



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/CM-EMULSIFIER/2025-26/63158

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 manufacturers of sound financial standing and market reputation for manufacture and supply of Emulsifier. The details of tender are given below:

Description of Job	Supply of Cationic Slow Setting Emulsifier for Cold Mix to HINCOL
Location	As per enclosed tender documents
Quantity	200 MT
Type of tender	Public Tender
Cost of Tender document	NIL
EMD Amount	NIL
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 : ebsajikumar@hincol.com
Tender Issue Date	12.09.2025
Due Date & Time	30.09.2025

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 **Emulsifiers used in the manufacturing of Mix Grade (Cold Mix) Bitumen Emulsion** to Hindustan Colas Private Limited (HINCOL) locations as per attached "**LOCATION LIST**" 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 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. (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: 06 months** from date of Purchase Order or as mentioned in general terms and conditions. The same is extendable by another **6 months** in case quantity is pending to be completed.
7. Manufacture & Supply of Emulsifier to HINCOL Locations is the complete responsibility of the supplier unless specified clearly.
8. The supplier if **Domestic** will be responsible for providing transportation of material to our Locations, waybills for the same will be provided by HINCOL. In case of **foreign supplier**, the delivery up to **Nhava Sheva / Chennai / Kolkata/Haldia Ports on CIF basis (Incoterms 2020)**. Insurance (up to Destination) will be in the scope of the supplier (any downward deviation in incoterms is not allowed). 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.
9. HINCOL reserves the right to execute the job fully or delete any of the parts, OR may split the entire work. Tenderer shall not raise any claim in this regard.
10. Supplier shall carefully estimate scope of work, the plant distances from their manufacturing site, their supply feasibilities etc. No claims for additional payment will be entertained at a later date.



BRIEF TO THE TENDERERS

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

11. Escalation in prices will **not be allowed** during the contract period of the Purchase order.
Transportation rates will also remain the same for a period of contract.



SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and 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. Technical: The tenderer should have the experience of having successfully completed similar orders during the last 2 years, period ending 31st March, 2025, as follows:

- **Bidder should have the Capacity to supply the mentioned quantity in the enquiry in full and should have supplied minimum 25 MT of similar grade emulsifier to HINCOL in the past Or the bidder should be an approved vendor of Colas SA/ Colas group Companies for the similar grade used for similar purpose.**

2. Similar Orders:

For the purpose of this Tender, Manufacturing and Supply of emulsifier conforming to Specifications as mentioned in Technical Specifications document and sold to Modified Asphalt manufacturing Industries in India / Outside India will only be considered as similar works.

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

3. EMD: NIL

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

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

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



SUPPLIER QUALIFICATION CRITERIA

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

TENDERERS DETAILS

1	Name of the Company / Firm	
2.	Type of Entity	
	Proprietary concern / Company / Partnership / LLP / Joint Venture	
	In case of Joint Venture	Prime Member Name Other member Name
3	Year of Incorporation	
4	Type of Company (Please (√) tick the appropriate box)	
	1. Government Undertaking	▪
	2. Joint Sector Company	▪
	3. Public Limited Company	▪
	4. Private limited Company	▪
	5. Partnership Firm	▪
	6. Proprietary Firm	▪
	7. Co-operative Society	▪
	8. Other (Please specify)	▪
6	Registered office address	



SUPPLIER QUALIFICATION CRITERIA

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

	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	
	If yes, give following particulars of the collaborator		
	Name of the Collaborator		
	Address		



SUPPLIER QUALIFICATION CRITERIA

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

	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 the e-procurement platform)

LABORATORY / QUALITY CONTROL FACILITIES

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

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

REFERENCES SECTION

Please give detail of major contracts in the last three years. Also include major jobs in Progress.

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



SUPPLIER QUALIFICATION CRITERIA

(To be signed, stamped and 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. Put (✓) against each item if applicable & attached.		
Sr. no.	Document Required	(✓) if attached
1.	Copy of ISI/BIS, ISO 9001/14001, OHSAS 18001 Certification	
2.	Copy of Purchase order executed: minimum 25 MT of Similar grade Emulsifier supplied in any one year in the last 2 years period as per Qualification Criteria	
3.	Audited Profit & Loss Statement for last 2 years viz. 2023-24 -2024-2025	
4.	Power of Attorney (for person signing Tender)	

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



GENERAL TERMS & CONDITIONS

(To be signed, stamped and 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. 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 as per Tender Terms and Conditions**.
6. 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.
7. Supplied material will be accepted only after passing the quality tests at our plants. **In case of Imported material, a Certificate of Analysis from ISO 17025 certified laboratory is required along with the supply.**
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 5 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 **GST Tax Credit**, if applicable, and for other taxes paid on purchase of material/ availment of services.
14. **Transportation of material** to HINCOL plant is in the **scope of supplier**. GST on these items, if any, would be discharged by the supplier. **Unloading of material** at HINCOL plant is the **scope of HINCOL**.



GENERAL TERMS & CONDITIONS

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15. 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. 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.
17. **Payment Terms:** 15 days after receipt of material at site for domestic suppliers and L/C 90 days from the date of BL for foreign suppliers. Early payments, at the sole discretion of HINCOL, shall be agreed by the supplier without any prepayment charges and in line with the applicable Indian banking regulations. All relevant documents (including Tax invoice, E -Way Bill documents, test certificates etc.) should be submitted for processing the payment at the delivery location.
18. **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.
19. **Guarantee Period:** Supplies shall be fully guaranteed against any or all quality parameters according to the Technical specification document from the date of receipt of material at HINCOL location. (To be verified with Tec Spec.)
20. **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.
21. **Security Deposit :** Security Deposit as mentioned in the tender document shall be submitted by the successful tenderer before commencing the supplies.
22. **Negotiation:** HINCOL reserves the right to negotiate with the bidders in the order of their initial ranking to achieve our target price.
23. **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.
24. **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.
25. **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.



GENERAL TERMS & CONDITIONS

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26. **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)

Tender No. : HINCOL/HQO/CM-EMULSIFIER/2025-26/63158

Subject : Supply of Emulsifier for Cationic Slow Setting Cold Mix/Mix grade type emulsion

Due Date : 30th September 2025 Time: 4.00 PM IST

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

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

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

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

2) Defective Material: Emulsifier not supplied as per specifications, will be rejected during receipt of consignment or as and when detected during the course of usage at any point of time of the contract. Such defective materials is to be replaced by Supplier within **90 days** of intimation. Supplier will arrange their removal from our Plant Location at his own cost.

If the supplier fails to replace the defective materials within 60 days of intimation, HINCOL will be free to dispose of the same at the risk, responsibility and cost of supplier. Appropriate amount will be deducted from supplier's pending bills. HINCOL also reserve their right to suspend temporarily or permanently, the supplies from such party / supplier. In case of any disputes regarding rejection, the decision of Plant Manager of the respective Location will be considered as final and irrevocable. HINCOL also reserve the right to recover all costs / losses incurred due to the use of defective emulsifier in the manufacture of emulsion. The loss thus incurred by HINCOL will be established by a joint inspection of authorized representative of supplier and Hincol personnel.

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

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



TENDER TERMS AND CONDITIONS

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4. Price Escalation / De-escalation: No price escalation-de-escalation is allowed in the course of tender validity period. Price mentioned in the Purchase Order shall be valid for supply of full quantity or the validity period (including any extensions) whichever is earlier.

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

6. Payment Terms: For all **Domestic suppliers** 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 Emulsifier along with submission of such documents to the locations.

For all **Imported suppliers** the payment will be through Letter of Credit (90 days from the date of Bill of Lading) or Payment from 90 days from the date of BL.

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

7. Sub-leasing: The successful tenderers are not allowed or entitled to sublet, subcontract or assign any part of the order without the prior written consent of HINCOL.

8. 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.

9. Validity of offer from Tenderer: The rates quoted as well as total or monthly quantities offered against this tender shall be valid for a period of **90 days** from due date / extended due date of tender.

10. Rejection:

- a. Sampling, testing and acceptance of the consignment shall be carried out in accordance with the procedure prescribed and laid down by HINCOL thereof.
- b. Supplier should note that it is not incumbent upon HINCOL to check and test each and every bag of crumb rubber out of the consignment received and that HINCOL will make only random checks in accordance with the procedure laid down by HINCOL, or global sampling standards.
- c. Supplied crumb rubber shall be free from defect of any kind whatsoever for a minimum period of **12 months from the date of supply to HINCOL**. HINCOL will not be responsible for any losses due to poor quality of plastic bags and supplier should ensure that the best quality bags are used for packing such goods.

11. CANCELLATION:

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

- If Tenderer commits breach of any of the tender terms and conditions and fail to remedy such breach within 15 days of receipt of written notice in regard thereto.
- Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding of tenderer if it be a company.



TENDER TERMS AND CONDITIONS

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

- If the attachment is levied or continued to be levied for a period of seven days upon effects of the tenderer or of any individual or partner of tenderer firm.
- If the tenderer does not adhere to the instructions which may be issued from time to time by HINCOL in connection with the manufacture of HDPE Drums, HINCOL's right to terminate the contract shall be without prejudice to any of other rights and remedies against the tenderer and in the event of terminating the contract, HINCOL shall not be liable to pay for any loss or compensation in respect of such termination.
- HINCOL's right to terminate the contract shall be without prejudice to any of its other rights and remedies against tenderer & in the event of HINCOL so terminating contract, it shall not be liable to pay any loss or compensation in respect of such termination.

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

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

14. Validity of Order: Order will be valid for a period of **6 months** from the date of placement of letter of intent / purchase order. HINCOL may provide an Extension of **3 Months** in addition to the validity period in agreement with the supplier.

15. 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.

16. Negotiations: HINCOL reserves the right to negotiate with the bidders in the order of their initial ranking to achieve our target price.

17. 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.

18. Evaluation of Tenders: The evaluation of the tender will be based on the Net Landed Cost of the Emulsifier at HINCOL's premises on the due date of the tender. (For foreign suppliers the prevalent **Reserve Bank of India published exchange rate** on the date of opening of tender will be taken as basis for currency conversion and calculations). Landed cost is arrived after suitably loading the formulation cost, if any as per the recommendation of HINCOL Technical Department.

19. 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.

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



TENDER TERMS AND CONDITIONS

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21. Raw Material and Other Inputs: Bidder shall be responsible for procurement of all essential raw materials (Primary amines, ACN etc.,) and other inputs as per specifications wherever necessary for the manufacture of Emulsifiers in line with the 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.

22. Declaration by the bidder: Bidders must provide an undertaking that "They will not declare any specific information about the supply of emulsifiers to any other party." If any vendor found indulging in such activities, appropriate penal action will be initiated by HINCOL.

23. 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.

24. Distribution of Orders: HINCOL reserves the right to draw its requirement from any number of suppliers of its choice simultaneously and use its discretion regarding the quantities to be ordered / drawn from each supplier basis their original rate, supply capacities and their readiness in matching the lowest obtained rates. Location wise landed cost will be calculated and order will be placed on the shortlisted vendor/vendors subject to fulfilling all tender conditions. In this tender it is envisaged to split order in the ratio 60:40 amongst L1 and L2 vendors arrived after negotiations (As per negotiation clause)

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.

TENDER TERMS AND CONDITIONS

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

- d)** The award shall be made in writing and published by the Arbitrator within six months after entering upon the reference or within such extended time not exceeding further four months as the sole arbitrator shall by in writing in his own hand, appoint. The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principles of Natural Justice.
- e)** The arbitrator shall be at liberty to appoint if necessary any accountant or engineer or other technical person to assist him and to act by the opinion so taken.
- f)** The arbitrator shall have power to make one or more awards whether or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross claims of the parties.
- g)** To work under contractor shall however continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- h)** The arbitrator shall be entitled to direct any of the parties to pay the costs of the other party in such a manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitration expenses whenever called upon to do so.
- i)** The contract shall be governed by and constructed according to the laws in force in India. The contractor hereby submits to the jurisdiction of the courts situated in Mumbai for the process of actions and proceedings arising out of the contract and the courts in Mumbai only will have the jurisdiction to hear and decide such arbitration and proceedings.

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



TECHNICAL SPECIFICATIONS

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

SPECIFICATIONS FOR CATIONIC EMULSIFIER for COLD MIX / MIX GRADE EMULSION

Primary Usage	: Emulsifier for manufacturing Cationic Slow Setting emulsion for Cold Mix / Mix Grade Bitumen emulsions.
Appearance	: Liquid
Active content	: > 40 % (Active matter)
Color	: Amber / translucent / Yellowish.
Density	: 1.05 +/- 0.05 g/cc @ 20°C
pH (1% water)	: 11
Flash Point	: 50 °C (Minimum)
Viscosity	: 1200 mPaS at 20 °C (maximum)
Packing	: Emulsifier should be packed in New Steel Drums / IBC of Good Quality, with adequately sized bung holes for complete drain off of the product.
Shelf Life	: 1 year from Supply date
Print matter	: Regular Packing (Coding if any will be communicated by HINCOL.

General: Emulsifier supplied should be compatible with Indian conditions and should meet the performance, physical and chemical parameters of bitumen emulsions produced in accordance with "**IS 8887:2018**" standards for Bitumen emulsions of Slow Setting grade.

Note – The above specifications are tentative. All new Suppliers will be technically evaluated for ascertaining the minimum dosage required in producing Mix Grade emulsions and the certified dosage by HINCOLs R&D Department will be taken as the basis for commercial evaluation.



LOCATION LIST

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

Sr. No	Location Address
1	Hindustan Colas Private Limited, BAHADURGARH Near HPCL LPG Gas Plant, Village Asoudha, Delhi- Rohtak Road, Bahadrugarh Haryana - 124507 GSTN: 06AAACH1172P1ZH Contact: Mr. Pawan Kumar Sharman (Plant Manager), Ph: 9997722468
2	Hindustan Colas Private Limited, JHANSI Adjacent to HPCL Karari Depot, Gwalior road - Jhansi - 284419, Uttar Pradesh GSTN: 09AAACH1172P1ZB Contact: Mr. Brijesh Lal (Plant Manager) Ph: 9100954590

Import Locations:

1. JNPT Mumbai: