

HINDUSTAN COLAS PRIVATE LIMITED



TENDER DOCUMENTS FOR SUPPLY OF 210 Lts. HDPE DRUMS TO HINCOL LOCATIONS

TENDER NUMBER: HINCOL/HQO/HDPE/2025-26/62988

Scan the code and fill up details to participate





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/HDPE/2025-26/62988

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: Technical Stage and Part-II: RFQ) from experienced manufacturers of sound financial standing and market reputation for manufacture and supply of HDPE drums. The details of tender are given below:

Description of Job	Supply of 210 Lts. Capacity HDPE drums as per the specifications, terms and conditions mentioned in the enclosed tender documents
Location	HINCOL locations
Quantity	As per attached BOQ
Type of tender	Public Tender
Cost of Tender document	Nil
EMD Amount	As mentioned in Tender Terms and Conditions
Tender issuing authority	Deputy General 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 : esajikumar@hincol.com
Tender Issue Date	23.08.2025
Due Date & Time	26.08.2025, 1600 Hrs.

Bids should be submitted in e-procurement platform PROCOL. 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

Deputy General Manager - SCM



BRIEF TO THE TENDERERS

(To be signed, stamped and attached in PROCOL)

1. This is only a price enquiry document and not an order.
2. The term **"HINCOL"** means Hindustan Colas Private Limited which means and includes its successors and assigns
3. This tender is for the supply of 210 Ltrs. Capacity HDPE (Plastic) Drums to HINCOL Haldia location as per tender documents. Supplier shall be technically and commercially competent to carry out the Order in full once placed.
4. Tender to be submitted in **TWO BID SYSTEM in PROCOL.**
5. The online e-procurement process will be as follows:
 - **Technical Stage** – The Technical Stage feature applies to all vendors who wish to participate and have successfully registered on the platform. Under this process, vendors are required to submit all relevant technical details pertaining to their materials and offerings. Additionally, supporting documents must be provided as proof of compliance with the specified requirements. These attachments will be subject to verification and evaluation as part of the qualification process.
 - **Request for Quotation (RFQ)** – Following the technical evaluation, only those vendors who meet the required technical criteria will be considered technically qualified (though the bids have to be submitted before the due date). These qualified vendors will then be invited to submit their commercial proposals by providing their financial quotes for this tender.
6. HINCOL reserves the right to finalize the prices with the bidders through physical meetings, or through various electronic auctions, or by using any other suitable mode or medium deemed appropriate.
7. **COMPLETION PERIOD: 12 months from PO**
8. Manufacturing, Supply and loading / unloading of HDPE Drums at HINCOL Locations are in the complete responsibility of the supplier unless specified otherwise.
9. The supplier of drums will be responsible for providing transportation of the HDPE drums to our Locations, waybills for the same will be provided by HINCOL. Payment of necessary Tax for transportation services is the responsibility of the Vendor.
10. HINCOL reserves the right to execute the job fully or delete any of the parts, or may split the entire work order as per its discretion. Tenderer shall not raise any claim in this regard.
11. Supplier shall carefully estimate scope of work, the plant distances from their manufacturing site, loading/unloading charges at HINCOL locations, and their supply feasibilities before quoting for the job. No claims for additional payments will be entertained at a later date.



SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and attached in PROCOL)

Tenderer (**Only Manufacturers**) who fulfills the following **Minimum Qualifying Criteria** may submit their bid against these tender documents with supporting documents in the Technical Stage

1. Average Annual Financial Turnover: Average Annual Financial Turnover of the bidding organization for previous 3 financial years viz., **2022-23, 2023-2024 & 2024-2025** should be more than **Rs. 1 crores** in each year. Please submit audited Profit & Loss Statement for the last 3 years.

2. Financial: The tenderer should have the experience of having successfully completed similar orders during the last 3 years, period ending 31st March, 2025, as follows:

- **3 order's worth → Rs. 50 lakhs each or**
- **2 order's worth → Rs. 75 lakhs each**
- **1 order worth → Rs. 1.5 cr**

Similar Orders:

For the purpose of this Tender, Manufacturing and Supply of HDPE Barrels of 210 Ltr. capacity conforming to the similar Specifications as mentioned in Technical Specifications document, will be considered as similar works. Aggregate of the orders received from single customer during the same financial year will be considered as single order.

3. EMD: - Tenderers shall submit EMD as per no. of locations participating through RTGS/NEFT/BG for opting to quote. EMD has to be submitted considering only 1 weight, though the price requested is for all 3 weights.

Location	EMD (in INR)
Vashi	75000
Savli	187500
Bahadurgarh	112500
Jhansi	93750
Chennai	187500
Mangalore	187500
Vizag	187500

Name: Hindustan Colas Private Ltd.

Bank Name : State Bank of India

Bank Branch Code : SME Back Bay Reclamation Branch, Mumbai – 400 021

Account Number : 31666624932

IFSC Code : SBIN0011688

4. GOOD MANUFACTURING PRACTICES: The tenderer should have implemented good manufacturing practices in their production units, A specific manufacturing standard is not required for HDPE Drums but a Manufacturing 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. All compliances for EPR rules and corresponding costs to be inclusive of price.

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

SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and attached in PROCOL)

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.

7. Supply Commitment: Bidders should clearly declare supply minimum commitment to HINCOL on a **Daily, Weekly & Monthly basis.**

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)	▪

SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and attached in PROCOL)

6	Registered office address		
	Telephone no.		
	Fax no.		
	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	

SUPPLIER QUALIFICATION CRITERIA

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	If yes, give following particulars of the collaborator	
	Name of the Collaborator	
	Address	
	Telephone nos.	
	Details of collaboration	

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 attached in PROCOL)

DETAILS OF MACHINERY AVAILABLE FOR MANUFACTURING OF HDPE Drums

MAJOR / ALLIED / MINOR MACHINERY			
Details of machines	No. of machines	Items manufactured on machine	Semi-automatic/ Fully-automatic

SCREEN PRINTING FACILITIES

Details of machines	No. of machines	Type of print (screen / enamel)	Semi-automatic/ Fully-automatic

SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and attached in PROCOL)

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 employed for carrying out QC checks (Yes / No)

Tenderer should have the following equipment's:

- a) Drop Tester
- b) Electronic Weighing m/c
- c) Injection / Blow Molding Machine
- d) Hydraulic Press (Top & Bottom)
- e) Automatic Painting Equipment
- f) Leak Testers (On Line)
- g) Hydraulic Test Pump with Gauge
- h) Automatic conveyor systems

Testing Equipment:

- a) Digital Vernier Caliper
- b) Digital Gauge Meter
- c) Batching controllers

Note: Notwithstanding the above list of manufacturing and testing equipment, the decision of HINCOL with respect to the requirement and availability of equipment for manufacturing and testing of tendered item, shall be final and binding on all bidders.

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

SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and attached in PROCOL)

List of Large Companies/ Public Sector Undertakings/ Oil Companies to which item(s) quoted for, have been supplied earlier. Give details as under:

Name of company	Year	Quantity ordered	Quantity supplied	Value of the order (Rs)

REFERENCES SECTION

Please give detail of major contracts in the last three years. Also include major jobs not completed but on hand, if any

Name of the organization	Work Location	Job Description	Value (in lakhs)	Month/ Year of Execution	Contact person	Telephone / e-mail

List of Purchase Orders currently being executed by the tenderer:

Customer Name	Item	PO Number	PO Quantity	PO Balance	Validity of the PO

SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and attached in PROCOL)

FINANCIAL DETAILS

1	Total Net Worth (Rs. lakhs)			
2	Annual Turnover (Rs. lakhs)	2022-23	2023-24	2024-25
3		Registration / License Number		
	GST Number 1/Location			
	GST Number 2/Location			
	GST Number 3/Location			
	GST Number 4/Location			
	GST Number 5/Location			
	GST Number 6/Location			
	Factory License Details			
	Pollution Control Board License			
5	Name & Address of your Banker			
a.			b.	

SUPPLIER QUALIFICATION CRITERIA

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CHECKLIST

<p>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 of the tenderer is liable to be disqualified. Put (✓) against each item if applicable & attached.</p>		
Sr. no.	Document Required	(✓) if attached
1.	Copy of Factory License	
2.	Copy of GST Registration Certificate	
3.	Copy of Pollution Control Board Certification	
4.	Copy of ISI/BIS, ISO 9001/9002 Certification	
5.	List of Main Manufacturing Machinery with capacity pack size	
6.	Details of QC apparatus	
7.	Copy of Purchase order executed: No of PO having values as mentioned in Pre-qualifying Criteria.	
8.	Audited Profit & Loss Statement for the last 2 years viz. 2023-24 & 2024-25	
9.	Memorandum of Association / Partnership deed	
10.	Power of Attorney (for person signing Tender)	
11.	EMD Details	
12.	Supplier undertaking as per point (14) in tender terms and conditions	

- ***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 attached in PROCOL)

1. The term "**HINCOL**" means Hindustan Colas Private Limited which means and includes its successors and assigns.
2. **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.
3. 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.
4. 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.
5. The quantity mentioned in the tender is to be completed within the stipulated period and the initial supplies are to be commenced immediately from the date of Purchase Order / Letter of Intent (LOI) or as per call-ups from HINCOL.
6. Vendor performance will be reviewed quarterly 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.
7. All materials will be accepted only after passing the quality tests at our plants.
8. 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.
9. Material supplied should be packed in standard quality of packaging material and as per the size/dimensions which are mentioned in the tender.
10. 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.
11. The vehicle should report **before 4 PM** at the location on working days.
12. 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.
13. The vendor should **issue an invoice** which will enable the Company to **avail input tax credits**, and for other taxes paid on purchase of material / services. The payment of GST will be made after the corresponding GST appears in the GST portal of HINCOL.
14. **Transportation, unloading** at HINCOL plants and expenses (if any) related to the same are in the **scope of supplier**.

GENERAL TERMS & CONDITIONS

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15. **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, OR among three suppliers 50:30:20 or among four suppliers 40:25:20:15, or any other combination at the finalized rate. In case, nobody accepts the L1 rate, PO for total quantity will be placed on the Finalized L1 bidder.
16. HINCOL reserves the right to place a purchase order, for supply of quantity lesser than your offered quantity, at the same rate as offered.
17. 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.
18. **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 invoice, CENVAT documents, test certificates etc.) should be submitted for processing the payment at the delivery location. The payment is subject to receipt of full input tax credit due for HINCOL from the vendor. In case, the input tax credit amount is denied due to non uploading of sales data on GST portal by the vendor, the same will be debited to the vendor. The payment of GST will be made after the corresponding GST appears in the GST portal of HINCOL.
19. **Validity:** The quotation shall be kept valid for a period of **90 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.
20. **Guarantee Period:** Supplies shall be fully guaranteed for 15 months from the date of supply, 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 Tech Spec.)
21. **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.
22. **Security:** Security as mentioned in the tender document (5%) shall be submitted by the successful tenderer before commencing the supplies.
23. **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.
24. **Negotiation:** HINCOL reserves the right to finalize the prices with the bidders through physical meetings, or through various electronic auctions, or by using any other suitable mode or medium deemed appropriate.
25. **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.
26. **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.

GENERAL TERMS & CONDITIONS

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27. **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.
28. **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

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1) 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**" and 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 is liable to forfeiture in the event of:

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

2) Approval of Sample : All successful tenderers will have to manufacture and supply one HDPE Drum as per Technical specifications enclosed and submit their sample to the respective locations within 10 days of receipt of LOI (Letter of Intent) or PO (Purchase Order) for necessary approvals and modifications. Any minor changes as required will have to be carried out by the successful tenderer without any extra cost. Based on approved **MASTER DRUM**, tenderer should undertake regular manufacture of drums. Approved reference sample of HDPE Drum will have to be kept at our Installation for comparison of drums being supplied against orders. In case of delay by successful tenderer in getting samples approved, HINCOL reserves the right to reduce the quantity or cancel the entire quantity already awarded to him.

3) Delivery Schedule: 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 are advised to specify in the tender document, the maximum quantities 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 number 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 barrels should reach the respective Plant Location before **4 PM on all working days**, otherwise truck will be unloaded on next working day.

4. Defective Material: Barrels not supplied as per specifications, found to be deformed, greasy, underweight, leaky, substandard or have any manufacturing / printing defects, will be rejected during receipt of consignment or as and when detected during the course of filling line at any point of time. **Such defective barrels are to be replaced by Supplier within 7 days of intimation.** The defective barrels will be defaced / destroyed before returning to supplier for replacement. Supplier will arrange their removal from our Plant Location at his own cost.

If vendor fails to replace the defective barrels within 7 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



TENDER TERMS AND CONDITIONS

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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 (Polymer, Dye) and other inputs as per specifications wherever necessary for manufacture of HDPE Drums 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, damaged, Greasy, leaky or off-specifications barrels 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, may entail Risk Purchase.

7. Price : The Tenderer should quote price of drum applicable for the month of August 2025 in the following format:

[Material Cost per Drum (A)] + Conversion Cost per Drum(B) + Freight Charges per Drum(C)

NB: Weight of Drum – 7.4 kgs, 7.7 kgs, 7.8 kgs

(Supply of Cap seals is in the scope of HINCOL).

The values of **A, B and C** in the above formula will be as under:

(A) Material Cost: To be quoted by the bidder. This would be **A_(August)**. Would change monthly as per ICIS index or HMEL Bhatinda Price list for the respective polymer grade, whichever is lower.

(B) Conversion cost per drum: Remains constant for the entire contract period.

(C) Freight charges to HINCOL plant including loading and unloading charges: Remains constant for the entire contract period.

NOTE: All statutory compliances with respect to making of drums, supplying of drums, using of drums, branding of drums, etc including but not limited to EPR rules or any other applicable rules whether is past, present or future will be responsibility of the bidder. Any financial obligation arising out of compliance or non-compliance including any nature of cost etc, will be borne by the bidder. In case there is default by the bidder in such matters, and it comes to the knowledge of HINCOL, at any point of time, at the time of order, execution of order, after completion of order, the necessary recoveries will be made from any amount payable or any BG lying with HINCOL.

8. GST: The payment of GST will be made after the corresponding GST appears in the GST portal of HINCOL.



TENDER TERMS AND CONDITIONS

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9. All relevant documents (including GST Tax / E-invoice, E-Way Bill , Delivery Challan, test certificate & all other relevant document etc.) should be submitted for processing the payment at the delivery location. The payments are subject to receipt of full input tax credit due for HINCOL from the vendor. In case, the input tax credit amount is denied due to non uploading of sales data on GST portal by the vendor, the same will be debited to the vendor.

10. Security: Security, equivalent to **5% of basic value of order**, should be submitted by successful tenderer to our Centralized Purchase Cell at HQO by Crossed demand draft from a Nationalized bank/Private Bank other than Co-Op Bank drawn in favor of Hindustan Colas Private Limited Payable at Mumbai

OR

By an Original Bank Guarantee for 5% of Basic value from a Nationalized Bank/Private Bank other than Co-Op Bank, valid for the entire contract period. Earnest Money Deposit (EMD), will be refunded after submission of Security. Linking with earlier transactions / adjustments with pending bills or any other amount payable by HINCOL, is not allowed. Security 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 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 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 supply / divulge HINCOL's packages / moulds, designs / artwork to any other party. Any vendor found indulging in such activities, appropriate action including blacklisting, penalty etc will be infused 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 drums 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.

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.

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 drum out of consignment received and that HINCOL will make only random checks in accordance with the procedure laid down by MSS / HINCOL.
- c. Drums shall be free from defect of any kind whatsoever for a minimum period of **15 months from the date of filling by HINCOL**. In case HINCOL suffers loss due to leakage or on account of any latent defect found in barrel before the expiry of the above period, HINCOL shall be entitled to claim from supplier not only value of such drums but also the value of the product lost through leakage, **(Minimum INR 1,000/-)**.

17. CANCELLATION:



TENDER TERMS AND CONDITIONS

(To be signed, stamped and attached in PROCOL)

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

- a. 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.
- b. Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding of tenderer if it be a company
- c. 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.
- d. 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: Force Majeure clause will be applicable on both sides. However, in case of force majeure the concerned party shall inform the other party in writing within 21 days of the happening of the force majeure occurrence. The accepted definition of force majeure will be as "Acts of God, war declared or undeclared, Civil Commotion, Natural Calamities (like floods, Earthquakes, Epidemics) Strikes, Lockouts, Statutory restrictions effecting deliveries, fires, explosions and Acts of enemy agent "

19. Validity of Order: Order will be valid for 12 Months from the date of placement of letter of intent / purchase order. HINCOL reserves the right to extend the validity of the order at its sole discretion subject to the rate in line with the market.

20. 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.

21. Evaluation of Tenders: The evaluation of the tender will be based on the Net Landed Cost of the barrel at HINCOL's premises on the due date of the tender. The Net Delivered cost will be arrived at deducting the input credits. Past performance of vendors to HINCOL will be considered while evaluating the tender.

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

22. 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, among three suppliers in the ratio of 50:30:20 at the finalized rate. In case, nobody accepts the L1 rate, PO for total quantity will be placed on the Finalized L1 bidder.

23. 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.



TENDER TERMS AND CONDITIONS

(To be signed, stamped and attached in PROCOL)

24. 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.

25. 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.
- 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



TENDER TERMS AND CONDITIONS

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



TECHNICAL SPECIFICATIONS

(To be signed, stamped and attached in PROCOL)

SPECIFICATIONS FOR HDPE DRUMS

Drums Size / Capacity	: R L- Ring Barrel 210 Ltr. Capacity.
Dimensions	: Mean dia.: 590 +/- 10 mm, length : 920 +/- 10 mm
Weight of the Drums	: 7.4 Kgs, 7.7 Kgs and 7.8 Kgs.
Standard	: Manufacturers Standardization Society (MSS) Specifications / Other (Please mention) / IS 6312
Opening / Closures	: 50mm + 50mm bungs minimum (2)
Roll Ring	: Top & bottom for improved handling.
Color	: Black
Shelf Life	: 15 months from the date of supply
Physical Condition	: Drums should be completely clean from inside & outside and should be fitted with good quality bungs and Cap seals must be provided with HINCOL logo on top.
Print matter	: All Artwork design will be provided by HINCOL. Please check the art work by visiting HINCOL Plant.

Drums which are not meeting the above specifications shall be returned and the decision of the company representative in this regard will be final. The above specifications are tentative and HINCOL reserve the right to accept or reject the specifications mentioned other than the above.

HINCOL will decide which weight of drum to be ordered, before finalizing, at its sole discretion.



TECHNICAL SPECIFICATIONS
(To be signed, stamped and attached in PROCOL)

ART WORK :



PRINTING SIZE - L- 1690 mm / H - 380 mm
BODY COLOUR - BLACK PRINTING COLOUR - YELLOW-109 A_

210 Ltr SBD

YELLOW 1235

BLACK

YELLOW 1235

New Art work adopted for printing on HINCOL Drums.

Type of Drum	Body Colour	Top Lid Colour	Printing on Body	Printing on Top Lid	Process
HDPE Blow Moulded	Blue	Blue	Yellow Band with Black logo	Yellow as Per Colour Code	Screen print

**BOQ**

(To be signed, stamped and attached in PROCOL)

LOCATION WISE QUANTITY

Location	Quantity (nos.)	Rate per drum (7.4 Kg)	Rate per drum (7.7 Kg)	Rate per drum (7.8 Kg)
Vashi	40000			
Savli	100000			
Bahadurgarh	60000			
Jhansi	50000			
Chennai	100000			
Mangalore	100000			
Vizag	100000			

Note: Bidders can participate in any one, more than one, or any number of locations, and EMD to be submitted with respect to no. of locations participating.

Location	Quantity	Recycled drums (one time use with Branding – 7.8Kgs)
Savli	100000	