

Sun Petrochemicals Private Limited

Commercial & Supply Chain Management

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Andheri (E), Mumbai – 400072, Maharashtra [INDIA]
CIN: U4219GJ1995PTC028519

Ref. No: SunPetro/Gujarat fields/EV/2022-23/SPPL-136

Date: 13-02-2023

REQUEST FOR QUOTATION [RFQ] / TENDER / INQUIRY

Sub: Request for Quotation (RFQ) for Hiring of Electric Vehicles for Bhaskar & Hazira Fields, Gujarat.

RFQ/Tender No.: SunPetro/Gujarat fields/EV/2022-23/SPPL-136

Dear Sir /Madam,

Sun Petrochemicals Private Limited (hereinafter also referred as “**SunPetro**”), is pleased to issue this RFQ to submit your offer /bid for the provision of “**Hiring of Electric Vehicles (EV) for Bhaskar & Hazira Field in Gujarat**” in accordance with the requirements detailed herein, under **SINGLE STAGE BIDDING SYSTEM**. Upon requirement, Electric Vehicles may be used in any other fields in Gujarat.

Salient features of the Tender are described as follows:

- 1. Scope of Work / Service & Responsibility Matrix**
As described at ANNEXURE- A and ANNEXURE-B
- 2. Price Schedule Format**
As attached at ANNEXURE- C
- 3. Terms & Condition of Work Order**
As described at ANNEXURE-D
- 4. Validity of Bid**
30 calendar days from the due date of tender submission.
- 5. Mobilization Period**
Within 1 week or as per LOA / Intimation by Company for Monthly hire Vehicle. For Callout as per Scope of Work.
- 6. Duration of Service**
Three years with provision of extension upto 1 year more at SunPetro’s discretion
- 7. Due Date & Time of Submission of Bid**
06-03-2023 at 15:00hrs. IST.
- 8. Qualifying Criteria of the bidder**
The bidder should have experience of at least 3 years in the car/taxi hire services to the Government/ Private Companies.
- 9. The following documents should be enclosed along with the quotation:**
 - i. Name of the firm/status of the firm (attach copy of Deeds/Articles of Association/Memorandum of Association, whichever applicable).
 - ii. Copy of Registration No. of the firm with date and validity under Shops/Establishment Act.
 - iii. Copy of Income Tax Assessment for the last three years.
 - iv. Firm’s Income Tax PAN No. and Goods & Service Tax No (A copy thereof may be attached).
 - v. Proof of past performance/ contract /work order of last 3 years.
- 10. Quotations received after the stipulated closing date & time are liable to be rejected.**

11. Confirmation of Acceptance of Terms & Conditions

Bidder to confirm acceptance of all terms & conditions of this RFQ and should submit their offer, accordingly, failing which the bid shall be liable for rejection.

12. Splitting of work

The Company shall have a Right to split/divide the work between two or more bidders at its sole discretion.

SunPetro looks forward to receiving your bid complete in all respect on due date and time of submission of bid.

Regards,

Nihit Jain

Head-Commercial & SCM

SCOPE OF WORK / SERVICE

Requirement for Hiring of Electric Vehicle (EV) -Tata Nexon EV Max for use by the Company personnel is as under:

- Bhaskar Field - 3 Nos.
- Hazira Field - 2 Nos.

Electric Vehicle(s) is to be used for min. 26 days in a month up to a maximum of 3000 Km in a month.

Contractor to provide 'TATA Nexon EV Max' brand new which will be parked at designated location of SunPetro facility for movement of company personnel.

1. Vehicle charging point shall be provided by SunPetro within premises at designated location at free of cost.
2. The vehicle shall be provided on any day including Saturday, Sunday, and Holidays, if required by the Service receiver.
3. The Service Provider should have arrangements for establishing contact round the clock service.
4. Zero based mileage i.e., mileage starting and ending at/from duty or drop off location shall be adopted for the purposes of calculating the kilometres.
5. The vehicle should be registered with the concerned authority of the State Government and should meet all requirements of law.
6. The Service Provider should have adequate number of telephone/mobile connection for contact round the clock.
7. The Service Provider has to furnish to a certified copy of RC book and comprehensive insurance policy. In case of breakdown of any vehicle during official duty, it shall be responsibility of the Service Provider to provide a substitute the vehicle, which is similar or better, as replacement immediately. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Service Provider. SunPetro shall have no liability whatsoever.
8. The vehicle provided should comply with laws in force in India.
The driver should have valid driving license and comply with all the relevant laws in force, and he should be adequately experienced, and maintain decency, politeness, neat dressed and have good habits.
9. The service provider must bear all charges viz. charges of driver, repairs and parking, maintenance of vehicles. Insurance, toll tax (Fast Tag), all taxes as per Motor Vehicle Act/ State Government/Central Government, cost of any other incidental expenses in running and maintenance of the vehicles and any penalty, fine etc levied. **However, toll tax will be reimbursed as per actual.**
10. The driver should be equipped with a functional smart mobile phone at the Service Provider's cost, for contact purposes. Driver should be well versed with the routes and locations in Anand, Vadodara, Mehsana, and Ahmedabad Dist. of Gujarat. Driver/Service provider shall maintain logbook with vehicle indicating the day to day running mileage in format as per SunPetro's instructions and logbook shall be submitted to the concerned officer regularly for scrutiny.

11. Once hired, the vehicle will not be used for any other purpose and the vehicle and driver will work under the overall supervision of the SunPetro.
12. The SunPetro shall provide arrangements for parking the vehicle at CPF and other locations. SunPetro shall have liberty to direct the service provider to park the vehicle at any other premises whenever required.
13. In order to ensure day to day functionality of Service receiver, once hired, service provider shall not keep changing or rotating vehicle and driver, except if the Service Receiver so indicates in case of any eventuality or unsuitability.
14. The Service Provider will comply with labour laws in force and all liabilities in this connection will be of service provider.
15. If the contract is awarded, the Service Provider will provide SunPetro, the complete details of vehicles., certified copies of the RC books, comprehensive insurance policies as well as full details of deployed driver, his address and copy of his driving license.
16. SunPetro shall not be responsible, financially, or otherwise for any injury to the vehicle or driver or person deployed by the service provider during the course of hire.
17. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider.
18. The service provider shall undertake to indemnify SunPetro against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member or the public or any person or in executing the work or otherwise and against all claims and demand thereof.
19. In the event of the hired vehicle developing snags, the service provider will ensure that a replacement vehicle is provided on priority and in case of failure to make alternative arrangement, SunPetro will be at liberty to hire other vehicle and the cost incurred on account of such hiring shall be at the expense of the service provider.
20. Car Registration must be name of the vendor. Minimum 50% vehicle to be in the name of the vendor.
21. Penalty due to Deviation / Non-confirmative / Violation Penalty / Incident. Driver not wearing Uniform / PPE/ not arrange from contractor. - Rs. 500 /-
22. SunPetro reserves the right to charge penalty, Rs.500 per hour of delay for non-provision of vehicle in time and Rs.500 per instance of misbehaviour of driver. A penalty of Rs.500/-per day may also be levied if vehicle provided fails to meet above terms & conditions on any day.

GENERAL TERMS & CONDITIONS:

1. The rate quoted should be for a commercially registered vehicle that is new and without any accident history, in excellent and neat exterior, interior and running condition and the same should also be maintained during period of hire.
2. The Service Providers should be registered with the GST Department. GST will not be reimbursed, if the Service Provider fails to produce proof of payment of GST.
3. The billing will be done on monthly basis and bills to be submitted in duplicate by the 5th of the succeeding month.

4. The liability of the Service Receiver is limited to the contract value only. The Service Provider shall be bound to carry out the instructions of the SunPetro as well as that of the competent officer/s to whom the vehicle is assigned.
5. Any matter during the period of this agreement which not been specifically covered by this agreement, shall be decided by SunPetro whose decision shall be final and conclusive.

Technical Specification of the Vehicles

1. SunPetro intends to hire Electric vehicles of the following models:

- a. Make: TATA
- b. Model Name: Nexon EV Max
- c. Version: XZ Plus 7.2 KW Fast Charger

2. Brand-new vehicle with drivers available round the clock.

The vehicle should have valid registration certificate, full comprehensive insurance to cover their party and the occupants, fitness certificate, P.U.C., Road Tax Permit etc. and any other relevant permits/licenses essentially required by R.T.O. and other statutory bodies for the operations of the cars and must be revalidated before the expiry of the due date during the tenure of the contract period.

RESPONSIBILITY MATRIX

Sl. No	Description	SunPetro	Contractor	Remarks, agreeable or not (Y/N)
1.	Vehicle Permit & compliance requirement	x	√	
2.	Vehicle Insurance	x	√	
3.	Vehicle Maintenance	x	√	
4.	Penalty due to Traffic Violation or any other violation	x	√	
5.	Vehicle breakdown & Providing alternative Vehicle	x	√	
6.	Road Accident & intimation to local Police	x	√	
7.	Providing Qualified & experienced Driver	x	√	
8.	Parking area within Central Processing Facility (CPF) Bhaskar or Hazira Plant at Hazira	√	x	
9.	Charging point and electricity	√	x	
10.	Charging point and electricity when vehicle goes out for maintenance or any other requirement of vendor	x	√	
11.	Electricity charges when vehicle being used by SunPetro and is charged at third party charging point	√	x	

PRICE SCHEDULE FORMAT

SOR for EV Vehicle Deployment in Bhaskar & Hazira field

Charges for vehicle deployed at CPF Bhaskar & Hazira Facility

Sr. No.	Location	Vehicle Type	No of Vehicle	Regular Monthly Deployment			Halt Charge	Out Station Charge
				Fixed Km per Month	Fixed Rate Per Month (INR)	Km Rate beyond Fixed Km / month	Per Night (INR)	Per Day (INR)
1	Bhaskar	TATA Nexon EV Max	3	3000				
2	Hazira	TATA Nexon EV Max	2	3000				

Notes:

1. The quoted rates shall be inclusive of all taxes except GST which will be paid extra. Estimated Quantity mentioned are indicative and for evaluation purpose. Payment will be done on actual vehicle deployed.
2. TDS, if applicable, will be deducted at the time of releasing the payment.
3. All statutory requirements and all taxes as applicable for providing vehicle services should be included in the rates by the bidder while quoting their rates.
4. There will not be any other charges payable by SunPetro other than the rate quoted.
5. Payment shall be made on pro-rata basis as per calendar month.
6. When deployed for SunPetro's use, Expenses incurred at third party charging location shall be reimbursed as per actuals on production of bill by vendor.
7. The Contractor shall pay toll tax and parking charges, as may be levied by any agency, local bodies, Government etc. in respect of vehicles deployed. The expenditure on these account will be reimbursed by SunPetro on submission of original cash memos along with monthly bills.
8. The quoted rates shall be inclusive of driver, insurance, all other charges as applicable. SunPetro will only pay monthly / callout rates as quoted. No other charges, taxes, shall be payable except as mentioned in point no. 6 above.
9. To & fro charges for monthly vehicle shall be paid from SunPetro's designated location from Anand for Bhaskar Field and Surat for Hazira Field. Exact location shall be communicated before LOA. The time and mileage would be calculated accordingly.
10. Call out vehicle shall be paid from pickup point to drop point nearest city centre in Ahmedabad, Gandhinagar or Mehsana as per call and will be mutually agreed on award.
11. The payment to the Contractor will be made after completion of one month on submission of pre-receipted bill(s) duly supported by duty slip(s)/log sheet(s) duly signed by concerned officers.
12. In case of non-availability of vehicle or provided vehicle not meeting requirement as per specification mentioned in the RFQ, payment shall not be for said period.
13. Bills should be immediately submitted by the Contractor after completion of the calendar month.
14. The rates quoted in the quotation shall remain fixed for Three (3) years plus 1 year.
15. Contractor shall deploy vehicles on Call out basis within 6 hours' notice period. In case of non-availability of vehicle with contractor, they will inform SunPetro at least 3 hours of deployment time requested by SunPetro to make alternate arrangement failing which Penalty shall be imposed on the contractor.
16. Contractor has to provide replacement vehicle (within 1 hour) of same or higher condition and model in case of breakdown.
17. The suitable deduction shall be made from the Monthly bill for under performance as per Performance Measurement chart ANNEXURE-E.

ANNEXURE –D

TERMS & CONDITIONS OF WORK ORDER

1. The above work should be carried under the supervision and direction of the “Installation/Mines Manager”, or any other person designated by the SunPetro.
2. **Scope of Service:**
As per Annexure –A attached.
3. **Term of Service**
This work order is valid for Three (3) years from _____ 2023 with provision of extension upto 1 year more at SunPetro’s discretion of the company, at the same rates, terms and conditions. SunPetro reserves right to utilize Contract in any other fields in Gujarat, if required.
4. **Schedule of Rate**
The Price Schedule is attached at ANNEXURE-C.
5. **Payment**
 - 5.1. Payment will be made for actual utilisation and number of vehicles. SunPetro will certify the invoice. Contractor is also required to maintain the daily logbook which is required to be approved daily by SunPetro’s representative.
 - 5.2. Within 15 days after submission of correctly rendered and SunPetro approved invoices.
6. **Statutory Requirement**
 - 6.1. Any of the statutory requirements shall purely be in the Contractor’s account.
 - 6.2. Contractor also warrants & undertakes that he shall be responsible for the manpower deployed and for all statutory as well other legal compliance such as wages, salaries, provident fund, medical, ESIC, payment of bonus, workmen compensation, insurance etc. SunPetro shall not be responsible for any default even during or either after the expiry of this Work Order.
 - 6.3. Contractor has also to secure all the insurances of the Drivers to be deployed.
7. **Liability and Indemnity**
Contractor also undertakes to keep vigil/guard of all the SunPetro’s material left inside vehicle. Any theft/loss of the SunPetro’s equipment/tools/any other tangible from the vehicle will purely to be in Contractor’s account and recovered from them or shall be compensated by them to the SunPetro and the same must be reported to SunPetro and to the local law enforcement agency. Contractor also indemnifies SunPetro that its affiliates, directors, employees from all such incidences and shall be solely responsible.
8. **Permits and Instructions**
Contractor shall obtain all requisite permits and approvals under Applicable Law for the performance of the Scope of Service. In the event of Contractor receiving instructions from SunPetro to stop Services, Contractor shall comply with the same with immediate effect.
9. **Applicable Law**
All questions, disputes or differences arising under, out of or in connection with this Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the jurisdiction of the Courts in Ahmedabad / Mumbai, India.
10. **Confidentiality**
The Contractor shall hold the information confidential and shall not divulge or disclose the information or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall

have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may be imposed.

11. Liquidated Damage

Pre-estimated agreed compensation to loss due to non-performance in the form of liquidated damage (LD), not in the way of penalty, shall be applicable for non-availability of Vehicle as detailed below :

In case of failure of the Contractor in providing the Vehicle (as demanded) on account of any defect / fault / breakdown / not-reporting, then Contractor shall avail his resources & shall provide alternative Vehicle of same type. If Contractor fails to provide alternative, LD shall be imposed and recovered from the contractor's bills without any notice as under:

Alternative arrangement shall be made by SunPetro for the vehicle at the Risk & cost of the Contractor and the difference amount so incurred plus 10% administrative charges shall be recovered from the Contractor's bills/outstanding/PBG.

12. Milometer defective

- I. The milometer of the Vehicle must remain in workable condition for all the time.
- II. In case any defect develops or if any defect is detected and pointed out by the authorized officer, the contractor shall immediately repair the milometer, failing which the kilometres certified by the authorized officer shall be taken into account.

13. Termination of Work Order

- 13.1. Unless otherwise agreed by SunPetro, the work order shall be terminated upon expiry of the Term of the Service.
- 13.2. Non-mobilization of the experienced Driver and suitable vehicle as per the requirement of the SunPetro will lead to termination of the contract at SunPetro's discretion.
- 13.3. Non-obedience, laziness, untidiness, irregularity, unauthorized absence of the Driver personnel will lead to termination of work order at discretion of the SunPetro.
- 13.4. However, SunPetro at its discretion may exercise its option to cancel work order any time, without assigning any reason what so ever, giving 15 days' notice.
- 13.5. The Contractor shall be paid for the service successfully rendered and certified by SunPetro's Representative.

14. Non-Exclusive Work Order

This work order is non-exclusive and SunPetro reserves the right to engage other contractors to perform similar or identical work. Contractor shall afford such other contractors' adequate opportunity to carry out their agreements and shall accomplish the work in co-operation with those contractors and with SunPetro.

15. Performance Bank Guarantee:

Within Fifteen (15) days of the issue of Letter of Intent/ award, the Contractor shall present to the Company a Performance Bond / Bank Guarantee (As per format in accordance to Attachment -1) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

The Performance Bank Guarantee shall be of 10% of one year estimated contract value and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the Contractor does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the right to cancel the award of LOI / LOA.

Company shall not be liable to pay any Bank Charges, Commissions or Interest on the amount of Performance Bank Guarantee. The performance bond provided by the Contractor is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Contractor by virtue of this Contract and are not intended to be used as a penalty.

Without prejudice to its other rights under the Contract or at law, Company shall be entitled to forfeit the performance bond, should the Contractor fail to perform the Services in accordance with the provisions of the Contract or fail to comply with the provisions of this Contract. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Contract / Contract including recovery of amounts due to the Company from the Contractor arising out of this Contract under whatever head.

Company reserves the right to invoke the performance bank guarantee for any of the following reasons including but without limitation to:

- Failure of contractor to start/commence the work as per LOA/LOI/Contract
- If Contractor fails to perform as per the terms and conditions of the contract.
- If contractor fails to perform as per prescribed scope of work.
- If contractor fails to work in work man like manner.
- If tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of contract.

Sun Petro will accept the bank guarantee from all public sector banks in India or any of the banks listed in the Attachment -2.

16. SPECIAL CONDITION OF THE CONTRACT

1. The rate quoted should be for a commercially registered vehicle that is new and without any accident history, in excellent and neat exterior, interior and running condition and the same should also be maintained during period of hire.
2. The Service Providers should be registered with the GST Department. GST will not be reimbursed, if the Service Provider fails to produce proof of payment of GST.
3. The billing will be done on monthly basis and bills to be submitted in duplicate by the 5th of the succeeding month.
4. The liability of the Service Receiver is limited to the contract value only. The Service Provider shall be bound to carry out the instructions of the SunPetro as well as that of the competent officer/s to whom the vehicle is assigned.
5. Any matter during the period of this agreement which not been specifically covered by this agreement, shall be decided by SunPetro whose decision shall be final and conclusive.

PERFORMANCE MEASUREMENT

Time is of essence of all activities under the contract and Contractor shall be penalized / rewarded based on the performance during the operations using the following mapping parameters.

Incentive will be given if Contractor scores 100% marks. However, penalty shall be imposed if the overall score is below 90%. This is to be agreed with mutual consent of Company and Contractor post award of contract.

Sr. No.	Performance Indicator	% Weightage	Measurement Indices	Score Out of 100
1	Timely reporting of vehicle at site	30	0 or 100	
2	Zero breakdown while on duty	10	0 or 100	
3	Replacement of vehicle within 2 hours during emergency	10	0 or 100	
4	Availability of certificates	20	0 or 100	
5	No drunk driving	30	0 or 100	
Total		100 %		

Penalties:

Performance shall be evaluated on a Monthly Basis. Penalty shall be imposed if the overall performance is below < 90 %.

Penalty due to Deviation / Non-confirmative / Violation Penalty / Incident

1. Driver found under influence of Alcohol / Drug Rs. 500 /-
2. Vehicle reported late more than. ≥ 1 hr < 2hr. Rs. 500 /-
3. Vehicle reported late more than. ≥ 2 hr Rs.1000/-
4. Vehicle Breakdown, alternative Vehicle not provided within 2 hr. Rs. 500 /-
5. Driver misconduct Rs. 500 /-
6. Performance Index < 90 % Rs. 1000 /-
7. AC not working / non-AC car – Rs 500 per day.

PROFORMA OF PERFORMANCE BANK GUARANTEE

TO: Sun Petrochemicals Private Limited, a Company incorporated under Company's Law 1956 and having its office at 8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai Andheri (E), Mumbai – 400072, Maharashtra [INDIA]. (hereinafter referred to as "**Company**").

WHEREAS:

- (1) By an Contract / Letter of Award (LOA) for _____ (here in after referred to as the "**Contract / LOA**") between _____ hereinafter referred to as the ("**Contractor**") of the one part and Company of the other part, the Supplier agrees to perform the Work in accordance with the Contract.
- (2) In response to the request made by Supplier, we (Name of Banker:) _____ (hereinafter referred to as the "**Guarantor**") hereby irrevocably and unconditionally guarantee in favour of Company , the payment of amounts (without any withholding, deduction or set off) upto _____ (Rupees _____) being 10% of the estimated / Annualized Contract value, as guarantee for the obligations of the Supplier to perform the Work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Supplier or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
- (3) We shall not be discharged or released from this Guarantee by any waiver, modification, Contract made between the Supplier and Company with or without our consent or by any alteration in the obligations undertaken by the Supplier or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Supplier.
- (4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the Contract.

We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assignable by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Supplier but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

IN WITNESS where of this Guarantee has been duly executed by GUARANTOR the _____ day of _____ 202__ or and on behalf of (_____).

Name : _____
Designation : _____
Banker's Seal : _____
Address : _____

LIST OF APPROVED BANKS

Guarantee issued from following banks will be accepted as PBG/SD/EMD/BID BOND

1. All Nationalised Banks/Scheduled Bank/ Public Sector Banks-
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. Yes Bank
 - III. RBL Bank (The Ratnakar Bank Ltd)
 - IV. IndusInd Bank
 - V. Karur Vysya Bank
 - VI. DCB Bank
 - VII. Federal Bank
 - VIII. South Indian Bank
4. Co-operative and Rural Banks:
 - I. The Kalupur commercial co-operative bank Ltd
 - II. Rajkot Nagrik Sahakari Bank Ltd
 - III. The Ahmedabad Mercantile Co-operative Bank Ltd
 - IV. The Mehsana Urban Co-operative Bank Ltd
 - V. Nutan Nagrik Sahakari Bank Ltd
 - VI. Dena Gujarat Gramin Bank