

**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 CHA AND CFS ACTIVITIES AT MUNDRA,  
PIPAVA, AND JNPT PORTS FOR HANDLING EXPORT OF METAL**

Tender No.HZL/CONT/CHA&amp;CFS/19-21/08

Date: 23.01.2019

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

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

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Dear Sir(s),

1. Sealed tenders are invited for CHA and CFS activities at Mundra, Pipava, and JNPT Ports for export of Zinc/Lead metal for the period of two years as specified under “Scope of Work” and “Terms & Conditions” as appended hereto.
2. CHA activities at Jogbani and Raxaul for export of Zinc/Lead Metal to Nepal.
3. 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 2<sup>nd</sup> February 2019.

Yours sincerely,

For **HINDUSTAN ZINC LIMITED,**

(Authorised Signatory)

**Address to submit the tender****Head - Logistics**

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

Enclose :- Scope of work, terms &amp; conditions and price bid template.

**SCOPE OF WORK, TERMS & CONDITIONS FOR CHA & CFS ACTIVITIES AT JNPT, MUNDRA**

**AND PIPAVA PORTS**

**SCOPE OF WORK (Metal Exports):**

1. Receiving the cargo trucks dispatched by HZL at the CFS and unload it on priority basis.
2. Monitoring the arrival of cargo and follow up with transporter and plant dispatch team and Unloading and storing the cargo properly in covered and secured area in CFS
3. Processing the required Customs documents and obtaining necessary permissions.
4. Shifting of the empty containers from empty stack yard to nominated stuffing point or Picking empty containers from container yard in case the containers are not available in your CFS within 24hrs of the issuance of the DO from the shipping line/ freight forwarder
5. Ensuring that the containers picked from the yard are in sound condition.
6. Cleaning the container and material through Air Pressure( if applicable)
7. Stuffing of cargo in containers in safe and secure manner using good equipments/manpower.
8. Lashing of the cargo.
9. Choking, Fumigation etc. of the cargo as and when required/instructed.
10. Monitoring and completion of Inspection activities
11. Ensuring timely completion of all Customs and Port formalities and documentations.
12. Moving the stuffed containers to the Terminal.
13. Monitoring the movement of loaded containers from stuffing point to Port/Terminal. Planning in a manner that no container is sent to the buffer yard.
14. Providing security guards for material and containers and taking total responsibility for the security and intactness of the material right from the time the material arrives at the CFS/Warehouse till it is safely gated inside the port.
15. Negotiating with the shipping lines for the freight rates on our instruction if required
16. Re- strapping of the broken-strapped bundles at the CFS as and when required.
17. Procuring COC/GSP/SAPTA etc. documents from concerned agencies as and when instructed
18. Timely communication of accurate information to all the concerned parties
19. Maintaining and timely circulation of relevant MISs and cargo status on daily basis
20. Coordination with all the concerned parties/agencies at all times
21. Providing accurate and complete documentation from all concerned agencies to HZL timely (e.g. Shipping bills, invoices and packing lists, copies of AREs, EP release, Customs Certified ARE etc..).
22. Customs Authenticated Shipping bills and other relevant documents to be submitted to HZL's Mumbai office on very next day of release.
23. Entering the details of Export Related Activities in our Internal Systems (SAP) as per instructions on real time basis and sap training will be provided by our side .
24. Service Provider should duly authenticate the LR Copies of the consignments received. This shall act as proof of delivering the material by our transporter.

**(Please quote your rate in Annexure-1)**

CHA activities will include holding valid license ensuring pre and post shipment activities pertaining to clearance of FG under export. CHA should demonstrate strong liaison with Port, Excise & Custom's Authorities to accomplish timely shipment with correct documentations and submission of proof of export etc. to Export Marketing requirement.

Service provider should also ensure deployment of necessary Handling & Transport equipments with arrangement of skilled manpower at different stages of movement of cargo and in transit.

Service provider must ensure that the EP copies and DEPB copies etc. should be released on time (approx 20 days after shipment) and in case of delay they should intimate HZL on timely basis for proceedings. In case of EGM Error, service provider would ensure to rectify the error within 45 days from the date of shipment with coordination with the shipping line for releasing the EP Copy, failure of which the HZL has right to levy penalty.

MIS containing details of stock at the CFS, and the status of the cargo/containers to be mailed to HZL twice on a daily basis.

#### **SERVICE INSTRUCTIONS –**

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.

Under no circumstances the service provider can stop work relating to his contract. Necessary remedial measures shall have to be taken by him for any circumstances arising. In case of any dispute the decision of HZL will be binding on the service provider.

The service provider fails to execute the job within a reasonable period or refuses to execute or arrange to execute for any reason, whatsoever, HZL reserves the right to get the job done by any other service providers at the risk and cost of the service provider besides recovery of all losses on this contract through the security deposit or pending bills by the service provider.

The equipments used should be new and in working condition and should not damage the cargo/containers.

The Service provider shall ensure that at the time of taking delivery at the receiving place, the exact weight as per the weigh bridge at dispatching unit and number of ingots are correctly recorded in the relevant Lorry Receipt / consignment note for a container which would be the basis for verification and proper delivery at destinations. However, the consignments will be weighed both at dispatching unit and destinations on respective weigh bridges to record the weights at both ends.

For the purpose of payment of any freight the weight recorded in the Lorry Receipt /consignment note for a truck/container at dispatching unit prior to dispatch shall be the basis of verification. For the purpose of

the correctness of the material delivered at destination, the number of bundles & ingots recorded in the Lorry Receipt /consignment note for a container would be the final.

The material will be handed over to authorised representative of Service Provider on submission of clear Lorry Receipt/consignment note for a truck/container. The responsibility of the service provider with regard to the material will cease only when the exact quantity of goods (number of bundles & ingots) have been delivered intact at the destination stock point. Bundles with broken strap will result to repacking to be done by Service provider at the time of storage of cargo. HZL may provide machine and strap but labour arrangement for the same to be done by Service Provider. Material for lashing may be provided by HZL but labour arrangement shall be in Service Provider's account.

Service Provider shall provide Invoice, Packing List and copies of AREs. Service Provider shall do all the documentation required and send AREs and Customs attested documents to our Udaipur office after customs clearance.

Service Provider shall procure certificate of origin as and when required.

Customs Authenticated Shipping Bills (EC copy) must be delivered at the Mumbai Office on the very next day of release.

Service Provider must ensure for properly transmitted the EP copy to DGFT.

Service Provider must ensure endorsement of proper EPCG Licences on Shipping Bills as per instructions of our Udaipur office

Service Provider shall inform our Udaipur office for timely release of the EP and DEPB Copies. MIS for the same has to be maintained which should be circulated on Fortnightly basis.

Service Provider shall mail the cargo status twice on daily basis.

All the bills submitted should have the valid proof and the supporting for the timely payments.

In case of the any pilferage of the material from the CFS, the total cost of the material will be debited from your account/else the reimbursement from the CFS Officials has to be effected within 10 days from the date of reporting of pilferage.

Maintain an MIS of the status of trucks in the proper format and circulation of the same to all concerned two times daily.

Service Provider would at all times hold (on its own costs) all valid licences for the activities carried out for HZL and would duly produce the same as and when required by the authorities. Failure to do the same would attract penalty and may also lead to the cancellation of the contract.

All activities must be supervised by a competent person at all times.

Continuous monitoring of the performance of the service provider would be done internally by HZL. If the performance is not found satisfactory, Service Provider would be given a warning (along with the specific

parameters) about the same. In case the service provider fails to take corrective actions on the same, HZL reserves the right to take corrective actions on the same including cancellation of the contract.

#### **SERVICE PROVIDER'S EMPLOYEES**

Service provider shall provide all necessary safety gadgets like safety shoes, helmet etc to his employees when they enter in the factory or warehouse premises for the purpose of this agreement etc. Neither service provider nor his employees will be permitted to enter factory premise without safety gadgets. While inside the factory, the employees of the service providers will always bear security gate pass. The service providers will ensure strict compliance of safety measures adopted by the Co. In case of any violation of safety measures by service providers or his employees will be taken seriously and in such situation company reserves the right to cancel the contract.

In case of inability of service providers to arrange safety gadgets for his employees company may supply the same to the service providers on chargeable basis. In that case the service providers shall maintain and keep safety gadgets in good condition and take proper care about the same. In case safety gadgets is lost , misplaced or damaged by the service providers or his employees , the service providers will bear of the same.

The service providers shall be responsible and liable for payment of salary, wages and other legal dues of the employees employed by him for the purpose of rendering service required by company under this agreement. The service providers shall maintain books, account, record s and documents comply with all statutory rules and regulations which are applicable to the service providers for the fulfilment of the terms of this agreement.

The Service Provider's employee shall always be under Service Provider's direct control or supervision and the Service Provider shall be free to transfer its staff in accordance with need provided that the service provider ensures the fulfilment of its obligations under this agreement. The Service provider shall, as the employees have the exclusive right to terminate the services of any of its staff employed to fulfil Service Provider's obligations under this agreement & to substitute persons instead.

The service provider shall comply in all respect with the provisions of all statutes. Rules and Regulations applicable to the service provider and/or to the service provider's employees including but not limited to minimum wages act , ESI Act & Bonus Act & particular the Contract labour ( Regulations & Abolition Act,1970) & the rules made there under . The Service provider is further representing that there is no enquiry /investigation pending by the police against the Service Provider or his employees.

#### **SAFETY OF MATERIALS**

Container rake/lorry/containers should preferably have anti pilferage device. Containers should be of good quality with even floor and doors with proper latches and hinges for proper closure of door. Once goods are loaded and acknowledged by the service provider's authorized representative, it would be deemed that the service provider has collected the acknowledged quantity in sound condition.

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.

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.

Service Provider has to arrange one person as escort against each lot. The escort person must have mobile phone to communicate to Officer In-charge of Sales & Dispatch Department. An MIS of the containers leaving the CFS and Gate in should be properly maintained and circulated timely.

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.

Contamination to the surrounding /environment by the negligence of the service provider by way of improper handling and/or service during contract period has to be avoided and any un-toward accident due to contamination and ensuing litigation on that account has to be met by the service provider.

The service provider must ensure photograph of vehicle & crew member in case of dispatch by trucks before leaving the CFS. They must provide photograph whenever required by HZL.

#### **TRANSIT TIME**

Service Provider has to maintain good liaison with authorities for timely movement of goods to avoid any shut outs / missing the cut offs. The containers should be handed over timely to the shipping line. Proper MIS for the dispatch and reporting time of all the rakes/lorries/containers should be maintained and circulated to all concern on daily basis over e-mail.

#### **TRANSHIPMENT OF GOODS**

Transshipment of goods is strictly not allowed in route unless warranted due to failure of vehicle to move further or accident incurred or vehicle detained by agency for some reason or lorry for a particular destination is not available. In case of vehicle accident and vehicle detained or container got sick in route, service provider has to inform to dispatch department through email or fax and get approval. Transshipment without valid approval in Road transport mode only shall attract penalty of 1/3 of the freight payable for the transshipped lorry. Transshipment done with Marketing approval to accommodate emergency requirement or last 2 days heavy dispatch of the month will not attract any penalty.

#### **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. Service provider has to follow all applicable EHS Regulations.

## **TERMS & CONDITIONS :**

### **Price of Service**

- a. Contractors are required to quote strictly as per the Bid Sheet
- b. Service tax as applicable where Service Provider has to ensure proper document on which HZL can avail cenvat. Payment shall be paid based on actual bundles and number of ingots delivered.
- c. Price shall be firm & fixed till the expiry of the contract period. Price shall be inclusive of all expenses like road taxes, toll tax, insurance charges, permit expenses and Mathadi Union / Varai charge as applicable and statutory levies etc. Price will not change by any reason except change in diesel price (increase/decrease) or change in container haulage charge (increase/decrease). Price Variation Formula on account of Diesel Price Variation shall be worked out.

### **PAYMENT TERMS**

Payment shall be made within 30 days from the date of submission of bill. 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.

Bills must have relevant support documents for the payment wherever required without which the payments will not be made.

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 contractor within one month of payment. In case the contractor 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.

**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 CONTRACTOR as a token of non fulfilment of services. Following liquidated damages will apply:

In case the Consignments is not delivered within prescribed performance parameters whatsoever reasons not attributable to HZL, 0.5% per week of the total Invoice Value of the consignment or part thereof to a maximum of 5% of the total Invoice Value of the consignment shall be levied.

Transshipment without valid approval in Road transport mode only shall attract penalty of 1/3 of the freight payable for the transhipped lorry.

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

**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.

**ASSIGNING / SUB – LETTING CONTRACT**

NOT PERMITTED.

**TENURE**

Contract shall be valid for 2 years (01.04.2019 TO 31.03.2021) but HZL reserve the right to review or terminate the contract after 2 years.

**VALIDITY OF OFFER** : The Contractor shall keep the offer open for acceptance by the Owner for a minimum period of 30 days (from the latest date of submission of tender).

**RISK & COST:**

In the event of failure on the part of Contractor 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 Contractor.

The HZL shall, at its option, get the work executed elsewhere at the risk and cost of the Contractor 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, it will be entitled to recover compensation / damage from the Contractor.

**A. TERMINATION**

HZL shall be at liberty to terminate this agreement forth without any notice to the supplier or payment of compensation in lieu thereof, if any Statute or order or Rule or Regulations, award, or judgments 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, opinion the service provider failed or refused to implement this agreement to company's satisfaction. The service provider shall not challenge the decision of the company.
- b) The service provider commits breach of any of the terms and conditions of this agreement.
- c) The service provider is adjudged an insolvent



- d) For any reason whatsoever the service provider become disentitled in law to perform its obligation under this agreement.
- e) There is any variation in service provider's constitution or its business without the prior approval in writing by HZL to such variation.

**BREACH OF STATUTES:** The contractor 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.

**OWNERS RIGHT TO ACCEPT/REJECT OFFER:** The owner reserves the right to reject any or all the tenders received or accept a tender either for the total scope of supply or part thereof, or to divide the scope of supply on more than one Contractor or negotiate with any Contractor for order, without assigning any reason thereof and no claim shall be entertained in this respect.

#### **SECURITY DEPOSIT**

As security for the due, proper and faithful fulfilment of the obligations under the contract, the Contractor shall furnish to the Owner, a Bank Guarantee for an amount equal to Rs. 3 Lacs in the HZL's proforma from a Nationalised 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/contractor 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.

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

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 Contractor and the Owner under these general conditions or otherwise.

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

The Security Deposit will be returned to the Contractor 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 Contractor.

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 Contractor on other account in the event of his failure to deliver services against our orders and also on account of the risk hire.

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.

**Post Payment Audit :**

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 Contractor or alleged to have been done by Contractor 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 Contractor 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 Contractor 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 Contractor from its bill or from the security deposit amount which may have become payable or will become payable to Contractor under these presents or under any other contract or transaction whatsoever between the Contractor and the HZL.

**ASSIGNMENT :**

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

**NOTICES :**

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.

**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 Contractor and the Contractor shall not be entitle to any compensation and/or damage of any kind whatsoever on account of loss or profit etc. nor the Contractor will be entitled to any claim for

compensation for re-scheduling for delivery period.

#### **FORCE MAJEURE**

In case service provider is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure viz. act of god, act of government, acts of public enemy, war, hostility, civil commotion, sabotage, fire, floods, explosions, epidemics, strike and lawful lock out, then the period of such Force Majeure shall be excluded provided notice of happening of any such eventuality is given by the service provider to the Company with a request for extension of time. No compensation will be payable for the period of Force Majeure.

#### **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 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.

- (a) During the course of arbitration proceedings, the parties hereto shall continue to execute their respective obligations.
- (b) 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.
- (c) Both parties agree that any ex-employee of HZL or the seller shall not be nominated as Arbitrator.

#### **JURISDICTION:**

For the purpose of enforcing legal rights/ remedies in respect of this contract, Udaipur Court in the State of Rajasthan alone shall have exclusive jurisdiction.

#### **GOVERNING LAW:**

This agreement shall be governed by and be interpreted in accordance with the Laws of India.

# ANNEXURE-1

Price Bid for CHA & CFS Activities for Metal Exports					
Contents	Unit Of Measurement	for Mundra	for Pipavav	for JNPT	for Raxaul & Jogbani
CHA Charges (including cleaning of cargo)	Per 20' heavy Cntr				
CFS Charges(Dock stuffing)	Per 20' heavy Cntr				
Picking of Cont from other Yard including shifting, Lo-LO, etc.	Per 20' heavy Cntr				
Lashing	Per 20' heavy Cntr				
Choking	Per 20' heavy Cntr				
Fumigation	Per 20' heavy Cntr				
CFS Name					
VGM Charges					
DEPB Verification	Per DEPB				
TRA	Per TRA				
COC / Cert	per Cert				
GSP/SAPTA	per Cert				
Cargo Free days	Days				
Cargo Storage Charges after Free days	Rs./MT/Day				
Empty Container Storage Free days	Days				
Empty Container Storage Charges after free days	Rs./Cont/Day				
Loaded Container Storage Free days	Days				
Loaded Container Ground Rent after free days	Rs./Cont/Day				

**Note : SBs shall be filed under EPCG/DEPB/DBK or any other Scheme.**

No extra charges for Re-strapping of bundles. Strapping material shall be provided by HZL

Free days for storage of cargo, empty containers & loaded containers should be exclusive.

In case of Jogbani and Raxaul, please fill the rates in the applicable columns only.

