

HINDUSTAN ZINC LIMITED
CHANDERIYA LEAD ZINC SMELTER
P.O. : PUTHOLI, DISTT. – CHITTAURGARH, (RAJ.)
Tel No. 01472 – 254115, 254291

**NOTICE OF INVITATION OF TENDER FOR TRANSPORTATION OF CATHODE BY
ROAD CONTAINERS**

Tender No.HZL/CLZS/CONT/Cathode/15-17/03

Date: 19.01.2015

LAST DATE OF SUBMISSION: 3rd February 2015

M/s _____

Dear Sir (s),

1. Sealed tenders are invited for the Transportation of Cathode as specified under “Scope of Work” appended hereto.
2. Tenders must be submitted in sealed envelope superscripted on the face thereon- “Tender for transportation of Cathodes & Tender number HZL/CLZS/CONT/Cathode/15-17/03 dated 19.01.2015
3. **EARNEST MONEY :-**
 - (i) Participating tenderers must deposit Earnest Money Deposit (EMD) of Rs.5,00,000/-(Rupees Five lacs only) in the form of Demand Draft in favour of “HINDUSTAN ZINC LIMITED”, payable at Udaipur, Rajasthan.
 - (ii) Cheque, Bank Guarantee (B.G.) or any outstanding payment with Hindustan Zinc Limited (HZL) shall not be accepted / considered as EMD.
 - (iii) The amount of EMD deposited is liable to be forfeited if successful tenderer(s) do not accept the work awarded.
 - (iv) The EMD amount will not attract any interest and the EMD amount will be returned to unsuccessful tenderers after finalization of Work Order.

Yours sincerely,

For **HINDUSTAN ZINC LIMITED**,

(Authorised Signatory)

Address to submit the tender

Head - Logistics

Chanderiya Lead Zinc Smelter
Hindustan Zinc Ltd.,
P.O. : Putholi – 312 021
Chanderiya, Chittaurgarh, Rajasthan

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

MAIN TERMS & CONDITIONS

1. SCOPE OF WORK ---

Transportation of cathodes

1. SCOPE OF WORK --- The scope of work of the contract shall include:

Transportation of the Cathode from HZL units Chanderiya Lead Zinc Smelter (CLZS) & Dariba Smelter Complex (DSC) to Pantnagar & Haridwar plants by using only Road Containers as indicated in the Annexure “B” attached.

Loading, Transit Insurance of material and unloading will be done / arranged by HZL.

The service provider shall transport the material as per the programme given by the office Incharge of Sales and Dispatch Department of the Dispatching Unit from time to time through mail and ensure delivery of material to destination as per Annexure “B”.

Contract period will be from April 2015 to March 2017 and extendable by another year on mutual consent.

Cathodes to be transported only in closed containerized vehicles in sealed condition.

- i. Number of intact bundles with cross strapping and weighment should be properly recorded on the relevant Lorry Receipt (LR) at loading point and same would be basis for verification and proper delivery at destination. Intact cross strapped bundles will be the basis of correct delivery for getting acknowledgement of receipt on LR subject to 0.30% weight variance admissible on net weight carried by the lorry.

ii. TRANSIT TIME –

From : CHANDERIYA LEAD ZINC SMELTER – CHANDERIYA (RAJASTHAN)

Destination	Approx Distance (km)	Transit Days excluding day of dispatch and receipt	Qty./ indent (24 hrs) (MT)
Pantnagar Plant	820	2	200
Haridwar Plant	806	2	100

From :- DARIBA SMELTER COMPLEX – DARIBA (RAJASTHAN)

Destination	Approx Distance (km)	Transit Days excluding day of dispatch and receipt.	Qty./ indent (24 hrs) (MT)
Pantnagar Plant	840	2	300
Haridwar Plant	825	2	100

- iii. Penalty of Rs.1000/-, 2000/-, 4000/- and 8000/- maximum will be imposed for 1st, 2nd, 3rd and 4th day delayed delivery in reporting of vehicle w.r.t. transit period. For example : If lorry is supposed to report at destination on 10th April whereas it reports on 11th or 12th or 13th or 14th than Late Delivery penalty applicable will be Rs.1000/-, Rs.2000/-, Rs.4000/- & Rs.8,000/- respectively. Any delay beyond 4th day shall have penalty of Rs.15,000/- only irrespective of number of days up to a week.
- iv. However, delay in delivery can be condoned on valid ground such as vehicle breakdown or vehicle detained by some agency or natural calamity or force majeure situations for which information should be furnished within transit time provided under annexure(s) attached of the happening and bill / document to be submitted as proof of occurrence with the freight bill for the approval of the delay occurred. Service provider has to provide information to Sales and Dispatch Department of the Dispatching unit.
- v. The transit allowance is subject to material received with containers in sealed condition, any tempering or suspicion of tempering/ seal in broken condition will entail open delivery. In such condition the shortage allowance of 0.3% will not be applicable and the shortage will be recovered on actual basis as per the LME prices.
- vi. Transshipment / Clubbing of goods is strictly not allowed en route unless warranted due to failure of vehicle to move further or accident occurred or vehicle detained by any agency for some reason or lorry for a particular destination is not available. In case of vehicle accident and vehicle detained, service provider has to inform to dispatch department through email or fax and get written approval to transshipment. In case of non availability of vehicle for a particular destination, dispatch department shall take suitable decision in consultation with commercial/logistics for allowing transshipment of goods to a separate vehicle having authorization to move towards said particular destination.
- vii. Transshipment without valid approval shall attract penalty of 1/3 of the freight payable for the transshipped lorry.
- viii. While submitting freight bill for such vehicles service provider is required to attach the approval provided with proof of documents showing condition of vehicle under accident/ break down/ detained.

Transit insurance of material shall be in HZL account. HZL shall take appropriate marine insurance policy to cover the risk for transportation of the goods involved. The service provider shall produce requisite documents and evidences as may be desired for lodging of claims by HZL against partial or total loss. HZL however reserves its right to take or recover such losses from the service provider in the event of loss of goods, loss of value of goods due to negligence of the service provider and the decision of HZL on such recovery shall be final and binding on the service provider. However, **under Insurance the Excess clause** of Rs.1,00,000/- on each and every consignment will be applicable (In case of any change the same will be communicated).

- ix. Service instructions will be issued periodically by HZL with time frame to execute the service, destination and other requirements in writing. Service provider has to carry out such instruction without fail and in case there will be any lapses in carrying out the instructions, the service provider shall be responsible for any loss incurred by HZL.

Programme will be given one day in advance and vehicles of indented quantity must be placed without fail on next day otherwise risk purchase will be imposed for failure in placement. Vehicles for Indent quantity (5% tolerance) must be completed within 24 hours to avoid risk purchase. Risk Purchase shall be done under written intimation and proof of failure against indent as per contract to service provider by Sales and Dispatch Department of dispatching unit.

- x. Detention charges at loading point will be not payable.

Detention per lorry per day at unloading point is however payable @Rs.1000/-, 2000/-, 4000/- for the 1st, 2nd and 3rd day respectively. For example : If lorry reports at destination on 10th March and gets unloaded on 11th than there will be no detention payable. If the same lorry gets unloaded on 12th or 13th or 14th than detention payable shall be Rs.1000/-, Rs.3000/- & Rs.5000/- respectively. Any delay beyond 3rd day shall have detention of Rs.5,000/- only irrespective of number of days up to a week. Here, if 11th is planned holiday (Sunday/ National holidays / State or local festival) at destination in such case detention applicable will be from 13th.

Other salient points-

- i. In transit if the duplicate for transporter copy of excise invoice is lost by driver then Service Provider will be penalized Rs.1000/- per invoice and also any loss due to non delivery of excise document will be recovered from the Service Provider. To take CENVAT benefit on loss of Excise Invoice enroute, service provider will be responsible to file and submit the original FIR to the destination Receipt incharge, to process the CENVAT benefit. Till CENVAT benefit is granted to the customer / depot, the amount equal to the CENVAT value will be kept on hold in account of service provider with intimation.
- ii. The vehicle used for transportation of material shall be provided by the service provider and shall have valid registration certificate, road permits and insurance to cover third party risk at all times during the subsistence of the contract. The service provider shall submit the certified copies of all such registration certificates and insurance policies to HZL from time to time and as HZL may require/prescribe. The service provider shall also take photograph of all lorries with driver & cleaner, along with copy of their driving license and required to produce as and when demanded by HZL.
- iii. Service provider shall ensure total compliance of Indian Motor Vehicle Act and amendments thereof as made from time to time. The State Govt. rules under M.V.Act will have to be followed by the transporter. The service provider shall be solely responsible for any breach/es and any damages resulting from such breach/es shall be to service provider's account. HZL shall not be held responsible in manner whatsoever for any such breach/es.
- iv. HZL reserve the right to award the contract to any party as parallel as partly or fully or contract / tender can be terminated without assigning any reason to it.
- v. Service Providers have to submit the **Bank Guarantee (BG) for Rs.10 Lacs** as Security Deposit within 15 days on award of contract valid for a period of three months in excess of validity period of the contract.

- vi. Service Provider should quote the Freight rate for transportation inclusive of all expenses such as loading, unloading road tax, toll tax, insurance, permit expenses, statutory levies etc. as and where applicable. Service Tax extra as applicable.
- vii. Freight Rate will be firm & fixed till the period of contract. However, HZL will make changes in its Basic Freight Rate against escalation in toll tax and Diesel price as per formula given below.
- HZL shall increase / decrease its Basic Freight Rate by 0.30% proportionately for every 1% change in diesel price.**
- viii. For payment, service provider is required to submit Freight Bills with all relevant documents with proof of delivery once in 10 days to respective Receiving units, for which payment will be released within 15 days after submission of bills. However, delay in payment of bill due to any reason will not vitiate other terms of the contract nor will it give any right to the service provider to suspend the work.
- ix Service Provider's to ensure:**
- Service provider shall provide all necessary safety gadgets like safety shoes, helmets, reflective jackets etc to their employees when they enter in the HZL premises.
 - The service provider's employees have to ensure strict compliance of safety measures adopted by HZL.
 - 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, records and documents comply with all statutory rules and regulations which are applicable to the service providers for the fulfillment of the terms of this agreement.
 - 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 PF act, minimum wages act , ESI Act & Bonus Act & particular the Contract labour (Regulations & Abolition Act,1970) & the rules made there under.
 - Service Provider has to ensure that the wages to their employees is distributed by 7th of every month as per the rates decided by HZL from time to time and the PF and ESI are deposited by 20th of every month. In case of deviation, HZL shall impose suitable penalty on the Service Provider.
 - The Service provider is required to furnish that there is no enquiry /investigation pending by the police against their employees deputed to carry out this job.
 - 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.

- xi. Loading of Cathode will be done as per the loading capacity of vehicle mentioned in the RC. No overload will be allowed.
- xii. Service Provider has to ensure that all their vehicles are fitted with GPS devices/ GPS Seal (lock) and regular tracking of vehicles is done and SIT report is mailed on daily basis to respective S&D units and central logistics.
- xiii. Service Provider has to ensure road worthiness of the vehicles deployed for Cathode loading and should ensure strict compliance of our check list which is attached as Annexure "C" with the tender document. In case any vehicle does not comply with our check list then we will have all rights to reject the vehicle and disallow the same.
- xiv. Service Provider will take necessary steps to protect the material from loss, damage or deterioration till it gets delivered to destination. Transporter shall be responsible for all loss, destruction, damage and or deterioration of the material from any cause, whatsoever, while in transit or during handling.
- xv. Decision for awarding Contract / Work Order shall be at sole discretion of HZL applying reverse auction / negotiation or both & final fitness of the tenderer.

For Hindustan Zinc Limited

For Tenderer

Authorised Signatory

**Authorised Signatory with
seal of the company**

ANNEXURE – “A”

Please submit following details alongwith the tender :

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

S.No.	Description	Details
1.	Name of the Firm	
1(i)	Sister concern(s) (Name/ details if any)	
2.	Head Office Address : Contact person (Owner/Director name) Tel. No. Mobile No. e- mail address	
2.(a)	Registered Office Address : Contact person Tel. No. Mobile No. e- mail address	
3.	No. of Branches in India No. of Branches out of India (List with contact details to be attached)	
3(i)	If you have branch at Chittorgarh : Branch address Contact person Tel. No. Mobile No. e- mail address	
3 (ii)	If you have branch at Udaipur : Branch Address Contact person Tel. No. Mobile No. e- mail address	
S.No.	Description	Details
3(iv)	If you have branch at Pantnagar	

	Branch address Contact person Tel. No. Mobile No. e- mail address	
4	Status – Company/ Partnership firm / Proprietorship etc. (attach document)	
4(i)	Date of Firm start	
5	IBA Registration No. (mandatory) Issued on date : Valid till date : (attach certificate)	
6	Permanent Account no. (PAN no.)	
7	Service Tax registration no.	
8	Projected turnover 2014-15	
8(i)	Audited turnover 2013-14 (attach Balance sheet)	
8(ii)	Audited turnover 2012-13 (attach Balance Sheet)	
9	No. of vehicles in own fleet (attach details with carrying capacity)	
9(i)	No. of vehicles as attached fleet	
10	Dealing Bank(s)	
10(i)	Financial Status: attach Bank certificate	
11	Your Major Client(s) during the current year 2014 -15 with approx. turn over (Attach W.O.copy)	
12	Were you had been working with any of Vedanta group unit in last 3 years, furnish unit name with turnover.	
13.	EMD Details (DD No., dt. and Bank name)	

Annexure “B”

From : CHANDERIYA LEAD ZINC SMELTER – CHANDERIYA (RAJASTHAN)

Destination	Approx Distance (km)	Rate (Rs./mt)
Pantnagar Plant	820	
Haridwar Plant	806	

From :- DARIBA SMELTER COMPLEX – DARIBA (RAJASTHAN)

Destination	Approx Distance (km)	Rate (Rs./mt)
Pantnagar Plant	840	
Haridwar Plant	825	

ANNEXURE : “C”

S.No.	VEHICLE CHECK LIST
1	Vehicle to have strong & even MS floor without any damage
2	Vehicle Tyre in good condition
3	Vehicle has both front & back horn
4	Vehicle has both front & back light
5	Vehicle has 3 pieces mirror
6	Vehicle has no oil leakage
7	Vehicle has both paddle & hand brake
8	Vehicle driver 's seat stable
9	Vehicle has silencer o.k
10	Vehicle has pollution control certificate
11	Vehicle has clean front glass with wiper
12	Vehicle has its all valid RC/ Permit /Insurance
13	Vehicle should have perfect locking arrangements for containers from all the four corners
14	Driver should have valid driving license and follows safe driving cardinal rules
S.No.	CONTAINER CHECK LIST
1	Container walls should be without any hole or openings and no damage should be visible.
2	Container should have proper locking arrangement with provision to insert two bottle seals on the doors.
3	Containers should have MS floor, no wooden floor containers shall be allowed.
4	Container floor should be strong enough to take load of 5 mt folk lifter at the time of loading and unloading.
5	Containers should confirm to International standards with good physical appearance. The doors should be affixed strongly with the help of "ribit", no loose bolts/screws to be used as it can result in theft & pilferage during transit.
6	All containers should have end opening gates.