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|  | APPROVED:  CEO  Rosatom South Asia  Marketing (India) Pvt. Ltd.  \_\_\_\_\_\_\_\_\_\_ / A. Shevlyakov  « » \_\_\_\_\_\_\_ 2018 |
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Terms of Reference

Contract Tendered:

Drive Service for Rosatom South Asia Marketing (India) Pvt. Ltd.

Mumbai

2018

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# SECTION 1. SERVICE

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| The Drive Service to Rosatom South Asia Marketing (India) Pvt. Ltd. (hereinafter the Customer) |

# SECTION 2. SERVICE DETAILS

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| Subsection 2.1 Scope of the Service |
| The Contractor shall provide the Customer with 2 (two) cars and assign corporate drivers to render the Drive Service to the Customer according to Appendix 1 to the Terms of Reference. |
| Subsection 2.2 Description of the Service |
| 2.2.1. The Drive Service to be provided to the Customer’s managers and employees.  2.2.2 The car configuration is as given in Appendix 2 to the Terms of Reference. |
| Subsection 2.3 The Service part or share in the general scope |
| 2.3.1 The Service period: 2 (two) years from the date of Contract for the Services signed.  2.3.2 The part of the Contractor’s Service for the report period is given in Appendix 1 and 2 to the Terms of Reference. |
| Subsection 2.4 Area of the Service |
| 2.4.1. The Drive Service to the Customer’s employees in the city of Mumbai. |

# SECTION 3. SERVICE REQUIREMENTS

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| Subsection 3.1 General |
| 3.1.1 Any vehicles provided to the Customer are to be registered and insured according to the applicable Indian law.  3.1.2 The configuration of the main vehicles (see 2.2.2) is not to be lesser than the configuration given in Appendix 1 and 2 to these Terms of Reference.  3.1.3 The vehicles provided for the Service are to be in good condition to the satisfaction of the managers/employees of the customer and comply with the requirements of local legislation in respect to the technical conditions of the vehicles.  3.1.4 To satisfy the Item 3.1.3 of the Section the vehicles are to pass an annual inspection which is to be confirmed by a corresponding inspection report; and scheduled maintenance and repairs at specialist car-care stations, all spare parts used for maintenance and repairs are to correspond to the manufacturer’s requirements, all related expenses are to be covered by the Contractor; seasonal services (if required) at specialist car-care stations to be covered by the Contractor.  3.1.5 The vehicle windows are to be tinted and comply with the requirements of local legislation requirements.  3.1.6 The vehicles are to be duly insured with authorized insurance company.  3.1.7 The vehicle is to be equipped with a first aid kit, fire extinguisher, warning triangle, tow ropes, a spare wheel or space saver wheel, or puncture repair kit, and a jack, wheel wrench and other tools of the manufacturer kit.  3.1.8 The Consumer does not bear any responsibility in the event of an accident. The Contractor shall ensure the corporate specialist infield support in the case of an accident. The specialist is to participate in the procedure of the issuance of the due documents providing the basis for any further damage recovery (including damage to property, passengers’ injury or death) if such authorities are included in the driver’s license.  3.1.9 All cars (or drivers) must have access to the GPS or equal navigation system with the function of monitoring the route and performances. The Contractor shall provide its drivers with mobile communication devices with such a limit that would provide for continuous 24-hour communications with passengers, secretaries or responsible representatives of the Customer, including incoming and outgoing calls. The Contractor is responsible for any costs and expenses related to its driver’s mobile communications.  3.1.10 The Contractor shall be responsible for any expenses in connection to the use of the vehicle including the following: fuel, scheduled maintenance, minor and major repairs, lubricants and any other consumables, as well as washing and any other routine services.  3.4.10.1 The Contractor shall cover parking costs (beyond the included cost in the quote for 240 hours of parking for 24 months) in the case of parking in paid parking zones when providing the Service.  3.1.10.2 The Service cost also includes toll road expenses. (beyond the included cost of 120 toll point payments within the region of Mumbai for 24 months) according to the Item 2.4.1.  3.1.11 The Contractor shall ensure the recording of the vehicle trips with the issuance and updating of corresponding travel orders (and/or other documents according to the law), fuel consumption per vehicle, consumables and other operation expenses. The Contractor shall ensure that the Customer can have access to the vehicle trip reports and expense reports by request of the Customer.  3.1.12 The Contractor shall ensure the due visual appearance of the vehicle (including wash of the vehicle interior and trunk) as may be required but no less than once a day, and the detailing no less than once a month (including the interior and trunk).  3.1.13 The Contractor shall provide a similar vehicle if and when required (in the case of the vehicle maintenance according to the requirements of the manufacturer, and repairs or vehicle bodyworks). In the case of the vehicle failure, accident or any other emergency, the Contractor shall provide a similar vehicle to prevent service interruption for more than 60 minutes in the city of Mumbai.  3.1.14 For the purposes of the day-to-day interactions with the Customer, the Contractor shall have a call point in its office (or garage, car fleet facility) available for 24 hours and provide the operator with mobile communication means and appliances. |
| Subsection 3.2 Quality |
| 3.2.1The drivers are to follow access and internal rules when driving to (entering) the Customer’s premises and stationing there.  3.2.2 The Service is to be provided by the Contractor’s corporate or outsourced drivers. If required, the Contractor may replace a driver by approval of the Customer within three business days after a corresponding request is made by the Customer or Contractor.  3.2.3 The Contractor shall ensure the car availability at the Customer’s location or at any other place by the Customer’s preliminary notification to the Contractor.  3.2.5 The Contractor shall provide the Customer with the vehicles that the Contractor owns or possesses on any other legal basis.  3.2.6. Requirements for the drivers:  - when on duty, the drivers shall follow the Customer’s instructions in part of commercial use of vehicles as set up by the Terms of Reference;  - the drivers shall take all measures to ensure passengers safety and be skilled in minor repairs (wheel change, jump-start);  - the driver shall ensure due visual appearance and cleanliness of the vehicle (including the car body, interior and trunk; and also ensure that the vehicle is free from any mechanical damages);  - leave periods and replacements of the drivers are to be agreed upon with the Customer;  - when on duty the drivers are to provide passengers with the information on the route and estimated time of arrival, passenger safety rules and emergency actions, availability of a fire extinguisher and first aid kit as well as the rules of their use, rules of communication with the driver and the Contractor’s officials, if required. |
| Subsection 3.4 Confidentiality |
| 3.4.1. Specify the requirements |
| Subsection 3.5 Safety of the Service |
| The Contractor shall:  3.5.1 Strictly comply with the Indian law on traffic safety. |
| Subsection 3.6 Training |
| Not applicable |

# SECTION 4. PROOF OF SERVICE

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| Subsection 4.1 Description |
| 4.1.1 A travel order completion is to be confirmed by the corresponding note on the back side of the travel order sheet signed by the Customer’s representative who has used the Drive Service.  4.1.2 The Service quality is to be evaluated by the Customer’s representative. In the case of any complaints about the Service quality, the Customer’s representative is to inform the Contractor on such complaints by phone or by e-mail. The Contractor shall take all necessary measures to immediately settle any quality complaints by request of the Customer.  4.1.3 The Service shall be considered completed upon the Customer’s signing of the Service acceptance certificate and Service register with the vehicle itemization. The Service acceptance certificate is to contain the mandatory document details according to Appendix 1 and 2 to the Terms of Reference. |
| Subsection 4.2 Acceptance of the Service |
| 4.2.1. All service-related documents (an acceptance certificate and tax invoice) are to be drawn up in English.  4.2.2. The Contractor will provide the Customer with the original invoice, tax invoice, the Service acceptance certificate, the Service register with vehicle itemization within the first 5 working day following the report period. Upon receipt of the documents as indicated in this item above, the Customer shall follow all required procedures and make settlements within 5 working days under the corresponding service contract. |
| Subsection 4.3 Deliverables |
| 4.3.1 The parties shall issue and sign an acceptance certificate on a monthly basis. |

# SECTION 5. TECHNICAL INSTRUCTIONS

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| Not applicable |

# SECTION 6. APPENDIXES

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Appendix 1

To the Terms of Reference

## Schedule of the Customer’s vehicles including working time schedule and distance covered

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| --- | --- | --- | --- | --- | --- | --- |
| Item No | Vehicle category, type | Quantity of cars | Manufacture year of the vehicle | Distance covered by the date of rent,  (km)  Maximum | Projected Scope of the Service | |
|  | Working schedule (shifts) | Maximum distance covered for a month (km) |
| 1. | Executive car (Toyota Camry, Hyundai I40 or an equivalent) | 1 | Not earlier than 2016 | 10 000 | a shift and a half -  from 9 a.m. till 21 a.m. 1 | 5 000 |
| 2. | Medium car (Honda City or an equivalent) | 1 | Not earlier than 2015 | 10 000 | pick up and drop off 2 | NA |
| Total: | | 2 | - | - | - | - |

1 - A shift and a half pattern (1 driver - 1 car) means a week of five working days from Monday till Friday of 12 hours each, though not exceeding 8 hours of driving a day; and two days off which are Saturday and Sunday (including public holidays). Lunch time: 1 hour.

2 – Pick up the employees of the Customer from his/her apartment in the morning between 9 a.m. – 10.00 a.m., transfer to the office of the Customer. Pick up the employees of the Customer from the Customer’s office in the evening between 06:00 p.m. – 08:00 p.m. and transfer to his/her apartment. The service is applicable for a week of five working days from Monday till Friday and two days off which are Saturday and Sunday (including public holidays).

Appendix 2

To the Terms of Reference

# CONFIGURATION

# of the vehicles according to the Appendix No. 1

1. Personal executive car (Toyota Camry, Hyundai I40 **or an equivalent**)

Body style: sedan

Drive: all-wheel drive, front drive or rear drive.

Engine: petroleum or diesel.

Engine power: not exceeding 200 hp.

Emission standard: according to the current Indian legislation applicable in the area of using the vehicle.

Color: light-toned

Configuration: air conditioner or zone air control; safety system according to modern approved standards applied to the business class vehicles.

1. Medium car (Honda City or an equivalent)

Body style: sedan

Drive: all-wheel drive, front drive or rear drive.

Engine: petroleum or diesel or gas.

Engine power: not exceeding 160 hp.

Emission standard: according to the current Indian legislation applicable in the area of using the vehicle.

Color: light-toned

Configuration: air conditioner or zone air control; safety system according to modern approved standards applied to the relevant class vehicles.