



TENDER DOCUMENT

FOR

**Potential Purchasers of running
condition Mining equipment**

at

Rampura Agucha Mines

Contact Details:

HZL Contact Person	Mr. Sunil Dixit	8003994956	(sunil.dixit@vedanta.co.in)
	Mr. Ashish Agarwal	9799903005	(ashish.agarwal@vedanta.co.in)

1. EQUIPMENT DETAILS: -

Attached separately

Taxes and duties will be charged at the rates prevailing at the time of invoicing.

Terms & Conditions

1. EMD: EMD of 10 % of bid value to be submitted in form of BG from scheduled Bank / L/C as per prescribed format which shall be deposited immediately within 15 days of winning the bidding process / Intimation from HZL . Which shall be adjusted in final payment.
2. Price Basis: "As is where is" Basis Ex-site RA Mines HZL. All taxes / duties / freight etc shall be in your account.
3. Payment toward sale value shall be deposited through wire transfer / irrevocable Letter of credit to HZL account in advance as below.
4. Total Value of Sale order to be deposited within 30 days of release of Sale Order and before start of dismantling activity.
5. Net Charges: The offered price shall be Net payable to HZL.
6. Segregation, dismantling, cutting, loading & dispatches shall be in the scope of buyer.
7. Dismantling sequence will be as per HZI's instructions.
8. Dismantling and dispatch hours would be from 08 am to 06 pm only.

9. Safety and security of men & material is the sole responsibility of buyer. Job specific PPEs for gas cutting, arc cutting, grinding, and height work should be ensured as per HZL instruction, safety standards like LOTO, Work at Height, Confined Space, and Scaffolding to be followed by the buyer on his own cost.
10. Only DA/OA (Cutting Gas) is allowed for cutting activities at plant – buyer's need to give in writing if the same is not possible before participating of tender.
11. Buyers may visit the site before participating in submitting offer if so desired.
12. Buyer to ensure all statutory compliances including labour payments & compensations as per labour law for the labours engage by them for site specific jobs.

13. Security of the material:

- i. If the auction H1 price is approved & the contract is awarded to the customer, the security of the material in the plant from then onwards becomes the onus of the customer.
- ii. HZL will provide necessary approval to the winning buyer to place his own security to safeguard the material in the premises of the plant at the customer's own cost & expenses.

Onsite Inspection:

Inspection will only be permitted by giving prior notification to the contact persons ,mentions above by giving mail at least 3 days before the date of visit mentioning

NAME

FATHERS NAME

AGE

COMPANY NAME

MOBILE NO.

PHOTO IDENTITY PROOF OF EACH VISITOR

Last Date for submission of offer shall be on or before 10th May 2018

HZL's Account Details:

Beneficiary Name	Hindustan Zinc Limited
Bank Name	IDBI Bank Limited
Branch Name	47,Frist Floor,Panchwati ,Saheli Marg,Udaipur-313001
Account No	013103000004312
IFSC Code	IBKL0000392

GENERAL TERMS & CONDITIONS IS ATTCEHD FOR REF.

Safety standards for Work @ height, Scaffolding standard, Permit to Work, Confined space, PPE will be provided at site before work starts Successful Bidder to fill the attached PQ form & the PQ score to be >75% which is mandatory

	Safety Checklist
1	The Buyer while working at Site must Comply with requirements of all HZL standards, Viz: Work at Height, Scaffolding, Confined Space, PPE's, LoTo & Permit to Work.
2	Buyer must comply with all Six Life Saving Rules.
3	For Shifting & Transportation dumper is allowed. Tractor Trolley is banned. Vehicle should have good quality push button 3 point seat belts for all occupants, Tyre condition should be good, Key way arrangement for ignition.Reverse horn, indicator lights should be in working condition,provision of ISI mark fire extinguisher,Hand brakes should be in working condition.
4	Hydra lift is banned. For lifting operation Crane/TRX 1550 can be used. It must comply with safety requirements viz: Vailid insurance document,PUC certificate,Reverse horn, 3 point contact seat belt, Crane load test certificate ,valid test certificates of lifting tools & tackles, tyre guards(Run over protection), Over load tripping mechanism, Availability of load chart.All vehicles must have portable fire extinguisher.
5	All tools & tackles including lifting tools to carry out the jobs must have test certificates from competent person, etc.. Only indestructible Groz hammers are allowed .
6	Industrial gases Oxygen & Acetylene gas cylinders are allowed. LPG as cutting gas is not allowed.The cylinders must have proper colour coading,regulator, cylinder cap,valid test certificates,Only four wheel trolley is allowed for handling gas cutting set, Provisions for securing cylinders against fall, All cutting sets must have flash back arrester fitted at both cylinder & torch end(MESSER make), Hoses should be fitted with double clamps & must have proper colour code, Both oxygen & acetylene cylinders must be fitted with pressure guages. The cutting set should pocess a portable fire extinguisher.
7	All welding machine to have ELCB of 30mA, The cables must be used without any joints & with proper power rating,The lugs must be provided with proper insulation, Electrode holderr must be fulley insulated,Welding shield attached with helmet arrangement must be used, Fire blankets must be used to supress the welding /cutting sparks, Earth must be taken at the nearest point if the job , taking earth in structure is prohibited.
8	All lifting tools and tackels (both chain block , slings, D shackles etc) should have valid test certificate from competent person , and must be in good condition, Any wear , rupture , damage in the sling will not be accepted . Refer Work @ Height standard .
9	All workers should wear mandatory PPE (viz helmet, safety shoes,goggles) Job specific PPE's like dust mash, ear plugs,respirator, hand gloves, Full body harness, welding shield, etc as per the job/site requirement. While gas cutting of lead use special gas mask NIOSH 7093 for lead cutting .Refer PPE Standard

10	Each worker must have Form 30 & Clinical Medical Examination duly certified by competent Authority. Form 35 record of eye examination by ophthalmologist is required for mobile equipment operators. Must have a valid ESI / WCI policy for all personnel.
11	All work to be done only in 8.00 AM to 6.00 PM . Praty to submit the action plan for dismantling , and review of the same to be done weekly and report to be submitted
12	13 Mandatory one day safety induction for all workers and engineers

DECLARATION

DATE:

To

.....
.....
.....

Dear Sirs,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online Tender catalog for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the tender.
2. I/We further declare that I/We intend to purchase the above-referred material from Hindustan Zinc Limited for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the CMD/ Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.
3. I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the Tender catalog and offer letter, the CMD / Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.
4. The decisions taken by representatives of seller shall be binding on me.
5. I also undertake to abide by the additional conditions if announced during the Tender including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
6. We are hereby submitting CMD of Rs. _____ (Rupees _____ only) vide RTGS/NEFT. No. _____ dated _____ drawn on _____ (Bank) in favour of "_____ "for participating in the above mentioned Online Forward Auction no. _____ VJ/HZL/16-17/64 against Lot numbers _____

Company / Firm / Person / concern	
Contact Person(s)	
Designation	
Address	
Sales Tax / VAT Registration No. / TIN No.	
PAN No	
Phone No.	
Mobile No	
E-Mail	
Have you received training for e-Tender/online bidding?	YES / NO
Participating in Lot Nos	

If NO, attending a Training session OR Mock Tender cum E-auction with prior appointment is mandatory. And in an event the Mock Tender cum E-Tender is not attended, NO COMPLAINTS will be entertained.

Signature of Authorized Signatory with Name and Seal.

Date:

Place:



Criteria for acceptance of vehicle



NO GO Criteria For acceptance of Vehicle for HZL Activity		
Sr No	Section	NO-GO Criteria
1	Seat Belt	Vehicle must have functional seat belts for all Seats & 3 Point Contact type seat belts for driver & helper.
2	Fitness	Any vehicle contracted to HZL should be certified for fitness on Roadworthiness by RTO (in form 38)
3	Tyre	All Vehicle must comply with HZL guidance on Tyre(Ref 5.2.8)
4	Tractor Trolley	No Tractor Trolley is permitted with in HZL plant premises for Business activity.
5	Retro Reflective Tape	Retro Reflective Tapes to enable easy identification at night.(Ref 5.2.14 with pictures) – will be effective from 01/08/2016
6	Spark Arrester	Any vehicles carrying flammable & explosive materials such petroleum products i.e. HSD, FO, tyre oil, propane gas etc.
7	Run Protection	Side Run & Rear Run Protection should be available in HMV - will be effective from 01/08/2016
8	Third Axial	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 & audible 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



Criteria for acceptance of Driver



NO GO Criteria For acceptance of vehicle or Driver for HZL Activity		
Sr. No	Section	NO-GO Criteria
1	Seat Belt	Driver has to wear seat belt at the time of driving
2	Medical Fitness of Driver	All Vehicle driver must have a medical fitness certificate confirming the parameters stipulated in HZL PME Procedure – will be effective from 01/08/2016
3	Intake of Drugs & Alcohol	Drivers will not be allowed to drive vehicle found taking drugs/Alcohol
4	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)
5	PPE	Safety helmet, safety shoes & reflective jackets (except hazardous goods carrying vehicles)

CHECK LIST FOR VEHICLES FITNESS		
Things to be checked	Yes/ NO	Remarks
0- Vehicle ignition - Vehicle must have ignition system with single Key on/off . No vehicle will be allowed if the have ignition off system by Push Button / pull wire / additional key function.		Reject If No
1- Vehicle floor is even / strong enough / not damaged		Reject if No
2- Vehicle Tyre condition good		Reject if No
3- Vehicle has both front & back horn		Reject if No
4- Vehicle has both front & back light		Reject if No
5- Vehicle has both sides light blinkers operating		Reject if No
5- Vehicle has 3 pieces mirror		Reject if No
6- Vehicle has oil leakage		Reject if Yes
7- Vehicle has both paddle & hand break		Reject if No
8- Vehicle driver's seat stable		Reject if No
9- Vehicle has silencer o.k		Reject if No
10- Vehicle has pollution control certificate		Reject if No
11- Vehicle has clean front glass with 2 wipers		Reject if No
12- Vehicle has their own 2 Wheel stoppers		Reject if No
13- Vehicle has its all valid RC/ Permit		Reject if no
14- Vehicle has Reflective tapes in back and side		Reject if No
15- Vehicle has Side over run protection / Rear under run protection on tyres		Reject if No
16- Vehicle has 3rd Axle with good Tyres touching the ground on load		Reject if No
17- Vehicle has Fire Extinguisher kit		Reject if no
18- Vehicle has First Aid Box in place		Reject if no
19- Trailer for carrying containers has all 4 locks in place		Reject if No
20- Driver using Proper Seat Belt , Safety shoes, Reflective Jacket & Helmet		Reject if No
21- Driver has 'token' with him for having undergone the safety training		Reject if No
22 --Driver is Alcoholic while on seat		Reject if YES

Yes/ NO

Reject If No

1- Vehicle floor is even / strong enough /not damaged

Reject if No

2- Vehicle Tyre condition good

Reject if No

3- Vehicle has both front & back horn

Reject if No

4- Vehicle has both front & back light

Reject if No

5- Vehicle has both sides light blinkers operating

Reject if No

5- Vehicle has 3 pieces mirror

Reject if No

6- Vehicle has oil leakage

Reject if Yes

7- Vehicle has both padle & hand break

Reject if No

8- Vehicle driver's sheet stable

Reject if No

9- Vehicle has silencer o.k

Reject if No

10- Vehicle has polution control cirtificate

Reject if No

11- Vehicle has clean front glass with 2 wipers

Reject if No

**12- Vehicle has their own 2 Wheel
stoppers**

Reject if No

13- Vehicle has its all valid RC/ Permit

Reject if no

14- Vehicle has Reflective tapes in back nd side

Reject if No

15- Vehicle has Side over run protection / Rear under run protection on tyres

Reject if No

16- Vehicle has 3rd Axle with good Tyres touching the ground on load

Reject if No

17- Vehicle has Fire Extinguisher kit

Reject if no

18- Vehicle has First Aid Box in place

Reject if no

19- Trailer for carrying containers has all 4 locks in place

Reject if No

20- Driver using Proper Seat Belt , Safety shoes ,Reflective Jacket & Helmet

Reject if No

21- Driver has 'token' with him for having undergone the safety traing

Reject if No

22 --Driver is Alcoholic while on seat

Reject if YES

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 lens/IOL/Implantable contact lens)

Distant Vision Near Vision

Better Eye Worse Eye 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)

Format for the Security Bank Guarantee

THIS DEED OF GUARANTEE made this _____ day of _____ by _____ (Bank).

(Wherever the context so requires includes its successors and assignees hereinafter called "The Surety") in favour of Hindustan Zinc Limited, a company registered under the Companies act of 1956 and having its registered office at Yashad Bhawan, Udaipur – 313004 (where ever the context so requires includes its successors and assignees, hereinafter called "Owner")

WHEREAS Messrs _____ having its registered office at _____ (Wherever the context so requires includes its successors and assignees, hereinafter called "Contractor") has been awarded a contract by Owner for _____ on the terms and conditions set forth in the said contract number _____ dated _____.

Now this Deed witnessed that the conditions of the contract provide that the Contractor shall pay the Owner a sum of Rs. _____ as Security Deposit in the form and manner and subject to the terms therein mentioned. The form of payment of the security deposit includes a guarantee executed on behalf of and at the request of the Contractor by the Surety undertaking full responsibility to indemnify Hindustan Zinc Limited in case of default.

The Surety hereby at the request of Contractor irrevocably guarantees the payment of the said Security by Contractor, and undertakes to pay to Owner on written demand/ SWIFT from owner's bank, that the Contractor has defaulted in performing any of the terms and conditions of the contract, without demur and without notice or reference to Contractor the said sum of (Currency) _____ (In words) subject to the following conditions:

- 1) "Surety" hereby gives an irrevocable guarantee and declares that its liability under this bond shall extend to the payment of the whole of and every part of the amount (Currency) _____ (In words)
- 2) This Guarantee shall be a continuing guarantee and shall remain in force and effect the Owner's recovery of the entire sum of (Currency) _____ (In words) covered by the Guarantee and upon intimation thereof being given by Owner to the Surety, in which event the Surety shall be discharged by Owner.
- 3) The Surety further agrees that the decision of the Owner as to the failure on the part of the Applicant to fulfil the contractual obligations stipulated in the said contract and/or to the amount payable by the Bank to the Beneficiary shall be final, conclusive and binding.

- 4) The Surety shall not be discharged / vitiated or affected or released from the Guarantee by any arrangement made between Owner and Contractor with or without the consent of the Surety or by any alteration in obligation of the of parties by any indulgence, forbearance, whether as to the payment, time, performance or otherwise and / or due to any act of omission or commission or the part of Owner.
- 5) Owner shall be entitled to enforce the Guarantee against the surety as if he was the Principal debtor. The surety will have no right of subrogation against Contractor unless Owner's dues hereunder are paid in full.
- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the Applicant.
- 7) The Guarantee will not be discharged / vitiated or affected if Owner holds / obtains any other security /guarantee/ promissory notes from any person and / or Contractor.
- 8) The owner's right to recover the guarantee amount shall not be affected or suspended by reason of the fact that any dispute(s) with the contractor is pending before any officer(s), Tribunal or Court or Arbitrator(s) /Umpire.
- 9) This Guarantee will bind the heirs, successors and assigns of the Surety and Owner irrespective of any change in the constitution of Contractor and / or the Surety or death or insolvency of the Surety.
- 10) For the purpose of enforcing legal right/ remedies in respect of this Guarantee, we agree with you that Udaipur Courts in the state of Rajasthan shall have the exclusive jurisdiction.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO (write amount of BG in figures & words).THIS BANK GUARANTEE EXPIRES ON (expiry date of BG). UNLESS A CLAIM OR DEMAND IS RECEIVED BY US, AT _____ (branch office address from where BG is issued), IN WRITING ON OR BEFORE SIX MONTHS FROM THE DATE OF EXPIRY. ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELEASED AND DISCHARGED FROM ALL OUR LIABILITIES THEREUNDER



**Purchasers for Running condition
Mining equipment**



Details for Major Equipment- i.e.- TEREX Mining Excavator & Komatsu 830 E AC dump trucks.

1

RH 340

3

	Eqpt no(Ex 20 and 21- O&K RH340B, 34 cubic meter bucket; Ex:23- CAT 6060 ,31 Cubic meter bucket)	Engine Type	Date of Equipment Commissioning	Current ESN	ENGINE MODEL	DATE OF ENGINE COMMISSIONING	DIS Hours	Eqpt Progressive hrs as on 31-12-2017	Engine Working Hrs
1	EX23 LH	Recon	16.05.2012	33187686	QSK 45	16-06-2016	22981	27733	4752
2	EX23 RH	Recon		33189770	QSK 45	07-09-2016	17830	21755	3925
3	O&K20 LHS	Recon	19.10.2009	33190092	QSK 45 C	08-21-2015	26918	32272	5354
4	O&K20 RHS	Recon		33182784	QSK 45 C	07-16-2014	21909	31635	9726
5	O&K21 LHS	New		33194997	QSK 45 C	03-07-2014	22066	32444	10378
6	O&K21 RHS	Recon		33174317	QSK 45 C	02-22-2015	25340	31988	6648

2 RH 120

2

Equipment((Model:RH 120E, Make: TEREX, Bucket Capacity:15 cubic meter)	Engine #	Engine	Date of Commissioning(Equipment)	Manufacturer SI no.	Engine Type	Current ESN	ENGINE MODEL	DATE OF COMMISSIONING(Engine)	DIS Hours	Eqpt Progressive hrs as on 15.1.2018	Engine Working Hrs
Ex-16	1	EX16 LH	02.01.2007	120089	Recon	37207868	QSK 19 C	24-02-2014	36902	52871	15969
	2	EX16 RH	02.01.2007	120089	Recon	37234695	QSK 19 C	01-01-2015	39680	51679	11999
EX-18	1	EX18 LH	19.10.2009	120153	Recon	37209399	QSK 19 C	13-06-2015	29114	40889	11775
	2	EX18 RH	19.10.2009	120153	Recon	37222759	QSK 19 C	11-09-2015	18979	29727	10748

3 830 E-- Dump Truck

1

Dumper	TRUCK S/N	D.O.C	HMR AS ON 14/2/17	ENGINE	EXPECTED BALANCE LIFE	WHEEL MOTOR LHS	EXPECTED BALANCE LIFE	WHEEL MOTOR RHS	EXPECTED BALANCE LIFE	ALTERNATOR	EXPECTED BALANCE LIFE
418	A30333	26-Sep-10	23276	21853	15577	21859.5	14583.5	21735	14459	20585	16309

Details for Dumper 777D & Surface supporting Equipment

S.No.	Dumper No.	HRM as on 31.12.17
1	DUMPER NO 201	56444
2	DUMPER NO 202	56439
3	DUMPER NO 203	59263
4	DUMPER NO 204	60152
5	DUMPER NO 205	51808
6	DUMPER NO 206	58477
7	DUMPER NO 207	57935
8	DUMPER NO 208	57563
9	DUMPER NO 209	58922

S.No.	Equipment Name	Model number	Make	HMR
1	TRACK DOZER-11	D375A-5	KOMATSU	25499
2	TRACK DOZER-12	D375A-5	KOMATSU	26305
3	TRACK DOZER-14	D375A-5	KOMATSU	21882
4	TRACK DOZER-15	D375A-5	KOMATSU	25356
5	M.GRADER NO-05	14M	CATERPILLAR	22081
6	M.GRADER NO-06	14M	CATERPILLAR	26953
7	M.GRADER NO-08	GD825	KOMATSU	17103
8	W.SPRINKLER-06	773D	CATERPILLAR	29536
9	W.SPRINKLER-07	773D	CATERPILLAR	24916
10	RT DOZER - 03	WD600	KOMATSU	28115
11	Tyre handler	BL14TH	BEML	
12	Loader	WA380	Komatsu	

Details for Drilling Equipment

S.No.	Equipment Name	Model number	Make	HMR
1	DTH DRILL-19,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	23874
2	DTH DRILL-20,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	16204
3	DTH DRILL-21,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	24018
4	DTH DRILL-22,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	12857
5	DTH DRILL-23,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	23333
6	DTH DRILL-24,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	21571
7	DTH DRILL-25,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	21512
8	DTH DRILL-26,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	21693
9	DTH DRILL-27,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	18712
10	DTH DRILL-28,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	18459
11	DTH DRILL-29,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	17603
12	DTH DRILL-30,RECP-165mm	C650-D	REVATHI EQUIPMENT LTD	15333
13	DTH DRILL-14, Alas-165mm	ROC L-8	ATLAS COPCO	21188
14	DTH DRILL-15, Alas-115mm	ROC L-6	ATLAS COPCO	16021
15	DTH DRILL-N3, Atlas -115mm	ROC L-6	ATLAS COPCO	22891

ANNEXURE- 1 STANDARD TERM & CONDITIONS

1. TAXES AND DUTIES

1.1 Payment of all taxes, fees, custom duties and other charges of whatever nature including anti-dumping duty, safeguard duty and other similar duties assessed on the Commodity now or hereinafter levied by the Country of destination from time to time shall be the responsibility of and paid by the Buyer.

1.2 Payment of all taxes, fees, custom duties and other charges of whatever nature levied under the prevailing laws as on the date of signing of this Agreement assessed on the Commodity in India shall be the responsibility of and be paid by the Seller unless otherwise stated specifically in this Agreement elsewhere.

1.3 Payment of any taxes, fees, custom duties and other charges of whatsoever nature levied under the laws of India and / or the Country of destination on the Commodity which are introduced after the date of signing of this Agreement, including on any consignment already shipped to the Buyer, shall be borne by and be to the account of the Buyer.

2. WEIGHTS:

2.1 The weight of the Goods (being the subject matter of the Agreement) as

certified by the Seller in its Invoice shall be final and binding upon the Parties.

2.2 If the Purchaser desires, they may depute their representative to witness weighment prior to dispatch of the Goods, with a customary intimation about it to the Seller at least ten (10) days in advance. Once weighment is done at smelter(s) in front of Purchaser's representative, the same shall be treated as final for all purposes. The Seller shall not entertain any claim for any alleged shortage in the quantity of the Goods supplied on the basis of weight recorded elsewhere, at a later stage when weighment has once been conducted in the presence of the Purchaser's representative.

The responsibility of the Seller ceases in all respects once the Goods has been dispatched or delivered, as the case may be.

2.3 The Seller reserves the right to reject any claims for the Goods dispatched under this Agreement which has been consumed, irrespective of the quantity of consumption.

3. QUALITY DISPUTES

In case, as per its assessment the Purchaser finds any difference in the

Hindustan Zinc Limited

Registered Office: Yashad Bhawan, Udaipur (Rajasthan) - 313 004
Tel.: (91-294)6604000-02, Fax: (91-294) 2427739
CIN: L27204RJ1966PLC001208
www.hzindia.com

quality ("Described Quality") of the Goods from the description provided by the Seller, it shall inform the Seller in writing about its quality claim ("Quality Claim") on the same day of arrival of Goods at the agreed delivery point. If a Quality Claim has been lodged by the Purchaser within the timeframe as set out above, the Seller has a right to nominate its representative at Purchaser's premises, and request for inspection

4. LICENCE

4.1 The Buyer guarantees that it shall be in possession of all necessary import licenses and permission required for the Commodity covered by this Agreement to be imported into the Country of destination port at all points of time during the tenure of the Agreement.

5. LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

In the event of a total or partial loss of or total or partial damage to the Commodity at any time after the risk in the Commodity passes to the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight and, where applicable, the Seller's sampling, analysis and size grading of the Commodity. The Buyer shall pay for any lost or damaged Commodity at the time and in the manner provided in the Agreement. The Buyer shall not await the settlement of any

insurance claim before making payment to the Seller.

6. WARRANTY DISCLAIMER

6.1 THE BUYER AGREES THAT THE SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE COMMODITY OTHER THAN THAT THE COMMODITY CONFORMS TO THE SPECIFICATIONS STATED IN THE AGREEMENT WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE COMMODITY, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON THE SELLER AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE COMMODITY.

6.2 The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

6.3 The Seller shall not be liable for delay in delivery if the Commodity has been delivered to the carrier on schedule.

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6.4 Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.

7. WARRANTIES AND REPRESENTATION

7.1 Each of the Parties, acknowledges that:

(i) Such Party is a duly organized company/business entity validly existing under the laws where it is incorporated/established, with power to own assets, conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

(ii) Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all

instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

7.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

8. INCOTERMS

Unless otherwise specified herein, the latest edition of the International Chambers of Commerce official rules for the interpretation of trade terms

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(Incoterms) are incorporated into the Agreement by reference.

9. ETHICS

9.1 GIFTS AND COURTESIES: The Buyer shall declare any conflicts of interest with the Seller including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Seller.

The Buyer shall not use the services of any of the employees of the Seller, directly or indirectly or enter into any sort of monetary transaction with the employees of the Seller. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Seller or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Buyer undertakes that in the event of use of any corrupt practices by the Buyer, the Seller shall be entitled to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising from such termination. A decision of the Seller or his nominee to

this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

If at any time during execution or performance of this Agreement the Buyer is faced with any undue demand, request for gratification or favor from any employee of the Seller or a person connected with such employee, the Buyer must report the same immediately at hzi.whistleblower@vedanta.co.in

9.2 ANTI-BRIBERY & CORRUPTION:

(i) The Buyer agrees to comply with the provisions of the Company's Code of Conduct including the Modern Slavery Act provisions and in case of breach thereof, the same shall be treated as a breach of this Agreement.

(ii) The Buyer shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

(iii) The Seller shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with AB&C requirements. Such audit may be carried out by Seller or by a reputed agency to be appointed by Seller at the sole discretion of Seller. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.

(iv) Notwithstanding anything in this agreement, Seller shall have right to terminate the Agreement forthwith in

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case, it is found that the Buyer has failed to comply with AB&C requirements.

(v) The Buyer may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

**Group Head – Management Assurance,
Vedanta, 75 Nehru Road, Vile Parle (E),
Mumbai 400 099.**

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'Complaints' can also be sent to the designated e-mail id:
hzl.whistleblower@vedanta.co.in

9.3 SANCTIONS: Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("sanctions") which may be applicable to this Agreement; and

(ii) it has not taken (or refrained from taking) any action that would cause itself or the other party to be in contravention of any applicable sanctions. Each party also undertakes not to take (or refrain from taking) any action, or allow or enable any third party to act in any way, in the performance of this Agreement or otherwise that would cause the above contravention.

Each party further represents that none of the following are the subject of sanctions administered or enforced by the United Nations, the United States, the European Union or any other relevant sanctions authority:

- the party itself,
- (to its reasonable knowledge) any of its owners or affiliates,
- any vessel nominated or to be nominated by it pursuant to this Agreement,

- any ship-owners or charterers of such vessel.

Above clauses are conditions of this Agreement. The above clauses shall not be taken to limit or prevent the operation of the English law doctrine of frustration (or any analogous doctrine under the governing law of the Agreement), where applicable.

10. DEFAULT AND TERMINATION

10.1 Either party may immediately terminate this Agreement or any agreement addendum as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party.

(ii) if the Other Party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) the Other party's creditor attaches or takes possession of all or a substantial part of

said Party's assets; the foregoing shall not apply to any action or proceeding which is (i) in the reasonable opinion of the other party, frivolous or vexatious; or (ii) discharged, stayed or dismissed within ninety (90) days of commencement;

(iii) if either Party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 90 days, then either Party may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

10.2 Without prejudice to its other rights and claims whatsoever against the Buyer, the Seller may terminate this Agreement by written notice if the Buyer refuses to take/ accept the delivery of the Commodity on the date of delivery or if the Buyer fails to obtain any approval required under the terms of this Agreement for the Seller to fulfill its obligations under this Agreement.

10.3 Upon termination or cancellation of this Agreement for any reason, the Buyer shall immediately make all payments which have become due and payable to the Seller including payments in respect of outstanding orders and Commodity in transit and claims pursuant to Clause 8.2 above.

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10.4 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

11. LIMITATION OF LIABILITY

11.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

11.2 Nothing in this clause shall limit the Seller's right to recover up to the price of the Commodity increased by any transportation charges, other costs/overheads and import duties in respect of the delivery of said Commodity in

circumstances where the Buyer fails to take delivery of the Commodity and fails to pay or accepts delivery of the Commodity and fails to pay.

11.3 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

12. FORCE MAJEURE

12.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties like fire, flood, earthquake or like natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the Parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central / State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any

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statutory or judicial authority (f) restrictions in the supply of power and defects or delays in deliveries by sub-contractors, breakdown or malfunction or destruction of production facilities (“**Force Majeure Events**”).

12.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

12.3 The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Commodity till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).

12.4 If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action

agreeable to both parties in a fair and equitable manner.

12.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

12.6 In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Commodity, in case desired by the Buyer, the Seller shall deliver the actual quantity of Commodity (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller may (but shall not be obligated to) offer to supply the remaining quantity of Commodity of similar quality in substitution for the Commodity, from another source to satisfy its obligations under this Agreement at a price which may be different (more or less) than the price referred under the Agreement and such price variation shall be to the account of Buyer.

12.7 Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept

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delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

13. ARBITRATION

13.1 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

i) a forum of three arbitrators shall be constituted to adjudicate the dispute with one arbitrator nominated by each Party and the Presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English.

The seat and venue of arbitration shall be Udaipur, India.

(iii) The award made in pursuance thereof shall be final and binding on the parties.

14. APPLICABLE LAW AND JURISDICTION

14.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

14.2 The parties submit to the exclusive jurisdiction of the courts of Udaipur, Rajasthan, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement. However, the trade terms shall be construed in accordance with Incoterms 2010.

15. SET OFF

15.1 The Seller may at any time set off any liability of the Buyer to the Seller against any liability of Seller to the Buyer (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies available to Seller under this Agreement or otherwise.

16. CONFIDENTIALITY

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16.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

16.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall

remain vicariously liable for such disclosure.

16.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other Party(ies) hereto.

17. MISCELLANEOUS PROVISIONS

17.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

17.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

17.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an

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original Agreement and all of which, when taken together, will constitute one and the same instrument.

17.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

17.5 Notices: Any notice required to be given hereunder shall be given by sending the same by post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

17.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

17.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

17.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

17.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

17.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Seller and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

17.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and

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expenses incurred by it in connection with this Agreement.

17.12 Language of the Agreement:

English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

17.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17.14 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE BUYER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS.

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