

HINDUSTAN COLAS PRIVATE LIMITED



TENDER DOCUMENTS FOR PACKED TRANSPORTATION OF BITUMEN EMULSION /MODIFIED BITUMEN HINCOL IRUNGATTUKOTTAI PLANT

TENDER NO:

HINCOL/HQO/PUB/PACKED TPT/CHENNAI/2023- 24/55195

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HINDUSTAN COLAS PRIVATE LIMITED
HINCOL HOUSE, B-601, MARATHON FUTUREX Bldg.,
Lower Parel, MUMBAI -13. Phone: 022-23023250

NOTICE INVITING TENDER

TENDER NUMBER: HINCOL/HQO/PUB/PACKED TPT/CHENNAI/2023-24/55195

Hindustan Colas Private Limited (HINCOL), a Joint Venture Company of Hindustan Petroleum Corporation Limited and Colas SA France, having its registered office at Mumbai, Maharashtra, invites tender under **Two bid system (Part -I : Credential bid and Part-II : Price Bid)** from experienced transporters of sound financial standing and market reputation for bulk transportation of Bitumen/Bitumen Emulsion/ Modified Bitumen. The details of tender are given below:

Description of Job	Transportation of packed emulsion/Modified Bitumen from HINCOL Plant to various locations by road as specified
Location	HINCOL Irungattukottai Plant (Chennai)
Quantity	42100 MT
Type of tender	Public Tender
Cost of Tender document	Nil
EMD Amount	Rs. 1,00,000/- (Rupees One lakh only)
Tender issuing authority	Chief Manager – SCM Hindustan Colas Private Limited HINCOL House, B-601, Marathon Futurex Building Lower Parel, Mumbai – 400 013 Phone : 022-23023250/3260 E-mail esajikumar@hincol.com Website: www.hincol.com/tenders
Tender Issue Date	30.10.2023
Due Date & Time	20.11.2023, 1600 Hrs.
Opening Date	20.11.2023, 1700 Hrs.

Bids should be submitted in physical form at the Plant Location. Bids shall be opened at the scheduled date and time. HINCOL reserves the right to accept / reject any or all tenders in part/full without assigning any reason thereof. HINCOL will not be responsible for any delay in receiving tender documents. Corrigendum if any, shall be published on the above-mentioned website.

Place : Mumbai

Chief Manager - SCM



BRIEF TO THE TENDERERS

(To be signed, attested and returned along with the tender documents in un-priced bid envelope)

1. This is only a price enquiry and not an order.
2. This tender is for the transportation of Packed Bitumen Emulsion/ Modified Bitumen To/From for HINCOL Irungattukottai plant (**Chennai, Tamil Nadu**) as mentioned in the tender document. Supplier shall be technically and commercially competent to carry out the Order.
3. Tender to be submitted in **TWO BID SYSTEM**. Each part shall be submitted in separate envelope marked "Un-priced" / "Priced" as applicable. Both envelopes (Duly sealed) are to be kept in a large common envelope & same is to be submitted to us by given due date & time.
4. **Un-priced bid shall consist of the following:**
 - Entire Tender document with given details, terms & conditions, EMD etc. duly signed and stamped on all the pages in acceptance. Priced bid format in which prices are quoted shall also be submitted but **without price element**.
 - Parties should specify any assumptions they have made or ambiguities appearing in the tender, in un-priced bid, to facilitate clarification before opening the priced bid.
 - Exceptions and deviations (if any) with given specifications, terms and conditions shall be clearly indicated by the Supplier with reasons on his letter head and the same should be enclosed in the un-priced bid or otherwise it will be treated as acceptance of Tender specifications, terms & conditions by the Supplier in totality. No claim will be entertained on a later date.
5. Priced bid should be as per **enclosed Priced Bid format**. Please note that exceptions / deviations given in priced bid which are not indicated in the un-priced bid will not be considered. Priced bids indicating prices in any other format will liable to be rejected.
6. **COMPLETION PERIOD: 2 years from the date of PO Issued to vendor.**
7. Vendors should meet all the Prequalification criteria as mentioned in the tender documents.
8. Necessary EMD has to be paid along with the Un- priced bid.
9. HINCOL reserves the right to execute the job fully or delete any of the parts, or may split the entire work. Tenderer shall not raise any claim in this regard.
10. Tenderer shall carefully estimate scope of work, the plant distances, toll charges, Octroi, number of vehicles, temperature conditions, road worthiness of trucks, and other safety measures etc. No claims for additional payment will be entertained at a later date.
11. Escalation / De-escalation in prices will be applicable as per HSD rate revision and as per the tender conditions during the contract period.



GENERAL TERMS & CONDITIONS

(To be signed, stamped and returned along with the tender documents in un-priced bid envelope)

1. The term "**HINCOL**" means Hindustan Colas Private Limited which means and includes its successors and assigns.
2. All rates quoted should be **both in words and figures**. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic.
3. Each page of the tender document including notice inviting tender enclosed along with the tender document must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of this tender.
4. Tenderer should **deposit the sealed tender well before the closing time and date**. No tender document shall be entertained after due date and time of submission of tender. HINCOL will not be responsible for the delay under any circumstances whatsoever if the Hard Copy of tender is not submitted before the closing date.
5. Bids not meeting the tender terms & conditions or incomplete in any respect or with any additions / deletions or modifications are liable to be summarily rejected without any further communication to the Bidders and the decision of HINCOL in this respect will be final and binding.
6. Tenderers are requested to **submit copies of their registration Certificates** as requested in the tender documents. These documents are mandatory to participate in the tender and are to be submitted along with tender documents.
7. The quantity mentioned in the tender is to be completed within the stipulated period and **the initial services are to be commenced within 15 days from the date of Purchase Order / Letter of Intent (LOI) or as per call-ups** from HINCOL.
8. **Toll / Octroi charges** will have to **be paid by the transporter** and the same will be included/reimbursed as the case may be as mentioned in the Price Bid format.
9. Distance of Transportation is mentioned in the Price Bid. If any dispute/disagreement to the distance mentioned will have to be mentioned along with the tender documents.
10. Vendor performance will be reviewed annually and HINCOL reserves the right to cancel the purchase order if the vendor performance/quality of the material supplied is not found to be satisfactory or as per specifications in tender. The decision in this regard by HINCOL will be final. The evaluation will be done based on following parameters, which have been assigned weightages corresponding to their importance - Quality, Dependability, Delivery time, Consistency.
11. In case the vendor fails to deliver material/services within the stipulated delivery schedule/time, the company reserves the right to procure/avail the same or similar materials/services from alternative sources at the risk, cost and expenses of the Successful tenderer. Additional cost incurred in such cases may be recovered through Vendor's pending bills, EMDs or security and the balance amounts through debit notes issued to parties.
12. The vendor should issue an invoice which will enable the Company to avail GST Tax Credit, if applicable, and for other taxes paid on purchase of material/ availment of services.
13. **Distribution of Orders:** HINCOL reserves the right to draw its requirement from any number of suppliers of its choice simultaneously and use its discretion regarding the quantities to be ordered / drawn from each supplier basis their original rate, supply capacities and their readiness in matching the lowest rates. Purchase Order will be placed on location-wise L1 vendor based on the landed cost of that particular location.



GENERAL TERMS & CONDITIONS

(To be signed, stamped and returned along with the tender documents in un-priced bid envelope)

14. HINCOL reserves the right to place a purchase order, for supply of quantity lesser than your offered quantity, at the same rate as offered.
15. Quantities mentioned in the tender are approximate. HINCOL reserves the right to make amendments in the quantities. In the event of inability of HINCOL to uplift the quantity mentioned due to circumstances beyond its control, HINCOL will not be responsible for any losses sustained by the tenderer.
16. **Payment Terms:** Payment will be released within 15 days from the date of receipt of materials/date of submission of bills at locations, whichever is later. All relevant documents (including Tax invoice, E- Way BILL documents, test certificates etc.) should be submitted for processing the payment at the delivery location.
17. **Validity:** The quotation shall be kept valid for a period of **120 days** from the date / extended date of opening of Bids and the order if placed against this tender will be valid for the period specified in the Purchase order.
18. **EMD:** Bids will be considered for evaluation only if the EMD as mentioned in the tender document is made available. EMD is liable to forfeiture in the event of withdrawal of bid during the validity period of the tender, non-acceptance of order once placed, any unilateral revision made by the tenderer during the validity period of the order, non-execution of document after acceptance of the contract/order due to any dispute of the tenderer or any reason whatsoever, non-payment of Security or any non-compliance of tender terms and conditions.
19. **Security :** Security as mentioned in the tender document shall be submitted by the successful tenderer before commencing the supplies.
20. **Negotiation:** HINCOL reserves the right to negotiate with Tenderers. In the event of negotiations, tenderer will be required to confirm the negotiated rate/ terms in writing. If tenderer fails to comply with this requirement, HINCOL reserves its right to ignore his quotation at its discretion.
21. **Sub leasing/Sub-contracting:** The successful tenderers shall not be allowed or entitled to sublet, subcontract or assign any part of the order without the prior written consent of HINCOL.
22. **Confidentiality:** The Tenderer shall treat all the information, data, documents and other matters in connection with the tender as strictly confidential and undertakes not to disclose, in any way, such information, data, documents and other matters without the prior written consent of HINCOL.
23. **Force majeure Clause:** Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes.
24. **Arbitration :** All disputes claims, disagreements or differences whatsoever, which shall at any time arise between the parties and are not settled shall be referred to a sole arbitrator appointed by Chief Executive Officer of HINCOL. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereto for the time being in force. The Parties shall be bound by the arbitral award rendered in accordance with such arbitration as the final adjudication of any such disputes claims, disagreements or differences. The arbitration proceedings shall be held in Mumbai only.



Tender No. :HINCOL/HQO/PUB/PACKED TPT/CHENNAI/2023-24/55195
Tender Date : 30.10.2023
Due Date : 20.11.2023 16:00 PM
Subject : Packed Transportation of Bitumen / Emulsion/Modified Bitumen

Contract Period: Two years

Dear Sir,

Hindustan Colas Private Limited (HINCOL) invites sealed tenders from Transporters for transportation of Packed Bitumen Emulsion/packed Modified Bitumen from HINCOL Chennai Plant to various locations, in **Two bid** system.

You are requested to quote in the schedule of rates attached here to. Tenderers are requested to carefully go through all the terms and conditions and the draft transport contract agreement before submitting their quotations. Offer should be valid for acceptance **for 120 days** from the due date or from the extended due date of the tender.

Pre qualification:

1. The Tenderer must have an annual turnover of Rs.15 lakhs during any one of the previous 2 financial years. Balance sheet and Income Tax Returns/Assessment to be enclosed.
2. The Tenderer should own at least 03 (three) body Trucks suitable for transportation of packed material in steel/HDPE drums. Photocopies of R C Book for the Truck owned by the tenderer to be enclosed as proof of the same.
3. The Tenderer must have the capacity to mobilize additional trucks on short notice.
4. The Tenderers who have past record (in the last three years) of their trucks/crew having indulged in any malpractice either with HINCOL or with any PSU Oil Companies would not be eligible to participate in this tender.

A self- declaration statement in this regard to be submitted.

5. The successful Tenderer should place vehicles as per the requirement of HINCOL as and when indents given for placement of vehicles. Though the tender is valid for two years, the transporter should be in a position and have the capacity to meet the quantity allocated to them in a shorter span of time (if required by Hincol) to meet the requirement without disruption or delay.

Only Tenderers meeting the above requirements will be considered for this tender.

Earnest Money deposit : Rs. 100,000/- (Rupees One lakhs only) by RTGS in favour of Hindustan Colas Private Limited drawn on any Nationalised Bank/Scheduled Bank/Private Sector Banks, except Co-operative Banks payable at Chennai.

Bank Name : Kotak Mahindra Bank Ltd (KMBL), Nariman Point, Mumbai
Bank Branch Code : 0958
Account Number : 09582560002147
IFSC Code : KKBK0000958

Quotations in sealed envelope duly super scribed with tender number should reach the below address within the due date and time.

Hindustan Colas Private Limited- Chennai Plant

A-9, SIPCOT Industrial Park, Irungattukottai, Chennai, Tamilnadu 602105
Contact - Mr. Muralikrishnan (Plant Manager) (M) – Mobile +91 9500044965

Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to the tender will be hosted on HINCOL website www.hincol.com only. Bidders should regularly visit this website to keep themselves updated.

In case of any queries / clarifications please contact the undersigned.

Thanking you,

Very truly yours

Chief Manager-SCM
022-23023260/23023250

ATTACHMENT I

UNPRICED / CREDENTIAL BID

STATEMENT OF CREDENTIALS

HINDUSTAN COLAS PRIVATE LIMITED

Tenderers should fill their technical offer by way of providing all information as follows :

01. Name of the Firm
02. Nature of the Firm
(State whether Limited Company, Partnership, Co-op. Society or Sole Proprietor, photocopies of documents confirming constitution of the firm to be enclosed)
03. Year of Establishment
04. Registration Number, if any
05. Registered Postal Address
06. Telegraphic Address, if any
07. Telephone No.(s) office / mobile

Email:

08. Address of Branches, if any
09. Name of Directors / Partners/ Proprietor as the case may be with address & Telephone nos.
10. Permanent Income Tax No. (PAN CARD)
11. Last Income Tax Clearance (Attach Photocopy)
12. Name of Bankers & Branch with full address
13. Type of Account & A/C. No.
14. Names (s) of Person(s) Operating
15. Code No. allotted by Indian Banks Association, if any
16. Names(s) of Authorized Representatives (s)

Note : Power of Attorney signed by all Directors / Partners / Proprietor in favour of authorized person signing the tender documents must be enclosed.

17. Are you associated with HINCOL in any other contract in the past
18. Are you currently having any contract with HINCOL
19. Please confirm that you have qualified / trained / experienced staff on your Roll to handle this job
20. Furnish Power of Attorney / Board Resolution authorizing you to represent the Firm and sign and commit on behalf of the firm
21. No. of Trucks operating by the firm
22. No. of trucks owned - furnish details as per **Attachment III**.
- 24 (a) Names of Directors in case of Company
(b) Name of Partners in case of Partnership

For a & b above, please enclose Copy of Articles of Association or Partnership Deed

- (c) Name of Proprietor
 - (d) Name of Members in case of Co-op. Society
- (Please indicate address of each Director / Partner / Member as the case may be with telephone etc.)

I / WE do hereby certify that the information as provided above is correct and true in all respects.

SIGNATURE _____

NAME _____

SEAL

FIRM'S NAME &
ADDRESS

DATE

TELEPHONE & Fax Nos. :

ATTACHMENT III

DETAILS OF TRUCKS AVAILABLE

Details of Trucks owned by the firm should be mentioned in the below format. Photocopies of R.C. Books for trucks owned by the firm should be attached for proof of ownership. Tenderer should own a minimum of **three trucks** of carrying capacity of 15 MT or more.

Sr.No. Regn. No. Make/ Engine No. Chassis No. Capacity Owners Name as
of Truck Model (MT) per R.C. Book

Age of the vehicle should not exceed 9 years as on the date of opening of the Tender.

SIGNATURE _____

NAME _____

NAME AND ADDRESS OF
THE FIRM _____

ATTACHMENT IV

GENERAL TERMS AND CONDITIONS

SUBMISSION OF TENDERS

Tender terms and Conditions should be carefully studied. All the pages of the tender documents including draft contract form should be signed and rubber stamped as a token of your acceptance and submitted to us in the manner given below.

Credential Bids

Credential Bids duly filled and signed should be enclosed in the envelope meant for Credential Bids provided along with the Tender documents. All supporting papers of Credential Bid are to be submitted in the envelope marked for Credential Bid. The list of documents to be submitted in the Credential Bid is as follows:

1. ATTACHMENT I - Unpriced/Credential Bid - Statement of Credentials.
2. ATTACHMENT II - Declaration of the Tenderer.
3. ATTACHMENT III - Details of Trucks available.
5. ATTACHMENT IV - General Terms and Conditions
6. ATTACHMENT V – Transport contract Agreement
8. ATTACHMENT VI - Format of Composite Bank Guarantee.
9. ATTACHMENT VII – Location wise details of Security to be paid.
10. ATTACHMENT VIII - Copy of Partnership Deed or Certificate of Incorporation.
11. ATTACHMENT IX - Copy of Balance Sheet and Income Tax Returns/Assessment as proof of an annual turnover of Rs.15 lakhs during any one of the previous 3 financial years.
12. ATTACHMENT X - Copies of R.C. Books of Packed Trucks owned and being offered against this Tender.
15. ATTACHMENT XI - Copy of Power of Attorney.

Priced Bids

Priced Bids, duly filled in WITH PRICE DETAILS and signed, should be enclosed in the envelope meant for Priced Bid provided along with Tender documents.

The documents duly sealed should then be enclosed in the large common envelope provided along with the tender documents and super scribed with Tender Number, Due date & Time, should be mailed to the under noted address so as to reach on or before the due date and time.

Hindustan Colas Private Limited- Chennai Plant

A-9, SIPCOT Industrial Park, Irungattukottai,
Chennai, Tamilnadu 602105

Contact - Mr. Muralikrishnan (Plant Manager) (M) – Mobile +91 9500044965

Tenders received after the due date and time will be summarily rejected.

Tenders received unsealed / without Earnest Money Deposit / not meeting tender conditions / incomplete in any respect, are liable to be rejected.

EARNEST MONEY DEPOSIT (EMD):

Tenderer shall pay the Earnest Money Deposit of **Rs. 100,000/- (Rupees One Lakh only)** by RTGS in favour of Hindustan Colas Private Limited drawn on any Nationalized Bank/Schedule Bank/Private Bank other than Co-operative Bank payable at Chennai.

RTGS Details

Bank Name : Kotak Mahindra Bank Ltd (KMBL), Nariman Point, Mumbai

Bank Branch Code : 0958

Account Number : 09582560002147

IFSC Code : KKBK0000958

Cheques / Cash will not be accepted. No interest is payable on EMD.

Request for adjustment against any pending dues / bills will not be accepted as EMD and any Tender with such requests shall be treated to have been received without EMD and shall be rejected.

EMD would be refunded to unsuccessful bidders after finalization of the tender. In case of successful tenderers the EMD would be refunded only after completion of all the formalities i.e. signing of contract and submission of requisite security deposit in the form of Bank Guarantee.

EMD will be forfeited if the tenderer:

- Modifies / withdraws the offer during the validity period of **120 days** from the due date or extended due date of the tender
- Refuses to sign the contract after award of contract by the Corporation
- Does not furnish the Security Deposit of required amount.
- Is unable to position the trucks within the stipulated time after issuance of Letter of Indent regarding award of contract and / or award of contract
- Or a group of tenderers have quoted in cartel. In such an event, HINCOL also reserves the right to reject some or all the bids of the tenderers who have quoted in cartel, without assigning any other reasons for the same.

VALIDITY OF TENDERS:

Offers should be valid for acceptance for a period of **120 days** from the due date of Tender. Once the tender is accepted and work awarded, the rates should be valid for the entire contractual period. No tenderer will be allowed either to withdraw or to revise the offer after the last date of receipt of tender. Any offer containing variations from the terms and conditions and or counter conditions will not be accepted. Tenderers are advised in their own interest to quote strictly as per terms and conditions stipulated by Hindustan Colas Private Limited and not to add conditions of their own or to modify the terms and conditions stipulated in the tender.

Hindustan Colas Private Limited reserves the right to accept or reject any or all tenders in whole or in part and or all tenders in whole or in part and or to divide the work amongst tenderers in the manner considered suitable by the Company, at the Company's sole discretion, without assigning any reason. Acceptance of offer shall be valid only when advised by the Company in writing to the concerned successful tenderer.

AGREEMENT

Successful tenderer, before undertaking the work, would be required to execute the Agreement within 15 days from the date of confirmation of award of contract by the Company, failing which Company may forfeit the EMD without prejudice to its rights and cancel the award without giving further notice. Agreement would strictly be in accordance with the tendered terms and conditions.

Specimen of the Agreement form is enclosed along with this tender document. Tenderers are advised to carefully scrutinize the same before submitting their Tender. This should be signed and stamped on all pages in token of acceptance of the terms and conditions.

When the person signing the Tender is not the sole proprietor, necessary Power of Attorney authorizing the signatory to act on behalf of the Proprietor/Firm should be produced before signing the agreement.

SECURITY

i) Successful tenderer would be required to furnish a Security in the form of Bank Guarantee (as per ENCLOSED format) as per the contract for the period stipulated in the contract, within 15 days of issuance Letter of Intent / Confirmation of award of contract by the Company, failing which, Company may forfeit the EMD without prejudice to its rights and cancel the award without giving further notice. The Security shall be submitted to the extent of the value as mentioned in the **Annexure VII**.

ii) The Security should be in the form of BG with a validity period of 27 months from the date of commencement of the transport contract.

iii) Any loss, damages arising out of the contract may be recovered from contractor's running bills of the contract or running bills of any other of his contract with the Company or from the Security /EMD available at the time.

iv) Adjustment of EMD towards Security is not permissible.

v) No interest is payable on the Security.

COMMENCEMENT OF TRANSPORTATION:

Contractor will be entrusted with transportation work only after all the formalities, viz. Signing of Agreement and submission of Security, etc. are completed.

HINCOL does not guarantee any definite minimum volume of business. Volumes will be advised to the contractor from time to time by the concerned officials of the Company.

CONTRACT PERIOD

The contract shall be for a period of **Two years** subject to satisfactory performance. In the event of performance not found satisfactory by HINCOL, the Company reserves the right to cancel the contract.

Quantity allocation:

The allocation of quantities will be done among the transporters who accept the negotiated final L1 price. Maximum transporters envisaged under this tender is 3 (Three nos.). The quantity will be allocated in the following ratio:

60:40 (For 2 transporters)

50:30:20 (For 3 transporters)

GENERAL GUIDELINES

All rates quoted should be both in words and figures. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic. The quantities mentioned in the tender documents are indicative and are subject to variation.

Tenderer has to necessarily quote for all locations attached to a Plant failing which the bids shall be technically disqualified. Evaluation of bids shall be carried out on the basis of Plant wise overall lowest vendors.

Negotiation: HINCOL reserves the right to negotiate with the bidders in the order of their initial ranking. However, if the L1 rates are significantly different as compared to the estimates and the L1 bidder is unwilling to revise the same, HINCOL reserves the right to negotiate with the L2 bidder and so on. In the event of negotiations, tenderer will be required to confirm the negotiated price/terms and conditions in writing. If tenderer fails to comply with this requirement, HINCOL reserves its right to ignore his quotation at its discretion.

The Company reserves the right, at its sole discretion and without assigning any reason whatsoever to

- 1) Divide the work among tenderers as per Annexure VII
- 2) Assign the offered and accepted trucks on any route temporarily or permanently and the decision of the Company will be final and binding on the successful tenderers/Contractors.
- 3) Engage additional contractors at any time if the successful bidders are not able to meet the total requirement of HINCOL.
- 4) Send Ex-MI loads in customer nominated transporters' trucks.

All the enclosed Tender documents shall form part of the Contract. The tenderer should study all the Tender Documents carefully and be familiar with the operations / local conditions at the particular loading/ unloading point/s and route/s.

The Trucks owned by the tenderers and offered in response to this Tender should be registered as follows in the respective case:

- 1) Tenderers who are sole proprietor: In the name of the tenderer.
- 2) Tenderers who are partnership firms: In the name of the firm or in the name of any of the partners. In the event the Tank Truck is registered in the name of partner, the concerned partner should give an affidavit for the use of the Tank Truck by the firm.
- 3) Tenderers who are limited Companies: In the name of the Company.
- 4) Tenderers who are Cooperative society: In the name of the cooperative society.
- 5) Tenderers who are HUF: In the name of the Karta.

Proof of ownership of the Trucks is to be submitted in the Credential Bid of the Tender.

In case the Company requires additional trucks over and above the number of trucks quoted in the tender, successful tenderers will be requested to provide the same. Trucks which are not owned by the tenderer, if offered for transportation during the subsistence of the transportation agreement between Hincol and the transporter, will be treated for all purposes as equivalent to an owned truck for the purpose of applicability of conditions of the agreement.

The Trucks provided for transportation of Packed Emulsion/Modified Bitumen for interstate supplies should be covered by National Permit/Zonal Permit at Contractor's expense.

The tenderer must have an annual turnover of Rs. 15 lakhs during any one of the previous 3 financial years. Balance Sheet and Income Tax Returns Assessment duly certified by a Chartered Accountant to be enclosed. Non-submission of documentary proof in support of Annual turnover along with Credential bid will be ground for rejection of the Tender.

Tenderer should submit all the details and enclosures as has been asked. In case, any of the information is not applicable to them, "Not applicable" may be written against that para. Not submitting any information/enclosure sought may be ground for rejecting the tender.

Any additions/deletions or change in Company's format will not be accepted. This may be ground for rejecting the tender.

Overwriting should be avoided. Corrections, if any, should be initialed by the tenderer.

Tenderers would be presumed to have acquainted themselves with the working conditions existing at the locations, before submission of the tender.

HINCOL reserve the right to Reject any or all tenderers either in full or in part without assigning any reason.

Attachment V

TRANSPORTATION OF PACKED BITUMEN EMULSION / PACKED MODIFIED BITUMEN ROAD TRANSPORT AGREEMENT FROM HINCOL (Irungattukottai) TO VARIOUS LOCATIONS

MEMORANDUM OF AGREEMENT made at _____ this _____ day of _____ Two thousand _____ by and between

_____ carrying on business under the name and style of

_____ hereinafter called the Transporter (which expression shall wherever the context so admits, mean and include his legal heirs, executors and administrators (or) the present members or future members of the firm, their representatives legal heirs, executors and administrators together with their survivors or survivor) and HINDUSTAN COLAS PRIVATE LIMITED, a JV of HPCL & COLAS SA, France, hereinafter called "Company"(which expression shall include its successors and assigns) of the other part.

WHEREAS the Transporter has agreed to transport in trucks Company's Packed Emulsion/ packed Modified Bitumen Ex-HINCOL Plants to various locations as mentioned in the Schedule of Rates in consideration of the remuneration and on the terms and conditions hereafter contained.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Transporter shall supply required number of trucks to undertake the transportation to meet the Company's requirement as and when the call-ups are given by the company for placement of vehicles. Though the tender is valid initially for two years, the transporter shall be in a position and have the capacity to meet the quantity allocated to them in a shorter span of time (if need be) to meet the requirement without any disruption.
2. **[a]** The Transporter as owner or operators of brand new/old trucks of diesel driven, shall provide same immediately on the effective date of the contract for the entire period of the contract.
[b] Trucks shall fully meet RTO requirements particularly in regard to carrying capacities failing which Company may terminate the use of such trucks without giving any notice. Further in no case shall the vehicles be

loaded beyond its Registered Laden Weight (RLW) as approved by RTA/Transport Commissioner

[c] The trucks shall be maintained in sound mechanical condition at the Transporter's cost. The trucks shall have all the fittings fulfilling the standards laid down by the Company from time to time. The Company reserves the right to reject any truck which in its opinion is not fit for transportation of packed emulsion/modified bitumen drums.

[d] Company's Manager (or his representatives) shall have the right to check/inspect mechanical fittings etc., and the contractor shall provide the required labour/assistance for such checks/inspection as and when required.

[e] Company reserves the right to inspect the trucks while in transit from the loading point to the unloading location. For this purpose Company may utilise its own or outside services and the transporter shall offer necessary cooperation during the time such inspection is in progress.

3. It is distinctly understood that the Company has not guaranteed any minimum turnover, whether daily, monthly or annually or during the duration of this Agreement and the carrier will not be entitled to demand idle charges or minimum turnover charges or any other loss or damage of whatsoever nature against the Company for non-utilisation of the said trucks wholly or in part.

4. [a] The Transporter shall submit his/their bill for payment of transportation charges within 30 days from the date of delivery of the product at the destination, as per Company's procedures/policies which will be advised to the transporter on request, together with the prescribed form duly filled in and signed by the authorized representative of the Company /Customer which shall serve as conclusive proof of the delivery of the products at the destination.

[b] The Transporter, in any case, shall submit proof of the delivery with or without bill to the Company within 15 days at the shipping location.

[c] A penalty of Rs.1000/- shall be levied for loss of every prescribed form. If the Transporter fails to submit his/their bills for payment within 30 days as mentioned above, the Company shall have the right to deduct as and by way of liquidated damages an amount equal to Rs 1000/- per bill.

[d] A bill not submitted within six months of the date of delivery may not be entertained. However, the Company may in its sole discretion waive the above penalties if the Transporter tenders satisfactory explanation for the lapses in question.

5. It is essential that the Transporter gets the names, addresses, designations and signature of their authorized agents duly registered in advance with the

Company and the signature of such authorized representatives of the Transporter shall be indicated on the requisition slip of the Company based on the intimation given by the Transporter to the Company for loading of products at the Plant. Any change or variation in the new designation of such authorized representative should be intimated in advance to the Company.

Any loss of the product, issued on the basis of the requisition slip signed by the authorized representative of Transporter will be at the entire risk, costs and expenses of the Transporter only. If, however, through any mistake, inadvertence, lack of prudence or foresight of the Company or its Plants, any loading of the product is undertaken in the trucks in the absence of such requisition slips signed by the authorised representative, or in respect of any irregularity therein, the same will not absolve the Transporter from liability in respect of transportation of such products and all the provisions contained in this agreement shall also apply to such products so loaded in such truck(s).

6. Remuneration / Payment /Contract Period /Rate escalation/De-escalation:

The Company shall make payment to the Transporter at the rate specified in the Schedule of Rates attached hereto, within 15 days of receipt of the bills, in respect of transportation of the products from the Transporter after deducting any amount that may become payable by the Transporter to the Company hereof.

- (a) The contract is awarded for a period of two years (extendable further by one year)
- (b) The rates would come into effect from the date of signing of the contract
- (c) The Escalation /De-escalation on account Increase / decrease in price of Diesel fuel shall be applicable as given in the Schedule below
- (d) The Company shall endeavour to finalise contract for the next tenure before the Expiry of the existing Contract Period. However if the new contract is not finalized before the expiry of the existing contract, Company reserves the right to extend the existing contract beyond the term of the contract, and up to a maximum of six months on adhoc basis and continue utilizing the tank trucks for making supplies. During the period of adhoc operation, the transportation rates, terms and conditions as per the existing contract agreement shall be applicable including the Escalation /De-escalation on account Increase / decrease in price of Diesel fuel, as given in Schedule

Schedule

Formula for Working out Escalation/ De-Escalation In Transportation Rates On Account Of Increase/ Decrease In Retail Selling Price Of HSD.

Increase/ decrease in the transportation rate in Rs. per MT per KM is given by the Formula:

{Increase / Decrease in Retail Selling Price (**RSP**) of 1 litre of HSD at State Capital}
{ cities of the concerned supply point, Inclusive of taxes (with following clarifications) }

$$\{ Q \times 4 \}$$

Where **Q** represents notional capacity of a Truck and it is taken as 20 MT and 4 represents the average distance (4 KMs), which a Packed Truck can run with 1 litre of HSD (loaded or otherwise) for the purpose of calculations.

Note:

1. The retail-selling price of HSD as on 01.10.2023 applicable for the State Capital will be the base price for the purpose of escalation/de-escalation.
2. The escalation/ de-escalation of transportation rates will be allowed every month based on the average Retail Selling Price (RSP) of HSD prevailing at the State Capital (of the Plant Location) on every 01st, 11th and 21st of the previous month.
3. The price should be quoted for the respective segments as mentioned in the price bid. Wherever, toll taxes paid by the transporter shall be reimbursed, will be done on production of original toll paid receipts through the shortest route to the destination.
7. The Transporter shall bear and pay the entire operational cost of the truck(s) which will include and be deemed always to include the following:-
 - [a] Provision for the driver, cleaner and also necessary reliefs including their salary and other emoluments.
 - [b] Cost of fuel and lubricating oil necessary.
 - [c] Maintenance and repairs of the trucks(s).
 - [d] Road Tax, route permit fee, vehicle tax, other taxes and toll tax.

- [e]** Insurance.
- [f]** All operations and/or maintenance of the said truck(s) and/or other items incidental thereto and/or connected therewith.
- [g]** All idling charges, loss by delay in transport, transit, road stoppage, and delay in time consumed in loading or unloading of products or otherwise whomsoever on account of operations hereunder.
- 8.** The compliance of all Statutes, Court Orders, Government Rules & Regulations regarding transportation of petroleum products and route permit, etc. shall be the responsibility of the Transporter and any fines for noncompliance of any such rules shall be borne by the Transporter. The Transporter shall also carry out, fulfill and implement all directions that may be issued by the Company or its authorized representative relating to transport operation and delivery of the petroleum products and any violation, breach or default of this agreement shall entitle the Company to terminate the same forthwith without prejudice to the Company 's all other rights.
- 9.** The Transporter shall be liable for any loss or damage or injury to the Company's property or employees, the Transporter's property or employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said truck(s) during transit and the Transporter shall indemnify and keep indemnified the Company against any such loss or damage and shall pay to the Company such amount as may be called upon by the Company to pay. The Transporter shall remain at all times, liable and responsible to the Company for any loss or damage caused to any building, plant or machinery or the property of the Company by any carelessness, negligence, inexperience or willful default of the Transporter or his agents or by his employee of which the Company alone shall be the sole judge. The Company shall be at liberty to debit any cost of repair or loss or damage to the account of Transporter.
- 10. [a]** For the purpose of carrying out this job, the Transporter shall employ or engage his own personnel. Persons so employed by the Transporter shall not be deemed to be in the employment of Hindustan Colas Private Limited and the supervision and control of such employees shall rest always with the Transporter. The Transporter agrees to provide all the required amenities to his employees and to pay to them wages prescribed under the Law and the Compensation, if any, for any injury or death while in the course of their employment and all other sum and dues as the case may be, as are from time to time payable under any Law for the time being in force applicable to such employees. If, however, any claim is made by any employee of the Transporter against the Company for wages, compensation or any sum or

dues payable by the Company unto such employee, the Transporter agrees to indemnify the Company against any such claim and to pay all the expenses which the Company may incur in defending any proceedings pursuant to such claim.

[b] The Transporter agrees to employ competent and efficient employees and operators to ensure that deliveries are correctly effected at destinations. Any consequent loss caused during the course of transit or for any other reason whatsoever shall be made good by the Transporter. The Transporter's employees and representative inside the Plant should conform to the Company's working rules.

- 11.** The Company will make all efforts to receive the goods at the receiving location within 48 hours of time of reporting at the receiving location. No compensation or extra payments will be made to the Transporter for any detention that may occur at loading/unloading location.
- 12.** During the subsistence of the transport contract, if any new location is commissioned/included by the Company, the transport contractor operating for the nearest location will be liable to extend the services to such new locations also and the transportation rates will be finalised by using transportation rate quoted for on the additional KMs covered from the nearest contracted location.
- 13.** Normally, the transportation of packed Bitumen Emulsion/packed Modified Bitumen will be on working days. In the event the Transporter is required to supply trucks on Sunday / Holidays and/or on round the clock basis, no extra charges will be paid. The Company may not give more than 24 hours advance notice, whenever the Transporter is required to operate on round the clock basis. He shall place additional trucks as required, to transport the additional volume. For such services, the Company will endeavor to give the Transporter reasonable advance notice which may not be more than 48 hours.
- 14.** The Transporter shall make arrangements to take delivery of the product to be transported ex Plant within 24 hours of advice in writing failing which the Company reserves the right to make immediate alternate arrangements for transportation and the differential freight amount will be recovered on current basis. If at any time during the currency of this agreement, the Transporter fails to transport the products as provided hereinabove or to perform the various other obligations specified in this agreement, the Company may, in its discretion and without prejudice to its other rights and remedies obtain services from other Transporters to perform the obligations and transport the product and the Transporter undertakes to reimburse to the Company all additional expenses incurred by the Company in this connection.

- 15.** The Company reserves the right to refuse loading of trucks placed after 24 hours on Scheduled day of placement.
- 16.** The Transporter shall undertake transportation of products against approved Indents/Transshipment Order and Advice / Delivery Order issued to him from time to time by the dispatching locations.
- 17.** Transportation payment will be made on the basis of the gross weight of material as given in the Invoice. For the purpose of calculation of weight of material, the quantity billed plus number of drums multiplied by weight of drum will be taken as benchmark. The standard weight of drums used currently are 7.8 Kgs. for HDPE (Plastic) drum and 18.0 Kgs. for Steel Drum. In case of introduction of any new packaging, the standard package weight will be separately advised. Transporter has to place Full body trucks on demand without any additional cost.
- 18.** In all cases **50%** of the Trucks requisitioned on a particular day to be placed by **11 a.m.** and balance by **2 p.m.**, failing which Company reserves the right to refuse loading of trucks placed beyond above timings.
- 19.** The products to be transported will be either Excise Bonded or Duty paid and the Excise Authorities will have the jurisdiction over the products even during transit. Hence, the Transporter shall ensure adequate security of the product during transit and shall answer any queries from Excise/Police in the event of any irregularity/theft/damage to the products transported.
- 20.** It shall be the responsibility of the Transporter to ensure that the interstate permits wherever applicable are collected, should satisfy himself that the documents are complete in all respects and accompany the trucks before the truck leaves the Plant.
- 21.** The Transporter shall be responsible for the documents handed over for the product to be transported. Transporter should ensure that the “Duplicate copy for Transporter” or “CENVAT copy” of the Transshipment Order and Advice / Invoice is handed over to the Company’s representative at the receiving location. In the event of this copy being misplaced/lost in transit, the transporter will submit an affidavit stating the loss of CENVAT document. The affidavit will also include an undertaking for owning responsibility for submitting the document if found at a later date and repaying back an amount equivalent to the CENVAT credit in case the Company suffers financial loss on account of this. The amount in lieu of CENVAT credit, if required, will be recovered from the pending bills of the transporter or other amounts payable to the transporter or against Bank Guarantee furnished by the Transporter against the contract.

22. The Transporter will make good to the Company any losses arising from the confiscation by Government or Local Authorities of any said products delivered to the Transporter for transportation due to noncompliance of statutory requirements or any action / omission / default on the part of the Transporter. The Transporter will make good to the Company for the loss of any of the Company's products while in their charge, irrespective of the reasons for such loss. The amounts payable to the Company on this account shall be calculated at the destination selling rate ruling on the date of loss of goods and other incidental outgoings suffered by the Company and will be deducted from Transporter's bills.

23. [a] The Transporter shall be totally responsible for delivering the correct quality and quantity of the product as per invoice at the destination specified. The Transporter's driver should satisfy himself regarding the weight, number of drums, temperature, quality and sealing condition at the time of loading of the consignment.

[b] In the event of any loss of product recorded at the destination the cost of such shortages will be debited and recovered either from the Transporter's bills, if any, with the Company or shall be made good directly by the Transporter or will be adjusted against any security or other amounts payable to the Transporter, or against the Bank Guarantee furnished by the Transporter against Contract.

[c] Once the truck leaves loading point, it is the responsibility and accountability of the Transporter to ensure that correct quantity/quality is delivered at destination.

[d] The Contractor shall reimburse the Company for the actual cost of product for shortages, if any. In case of an accident, the transporter shall reimburse to the Company for the shortages observed, at the actual cost of product.

[e] If any enroute adulteration/contamination is established the Transporter will be liable to pay the full value of the product based on the listed sales price of the dispatching plant and considering the full Sales Tax, Excise Duty / VAT and Interest. The Adulterated / contaminated / off spec product will NOT be taken back by Hincol and this product will be the sole responsibility of the transporter to liquidate / dispose at his expense (after the packaging has been defaced by HINCOL) and the transporter will absolve Hincol of all responsibility of this adulterated / contaminated product . For the 1st instance, the Truck and the crew will be blacklisted for a period of one year. In case a second instance of adulteration / contamination is reported during the validity of the agreement, the transporter will be blacklisted and the PO placed on the said transporter will be foreclosed. Services will be obtained from other transporters and any additional cost,

incurred in this process, will be debited to the defaulting transporter and would be recoverable.

(f) Quality Assurance:

The drums are sealed at location with seals bearing Company logo. Transporter or his crew are responsible for any damage to the seals or tamper evident stickers etc. on the drum. It is the responsibility of the driver of the truck to ensure that the seals are intact before leaving the Company premises.

h) The transporter should ensure that the product is delivered at site within reasonable time. In case any delay in reporting beyond reasonable transit time should be well intimated to the dispatching location/ Plant Manager immediately.

- 24.** The Transporter is not permitted to unload the consignment in any other private godown or divert the goods to any other location without prior permission of the Company's authorised representative. In such cases no handling charges or warehousing charges or any other expenses incurred by the Transporter will be reimbursed by the Company. In case where the Company makes arrangements to get the consignments from private godown unloaded by the Transporter after paying the dues, the same will be recovered from the Transporter.
- 25.** The Transporter shall undertake movement of the product without transshipping. However, if transshipment is inevitable, the transporter shall obtain permission of the Company before hand and also ensure that adequate care and precautions are taken to ensure safe handling of the product.
- 26.** The Transporter shall ensure that the product is delivered at the destination within the scheduled time as advised by Manager. For delayed deliveries exceeding two days of the prescribed delivery periods, the Company reserves the right to impose a penalty at the rate of 5 % of the cost of the transportation charges, per day of delay and such penalties shall be recovered from the Transporter's bills, unless satisfactory explanation is given by the Transporter for the delay. The Transporter shall also be responsible for safe conduct of supplies in transit.
- 27.** (a) The Transporter shall not have exclusive right to operate truck(s) and the Company will be at liberty to appoint one or more Transporters either to run concurrently with the Transporter or separately.

[b]The Company reserves the right to divert the truck(s) or to change their instructions/orders without prior notice if found necessary due to operational reasons/exigencies or in an emergency.

[c] In case of diversion of the trucks on the specific instructions of the Company, the Transporter will be paid by pro rating the transportation rate of the location where it was originally meant for to the diverted location. It will be the responsibility of the Transporter to comply with the requisite RTO formalities, for such diversions, intra or inter state, as the case may be.

- 28.**The rates specified in the Schedule of Rates attached hereto or any substituted schedule as provided herein will apply under all road and weather conditions and the Transporter will not be entitled to any extra allowance/rates.
- 29.**In case the truck(s) is/are rendered unserviceable for want of repairs, servicing, the Transporter will make arrangements to effect transportation by alternate truck to be provided by them. The Transporter shall be paid for such other arrangement on the rates indicated the "Schedule of Rates" or any substituted Schedule as provided herein and computed on the actual quantity carried by the vehicles. In the event of the Transporter's failure to provide alternative mode of transportation the Transporter shall be liable to make good to the Company the extra expenses that may be incurred by Company in making other arrangements for effecting supplies without prejudice to all other rights of the Company.
- 30.**The Transporter shall have a valid Insurance Policy from an established Insurance Company for each vehicle and keep such Policy in force at all times to cover all risk of whatever nature inclusive of any damage caused by the truck(s) to the Company's property or its employees. The Transporter will produce for the perusal of the Company the original Insurance Policy and proof of payment all Insurance premia and charges in respect thereof as when demanded by the Company.
- 31.**It is clearly understood that the Transit Insurance coverage is applicable for all the sectors mentioned in this tender. The shortlisted transporter is responsible for transit insurance. HINCOL will not reimburse the cost of transit insurance. Bidder has to specify clearly the applicability of transit insurance in the price bid. In case insurance charges are extra and to be covered by HINCOL, a loading of 1% shall be done for evaluation.
- 32.**That the outstation mileage as determined by the Company will be taken as authenticated and shortest routes are always to be followed. In case longer routes are followed, the reason why shorter routes were not used should be

explained by the Transporter in his bill duly certified by the receiving location in charge.

- 33.** That the Transporter shall submit from any Nationalized Bank, Private Banks other than Co-Op Banks, a Bank Guarantee (as per format enclosed) of specified amount as per Annexure VII location wise per contract with the Company to be held as Security (which will bear no interest) for the due performance of this contract and observance of all conditions hereof. It shall be lawful for the Company to adjust from all pending or future bills and also to appropriate the entire deposit or any part thereof against losses, damages, costs, charges or expenses arising out of the Transporter's failure or neglect to observe any of the terms and conditions of this contract. This is without prejudice to the other remedies available to the Company. The Bank Guarantee shall be valid for a full period of contract.
- 34.** The Transporter shall be responsible for and shall pay all compensation to their employees' payable under Workmen's Compensation Act, 1923, and the amendments thereto for the injuries caused to the workmen. The Transporter shall be responsible for and pay the expenses for providing medical treatment to any employees who may suffer any bodily injury as a result of any accident. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, the Company is obliged to pay compensation to workmen employed by the contractor in execution of the works, the Company will recover from the Transporter the amount of the compensation so paid, and without prejudice to the rights of the Company under the provisions of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due from the Company to the Transporter whether under this contract or otherwise. The Company shall not be bound to contest any claim made against it under the provisions of the said Act except on the written request of the Transporter and upon his giving to the Company full security for all costs for which the Corporation become liable in consequence of contesting such claim.
- 35.** The Transporter shall be liable for all payments to his staff employed for the performance or carrying out of the said work and in respect of all claims and liabilities of the Transporter's business and the Company shall in no event be liable or responsible for any payment and the Transporter shall keep the Company indemnified against the same and from all proceedings in respect thereof.
- 36.** The Transporter shall duly introduce the Provident Fund Scheme to the staff employed by him, if required by Law, as envisaged by the provisions of Employees' Provident Fund Act.

- 37.** The Transporter shall duly introduce the contributory scheme for the employees under him, if required by Law, as envisaged by the provisions of Employees' State Insurance Act, 1948.
- 38.** The Transporter shall observe and implement all the laws of the land and the rules framed thereunder which are beneficial to the staff employed by him and that the Company shall, in no event, be liable or responsible for any default that will arise out of non-observance of such law/s, rules on the part of the Transporter and that the Transporter shall indemnify and keep indemnified the Company against the same and from all proceedings in respect thereof.
- 39.** The Transporter agrees to abide by the Motor Vehicles Act, Payment of Wages Act and other Labour Regulations in force in the area where he is plying the trucks.
- 40.** The Transporter shall not be entitled to assign, subrogate, sublet or part with his right, title and interest under this contract for any reason whatsoever. The Transporter shall not cause or allow any change in the constitution of its firm without obtaining the previous written consent of the Company.
- 41.** The Transporter agrees in the event of there being any failure or neglect on the part of the Transporter to provide the trucks or laying off or lack of utilisation of truck(s) by accident or breakdown any other reason, which may affect the use thereof by the Company, the Company shall be entitled to claim damages, loss, expenses and other amounts as the Company may have suffered or may suffer on account or by of the Transporter's delay, neglect or default with or without rescinding the contract.
- 42.** The contract shall be for a period of two years from date of PO which may be extended by a further period of one year with mutual agreement as per the same terms and conditions. The Company may, in its discretion and without prejudice to its other rights and remedies, may terminate this contract forthwith, if the Transporter commits a breach of any of the terms and conditions of this Agreement or a Transporter being a firm, any member of the Transporter's firm, is adjudicated insolvent or enters into any arrangement or compromise with the creditors or if execution or any other process is levied or if the road permits issued by the Transport Authorities to the Transporter are canceled or revoked.
- 43.** The Company also reserves the right to terminate the Contract at any time before expiry of the Contract, by giving the Transporter one month's notice in writing without assigning any reason whatsoever.
- 44. The PO Quantity will be allocated as follows:**

1. Overall Lowest Price
2. Number of transporters will be as mentioned in the Attachment VII
3. Distribution of orders will be in the ratio of 60:40 at locations where two transporters are proposed and 50:30:20 at locations where three transporters are proposed as per the ranking in the tender

45. Trucks carrying packed bitumen emulsion/packed modified bitumen should be covered suitably if required to protect any possible damage to the quality of the material due to adverse weather conditions.

46. Arbitration:

- a) Disputes or difference arising out of or in relation to this agreement / contract shall be referred to the CEO of the Company who may either act himself as Sole Arbitrator or nominate some Officer of the Company to act as Sole Arbitrator to adjudicate the disputes and differences between the parties (except those in respect of which the decision of any person is by the Contract expressed to be final and binding)
- b) The Transporter shall not be entitled to raise any objection to the appointment of such officer of the Company as the Sole Arbitrator on the ground that the said officer is an officer of the Company or that he /she has to deal or dealt with the matter to which the contract relates or that in the course of duties as an officer of the Company he/ she has /had expressed views on all or any of the matters in dispute or difference.
- c) In the event of the Sole Arbitrator to whom the matter is originally referred to, refuses to act or is transferred or vacates office, the CEO, aforesaid, shall nominate another officer of the Company to act as the Sole Arbitrator.
- d) Such officer nominated as Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by the predecessor. It is the term of this contract that no person other than the CEO or a person nominated by the CEO of the Company shall act as Sole Arbitrator.
- e) The award of the Sole Arbitrator shall be final, conclusive and binding on all the parties to the agreement subject to the provisions of the Arbitration and Conciliations Act, 1996 or and statutory modifications thereto or reenactment and the Rules made thereunder for the time being in force.
- f) The award shall be made in writing and published by the Sole Arbitrator within six months of entering upon the reference or within such further time mutually extended by the parties. The Sole Arbitrator shall have power to order and direct the parties to abide by, observe and perform all

such directions as the arbitrator may think fit and proper to issue having regard to the fact that the Sole Arbitration proceedings have to be completed within the specified period solely on the principles of natural justice.

- g) The Sole Arbitrator shall be at liberty to appoint, if found necessary any accountant or engineering or other person to assist him / her and to act by the opinion so taken.
- h) The Sole Arbitrator shall be entitled to direct any of the parties to pay the costs of arbitration in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration whenever called upon to do so shall be bound to comply with such direction without any demur.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year hereinabove mentioned.

SIGNED AND DELIVERED BY THE
WITHIN NAMED CARRIER/TRANSPORTER

SIGNED AND DELIVERED BY THE
DULY CONSTITUTED ATTORNEY of
HINDUSTAN COLAS PRIVATE LIMITED

IN THE PRESENCE OF

IN THE PRESENCE OF

PRICED BID/Schedule of Rates- (Format)

Tender No.	HINCOL/HQO/PUB/PACKED TPT/CHENNAI/2023-24/55195
Tender Date	30.10.2023
Due Date	20.11.2023
Subject	Packed Transportation of Bitumen Emulsion/Modified Bitumen

PART – A

Item No	Item Description	Quantity (MT)	Rate per MT
1	HINCOL plant to < location >	XXXX	
2	HINCOL Plant to Customer Site < 100 KM	XXXX	
3	HINCOL Plant to Customer Site > 100 KM	XXXX	

Notes:

1. Rate quoted should be inclusive of all costs (including toll taxes). HINCOL loading location and price should be quoted accordingly.
2. HSD Escalation/de-escalation would be calculated based on the formula mentioned in tender paper.

SIGNATURE OF TENDERER

STAMP

ATTACHMENT VI

BANK GUARANTEE FOR SECURITY

To: Hindustan Colas Private Limited
<Location name and Address>

IN CONSIDERATION OF MESSRS HINDUSTAN COLAS PRIVATE LIMITED, a Company registered under the Companies act, 1956, having its registered office at HINCOL HOUSE, B-601, Marathon Futurex, Lower Parel, Mumbai, Maharashtra 400 013 (hereinafter called “the Company” (which expression shall include its successor in business and assigns) having placed an order on M/s. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called “the Transporter” (which expression shall include executors, administrators and assigns) vide order no..... dated.....(hereinafter called “the Order” which expression shall include any amendments/alterations to “the order” issued by “the Company”) for the supply of goods to/execution of services for “the Company” and “the Company” having agreed :

- i. not to insist upon immediate payment of Security for the fulfillment and performance of the said order.
- ii. that “the Transporter” shall furnish a security for the performance of “the Transporter’s” obligations and/or discharge of “the Transporter’s” liability in connection with the said “Order”; and “the Company” having agreed with “the Transporter” to accept a Bank Guarantee for the security deposit.

We, Bank having office at (hereinafter referred to as “the Bank” which expression shall include its successors and assigns) at the request and on behalf of “the Transporter” hereby agree to pay to “the Company” without any demur on first demand an amount not exceeding Rs..... (Rupees Only) against any loss or damage, costs, charges and expenses caused to or suffered by “the Company” by reason of non performance and fulfillment or for any breach on the part of “the Transporter” of any of the terms and conditions of the said “order”.

1. We,..... Bank further agree that “the Company” shall be sole judge whether the said “the Transporter” has failed to perform or fulfill the said “Order” in terms thereof or committed breach of any terms and conditions of “the Order” and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by “the Company” on account thereof and we waive in the favour of “the Company” all the rights and defences to which we as guarantors and/or “the Transporter” may be entitled to.

2. We,..... Bank further agree that the amount demanded by “the Company” as such shall be final and binding on “the Bank” as to “the Bank” ‘s liability to pay and

the amount demanded and “the Bank” undertake to pay “the Company” the amount so demanded on first demand and without any demur notwithstanding any dispute raised by “the Transporter” or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

3. We, Bank further agree with “the Company” that “the Company” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said “order”/or to extend time of performance by “the Transporter” from time to time or to postpone for any time to time any of the power exercisable by “the Company” against “the Transporter” and to forbear to enforce any of the terms and conditions relating to “the Order” and we shall not be relieved from our liability by reason of any such variation or extension being granted to “the Transporter” or for any forbearance, act or omission on the part of “the Company” or any indulgence by “the Company” to “the Transporter” or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

4. Notwithstanding anything contained herein above:

a. Our liability under this guarantee shall not exceed Rs.....

b. This Bank Guarantee shall be valid upto and including and

1. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of “the Company” in writing.

2. We,..... Bank lastly agree that “the Bank’s liability under this guarantee shall not be affected by any change in the constitution of “the Transporter”.

3. “The Bank” has power to issue this guarantee in favour of “the Company” in terms of the documents and/or the Agreement/Contract or MOU entered into between the “the Transporter” and “the Bank” in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

For..... Bank
(by its constituted attorney)
(Signature of a person authorised to sign on
behalf of “the Bank”).

Attachment – VII

SECURITY

Successful bidders have to provide the following Security by way of RTGS or Bank Guarantee at the respective HINCOL locations before commencing the operations:

Sl. No.	Location	No. of Transporters Proposed	Security Amount
1	Chennai	3	Rs. 8,00,000/-

(SPECIMEN)

**BANK GUARANTEE IN LIEU OF EARNEST MONEY
(On Non-Judicial stamp paper of appropriate value)**

TO :

In consideration of M/s Hindustan Colas Private Limited., a Joint Venture company of Hindustan Petroleum Corporation Limited , (Government of India Company) and COLAS, SA, France, registered under the Companies Act 1956, having its registered office at HINCOL House, B-601, Marathon Futurex Building, NM Joshi Marg, Lower Parel, Mumbai 400 013 (hereinafter called "the Company)" (which expression shall include its successor in business and assigns) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender no..... dated (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply of goods to/execution of services for "the Company" and "the Company" having agreed not to insist upon immediate payment of Earnest Money for the fulfillment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs..... (Rupeesonly).

1. We, Bank having office at Bombay (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Company" by reason of non-performance and fulfillment or for any breach on the part of "the Tenderer" of any of the terms and conditions of the said "tender".
2. We, Bank further agree that "the Company" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss,

damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Company" on account thereof and we waive in favor of "the Company" all the rights and defenses to which we as guarantors and/or "the Tenderer" may be entitled to.

3. We, Bank further agree that the amount demanded by "the Company" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Company" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with "the Company" that "the Company" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Company" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Company" or any indulgence by "the Company" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to Rs.(Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Company" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Company" in Writing.
7. We, Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
8. "The Bank" has power to issue this guarantee in favor of "the Company" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

For Bank
(by its constituted attorney)
(Signature of a person authorized to sign on behalf of "the Bank")