



**HINDUSTAN ZINC LIMITED**

Yashad Bhawan, Ext.-CRDL  
P.O. Zinc Smelter, Debari – 313 024  
UDAIPUR, (RAJ.)  
Tel. No. 0294 – 2652159, 2652143

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**NOTICE OF INVITATION OF TENDER FOR FREIGHT FORWARDING, CHA AND  
INLAND TRANSPORTATION OF IMPORT CONSIGNMENTS**

Tender No.HZL/CONT/FF-CHA/19-20/A2

Date: 23.01.2018

**LAST DATE OF SUBMISSION : 2<sup>nd</sup> February 2019**

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

Dear Sir (s),

1. Sealed tenders are invited from reputed Freight Forwarders, Custom House Agents (CHA) and transporters for handling imports consignments for one year (April'19 to March'20) as specified under "Scope of Work" appended hereto.
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 2nd February 2019

Yours sincerely,

For **HINDUSTAN ZINC LIMITED,**

(Authorised Signatory)

Enclose :- Main terms & Conditions, Annexures I to VII

**Address to submit the tender**

**Head – Logistics**  
Hindustan Zinc Ltd.  
C.R.D.L. Building  
P.O: Zinc Smelter,  
Debari-313024, Udaipur (Raj)

### **FRIGHT FORWARDING & CHA ACTIVITIES FOR IMPORTS**

**(A) SCOPE OF WORK : SERVICE PROVIDER shall be responsible for arranging the booking of consignment from Foreign Sea Ports on FOB Basis upto Nhava Sheva Port.**

- (i) The SERVICE PROVIDER shall ensure coordination and follow-up with the foreign supplier for booking of the consignment as per the delivery terms of HZL Purchase Order whose copy shall be provided in advance.
- (ii) The SERVICE PROVIDER shall co-ordinate dispatch of cargo from the foreign suppliers' works, transportation, loading, unloading at sea port and loading into the ship.
- (iii) The SERVICE PROVIDER while taking the delivery of LCL cargos from foreign supplier shall ensure the sea worthy & sound packing of the consignments by the foreign supplier and arrange for subsequent sea freighting as per Purchase order or mail instruction by HZL & arrange to issue necessary Bill of Lading(B/L).
- (iv) SERVICE PROVIDER will ensure to collect the correct documents from foreign supplier as per the requirements of Purchase order of HZL while booking the cargo. Consignment to be booked only after the approval of these documents by HZL.
- (v) SERVICE PROVIDER shall intimate the despatch of cargo along with copy of on board Bill of Lading, and documents as per HZL PO by E-mail immediately after dispatch of Cargo from foreign sea port to HZL and HZL's authorised CHA indicating the departure and arrival dates and times.
- (vi) SERVICE PROVIDER will ensure that no cargo is booked with the vessel of more than 15 years. All vessels irrespective of age shall be fully classified Lloyds A1 or equivalent and should be in regular service.
- (vii) SERVICE PROVIDER will book cargo with standard and renowned carriers only.
- (viii) SERVICE PROVIDER will ensure that the containers used are in sound condition & seaworthy & are not amenable to damage the cargo. SERVICE PROVIDER shall also ensure free Container detention time of 14 days for containerized consignments from arrival of containers at CFS. Container detention of first day is applicable from 15th day from the date of arrival of container at CFS.
- (ix) SERVICE PROVIDER shall be responsible for any damage to containers while in their custody and will resolve disputes with shipping agents directly. HZL shall provide all necessary documents.
- (x) SERVICE PROVIDER must ensure the immediate movement of Containers, to Container Freight Station for onward custom clearance.
- (xi) SERVICE PROVIDER will closely monitor movement of containers and other cargo to ensure speedy delivery and to take corrective steps, if required and will keep informed of all actions.
- (xii) The SERVICE PROVIDER will maintain a database of every Purchase Order and each consignment. SERVICE PROVIDER will submit daily report to the HZL with the status & progress of each consignment.
- (xiii) SERVICE PROVIDER shall co-ordinate with the concerned shipping liners to get the cargo manifested in the prior entry before 48 hours from GLD (general landing date) for Bill of entry filling on prior entry basis. Other related work both at custom house and dock/port to be completed well in time so that there is no delay in taking delivery of the consignment.

- (xiv) SERVICE PROVIDER shall arrange necessary survey and file log-entry immediately with concerned authorities for any shortages / damages etc. The claim should be filed on HZL's behalf timely otherwise responsibility for loss if any rest on SERVICE PROVIDER. Short landing certificate, landing remark certificate be obtained timely and submitted to HZL with log-entry copy on priority along with carriers and survey report.
- (xv) SERVICE PROVIDER shall ensure all the necessary protection either during transit or when being loaded or unloaded or movement of consignments. SERVICE PROVIDER shall ensure to take utmost care of the container/LCL cargo while loading or unloading to avoid all chances of damage or loss to the material.
- (xvi) Service provider will ensure close liaison with carriers and/or their agents to issue Delivery order or goods irrespective of receipt of freight or payment of service provider for any past or present charges, so as to take the delivery of goods immediately for custom clearance. Any delay due to this will be to Service provider's account.

**(B) SCOPE OF WORK : Custom Clearance at Nhava Sheva/Mumbai seaport and delivery to HZL's Units through our authorised Transporter.**

- (i) SERVICE PROVIDER shall ensure timely preparation and filling of necessary documents and B/E in proper HS codes and customs notifications in advance, examination of the material, loading into trucks / handing of consignment and dispatch to the respective HZL's units through our authorized transporter. The clearance of material may also required to be done under DEPB, EPCG, AL and/or any Schemes prevailing at the time of clearance.
- (ii) SERVICE PROVIDER shall liaison closely for timely Out of Charge & dispatches to our units (consignee) on custom clearance. Containerized Cargo is required to be dispatched to our units (consignee) after de-stuffing.
- (iii) SERVICE PROVIDER shall co-ordinate with the concerned shipping liners to get the cargo manifested in the prior entry itself and other related work both at custom house and dock/port/airport to be completed well in time so that there is no delay in taking delivery of the consignment.
- (iv) SERVICE PROVIDER will report to HZL and arrange survey immediately through HZL's authorized surveyors and file log-entry immediately with concerned authorities whenever any package is received in broken, torn or damaged condition and will also issue damage certificate within three days of discharge of cargo. SERVICE PROVIDER will furnish all supporting documents to HZL for them to ensure obtaining the Insurance claims. Any claim arising out of negligence of service provider for any cargo or container, will be recovered from the SERVICE PROVIDER.
- (v) SERVICE PROVIDER shall arrange necessary survey through HZL's authorized surveyors and file log-entry immediately with concerned authorities for any shortages / damages etc. The claim should be filed on our behalf timely otherwise responsibility for loss if any rest on SERVICE PROVIDER. Short landing certificate, landing remark certificate be obtained timely and should be sent to HZL's respective Smelters/Mines with log-entry copy on priority along with carriers and Insurance survey report and custom examination report.
- (vi) In case of shortages /short landing /untraceable cargo etc. claim on behalf of HZL must be lodged with Shipping Line, Carrier's Agent, Port Authority and concerned parties with copies to HZL. Carriers survey be done timely.

- (vii) SERVICE PROVIDER shall ensure to provide the necessary protection and to the goods while in his custody either during transit or when being loaded or unloaded or movement port/warehouse. SERVICE PROVIDER shall ensure to take utmost care of the material while loading or unloading to avoid all chances of damage or loss to the material.
- (viii) SERVICE PROVIDER shall deliver the consignment against clear Lorry Receipt. Details of material including No. of pieces, dimension of the cases, weight etc. should be recorded clearly and invariably in the Lorry Receipt. The responsibility of the SERVICE PROVIDER in regards to the material and delivery thereof will cease only when the consignment is handed over to our authorized Transporter HZL's respective Smelter's/Mines and the condition of the goods should be the same as taken over.
- (ix) SERVICE PROVIDER shall handover copy of B/E, Invoice, packing list to driver of the transporter for all the consignments dispatched to HZL's respective Smelters/Mines.
- (x) SERVICE PROVIDER shall prepare proper & necessary N-Forms wherever applicable to dispatch the consignments without payment of Octroi at check post from the transporter. SERVICE PROVIDER shall submit the original N-Form duly endorsed by BMC official at Octroi check post to HZL. SERVICE PROVIDER shall maintain the record of copies of all the N-Forms issued and duly endorsed by BMC official ones. SERVICE PROVIDER shall coordinate for closure of any outstanding N-Form with BMC to have smooth operation of N-form facility.
- (xi) SERVICE PROVIDER shall be responsible for detention of vehicle in case consignment is not handover to the transporter within the reasonable time and due to that detention charges raised by the transporter to HZL shall be to the SERVICE PROVIDER's account.
- (xii) SERVICE PROVIDER must raise the Vehicles Request to the Transporter only through e-mail with a copy to the concerned HZL person in advance.
- (xiii) SERVICE PROVIDER shall require to clear & arrange delivery out of CFS/port within 4 days from the date of IGM.
- (xiv) SERVICE PROVIDER shall arrange the delivery of the consignment after custom clearance and handover consignment to our authorized Transporter at CFS/Port for onward transportation to HZL's respective Smelters/Mines on same day of Out of Charge.
- (xv) The SERVICE PROVIDER will maintain a database of every Purchase Order and each consignment for Freight Forwarding, Custom Clearance & handling till handover of consignment to HZL's authorized Transporter.
- (xvi) SERVICE PROVIDER will submit Daily Reports to the HZL's respective Smelters/Mines with the progress of each activity indicating HZL PO No. shipping details, BE No. & Date, N-Form No.& Date (if applicable), LR No & Date, Transporter, etc.
- (xvii) The SERVICE PROVIDER shall resolve any issue raised by the customs and ensure that the custom clearance activity do not hamper due to any issue raised by the customs.
- (xviii) Service Provider must ensure to send the Original Duplicate & Triplicate Bill of Entries, Customs Out of Charge Certificate to HZL on the next working day from the out of charge certificate Date.

**(C) SCOPE OF WORK : SERVICE PROVIDER shall be responsible for booking, expediting & arranging the delivery of consignment from Foreign (Origin) Air Ports on Incoterm on FCA Basis upto Delhi Air Port.**

- (i) The SERVICE PROVIDER shall ensure liaison and follow-up with the foreign supplier as per the copy of HZL Purchase Orders and inform the status of readiness of cargo.
- (ii) The SERVICE PROVIDER shall co-ordinate & expedite dispatch of cargo from the foreign suppliers' works, transportation, loading, unloading at air port and loading into the aircraft as per HZL's PO.
- (iii) The SERVICE PROVIDER while taking the delivery from foreign supplier at origin air port. Service Provider shall ensure the air worthy & sound packing of the consignments by the foreign supplier and arrange for subsequent air freighting to Delhi Air Port and arrange to issue necessary Airway Bills.
- (iv) SERVICE PROVIDER will ensure to collect the correct documents from foreign supplier as per the requirements of Purchase Order of HZL before booking the cargo. Consignment to be booked only after approval of Shipper's Invoice and packing list by HZL.
- (v) SERVICE PROVIDER shall submit the set of document to HZL as per PO along with Airway Bill and Freight Certificate by E-mail before dispatch of Cargo to HZL and HZL's authorized CHA. The dispatches MUST only be made after approval from HZL.
- (vi) SERVICE PROVIDER will book cargo with standard and renowned Airlines only.
- (vii) SERVICE PROVIDER MUST take the delivery of cargo at Origin Air Port only if cargo is packed in airworthy and sound packages with proper markings as per HZL's Purchase Order.
- (viii) SERVICE PROVIDER MUST handle packages with utmost care to ensure no breakage occurs particularly for glass, laboratory, electronics, instruments, refractory & fragile items.
- (ix) SERVICE PROVIDER will issue pre-shipment advice and ensure availability of required documents for custom clearance through electronic media. SERVICE PROVIDER shall ensure filing prior IGM at destination airport customs immediately after dispatch of cargo from foreign airport. SERVICE PROVIDER shall arrange IGM immediately after arrival of cargo at destination airport via e-mail to HZL and HZL's authorized CHA.
- (x) SERVICE PROVIDER will arrange Freight Certificate in advance for filling and passing of BE immediately after the dispatch of cargo from foreign airport by E-mail to HZL and HZL's authorized CHA. Any Delay & demurrage due to this will be to SERVICE PROVIDER's account.
- (xi) SERVICE PROVIDER will arrange the Delivery Order on arrival of cargo irrespective of receipt of freight or payment of service provider for any past or present charges, so as to take the delivery of goods immediately on custom clearance. Any delay & demurrage due to this will be to SERVICE PROVIDER's account.
- (xii) SERVICE PROVIDER MUST ensure that all packages pertaining to one AWB is brought by one flight. In no cases the cargo be dispatched by different flights. In case of short landing or over carriage of cargo, all the additional costs incurred by HZL will be recovered from SERVICE PROVIDER's bills. Short Landing Certificate shall be arranged and submitted to the HZL immediately. Necessary claims on Airlines, Airport Authority, etc. must be filled on behalf of HZL immediately.

- (xiii) The SERVICE PROVIDER will maintain a database of every Purchase Order and each consignment for Freight Forwarding.
- (xiv) SERVICE PROVIDER will submit Daily Reports to HZL with the progress of each activity indicating HZL PO No, shipping details, etc. Preferably online tracking system is available with Service Provider to track and monitor each activity.
- (xv) SERVICE PROVIDER must undertake all the activities which are deemed to discharge proper services from the booking of cargo at foreign airport to destination airport.
- (xvi) Refer attached file for SOP & timelines.

**(D) SCOPE OF WORK : SERVICE PROVIDER shall be responsible for arranging the Custom Clearance at Delhi Airport and delivery to HZL's Units through our authorized Transporter.**

- (i) SERVICE PROVIDER shall ensure preparation, filling & passing of B/E in proper HS codes and customs notifications before the cargo arrival at destination port and immediate examination of the material, loading into trucks / handing of consignment and dispatch to the respective HZL units through our authorized transporter.
- (ii) SERVICE PROVIDER shall liaison closely for immediate Clearance and Out of Charge & dispatches to HZL units (consignee) on custom clearance through HZL authorized Transporter.
- (iii) SERVICE PROVIDER shall arrange necessary survey through HZL's authorized surveyors and file log-entry immediately with concerned authorities for any shortages / damages etc. Short landing certificate, landing remark certificate be obtained timely and should be submitted to HZL with log entry copy on priority along with carriers and/or Insurance survey report and custom examination report. Any claim arising out of negligence of service provider for any cargo or container, will be recovered from the SERVICE PROVIDER.
- (iv) SERVICE PROVIDER shall arrange necessary survey through HZL's authorized surveyors and file log-entry immediately with concerned authorities for any shortages / damages etc. Short landing certificate, landing remark certificate be obtained timely and should be submitted to HZL with log entry copy on priority along with carriers and/or Insurance survey report and custom examination report. Any claim arising out of negligence of service provider for any cargo or container, will be recovered from the SERVICE PROVIDER.
- (v) In case of shortages /short landing /untraceable cargo etc. claim on behalf of HZL must be immediately lodged with Airlines, Carrier's Agent, Airport Authority and concerned parties with copies to HZL. Carrier's survey is to be done timely.
- (vi) SERVICE PROVIDER shall ensure to provide necessary protection and safety to the goods during transit or when being loaded or unloaded or movement at port/warehouse. SERVICE PROVIDER shall ensure to take utmost care of the material while loading or unloading to avoid all chances of damage or loss to the material.
- (vii) SERVICE PROVIDER shall require to clear and arrange delivery out from Airport within 3 days from the IGM date.
- (viii) SERVICE PROVIDER shall arrange to lift the consignment immediately after custom clearance and handover consignment the authorized Transporter at Delhi Airport for onward transportation to HZL units (Consignee) on same day of Out of Charge. Any



delay & demurrage due to this will be to SERVICE PROVIDER's account.

(ix) SERVICE PROVIDER shall ensure the dispatch of the consignment to HZL Units (Consignee) against clear Lorry Receipt. Details of material including No. of pieces, dimension of the cases, weight etc. should be recorded clearly and invariably in the Lorry Receipt.

(x) SERVICE PROVIDER shall handover copy of B/E, Invoice, packing list, etc. to the driver of transporter for all the consignments dispatched to HZL units (Consignee).

(xi) SERVICE PROVIDER shall be responsible for detention of vehicle in case consignment is not handover to the transporter within the reasonable time and due to that vehicle detention charges raised by the transporter to HZL shall be to the SERVICE PROVIDER's account.

(xii) SERVICE PROVIDER must raise the Vehicles Request to the Transporter only through e-mail with a copy to the concerned HZL person.

(xiii) The SERVICE PROVIDER will maintain a database of each consignment for Custom Clearance & handling handover of consignment to HZL's authorized Transporter.

(xiv) SERVICE PROVIDER will submit Daily Reports to HZL with the progress of each activity indicating HZL PO No, BE No. & Date, LR No & Date, Transporter, etc. Preferably online tracking system is available with Service Provider to track and monitor each activity.

(xv) The SERVICE PROVIDER shall resolve any issue raised by the customs and ensure that the custom clearance activity does not hamper due to any issue raised by the customs and consignment must be cleared within the stipulated time period.

(xvi) Service Provider must ensure to send the Original Duplicate & Triplicate Bill of Entries, Customs Out of Charge Certificate to HZL on the next working day from the out of charge certificate Date.

(xvii) SERVICE PROVIDER must undertake all the activities which are deemed to discharge proper services for custom clearance till handing over the cargo to our authorized transporter at destination port.

(xviii) Refer attached file for SOP & timelines.

## **2.0 Price Annexures for submitting quotation :**

a) Annexure-I for: Sea freight forwarding quotes from various foreign sea ports on FOB seaport basis to Nhava Sheva, India .

b) Annexure-II for: Air freight forwarding quotes from various foreign air ports on FCA airport basis to Delhi Airport, India.

c) Annexure- III for: Clearing & handling of sea consignments at Nhava sheva seaport.

d) Annexure-IV for: Clearing & handling of air consignments at Delhi airport.

## **3.0 PAYMENT TERM :**

3.1 Bills along with all supporting documents must be submitted in single lot within 7 days from execution of work. Payment shall be made within 30 working days after receipt of bills along with related/supporting documents complete in all respect. However, delay in payment of bill due to any reason will not vitiate other terms of this contract nor will it give any right to the service provider to suspend the work under this contract.

3.2 Bills must be prepared in the name of Hindustan Zinc Ltd addressed to the name of HZL unit for which consignment belongs to.

3.3 No advance payment shall be considered and payable by HZL.

3.4 Basis of Exchange Rate in freight bills shall be official exchange rates (TT Selling) of service provider's authorized bank for buying foreign exchange, as on the date of IGM date. In case of Banks Holiday on IGM Date, exchange rate of next working day shall be taken.

#### **4.0 TAXES & DUTIES :**

4.1 All rates shall be inclusive of taxes and duties as applicable. HZL is not liable to pay any taxes and/or duties leviable for payments in or outside India for performance under this contract.

4.2 GST shall be paid extra at actual subject to submission of Cenvatable Invoices.

4.2 In cases where compulsory tax deduction is required as per prevailing Income Tax rules, HZL's accounts departments will ensure necessary deduction and relevant TDS certificates will be issued to the SERVICE PROVIDER within three month of payment. In case the SERVICE PROVIDER is exempted by Income Tax authorities, necessary TDS will be reduced to that effect provided Income Tax authorities of HZL's area do not object to such reduction.

5.0 **DURATION OF THE CONTRACT:** Contract shall be valid for one year , all rates to be quoted as per above mentioned four different Annuxures, should be valid for one year.

#### **5.1 PLACEMENT OF PARALLEL CONTRACT**

HZL reserves the right to give parallel contract simultaneously to any other party or at any time during the period of contract with one or more service providers as it may deem fit. In case of emergency if HZL is satisfied that the service provider is not in a position to render all the services required, HZL may appoint another service provider for such period of time.

5.2 **BREACH OF STATUTES:** The SERVICE PROVIDER shall indemnify the Owner against all penalties and liabilities of every kind of breach of any Statutes, Ordinances, Rules and regulations or by laws as may be applicable for and in the execution of the contract.

#### **5.3 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 SERVICE PROVIDER and the SERVICE PROVIDER shall not be entitle to any compensation and/or damage of any kind whatsoever on account of loss or profit etc. nor the SERVICE PROVIDER will be entitled to any claim for compensation for re-scheduling for delivery period.

6.0 **LIQUIDATED DAMAGES :** Since time is the essence of this service contract and no amount of liquidated damages can fulfil the loss incurred by OWNER, it is imperative to ensure liquidated damages from the SERVICE PROVIDER as a token of non fulfilment of services. Following liquidated damages will apply :

6.1 In case the Consignments is not delivered within prescribed time limits whatsoever reasons not attributable to HZL, 1% per week of the Service Provider's Bill or part thereof to a maximum of 10% of the Service Provider's Bill shall be levied.

6.2 Any cost incurred to HZL due to Service Provider including demurrages/detention shall be in Service Providers account and deducted from their bills payment.

7.0 **RECOVERY OF DAMAGES ON ACTUALS:** In case of any default by SERVICE PROVIDER in terms of service, documentation lapse resulting into any additional cost to HZL, all such charges will be recoverable from the Bills.



## **8.0 RISK & COST:**

8.1 In the event of failure on the part of SERVICE PROVIDER to undertake the work as per scope at any given time, HZL reserve the right to engage alternate source / agency at the entire risk and cost of the SERVICE PROVIDER.

8.2 The HZL shall also have the option to get the work executed elsewhere at the risk and cost of the SERVICE PROVIDER irrespective of the fact whether the scope of work is identical to the scope of contract or not and in case the HZL chooses this course, HZL will be entitled to recover compensation / damage from the SERVICE PROVIDER.

## **9.0 TERMINATION:**

9.1 **Termination for Default** : The Owner shall at all time have the right to terminate the contract for the SERVICE PROVIDER's default or failure to fulfil the obligations under the contract in whole or in part or if the SERVICE PROVIDER refuses or fails to comply with the provisions of the contract or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time, or fails to perform the work within the time specified. In such an event the Owner may get the whole or residual part of the execution of contract done from other SERVICE PROVIDERS at the risk and cost of the SERVICE PROVIDER.

9.2 **Summary Termination** : In the event of the SERVICE PROVIDER going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of the contract, the HZL shall have the right to terminate the contract, forthwith in addition to and without prejudice to its any other rights or remedies including having to work done/SERVICE PROVIDER's obligations hereunder performed by any third party, selected by private negotiation or otherwise, at the risk and cost of the SERVICE PROVIDER, the HZL will also be entitled to claim from the SERVICE PROVIDER any costs or expenses or losses that the HZL may incur by reasons of the breach of the contract on the part of the SERVICE PROVIDER. The HZL also shall have the right to divert the work to any other SERVICE PROVIDER as may be deemed fit and proper any time during the tendency of the contract at the sole expenses, risk and responsibility of the SERVICE PROVIDER in the event of his performance is found to be unsatisfactory and is detrimental to the discretion of the HZL.

9.3 If the contract is terminated for any reason what so ever during or before its coming into force the HZL reserves the right to invite fresh tender for the whole or any portion of the work and the SERVICE PROVIDER will not be entitled to any claim by way of damages or compensation in respect of the work thus cancelled or terminated.

9.4 **Termination Owing to change in HZL's operational needs** : This contract shall be made on express understanding between the parties and that should at any time during the currency of the contract, substantial change in operational needs occur, making it impracticable for HZL to take deliveries/provide work as estimated at the time of conclusion of this contract, HZL shall notify such change to the SERVICE PROVIDER promptly and on such notice both parties may meet immediately in order to bring about an agreement satisfactory to both. In event that no such agreement is reached, this contract shall stand terminated without any financial implications on either side without prejudice to the rights of either party on any matter pertaining to the performance of the contract prior to and/or up to such termination.

**10.0 SECURITY DEPOSIT :**

10.1 As security for the due, proper and faithful fulfillment of the obligations under the contract, the SERVICE PROVIDER shall furnish to the Owner, a Bank Guarantee for an amount equal to Rs. 10 Lacs in the HZL's proforma from a Nationalized Bank or any other Bank acceptable to HZL valid for a period of three months in excess of the contract period within ten days from the date of receipt of intimation of Owner's acceptance of the Tender. Failure to furnish the Security Deposit within the time specified will be construed as breach of contract and the Owner shall be entitled for compensations. The supplier shall arrange submission of Bank Guarantee to be mailed directly by their banker to Hindustan Zinc Limited by Registered post/courier. In case the Bank Guarantee is obtained by supplier/SERVICE PROVIDER from their banker and then submitted to Hindustan Zinc Limited, the Banker shall send a copy of such Bank Guarantee duly signed by way of confirmation to Hindustan Zinc Limited directly.

10.2 The Owner shall be at liberty without any notice or reference to the SERVICE PROVIDER to realize and enforce payment of the Security Deposit for non-fulfilment and/ or unsatisfactory performance of the contract.

10.3 The Bank Guarantee shall remain binding notwithstanding such variations alterations or extensions of completion time as may be made, given, conceded or agreed to between the SERVICE PROVIDER and the Owner under these general conditions or otherwise.

10.4 It is understood that the Security Deposit shall not bear Interest and the SERVICE PROVIDER shall have no claim for the interest on the Security Deposit or any depreciation thereof.

10.5 The Security Deposit will be returned to the SERVICE PROVIDER without any interest on presentation of "No Demand" certificate from HZL of satisfactory performance and completion of the contract in all respects, including final adjustment of accounts of the SERVICE PROVIDER.

10.6 The Owner shall have full right to cancel the order or to forfeit the amount of security deposit and/or adjust dues recoverable from the SERVICE PROVIDER on other account in the event of his failure to deliver services against our orders and also on account of the risk hire.

10.7 The said Bank Guarantee shall not in any way be construed as a limitation of the Contract and shall be without and in addition to any other remedies available to the Owner in terms of the Contract and/or the laws of land.

**11.0 Post Payment Audit :**

11.1 The HZL reserves the right to carry out a post payment audit and/or technical examination of the work and the final bill including all supporting voucher abstracts etc. and to enforce recovery, if any found as a result of such examination, any over payment, if discovered in respect to any work done by the SERVICE PROVIDER or alleged to have been done by SERVICE PROVIDER under the contract and such a recovery will be made by the HZL by any or all of the modes or methods prescribed herein. If on the other hand any under payment is discovered the amount shall be duly paid to SERVICE PROVIDER by the HZL. Further, the HZL reserves the right to made such recoveries and adjustments notwithstanding the fact that the amount of the final bill may included by one of the parties as on item of dispute before any Arbitrator appointed under the Arbitration Clause of the contract.

Further, unless SERVICE PROVIDER pays and clears the claims of the HZL immediately on demand, the HZL shall at all time be entitled to deduct the sum due from SERVICE PROVIDER from its bill or from the security deposit amount which may have become payable or will become payable to SERVICE PROVIDER under these presents or under any other contract or transaction whatsoever between the SERVICE PROVIDER and the HZL.

**12.0 ASSIGNMENT :**

12.1 The SERVICE PROVIDER shall not sublet, transfer or assign this contract or any part thereof ( or any benefit or interest therein and there under) without written consent of the HZL. But such consent of the HZL if given shall not relieve the SERVICE PROVIDER from any liability or obligation under this contract and the SERVICE PROVIDER shall be responsible for all acts, defaults and neglects of its sub SERVICE PROVIDER, agent and Employees fully as if those are the SERVICE PROVIDER's own acts.

**13.0 NOTICES :**

13.1 All notices to be given under the provisions of this contract shall be forwarded by registered post/courier addressed to the respective parties at the addresses notified or at such other address or addresses, as either party may from time to time designate by written notice as its address or addresses. All notice, so mailed shall be deemed to have been served.

**14.0 FORCE MAJEURE :**

14.1 If at anything during the continuance of this contract, the performance in whole or in part

by either party 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 24 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 SERVICE PROVIDER.

**15.0 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/Whole Time 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 claim wise 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.



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

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 realisation of its claim against the carrier, if any Both parties agree that any ex-employee of HZL or the Service Provide shall not be nominated as Arbitrator.

**16.0 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.

## Annexure I

**All inclusive Rates(consisting of all surcharges and everything) in USD to be quoted from Foreign seaports on FOB basis upto Nhava sheva seaport with one year validity.**

Country	Port of loading	LCL	20'	40'	Transit time (BL Dt to IGM Dt)
Australia	Sydney				
Australia	Adelaide				
Australia	Perth				
Brazil	Santos				
Canada	Toronto				
China	Qingdao				
China	Dalian				
China	Shanghai				
Chile	Chile				
Finland	Helsinki				
France	Fos sur mer				
France	Le-Harve				
Germany	Hamburg				
Belgium	Antwerp				
Netherland	Rotterdam				
Portugese	Portugal				
South Africa	Durban				
Indonesia	Belawan				
Japan	Tokyo / Kobe				
Singapore	Singapore				
Spain	Bilbao				
Sweden	Gothenburg				
Sweden	Stockholm				
UK	Felixstowe				
USA	Houston				
USA	New York				
Taiwan	Keelung/Kaohsiung (Cuso4) Haz Cargo	-		-	

Rates to be quoted for LCL shipments should be on per MT basis or CBM whichever is higher.

Rates to be quoted for FCL shipments should be on per container basis.

Freight rates to be quoted should be considering FOB incoterm 2010 foreign seaport basis. Shipper shall be responsible to deliver the consignment upto on board the ship after duly export documentation & clearance.

Rates to be quoted on all inclusive basis only, No charges apart as mentioned above shall be payable for freight forwarding from Foreign seaport to Nhava sheva seaport.

Rates to be quoted with a validity of one year.

## Annexure II

Upto Delhi Airport	All Inclusive Air Freight Rates to be quoted including all Surcharges and everything from Origin Airport to Delhi Airport on per Kg basis , no additional charges shall be payable except the charges as per below table.								FCA Charges	
Country	Origin Airport	Currency *	Min	- 100	100	300	500	1000	per Kg	Min
Australia	Adelaide	AUD								
Australia	Melbourne	AUD								
Australia	Sydney	AUD								
Australia	Brisbane	AUD								
Australia	Perth	AUD								
Austria	Vienna	EURO								
Belgium	Brussels	EURO								
Canada	Toranto	CAD								
China	Shanghai	USD								
China	Dalian	USD								
Finland	Helsinki	EURO								
France	Paris	EURO								
Germany	Frankfurt	EURO								
Holland	Amsterdam	EURO								
Italy	Milan	EURO								
Norway	Oslo	EURO								
Portugese	Portugal	USD								
Singapore	Singapore	SGD								
South Africa	Durban	USD								
South Africa	Johanesburg	USD								
Spain	Barcelona	EURO								
Spain	Bilbao	EURO								
Sweden	Gothenburg	SEK								
Sweden	Stockholm	SEK								
Sweden	Malmo	SEK								
Sweden	Orebro	SEK								
Switzerland	Zurich	CHF								
UK	London	GBP								
USA	New York	USD								
USA	San Francisco	USD								
USA	Los Angles	USD								
USA	Chicago	USD								
USA	Houstan	USD								
USA	Charlotte	USD								
USA	Atlanta	USD								



**Note :**

1. Freight Rates to be quoted should be per Kg (Chargeable Wt as per AWB) basis for Normal Cargo.
2. Freight Rates plus FCA Charges to be quoted considering the cargos to be booked on incoterm 2010 FCA Airport Basis wherein Shipper shall handover the cargo at Origin Airport terminal after duly Export Documentation & Export Clearance. Charges for Export Documentation shall be applicable on handover cargo without Export Clearance & Export Documentation. however prior approval for the same to be taken on case to case basis and the same to be submitted along with the bills.
3. Freight Rates to be quoted should be for Normal Cargo.
4. Consignment to be Air-freighted within 4-5 days. (AWB Date to IGM Date)
5. Rates quoted should be firm and fixed throughout the tenure of the contract.
6. BRO shall be applicable on bank consigned cargos only, subject to submission of advance CAN, AWB, shipper Invoice, before 48 hours of arrival.
7. Cargo which are to be despatched from the Origin Airport and if the same is not mentioned above shall be discussed & freeze and made part of the contract during tenure of Contract.
8. Advance CAN copy to be provided before 48 hours of arrival of shipment along with AWB, shipper invoice and packing list.

Custom Clearance Charges (SEA)	Annexure III	
Agency Charges for Nhava Sheva/Mumbai seaport	For Machinery & Spare	(% of Ass Value)
	Ass Val upto Rs.1 Crs-	
	Ass Val upto Rs.1-15 Crs-	
	Ass Val upto Rs.15-25 Crs-	
	Ass Val upto Rs.25-50 Crs-	
	Fixed charges	
	Min agency charges per BE in Rs	
	Agency charges per 20 FT container in Rs	
	Agency charges per 40 FT container in Rs	
	EPCG Lic & bond registration charges per Lic within 2-3 days from receipt of HZL Lic & bond.	
Note:		
Above charges to be quoted should be inclusive of B.E. filing under correct HS codes and notifications, documentation, HSS registration, clearance under Lic like EPCG, DFIA, focus market etc, handling, Examination, Out of Charge, Communication charges, and all the activities deemed to be done for clearance & delivery under stipulated time frame.		
All statutory charges viz. Stamp Duty, Port dues, Port handling charges, Destuffing charges, THC, shipping line charges, labour/Forklift/Crane hire for examination/delivery, CWC charges, Survey fees.,etc. at destination port will be payable on actuals basis on submission of receipts & Invoices from Shipping Line/port/CWC/CFS/custom warehouse/ government agencies. <b>Note- Service provide to get all these Invoices raised in their own name and should raise their own Invoice with basic value of supporting Invoices along with GST to claim the reimbursement of these charges .</b>		
No Advance shall be payable.		

## Annexure IV

Custom Clearance Charges (AIR)	% of as value	min	max
Agency Charges			

Note :

1. Above charges to be quoted should be inclusive of B.E. filing under correct HS code and notifications, documentation, HSS registration, handling, Examination, Out of Charge, Communication charges, and all the activities deemed to be done for clearance & delivery under stipulated time frame.

2. All statutory charges viz. Stamp Duty, Port dues, Port handling charges, Destuffing charges, labour/Forklift/Crane hire for examination/delivery, CWC charges, Survey fees, THC, Airlines charges, etc. at destination port will be payable on actuals basis on submission of original receipts & invoices from Airlines and port authorities or statutory /government agency only. **Note- Service provide to get all these Invoices raised in their own name and should raise their own Invoice with basic value of supporting Invoices along with GST to claim the reimbursement of these charges .**

3. No Advance shall be payable

**INLAND TRANSPORTATION:****Scope of Work : SERVICE PROVIDER shall be responsible to take delivery of Imported Consignments at Nhava Sheva/Delhi Air Port and thence transportation & delivery to the HZL's units.**

- (i) SERVICE PROVIDER shall be responsible for taking timely delivery of Imported Consignments at Nhava Sheva / Delhi Airport as per instructions of our Authorized CHA / HZL and immediate movement and earliest delivery to the HZL's units.
- (ii) SERVICE PROVIDER shall ensure that all the consignments dispatched to HZL's respective Smelters/Mines must accompany Copies of B/E, Invoice, packing list, etc. alongwith LR. SERVICE PROVIDER shall ensure passing of consignments under proper N-Form (if applicable) duly endorsed from Check post.
- (iii) For sea consignments- SERVICE PROVIDER shall arrange to transport & deliver the Part Truck Load Consignments within 5 days and 7 days for Rajasthan units and Pantnagar unit respectively and Full Truck Load Consignment on Door delivery basis within 2-3 days and 5 days for Rajasthan units and Pantnagar unit respectively from the date of Customs Out of Charge.
- (iv) For air consignments- SERVICE PROVIDER shall arrange to transport & deliver the Part Truck Load Consignments within 3 days and Full Truck Load Consignment on Door delivery basis within 24 hours to HZL units respectively from the date of Customs Out of Charge.
- (v) SERVICE PROVIDER shall ensure passing and proper endorsement of N-Forms (if applicable) of the consignment without payment of Octroi at check post. Any demand arising out of non-endorsement / improper endorsement at check post shall be to SERVICE PROVIDER'S account.
- (vi) SERVICE PROVIDER shall take-up with BMC and resolve immediately any issues related to N-Form.
- (vii) SERVICE PROVIDER shall ensure delivery of the consignments to respective smelters/mines for the quantity and in sound condition without any external mark of damage. In the event of damage to the packing and or susceptible damage. HZL may have option to seek Open Delivery of the consignment(s). In such a case, the SERVICE PROVIDER will give Open Delivery of the consignment and issue necessary Open Delivery Certificate.
- (viii) SERVICE PROVIDER shall provide at his own cost all the necessary protection and cover to the goods while in his custody either during transit or when being loaded or unloaded from vehicles. SERVICE PROVIDER shall ensure to take utmost care of the material while loading or unloading during transit and or while goods are in their custody to avoid all chances of the damage or loss of material.
- (ix) SERVICE PROVIDER shall deliver the consignment against clear Lorry Receipt. Details of material including No. of pieces, dimension of the cases, weight etc. should be recorded clearly and invariably in the Lorry Receipt by the SERVICE PROVIDER. The responsibility of the SERVICE PROVIDER in regards to the material and delivery thereof will cease only when the consignment is handed over to HZL's respective Smelter's/Mines and the condition of the goods should be the same as taken over.

- (x) SERVICE PROVIDER shall indemnify HZL, against all claims for damage, suits and demand preferred against HZL by third parties in respect of accidents, injuries or death of third person caused by the SERVICE PROVIDER'S vehicle and or employees.
- (xi) In case of material dispatched on weight basis, weight taken at stores of HZL's respective Smelters/Mines would be taken as final.
- (xii) SERVICE PROVIDER shall comply with Motor Vehicles act & rules including weigh carrying capacity of the vehicle as per registration of the State authorities.
- (xiii) Copies of all the N-Form (if applicable) duly passed from Naka is to be submitted alongwith Bills for payment. ORIGINAL N-Form duly passed from Naka is to be retained with you & kept in proper record & any Outstanding N-form in the records of BMC is required to be closed with BMC. One copy of each N-Form duly passed from Naka is to be submitted to HZL within 4-5 days from passing of N-Form at Naka. CHA shall ensure that you will get at least 2 days validity in N-Forms to pass it from Naka
- (xiv) MIS for all the consignments indicating LR No.& Date, Consignment details, N-Form No & Date (if applicable), Unit Name, Date of delivery at Unit is required to be circulated on daily basis.
- (xv) Whenever the material / containers are transported through lorry then the same should have valid registration certificate and insurance to cover third party risk at all times during the subsistence of the contract.
- (xvi) The service provider will take necessary precautions to ensure that the Goods under his custody are protected from loss, damage or deterioration till it gets delivered to destination. HZL will not provide any protective cover to safeguard the goods in transit or during handling or any other required accessories during carriage.
- (xvii) The service provider shall be responsible for all loss, destruction, damage and or deterioration of the material from any cause, whatsoever, while in transit, storage or during handling.
- (xviii) 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 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.
- (xix) The service provider must ensure photograph of vehicle & crew member in case of dispatch by trucks before leaving the CFS whenever required by HZL.
- (xx) **SERVICE PROVIDER TO COMPLY ALL LAWS ETC.**  
Service provider shall ensure total compliance of Indian Motor Vehicle Act and amendments thereof as made from time to time. The service provider shall be responsible for any breach/es and damages resulting from such breach/es shall be to service provider's account. The service provider shall be responsible to secure compliance with all central and state laws as well as the rules, regulations, bye-laws / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. The service provider shall make good at his own cost, any damages to the property of anybody, persons, local authorities etc. due to or arising from his operations covered by under this contract.

(XXI) In addition to above points, the vehicle should also fulfill all requirements as per Annexure C.

**2.0 RATES :**

- a) Annexure-V for: Inland transportation of imported consignments from Nhava Sheva seaport to various HZL sites.
- b) Annexure-VI for: Inland transportation of imported consignments from Delhi airport to various HZL sites.

**3.0 PAYMENT TERM :**

- 3.1 Bills along with all supporting documents must be submitted in single lot within 7 days from execution of work. Payment shall be made within 30 working days after receipt of bills along with related/supporting documents complete in all respect. However, delay in payment of bill due to any reason will not vitiate other terms of this contract nor will it give any right to the service provider to suspend the work under this contract.
- 3.2 Bills must be prepared in the name of Hindustan Zinc Ltd addressed to the name of HZL unit for which consignment belongs to.
- 3.3 No advance payment shall be considered and payable by HZL.

**4.0 TAXES & DUTIES :**

- 4.1 All rates shall be inclusive of taxes and duties as applicable. HZL is not liable to pay any taxes and/or duties leviable for payments in or outside India for performance under this contract.
- 4.2 GST shall be paid extra at actual subject to submission of Cenvatable Invoices.
- 4.2 In cases where compulsory tax deduction is required as per prevailing Income Tax rules, HZL's accounts departments will ensure necessary deduction and relevant TDS certificates will be issued to the SERVICE PROVIDER within three month of payment. In case the SERVICE PROVIDER is exempted by Income Tax authorities, necessary TDS will be reduced to that effect provided Income Tax authorities of HZL's area do not object to such reduction.

- 5.0 **DURATION OF THE CONTRACT:** Contract shall be valid for one year, rates to be quoted considering the same.

**5.1 PLACEMENT OF PARALLEL CONTRACT**

HZL reserves the right to give parallel contract simultaneously to any other party or at any time during the period of contract with one or more service providers as it may deem fit. In case of emergency if HZL is satisfied that the service provider is not in a position to render all the services required, HZL may appoint another service provider for such period of time.

- 5.2 **BREACH OF STATUTES:** The SERVICE PROVIDER shall indemnify the Owner against all penalties and liabilities of every kind of breach of any Statutes, Ordinances, Rules and regulations or by laws as may be applicable for and in the execution of the contract.



**5.3 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 SERVICE PROVIDER and the SERVICE PROVIDER shall not be entitled to any compensation and/or damage of any kind whatsoever on account of loss or profit etc. nor the SERVICE PROVIDER will be entitled to any claim for compensation for re-scheduling for delivery period.

**6.0 LIQUIDATED DAMAGES :** Since time is the essence of this service contract and no amount of liquidated damages can fulfil the loss incurred by OWNER, it is imperative to ensure liquidated damages from the SERVICE PROVIDER as a token of non fulfilment of services. Following liquidated damages will apply :

**6.1** In case the Consignments is not delivered within prescribed time limits whatsoever reasons not attributable to HZL, 1% per week of the Service Provider's Bill or part thereof to a maximum of 10% of the Service Provider's Bill shall be levied.

**6.2** Any cost incurred to HZL due to Service Provider including demurrages/detention shall be in Service Providers account and deducted from their bills payment.

**7.0 RECOVERY OF DAMAGES ON ACTUALS:** In case of any default by SERVICE PROVIDER in terms of service, documentation lapse resulting into any additional cost to HZL, all such charges will be recoverable from the Bills.

**8.0 RISK & COST:**

**8.1** In the event of failure on the part of SERVICE PROVIDER to undertake the work as per scope at any given time, HZL reserve the right to engage alternate source / agency at the entire risk and cost of the SERVICE PROVIDER.

**8.2** The HZL shall also have the option to get the work executed elsewhere at the risk and cost of the SERVICE PROVIDER irrespective of the fact whether the scope of work is identical to the scope of contract or not and in case the HZL chooses this course, HZL will be entitled to recover compensation / damage from the SERVICE PROVIDER.

**9.0 TERMINATION:**

**9.1 Termination for Default :** The Owner shall at all time have the right to terminate the contract for the SERVICE PROVIDER's default or failure to fulfil the obligations under the contract in whole or in part or if the SERVICE PROVIDER refuses or fails to comply with the provisions of the contract or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time, or fails to perform the work within the time specified. In such an event the Owner may get the whole or residual part of the execution of contract done from other SERVICE PROVIDERS at the risk and cost of the SERVICE PROVIDER.

**9.2 Summary Termination :** In the event of the SERVICE PROVIDER going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of the contract, the HZL shall have the right to terminate the contract, forthwith in addition to and without prejudice to its any other rights or remedies including having to work done/SERVICE PROVIDER's obligations hereunder performed by any third party, selected by private negotiation or otherwise, at the risk and cost of the SERVICE PROVIDER, the HZL will also be entitled to claim from the SERVICE PROVIDER any costs or expenses or losses that the HZL may incur by reasons of the breach of the contract on the part of the SERVICE PROVIDER.

HZL also shall have the right to divert the work to any other SERVICE PROVIDER as may be deemed fit and proper any time during the tendency of the contract at the sole expenses, risk and responsibility of the SERVICE PROVIDER in the event of his performance is found to be unsatisfactory and is detrimental to the discretion of the HZL.

- 9.3 If the contract is terminated for any reason what so ever during or before its coming into force the HZL reserves the right to invite fresh tender for the whole or any portion of the work and the SERVICE PROVIDER will not be entitled to any claim by way of damages or compensation in respect of the work thus cancelled or terminated.
- 9.4 **Termination Owing to change in HZL's operational needs** : This contract shall be made on express understanding between the parties and that should at any time during the currency of the contract, substantial change in operational needs occur, making it impracticable for HZL to take deliveries/provide work as estimated at the time of conclusion of this contract, HZL shall notify such change to the SERVICE PROVIDER promptly and on such notice both parties may meet immediately in order to bring about an agreement satisfactory to both. In event that no such agreement is reached, this contract shall stand terminated without any financial implications on either side without prejudice to the rights of either party on any matter pertaining to the performance of the contract prior to and/or up to such termination.
- 10.0 **SECURITY DEPOSIT :**
- 10.1 As security for the due, proper and faithful fulfillment of the obligations under the contract, the SERVICE PROVIDER shall furnish to the Owner, a Bank Guarantee for an amount equal to Rs. 10 Lacs in the HZL's proforma from a Nationalized Bank or any other Bank acceptable to HZL valid for a period of three months in excess of the contract period within ten days from the date of receipt of intimation of Owner's acceptance of the Tender. Failure to furnish the Security Deposit within the time specified will be construed as breach of contract and the Owner shall be entitled for compensations. The supplier shall arrange submission of Bank Guarantee to be mailed directly by their banker to Hindustan Zinc Limited by Registered post/courier. In case the Bank Guarantee is obtained by supplier/SERVICE PROVIDER from their banker and then submitted to Hindustan Zinc Limited, the Banker shall send a copy of such Bank Guarantee duly signed by way of confirmation to Hindustan Zinc Limited directly.
- 10.2 The Owner shall be at liberty without any notice or reference to the SERVICE PROVIDER to realize and enforce payment of the Security Deposit for non-fulfilment and/ or unsatisfactory performance of the contract.
- 10.3 The Bank Guarantee shall remain binding not withstanding such variations alterations or extensions of completion time as may be made, given, conceded or agreed to between the SERVICE PROVIDER and the Owner under these general conditions or otherwise.
- 10.4 It is understood that the Security Deposit shall not bear Interest and the SERVICE PROVIDER shall have no claim for the interest on the Security Deposit or any depreciation thereof.
- 10.5 The Security Deposit will be returned to the SERVICE PROVIDER without any interest on presentation of "No Demand" certificate from HZL of satisfactory performance and completion of the contract in all respects, including final adjustment of accounts of the SERVICE PROVIDER.
- 10.6 The Owner shall have full right to cancel the order or to forfeit the amount of security deposit and/or adjust dues recoverable from the SERVICE PROVIDER on other account in the event of his failure to deliver services against our orders and also on account of the risk hire.

- 10.7 The said Bank Guarantee shall not in any way be construed as a limitation of the Contract and shall be without and in addition to any other remedies available to the Owner in terms of the Contract and/or the laws of land.

**11.0 Post Payment Audit :**

- 11.1 The HZL reserves the right to carry out a post payment audit and/or technical examination of the work and the final bill including all supporting voucher abstracts etc. and to enforce recovery, if any found as a result of such examination, any over payment, if discovered in respect to any work done by the SERVICE PROVIDER or alleged to have been done by SERVICE PROVIDER under the contract and such a recovery will be made by the HZL by any or all of the modes or methods prescribed herein. If on the other hand any under payment is discovered the amount shall be duly paid to SERVICE PROVIDER by the HZL. Further, the HZL reserves the right to made such recoveries and adjustments notwithstanding the fact that the amount of the final bill may included by one of the parties as on item of dispute before any Arbitrator appointed under the Arbitration Clause of the contract.

Further, unless SERVICE PROVIDER pays and clears the claims of the HZL immediately on demand, the HZL shall at all time be entitles to deduct the sum due from SERVICE PROVIDER from its bill or from the security deposit amount which may have become payable or will become payable to SERVICE PROVIDER under these presents or under any other contract or transaction whatsoever between the SERVICE PROVIDER and the HZL.

**12.0 ASSIGNMENT :**

- 12.1 The SERVICE PROVIDER shall not sublet, transfer or assign this contract or any part thereof ( or any benefit or interest therein and there under) without written consent of the HZL. But such consent of the HZL if given shall not relieve the SERVICE PROVIDER from any liability or obligation under this contract and the SERVICE PROVIDER shall be responsible for all acts, defaults and neglects of its sub SERVICE PROVIDER, agent and Employees fully as if those are the SERVICE PROVIDER's own acts.

**13.0 NOTICES :**

- 13.1 All notices to be given under the provisions of this contract shall be forwarded by registered post/courier addressed to the respective parties at the addresses notified or at such other address or addresses, as either party may from time to time designate by written notice as its address or addresses. All notice, so mailed shall be deemed to have been served.

**14.0 FORCE MAJEURE :**

- 14.1 If at anything during the continuance of this contract, the performance in whole or in part by either party 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 24 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 penod 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 SERVICE PROVIDER.

- 15.0 **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/Whole Time 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 claim wise 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.

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

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 realisation of its claim against the carrier, if any Both parties agree that any ex-employee of HZL or the Service Provide shall not be nominated as Arbitrator.

- 16.0 **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.

## Annexure V(Sea transportation)

		HZL units->	RATES FROM NHAVA SHEVA/ MUMBAI SEA PORT TO HZL SITE						
Sr. No.	Item of work	Approx Dist.->	ZM	RDM	RAM	DZS	PMP	HZP	CLZS
1(a)	<b>Full Truck Load 9 MT</b> Standard size of truck with total loading area in cft ( Cubic feet) and total loading weight permissible under road Transport act will be as under:- 17' x 7' x 7'	Full Truck Load of 9 MT on Door Delivery basis.							
1(b)	Full Truck size 22' Max. (L) x 7' Max (W) x 7' Max (H) for transportation	Full Truck Load of 16 MT on Door Delivery basis.							
1 (c)	Normal Trailor Size 40' Max(L) x 7.9' Max (W) x 7.9' Max (H) - for transportation of consignment weighing up to 20 MT	Full Trailor Load of 20 MT on Door Delivery Basis							
1(d)	Normal trailer of 20 FT having weighing upto 8 MT	Full Trailor Load of 8 MT on Door Delivery Basis							
2 (a)	Part Truck load (Small consignments) - Weight upto 30	Per Consignment basis							
2(b)	Part Truck load (Small consignments) - Weight above 30 kgs but upto 1 MT.	per Kg basis							
2(c)	Part Truck load (Small consignments) - Weight above 1 MT but upto 9 MT. (Fraction of MT, prorata basis)	per MT basis							
3(a)	20 FT loaded container in 20 FT trailer (to & fro) charges	per 20' Container Door Delivery Basis							
<b>Additional Charges applicable for Part Truck Load Consignments applicable for 2(a) to 2 C, please quote below-</b>									
Taking Delivery from Nhava Sheva per Consignment Basis----									
Delivery to Units per consignment basis----									
Labour Charges till delivery to Units per Consignment Basis----									
<b>Other Charges &amp; Conditions (per Consignment Basis.)</b>									
1. Prorata increase in rate shall be payable for Truck above 9 MT and Trailor above 20 MT.									
2. ODC charges extra at actuals shall be paid against original RTO receipt.									
3. Rates of 1(a to d) is on truck basis and not on the tonnage basis.									
4. Union Charges extra at actuals against original receipts.									
5. The rates should be inclusive of all charges applicable en route including Tolls etc. up till delivery of consignment upto HZL's respective Smelters/Mines									
6. The rates should be subject to variation only on account of increase/decrease in price of HSD as applicable at Mumbai @ 0.3% or part thereof with every 1% increase / decrease in diesel prices.									
7. The rates should be based on High Speed Diesel Oil Price at Mumbai and price variation clause shall be applicable from the date of contract if awarded.									
8. Road Permits shall be given as per statutory requirement wherever applicable.									

## Annexure VI(Air transportation)

**Freight rate from Delhi to nearest transporter godown / HZL units in case of full truck load.**

Sr. No.	Item of work	HZL units->	ZM	RDM	HZP	RAM	DZS	CLZS	PMP
		Approx Dist. Kms->	703	566	247	445	653	545	272
1(a)	Part Truck load upto 100 Kgs Consignment	per consignment							
1(b)	Part Truck load upto 300 Kgs Consignment	per Kg basis							
1(c)	Part Truck load upto 500 Kgs Consignment	per Kg basis							
1(d)	Part Truck load upto 1000 Kgs Consignment	per Kg basis							
1(e)	Part Truck load > 1 MT Consignment	per MT basis							
2(a)	Full Truck Load upto 1 MT Consignment (Vehilce like Mahindra pickup)	Full Truck Load upto 1 MT on Door Delivery basis.							
2(b)	Full Truck Load upto 3 MT Consignment (Vehilce like TATA 407)	Full Truck Load upto 3 MT on Door Delivery basis.							
2(c)	Full Truck Load upto 5 MT Consignment ( Vehilce like Eicher 1109)	Full Truck Load upto 5 MT on Door Delivery basis.							
2(d)	Full Truck Load upto 9 MT Consignment	Full Truck Load upto 9 MT on Door Delivery basis.							
2(e)	Full 20 Ft trailer load upto	Full trailer load upto 8 MT							
2(f)	Full 40 Ft trailer load upto	Full trailer load upto 20 MT							

**Additional Charges applicable for Part Truck Load Consignments applicable for 1(a) to 1e, please quote below-**

Taking Delivery from Delhi Airport per Consignment Basis

Delivery from nearest transporter godown to Units per consignment basis

Labour Charges till delivery to Units per consignment basis

Note:

1. Part Load Consignments be delivered to respective HZL Units within 5 days.

2. Full Truck Load Consignments be delivered to respective HZL Units within 1 day.

3. Union Charges at port extra at actuals against original receipts.

4. The rates should be inclusive of all charges applicable en route including Tolls etc. up till delivery of consignment upto HZL's respective Smelters/Mines

5. The rates should be subject to variation only on account of increase/decrease in price of HSD as applicable at Delhi @ 0.3% or part thereof with every 1% increase / decrease in diesel prices.

6. The rates should be based on High Speed Diesel Oil Price at Delhi and price variation clause shall be applicable from the date of contract if awarded.

7. Road Permits shall be given as per statutory requirement wherever applicable.



## ANNEXURE : VII

# VEHICLE & DRIVING STANDARD

## VEHICLES AND DRIVING

*All vehicles coming to HZL plant premises should follow below mentioned criteria for Vehicles as well as Drivers. If any vehicle is not fulfilling any of the criteria then it will not be allowed to plant premises.*

### NO-GO Criteria For Vehicles -

1. **Seat Belt** - Vehicle must have functional seat belts for all Seats & 3 Point Contact type seat belts for driver & helper.
2. **Vehicle Fitness** - Any vehicle contracted to HZL should be certified for fitness on Roadworthiness by RTO (in form 38). New vehicle having RC of less than 2 Year old not to produce any fitness certificate separately.
3. **Tyre** - All Vehicle must comply with HZL guidance on Tyre (should have depth of 1.6mm in the centre of the tyre)
4. **Tractor Trolley** – Tractor with trolley has been banned in HZL .Only Auger with Tractor will be allowed for plantation.
5. **Retro-Reflective Tape** – Retro- Reflective tape required in the vehicle (side/front & back) for easy identification of the vehicle.
6. **Spark Arrestor** - Any vehicles carrying flammable & explosive materials such petroleum products i.e. HSD, FO, tyre oil, propane gas etc.
7. **Run Protection** - Side Run (SUDP) & Rear Run(RUDP) Protection should be available in all HMV.
8. **Third Axial Provision** - Empty truck can have lifted third axial but loaded truck should have third axial on ground with running condition.
9. **RC & Insurance Paper** - Vehicle should have a valid RC copy along with Insurance Paper.
10. **Reverse Horn** - Vehicle must have working & audio-able reverse horn.
11. **Indicators/ blinker & Head lights** - Vehicles must have working indicators/ blinkers and Head lights.
12. **Wiper at driver side** - Vehicles must have working wiper on wind screen at Driver side.
13. **Side Mirrors**- Vehicles must have side mirror at driver & helper sides
14. **Fire Extinguisher** – LMV should have 1KG metal body and HMV should have 4KG metal body type Fire Extinguisher (IS 15683).
15. **Disabled Triangle** – All vehicles (LMV & HMV) should have disabled Triangle which has to be used during vehicle breakdown condition.
16. **First Aid Kit** – All vehicles (LMV & HMV) should have one First Aid Kit for emergency Usage.

**NO-GO Criteria For Drivers –**

1. **Seat Belt** – Driver has to use Seat belt all the time whenever will be inside the vehicle.
2. **PPE** - Safety helmet, safety shoes, Goggle & reflective jackets (except hazardous goods carrying vehicles)
3. **Medical Fitness** - All Vehicle drivers must have a medical fitness certificate confirming the parameters stipulated by HZL. Please refer to the Annexure-1.
4. **Intake of Alcohol & Drugs** - Drivers will not be allowed to drive vehicle found taking drugs/Alcohol.
5. **Haz-Chem Training** - All Drivers carrying Hazardous chemicals and/or material possess a valid training certificate on Haz-Chem from state Government approved institute or agency(after completion of CMVR training driving licences will be issued by RTO).Driver should have **TREM** Card with them.

## **Annexure For Drivers Medical Fitness Certificate – (Valid for 6 Months)**

### **MEDICAL FITNESS CERTIFICATE FOR DRIVERS**

**(To be filled by a registered medical practitioner )**

- ❖ Name of the Applicant : \_\_\_\_\_
- ❖ Name of the Applicant's Father : \_\_\_\_\_
- ❖ Age of the Applicant in years : \_\_\_\_\_
- ❖ Sex: Male / Female
- ❖ Address :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ❖ Is the applicant ,to the best of your judgement, subject to Epilepsy, Vertigo ,or any other ailment or likely to affect his efficiency: \_\_\_\_\_
- ❖ Does the applicant suffer from any Heart or Lung Disorder which might interfere with the performance of his duties as a Driver : \_\_\_\_\_
- ❖ B.P : Systolic \_\_\_\_\_ Diastolic \_\_\_\_\_ mm/ Hg
- ❖ CVS : \_\_\_\_\_
- ❖ Respiratory System : \_\_\_\_\_
- ❖ Is there any defect of Vision : \_\_\_\_\_
- ❖ (i) Visual Acuity for Both eyes:  
\_\_\_\_\_
- ❖ Visual acuity (with or without glasses/contact lense /IOL/ Implantable contact lense)

#### **Distant Vision**

Better Eye      Worse Eye

#### **Near Vision**

Better Eye      Worse Eye

#### **(ii) Fundus**

- (i) Any progressive pathological condition
- (ii) Vitreous or Chorio- retinitis
- (iii) Any Retinal disease in Diabetes, Hypertension, Atherosclerosis
- (iv) Corrected Myopia (including the cylinder) exceeding (-) 6D and Hypermetropia (+) 4D in each eye up to 35 years of age.
- (v) Corrected Myopia (including the cylinder) exceeding (-) 6D and Hypermetropia (+) 6D in each eye beyond 35 years of age.

(iii) Colour Blindness:

(iv) Night Blindness :

(v) Presence of Squint ;.

(vi) Glaucoma

❖ Has the applicant possess any deformity or lost any of his limb which would interfere with the efficient Performance of his duties as a driver : \_\_\_\_\_

❖ Does he show any evidence of being addicted to the excessive use of an Alcohol, Tobacco, or Drugs : \_\_\_\_\_

❖ Is he in your opinion generally fit as regards

(a) Bodily Health \_\_\_\_\_ and (b) Eyesight \_\_\_\_\_

❖ Identification Marks : \_\_\_\_\_

In addition to the above questionnaire, I certify that to the best of my knowledge and belief the applicant is FIT / UNFIT to be employed as a Driver.

Name of the Medical Officer: \_\_\_\_\_

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

Medical Registration No: \_\_\_\_\_ : State of Registration /MCI \_\_\_\_\_

**MEDICAL OFFICER**

**(Signature and Seal of Doctor)**