

HINDUSTAN COLAS PRIVATE LIMITED



TENDER DOCUMENTS FOR SUPPLY OF CRUMB RUBBER POWDER TO HINCOL LOCATIONS

TENDER NO: HINCOL/HQO/PUB/CR/2023-24/55069

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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/CR/2023-2024/55069

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 : Techno-commercial bid and Part-II : Price Bid)** from experienced manufacturers of sound financial standing and market reputation for manufacture and supply of Crumb Rubber Powder. The details of tender are given below:

Description of Job	Supply of Crumb Rubber Powder as per the specifications, terms and conditions mentioned in the enclosed tender documents
Location	As per enclosed tender documents
Quantity	5500 MT
Type of tender	Public Tender
Cost of Tender document	Nil
Tender issuing authority	Chief Manager – SCM Hindustan Colas Private Limited, HINCOL House, B-601, Marathon Futurex Building, Lower Parel, Mumbai, Maharashtra – 400 013, Phone : 022-23023250/3260 E-mail : ebsajikumar@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 Location address provided. 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.

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 supply of **Crumb Rubber Powder (for use in Bitumen Modification)** in good quality plastic bags to Hindustan Colas Private Limited (HINCOL) locations as per "**LOCATION LIST**" attached and other detailed tender documents. 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 specification, terms & conditions 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. Necessary EMD by way of NEFT /RTGS or BG.
 - 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. Separate price bids should be submitted for individual locations mentioning the location name and quantity on the top.
6. **COMPLETION PERIOD: 06 months** from date of Purchase Order or as mentioned in general terms and conditions. The same is extendable by another **6 months** in case quantity is pending to be completed.
7. Manufacture & Supply of Crumb Rubber Powder to HINCOL Locations is the complete responsibility of the supplier unless specified clearly.
8. The supplier will be responsible for providing transportation of the Crumb Rubber Bags to our Locations, waybills for the same will be provided by respective HINCOL Plants.
9. HINCOL reserves the right to execute the job fully or delete any of the parts, or may split the entire work. It is proposed to split the order in the ratio 60:40 for locations where requirement is more than 500 MT. Tenderer shall not raise any claim in this regard.
10. Supplier shall carefully estimate scope of work, the plant distances from their manufacturing site, their supply feasibilities etc. No claims for additional payment will be entertained at a later date.
11. Escalation in prices will **not be allowed** during the contract period of the Purchase order. Transportation rates will also remain the same for a period of contract.



SUPPLIER QUALIFICATION CRITERIA

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

Tenderer (**Manufacturers only**) who fulfill the following **Minimum Qualifying Criteria** may submit their bid against these tender documents with supporting documents along with the Un-Priced Bid.:

1. Technical: The tenderer should have the experience of having successfully executed the following orders during any of the last 2 years, period ending 31st March, 2023, as follows:

- **Minimum 200 MT of Crumb Rubber Powder sold in any of the Previous 2 years**
- **Monthly production capacity** : Minimum 100 MT for quoting for 1- 2 locations
Minimum 200 MT for quoting to 2- 4 locations
Minimum 500 MT for quoting to more than 4 locations

Similar Orders:

For the purpose of this Tender, Manufacturing and Supply of Crumb Rubber Powder of 30 Mesh or 40 Mesh size in India will only be considered as similar works.

Please submit self-attested copies of Purchase Orders or Work Order or Certificate / Letter from end user stating that the POs / Work Orders have been completed successfully and satisfactorily.

3. EMD: Bidders shall submit EMD by way of NEFT / RTGS as per the number of locations quoted. Details of Bank is as follows : -

Name: Hindustan Colas Private Ltd.

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

Bank Branch Code : 0958

Account Number : 09582560002147

IFSC Code : KKBK0000958

OR

An Original Bank Guarantee (BG) issued for same amount from any Nationalized /Private Sector Bank other than Co-Op Banks, valid for **Six (6)** months from the due date / extended due date of the tender.

EMD amount : Rs.4,00,000/- for opting to quote for more than 4 locations of HINCOL.

Rs.2,00,000/- for opting to quote any 4 locations of HINCOL

Rs.1,00,000/- for opting to quote any 2 locations (or less) of HINCOL

Note - Such EMD NEFT /RTGS / BG shall be submitted inside the **Un-priced bid envelope**

4. GOOD MANUFACTURING PRACTICES: The Manufacturer should have implemented good manufacturing practices in their production units, a specific manufacturing standard is not required for Emulsifiers but a Manufacturers Standard Specification (MSS) and compliance to our technical specifications is mandatory. The Supplier should carefully go thru our technical Specifications document and quote only if he can deliver as per the same, any deviations in technical specifications is not allowed.

5. Bid Acceptance / Rejection: HINCOL reserves the right to accept or reject any bid document at its discretion.

6. Tenderers / Suppliers Details: The tenderer should provide all the details as per this qualification document and the tables mentioned further, wherever the tenderer has any doubts regarding the information they should get it cleared before quoting. All data is to be provided in the attached tables, the supplier can mention remarks such as "Not Applicable" in the columns where necessary. The details should be complete in all aspects i.e. from company information to all the manufacturing facilities data. Wrong declaration in the same may lead to rejection of the bid.



SUPPLIER QUALIFICATION CRITERIA

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

TENDERERS DETAILS

1	Name of the Company / Firm	
2.	Type of Entity	
	Proprietary concern / Company / Partnership / LLP / Joint Venture	
	In case of Joint Venture	Prime Member Name Other member Name
3	Year of Incorporation	
4	Type of Company (Please (√) tick the appropriate box)	
	1. Government Undertaking	▪
	2. Joint Sector Company	▪
	3. Public Limited Company	▪
	4. Private limited Company	▪
	5. Partnership Firm	▪
	6. Proprietary Firm	▪
	7. Co-operative Society	▪
	8. Other (Please specify)	▪
6	Registered office address	
	Telephone no.	
	Fax no.	



SUPPLIER QUALIFICATION CRITERIA

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

	E-mail	
7	Mailing Address (Branch office for normal correspondence / tender etc.)	
	Telephone no.	
	Fax no.	
	E-mail	
8	Factory address from where supplies will be made	
	Telephone no.	
	Fax no.	
	E-mail	
9	Details of Directors / Partner / Owner / Proprietors	
	Name of Director / Partner	1. 2. 3. 4.
	Position held in organization	
	Address & Phone no.	
10	Whether any collaboration (Either financial or technical) with foreign or indigenous firm	YES / NO
	If yes, give following particulars of the collaborator	
	Name of the Collaborator	
	Address	
	Telephone nos.	
	Details of collaboration	



SUPPLIER QUALIFICATION CRITERIA

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

DETAILS OF FACTORY / MANUFACTURING UNIT **(FROM WHERE SUPPLIES ARE PROPOSED TO BE MADE)**

Factory Address		
Production Capacity		
Daily		
Monthly		
Details of Quality certificates from standard organizations. Please attach a copy of Registration certificate. Tick appropriate box (√)		
Organization	(√)	Registration or Reference no.
ISI / BIS		
ISO 9001 / ISO 14001		
OHSAS 18001		
RCMS / ISO 27001		
Power availability in HP:		
Whether item quoted are completely manufactured in tenderer's factory: YES / NO (If NO, give name & details of sub-contractors who supply major components (Give details in separate sheet if necessary))		
Year of Commencement of production of item quoted for :		



SUPPLIER QUALIFICATION CRITERIA

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

LABORATORY / QUALITY CONTROL FACILITIES

Names of testing equipment's available	Whether QC tests are conducted (Yes / No)	Whether test reports are maintained (mention duration also)	Whether qualified Personnel are employed for carrying out QC checks (Yes / No)

Whether tenderer has a valid ISO Certificate. If so, give details:

REFERENCES SECTION

Please give detail of major contracts in the last three years. Also include major jobs in Progress.					
Name of the organization	Job Description	Value (in lakhs)	Month / year of Execution	Contact person	Telephone/e-mail



SUPPLIER QUALIFICATION CRITERIA

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

CHECKLIST

Tenderer has to submit following set of documents, whichever applicable, along with tender. All the submitted documents must be valid & in the name of tenderer or else bid is liable to be disqualified. Put (✓) against each item if applicable & attached.		
Sr. no.	Document Required	(✓) if attached
1.	Copy of Factory License	
2.	Copy of GST Registration	
3.	Copy of Employee Provident Fund (EPF) Registration	
4.	Copy of Employee State Insurance Corp. (ESIC) Registration	
5.	Copy of Pollution Control Board Certification	
6.	Copy of ISI/BIS, ISO 9001/14001, OHSAS 18001 Certification	
7.	List of Main Manufacturing Process Equipment's with capacity	
8.	List of Allied Machinery details	
9.	Details of QC apparatus	
10.	Copies of Purchase orders executed	
11.	Audited Profit & Loss Statement for any of the last 2 years viz. 2021-22, 2022-23	
12.	Memorandum of Association / Partnership deed	
13.	Power of Attorney (for person signing Tender)	

- ***Bidders may note that, HINCOL, at its sole discretion, may relax / waive off submission of some of the above documents. Bids not meeting the above Pre-Qualification Criteria may be rejected and will not be considered for Priced Evaluation.***



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 GST registration Certificates**. These documents are mandatory to participate in the tender and are to be submitted along with tender documents. If tenderer fail to submit the same or to explain the same, their bids may be disqualified without any prior advice.
7. The quantity mentioned in the tender is to be completed within the stipulated period and the initial supplies 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. 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.
9. All materials will be accepted only after passing the quality tests at our plants.
10. Supply of material contained in tender must be transported in a vehicle suitable to the product and as prescribed and permitted by local Regional Transport Authority.
11. Material supplied should be packed in standard quality of packaging material and as per the size/dimensions which are mentioned in the tender.
12. The suppliers have to mention very clearly, their capacity to supply to HINCOL as per specifications mentioned in the tender document. Call-ups will be sent from locations for supply of required quantity in line with the ordered quantity / capacity to supply.
13. The vehicle should report **before 5 PM at the location on working days.**
14. 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.



GENERAL TERMS & CONDITIONS

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15. 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.
16. **Transportation of material** to HINCOL plant is in the **scope of supplier**. GST on these items, if any, would be discharged by the supplier. **Unloading of material** at HINCOL plant is the **scope of HINCOL**.
17. **Distribution of Orders:** HINCOL reserves the right to split the order among the vendors on the basis of parameters like rates, capacity to supply, previous performance, vendor evaluation score and their readiness in matching the lowest negotiated rate. In this regard the decision of HINCOL shall be final. In this tender it is envisaged to split the order among two suppliers in the ratio of 60:40 at the finalized rate. In case, nobody accepts the L1 rate, PO for total quantity will be placed on the Finalized L1 bidder.
18. HINCOL reserves the right to place a purchase order, for supply of quantity lesser than your offered quantity, at the same rate as offered.
19. 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.
20. **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.
21. **Validity:** The quotation shall be kept valid for a period of **60 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.
22. **Guarantee Period:** Supplies shall be fully guaranteed against any or all quality parameters according to the Technical specification document from the date of receipt of material at HINCOL location. (To be verified with Tec Spec.)
23. **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.
24. **Security Deposit :** Security Deposit as mentioned in the tender document shall be submitted by the successful tenderer before commencing the supplies.
25. **LD Clause:** The tenderer agrees to pay to HINCOL by way of liquidated damages and not as penalty an amount equal to **2%** of the value of the materials for delay in delivery of the material for each week or part thereof, subject to a maximum of **10%** of the total order value.
26. **Negotiation:** HINCOL reserves the right to negotiate with the bidders in the order of their initial ranking to achieve our target price. In the event of negotiations, tenderer will be required to confirm the negotiated price/terms and conditions in writing.
27. **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.



GENERAL TERMS & CONDITIONS

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28. **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.
29. **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.
30. **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 TERMS AND CONDITIONS

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

Public Tender no : HINCOL/HQO/PUB/CRUMB POWDER/23-24/55069

Subject : Supply of Crumb Rubber Powder for Bituminous Product

Due Date : 20TH NOVEMBER 2023 Time: 4.00 PM

1) Earnest Money Deposit (EMD) : Tenderer will have to pay Earnest Money Deposit (EMD) as mentioned in the covering letter or Supplier qualification criteria. EMD should be paid as under:

EMD Amount	Mode of Payment
AS per number of locations opted and as mentioned in the supplier qualification criteria	RGTS / NEFT Maximum EMD amount is Rs.4.0 lacs and minimum is Rs.1,00,000/-
	OR
	Original Bank Guarantee from Nationalized Bank /Private Sector Bank valid for 6 months from the due date / extended due date of tender. Format as per attachment.

2) Tenders / offers received without EMD will be rejected. Cheques / Cash / Money Orders or any other documents are not acceptable towards EMD and if EMD is paid in the form of such documents then tenders will be treated as submitted "**WITHOUT EMD**", such tenders will be rejected. Linking with earlier transactions / adjustments with pending bills or any other amount payable by HINCOL is not allowed. EMD refund will be made to unsuccessful tenderers after finalization of the tender. In case of successful tenderers, EMD refund will be made only after receipt of necessary Security Deposit from them against Purchase Order placed on them. EMD will not carry any interest. EMD will be refunded by Cheques.

EMD is liable to forfeiture in the event of:

- Withdrawal of Bid during the validity period of the offer.
- Non-acceptance of orders when placed.
- Non-confirmation of acceptance of orders within stipulated time after placement of orders
- Any unilateral revision made by the tenderer during the validity period of the offer.
- Non-execution of the document after acceptance of the contract / order due to any dispute of the tenderers or any reason whatsoever
- Non-payment of Security Deposit / non-submission of sample within stipulated period.

3) Delivery Schedule: Location wise tender quantity is separately indicated in tender. Quantity indicated is provisional, estimated quantity only and HINCOL reserves the right to order any quantities at its sole discretion within total quantity offered by tenderer. Orders shall be treated as closed after successful tenderer have supplied the ordered quantities. Tenderers to note that the monthly / Quarterly call-up quantities may not be on pro-rata basis of total ordered quantity but will be based on the specific demand for the month / Quarter.

Regular supply of the prorated call up quantity shall be made without any problems. In case of any failure to meet the requirement, HINCOL reserves right to evoke risk purchase clause.

The monthly / Quarterly requirements will be intimated from time to time by means of written call ups against Purchase Order quantities with a notice of one week on successful tenderers by our Plant Locations. Delivery should be made in line with such call-ups. The quantities called up should be supplied as per the delivery schedule given in the call-ups.



TENDER TERMS AND CONDITIONS

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Tenderers are advised to specify in the tender document, the maximum quantity they are able to commit or supply every month and on total basis. Such offered quantities will be treated as firm and shall not be open for the tenderers to withdraw / reduce the quantities once committed as available. Delivery Period and quantities once committed must be strictly adhered to.

In the event of inability of HINCOL to uplift the stipulated quantity of material due to circumstances beyond its control, HINCOL will not be responsible for any losses sustained by tenderers. Supplier should ensure that trucks loaded with crumb rubber bags should reach the respective Plant Location before **5 PM on all working days**, otherwise truck will be unloaded on next working day.

4. Defective Material: Crumb Rubber not supplied as per specifications, will be rejected during receipt of consignment or as and when detected during the course of usage at any point of time of the contract. Such defective materials is to be replaced by Supplier within **7 days** of intimation. Supplier will arrange their removal from our Plant Location at his own cost.

If the supplier fails to replace the defective materials within 15 days of intimation, HINCOL will be free to dispose of the same at the risk, responsibility and cost of supplier. Appropriate amount will be deducted from supplier's pending bills. HINCOL also reserve their right to suspend temporarily or permanently, the supplies from such party / supplier. In case of any disputes regarding rejection, the decision of Plant Manager of the respective Location will be considered as final and irrevocable.

5. Raw Material and Other Inputs: Tenderer shall be responsible for procurement of all essential raw materials (Used tyre scrap, old vehicular tyres etc.,) and other inputs as per specifications wherever necessary for manufacture of crumb rubber powder to suit delivery schedule committed to HINCOL. Any delay in delivery schedule due to delay in procurement of raw material and / or other inputs will not be condoned.

6. Risk Purchase: In case successful tenderers fail to deliver the ordered quantities of materials as per call-ups stipulated in delivery schedule HINCOL reserves the right to procure the undelivered quantities of materials from alternative sources at the risk, responsibility and cost of successful tenders. Such cost will be recovered from successful tenderer's pending bills, Security Deposit etc.

Suppliers of defective or off-specifications crumb rubber or supplies deviating from other terms and conditions of purchase order will be rejected and repeated rejections will entail cancellation of orders and "Risk Purchase" from other alternative source(s) on supplier's cost. Similarly any undue delay in supply of called-up quantities beyond **15 days** of concerned month / call up, may entail Risk Purchase.

7. Price Escalation / De-escalation: Price escalation is not allowed for the entire duration of the contract period of 6 months and an extended duration of 6 months (if quantities are pending)

8. Taxation : The rate of GST or any other statutory taxes payable will be as applicable at the time of delivery. Payment is subject to the condition & tenderer's written undertaking that the same is statutorily payable by the tenderer to the Government and actually will be paid to the Government. GST returns are to be submitted on time and liability arising due to non-submission of GSTR will be recovered from the vendor from the pending bills/EMD/Security etc. All compliances as required by GST rules from time to time must be scrupulously complied by the Supplier.

9. Octroi Charges – Nil



TENDER TERMS AND CONDITIONS

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10. Security : Security equivalent to 5% of basic value of order, will be submitted by successful tenderer to our Centralized Purchase Cell at HQO by Crossed demand draft from a Nationalized bank drawn in favor of Hindustan Colas Limited Payable at Mumbai

OR

By an Original Bank Guarantee for **5% of Basic value** from a Nationalized Bank, valid for the entire contract period. Earnest Money Deposit (EMD), will be refunded after submission of Security Deposit. Linking with earlier transactions / adjustments with pending bills or any other amount payable by HINCOL, is not allowed. Security Deposit will be towards faithful performance of the tender / order terms and satisfactory supply of materials as per specifications and will not bear any interest. Security deposit shall be refunded to successful tenderer directly by our Centralized Purchase Cell after producing a satisfactory completion certificate from the location (s) where materials are supplied. PO No. & Date should be indicated in the completion certificate / letter. Security Deposit will be refunded by Cheques. Security Deposit shall be liable to be forfeited wholly or in part in case successful tenderer fails to supply or fulfill any of their contractual obligations.

11. Declaration by the tenderer: Tenderers must provide an undertaking that "They will not declare any specific information about the supply of crumb rubber to any other party. If any vendor is found indulging in such activities, appropriate penal action will be initiated by HINCOL.

12. Payment Terms: Bills complete in all aspects commercially and technically will be processed by our Respective Locations. Payment of bills will be made within 15 days from receipt of crumb rubber powder along with submission of such documents to the locations.

Since these are our standard payment terms which cannot be changed, please submit your quotation accordingly.

Bids to be submitted to	Tender Finalizing Authority
Centralized Purchase Cell - HQO	Hindustan Colas Private Ltd. HINCOL House, B-601, Marathon Futurex Bldg., NM Joshi Marg, Lower Parel, Mumbai, INDIA 400 013. Contact – Mr. E B Sajikumar 9867261944 / 91-22-23023260

13. Sub-leasing: 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.

14. Transit Risk: For Successful tenderers supplying materials from outstations on delivered basis, any damage, shortage, loss, deterioration etc. will be to the account of Supplier who would be responsible for arranging timely supplies.

15. Validity of offer from Tenderer: The rates quoted as well as total or monthly quantities offered against this tender shall be valid for a period of **60 days** from due date / extended due date of tender.



TENDER TERMS AND CONDITIONS

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16. Rejection:

- a. Sampling, testing and acceptance of the consignment shall be carried out in accordance with the procedure prescribed and laid down by HINCOL thereof.
- b. Supplier should note that it is not incumbent upon HINCOL to check and test each and every bag of crumb rubber out of the consignment received and that HINCOL will make only random checks in accordance with the procedure laid down by HINCOL, or global sampling standards.
- c. Supplied crumb rubber shall be free from defect of any kind whatsoever for a minimum period of **6 months from the date of supply to HINCOL**. HINCOL will not be responsible for any losses due to poor quality of plastic bags and supplier should ensure that the best quality bags are used for packing such goods.

17. CANCELLATION:

HINCOL reserves the full rights to cancel the contract forthwith upon or any time after the happening of any of the following events viz.

- If Tenderer commits breach of any of the tender terms and conditions and fail to remedy such breach within 15 days of receipt of written notice in regard thereto.
- Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding of tenderer if it be a company.
- If the attachment is levied or continued to be levied for a period of seven days upon effects of the tenderer or of any individual or partner of tenderer firm.
- If the tenderer does not adhere to the instructions which may be issued from time to time by HINCOL in connection with the manufacture of HDPE Drums, HINCOL's right to terminate the contract shall be without prejudice to any of other rights and remedies against the tenderer and in the event of terminating the contract, HINCOL shall not be liable to pay for any loss or compensation in respect of such termination.
- HINCOL's right to terminate the contract shall be without prejudice to any of its other rights and remedies against tenderer & in the event of HINCOL so terminating contract, it shall not be liable to pay any loss or compensation in respect of such termination.

18. Force Majeure: As applicable as mentioned in the General Terms and Conditions

19. Liquidated Damages for Delay in Delivery: The tenderer agrees to pay to HINCOL by way of liquidated damages and not as penalty an amount equal to **2%** of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to a maximum of **10%** of the total order value.

20. Statement of Supply: Supplier shall send a statement showing supplies made by them to our Plants (Locations) vis-à-vis the call-up quantity for each month / Quarter within first week of following month together with necessary remark if any, for short supplies against call ups to concerned receiving location with a copy to the Centralized Purchase Cell at HQO.

21. Validity of Order: Order will be valid for a period of **06 Months** from the date of placement of letter of intent / purchase order. HINCOL may provide an Extension of **6 Months** in addition to the validity period in agreement with the supplier.



TENDER TERMS AND CONDITIONS

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

22. Trial Orders: Successful tenderers who have not supplied similar material to HINCOL earlier will be given a trial / developmental order of **10%** of their total PO quantity. PO for balance quantity will be released, depending upon their share of business as per ranking, after satisfactory performance of trial order. HINCOL's decision in this regard will be final and binding.

23. Distribution of Orders: HINCOL reserves the right to split the order among the vendors on the basis of parameters like rates, capacity to supply, previous performance, vendor evaluation score and their readiness in matching the lowest negotiated rate. In this regard the decision of HINCOL shall be final. In this tender it is envisaged to split the order among two suppliers in the ratio of 60:40 at the finalized rate. In case, nobody accepts the L1 rate, PO for total quantity will be placed on the Finalized L1 bidder.

24. Negotiations: HINCOL reserves the right to negotiate with the bidders in the order of their initial ranking to achieve our target price. In the event of negotiations, tenderer will be required to confirm the negotiated price/terms and conditions in writing.

25. Acceptance of Tenderers: HINCOL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. The decision of HINCOL in this connection shall be final.

26. Evaluation of Tenders: The evaluation of the tender will be based on the Net Landed Cost of the crumb rubber at HINCOL's premises on the due date of the tender. The Net Delivered cost will be arrived after deducting CGST/IGST or any other taxes whichever is applicable.

All the tenderers are advised to quote in the format provided only.

27. Interpretation: In case of any lack of understanding or clarity / inconsistency / ambiguity in the meaning or interpretation of any Bid submitted to HINCOL or any Terms and Conditions or words in the tender document, the interpretation of HINCOL regarding the same shall be final and binding on all parties.

28. Repeat Orders: Repeat Purchase Order may be placed on the successful tenderer within one year of the date of the original PO, up to a maximum of the PO quantity of the original Order, on the same terms and conditions and at a rate not exceeding the original PO rate. Repeat PO will be placed at the sole discretion of HINCOL and with the consent of the successful tenderer.

29. Arbitration:

- a) All disputes on differences whatsoever, which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof or to the rights or construction meaning, operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the appointing authority hereafter mentioned be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.



TENDER TERMS AND CONDITIONS

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- b)** For the purpose of appointing the sole arbitrator referred above, the appointing authority will nominate some officer of the company as the sole arbitrator the dealer / contractor / party / lessor / the opposite party etc. will not be entitled to raise any objections 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 related or that in the course of his duties as an officer of the company he / she has expressed views on all or any of the matters in dispute or difference. In the event of arbitrator to whom the matter is originally referred to being transferred or vacating his / her office or being unable to act for any reasons, the appointing authority as aforesaid shall designate another officer to act as arbitrator. Such officer shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- c)** The award of the arbitrator shall be final, conclusive and binding on all parties to the agreement subject to provisions of the arbitration act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- d)** The award shall be made in writing and published by the Arbitrator within six months after entering upon the reference or within such extended time not exceeding further four months as the sole arbitrator shall by in writing in his own hand, appoint. The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principles of Natural Justice.
- e)** The arbitrator shall be at liberty to appoint if necessary any accountant or engineer or other technical person to assist him and to act by the opinion so taken.
- f)** The arbitrator shall have power to make one or more awards whether or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross claims of the parties.
- g)** To work under contractor shall however continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- h)** The arbitrator shall be entitled to direct any of the parties to pay the costs of the other party in such a 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 proportion to meet the arbitration expenses whenever called upon to do so.
- i)** The contract shall be governed by and constructed according to the laws in force in India. The contractor hereby submits to the jurisdiction of the courts situated in Mumbai for the process of actions and proceedings arising out of the contract and the courts in Mumbai only will have the jurisdiction to hear and decide such arbitration and proceedings.

Appointing authority is **Chief Executive Officer** whose office is situated at HINCOL House, B-601, Marathon Futurex Building, NM Joshi Marg, Lower Parel, Mumbai 400 013.



TECHNICAL SPECIFICATIONS

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

SPECIFICATIONS FOR CRUMB RUBBER POWDER

Primary Usage	: Crumb Rubber Powder for Bituminous Products
Appearance	: Black – Greyish black
Carbon Black	: 35% maximum
Moisture	: 0.75% maximum
Ash	: less than 7.0 %
Sieve Analysis	: 80% passing thru 40 mesh & 100% passing thru 30 mesh.
Nylon fibers	: Should not be present.
Packing	: 25 /40 Kg. good quality plastic bags.
Temperature	: Crumb rubber should be delivered at room / ambient temperatures, warm or hot material if delivered will not be accepted

General : Crumb Rubber should be compatible for Asphalt modification and free from any extraneous matter like, cotton fibers, metal fillings, plastic threads etc. The Manufacturer has to ensure that **The crumb rubber supplied should be manufactured only from Truck tyres.**

- Bags provided in a single lot should be uniform in weight and ergonomically designed for lifting easily i.e. they should not be very bulky.
- Mesh and Denier : The bags shall be 10 x 10 mesh with minimum 2.5 mm tape width. The bags shall have close weaving. The denier of the tape used for fabric shall be 1000 denier for all types of bags.
- The bags shall be inside laminated with direct application of minimum 100 gauge (25 micron) of low density polyethylene (LDPE) film.

LOCATION LIST- Applicable for Domestic Supplies only

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

Sr. No	Location Address	Quantity in MT
1	Hindustan Colas Private Limited, VASHI D-500, TTC M.I.D.C., Industrial area, Turbhe, Navi Mumbai - 400705. Contact: Mr. Digambar Kohale (Plant Manager) –(M) 7045651366	400 MT
2	Hindustan Colas Private Limited, SAVLI Plot No. 426-430, GIDC Village - Manjusar, Savli, Vadodara, Gujarat – 381770 Contact: Mr. Ravikant Yadav (Plant Manager) – Mobile No. 8397803125	400 MT
3	Hindustan Colas private Limited, BAHADURGARH Near HPCL LPG Gas Plant, Village Assoudha, Delhi-Rohtak Road, Bahadurgarh, Haryana – 124507 Contact: Mr. Brijesh Lal (Plant Manager) –Mobile : 08808007860	700 MT
4	Hindustan Colas Private Limited, JHANSI Adjacent to HPCL Karari Depot, Gwalior road - Jhansi - 284419, Uttar Pradesh Contact: Mr. Brijesh Lal (Plant Manager) –(M) 08808007860	400 MT
5	Hindustan Colas Private Limited, Irungattukottai A-9, SIPCOT Industrial Park, Sriperumbudur Taluk, Kancheepuram District, Irungattukottai - 602105 (Tamil Nadu) Contact: Mr. Muralikrishnan (Plant Manager) - Ph: 9500044965	1400 MT
6	Hindustan Colas Private Limited, VISHAKHAPATNAM Near HPCL Terminal "B1", Malkapuram, Vishakhapatnam, Andhra Pradesh - 530011. Contact: Mr. V Sriram (Plant Manager) - Ph: 8978678989	800 MT
7	Hindustan Colas Private Limited, MANGALORE Adjacent to HPCL POL terminal, Village Bala, Via Katipalla, Mangalore - 575030. Karnatakka Contact - Mr. Ajay Babu (Plant Manager) (M) – Mobile +91 8332856765	400 MT
8	Hindustan Colas Private Limited, HALDIA Plot No. 221-246, Ward No. 5, Dist - Purba Medinipur, Haldia - 721602 (West Bengal) Contract Person Mr. Arindam Bal –Plant Manager – 9732908909	500 MT
9	Hindustan Colas Private Limited, ULUBERIA Plot No. 54, Uluberia Industrial Growth Centre, Birshibpur, Dist. Howrah, West Bengal- 711316 Contact - Mr. Subrata Roy (Plant Manager) (M): 9903043180	300 MT
10	Hindustan Colas Private Limited, Guwahati Industrial Growth Centre, Chaygaon AIIDC , Village-Chatbari Mouza, Bongaon, District Kamrup, Assam- 781123 Contact person :- Mr. Uthpal nath (Plant Manager) Mobile No. 8638032378	200 MT

(SPECIMEN)

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

TO : Hindustan Colas Private Limited
HINCOL House, B-601, Marathon Futurex Building,
NM Joshi Marg, Lower Parel, Mumbai 400 013

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")

(SPECIMEN)

**BANK GUARANTEE FOR SECURITY DEPOSIT OF THE SUPPLIER
(on non-judicial stamp paper of appropriate value)**

TO : Hindustan Colas Private Limited
HINCOL House, B-601, Marathon Futurex Building,
NM Joshi Marg, Lower Parel, Mumbai 400 013

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 wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Company's" Order No.

_____ dated _____ and the General purchase conditions of "the Company" and upon the condition of "supplier" furnishing security for the performance of "the Suppliers" obligations and/or discharge of "the suppliers" liability under and/or in connection with the said supply contract up to a sum of Rs. _____

(Rupees _____) amounting to 5% (five percent) of the total contract value.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby undertake and guarantee to pay to "the Company" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier" to "the Company" under, in respect of or in connection with the said supply contract inclusive of all the Company's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys in any case payable in respect of the above as specified in any notice of demand made by "the Company" to the Bank with reference to this Guarantee up to and aggregate limit of Rs. _____ (Rupees _____) and "the Bank" hereby agrees with "the Company" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrevocable for all claims of "the Company" and liabilities of "the Supplier " rising up to and until midnight of _____

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Company" may now or any time in any case have in relation to "the Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Company" shall have full authority to take recourse to or enforce this security in preference to the other security/securities at its sole discretion and no failure on the part of "the Company" for enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.
3. "The Company" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulge "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Company" under any other security/securities now or hereafter held by "the Company" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Company" hereunder or of prejudicing rights of "the Company" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Company" in terms hereof.
5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Company" in terms hereof.
6. The amount stated in any notice of demand addressed by "the Company" to "the Bank" as liable to be paid to "the Company" by "the supplier" or as suffered or incurred by "the Company" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Company" be conclusive of the amount so liable to be paid to "the Company" or suffered or incurred by "the Company", as the case may be, and payable by "the Bank" to "the Company", in terms hereof.
7. Notwithstanding anything contained herein above :
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid up to and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*
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 supplier" and "the Bank" in this regard.

IN WITNESS Where of _____ Bank, has executed this document at _____
 on _____ 2023.

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