



سجدة الطررق والقوات النقل  
ROADS & TRANSPORT AUTHORITY



**Public Transport Agency  
Road and Transport Authority, Dubai  
Taxi Operator Service Agreement**

April 2008

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**1 PREAMBLE**

The Roads and transport Authority (RTA) is responsible for providing and maintaining world-class public transport infrastructure and services to Dubai. The Public Transport Agency, has been granted the right/ authority to appoint or establish one or more company by the Roads and Transport Authority, Dubai to operate a fleet of public taxi vehicles in accordance with the terms and standards set out in the franchise agreement.

Public Transport Agency has recently decided to work towards an agreement to provide a fairer, transparent and open approach to managing the taxi operations and the franchiser–franchisee relationship in particular. As a first step, this agreement has been created, and now referred to as the “Taxi Operator Service Agreement”, which should efficiently deliver and monitor the quality of the taxi services to the public at large. An independent process was adopted to arrive at this agreement which involved participation from various stakeholders through meetings and workshops to discuss the need and benefits of this agreement.

The key benefits of this agreement are as follows:

- Define the responsibilities and level of service expected from the franchise operations for various aspects of the taxi operations.
- Trigger a process that attracts PTA and Operator management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Helps PTA control the levels and performance of operator services and take corrective measures to maintain the levels of service.

This agreement is between the following two parties defined below:

<b>First Party</b>	The Public Transport Agency, henceforth referred to as “First Party”, has been granted the right/ authority to appoint or establish one or more company by the Roads and Transport Authority, Dubai to operate a fleet of public taxi vehicles in accordance with the terms and standards set out in the franchise agreement and the service levels in this service agreement.
<b>Second Party</b>	The Taxi Operator, henceforth referred to as “Second Party”, is desirous of getting a franchise to operate taxi vehicles from his own location of work, on his account and at his responsibility and risk and undertakes to abide by the terms of the franchise agreement, the policies and circulars as issued by the first party from time to time and which relate to the areas of operation, financial and administration and any updates hereto in connection with this agreement. The Second Party shall also abide by the service levels as stated in this service agreement.

## 2 DEFINITIONS

For purposes of this Agreement, the following terms shall have the below stated definitions:

S.No.	Item	Definition
1	Passenger	Any individual seated in a taxi for travel for hire to a given destination.
2	Taxi Driver	Any permittee licensed by the First Party to drive a taxi on behalf of any 'taxi operator'.
3	Driver Permit	The Driver Permit is the Permit received by the driver from the First Party upon passing of the taxi driver test and submission of required documentation.
4	Taxi Operator	Second Party, any permittee licensed by the First Party to own and operate a taxi fleet.
5	Operator Permit	The permit/ letter of notification received by the Second Party on successful bid for the franchisee taxi operation.
6	Taximeter and Dispatch Equipment	A mechanical, electrical or electronic instrument approved by the First Party which records and displays information about taxi fares, location information, dispatch notices, etc.
7	Service Trade Marks	Trade marks pertaining to the service, registered with the Ministry of Economy, logos or phrases concerning the services and others pertaining to this field which are all approved by the First Party.
8	Taxis' Number Plates	Plates bearing numbers of the taxis which are authorized by the First Party to be registered in the name of the Second Party under this Agreement. These plates shall be returned to the First Party upon termination of the Contract period.
9	Dispatch Services	A permittee licensed by the First Party to provide telephone answering and radio dispatch service to any taxi network.

### 3 STRUCTURE OF THE AGREEMENT

The agreement is presented in the following sections which describe the terms and conditions agreed between the First Party and the Second Party –

Section No.	Description
Section 6	General terms and conditions
Section 7	Vehicle related terms and conditions
Section 8	Driver related terms and conditions
Section 9	Second Party related terms and conditions

**Note:** The document would undergo a legal review by the legal advisors of RTA.

## 4 RESPONSIBILITIES MATRIX

The key responsibilities of both the First Party and Second Party are listed in the table below –

S.No.	Description	PTA ("First Party")	Operator ("Second Party")
<b>General terms and conditions related to the agreement</b>			
1	Selection and appointment of Second Party	✓	
2	Creation and revision of franchise agreement (mutually acceptable)	✓	✓
3	Inspection and monitoring of the compliance to the agreement	✓	
4	Ensuring compliance to the terms and conditions of the agreement		✓
5	Payment of penalties accumulated due to non-compliance		✓
6	Escalation and resolution of issues pertaining to the agreement (mutually acceptable)	✓	✓
7	Termination of the agreement (independently)	✓	✓
<b>Vehicle related responsibilities</b>			
8	Creation and revision of Taxi Vehicle and equipment Specifications	✓	
9	Procurement, registration and insurance of taxi vehicles		✓
10	Testing, issuance and renewal of Taxi Permit	✓	
11	Preparation, operation and maintenance of Taxis vehicles		✓
11	Design, provision, repair and maintenance of standard Taxi Equipment e.g. taximeter, taxi-sign, etc.	✓	
12	Repair and maintenance of factory built equipment and other safety equipment of the vehicle e.g. AC, audio, seat-belts, etc		✓
13	Repair and maintenance of equipment for passengers with special needs		✓
14	Design and distribution of service trademarks and customer information	✓	
15	Provision of Second Party logo and related vehicle tracking information		✓
16	Negotiation and submission of proposal to First Party for commercial advertisements		✓
17	Approval of the design, content and compliance to branding guidelines of the advertisements	✓	
18	Retirement and disposal of the Vehicle and return of First Party equipment, etc		✓
<b>Driver related responsibilities</b>			
18	Creation and revision of Driver Standards (including Training)	✓	
19	Recruitment and Training of Drivers		✓
20	Testing, issuance and renewal of Taxi Driver Permit	✓	
21	Design, provision of driver uniforms and medallions		✓
22	Provision of driver medical fitness certificate		✓
23	Training of drivers on various aspects		✓
<b>Operations related responsibilities</b>			
23	Issuance of Health, Safety and Security Standards (HSSE) for passengers	✓	
24	Issuance of Health, Safety and Working Environment (HSWE) Standards for passengers for Second Party staff and drivers		✓
25	Implementation of HSWE Standards for Second Party and passengers		✓
26	Capacity planning for more routes, more taxis, more services, etc	✓	
27	Formulating advertisements and branding standards	✓	
28	Conducting communication and public relations activities for overall taxi services	✓	
29	Conducting communication and public relations activities for Second Party		✓
30	Operating a 24 hour toll free Customer Service Center with lost and found, complaints logging and booking of taxi	✓	
31	Investigating Lost & Found and service related complaints		✓
32	Deposit of lost and found articles in the police station		✓
32	Adhering to Customer complaints (including lost and found) as per the service related conditions		✓
33	Inspections and Audits of KPIs stated in the agreement	✓	

## 5 KPI METHODOLOGY

The Key Performance Indicators (KPIs) are derived from the analysis presented in the table below. The Service Agreement is studied from a passenger’s point of view and what areas it would consider for each category of service agreement to rate the quality of the service received. The areas are further subdivided into areas from which the KPIs would be identified to measure the service level in that area. The following table provides the list of areas which are considered for deriving the KPIs:

Service Category	Service Area	KPI area
VEHICLE	Look & Feel	<ul style="list-style-type: none"> <li>- Type of vehicle</li> <li>- Vehicle color scheme</li> <li>- Cleanliness and space in the vehicle – Inside and outside</li> <li>- Age and condition of the vehicle – Exterior and interior</li> <li>- Commercial advertisement</li> </ul>
	Safety & Security	<ul style="list-style-type: none"> <li>- Procurement and registration of vehicles</li> <li>- Comprehensive insurance of vehicles</li> <li>- Taxi Permit</li> <li>- Safety related equipment in the vehicle e.g. seat-belts, air-bags, etc.</li> <li>- Trademarks &amp; customer notices markings provided by First Party</li> <li>- Maintenance &amp; repair of the vehicle to avoid hazardous effects</li> <li>- Second Party logo and vehicle tracking Information</li> <li>- Retirement and disposal of vehicle</li> </ul>
	Convenience & Comfort	<ul style="list-style-type: none"> <li>- Equipment for passengers with special needs</li> <li>- Factory installed equipment in the vehicle e.g. AC, Audio, Lights, power windows, etc</li> <li>- Equipment provided by First Party e.g. taximeter, taxi-sign, communication equipment, etc</li> <li>- Luggage and leg space available in vehicle</li> </ul>
DRIVER	Conduct & Behavior	<ul style="list-style-type: none"> <li>- Conduct with passengers, public, police, inspection officers and colleagues</li> <li>- Misuse vehicle for personal gains</li> <li>- Refusal or selective hailing of passengers from street or taxi points</li> <li>- Reporting lost item or any malfunction in the equipment provided by First Party</li> </ul>
	Cleanliness & Hygiene	<ul style="list-style-type: none"> <li>- Uniforms and medallions</li> <li>- Personal cleanliness and hygiene</li> <li>- Cleanliness of environment</li> </ul>
	Safety & Security	<ul style="list-style-type: none"> <li>- Taxi Driver Permit</li> <li>- Safe driving skills and past driving record</li> <li>- Talking on the phone using a hands free kit</li> <li>- Medical Fitness Certificate</li> <li>- Taxi sharing without consent of passenger</li> </ul>
	Convenience & Comfort	<ul style="list-style-type: none"> <li>- Communication skills in English and/or Arabic</li> <li>- Comfortable dealing with emergency situations</li> <li>- Knowledge about destinations, routes &amp; major events in Dubai</li> <li>- Drops the passengers at the desirable location and at a safe point to get off</li> <li>- Accommodating reasonable requests of passengers</li> <li>- Transportation of children, pets &amp; passengers with special needs</li> <li>- Does not promote negative image of Dubai</li> </ul>
OPERATIONS/ SERVICE	Availability	<ul style="list-style-type: none"> <li>- Operation of agreed number of vehicles</li> <li>- Prohibited Locations</li> </ul>
	Reliability	<ul style="list-style-type: none"> <li>- Job Acceptance Rate (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>)</li> <li>- Pickup of correct passenger</li> <li>- Successful resolution of complaints in 3 days</li> <li>- Successful resolution of lost and found case</li> <li>- Pre-booking punctuality</li> </ul>
	Safety	<ul style="list-style-type: none"> <li>- Accidents in journey</li> </ul>



## **6 GENERAL TERMS AND CONDITIONS RELATED TO THE AGREEMENT**

- The Second Party shall be responsible for the compliance to the terms and conditions stated in this agreement.
- No other sub-parties or affiliates would be liable for the actions generated from compliance or non-compliance to the terms and conditions stated in this agreement.

### **6.1 Creation and revision of the agreement**

- The First Party shall reserve the right to change the terms and conditions (including KPIs, targets and penalty structure) upon agreement, with the Second Party. The First party however reserves the right to waive any penalty if found appropriate on reasonable grounds.
- The First Party shall reserve the right to issue reasonable additional requirements, based on mutual consent, to be complied by the Second Party to maintain its accreditation. The Second Party shall comply with any additional requirements issued by the First Party in the prescribed timeframe.
- The First Party can choose to temporarily suspend compliance to one or more particular Key Performance Indicator and target.

### **6.2 Ensuring compliance to the terms and conditions of the agreement**

- The Second Party shall be responsible to establish internal processes and systems to achieve performance against the KPIs and targets stated in this agreement
- The Second Party shall maintain all records required to calculate the compliance level to the KPIs and targets as stated in the agreement. The First Party shall determine and communicate the records to be maintained by Second Party for the purpose of assessment of compliance to the agreement.

### **6.3 Inspection and monitoring compliance to the agreement**

- The First Party shall inspect, monitor and review the compliance of the First Party to the KPIs and targets as stated in the agreement. The Second Party shall provide all information required to measure the compliance of each KPI and target as per the method of calculation decided by the First Party
- The First Party would calculate compliance on a monthly, quarterly and annual basis and calculate non-compliance against each stated KPI and targets stated in this agreement.

### **6.4 Payment of penalties against non-compliance**

- The First Party shall collate a compliance report at the end of every quarter to identify the penalties to be levied to the Second Party. The Second Party shall ensure that all penalties to the First Party are paid in the prescribed time-frame.

### **6.5 Escalation and resolution of issues towards compliance to the agreement**

- The First Party and Second Party shall co-develop a process and management structure to escalate any issue pertaining to this agreement and the measured compliance or non-compliance to the KPIs and targets
- The First Party or the Second Party can escalate an issue to the CEO, Public Transport Agency, in writing by documenting clearly the business or technical problem which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions. The severity level of the issue should be mentioned with the issue raised.
- The laws governing the interpretation and enforcement of this Agreement shall be the laws of UAE. All disputes arising out of, or related to this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the Dubai Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules thereof. The arbitration proceedings shall be conducted in the Arabic language in Dubai. The decision of the arbitrator shall be final and binding on the Parties.

## 7 VEHICLES RELATED TERMS AND CONDITIONS

- The First Party shall issue specifications related to the taxi vehicle including the make, model, engine capacity, etc.
- The First Party shall issue standards and guidelines for the preparation of taxi vehicles. The First Party shall reserve the right to perform audits and inspections on the Second Party to check compliance to prescribed standards and guidelines and any amendments to them thereof.
- The Second Party shall procure, own, operate and maintain all vehicles to be used as taxis. The Second Party shall also ensure that all vehicles are prepared as taxis, inspected and successfully certified by the First Party against standards issued by the First Party before being placed into service.
- The First Party shall design and provide standard equipment and markings for the taxi e.g. taximeter, taxi-sign, number plates, etc to be installed by the Second Party and reserve the right to check usage while in operation. The First Party shall repair or replace the provided standard equipment or markings in case of any breakdown or wearing out of the same.
- The Second Party, without the First Party's written approval, shall make no structural or functional changes in a taxi vehicle and equipment deviating from the standards and guidelines prescribed by the First Party. Any revisions to the above shall be informed by the First Party through notification to the Second Party.

### 7.1 Vehicle color scheme

- The First Party shall provide standards for the color scheme for the vehicle interior and exterior body along with the recommended brand and color code of paint to be used. The Second Party shall get the vehicle body painted before getting the required approvals from the First Party.
- The Second Party shall get all repairs and maintenance work requiring repainting completed with paints of the same color scheme of the prescribed brand. This would include colors of any kind on the interiors of a taxi, its windows or an exterior accessory, unless approved by the First Party.
- The Second Party shall ensure the compliance to all revisions to the vehicle specifications and color scheme issued by the First Party within the time-frame specified.

7.1 Vehicle color scheme						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method of measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
1	Compliance to vehicle color scheme as prescribed by FIRST PARTY	100%	<ul style="list-style-type: none"> <li>- Medium</li> <li>- Quarterly</li> </ul>	For any non-compliance below 100 % : Fine of AED 10,000 and repainted immediately	Fine doubled if non-compliance continues for 2 consecutive months	<ul style="list-style-type: none"> <li>- Audit</li> </ul> Vehicle: Look and Feel

### 7.2 Procurement and registration of vehicle

- The Second Party shall independently procure and own the vehicles to be used as taxis as per the specifications issued by the First Party and as approved by the motor rules and regulations in Dubai.
- The Second Party shall also get the vehicles registered with RTA with all necessary paper-work and charges submitted. On the expiry of the registration of the vehicle the Second Party shall renew the registration immediately.
- The Second Party shall ensure that the vehicle complies with all additional directives issued by the First Party at all times.

### 7.3 Insurance of vehicles

- The Second Party shall provide a valid comprehensive insurance cover for vehicles from a reputed insurance company acceptable and approved by the First Party. The insurance shall cover destruction from all hazards such as fire, theft, vandalism, glass breakage, falling trees, wind-storms, etc.

- The Second Party shall report to the First Party all major accidents involving the vehicles which are required to be reported to the insurance provider or the Licensing Department. An updated vehicle service and maintenance record would be maintained for all vehicles

7.3 Insurance of vehicles						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
2	Possession of valid comprehensive insurance cover of the vehicle at all times	100%	- High	For any non-compliance below 100 % : Fine of AED 10,000 and insurance to be done immediately	Termination of contract if non-compliance continues for 2 consecutive months	- Audit
			- Monthly			Vehicle : Safety and Security

### 7.4 Age and condition of the vehicle – Interior and Exterior

- The Second Party shall ensure that all vehicles procured are new and no vehicle serving as a taxi is older than three (3) years while in operation.
- The Second Party shall ensure that vehicles that are older than the age specified are discarded. Withdrawn from service and the First Party is informed one month prior to replacement date. The First Party shall cancel the number plates of these taxis and reissue new number plates for the newly procured vehicles.
- The Second Party shall ensure that the vehicle is in highest condition of quality from the inside with no tears or damages on any upholstery, floor mats and door trims, roof linings.
- The Second Party shall ensure that the vehicle is in good condition from the outside with no scratches, dent or any sort of damage on the chassis, exterior body of the vehicle e.g. doors, front, bumper and boot of the vehicle.
- The Second Party shall ensure that all damaged items are replaced or repaired at workshops/service stations authorized by the manufacturer, using original items of a similar or higher quality which confirm to the manufacturer’s specifications as would be requisite to maintain the pristine condition the vehicle.
- The First Party shall reserve the right to perform inspection on the conditions of the vehicle.

7.5 Age and Condition of the vehicle – Interior and Exterior						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method of measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
3	Age of taxi not more than 3 years	90%	- Medium	- Warning if up to 1 month remaining for vehicles to reach 3 years of age - For any non-compliance below 90 % upon reaching 3 yrs of age : Fine AED 50,000 and replace vehicle immediately	Termination of contract if non-compliance continues for 2 consecutive months after vehicles reaching 3 years of age	Audit
			- Quarterly			Vehicle: Look and Feel

7.5 Age and Condition of the vehicle – Interior and Exterior						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method of measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
4	No tears or damages on seat covers, floor mats upholstery, door trims, dashboard, roof linings, etc in the interior and no major dents and scratches on the exterior body of the vehicle	85%	– High	– Warning if compliance level drops to 85 % for the first time – For every further 5% drop in compliance below 85%: Fine of AED 5000 and immediate correction	Fine doubled if non-compliance below 85 % continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Vehicle: Look and Feel

**7.5 Cleanliness of the vehicle – inside and Outside**

- The Second Party shall ensure that the vehicle is clean and in the highest condition from the inside with no dirt marks on any seat or head rest upholstery, floor mats, plastic fascia, door linings, roof linings and trims. The Second Party shall on a regular basis perform vacuuming, seat cover and boot cleaning and replacement of all parts which cannot be cleaned.
- The Second Party shall ensure that the vehicle is clean and in the highest condition from the outside with no dirt on any door, wheel, window, roof, etc. The Second Party shall on a regular basis perform washing, cleaning and waxing of the exterior of the vehicle.
- The Second Party shall take adequate additional measures to ensure the vehicle is free of any offensive and foul odors e.g. cleanliness of drivers, non-smoking, application of freshener, dry cleaning of upholstery, rugs, mats, etc.
- The Second Party shall ensure that all seats and trunk compartment are free of any material or objects to hold passengers' baggage. The driver should not load, carry or transport any baggage on the outside of the vehicle.
- The First Party shall reserve the right to perform inspection on the conditions of the vehicle.

7.6 Cleanliness of Vehicles – Inside and Outside						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
5	Vehicle is clean from inside and outside without foul smell, dirt, articles left by previous passenger	85%	– High	– Warning if compliance level drops to 85 % for the first time – For every further 5% drop in compliance below 85%: Fine of AED 5000 and immediate correction	Fine doubled if non-compliance continues to be below 85% for 2 consecutive months	– Audit – Call Center
			– Monthly			Vehicle : Look and Feel

7.6 Cleanliness of Vehicles – Inside and Outside						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
6	Provision of adequate leg and baggage space available for holding passengers' baggage without any obstruction from belongings of the driver	90%	– Medium	– Warning if compliance level drops to 90 % for the first time	Fine doubled if non-compliance continues below 90 % for 2 consecutive months	– Audit – Call Center
			– Monthly	– For every further 5% drop in compliance below 90%: Fine of AED 5000 and immediate correction		Vehicle : Comfort and Convenience

**7.6 Equipment provided by First Party for the vehicle**

- The Second Party shall ensure that each taxi has the following installed and certified by the First Party before being put into service :
  - Taxi meter and Dispatch system
  - Receipt Printers
  - Communication Equipment
  - Taxi Sign
- The Second Party shall also ensure that all this equipment is in working condition at all times and that no defective or inaccuracies are present while in service. All instances of defective items shall be reported immediately on detection to the First Party who will repair or replace the meter as deemed appropriate.
- The Second Party shall ensure that no person tampers with, alters, repairs or attempts to repair the equipment or any seal affixed to the taxi by the First Party or make any change in the vehicle's mechanism which would affect the operation of the system.
- The Second Party shall stop the operation of the vehicle with malfunctioning equipment upon receiving a report from the driver. The Second Party should only put the taxi in service again once it has completed necessary repair and testing by the First Party.
- The Second Party should have procedures developed such that if the taximeter goes faulty while the passenger is in the vehicle, the driver shall provide a written receipt for the journey on the fare mutually agreed between the driver and the passenger.
- The First Party shall also test the equipment upon request from the Second Party or during periodic inspections, on periodic intervals against a fixed charge. The First Party shall be entitled to check, test and verify the equipment at any time to ensure it is faultless and not tampered with.

7.7 Equipment provided by FIRST PARTY of the vehicle						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
7	All equipment provided by FIRST PARTY is in perfect working condition and without any tampering or alteration	98%	– High	– For every 1% drop in compliance below 98%: Fine of AED 10,000 and immediate correction	Fine doubled if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Vehicle : Convenience and Comfort

### 7.7 Factory installed equipment in the vehicle

- The Second Party shall ensure that each taxi has the following comfort related equipment installed before being put into service :
  - Air-Condition
  - Audio System
  - Reading Lights
  - Power Windows
- The Second Party shall also ensure that all equipment is in working condition at all times and that no defective or inaccuracies are present while in service. All instances of defective equipment shall be repaired or replaced on detection within 48 hours.
- The First Party can test the equipment during periodic audits or random inspections to check, test and verify the equipment at any time to ensure it is faultless and not tampered with.

7.8 Factory installed equipment in the vehicle						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
8	All factory installed equipment is in working condition	95%	- Medium	- For every non-compliance up to 90 %: Fine of AED 5,000 - For every further 5% drop in compliance below 90%: Fine of AED 10,000 + immediate correction	Fine doubled if non-compliance continues for 2 consecutive months	- Audit - Call Center
			- Monthly			- Vehicle : Convenience and Comfort
9	Any factory installed equipment not creating any hazard or harm to environment e.g. emissions, etc	98%	- High	- For every non-compliance up to 95 %: Fine of AED 5,000 - For every further 1% drop in compliance below 98%: Fine of AED 10,000 + immediate correction	Fine doubled if non-compliance continues for 2 consecutive months	- Audit - Call Center
			- Monthly			- Vehicle : Safety and Security

### 7.8 Safety related equipment in the vehicle

- The Second Party shall ensure that each taxi has the following safety related equipment installed before being put into service :
  - Seat belts – Front and Rear Seats
  - Airbags
  - Fire Extinguisher
  - Child Lock
  - Mobile Hands free Kit
- The Second Party shall also ensure that all this equipment is in working condition at all times and that no defective or inaccuracies are present while in service. All instances of defective equipment shall be repaired or replaced immediately on detection.
- The First Party can test the equipment during periodic audits or random inspections to check and test the equipment at any time to ensure it is faultless and not tampered with.

7.9 Safety related equipment in the vehicle						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
10	All safety related equipment is in working condition	100 %	– High	For any non-compliance below 100 % : Fine of AED 10,000 and immediate correction	Termination of contract if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Vehicle : Safety & Security

### 7.9 Equipment for passengers with special needs (as prescribed by First Party)

- The Second Party, if and where their taxi service involves the use of a wheelchair accessible taxi vehicle, must ensure that the taxi concerned is fitted with a hoist, or is equipped with a ramp (at all times), that allows safe access to the taxi by a person using a wheelchair, and carries wheelchair restraints (at all times) that enable wheelchairs in the vehicle to be safely and securely attached to the taxi.
- The First Party shall inspect the fitness of the vehicle for wheel chair access and provide wheelchair accessible taxi permit to the vehicle.
- The Second Party shall ensure that all equipment for wheelchair access vehicles are in working condition at all times.

7.10 Equipment for Passengers with special needs (as prescribed by FIRST PARTY)						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
11	Vehicles are fitted with equipment e.g. hoists, ramp and restraints for passengers on wheelchairs as prescribed by FIRST PARTY and are in working condition	100 %	– High	For any non-compliance below 100 % : Fine of AED 20,000 and immediate correction	Termination of contract if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Vehicle : Comfort and Convenience

### 7.10 Service trademarks and customer information provided by First Party

- The First Party shall design and provide the following for the vehicles to be used as taxis and for the approved number of taxis:
  - Service trademarks e.g. number-plates, First Party taxi stickers, etc.
  - customer notices e.g. warnings, information, etc stickers
- The Second Party shall, after obtaining prior approval from the First Party on the use of service trademarks and customer notices, place these trademarks and number plates without causing damage or misuse the goodwill granted by the First Party in any form whatsoever.
- The Second Party shall request from the First Party any additional trademarks and customer information notices upon destruction or wearing out of the previous allocated ones. A charge might be applicable for the same.
- The Second Party shall use the service trade marks only for the purposes of operating the taxis and any use of the same shall during all times be limited in accordance with instructions issued in this regard by the First Party.

7.11 Service trademarks and customer information provided by FIRST PARTY						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
12	Clear display of trademarks e.g. number plates, and customer notices e.g. Call Center Number provided by FIRST PARTY	95%	– Medium	<ul style="list-style-type: none"> <li>For every non-compliance up to 90 %: Fine of AED 5,000</li> <li>For every further 5% drop in compliance below 90%: Fine of AED 10,000 + immediate correction</li> </ul>	Fines doubled if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Vehicle: Safety and Security

### 7.11 Operator logo and vehicle tracking information

- The Second Party shall put company logo and serial numbers of taxi and on both sides and rear of each vehicle according to standard w.r.t. size, color and location approved by the First Party.
- The Second Party shall display the same serial numbers and complaints telephone number in the inside of the vehicle at location clearly visible to the passenger and as prescribed by the First Party.
- The Second Party shall remove the service trademarks and number plate from any vehicle replaced by another before any disposal thereof, as well as after termination of the Agreement.

7.12 Operator Logo and vehicle tracking information						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
13	Display of readable Operator Logo, Serial Numbers, certificate of inspection, etc on the vehicle	95%	– Medium	<ul style="list-style-type: none"> <li>For every non-compliance up to 90 %: Fine of AED 5,000</li> <li>For every further 5% drop in compliance below 90%: Fine of AED 10,000 + immediate correction</li> </ul>	Fines doubled if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Vehicle: Safety and Security

### 7.12 Commercial advertisement

- The Second Party shall upon finalization with the promoter the content and financial quote submit a proposal to the First Party for approval.
- The Second Party shall not affix any advertisement on the outer body or inside the vehicle, unless approved by the First Party. The First Party approves the content, design and branding or the advertisement.



- The First Party reserves the right to charge a fee on the advertisement revenue being generated through the advertisements on the taxi for the number of days approved. The Second Party shall remove the advertisements on the date of expiration of the advertisement contract.
- The Second Party shall inform the First Party of any extension of the period for which advertisements would be displayed.

7.13 Commercial Advertisement						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
14	All advertisements on the outer body or inside the vehicle to be approved by FIRST PARTY	100 %	- High	- For every non-compliance below 100 %: Fine of AED 50,000 and immediate removal of the advertisement	Suspension of vehicles for 1 week if non-compliance continues for 3 more days and advertisements not removed	- Audit
			- Quarterly			Vehicle : Look and Feel

**7.13 Preventive maintenance and service of vehicles**

- The Second Party shall ensure that the maintenance (periodic and preventive) and inspection of the vehicles is performed at regular intervals to safeguard the safety of the passengers, driver and general public at large. All up to date service and maintenance records should be maintained by the Second Party for each vehicle.
- The Second Party shall ensure that any vehicle if undergone a major repair undergoes a re-certification for Taxi Permit by the First Party before being put in operation.

7.14 Preventive maintenance and service of vehicles						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
15	Periodic preventive maintenance (tires, brake, emissions, noise level, etc) of vehicles is done and service history maintained for the vehicle	95%	- Medium	- Warning if compliance level drops below 95 % for the first time - For every further 5% drop in compliance below 95%: Fine of AED 5,000 + immediate preparation	Fine doubled if non-compliance continues to be below 95 % for 2 consecutive months	- Audit
			- Yearly			Vehicle : Safety and Security

## 7.14 Retirement of Vehicles

- The Second Party shall ensure the retirement and disposal of the taxi vehicle, upon exceeding the age of the vehicle or undergoing a major accident.
- The Second Party shall inform the First Party upon successful retirement of the vehicle and return the equipment provided by First Party for that vehicle.
- The Second Party shall then apply for preparation of a new taxi vehicle.

7.15 Retirement of Vehicles						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
16	Retirement and disposal procedures of vehicle as prescribed by FIRST PARTY	95%	– Medium	– Warning if compliance level drops below 95 % for the first time	Fine doubled if non-compliance continues for 2 consecutive months	– Audit
			– Yearly	– For every further 5% drop in compliance below 95%: Fine of AED 5,000 + immediate disposal		Vehicle : Safety and Security

## 8 DRIVERS RELATED TERMS AND CONDITIONS

- The First Party shall develop the eligibility criteria for the drivers which would include the permissible age limit, driving license, driving record, medical fitness, background check, etc. The Second Party shall comply with at the time of recruitment of the drivers.
- The First Party shall ensure that the standards and guidelines are issued for drivers to follow while driving a taxi vehicle. The Second Party needs to ensure that the standards are complied by all drivers through adequate training, counseling and other techniques.
- The Second Party shall select and employ the drivers of taxis as employees of its company. The Second Party shall while employing any driver shall ensure that the eligibility criteria prescribed in this First Party is met.
- The Second Party shall ensure that the drivers have the right working environment and policies to deliver the highest quality of service to the passengers. No driver shall be allowed to work more than 12 hours a day.
- The First Party reserves the right to inspect the operations to assess the quality of service provided by the drivers to passengers and resolve any issues through investigations.
- The First Party shall reserve the right to issue additional conditions for the Second Party to ensure compliance by the drivers in the stipulated time.

### 8.1 Driver communication skills

- The Second Party should ensure that the driver communicates in English which includes reading, writing and speaking. This could include the optional language skills in Arabic.

8.1 Driver communication skills						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
17	The driver can read, write and speak reasonably in English and/ or Arabic	100%	<ul style="list-style-type: none"> <li>- High</li> <li>- Monthly</li> </ul>	<ul style="list-style-type: none"> <li>- For every non-compliance below 100 %:Fine of AED 5,000 and training course</li> </ul>	Fines doubled if non-compliance continues for 2 consecutive months	<ul style="list-style-type: none"> <li>- Audit</li> <li>- Call Center</li> </ul> <p>Driver : Comfort &amp; Convenience</p>

### 8.2 Uniform and medallions

- The Second Party shall choose the design and color of the uniform and medallions, which should be approved by the First Party. The Second Party shall also be responsible for collection and destruction of uniforms and medallions returned by the drivers on leaving employment.
- The Second Party shall ensure that the driver is in the prescribed uniform and medallion at all times of his duty. The driver should not be found wearing his uniform when off-duty. Under no circumstance should any other person be found wearing any drivers' uniform or medallion.

8.2 Uniform and medallions						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
18	Wearing clean and ironed uniform on duty with no medallions present which is either broken or worn off	95%	– Medium	– For every non-compliance up to 95 %: Fine of AED 5,000 – For every further 5% drop in compliance below 90%: Fine of AED 10,000 and immediate correction	Fine doubled if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Driver : Cleanliness & Hygiene

### 8.3 Taxi Driver Permit

- The First Party shall issue driver permits upon the driver satisfying all training conditions for the drivers and passing the test to be conducted by Office of Development and Training of the First Party.
- The Second Party shall ensure that no driver drives a taxi with an expired taxi permit. The Second Party shall ensure all his drivers to fix the permit on the left side of the chest throughout the duty hours on the vehicle.
- The Second Party shall return the driver's permit to the First Party, if the driver's service is terminated, except in those cases where it is not possible to get back the driver's permit, for example, where the driver has absconded. In this case the Second Party shall be precluded from employing the same driver and the First Party shall be under no obligation, whatsoever, to issue a new permit for him, if the Second Party chooses to employ him.

8.3 Taxi Driver Permit						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
19	Taxi driver has a valid taxi driver permit at all times	100%	– High	– For every non-compliance below 100 %: Fine of AED 5,000 and immediate renewal	Termination of contract if non-compliance continues to 2 consecutive months	– Audit –
			– Quarterly			Driver : Safety and Security

### 8.4 Medical Fitness Certificate

- The Second Party shall ensure that the candidates meet the eligibility conditions pertaining to the medical fitness of the driver prescribed by the First Party at the time of testing of the drivers for applying for the Taxi Driver Permit.
- The Second Party shall on a regular period make the drivers undergo the medical fitness tests through the authorized doctors only to prevent any transfer of medical conditions from the driver to the passengers.
- The First Party reserves the right to request the Second Party for driver's medical fitness test on any given time.

8.4 Medical Fitness Certificate						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
20	Possession of a valid medical fitness test certificate as prescribed by FIRST PARTY to avoid any transfer of medical condition to passengers	100%	– High	For every non-compliance below 100%: Fine of AED 5,000 and immediate examination	Fine doubled if non-compliance continues for 2 consecutive months	– Audit
			– Quarterly			Driver : Safety and Security

### 8.5 Personal cleanliness and hygiene

- The Second Party shall ensure that all drivers are neat and clean in person, regularly shave, shower, trim their beard, hair, nails, clean their teeth and in maintain high level of personal cleanliness and hygiene and of the vehicle.
- The Second Party shall ensure that the driver does not smoke/chew tobacco or use or consume any other intoxicant material within the vehicle at any time which causes a noxious odor in the vehicle.

8.5 Personal cleanliness and hygiene						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
21	Maintains personal cleanliness including clean look, no unkempt hair, trimmed nails and no foul odour from self at any time	95 %	– High	– Warning if compliance level drops below 95 % for the first time – For every further 1 % drop in compliance: Fine of AED 5,000 and re-training and correction	Fine doubled if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Driver : Cleanliness and Hygiene

### 8.6 Respect for the environment

- The Second Party shall ensure that the driver does not litter, smoke, spit, etc or otherwise disrespect the environment in any form.
- The Second Party shall ensure that the driver wards away any foul smell caused by previous passengers or b items left behind previous passengers before picking up the next passenger. The Second Party should provide necessary room freshener to ward of any foul smell in the vehicle.

8.6 Respect for the environment						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
22	Respects the environment and does not litter by eating, smoking or spitting in public areas.	100 %	– High	For every non-compliance below 100%: Fine of AED 5,000 and immediate correction	Fine doubled if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Quarterly			Driver : Cleanliness and Hygiene

### 8.7 Cleanliness and maintenance of the vehicle

- The Second Party ensures that the driver keeps the car clean at all times through daily cleaning schedules

8.7 Cleanliness and maintenance of the vehicle						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
23	Follow regular cleaning schedule and takes adequate precaution to maintain the condition of the car	90 %	– Medium	– Warning if compliance level drops below 90 % for the first time – For every further 5% drop in compliance below 90%: Fine of AED 2,500 + immediate preparation	Fine doubled if non-compliance continues to be below 90 % for 2 consecutive months	– Audit – Call Center
			– Monthly			Driver : Cleanliness & Hygiene

### 8.8 Driving skills and past driving record

- The Second Party shall ensure that the driver drives as per guidelines stated by the FIRST PARTY and does not cause danger to public lives. The Second Party shall ensure that the driver has a driving record which does not demonstrate a series of serious violations.

8.8 Driving skills and past driving record						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
24	Does not drive rashly and violate rules leading to endangering	95 %	– High	– Warning if compliance level drops below 95 % for the first time	- N/A	– Audit – Call Center

8.8 Driving skills and past driving record						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
	public lives or does not give indicators while changing lanes, picking passengers unsafely or hindering traffic		– Monthly	– For every 1 % drop in compliance: Fine AED 10,000 and rehabilitation		Driver : Safety and Security
25	Possess a driving record without a history of serious violations e.g. over speeding, jumping red-light, accidents, etc	100 %	– High	– Warning if compliance level drops below 100 % for the first time	- N/A	– Audit – Call Center
			– Monthly	– For every 1 % drop in compliance: Fine AED 10,000		Driver : Safety and Security

### 8.9 Conduct with passengers, public, police, inspection officers and colleagues

- The Second Party shall ensure that the driver maintains the highest level of courteous behavior and respect for the passengers, public, colleagues and police and does not show any form of discrimination
- The Second Party shall ensure that no driver shall speak in an obscene, boisterous, loud, threatening or abusive manner or otherwise threaten, harass or abuse any passenger or colleague while on duty.
- The Second Party shall ensure that the driver, at all times, cooperates with all law enforcement officers, quality inspectors or their agents and shall not hinder, delay or knowingly make false or misleading statements on any matters relating to regulatory compliance
- The Second Party shall ensure that the driver will submit a valid conduct certificate issued by the concerned police authorities and their previous places of work.

8.9 Conduct with passengers, public, police, inspection officers and colleagues						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
26	Courteous and co-operates and does not mistreat or abuse passengers, colleagues, public or police	98 %	– Medium	– Warning if compliance level drops below 98 % for the first time	- N/A	– Call Center
			– Monthly	– For every further 1 % drop in compliance: Fine AED 5,000		– Driver: Conduct and Behavior
27	Does not commit any serious offence with public, passengers,	95%	– High	– Warning if compliance level drops below 95 % for the first time	- N/A	– Call Center

8.9 Conduct with passengers, public, police, inspection officers and colleagues						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
	colleagues, inspection officers and police		– Monthly	– For every further 1 % drop in compliance: Fine AED 5,000 + rehabilitation		– Driver: Conduct and Behavior

### 8.10 Dealing with Emergency situations

- The Second Party shall provide training to the drivers to deal with emergency situations e.g. puncture of the tire, accident, breakdown of the vehicle, etc.

8.10 Dealing with Emergency situations						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
28	Comfortable in dealing with emergency situations e.g. puncture, accident, breakdown, etc	100 %	– High – Monthly	For every non-compliance below 100 %: Fine of AED 5,000 and re-training.	Termination of contract if non-compliance continues for 2 consecutive months	– Audit – Call Center  Driver : Safety and Security

### 8.11 Misuse of Taxi vehicle

- The Second Party shall ensure that the driver will use the taxi only for the purpose for which it is licensed and shall not use it for making personal monetary gains through cheating and illegal activities as follows :
  - selling foodstuff including but not limited to cold drinks, newspapers, telephone cards, etc.
  - transporting alcohol or other banned items for any purpose
  - getting commission from hotels
  - overcharging than the tariff shown in the taximeter
  - allow others to drive the vehicle for money
  - take longer route to get increase fare
  - does not suggest to take the toll road to reach quickly
  - tampers with, alters, repairs or attempts to repair the meter, or any seal



8.11 Misuse of taxi vehicles						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
29	Does not misuse the vehicle to seek personal monetary gains	100%	– High	For every non-compliance below 100 %: Fine of AED 10,000 and re-habilitation	Termination of contract if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Driver : Conduct and Behavior

**8.12 Knowledge about destinations, routes and major events in Dubai**

- The Second Party shall ensure that the drivers maintain an up to date knowledge about the major destinations, routes and events happening in Dubai.

8.12 Knowledge about destinations, routes and major events in Dubai						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
30	Demonstrates knowledge about destinations and shortest routes in Dubai along with major events happening in Dubai	95%	– Medium	– Warning if compliance level drops below 95 % for the first time – For every further 5 % drop in compliance below 95%: Fine AED 2,500 and re-training	Fines doubled if non-compliance continues for 2 consecutive months	– Audit – Call Center
			– Monthly			Driver : Convenience and Comfort

**8.13 Accommodating reasonable requests of the passengers**

- The Second Party shall provide training to the drivers to accommodate reasonable requests of the passengers which would enhance the experience of the passengers. An indicative list of reasonable requests include the following :
  - loading and unloading of reasonable amount of passenger luggage
  - adjustment of air-conditioning or audio System settings
  - request to take a particular route to arrive at the destination
  - provide change for money
  - provide receipt for the travel for records or business reimbursements
  - terminate the journey wherever requested
  - pickup a friend on journey

8.13 Accommodating reasonable requests of the passengers						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
31	Accommodate reasonable requests of the passengers	90 %	– Medium	– Warning if compliance level drops below 90 % for the first time – For every further 5 % drop in compliance below 90 %: Fine AED 5,000 and corrective action	-N/A	– Audit – Call Center
			– Monthly			Driver : Convenience and Comfort

**8.14 Reporting a fault or lost item**

- The Second Party shall provide training to the drivers on the standard operating procedures for a variety of situations :
  - reporting any fault that developed in the equipment provided by FIRST PARTY and withdrawal of service
  - reporting lost items to the lost and found department

8.14 Reporting a fault or lost item						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
32	Prompt attempt to report a fault in the equipment provided by FIRST PARTY or lost item back to the office of the head-office	95 %	– High	– Warning if compliance level drops below 95 % for the first time – For every further 5 % drop in compliance below 95%: Fine AED 5,000 and rehabilitation	- N/A	– Audit – Call Center
			– Monthly			Driver : Convenience and Comfort

**8.15 Usage of mobile phone while driving**

- The Second Party shall ensure that the driver does not use his mobile phone while driving and uses a hands free kit if required

8.15 Usage of mobile phone while driving						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
33	Does not use mobile phone for long period while driving without the usage of hands free kit	95 %	- High	- Warning if compliance level drops below 95 % for the first time - For every further 5 % drop in compliance below 95 %: Fine AED 5,000 and re-training	Fines doubled if non-compliance continues for 2 consecutive months	- Audit - Call Center
			- Monthly			Driver : Safety & Security

**8.16 Transportation of children, pets, passengers with special needs, etc**

- The Second Party shall ensure that the driver is trained on safety issues and the practices to be adopted while transporting pets, children and passengers with special needs.

8.16 Transportation of children, passengers with special needs, etc						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
34	Follow practices to safely and conveniently transport children and passengers with special needs e.g. does not allow children to sit on the front seat, loading and unloading wheelchair, etc (if applicable)	95 %	- Medium	- Warning if compliance level drops below 95 % for the first time - For every 1 % drop in compliance below 95 %: Fine AED10,000	Fines doubled if non-compliance continues for 2 consecutive months	- Audit - Call Center
			- Monthly			Driver : Convenience and Comfort
35	Does not transport animals without appropriate confinement	95%	- Medium	- Warning if compliance level drops below 95 % for the first time - For every further 5 % drop in compliance below 95 %: Fine AED 5,000	-N/A	- Audit - Call Center
			- Quarterly			Driver: Convenience and Comfort

**8.17 Non refusal or selective hailing of passengers**

- The Second Party shall ensure that the drivers do not refuse to pickup passengers from the street or the taxi point when requested. The drivers should under no circumstance pick up passengers without queuing or selectively of all the passengers waiting to hail a taxi

8.17 Non refusal or selective hailing of passengers						
S.No	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
36	Does not refuse or selectively pick up passengers waiting to hail a taxi	95 %	- High	- Warning if compliance level drops below 95 % for the first time - For every further 5 % drop in compliance: Fine AED 5,000 and retraining	Fines doubled if non-compliance continues for 2 consecutive months	- Audit - Call Center
			- Monthly			Driver : Convenience and Comfort

### 8.18 Taxi sharing and loading passengers without consent of passenger

- The Second Party shall ensure that the drivers do not use the vehicle on a sharing basis which could cause offence to a passenger for which the taxi was booked.

8.18 Taxi sharing and loading passengers without consent of passenger						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
37	Does not seat more passengers without seeking permission from original passenger	90 %	- Medium	- Warning if compliance level drops below 90 % for the first time - For every further 5 % drop in compliance: Fine AED 5,000	-N/A	- Audit - Call Center
			- Monthly			Driver : Convenience and Comfort

### 8.19 Dropping off the passengers

- The Second Party shall ensure that the drivers drop the passenger at the desired destination and not be dropped at a location convenient to the driver however unsafe for the passenger

8.19 Dropping off passengers						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
38	Does not ask passengers to get off before destination or drop them unsafely	98 %	– Medium	<ul style="list-style-type: none"> <li>Warning if compliance level drops below 98 % for the first time</li> <li>For every further 5 % drop in compliance: Fine AED 5,000</li> </ul>	- N/A	– Call Center
			– Monthly			Driver : Safety and Security

### 8.20 Waiting for passenger pickup from Dispatch

- The Second Party shall ensure the driver picks up the passenger who made the booking through the Call Center and waits for the passenger for a reasonable period of time.

8.20 Waiting for passenger pickup from Dispatch						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
39	Waits for the passenger for reasonable period of time when booked through the dispatch system	95 %	– High	<ul style="list-style-type: none"> <li>Warning if compliance level drops below 95 % for the first time</li> <li>For every further 2 % drop in compliance: Fine AED 5,000</li> </ul>	- N/A	– Call Center
			– Monthly			Driver : Comfort and Convenience

### 8.21 Promote positive image of Dubai to passengers

- The Second Party shall ensure that under no circumstance should the driver disrespect and disrepute Dubai or UAE in the conversation with the passengers

8.19 Promote negative image of Dubai to passengers						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
36	Does not show disrespect to Dubai or UAE	95 %	<ul style="list-style-type: none"> <li>- High</li> <li>- Monthly</li> </ul>	<ul style="list-style-type: none"> <li>- Warning if compliance level drops below 95 % for the first time</li> <li>- For every further 2 % drop in compliance: Fine AED 5,000</li> </ul>	- N/A	<ul style="list-style-type: none"> <li>- Call Center</li> <li>Driver : Safety and Security</li> </ul>

## 9 OPERATIONS RELATED TERMS AND CONDITIONS

- The Second Party and the First Party are responsible for their respective operations or services to achieve the service terms and conditions as stated in the agreement.
- The First Party would monitor and inspect the operations or services provided by the Second Party to verify the compliance with agreement.

### 9.1 Dispatch

- The First Party shall be responsible for receiving bookings of the taxis through the 24 hr toll-free call center and communicating to the Second Partys through a Dispatch Center. This Dispatch Center shall also provide callers with an approximate arrival time of the taxi requested and follow up response on the location of the taxi.
- The Second Party shall ensure the dispatch of the taxi to the requested location through an integrated system to reach within the stipulated timeframe.
- The Second Party Dispatch Services must provide a monthly report that includes, but not limited to, the number of calls for service received, the number of taxis dispatched to calls, the number of non-response complaints and the number of cabs that serviced to the requested calls.

9.1 Dispatch						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
37	Availability of agreed number of vehicles	90% at peak hours (6am-10am & 5pm-9pm)	- High	For every 5% drop in compliance below 90%: Fine of AED 10,000	Fine doubled if non-compliance continues for 2 consecutive months	- Audit
			- Monthly			Operations: Availability
38	Job Acceptance Rate (1 <sup>st</sup> driver given the job)	70%	- High	- Warning if compliance level drops below 70 % for the first time	Fine doubled if non-compliance continues for 2 consecutive months	- Audit
			- Monthly	- For every further 5 % drop in compliance : Fine – AED 1,000		Operations :Availability
39	Job Acceptance Rate (2 <sup>nd</sup> driver given the job)	90%	- Medium	- Warning if compliance level drops below 90 % for the first time	Fine doubled if non-compliance continues for 2 consecutive months	- Audit
			- Monthly	- For every further 5 % drop in compliance : Fine – AED 1,000		Operations: Availability
40	Right passenger pickup by the driver	85 %	- Medium	- Warning if compliance level drops below 85 % for the first time - For every 5 % drop in	Fine doubled if non-compliance continues for 2 consecutive months	- Call Center

9.1 Dispatch						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
			- Monthly	compliance : Fine – AED 1,000		Operations:: Availability

## 9.2 Taxi Transfer

- The Second Party shall ensure that the journey of the passenger is accident free and free from incidents which might lead to termination of the journey.

8.4 Taxi Transfer						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
41	No accident in journey	90 %	- High	- For every non-compliance below 90 %: Fine of AED 5,000 - For every further 5% drop in compliance below 90%: Fine of AED 10,000	Fine doubled if non-compliance continues for 2 consecutive months	- Audit
			- Monthly			Operations: Safety and Security
42	No other incidents leading to termination of the journey e.g. puncture, breakdown, etc	85 %	- Medium	- Warning if compliance level drops below 85 % for the first time - For every 1 % drop in compliance: Fine AED5,000	- N/A	- Audit
			- Monthly			Operations: Safety and Security

## 9.3 Complaints & redressal

- The First Party shall ensure that the toll-free Call Center, when fully functional, is operational twenty-four (24) hours a day to address complaints received from the passengers. The Center would take care of services such as complaints redressal, and/or any other queries related to taxi services. The First Party shall communicate to the Second Party any complaints received pertaining to the Second Party for resolution.
- The Second Party shall maintain a complaints register, with details of the complaining party, time and date of each complaint and procedures taken. The First Party shall be entitled to view such register at any time to ensure the follow up.
- The Second Party shall document all complaints and any investigations carried out following the complaints received by the First Party Call Center in a proper record system, for a period of at least 3 years.



- The First Party reserves the right to inspect such records in such form and manner and at such times, as the First Party shall prescribe. The Second Party shall ensure that all information submitted to the First Party is true and correct and that no information has been suppressed or concealed.
- The First Party shall account for customer complaints and prepare and analyze the penalties associated
- The First Party reserves the right to call in and investigate with driver at any given time

9.1 Complaints and Redressal						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
43	Complaint resolution and reporting in 3 working days	75 %	- High	- Warning if compliance level drops below 75 % for the first time	Fine doubled if non-compliance continues for 2 consecutive months	- Audit
			- Monthly	- For every further 5% drop in compliance below 95%: Fine of AED 50,000		Operations: Reliability
44	Records maintained for at least 3 years	90%	- Medium	- Warning if compliance level drops below 90 % for the first time	-N/A	- Audit
			- Quarterly	- For every further 5% drop in compliance below 95%: Fine of AED 50,000		Operations: Reliability

### 9.4 Lost & Found

- The Second Party shall utilize the lost and found center of the First Party and undertake to deliver to the nearest police station against receipt, all that may be found by his drivers after searching their vehicles at the end of each trip within 3 days.
- The Second Party shall within one (1) days inform the passenger, who has lodged a complaint, about the status of the lost item whether it has been recovered or not and how to collect it.
- The Second Party shall report shall be submitted to the First Party containing analysis of customers' complaints and enquiries and methods of remedy, also the number of lost items reports, found items and its categories.

9.1 Lost and Found						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
45	Lost and Found resolution and reporting to passenger in 1 working days	75 %	- High	- Warning if compliance level drops below 75 % for the first time	- N/A	- Audit - Call Center

9.1 Lost and Found						
S.No.	Key Performance Indicator	Minimum Required Compliance (%)	Criticality and Frequency of Measurement	Penalty Structure		Method measurement and Category of KPI
				Minimum and Maximum Penalty	Other terms	
			<ul style="list-style-type: none"> <li>Monthly</li> </ul>	<ul style="list-style-type: none"> <li>For every further 5 % drop in compliance below 75 %: Fine – AED 50,000</li> </ul>		Operations: Reliability
46	Handover of lost article to the Police after 2 days if lost item not claimed	90 %	<ul style="list-style-type: none"> <li>Medium</li> </ul>	<ul style="list-style-type: none"> <li>Warning if compliance level drops below 90 % for the first time</li> <li>For every further 5 % drop in resolution below 90 %: Fine – AED 50,000</li> </ul>	- N/A	<ul style="list-style-type: none"> <li>Audit</li> </ul>
			<ul style="list-style-type: none"> <li>Monthly</li> </ul>			Operations : Reliability

## 10 INCENTIVE STRUCTURE

The incentive structure proposed for the Operator Agreement is provided in the table below. The First Party shall check Compliance to KPIs on a monthly and quarterly basis depending on the KPI and the compliance calculations will be released every six months to be used for award of incentives to the Second Party.

S.No.	Levels of Incentive	Amount (or Number)	Criteria of Award	Frequency of Measurement
1	<b>Certificate of Appreciation for each category</b>			Every Six Months
	- <i>Driver</i>	1	Highest Overall Compliance Level to KPIs in the category	
	- <i>Vehicle</i>	1	Highest Overall Compliance Level to KPIs in the category	
	- <i>Operations</i>	1	Highest Overall Compliance Level to KPIs in the category	
2	<b>Cash Prize for each below category</b>			Every Year
	- <i>Vehicle</i>	150,000 AED *	Winner of both Certificates of Appreciation for the category in the year	
	- <i>Driver</i>	200,000 AED *	Winner of both Certificates of Appreciation for the category in the year	
	- <i>Operations</i>	250,000 AED *	Winner of both Certificates of Appreciation for the category in the year	
3	<b>Best Operator Award</b>	1	Winner of Cash Prize award in any 2 out of 3 categories	Every Year
4	<b>Most Preferred Operator</b>	1	Winner of 2 consecutive Best Operator Awards	Every Two Years

\* The amounts are to be confirmed by the senior management of First Party

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**11 END OF AGREEMENT**

**APPENDIX I – CONSOLIDATED KPI SHEET (1<sup>ST</sup> YEAR)**

CATEGORY	AREA	Key Performance Indicator (KPI)	Targets
VEHICLE	Look & Feel	All advertisements on the outer body or inside the vehicle to be approved by FIRST PARTY	100 %
		No tears or damages on seat covers, floor mats upholstery, door trims, dashboard, roof linings, etc in the interior and no major dents and scratches on the exterior body of the vehicle	90 %
		Vehicle is clean from inside and outside without foul smell, dirt, articles left by previous passenger	90 %
	Safety & Security	Possession of valid comprehensive insurance cover of the vehicle at all times	100 %
		All safety related equipment is in working condition	100 %
	Convenience & Comfort	All equipment provided by FIRST PARTY is in perfect working condition and without any tampering or alteration	98 %
		Any factory installed equipment not creating any hazard or harm to environment e.g. emissions, etc	98 %
	DRIVER	Conduct & Behavior	Does not commit any serious offence with public, passengers, colleagues, inspection officers and police
Does not misuse the vehicle to seek personal monetary gains			100 %
Does not refuse or selectively pick up passengers waiting to hail a taxi			95 %
Cleanliness & Hygiene		Does not show disrespect to Dubai or UAE	95 %
		Maintains personal cleanliness including clean look, no unkempt hair, trimmed nails and no foul odor from self at any time	95 %
		Respects the environment and does not litter by eating, smoking or spitting in public areas.	100 %
Safety and Security		Taxi driver has a valid taxi driver permit at all times	100 %
		Possession of a valid medical fitness test certificate as prescribed by FIRST PARTY to avoid any transfer of medical condition to passengers	100 %
		Does not drive rashly and violate rules leading to endangering public lives or does not give indicators while changing lanes, picking passengers unsafely or hindering traffic	95 %
		Possess a driving record without a history of serious violations e.g. over speeding, jumping red-light, accidents, etc	100 %
		Comfortable in dealing with emergency situations e.g. puncture, accident, breakdown, etc	100 %

**APPENDIX I – CONSOLIDATED KPI SHEET (1<sup>ST</sup> YEAR)**

<b>CATEGORY</b>	<b>AREA</b>	<b>Key Performance Indicator (KPI)</b>	<b>Targets</b>
		Does not use mobile phone for long period while driving without the usage of hands free kit	95 %
	<b>Convenience and Comfort</b>	The driver can read, write and speak reasonably in English and/ or Arabic	100 %
		Prompt attempt to report a fault in the equipment provided by FIRST PARTY or lost item back to the office of the head-office	95 %
<b>OPERATION S/ SERVICE</b>	<b>Availability</b>	Availability of agreed number of vehicles	90 %
		Job Acceptance Rate (1 <sup>st</sup> driver given the job)	70 %
	<b>Safety &amp; Security</b>	No accident in journey	90 %
	<b>Reliability</b>	Complaint resolution and reporting in 3 working days	75 %

