial review will determine the degree to which the Transport Service Provider understands Mindtree's business objectives and the requirements for transport management as well as the Transport Service Provider's ability to provide the scope of required services as

detailed in the RFP. Proposals that satisfy the requirements of the initial review will then progress to the next step in the evaluation process.

6. The next step in the evaluation process will be a comparative cost analysis of RFP responses, and decision if formal presentations are required.
7. The evaluation team will then decide, notify the participants of their selection, and schedule a date to begin the engagement process
8. The Mindtree evaluation team will ensure that the evaluation process is fair and unbiased. However, specific evaluation criteria will remain confidential and internal to Mindtree.

17.2 Evaluation Criteria

Mindtree's evaluation criteria will focus on specific areas. These areas include but are not limited to the following key criteria:

1. The ability to best meet Mindtree's objectives specified in Section 2.2 and the total cost of services
2. Documented success with existing customers including Mindtree
3. Prior experience in corporate transport services
4. Overall clarity and quality of RFP response
5. Financial Stability as demonstrated by the "Financial Statement
6. Industrial Safety Record.
7. Evaluation of Preventative Maintenance Program (Vehicle and Equipment)
8. Qualifications of key personnel
9. Geographic scope / ability to service Mindtree India's operations
10. Strength and quality of staff assigned to handle Mindtree Transport System
11. Staff Selection, training and supervision
12. Staff Recruitment/Retention Program, including compensation, fringe benefits
13. The overall proposal will be weighted on our value formula:

Value = Price * Quality * Service * Timeliness * Flexibility. As part of this formula competitive pricing is a significant part of the equation. Mindtree gives significant weightage to the competitiveness of your proposal.

17.3 Late Proposal

Proposals must be submitted by **December 21, 2012** by 1700 hours. It is solely the responsibility of each Transport Service Provider to ensure that its proposal is delivered at the proper time and to the specified person. Proposals which, for any reason, are not delivered will not be considered at Mindtree's sole discretion. Late proposals may not be accepted and may be returned to the Transport Service Provider unopened.

17.4 Confidentiality

1. The details of this RFP and the proposed project are confidential. All information received by the Transport Service Provider, its agents, subcontractors, minds, partners and affiliates in connection with this RFP is confidential information of Mindtree. The Transport Service Provider may not use, disclose, or duplicate this RFP for any purpose other than preparing a proposal as requested in this RFP without obtaining Mindtree's prior written consent. Mindtree's financial, technical volumetric data and other data is the valuable, proprietary information of Mindtree. The Transport Service Provider shall keep Mindtree's data confidential and prevent its disclosure to any other party. Further, the Transport Service Provider shall restrict the disclosure of this RFP and Mindtree information/data to those of its employees who have a strict need to know the same for the purposes of preparation of a proposal for Mindtree and who are subject to a written agreement with the Transport Service Provider. When a Transport Service Provider is selected, a

non-disclosure agreement will be signed, at which time the terms and conditions of the Mindtree Non-disclosure Agreement executed by the Transport Service Provider shall take precedence over the terms of this paragraph. Unless the Transport Service Provider has Mindtree's prior written permission, it will not: (1) associate the Transport Service Provider's products or services with Mindtree or Mindtree's operations; and (2) represent to anyone that Mindtree has employed or endorsed the Transport Service Provider's products or services.

2. The Transport Service Provider will not issue any public statements or otherwise disclose any information concerning this RFP, the process, or its participation in the process without prior written approval of Mindtree Limited.
3. The confidentiality obligations detailed above shall survive any termination or expiration of this RFP.

17.5 Reasons for disqualification

1. Mindtree reserves the right to verify all information provided by a Transport Service Provider through direct/indirect contact with the Transport Service Provider's prior or current clients and personnel. The Bidders must agree to provide and release necessary authorizations for Mindtree to verify any of the Transport Service Provider previous work. Mindtree reserves the right to verify all information provided by the Transport Service Provider through indirect contacts as well, as it deems fit in its sole discretion. Misstatements of experience and scope of prior work may be grounds for disqualification of the Transport Service Provider.
2. The Transport Service Provider shall not engage in any manner or in any practices with any other Transport Service Provider(s), which may restrict or eliminate competition or otherwise restrain trade. This provision does not preclude communications and negotiations with prospective subcontractors.
3. Mindtree is committed to the proposal process that maintains the highest level of integrity concerning business performance related to this RFP process. As such, agencies, consultants, their agents, liaisons, advocates, representatives or others promoting their position are prohibited from contacting anyone at Mindtree except the Designated Mindtree Contact identified in section 14.5. Contact with any Mindtree participants and/or those individuals having influence on the participants of the decision-making process, whether that notice is oral or written, formal or informal, outside of this process is strictly prohibited. Any attempt to influence the outcome of the evaluation outside of the process described herein will be automatic grounds for disqualification of the Transport Service Provider's proposal.

17.6 Use of the Mindtree brand

Bidders are not allowed to use Mindtree's name or brand in any of their proposals, marketing materials, or other documents to be shared outside of the Transport Service Provider without the express, written permission of Mindtree.

17.7 Safe Harbor

This RFP shall not be construed in any manner to create an obligation on the part of Mindtree to enter into any contract, or to serve as a basis for any claim whatsoever for reimbursement of costs for efforts expended. Further, the scope of this RFP may be revised at the option of Mindtree at any time, or this RFP may be withdrawn or cancelled by Mindtree at any time. Mindtree shall not be obligated by any responses received by Mindtree or by any statements or representations, whether oral or written, that may be made by Mindtree and Mindtree reserves the unqualified right to reject any or all proposals submitted for any reason whatsoever. Mindtree shall be held free from any liability resulting from the use or implied use of the information submitted in any response to this RFP.

Submission of a response shall constitute the Transport Service Provider's acknowledgement of this notice and the Transport Service Provider's acceptance of the RFP Terms and Conditions

18. Mindtree's Rights

Mindtree may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the work described in this RFP.

Mindtree reserves the right to:

1. Reject any or all of the proposals if it deems such action is in the public interest;
2. Issue subsequent Requests for Proposals;
3. Cancel the entire Request for Proposal;
4. Remedy technical errors in the Request for Proposals process;
5. Appoint an evaluation committee to review the proposals;
6. Seek the assistance of outside technical experts in proposal evaluation;
7. Approve or disapprove the use of particular subcontractors;
8. Establish a short list of Bidders eligible for interviews after review of written proposals;
9. Negotiate with some, all, or none of the respondents to the RFP;
10. Solicit best and final offers from all or some of the Bidders;
11. Award a contract to one or more Bidder;
12. Accept an offer other than the lowest price offer; and
13. Waive informalities and irregularities in proposals and the bid process;

This RFP does not commit Mindtree to enter into a contract, nor does it obligate Mindtree to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

A Annexure A: Location Details

Mindtree and its affiliate's location's address details are mentioned below

Bangalore – Mysore Road

For Phase1 /Phase2 / Phase3 buildings:
"Mindtree Ltd.,"
Global Village, RVCE Post, Mysore Road,
Bangalore – 560059

Bangalore – Whitefield

Plot No. 150, EPIP Second Phase,
KIADB Industrial Area,
Hoody Village, Whitefield,
Bengaluru – 560066