

**HINDUSTAN ZINC LIMITED**  
CHANDERIYA LEAD ZINC SMELTER  
P.O. – PUTHOLI, DISTT. – CHITTAURGARH, (RAJ.)  
Tele / Fax No. 01472 – 255588

**NOTICE OF INVITATION OF TENDER FOR TRANSPORTATION OF FUEL**

Tender No.HZL/CLZS/CONT/FUEL/10-11

Date: 08.02.2010.

**LAST DATE OF SUBMISSION : 25.02.2010.**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir (s),

1. Sealed tenders are invited for the Transportation of LPG / PROPANE / LDO / LSHS / FO etc. for two years, May 2010 to April 2012 from tanker fleet owners and operators as specified under "Scope of Work" appended hereto. General Terms & Conditions of Tender are set out in the document attached.
2. Tenders must be submitted in sealed envelope only superscripted on the face thereon "TENDER FOR.... & TENDER NO. .. to reach the below given address on or before the closing hours of **25<sup>th</sup> February '10.**
3. EARNEST MONEY :-
  - a. Participating tenderers must deposit Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees TWO Lakhs only) in the form of Demand Draft in favour of "HINDUSTAN ZINC LIMITED", payable at Chittaurgarh (Raj.).
  - b. Cheque, Bank Guarantee (B.G.) or any outstanding payment with Hindustan Zinc Limited (HZL) shall not be accepted / considered as EMD.
  - c. The amount of EMD deposited is liable to be forfeited if successful tenderer (s) do not accept the work awarded.
  - d. The EMD amount will not attract any interest and the EMD amount will be returned to unsuccessful tenderers after finalisation of Work Order.

Yours sincerely,

For **HINDUSTAN ZINC LIMITED,**

(Authorised Signatory)

**Address to submit the tender**

**A.G.M. - Logistics**

Chanderiya Lead Zinc Smelter

Hindustan Zinc Ltd.,

P.O. : Putholi – 312 021

Chanderiya, Chittaurgarh, Rajasthan

Enclose :- Main terms & Conditions, Annexure A, B, C & D.

1  
B

**TERMS & CONDITIONS :**

1. **SCOPE OF WORK:** The "Scope of Work" shall be the delivery of LPG / PROPANE / LDO / LSHS / FO from different location to HZL units as per Annexure(s) appended hereto and in accordance with all other Terms and Conditions given below.
2. **RATE :** Rates should be quoted for scope of work against each unit of Hindustan Zinc Limited (HZL). Rates will be firm & fixed till the expiry of the contract. Freight rates shall also be inclusive of all expenses like road tax, toll tax, insurance charges, permit expenses, statutory levies etc. All payments made under this agreement are subject to tax deduction at source as per law. Rates will not change by any reason except change in diesel price as per formula given under clause no.10.
3. **CONTRACT PERIOD:** The contract shall commence for the period of TWO years i.e. from May 2010 to April 2012, however, it can be extended further on the same rates, terms and conditions at the sole discretion of HZL.
4. **NO QUANTUM GUARANTEE :** Quantity mentioned in Annexure(s) is indicative. HZL gives no guarantee for the quantum of work and reserves the right in its sole and absolute discretion notwithstanding anything to the contrary contained herein to alter, increase or decrease quantum of work as per operational needs and circumstances. However, increase in quantity and its lifting within specified time period will attract bonus of Rs.1500/- per vehicle under prior approval by Unit Head – Materials.
5. **PAYMENT TERM :** Fortnightly bills are to be submitted to the reporting officer of Receiving Unit, as per Annexure - D, for certification and payment. Payment shall be made in next 15 working days from the date of submission of bills. Any statutory deduction like income tax, works tax, service tax etc. as applicable shall be deducted from the bills.
6. **PAYING AUTHORITY :** As per Annexure – "D".
7. **SECURITY DEPOSIT :**
  - 7.1 As security for the due, proper and faithful fulfillment of the contract, performance of the Service Provider obligations hereunder and compliance with the provisions of this contract, the transporter will furnish Security Deposit of Rs.5,00,000/- (Rs. Five Lacs only) to HZL in form of Demand Draft or Bank Guarantee from any Nationalised bank in HZL pro-forma within 15 days from the date of order. The Bank Guarantee should be valid for a period of three months in excess of validity period of the contract.
  - 7.2 HZL shall not be liable for payment of any interest on the security deposit or any depreciation thereof.
  - 7.3 The Bank Guarantee shall be released after receiving an application and submission of letter of discharge & final bill by the transporter and after discharge of all its obligations under the contract.
8. **LOSS OF MATERIAL :** Safe custody of the material will be responsibility of the transporter. While taking the delivery of material for transportation the transporter shall ensure that the dispatch weight is correctly recorded in the LR. Weight recorded in Invoice / Challan issued by Dispatching unit (HZL supplier) will form basis for the verification of correct delivery / calculation of shortage at the destination.

For LPG / PROPANE / FO / LSHS calculation of shortages weighment tolerance of 0.20% shall be allowed & for LDO allowance of difference in dip level or in quantity received w.r.t.



dispatch dip level or dispatch quantity due to variation in temperature between loading and unloading points will be only allowed on production of documentary proof of loading temperature from loading station/ point. The temperature allowance shall be given @ 0.72 lt. per degree centigrade per KL. Shortages beyond aforesaid limit will be treated as bad delivery and recoveries shall be made at the material rate (material rate inclusive all taxes and duties) from transporter's pending bills / Security deposit. The deductions will be made for the full shortages, if shortage is beyond the allowable limit.

9. **ACCIDENT AND INCIDENT** : In case of any accident and/ or incident resulting in the loss of the material in transit, entire cost of loss/ damaged material will be recovered from the transporter either from the bills or from the security deposit or otherwise. Recoveries will be made on the basis of prevailing rate of the material, plus Excise duty, Sale Tax etc. In case of loss of consignment during transit due to accident and incident transporter shall inform to respective HZL unit as well as Insurance Company immediately and survey of the same shall be arranged by the transporter.
10. **RATES** : The rates offered should remain firm & fixed during the validity of the contract. The rates quoted should cover the entire scope of work and services covered under this tender inclusive of all incidental charges. Service tax extra if applicable as per laws in force.
- However, HZL shall increase/ decrease its Basic Freight Rate by 0.30% proportionately for every 1% change in diesel price at HZL Receiving unit location.
11. **RISK & COST** :
- 11.1 In the event of failure on the part of transporter to undertake the work as per scope at any given time as per the plan given by the Officer In-charge of HZL Receiving unit, HZL reserve the right to engage alternate source / agency at the entire risk and cost of the transporter.
- 11.2 The HZL shall, at its option, get the work executed elsewhere at the risk and cost of the transporter irrespective of the fact whether the scope of work is identical to the scope of contract or not and in case HZL chooses this course, it will be entitled to recover compensation / damage from the transporter .
12. **DETENTION CHARGES**: It will be HZL endeavour not to detain the tankers beyond the normal time taken for checking and unloading. The tanker shall be unloaded by next day of the reporting date except Sunday/ Holiday. For any delay beyond next day detention of Rs.1000/- per day per vehicle will be paid.
13. **PENALTY APPLICABLE** :
- a) **FOR TRANSIT DELAY** : Time is the essence of the contract. If the contractor fails to transport the material within stipulated transit period, penalty shall be levied @ Rs.1000/- per day per vehicle for the period excess in to transit period specified. Except Force Majeure Clause, no other ground will be entertained for not to levy the penalty. Transit period @ 250 km per day run of the lorry shall be counted excluding the day of loading and reporting.
- b) **FOR TAMPERING WITH QUALITY OF FUEL CARRIED** : Service Provider act for related to Tampering will have serious implication of losing freight for the haulage with additional fine of Rs.5000/- for the trip.
14. **TERMINATION**: HZL shall be at liberty to terminate this agreement forthwith without any notice to the supplier or payment of compensation in lieu thereof, if any Statute or order or

Rule or Regulations, award, or judgment materially affects this agreement. Without prejudice to what is mentioned in indemnity clause hereinafter, HZL shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice and without payment of any compensation, if:

- a) In HZL's Opinion the service provider failed or refused to implement this agreement to company's satisfaction. The transporter shall not challenge the decision of the company.
- b) The transporter commits breach of any of the terms and conditions of this agreement.
- c) The transporter is adjudged an insolvent
- d) For any reason whatsoever the transporter provider becomes disentitled in law to perform its obligation under this agreement.
- e) There is any variation in transporter's constitution or its business without the prior approval in writing by HZL to such variation.

**15. No Compensation for alteration of schedule or suspension of work :** If at any time after the award of contract the HZL shall for any reason whatsoever not require the whole work done or part thereof as specified in the acceptance of the tender HZL shall give notice in writing of the same to the transporter and the transporter shall not be entitled to any compensation and/or damage of any kind whatsoever on account of loss or profit etc. nor the transporter will be entitled to any claim for compensation for re-scheduling for delivery period.

**16. STATUTORY REGULATIONS/ LABOUR LAW, ETC :**

- 16.1 All activities shall be carried out strictly as per the statutory regulation.
- 16.2 The transporter shall follow all statutory laws, rules & regulations while executing the contract work including all the Labour Laws governing the workmen engaged in mine premises by directly or through a sub-contractor and implement the provision of Motor Vehicle Act, Mines Act / Factories act, P.F Act, Gratuity Act, minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Contract Benefit Act, contract Labour Regulation & Abolition Act and other Acts, Rules and regulations framed there under and also provisions of any other acts as may be applicable to Mines / Smelters for his workmen.
- 16.3 If any amount becomes payable by the HZL as result of any claim or applicable in terms of the provisions of the said acts and any other legislation and rules/regulations there under, such amount shall be recovered from the transporter by HZL.
- 16.4 Persons engaged by the transporter in connection with the performance of the transporter, shall be employees of the transporter and if any claim shall be lodged against the HZL in respect of non/payment of wages of remuneration etc. or any description, due from the transporter in the discharge of his/her payments to his employees, such amount will be recovered from the transporter .
- 16.5 The transporter shall intimate the report of accident, if any occurs while in the course of employment within one hour from the occurrence of accident.
- 16.6 The transporter shall maintain and produce relevant record as per the provisions of the afore said act, rules and instructions, on demand from statutory authorities or from the authorised concerning officers of HZL and any failure on the part of the transporter in this

regard, will be deemed as violation of the failure of the contract and shall also file returns / reports to concerned authorities.

**17. FORCE MAJEURE:**

If at anything during the continuance of this contract, the performance in whole or in part by either party (Sub contractors excluded) of any of the obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage fires , floods, explosions , epidemics, quarantine restriction, strikes, lockouts or acts of God (here in after referred to as "Events") then and provided notice of the happening of any such event is given by the affected party to the other within 48 hours from date of occurrence thereof, neither party shall have claim from damages against the other in respect of non-performance or delay in performance, provided further that if the performance in whole or in part is delayed by reasons of such events for a continuous period exceeding 21 days HZL shall have the exclusive right to decide the future course of action including termination of this contract without being liable in any manner whatsoever to the transporter .

**18.0 ARBITRATION :** In the event of any dispute or difference arising out of relating to, under or in respect of this contract between the parties the same shall be referred at the written request of either party to the arbitral tribunal constituted for the adjudication of the dispute or difference as provided hereunder to a sole arbitrator to be nominated by the Managing Director of Hindustan Zinc Limited, Udaipur (Rajasthan)

The Arbitration shall be subject to and in accordance with the provisions of The Indian Arbitration and Conciliation Act 1996 (No. 26 of 1996) and the Rules if any made there under and any statutory modification or re-enactment thereof.

The venue of arbitration proceedings shall be Udaipur, Rajasthan, India. The Arbitrators shall give a speaking, reasoned and claimwise award. Any Arbitration award made in such arbitration proceedings shall be final and binding on the parties and shall be enforceable in any court of competent jurisdiction.

18.1 During the course of arbitration proceedings, the parties hereto shall continue to execute their respective obligations.

18.2 The requirement of appointing Arbitrator to settle the dispute is not binding on the insurance company and it is free to take legal proceedings for realization of its claim against the carrier, if any.

18.3 Both parties agree that any ex-employee of HZL or the seller shall not be nominated as Arbitrator.

**19. GOVERNING LAW & JURISDICTION :** The contract shall in all respects be deemed and construed in conformity with the Indian laws and shall be subject to the exclusive jurisdiction of the Courts at Udaipur alone in the State of Rajasthan.

20. HZL shall not accept any conditional offer. The conditional offer deviated to our terms and conditions shall be rejected.

21. Vehicle should be provided as per rules and permitted capacity by the Loading units of the HZL supplier.

22. Transporter shall ensure total compliance of Indian Motor Vehicle Act and its subsequent amendments issued by Govt. from time to time.



23. Transit insurance of material shall be in HZL account. HZL shall take appropriate marine insurance policy to cover the risk for transportation of the goods involved. The service provider shall produce requisite documents and evidences as may be desired for lodging of claims by HZL against partial or total loss. HZL however reserves its right to take or recover such losses from the service provider in the event of loss of goods, loss of value of goods due to negligence of the service provider and the decision of HZL on such recovery shall be final and binding on the service provider. However, under Insurance the Excess clause applicable is as noted below :
- a. Packed Cargo : 0.50% of the value of consignment.
  - b. Loose Cargo : Rs.1,00,000/- on each and every consignment.
  - c. Liquid Cargo : 0.50% of the value of consignment
24. Decision for awarding Contract / Work Order shall be at sole discretion of HZL applying reverse auction / negotiation or both & fitness of the tenderer.

For Hindustan Zinc Limited

(Authorised Signatory)

In token of acceptance of  
above conditions  
For Tenderer

(Authorised Signatory and seal)  
Name : \_\_\_\_\_

**ANNEXURE – “A”**

**Please submit following details along with the tender :**

(you can use additional sheet for furnishing full details where ever its required)

<b>Sr.No.</b>	<b>Description</b>	<b>Details</b>
1.	Name of the Firm	
1(i)	Sister concern(s) (Name details if any)	
2.	Head Office Address :  Contact person : Tel. No. Mobile No. e- mail address	
2.(a)	Registered Office Address :  Contact person Tel. No. Mobile No. e- mail address	
3.	No. of Branches in India No. of Branches out of India (List with contact details to be attached)	
4	Status – Company/ Partnership firm / Proprietorship etc. (attach document)	
4(i)	Date of Firm start	
6	Permanent Account no. (PAN no.)	
7	Service Tax registration no.	
8	Projected turnover 2009-10	
8(i)	Audited turnover 2008-09 (attach Balance sheet )	
8(ii)	Audited turnover 2007-08 (attach Balance Sheet)	
9	No. of vehicles in own fleet (attach details with carrying capacity of vehicles)	
9(i)	No. of vehicles as attached fleet	
10	Your dealing Bank(s)	
10(i)	Financial Status from Bank certified	
11	Your Major Client(s) during the year 2008-09 with approx. turn over (W.O. copy attached)	
13.	EMD Details (DD No., dt. and Bank name)	

**Annexure – 'B'**

**SCOPE OF WORK:** Transportation of LDO / LSHS / FO from IOCL, Koyali to HZL units as detailed below :

Sr. No	From IOCL, Koyali to	Approx. round trip distance in Km.	Product	UoM	Indicative Annual Qty.	Freight Rate in Rs. per UoM
1	Zawar Mines, Zawar, Udaipur	600	FO	MT	7000	
2	Debari Zinc Smelter, Debari, Udaipur	670	FO	MT	24000	
3	Debari Zinc Smelter, Debari, Udaipur	670	LDO	KL	500	
4	Rajpura Dariba Mines, Rajsamand	750	LDO	KL	250	
5	Dariba Smelter Complex, Rajsamand	750	FO	MT	10000	

**Note :** The Contract will be given for the period from 01.05.2010. to 30.04.2012.

For Hindustan Zinc Limited

For Tenderer

(Authorised Signatory)

(Authorised Signatory and seal)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_



**Annexure – 'C'**

**SCOPE OF WORK:** Transportation of PROPANE from GAIL, Pata to our Haridwar unit as detailed below:

Sr. No.	From GAIL, Pata to	Approx. round trip distance in Km.	Product	UoM	Indicative Annual Qty.	Freight Rate in Rs. per UoM
1	Haridwar Zinc Plant, Haridawar	1100	PROPANE	MT	1000	

**Note :** The Contract will be given for the period from 01.05.2010. to 30.04.2012.

For Hindustan Zinc Limited

For Tenderer

(Authorised Signatory)

(Authorised Signatory and seal)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Annexure – 'D'**

<b>Sr. No.</b>	<b>HZL Units</b>	<b>Consignee</b>	<b>Paying Authority</b>
1	ZWM	Unit Head – Materials, HINDUSTAN ZINC LIMITED, P.O. ZAWAR MINES, DIST. UDAIPUR (RAJ.)	Unit Head – Finance, HINDUSTAN ZINC LIMITED, P.O. ZAWAR MINES, DIST. UDAIPUR (RAJ.)
2	DZS	Unit Head – Materials, HINDUSTAN ZINC LIMITED, Debari Zinc Smelter, P.O. DEBARI, DISTT;UDAIPUR (RAJ)	Unit Head – Finance, HINDUSTAN ZINC LIMITED, Debari Zinc Smelter, P.O. DEBARI, DISTT;UDAIPUR (RAJ)
3	RDM	Unit Head – Materials, HINDUSTAN ZINC LIMITED, Rajpura Dariba Mines, P.O. DARIBA, DISTT; RAJSAMAND (RAJ)	Unit Head – Finance, HINDUSTAN ZINC LIMITED, Rajpura Dariba Mines, P.O. DARIBA, DISTT; RAJSAMAND (RAJ)
4	HZP	Unit Head – Materials, HINDUSTAN ZINC LIMITED, Haridwar Zinc Plant, Haridwar (Uttranchal.)	Unit Head – Finance, HINDUSTAN ZINC LIMITED, Haridwar Zinc Plant, Haridwar (Uttranchal.)
5	DSC	Unit Head – Materials, HINDUSTAN ZINC LIMITED, Dariba Smelter Complex, P.O. DARIBA, DISTT; RAJSAMAND (RAJ)	Unit Head – Finance, HINDUSTAN ZINC LIMITED, Dariba Smelter Complex, P.O. DARIBA, DISTT; RAJSAMAND (RAJ)