



**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY**

**MATERIALS MANAGEMENT DIVISION**

**Powai, Mumbai 400076.**

Ref. No. (PR.1000040492)

Rfx No. 6100001783

**Subject: Providing Vehicle to IITB Team in 17 Cities of the State of Maharashtra**

**I. Service Requirement:**

- 1) There are a total of 17 cities in the IITB study viz. Pune, Aurangabad, Badlapur, Jalgaon, Jalna, Vasai-Virar, Ulhasnagar, Thane, Nashik, Akola, Amravati, Chandrapur, Kolhapur, Mumbai, Latur, Sangli and Solapur.
- 2) The contract should be on lumpsum basis and should not change over time. The prices are inclusive of all taxes and other charges such as Fuel Charges, Toll charges, Parking charges, Night Charges etc.
- 3) The contract shall be valid from July 2024 up to June 2025.

**II. Scope of Work:**

- 1) One vehicle (SUV) for carrying all the equipment and 1 vehicle (Sedan) for movement of team member is to be provided for IITB team per city per day for unlimited travel within the city.
- 2) Vehicles should be available for 24 hours.
- 3) Vehicle should remain at the disposal of the IITB team and near the place of boarding or the site, where they shall be working.
- 4) Overall, there are 17 locations, where vehicle shall drop starting from the place of lodging and back.
- 5) The Vehicle shall be either new or not older than 2 years.
- 6) At a stretch, vehicle shall be needed for 02 months.
- 7) Point number 6, shall be repeated 02 times i.e. once in winter, once in post monsoon and once in summer. In other words, arrangement shall be needed for a total of 06 months.

### **III. Payment Terms:**

Payment will be made on monthly basis and will be released after satisfactory performance to be certified by the Indentor / User.

### **IV. Other Terms and Conditions:**

- 1) All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
- 2) All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
- 3) All vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
- 4) All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- 5) The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
- 6) The contractor should ensure that the drivers of the vehicles deployed for departmental duty has sufficient money to meet the requirement of toll tax, parking fee, entry fee and other taxes, cost of fuel and minor repairs like puncture repair, changing fuses, bulbs etc. Drivers must be instructed not to ask any money from the users under any circumstances.
- 7) The service provider shall maintain a 24 x 7 helpdesk and share with the department the contact number of such helpdesk along with the numbers of all the drivers deployed under this contract.
- 8) The service provider shall submit to the department certified copies of RC books, comprehensive insurance policies as well as full details of drivers deployed, their addresses, and copies of their driving licenses.
- 9) Buyer shall notify service provider of any change in schedule of hired car(s).
- 10) The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.

- 11) The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
- 12) Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- 13) The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
- 14) During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.
- 15) Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- 16) Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location.
- 17) The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
- 18) The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
- 19) The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
- 20) The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
- 21) The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Compliance of all the applicable

Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.

- 22) The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
- 23) A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
- 24) The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- 25) The Service Provider will deploy experienced drivers having a valid driving license, knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
- 26) The bidder should submit a **self-declaration** to the effect in bidder's official letter head that their agency has **not been black listed** by any Agency whatsoever till date.
- 27) The Qualified Service Provider should **submit the Performance Security** for an amount of 3% of the contract value valid for a period of 1 year from the date of acceptance of the Service Order. If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit the Performance Security furnished by the Seller.
- 28) The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft shall attract penalty of Rs. 1,000/- per day.
- 29) Delay in arrival beyond 30 minutes shall attract penalty of Rs. 2,000/- per day.
- 30) In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover penalty of Rs. 5,000/- per day.

31) In case of noncompliance of the standards of the services to be provided as per this contract, the buyer reserves the right to levy such penalty. The penalty will be deducted from the payment.