



LIMITED RFP

INVITING PROPOSALS FOR AVAILING THE SERVICES
OF CAR HIRING AGENCIES/ COMPANIES

FOR PROVIDING CARS ON MONTHLY HIRE BASIS FOR SENIOR OFFICIALS

1. Scope of Services and detailed Terms and Conditions

(a) All the cars for the purpose of monthly hiring basis should be brand new cars **as per requirement and as per the models approved by SBIL. A brand new car** means and includes any car of the specified make / model purchased **first hand and owned by the vendor. Date of registration should be post date of Tender ie 01/01/2021.**

(b) The service provider shall **comply with all the rules and regulations relevant to supply and running of tourist taxis stipulated by RTO, Mumbai and other Government Authorities** from time to time. The service provider shall comply with all the local/ municipal laws and statutory rules as applicable and will indemnify SBIL against all actions, claims, suits etc. for non-compliance of laws.

(c) The working hours of the drivers should be as per the applicable legal provisions. However, **the service provider has to make available the services of the drivers not less than 12 (twelve) hours** a day without any extra charges. The overtime will be payable by SBIL only after / beyond 12 hours, depending upon the convenience of the executive. Only one allowance will be paid to the driver i.e. either overtime or night charges or outstation charges. If duty hours extend beyond 12 midnight only night charges will be paid.

(d) The service provider should have an office with telephone facility and contact point for 24 hours and the telephone/ mobile numbers of the concerned shall be given to the user official. In addition, the service provider should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning and a confirmation by SMS/ Whatsapp is sent to the user executive, every day. Drivers should be medically fit and their antecedents should be verified by the police.

(e) For convenience of driver/ services, the agency should ensure that **the appointed driver lives within the vicinity of Sr Official and his age should be greater than 30 years.**

(f) As the drivers are employees of the service provider concerned, they should comply with statutory and local laws and provisions relating to their employment with their service provider concerned. Service provider will be liable to pay the penalties/fine if any levied in case of any violation or non compliance of statutory and local laws and shall be liable to indemnify the same incase the company has to pay the same in peculiar circumstances. All applicable taxes inclusive of passenger tax, road tax and permit charges etc. will be borne by the service provider.

(g) **The drivers should have a valid driving license which should be produced by them as and when demanded by SBIL and / or Traffic / Govt. authorities.** The driver should be conversant with the routes and places in and around Mumbai. The renewal of the driving licenses will be the responsibility of the service provider. **The service provider should have all the relevant personal and family details of the drivers and police verification should be done and a copy of the report of all drivers should be submitted to SBIL.** In case of relief of a driver, the replacement driver should have proper proof of identification and / or deputation letter from the service provider.

- (h) **Rest room/change room or meals to the drivers will be the responsibility of the service provider.** The drivers will be the staff of the service provider and SBIL will not be responsible for violation of any rules / regulations in this regard. SBIL will not be responsible in any way for the driver's injury, disablement, or loss of life due to an accident while on duty.
- (i) The service provider shall change the driver, if not found suitable or desirable by the official and make immediate arrangements to provide a substitute. If the driver is unable to attend to duty or proceeds on leave for whatsoever reason, the service provider shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents verified by police and should also satisfy any other requirements in respect of the driver mentioned in this document.
- (j) **The driver should be provided with white uniforms with an emblem or the name of the service provider on the shirt's pocket, black leather shoes and a reliable mobile connection** for communication with the user executive and its capital/ recurring cost will be borne by the service provider.
- (k) The car must be kept clean and periodically serviced and should always be in good condition.
- (l) **During the COVID-19** like health risk in future, the daily disinfection of vehicle should be arranged by the vendor.
- (m) **Proper reading light** should be provided in the car if not already provided by the car manufacturing company.
- (n) **Sun screen film must be provided in every car** to protect from direct sun light within the permissible limits of RTO / Govt. In addition to the film, removable sun flaps to be provided for both rear windows.
- (o) The driver will comply with the orders given by the MS Team or any other responsible functionary of SBIL regarding safety and security when the car is in SBIL's premises.
- (p) **The service provider should maintain a record of the running of the car on a daily basis which should be authenticated by the user official concerned on the log sheet.** The driver should ensure that the log sheet, toll / parking receipts are signed on daily basis. If any of these receipts are not countersigned by the executive, SBIL will not pay those charges. Random checking by MS dept. will be carried out on the same.
- (q) **In case the car breaks down on the way, the service provider will have to pay taxi fare applicable for AC Taxi,** till suitable alternative arrangements are made. Further the service provider will arrange another car of similar specification till the car concerned is repaired/ replaced.
- (r) The service provider will **do suitable periodical maintenance to avoid break** downs. In case of failure to do so, SBIL reserves the right to impose penalty on the service provider. On repetition of such incident. SBIL may reject the car or terminate the contract of the service

provider. In the event of replacement of the vehicle provided for unavoidable reasons the authorized make/ model of car should be provided with prior intimation to the official for whom the car is engaged and in consultation with MS Department of SBIL.

(s) Whenever the user official so directs as per SBIL's extant rules the car will report and will be used in the general pool of SBIL till the validity of such period as desired by the official. The car provided to SBIL will be covered by comprehensive insurance at the cost of the service provider. SBIL shall not be responsible for any damage to the car and compensation to anyone in the event of injury/ disablement or loss of life as a result of accident.

(t) Parking of the car during the office hours will be arranged by the service provider at their cost within 1 kilometer radius from SBIL premises. No parking charges will be paid for parking the car at office / residence.

(u) Unless intimated otherwise, the present agreement will be initially be valid **for a period of 48 months (4 years) and lock-in period of one year** which will be reviewed every year and in case the services are found satisfactory, the arrangement may continue for a further period as decided by SBIL.

(v) SBIL reserves the right to **terminate this agreement** either in part or in full without assigning any reason **by giving 15 days notice** to the service provider concerned during the contract period of 48 months (4 years). No compensation whatsoever will be paid by SBIL to the service provider on such termination. If the termination for any valid reason happens in the middle of the month, pro rata hire charges shall be payable by SBIL to service provider.

(w) The agreement will be terminated without any prior notice if the service provider violates any of the terms and conditions of the agreement accepted by it at any stage of the contract.

(x) In case the service provider obtains **financial assistance from any institution** or organization, **SBIL will not be responsible/ liable** to meet the repayment of loan installments to the lender.

(y) Physical dent, paints or damage to the car due to any reason during the tenure of the contract should be rectified promptly by the service provider at his own cost so as to maintain decent look of the car during the hire period. Failure to comply would enable SBIL to reject such cars for any further period of the contract.

(z) **All the cars should be GPS enabled for direction / route map purpose.** In addition all the cars should be provided with the following accessories..

- Proper Reading light.
- Sun Screen film as approved by RTO.
- GPS enabled for direction/ route map.
- Full size floor mat. So as to cover entire floor
- Three cushions.
- Mobile charger
- Side and rear window sun shields.

- Tissue boxes.
- Car perfume.
- Full size umbrella.
- Window Sun shield

(aa) The service provider will also appoint dedicated Managers/ Supervisors who will visit the sites every day to monitor cars and drivers as surprise check and will be always available for executives in case of any requirement.

(bb) SBIL reserves the right to reject all or any one offer at its own discretion and without citing any reasons.

2. **Repairs and Maintenance** All repairs and maintenance will be the sole responsibility of the service provider. The service provider will have to ensure that the cars are periodically maintained and kept in good condition and road worthy.

3. **Fuel.** The fuel will be provided by the service provider. The use of oil or other consumables will also be provided by the service provider

- Request for fuel revision will be entertained and compensated only if the prices of **fuel increases beyond 15%** from the date of commencement of contract. . Also, in case fuel prices fall below 15% of quoted price, the same benefit will be passed on to SBI Life. Every 15% increase or decrease from subsequent month in fuel prices will lead to a corresponding **5% increase or decrease in quoted prices from subsequent month**. The revision of fuel will be effective from subsequent month only on provision of adequate document proof.

4. **Penalty.** SBIL will impose penalties for the evidenced deviations of the terms of the contract in the below cases, the decision of the SBIL will be final and binding on the contractor.

- In case the car does not arrive at agreed point on time the proportionate charges will be deducted from the agency. (from the monthly bill).
- Any instance of deficiency of services like non availability of vehicle/ driver in time for senior officials, vehicle cleaning issues, driver grooming issue will be penalized by Rs 500/- per instance and will be deducted from monthly bill.

5. **Contract Period** The agreement will be for a period of **4 (Four) years and lock-in period of one year** with effect from the date of commencement of the hiring of the car. Renewal of the agreement will be at the sole discretion of SBIL for such period as may be deemed fit.

6. **Payment Terms** It will be ensured that the bills will get settled within 30 days from the date of submission. The payment will be made through NEFT.

7. Arbitration

- (a) Any dispute or difference whatsoever arising between the parties out of the contract or the validity or breach thereof, first an attempt shall be made to mutually settle the same amicably. If, however, the said settlement is not possible it shall thereafter be referred to a Sole Arbitrator.
- (b) The venue of the said arbitration shall be at Mumbai, and the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The award of the arbitrator shall be final and binding upon both the parties.

8. Termination Clause SBIL reserves the right to terminate the Hire agreement for any reason at its absolute discretion including but not limited to the following:

- (a) If the service provider is adjudicated insolvent by a Competent Court or files for insolvency or, if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
- (b) If the service provider commits any breach of the terms of this hire agreement/ tender document.
- (c) If any charge sheet is filed by a competent authority of the Government against the service provider, or the service provider is convicted by a criminal court on grounds of moral turpitude.
- (d) If the service provider is involved in wrongful billing. In addition wrongful billing shall also result in the service provider being debarred from participating in any other tender of SBIL.
- (e) If the engagement is not in the interest of SBIL or SBIL no more requires any such service.
- (f) In case of misbehavior by driver or the supervisor staff of the service provider, such drivers or supervisors staff will have to be removed from service. The service provider will have to ensure that such drivers do not get employment with other car service providers dealing with SBIL.
- (g) It is clearly understood by the service provider that if a charge sheet is filed by any competent authority of the Government against it the service provider is obliged to notify SBIL within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for services rendered after the date of the filing of the charge sheet.
- (h) If there is a change in the name of the Service provider arising out of:
 - (i) merging with some other company or
 - (ii) collaboration with some other company or

(iii) for any other reason or, if any changes take place in the proprietorship or partnership of the service provider, SBIL should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and SBIL may terminate the hire agreement as may be deemed necessary, Whatever be the reason of changes, the subject hire agreement would be terminated unless the new company/entity accepts the hire agreement at the same rates, terms and conditions laid down herein. The service provider shall refund the excess money paid if any, to them for the term for which the agreement / arrangement has run.

9. **Bidding.** The bidder has to submit a quote as per the format provided in **Annexure A** and competence inputs as per **Annexure B** by 10/12/ 2020.

Commercial BID

Annexure-A

Particulars	Quote and Charges by Bidder (in Rs)		
On Road Price Band	15-16 Lacs	16-17 Lacs	17-18 Lacs
Monthly Fixed Charges (To be quoted by the vendor)			
Permit	Tourist/ Commercial		
Monthly Fixed Km	2000 Kms		
Fuel expenses & mileage (over 2000 kms)	10 kms/ ltr will be paid extra as per actual		
Fixed hrs duty per day	12 hrs		
Over time (OT) rate beyond 12 hrs	100/- per hour		
Sunday/ National holiday duty charges	500/- per day		
Night allowance beyond midnight.	500/-		
Outstation allowance per day if travel beyond Virar, Kalyan or Panvel. (however only one charges will be paid to driver ie (OT/ night charges/ outstation charges).	950/-		
Toll and parking as actual.	-		

Bidder
Signature & Stamp

Date-

Technical Details/ BID

Sr	Particulars
1	Company Details (Pvt Ltd/Proprietary Firm etc) Pl attach Registration/ Incorporation document
2	Experience (Years in the Field of Transport/ Travel) (Pl attach Registration/ Incorporation document)
3	Size of Fleet owned. (Kindly submit/ attach declaration)
4	Business References (Stamped & Signed reference/ satisfactory service letter of client)(At least 3)

Bidder
Signature & Stamp

Date-