



**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/PKD-TPT/2025-26/63167**

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: Price Bid (RFQ))** from experienced Transporter of sound financial standing and market reputation for Transportation of Packed Bitumen Emulsion from HINCOL-Jhansi plant to various customer Site. The details of tender are given below:

|                          |                                                                                                                                                                                                                                                                               |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Job       | Transportation of Packed Bitumen Emulsion from HINCOL-Jhansi plant to various customer Site.                                                                                                                                                                                  |
| Location                 | As per enclosed tender documents                                                                                                                                                                                                                                              |
| Quantity                 | As per BOQ mentioned                                                                                                                                                                                                                                                          |
| Type of tender           | Public Tender                                                                                                                                                                                                                                                                 |
| Cost of Tender document  | Nil                                                                                                                                                                                                                                                                           |
| EMD Amount               | Rs. <b>1,00,000/- (Rupees One lakh only)</b>                                                                                                                                                                                                                                  |
| Tender issuing authority | Deputy General Manager – SCM<br>Hindustan Colas Private Limited,<br>HINCOL House, B-601, Marathon Futurex Building,<br>Lower Parel, Mumbai, Maharashtra – 400 013,<br>Phone: 022-23023250/3260<br>E-mail : <a href="mailto:ebsajikumar@hincol.com">ebsajikumar@hincol.com</a> |
| Tender Issue Date        | 17.09.2025                                                                                                                                                                                                                                                                    |
| Due Date & Time          | 30.2025 1600 Hrs.                                                                                                                                                                                                                                                             |

Bids should be submitted in the **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.



Place: Mumbai

Deputy General Manager - SCM



## **BRIEF TO THE TENDERERS**

*(To be signed, attested and attached in the e-procurement platform)*

1. This is only a price enquiry and not an order.
2. This tender is for the supply of **the transportation of Packed Bitumen Emulsion from HINCOL-Jhansi plant to various customer Site** as per attached and other detailed tender documents. Supplier shall be technically and commercially competent to carry out the Order.
3. The online e-procurement process will be as follows:
  - **Technical Stage** – The Request for Proposal (RFP) 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. (If two bid)
  - **Request for Quotation (RFQ)** – Quotations must be submitted in the format specified within the RFQ tab. Only quotations from vendors who meet the technical qualification criteria as determined by our evaluation process will be considered for further review.
4. Entire Tender document with given details, terms & conditions, EMD etc. duly signed and stamped on all the pages in acceptance.
5. 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.
6. **COMPLETION PERIOD: 2 years** from date of Purchase Order or as mentioned in general terms and conditions. The same is extendable by another **6/12 months** in case quantity is pending to be completed.
7. HINCOL reserves the right to execute the job fully or delete any of the parts, OR may split the entire work. Tenderer shall not raise any claim in this regard.
8. Tenderer 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.
9. Escalation / De-escalation in prices will be applicable as per HSD rate revision and as per the tender conditions during the contract period.



## **SUPPLIER QUALIFICATION CRITERIA**

*(To be signed, stamped and attached in the e-procurement platform)*

Tenderer who fulfill the following **Minimum Qualifying Criteria** may submit their bid against these tender documents with supporting documents along with it.

**1.** The Tenderer must have an annual turnover of Minimum Rs.15 lakhs during any one of the previous 3 financial years. Balance sheet and Income Tax Returns/Assessment to be enclosed of last three financial years, ie 2024-25. 2023-24 and 2022-23.

**2.** The Tenderer should own at least 05 ( Five ) Bulk Bitumen Tank Trucks. Photocopies of R C Book for the tankers owned by the tenderer to be enclosed as proof of the same.

**3. EMD:** Bidders shall submit EMD (**Rs. 1,00,000**) 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 : State Bank of India

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

Account Number : 31666624932

IFSC Code : SBIN0011688

**4.** The Tenderer must have the capacity to mobilize minimum 5 additional tankers either owned or attached on short notice.

**5.** The successful Tenderer should place vehicles as per the requirement of HINCOL as and when indents are given for placement of vehicles. Though the allocated quantity would be for One years, the transporter should be in a position and have the capacity to complete the quantity in shorter span of time as per the requirement of HINCOL. Demand is seasonal and the season period is October – June.

**6.** Tenderer and or tankers offered should not be currently in Black list/ Holiday list of HINCOL or any PSU Oil companies. A self- declaration statement in this regard has to be submitted as per Attachment III.

**7.** Transporters participating in the tender should be in compliance with the applicable GST Act. All compliances as required as per GST rules from time to time must be scrupulously complied by all the transporters. Signed compliance declaration should be issued along with Tender document.

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

**9. 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**

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### **SCOPE OF REQUIREMENTS:**

#### **10.Truck Configuration Requirements:**

- a) Tanker Segregation by Product Type
  - PMB / Bitumen Tankers:
    - Dedicated tankers exclusively for PMB and Bitumen.
    - Equipped with oil-fired heating systems capable of maintaining product temperature.
    - Heating system specifications:
      - Thermostatically controlled oil burners
      - Insulated tank body with rockwool or equivalent
      - Flame control and safe drainage provisions
      - Heating capacity sufficient to maintain up to 160°C
    - Preferred tank capacity: 20 –30 KL
  - Emulsion Tankers:
    - Dedicated tankers exclusively for Bitumen Emulsion.
    - Equipped with:
      - Mild steel or stainless-steel interiors
      - Anti-corrosion lining
- b) GPS Tracking System
  - All vehicles must have real-time GPS tracking with:
    - 24x7 monitoring linked to HINCOL dashboard
    - Data logging for speed, route, and stoppages
    - Alerts for route deviation, stoppages, over-speeding
    - Integration with HINCOL's fleet management system



## **SUPPLIER QUALIFICATION CRITERIA**

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### **TENDERERS DETAILS**

|    |                                                                         |                                                                                                                                   |  |
|----|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--|
| 1  | Name of the Company / Firm                                              |                                                                                                                                   |  |
| 2. | Type of Entity                                                          |                                                                                                                                   |  |
|    | Proprietary concern / Company<br>/ Partnership / LLP / Joint<br>Venture |                                                                                                                                   |  |
|    | In case of Joint Venture                                                | <div style="display: flex; justify-content: space-between;"> <span>Prime Member Name</span> <span>Other member Name</span> </div> |  |
| 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 attached in the e-procurement platform)*

|    |                                                                                           |                      |  |
|----|-------------------------------------------------------------------------------------------|----------------------|--|
|    | 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.<br>2.<br>3.<br>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 attached in the e-procurement platform)*

### **DECLARATION BY THE TENDERER**

I/We hereby offer the firm rates in the Rate Schedule attached.

The Earnest Money Deposit (EMD) of Rs. \_\_\_\_\_ has been paid by me/us vide Demand Draft No. /RTGS/NEFT \_\_\_\_\_ dated \_\_\_\_\_. It is agreed that the said amount so deposited is refundable to us after finalization of tender in favour of any party and subject to our fulfilling the terms and conditions of this tender.

I/We hereby agree to abide and fulfill the terms and conditions set out in the general and special conditions of the contract and the Agreement papers as attached, which shall be deemed to form a part of this tender.

I / We return herewith the same duly attested on each page in token of my / our acceptance thereof. I/We hereby declare that this tender and your acceptance to be communicated by you to me / us by a letter shall constitute a valid and binding contract between us till such time the final Agreement is signed by us.

I/We have noted that the HINCOL reserves the right to accept / reject any tender which may / may not fulfill any of the conditions contained above and enclosed Agreement Form, without assigning any reason whatsoever.

I/We hereby confirm that our firm is not on Black Listing / Holiday List of HINCOL or any PSU Oil Companies.

Yours faithfully,

WITNESS NAME:

SIGNATURE:

DESIGNATION:

DATE:

NAME OF FIRM:

ADDRESS:



### **SUPPLIER QUALIFICATION CRITERIA**

*(To be signed, stamped and attached in the e-procurement platform)*

#### **DETAILS OF TRUCK AVAILABLE**

Details of Tank Trucks owned by the firm, which can be positioned immediately for exclusive operation under this contract should be mentioned here. Photocopies of R.C. Books for trucks owned by you should be attached for proof of ownership. Minimum number of trucks to be offered is THREE.

| SR NO. | Regn No. | Make/Model | Engine No. | Chassis No. | Capacity (MT) | Owners Name as per R.C. Book |
|--------|----------|------------|------------|-------------|---------------|------------------------------|
|        |          |            |            |             |               |                              |
|        |          |            |            |             |               |                              |
|        |          |            |            |             |               |                              |
|        |          |            |            |             |               |                              |

#### **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 attached in the e-procurement platform)*

#### **CHECKLIST**

| Tenderer has to submit/attach 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. <b>Put (✓) against each item if applicable &amp; attached.</b> |                                                                            |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------|
| Sr. no.                                                                                                                                                                                                                                                                         | Document Required                                                          | (✓) if attached |
|                                                                                                                                                                                                                                                                                 | Signature and seal on all pages                                            |                 |
|                                                                                                                                                                                                                                                                                 | EMD Submitted (RTGS / NEFT/ BG)                                            |                 |
|                                                                                                                                                                                                                                                                                 | Credential details as per Attachment                                       |                 |
|                                                                                                                                                                                                                                                                                 | Declaration by Tenderer as per Attachment                                  |                 |
|                                                                                                                                                                                                                                                                                 | Details of owned trucks submitted with documentary proof as per attachment |                 |
|                                                                                                                                                                                                                                                                                 | Ownership/Proprietorship details submitted                                 |                 |
|                                                                                                                                                                                                                                                                                 | Income Tax Assessment Return as per PQC                                    |                 |
|                                                                                                                                                                                                                                                                                 | Audit Report (Balance Sheet and P&L) of last 3 financial years             |                 |

- ***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 the e-procurement platform)*

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. 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.
4. 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.
5. Tenderers are requested to submit copies of their GST registration Certificates, if applicable. These documents are mandatory to participate in the tender and are to be submitted along with tender documents.
6. The initial services are to be commenced within 15 days from the date of Purchase Order / Letter of Intent (LOI) or as per call-ups from HINCOL.
7. The price/rate shall **be inclusive** of toll charges.
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. 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.
10. 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.
11. HINCOL reserves the right to place a purchase order, for supply of quantity lesser than your offered quantity, at the same rate as offered.
12. 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.
13. The vehicle should report **before 2 PM at the location on working days based on the call ups.**
14. 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.



## **GENERAL TERMS & CONDITIONS**

*(To be signed, stamped and attached in the e-procurement platform)*

15. **Distribution of Orders:** HINCOL reserves the right to draw its requirement from any number of suppliers of its choice simultaneously and use its discretion regarding the quantities to be ordered / drawn from each supplier basis their original rate, number of TTs available, number of TTs exclusively offered to HINCOL. Supply capacities and their readiness in matching the lowest rates. Purchase Order will be placed on location-wise L1 vendor based on the landed cost of that particular location. HINCOL reserves the right to place a purchase order, for supply of quantity lesser than your offered quantity, at the same rate as offered.
16. **Payment Terms:** Payment will be released within 15 days from the date of receipt of materials/date of submission of bills at locations, whichever is later. All relevant documents (including Tax invoice, E -Way Bill documents, test certificates etc.) should be submitted for processing the payment at the delivery location.
17. **Validity:** The quotation shall be kept valid for a period of **120 days** from the date / extended date of opening of Bids and the order if placed against this tender will be valid for the period specified in the Purchase order.
18. **EMD:** Bids will be considered for evaluation only if the EMD as mentioned in the tender document is made available. EMD is liable to forfeiture in the event of withdrawal of bid during the validity period of the tender, non-acceptance of order once placed, any unilateral revision made by the tenderer during the validity period of the order, non-execution of document after acceptance of the contract/order due to any dispute of the tenderer or any reason whatsoever, non-payment of Security or any non-compliance of tender terms and conditions.
19. **Negotiation:** HINCOL reserves the right to negotiate with the bidders in the order of their initial ranking to achieve our target price.
20. **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.
21. **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.
22. **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.
23. **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 attached in the e-procurement platform)*

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

**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 the 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:**

- a) Withdrawal of Bid 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.

### **VALIDITY OF TENDERS:**

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

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

### **AGREEMENT**

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

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



## **TENDER TERMS AND CONDITIONS**

*(To be signed, stamped and attached in the e-procurement platform)*

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

### **SECURITY**

- i) Successful tenderer would be required to furnish a Security in the form of Bank Guarantee (as per ENCLOSED format) as per the contract for the period stipulated in the contract, within 15 days of issuance Letter of Intent / Confirmation of award of contract by the Company, failing which, Company may forfeit the EMD without prejudice to its rights and cancel the award without giving further notice. The Security shall be for Rs. 6.00 lakhs for the first Tank Truck and further at the rate of Rs. 2.00 lakhs per additional Tank Trucks subject to a maximum of Rs. 15 lakhs.
- ii) The Security should be in the form of BG with validity period of the entire contract period, ie. 2 year plus additional 6 months from the date of commencement of the transport contract.
- iii) Any loss, damages arising out of the contract may be recovered from contractor's running bills of the contract or running bills of any other of his contract with the Company or from the Security /EMD available at the time.
- iv) Adjustment of EMD towards Security is not permissible.
- v) No interest is payable on the Security.

### **Quantity allocation:**

The tentative number of transporters and trucks envisaged for the location against this tender is as given below:

| Tentative Quantity apportionment* |
|-----------------------------------|
| 60 : 40 (2 transporters)          |
| 50:30:20 (3 transporters)         |
| 40:25:20:15 (4 transporters)      |

\*depending on the number of transporters who accept the finalized L1 rate

The allocation of business shall be done keeping in mind the relative ranking of the bidders based on the initial bid.

### **Counter offer clause:**

- The job shall be awarded to the number of parties in the ratio mentioned above as per the order of their ranking, subject to matching of our counter offered / finalized L1 rates by the next ranking vendors.
- The finalized rate (with/without negotiation) shall be counter offered to the next ranking vendors in their order of original ranking, till the required numbers of vendor is met and the entire quantity shall be distributed among those vendors who accepted our counter offered rate as per the above distribution ratio.



## **TENDER TERMS AND CONDITIONS**

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- After completion of counter offer process, if the number of vendors available for distribution of work order is less than the maximum requirement, HINCOL reserves the right to:
  - ✓ In case of 4 vendors- Distribute the order to the four bidders, in the order of original ranking in the ratio of 40:25:20:15 at L1 rates, provided bidders matches the finalized rates of L1
  - ✓ In case of 3 vendors- Distribute the order to the three bidders, in the order of original ranking in the ratio of 50:30:20 at L1 rates, provided bidders matches the finalized rates of L1
  - ✓ In case of 2 vendors- Distribute the order to the two bidders, in the order of original ranking in the ratio of 60:40 at L1 rates, provided bidders matches the finalized rates of L1
  - ✓ If no vendor matches L1 rates the whole quantity will be provided to the L1 bidder.

### **COMMENCEMENT OF TRANSPORTATION:**

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

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

### **CONTRACT PERIOD**

The contract shall be for a period **of Two year**. Extension of contract may be allowed subject to satisfactory performance in case PO balance is available for another 6/12 months on mutual agreement. In the event of performance not found satisfactory by HINCOL, the Company reserves the right to cancel the contract anytime during the contract period.

### **GENERAL GUIDELINES**

**The Company reserves the right, at it's sole discretion and without assigning any reason whatsoever to**

- 1) Negotiate with set of L1 tenderers including the lowest bidder.
- 2) Divide the work among tenderers
- 3) Reject any or all tenderers either in full or in part,
- 4) Assign the offered and accepted tank trucks on any route temporarily or permanently and the decision of the Company will be final and binding on the successful tenderers/Contractors.
- 5) Engage additional contractors at any time without giving any notice whatsoever to the contractor/s already appointed against this Tender.
- 6) Send loads in customer nominated transporters' trucks wherever such recommendations are received from the Customers in writing.

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



## **TENDER TERMS AND CONDITIONS**

*(To be signed, stamped and attached in the e-procurement platform)*

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

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

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

In case the Company requires additional tank trucks over and above the number of trucks quoted in the tender, successful tenderers will be requested to provide the same on equitable basis giving preference to owned trucks.

**In case the Company decides to attach trucks owned by other than the Tenderers, owners of the tank truck should execute an Affidavit attaching the Tank Truck with the Tenderer for the period upto last date of proposed**

Tank Trucks provided for transportation of Bulk Bitumen for interstate supplies should be covered by National Permit/Zonal Permit at Contractor's expense.

Wherever TT or Tank Truck have been mentioned, the same applies to Bulk Bitumen tank trucks.

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

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

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

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

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



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### **ATTACHMENT V**

#### **TRANSPORTATION OF BULK BITUMEN ROAD TRANSPORT AGREEMENT FROM HINCOL (Plant location) TO VARIOUS Customer LOCATIONS**

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

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

WHEREAS the Transporter has agreed to transport in tank trucks Bitumen from EX HINCOL VASHI Plant to various locations as mentioned in the Schedule of Rates in consideration of the remuneration and on the terms and conditions hereafter contained.

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

1. The Transporter shall supply required number of tankers to undertake the transportation to meet the Company's requirement as and when the call-ups are given by the company for placement of vehicles. Though the tender is valid for **Two year period**, the transporter shall be in a position and have the capacity to meet the quantity allocated to them in a shorter span of time (if need be) to meet the requirement without any disruption.
2. [a] The Transporter as owner or operators of brand new/old tankers diesel driven, shall provide same immediately on the effective date of the contract for the entire period of the contract.  
[b] Tankers shall fully meet RTO requirements particularly in regard to carrying capacities failing which Company may terminate the use of such tankers without giving any notice. Further in no case shall the vehicles be loaded beyond its Registered Laden Weight (RLW) as approved by RTA/Transport Commissioner  
[c] The tankers shall be maintained in sound mechanical condition at the Transporter's cost. The tankers shall have all the fittings fulfilling the standards laid down by the Company from time to time. Company reserves the right to reject any tanker which in its opinion is not fit for transportation of Bulk Bitumen.  
[d] Company's Manager (or his representatives) shall have the right to check/inspect mechanical fittings etc., and the contractor shall provide the required labour/assistance for such checks/inspection as and when required.  
[e] Company reserves the right to inspect the tankers while in transit from the loading point to the unloading location. For this purpose Company may utilise its own or outside services and the transporter shall offer necessary cooperation during the time such inspection is in progress.
3. It is distinctly understood that the Company has not guaranteed any minimum turnover, whether daily, monthly or annually or during the duration of this Agreement and the carrier will not be entitled to demand



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idle charges or minimum turnover charges or any other loss or damage of whatsoever nature against the Company for non-utilisation of the said tankers wholly or in part.

4. [a] The Transporter shall submit his/their bill for payment of transportation charges within 30 days from the date of delivery of the product at the destination, as per Company's procedures/policies which will be advised to the transporter on request, together with the prescribed form duly filled in and signed by the authorized representative of the Company /Customer which shall serve as conclusive proof of the delivery of the products at the destination.  
[b] The Transporter, in any case, shall submit proof of the delivery with or without bill to the Company within 30 days at the shipping location.  
[c] A bill not submitted beyond six months of the date of delivery, 30 days beyond closing of FY year, 31st March of respective FY, may not be entertained. However, the Company may in its sole discretion waive the above penalties if the Transporter submit satisfactory explanation for the lapses in question.
5. It is essential that the Transporter gets the names, addresses, designations and signature of their authorized agents duly registered in advance with the Company and the signature of such authorized representatives of the Transporter shall be indicated on the requisition slip of the Company based on the intimation given by the Transporter to the Company for loading of products at the Plant. Any change or variation in the new designation of such authorized representative should be intimated in advance to the Company.

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

Transporters should have GPS/VTs (Vehicle Tracking System) installed in their trucks.

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

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

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

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agreement shall be applicable including the Escalation/De-escalation on account Increase / decrease in price of Diesel fuel, as given in Schedule

### **Schedule**

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

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

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

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

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

### **Note:**

1. The retail-selling price of HSD of State Capital of respective HINCOL Plant as on due date of the tender will be the base price.
2. The escalation/ de-escalation of transportation rates will be allowed every month based on the average Retail Selling Price (RSP) of HSD prevailing at the State Capital (of the Plant Location) on every 01st, 11th and 21st of the previous month.
3. The price should be quoted for the respective segments as mentioned inclusive
4. Rate quoted in price bid should be inclusive of toll. Wherever, no toll taxes paid extra by the or reimbursed extra to the transporter, on production of original toll paid receipts through the shortest motorable route to the destination.
7. The Transporter shall bear and pay the entire operational cost of the tanker(s) which will include and be deemed always to include the following: -
  - [a] Provision for the driver, cleaner and also necessary reliefs including their salary and other emoluments.
  - [b] Cost of fuel and lubricating oil necessary.
  - [c] Maintenance and repairs of the tanker(s).
  - [d] Road Tax, route permit fee, vehicle tax, other taxes and toll tax.
  - [e] Insurance.
  - [f] All operations and/or maintenance of the said tanker(s) and/or other items incidental thereto and/or connected therewith.

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- [g]** All Handling charges, loss by delay in transport, transit, road stoppage, delay in time consumed in loading or unloading of products or otherwise whomsoever on account of operations hereunder.
- 8.** The compliance of all Statutes, Court Orders, Government Rules & Regulations regarding transportation of Bulk bitumen and route permit, etc. shall be the responsibility of the Transporter and any fines for noncompliance of any such rules shall be borne by the Transporter. The Transporter shall also carry out, fulfill and implement all directions that may be issued by the Company or its authorized representative relating to transport operation and delivery of the Bulk bituminous products and any violation, breach or default of this agreement shall entitle the Company to terminate the same forthwith without prejudice to the Company's all other rights.
- 9.** The Transporter shall be liable for any loss or damage or injury to the Company's property or employees, the Transporter's property or employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said tanker(s) during transit and the Transporter shall indemnify and keep indemnified the Company against any such loss or damage and shall pay to the Company such amount as may be called upon by the Company to pay. The Transporter shall remain at all times, liable and responsible to the Company for any loss or damage caused to any building, plant or machinery or the property of the Company by any carelessness, negligence, inexperience or willful default of the Transporter or his agents or by his employee of which the Company alone shall be the sole judge. The TT's placed for Hot bitumen /MB loading should be clean and free from inside any foreign materials, any other liquids, fuels, water etc. which may cause spillage/ overflow/ contamination/ accident. The Company shall be at liberty to debit the cost of repair or loss or damage to the account of Transporter.
- 10. [a]** For the purpose of carrying out this job, the Transporter shall employ or engage his own personnel. Persons so employed by the Transporter shall not be deemed to be in the employment of Hindustan Colas Private Limited and the supervision and control of such employees shall rest always with the Transporter. The Transporter agrees to provide all the required amenities to his employees and to pay to them wages prescribed under the Law and the Compensation, if any, for any injury or death while in the course of their employment and all other sum and dues as the case may be, as are from time to time payable under any Law for the time being in force applicable to such employees. If, however, any claim is made by any employee of the Transporter against the Company for wages, compensation or any sum or dues payable by the Company unto such employee, the Transporter agrees to indemnify the Company against any such claim and to pay all the expenses which the Company may incur in defending any proceedings pursuant to such claim.
- [b]** The Transporter agrees to employ competent and efficient employees and operators to ensure that deliveries are correctly effected at destinations. Any consequent loss caused during the course of transit or for any other reason whatsoever shall be made good by the Transporter. The Transporter's employees and representative inside the Plant should conform to the Company's working rules.
- 11.** The Company will make all efforts to receive the goods at the receiving location within 48 hours of time of reporting at the receiving location. No compensation or extra payments will be made to the Transporter for any detention that may occur at loading/unloading location

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- 12.** During the subsistence of the transport contract, any new location is commissioned by the Company, the existing transport contractors will be liable to extend the services to such locations also and the transportation rates will be finalised by prorating transportation rate on the additional KMs covered from the nearest contracted location.
- 13.** In the event the Transporter is required to supply tankers on Sunday / Holidays and/or on round the clock basis, no extra charges will be paid. The Company may not give more than 24 hours advance notice, whenever the Transporter is required to operate on round the clock basis. He shall place additional tankers as required, to transport the additional volume. For such services, the Company will endeavor to give the Transporter reasonable advance notice which may not be more than 48 hours.
- 14.** The Transporter shall make arrangements to take delivery of the product to be transported ex Plant within 24 hours of advice in writing failing which the Company reserves the right to make immediate alternate arrangements for transportation and the differential freight amount will be recovered on current basis. If at any time during the currency of this agreement, the Transporter fails to transport the products as provided hereinabove or to perform the various other obligations specified in this agreement, the Company may, in its discretion and without prejudice to its other rights and remedies obtain services from other Transporters to perform the obligations and transport the product and the Transporter undertakes to reimburse to the Company all additional expenses incurred by the Company in this connection.
- 15.** The Company reserves the right to refuse loading of tankers placed after 24 hours on Scheduled day of placement.
- 16.** The Transporter shall undertake transportation of Bulk Bitumen against approved Transshipment Order and Advice / Delivery Order issued to him from time to time by the dispatching locations.
- 17.** Transportation payment will be made on the basis of the weight of material
- 18.** In all cases **50%** of the Tankers requisitioned on a particular day to be placed by **10 a.m.** and balance by **1 p.m.**, failing which Company reserves the right to refuse loading of tankers placed beyond above timings.
- 19.** The products to be transported will be Tax paid and the Authorities will have the jurisdiction over the products even during transit. Hence, the Transporter shall ensure adequate security of the product during transit and shall answer any queries from Tax Authorities/Excise/Police in the event of any irregularity/theft/damage to the products transported.
- 20.** It shall be the responsibility of the Transporter to ensure that the interstate permits wherever applicable are collected, should satisfy himself that the documents are complete in all respects and accompany the tankers before the tanker leaves the Plant.
- 21.** The Transporter shall be responsible for the documents handed over for the product to be transported. Transporter should ensure that the "Duplicate copy for Transporter" and or Advice / Invoice is handed over to the Company's representative at the receiving location. In the event of this copy being misplaced/lost in transit, the transporter will submit an affidavit stating the loss of Tax document. The affidavit will also include an undertaking for owning responsibility for submitting the document if found at a later date and

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repaying back an amount equivalent to the Tax credit in case the Company suffers financial loss on account of this. The amount in lieu of Tax credit, if required, will be recovered from the pending bills of the transporter or other amounts payable to the transporter or against Bank Guarantee furnished by the Transporter against the contract.

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

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

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

[c] The allowed variation in product quantity at unloading location is limited to 20 Kgs as weighbridge tolerance. In case of shortage recorded per TT on receipt beyond allowed variation of 20Kg, value of such shortages will be debited to the transporters account in full as per recorded shortage.

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

[e] The Contractor shall reimburse the Company for the actual cost of product for shortages in full as recorded during receipt if the shortages are over and above 20 Kgs. In case of an accident, the transporter shall reimburse to the Company for the shortages observed, at the actual cost of product.

[f] If any enroute adulteration/contamination is established the Transporter will be liable to pay the full value of the product based on the listed sales price of the dispatching plant and considering the full tax (GST) and Interest. The Adulterated / contaminated / off spec product will NOT be taken back by Hincol and this product will be the sole responsibility of the transporter to liquidate / dispose at his expense and the transporter will absolve Hincol of all responsibility of this adulterated / contaminated product. For the 1st instance, the Tank Truck and the crew will be blacklisted for a period of one year across HINCOL locations. In case a second instance of adulteration / contamination is reported during the validity of the agreement, the transporter will be blacklisted across HINCOL locations and all the Purchase Orders placed on the said transporter will be foreclosed. Services will be obtained from other transporters and any additional cost, incurred in this process, will be debited to the defaulting transporter and would be recoverable.

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### **(g) Quality Assurance:**

Two numbers joint samples will be drawn from every Tanker at loading locations (Hincol/HPCL) in presence of tank truck crew. The same will be sealed and jointly signed by Driver of tanker and Company representative. One sample will be kept as master sample and other will be sent along with the truck to customer. For any customer complaint/dispute in quality at any later date /time at customer end in terms of deviations from specifications, the joint samples will be taken as reference for testing and confirming the quality of product dispatched. For any deviation in quality from the joint samples to tanker sample, the transporter will be held responsible and suitable actions will be initiated as mentioned in the clause above.

h) The transporter should ensure that the product is delivered at site within reasonable time. Transporters should ensure that Bitumen/ Modified Bitumen is delivered at temperature suitable for unloading at site. Penalty will be levied on the transporter to the extent of the cost of fuel required to reach the required unloading temperature at unloading point. In case any delay in reporting beyond reasonable transit time should be well intimated to the Plant Manager immediately.

- 24.** The Transporter is not permitted to unload the consignment in any other private godown or divert the goods to any other location without prior permission of the Company's authorised representative. In such cases no handling charges or warehousing charges or any other expenses incurred by
- 25.** The Transporter will be reimbursed by the Company. In case where the Company makes arrangements to get the consignments from private godown unloaded by the Transporter after paying the dues, the same will be recovered from the Transporter.
- 26.** The Transporter shall undertake movement of the product without transshipping. However, if transshipment is inevitable, the transporter shall obtain permission of the Company before hand and also ensure that adequate care and precautions are taken to ensure safe handling of the product.
- 27.** The Transporter shall ensure that the product is delivered at the destination within the scheduled time as advised by Manager. For delayed deliveries exceeding two days of the prescribed delivery periods, the Company reserves the right to impose a penalty at the rate of 5 % of the cost of the transportation charges, per day of delay and such penalties shall be recovered from the Transporter's bills, unless satisfactory explanation is given by the Transporter for the delay. The Transporter shall also be responsible for safe conduct of supplies in transit.
- 28.** (a) The Transporter shall not have exclusive right to operate tanker(s) and the Company will be at liberty to appoint one or more Transporters either to run concurrently with the Transporter or separately.  
[b] The Company reserves the right to divert the tanker(s) or to change their instructions/orders without prior notice if found necessary due to operational reasons/exigencies or in an emergency.
- [c] In case of diversion of the tankers on the specific instructions of the Company, the Transporter will be paid by pro rating the transportation rate of the location where it was originally meant for to the diverted location. It will be the responsibility of the Transporter to comply with the requisite RTO formalities, for such diversions, intra or interstate, as the case may be.
- 29.** The rates specified in the Schedule of Rates attached hereto or any substituted schedule as provided herein will apply under all road and weather conditions and the Transporter will not be entitled to any extra allowance/rates

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- 30.** In case the tanker(s) is/are rendered unserviceable for want of repairs, servicing, the Transporter will make arrangements to effect transportation by alternate tanker to be provided by them. The Transporter shall be paid for such other arrangement on the rates indicated the "Schedule of Rates" or any substituted Schedule as provided herein and computed on the actual quantity carried by the vehicles. In the event of the Transporter's failure to provide alternative mode of transportation the Transporter shall be liable to make good to the Company the extra expenses that may be incurred by Company in making other arrangements for effecting supplies without prejudice to all other rights of the Company.
- 31.** Any tax paid on our products by the Transporter will be not reimbursed by the Company on production of original receipts.
- 32.** The Transporter will have a comprehensive Insurance Policy from an established Insurance Company for each vehicle and keep such Policy in force at all times to cover all risk of whatever nature inclusive of any damage caused by the tanker(s) to the Company's property or its employees. The Transporter will produce for the perusal of the Company the original Insurance Policy and proof of payment all Insurance premia and charges in respect thereof as when demanded by the Company.
- 33.** It is clearly understood that the Transit Insurance coverage will be the sole responsibility of the Transporter. The Company does not and will not insure the product under transit risk. The Company will not reimburse the transporter for the same.
- 34.** That the outstation mileage as determined by the Company will be taken as authenticated and shortest routes are always to be followed. In case longer routes are followed, the reason why shorter routes were not used should be explained by the Transporter in writing and prior approval has to be obtained from location in charge.
- 35.** That the Transporter shall submit from any Nationalized Bank, Private Banks other than Co-Op Banks, a Bank Guarantee (as per format enclosed) of Rs. 6.00 lakhs for the first Tank Truck and further at the rate of Rs. 2.00 lakhs per additional Tank Trucks subject to a maximum of Rs. 15 lakhs. per contract with the Company to be held as Security (which will bear no interest) for the due performance of this contract and observance of all conditions hereof. It shall be lawful for the Company to adjust from all pending or future bills and also to appropriate the entire deposit or any part thereof against losses, damages, costs, charges or expenses arising out of the Transporter's failure or neglect to observe any of the terms and conditions of this contract. This is without prejudice to the other remedies available to the Company. The Bank Guarantee shall be valid for a full period of contract.
- 36.** The Transporter shall be responsible for and shall pay all compensation to their employees' payable under Workmen's Compensation Act, 1923, and the amendments thereto for the injuries caused to the workmen. The Transporter shall be responsible for and pay the expenses for providing medical treatment to any employees who may suffer any bodily injury as a result of any accident. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, the Company is obliged to pay compensation to workmen employed by the contractor in execution of the works, the Company will recover from the Transporter the amount of the compensation so paid, and without prejudice to the rights of the Company under the provisions of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due from the Company to the Transporter whether under this contract or otherwise. The Company shall not be bound to contest any claim made against it under the provisions of the said Act except on the written request of the Transporter and upon his giving to the Company full security for all costs for which the Corporation become liable in consequence of contesting such claim.

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





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### **46. The PO Quantity will be allocated considering the following order:**

1. Short listing will be done on the basis of Lowest Price/Rate for the mentioned sector.
2. Subject to matching of the finalized rate in the tender (L1 rate /Lowest rate)
3. No. of owned Trucks assured or committed by the transporter exclusively for HINCOL's requirement during negotiation.
47. Trucks which are carrying traces of Crumb Rubber Modified Bitumen or any other contaminations, will not be permitted for carriage of Bitumen and Bitumen Emulsions. Similarly, trucks having traces of water/Bitumen Emulsion should not be placed for Bitumen / MB loading. HINCOL reserves the right to take action in this regard depending on the extent of contamination or damage.

### **48. 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

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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)
- g) 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.
- h) 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.
- i) 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.
- j) 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.

**BOQ- JHANSI PLANT**

| SL. No | Service                                        | Specification                            | Quantity | UOM |
|--------|------------------------------------------------|------------------------------------------|----------|-----|
| 1      | O/B PACKED TPT<br>JHANSI TO<br>LUCKNOW         | Hincol Jhansi to Lucknow Depot > 20 MT   | 12000    | MT  |
| 2      | O/B PACKED TPT<br>JHANSI TO<br>BAHADURGARH     | Hincol Jhansi to BGH Plant_5 to 10 MT    | 200      | MT  |
| 3      | O/B PACKED TPT<br>JHANSI TO SITE <200<br>KM    | Hincol JHS to <200 kms (UP&MP)_5 to10 MT | 500      | MT  |
| 4      |                                                | Hincol JHS to<200kms (UP&MP)_10 to15 MT  | 500      | MT  |
| 5      |                                                | Hincol JHS to<200kms(UP&MP)_15.2to 20 MT | 500      | MT  |
| 6      |                                                | Hincol JHS to <200 kms (UP & MP) >20 MT  | 500      | MT  |
| 7      | O/B PACKED TPT JHS<br>TO SITE >200 TO<br>400KM | Jhansi to>200 to 400 kms (UP&MP)5to10 MT | 500      | MT  |
| 8      |                                                | JHS to>200 to 400 kms (UP&MP)10.2 to15MT | 500      | MT  |
| 9      |                                                | JHS to>200 to 400 kms (UP&MP)15.2to 20MT | 500      | MT  |
| 10     |                                                | Jhansi to>200 to 400 kms (UP&MP)>20 MT   | 2000     | MT  |
| 11     | O/B PACKED TPT JHS<br>TO SITE >400 TO<br>600KM | Jhansi to>400 to 600 kms (UP&MP)5to10 MT | 500      | MT  |
| 12     |                                                | Jhansi to>400to600 kms (UP&MP)10.2to15MT | 500      | MT  |
| 13     |                                                | Jhansi to>400to600 kms (UP&MP)15.2to20MT | 500      | MT  |
| 14     |                                                | Jhansi to>400 to 600 kms (UP&MP) > 20 MT | 2000     | MT  |
| 15     | O/B PACKED TPT JHS<br>TO SITE >600 KM          | Jhansi to > 600 kms (UP & MP)_5 to 10 MT | 500      | MT  |
| 16     |                                                | Jhansi to>600 kms (UP & MP) 10.2 to 15MT | 500      | MT  |
| 17     |                                                | Jhansi to>600 kms (UP & MP) 15.2 to 20MT | 500      | MT  |
| 18     |                                                | Jhansi to>600 kms (UP & MP) >20 MT       | 2000     | MT  |