



HINDUSTAN ZINC LIMITED  
YASHAD BHAWAN,  
Near Swaroop Sagar,  
UDAIPUR-313004, Rajasthan

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**NOTICE OF INVITATION FOR EXPRESSION OF INTEREST FOR  
CHA & TRANSPORTATION OF COAL at / from GUJARAT PORTS**

Tender No. HZL/CC/CHA/18-19/01

Date: 24.12.2018

**LAST DATE OF SUBMISSION: 2nd January, 2019**

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

Dear Sir (s),

1. Sealed EOI is invited for the CHA along with Transportation of Coal from Gujarat Ports (Mundra / Dahej / Tuna / Hazira / Kandla / Navlakhi) to our Units based in Rajasthan for period of next one / two year(s) from date of issuance of Contract as specified under "Scope of Work" appended hereto.
2. EOI must be submitted in sealed envelope only superscripted on the face thereon to reach the below given address on or before the closing hours of Dt. 2<sup>nd</sup> January, 2019.
3. Earnest Money applicable 5 Lacs.

Yours sincerely,

For HINDUSTAN ZINC LIMITED,

(Authorised Signatory)

Address to submit the tender

Head – Coal Commercial  
Hindustan Zinc Limited,  
Yashad Bhawan  
Near Swaroop Sagar  
UDAIPUR - 313004  
Rajasthan

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

Broad terms of EOI / Tender , the below scope is only illustrative and not exhaustive for the purpose of discharging of ships / vessels together with attendant cargo handling services and transportation of Coal from the Port of Gujarat State to HZL Units in Rajasthan

### 1.0 DEFINITION OF TERMS

In the order documents as herein defined where the context so admits, the following words and expressions will have the following meanings:-

- 1.1. "HZL / Owner/Principle employer" shall mean Hindustan Zinc Limited, Yashad Bhavan, Udaipur – 313001, their successors and assigns from time to time.
- 1.2. "Seller / Contractor / Service Provider" shall mean the person or persons, firm, or company; whose interest has been accepted by and includes its legal representative, successor and permitted assigns from time to time
- 1.3. "Applicable Law" shall mean the Act, Rule, Regulation(s), having the force of law enacted or issued by any competent authority in this behalf.
- 1.4. "Contract" means this Contract/Service Order/Agreement, its Schedules and Annexures together constituting the Contract.
- 1.5. "Contractor's Representative" means the person nominated by the Contractor from time to time by notice in writing to the Owner to act as Contractor's representative for the purposes.
- 1.6. "Day" means English Calendar day.
- 1.7. "Work(s)" means and includes the totality of the work and services envisaged and shall include all labour for related and incidental to or in connection with the commencement and continuation of performance or completion of the same.

### 2.0 Duration:

This EOI is invited for period of One to three years from the date of finalization.

The quantity is however subject to HZL's sole discretion to bring cargo to any port and HZL does not guarantee the quantity to be brought at any specific port. The quantity is also based on contractor's performance in the first few shipments.

In case of congestion, vessel to be diverted to other port after mutual agreement.

### 3.0 SCOPE OF WORK

The scope of work shall include Stevedoring , clearing, Handling, storage, watch and ward, security, forwarding, transportation and delivery of Non coking coal/MetCoke/Breeze/Coal Dust imported/ domestic sourced by Hindustan Zinc Limited to, its Power Plants based at Chanderiya Lead Zinc Smelter at Chittorgarh, Dariba Smelting Complex at Rajsamand & Zawar Mines at Udaipur (hereinafter named as "HZL plants"), Rajasthan as per description mentioned here below:-

#### 3.1. Stevedoring Work:

- a) Discharging cargo from the mother vessel at maximum achievable discharge rate subject to agreed minimum guaranteed discharge rate for different type of vessels such as Cape / Geared / Gearless etc. in PWWD SHINC, employing sufficient number of suitable barges, handling equipment and manpower. (The above discharge rate is guaranteed, here Contractor to provide the discharge rate from their side, same can be agreed / discussed as the case may be).

- b) Unloading Barges at Jetty using material handling equipment including excavators / cranes etc..
- c) Providing required documentation like SOF, daily stevedoring report etc.
- d) Safe operations of cargo handling both on Board as well as on Shore and shall employ efficient and competent crane & equipment operators etc. to eliminate wastage / shortage of cargo.
- e) Any other service customary required for completion of discharge from Vessel.
- f) Co-ordination with vessel agent, master, owner's agent, inspection agency appointed by HZL, port authorities, any other HZL's representative etc. HZL shall forward the necessary shipping documents on its receipt. The cargo delivery may be required on LOI in case of delay in receipt of original documents, subject to custom clearance.
- g) Contractor shall be liable for any damage / theft to mother vessel(s) caused by its equipment and or personnel or any other port equipment hired by them. Contractor shall keep HZL indemnified against such damage/theft.
- h) Stevedore's damage arising out of stevedore's negligence, if any to the vessel to be settled directly by Contractor / Service Provider's insurance company & vessel / owner. However principal to assist in obtaining / providing any documents required from owners / vessel as per norms of IRDA and other terms & conditions of Contractor's insurance company to process / settle the claim at any point of time. However, master / vessel agent has to notify stevedores in writing immediately after any damage is occurred. Such notice to specify the damage in details and to invite stevedores to appoint surveyors to access the extent of damage.
- i) The Contractor should endeavor to unload the cargo at berth.
- j) Any unloading at anchorage should be done with due intimation to HZL.

### 3.2. Custom and Port Clearance

- a) Payment of customs duties at actuals (either by cash or by DEPB) and completion of documentation and Port Clearance of Cargo (DEPB documentation if required)
- b) Finalization of Bill of Entry as per final documentation furnished by HZL.
- c) Follow-up with customs for arranging refund, if any.
- d) Other customs & Port related work such as cancellation of bonds/ bank guarantees, Operation of PD accounts (if any) on specific authorization etc.
- e) Co-ordination with Port & Customs Authorities and any other related agency.

- f) Arranging TRA's etc. from other ports, re-issuing TRA's from operating Port etc. if so desired by HZL.

3.3. Movement to storage space. Storage. watch & ward

- a) Movement of cargo from jetty/berth to the Port plots employing sufficient numbers of suitable dumpers.
- b) Contractor shall arrange for suitable plots for storage of Cargo which shall be earmarked exclusively for Hindustan Zinc Limited's cargo allowing storage for a minimum period of 90 days.
- c) Contractor shall ensure safe and secure storage of coal and will maintain the quality and quantity of the coal received. Contractor shall take all necessary care to avoid any contamination/adulteration.
- d) Contractor shall keep sufficient number of persons for proper watch and ward.
- e) During storage Contractor shall take adequate care to avoid loss due to fire/combustion of coal. All necessary precautions, to avoid such loss shall be your responsibility. Contractor shall also require to maintain the moisture by watersprinkling. Contractor shall however take care to avoid adding excessive moisture.
- f) Cargo maintenance, necessary high stacking or any other means / steps to avoid loss to HZL shall be done by Contractor.

3.4. Clearing and Forwarding. delivery at HZL plants

- a) Clearing from Customs and port area as per schedule given by HZL. However, HZL to give schedule well in advance and also the duty payment is to be made by HZL in advance.
- b) Loading of dumpers from storage area and shifting of cargo to railway siding in case movement by Railway is considered by Hindustan Zinc Limited. HZL at its sole option will prefer Contractor to transport the entire material by trucks also which needs to be complied by Contractor and he shall deliver directly to HZL plants in trucks.
- c) Contractor shall ensure safe and secure delivery of cargo to HZL plants. Contractor may arrange necessary escorts at his own cost for security of cargo during transit for transportation of cargo by rakes.
- d) Contractor shall render all necessary assistance and arrange for insurance claim from the Insurance Company if there is a loss of cargo for any reason.

Even if any insurance claim may arise HZL to release payment of Contractor on submission of loss assessment report by insurance company surveyor and the loss of quantity to be considered as certified by surveyor. However, the same would be released only once a Bank

Guarantee of equivalent amount is submitted by the Contractor to HZL. This BG would be released by HZL once insurance agency accepts the claim and Contractor is not at fault.

### 3.5. Transportation by Railway :-

Contractor shall work with railways (at required offices) for ensuring wagons availability, making any representations with railways on behalf of HZL for any concessions, freight reduction, credit note facility or availing any other facility beneficial to HZL besides day to day activities for rail movement.

### 3.6. Arranging Movement:-

- a) Contractor shall raise Indents for Rakes at Port and ensure sufficient number of rakes for meeting HZL's delivery schedule.
- b) Inspection of wagons for suitability /load worthy condition. Contractor to ensure that any sick wagons or wagons with leakages whereby the coal loaded in to wagons may be lost in transit, are to be reported to railway authorities and are to be taken out so that sick wagons are not loaded. In the event that wagons are deemed sick and are cut-off in transit by the Railways, it shall be the responsibility of the Contractor to locate such sick/abandoned wagons and ensure safe and secure delivery to HZL's smelters.
- c) Mobilizing adequate manpower and equipment to load the rake within the allowed time. Any demurrage shall be borne by Contractor.
- d) Loading railway wagons up to allowable loading capacity and trimming/leveling . Before commencement of loading Contractor will arrange to clean the wagons and will ensure that all wagons are properly cleaned and fit for loading of coal cargo.
- e) Payment of rail freight (after getting advance payment from HZL) and collection of freight pre-paid original RR and hand over to HZL before arrival of rakes at HZL plants but after verifications of correctness of RR. All incidental and sundry payments payable to whomsoever in this regard for smooth rake loading operation within the rules to be made by the Contractor. Railway siding charges are applicable even if the private siding is used.
- f) Follow-up with railways for missing wagons, if any, lodging of claims with railways and expeditious delivery of material. & and loading of coal into wagons.
- g) Complete railway documentation
- h) Contractor shall arrange rake loading within the stipulated period of time as allowed by railway.
- i) Cargo should be covered properly by Tarpaulin after loading of rakes.

3.7. Transportation by Trucks: Contractor shall comply with the instructions and arrange sufficient numbers of suitable trucks/dumpers to achieve the desired rate of receipt of coal at HZL's plants. Contractor will ensure that the trucks are properly sealed, covered having unique logo/ company stamp / seal at the time of loading and shall provide for en-route surveillance to ensure that there is no malpractice adopted by the transporter during the transportation from Port to HZL. It is the sole responsibility of the Contractor to ensure that the quality and quantity of material received at plant is same as that received at Port.

The Manpower for sealing activity to be arranged by CONTRACTOR & seals will be provided by HZL. HZL will appoint a representative to supervise the sealing activity at port.

### 3.8. Reconciliation:

Contractor shall also reconcile the accounts related to payments made by HZL towards port and statutory charges, custom duty, railway/truck freight etc and will submit regular statements. HZL reserves the right to recover the excess payments through Contractor's bill or through other remedies mutually agreed and thereof to be part of contract.

### 3.9. Physical Verification:

As and when asked by HZL and/or at the beginning of each month, HZL may depute its team for physical verification of stocks lying at port/storage area and Contractor will render all the necessary co-operation and assistance for any such verification.

The above scope is only illustrative and not exhaustive. All the residual scope of work for ensuring reaching of cargo to HZL's Works in an orderly way is to be carried out by the Contractor.

## 4.1 **SHIPPING TERMS**

- a) Minimum guaranteed discharge rate for a geared vessel is 18000 PWWD SHINC. In-case of discharge by floating station for gearless vessels, the guaranteed discharge rate shall be 18000 PWWD SHINC or with mutual agreement.
- b) Turn time will be 12 hrs USC. However HZL would put their best efforts to get EIU.
- c) Notice of readiness to be tendered on arrival at Port ATON SHINC
- d) All vessels are to be nominated at-least 4 to 5 days prior to commencement of load port laycan with all pertinent vessel details as required by CONTRACTOR. These include but are not limited to demurrage rate, laycan, crane details, eta, etc. All the vessel nominations given with 15 days advance notice have to be accepted by CONTRACTOR without fail (subject to suitability of the vessel) failing which it would be treated as breach of contract by CONTRACTOR. All the spot shipments (without sufficient notice period) also would be handled by CONTRACTOR in which case the terms & conditions (other than price & payment terms) suitable to the conditions shall be mutually discussed and agreed.
- e) Vessel must agree to proceed to come into the inner working anchorage/berth at the time, date and drafts as prescribed by the Gujarat Maritime Board – vide their tide table issued every month.
- f) Time to stop counting at Port Outer anchorage / Outer Buoy once permissible draft for safe Pilotage is attained as prescribed by Port authorities and time to start counting once vessel has been piloted to inner working anchorage/berth and Pilot has disembarked the vessel. Master must provide discharge sequence in advance in such manner that vessel must attain even Keel draft for Pilotage / Safe navigation basis all hooks being provided simultaneously. If all hooks not provided, time to be prorated basis number of hooks being made available.
- g) Once the vessel is on demurrage, she will always remain on demurrage and all subsequent time lost shall continually count as laytime, including any time lost during subsequent force majeure declaration / situations.

## 5.1 DEMURRAGE / DESPATCH

- a) 100% demurrage and dispatch would be to CONTRACTOR's account.
- b) Rate of Demurrage shall be intimated at the time of nomination of individual vessel.
- c) Laytime to stop counting from time vessel getting ready for pilotage readiness (from outer to inner working anchorage / inner anchorage/berth to outer anchorage, as the case may be) and will resume counting from time vessel drops the anchor and pilot disembarks the vessel.
- d) In-case of overlapping of two vessels the NOR, Turn Time and discharge rate of the first vessel will be accepted as per the contract. In-case a second vessel comes during the operation of the first vessel, the NOR and Turn Time of the second vessel will be accepted as per the contract and the discharge rate will be mutually discussed for the second vessel
- e) Despatch amount is to be shared by HZL to CONTRACTOR only in case the same is agreed by the charterer / supplier.
- f) In case HZL is having an arrangement as per the contract with the supplier / charterer for appointment of any mutually discussed third party adjudicator for preparation /settlement of lay-time calculations, CONTRACTOR is to fully cooperate & the results so declared would be considered as final & binding for both the parties.

## 6.0 VESSEL NOMINATION

Vessel arriving for discharging of at Port will be nominated to CONTRACTOR at-least 4 to 5 days prior to commencement of load port laycan and such nomination will include all details of the vessel, its gear, estimated lift, demurrage / dispatch rate and laycan at load port. CONTRACTOR to revert with comments on the said nomination within 1 day of receipt thereof. Terms of the Vessel Nomination, as accepted by CONTRACTOR and HZL, will be binding on both CONTRACTOR and HZL.

### 7.1 Cargo Handling Charges payable by HZL to CONTRACTOR for Shipping & Port services:

For Services of Stevedoring, Barging, barge discharging, shifting cargo to plot Dumper/ truck loading for dispatch to HZL plants, following charges are agreed:-

- 7.2 For Geared ships, loaded on trucks – Rs. PMT;
- 7.3 For Gearless Panamax vessel, loaded on trucks – Rs. PMT
- 7.4 For Gearless Cape size vessel, loaded on trucks – Rs. PMT
- 7.5 For loading of Railway rakes – Rs. \_\_\_ pmt on RR (Railway receipt) weight;
- 7.6 For Floating crane charges for discharging Gearless ship – Inclusive in above rates.
- 7.7 For cargo stored more than 90 days in plots in Port – Rs. \_\_\_ pmt per \_\_\_\_\_ or part thereof.
- 7.8 Cargo should be covered properly by Tarpauline after loading of rakes.
- 7.9 Tarpaulin charges – Rs pmt for rake loading

Tarpaulin to remain Contractor's asset and HZL to grant permission from the plant to take back the tarpaulin.

7.10 Rail Haulage charges – Rs. \_\_\_\_\_ per wagon for rakes placed inside the port, if applicable.

7.10 These charges may revise as per the circulars/notices from the port authority. CONTRACTOR must intimate HZL for any changes in the rail haulage charges on real time basis.

7.11 In case the rake is placed outside the port same will not be applicable.

7.12 Railway siding charges – Rs. \_\_\_\_\_ pmt

7.13 Port Warfrage charges - Rs. \_\_\_\_\_ pmt

7.14 For any other services not covered in the above the rates/charges shall be mutually agreed & confirmed by HZL before CONTRACTOR renders such service;

7.15 In event of any special arrangements such as special permissions, surcharges, levies, etc. the same shall be agreed by HZL for reimbursement to CONTRACTOR on a case-by-case basis after which CONTRACTOR shall render the requisite service.

7.16 Price variation – Stevedoring

The above mentioned rates as in Clause 7.1, 7.2 and 7.3 are based on the HSD price as prevailing on \_\_\_\_\_ at Gandhinagar i.e. Rs. \_\_\_\_\_ per litre, the diesel price variation can be referred via website - <http://www.mypetrol price.com>. In event of any change in HSD price by INR 1 per litre or prorata the cargo handling charges as mentioned in Clause 7.1, 7.2 & 7.3 shall be changed by Rs.1 pmt or prorata. Revision in cargo handling charges due to change in HSD price shall be applicable from next vessel / ship effective from the date of change.

## 8.1 TAXES & DUTIES

- a) Rates are exclusive of **GST**, which shall be payable extra as applicable against Invoice. The same shall be reimbursed on submission of invoice clearly mentioning **GST** component and proof of registration for **GST** payment.
- b) Tax Deduction at Source, TDS as required under Income Tax Act, 1961 will be deducted at source as per the rates in force No tax or tax at lower rate will be deducted at source if a tax exemption certificate from the tax authorities is provided to the Owner by the Contractor. If a tax exemption certificate is not provided by the Contractor and in the event of the Owner being obliged to deduct any tax at source and/or any withholding tax on any payment due or payable to the Contractor under this Contract, the owner shall deduct the same from the sums becoming due and payable and make payment of the net amount to the Contractor. The Owner shall give necessary certificate(s) to the Contractor in this regard. Such deduction of tax by the Owner shall have no effect on the Contract Price and the Contract Price shall not be liable to increase because of such deduction of tax.



- c) Statutory variation in Taxes & Duties and/ or imposition of any new *taxi* duty after the date of Contract shall be to HZL's account.

9.1 Payment terms for Shipping & Port services:

9.2 For Stevedoring Services specified as per 7.1, 7.2, 7.3 & 7.10 above:

CONTRACTOR shall raise Invoice on HZL on basis of draft survey conducted at discharge port by independent inspection agency appointed by buyer, on completion of ship's discharge per ship.

CONTRACTOR shall raise invoice in two part:-

- a) CONTRACTOR shall raise invoice for claiming 75% payment after completion of vessel discharge for each ship separately. HZL shall process the payment within 15 days from the date of receipt of invoice.
- b) CONTRACTOR Shall raise the invoice for balance 25% on completion of cargo dispatch from the port. HZL shall process the payment after deducting agreed penalty, if applicable considering the agreed tolerances.

This balance payment will be released on delivery of full vessel quantity at HZL plants, within 15 days from the date of receipt of invoices.

9.3 For Services specified as per 7.4 & 7.7:-

CONTRACTOR shall raise invoice on weekly basis Rake wise; 100% payment for such Invoice will be made within 15 calendar days from date of receipt of Invoice. Payment will be processed as per the actual quantity & quality received at HZL plant. Actual Received quantity, to be considered as lower of Dispatch or receipt quantity.

9.4 For payment specified as per point 7.8 & 7.9

Delivery of cargo by Rail: Payment of rail freight, Rail-haulage & Railway siding charges to be made by HZL in advance directly to railways according to procedure being followed by railways.

9.5 For services specified as per 7.6:-

CONTRACTOR shall raise invoice after completion of vessel to HZL for cargo of each ship stored in excess of 90 days, for the reasons attributable on account of HZL; The weight shall be determined basis the "draft survey report from the independent inspection agency appointed by HZL", less the quantity dispatched as per Port weighbridge and the rate specified in clause 7.6 above shall apply. 100% payment for such Invoice will be made within 15 calendar days from date of receipt of invoice.

9.6 For services specified as per 7.11 & 7.12:-

CONTRACTOR shall Invoice as per mutual agreement depending on nature of such additional services & requirements for the same.

- 9.7 Customs Duty - shall be paid in full at actuals, on getting notice sufficiently in advance from the Contractor before vessel arrival. HZL shall have the option to advise filing 8/E in advance and also provide the duty in the form of Duty Free License or Duty Entitlement Pass Book, for the payment of Customs Duty. Contractor shall give a

detailed calculation sheet with clear sufficient working days to enable HZL to arrange payment. HZL shall provide necessary documents for filing the bill of entry. Contractor should keep track of the vessel as informed by HZL from time to time.

9.8 Service Tax/ Cess & other Govt. levies/ taxes shall be paid extra as applicable.

**10.0 Delivery of cargo from Port by CONTRACTOR to HZL plants:**

10.1. HZL intends 50% transportation out of Port by rake for all the Coal dispatched to Chanderiya plant.

Dead freight will be calculated as per the calculation specified in clause 14.4.

CONTRACTOR will ensure that Port in-motion weighbridge is calibrated regularly as and when required to ensure accuracy of the same.

However keeping the excess material at the port over and above the shortage allowed is not a right to CONTRACTOR. They would ensure that the shipment lots are cleared completely from the port and submit cargo clearance certificate for each shipments.

The current loading is as per the railway rules and in case of any changes then CONTRACTOR and HZL will discuss mutually and decide the way ahead.

10.2. For Chanderiya plant, remaining 50% of the coal dispatches shall be by trucks and transportation base rate shall be Rs. \_\_\_\_\_ pmt. CONTRACTOR shall ensure weekly average dispatch of 500 MT per day by trucks.

For Dariba plant, all the coal dispatches shall be by trucks and transportation base rate shall be Rs PMT. CONTRACTOR shall ensure weekly average dispatch of 1000 MT per day by trucks.

For Zawar plant, all the coal dispatches shall be by trucks and transportation base rate shall be Rs PMT. CONTRACTOR shall ensure weekly average dispatch of 500 MT per day by trucks.

The guaranteed weekly average dispatches considering all the plants together shall be 2000 MT per day.

If more than one Cargo is available at Port the desired average dispatch is to be increased by 150%, i.e. 3000 MT per day instead of 2000 Mt as mentioned above.

Contractor has to ensure 100% compliance of the Safety requirements for all the Drivers (Man)/ Vehicles / Trucks (Machine) / Coal (Material) deployed for the work being executed under the contractual commitment with HZL. It would be Contractor sole responsibility to adhere Safety policy of HZL in/off site. **Refer Annexures for Safety Policies and exception management with actionables.**

Contractor has to ensure that all the loaded trucks moving out from the port are required to be covered with intact tarpaulin and tied with single piece intact rope.

Contractor has to ensure tarpaulin of the trucks is properly sealed at all the hooks and there are no gaps from where Coal can be removed from the trucks. HZL will depute its representative to supervise the correctness of seals however ownership would be with Contractor as its his endeavor to deliver Coal in Safe and secured manner to HZL plants.

Along with Sealing its also required that all the trucks are fitted with GPS by the agency deployed at port by HZL.

Refer Annexure for SoP for sealing and GPS.

Contractor has to declare the route which its vehicles / trucks will follow to reach the plant and same is to be adhered on 100% trucks. On basis of route decided Contractor will be required to confirm the transit time required by the trucks to hit the destination. Any deviation from route / transit time is required to be answered by contractor with proper reasoning thereof.

For all the dispatches executed from Port to Plant, Contractor will be required to make allowslip of vehicles and upload the dispatch details on HZL specified portal (system based program named as CRA/TMS) on daily basis, in any case before vehicle reporting at HZL plant. Any vehicle reported without having its data entered on the portal will be not allowed for unloading.

### 10.3. Price variation – Road Transportation

The above mentioned "Base rates" for Road transportation as in Clause 10.2 is based on the HSD price as prevailing on Dt. \_\_\_\_\_ at Gandhinagar, i.e. Rs. \_\_\_\_\_ per ltr., the Diesel price variation can be referred via website - <http://www.mypetrolprice.com>. In case the HSD price changes from the current rate of Rs. \_\_\_\_\_ per ltr., HZL shall increase / decrease its transportation rates by 0.30% of percentage increase / decrease of every one percent change in diesel price.

10.4. CONTRACTOR agrees that HZL always has the option to directly appoint & directly pay a transporter of HZL's choice without CONTRACTOR's involvement.

### 10.5. Payment of Railway Freight:-

Payment of Railway Freight will be made in advance by HZL. However, Contractor shall ensure that all rakes leave on freight pre-paid basis only, for which the Contractor will intimate requirement of funds well in advance and will coordinate with railways. In case of E-Freight payment facility available, same has to be coordinated.

### 10.6. Payment terms for road transportation :

100% payment against statement of Lorry Receipt shall be paid by HZL within 15 working days from the time the CONTRACTOR's submits the weekly invoice to HZL. Payment will be processed as per the actual quantity & quality received at HZL plant.

Actual Received quantity, to be considered as lower of Dispatch or receipt quantity.

#### 11.0 Other DELIVERY terms:

- 11.1. The coal consignment should start reaching Hindustan Zinc Limited (HZL) Works progressively as per dispatch instructions of Hindustan Zinc Limited.
- 11.2. Consignee would be Stores Head of the respective HZL unit.
- 11.3. Contractor shall ensure that the entire quantity received at discharge port is delivered to HZL
- 11.4. HZL would prefer Road transportation of part cargo. Contractor shall arrange the sufficient no. of trucks to deliver the cargo as per the schedule agreed in the contract.
- 11.5. Delivery by Railway :-Railway siding details "Hindustan Zinc Limited", B.G Siding (Served by Chanderiya), Alpha code : HZL, Numerical Code- 08308212.
- 11.6. Contractor shall send on daily basis a MIS of trucks dispatched from Port and received at HZL plants and maintain a complete tracking of trucks enroute.

#### 12.1 **SECURITY DEPOSIT**

- 12.2 As security for the due, proper and faithful fulfillment of the obligations under the contract, the Contractor will furnish to the owner security deposit of Rs 50 Lacs in the form of Bank Guarantee in specified format from a nationalized bank within 15 (fifteen) days from the date of issue of work order. The bank guarantee should be valid for a period of three months in excess of the contract completion date/actual completion date whichever is later. The Bank guarantee should have claim period of 3 months from the date of expiry.
- 12.3 The owner shall be at liberty without any notice reference to the Contractor to realize and enforce payment of security deposit for non-fulfilment/ or unsatisfactory performance of the contract.
- 12.4 The bank guarantee shall remain binding notwithstanding such variation , alterations or extensions of completion time as may be made, given conceded or agreed to between Contractor and the owner under these conditions or otherwise.
- 12.5 The security deposit shall bear no interest and the Contractor shall have no claim for the interest on the security deposit or any appreciation thereof.
- 12.6 The bank guarantee shall be released on application by the Contractor after the expiry of said guarantee and after discharge of all obligations by the Contractor under the contract and has produced "Letter of Discharge" from HZL.
- 12.7 The bank guarantee shall not in any way be construed as a limitation of the Contractor's responsibilities or liabilities pertaining to his obligations and/or guarantee

under the contract and shall be without prejudice and in addition to any other remedies available to the owner in terms of the contract and / or laws of the land.

- 12.8 The security deposit shall be for the due, faithful and efficient performance and fulfillment of the contract by the Contractor keeping in view the time schedule for the completion of the work. The Owner shall also be entitled to apply the proceeds of security deposit as well as any other sums becoming due or payable to the Contractor, which have not been disbursed to him or have been retained with the Owner towards meeting wholly or in part, any expenditure, damages or losses to which Owner may be put as a result of any act of omission or commission, negligence or default on the part of the Contractor in relation to the contract, and/or for defending or settling claims with respect to sums the Contractor owes to other parties as a result of contract.
- 12.9 HZL reserves the right to invoke the bank guarantee for any or all losses to HZL arising out of the non-performance of Contractor under the Contract without prejudice to its rights to enforce any other legal remedy for recovery of such losses.
- 12.10 Contractor shall ensure that at all times, that the security deposit is not reduced below the prescribed limit and in the event of any such shortfall due to invocation of bank guarantee by HZL, Contractor shall immediately on notice by HZL, replenish the deposit amount to the extent of the short fall. Failure to furnish the Bank Guarantee shall be treated as failure to discharge the duties under this agreement.

### 13.0 **Handling Loss:**

- 13.1. CONTRACTOR shall be allowed a handling loss of a maximum of 0.50% of the shipment cargo for entire operation as per below formula. ( on NMT basis as per the formula specified below).
- 13.2. CONTRACTOR may witness the sampling & analysis at discharge port executed by independent inspection agency appointed by HZL.
- 13.3. The Moisture result of each vessel declared by independent inspection agency appointed by HZL at discharge port shall be final & binding for both parties. This shall be the base for discharge port Total Moisture comparison & Reconciliation purpose.
- 13.4. The handling loss shall be determined as follows: HZL's nominated inspection agency shall determine weight at discharge port by draft survey. Handling loss is determined as a difference of draft survey weight and normalized weight arrived after adjustment of moisture at HZL plants.

Handling Loss shall be calculated as under :

$$\text{Net weight} = \frac{\text{Receipt qty at HZL plant} \times (1 - \text{TM as received at HZL Plant})}{(1 - \text{Discharge port TM})}$$

Any loss beyond 0.50% shall be recovered from CONTRACTOR at single rate cost / MT (Actual landed cost to HZL which comprises of B/E assessable value + duty + stevedoring & Barging charges). In case shortage is beyond 0.50% then HZL shall

recover from CONTRACTOR excess of quantity beyond 0.50% shortage only. In-case there is a considerable increase in coal price in the market, then the B/E value shall be replaced by market coal price prevailed during the period of shortage occurred.

13.5. CONTRACTOR shall also ensure that there is no contamination of coal at the plot. Compensation as mutually discussed shall be recovered by HZL for contamination, if any.

13.6. CONTRACTOR shall not spray water more than minimum required as per Port rule on coal cargo during storage at Port.

13.7. 1% tolerance is allowable in GCV(ARB); between Discharge port GCV(ARB) and HZL LAB GCV(ARB). Results of analysis at HZL premises shall be treated as final for payment, penalty or any other purpose. Deduction would be made by HZL to CONTRACTOR only beyond 1% difference (on prorated basis), at single rate cost / MT (Actual landed cost to HZL which comprises of B/E assessable value + duty + stevedoring & Barging charges). In-case there is a considerable increase in coal price in the market, then the B/E value shall be replaced by market coal price prevailed during the period of shortage occurred.

13.8. The penalty on account of handling losses will be charged as higher of the two as derived in point – 13.7 and 13.4

HZL shall allow CONTRACTOR's representative to witness the sampling of Coal samples at HZL sites.

13.9. HZL shall intimate CONTRACTOR regarding calibration of HZL's weighbridge at various sites in advance. CONTRACTOR may deploy their representative to witness the weighbridge calibration.

#### **14.0 PENALTIES/RECOVERY FROM CONTRACTOR'S :**

Contractor shall be liable for following penalties/recoveries for shortfall in performance envisaged in this contract:-

14.1. Recovery on variation of Gross Calorific Value of Coal received : As described in clause 13.7

14.2. Recovery due to weight difference : As described in clause 13.4

14.3. Penalty on account of non-performance of guaranteed road dispatches

14.3.1. The agreed lifting rate by Road shall be as below:

500 MT per day for Chanderiya

1000 MT per day for Dariba

500 MT per day for Zawar

- 14.3.2. The guaranteed Monthly average dispatches considering all the plant shall be minimum 2000 MT per day.
- 14.3.3. In case the "monthly average daily dispatch" (on fraction pro-rate, basis the availability of material at port for road dispatch), is less than the guaranteed per day rate, a penalty @ Rs 100 PMT shall levied for the shortfall quantity. However in case the dispatches are too low to meet HZL's requirement, HZL has right to depute vehicles from market at the risk & cost of the Contractor.
- 14.3.4. HZL may either charge penalty @ Rs 100 PMT OR can invoke Risk & Cost clause whichever is higher.
- 14.3.5. A grace period of 5 days will be given for lining up road supplies from the date of out of charge received for 1<sup>st</sup> vessel
- 14.3.6. Seal Damage / Excess Transit Time / Damaging or Tampering GPS/ Non adherence to No-Go criteria for Vehicles/Drivers will attract penalty.
- 14.4. Dead Freight: Loss / penalty on account of any excess / under-loading of railway wagons. Dead freight will be calculated between Port weighbridge actual weight (RR weight) and chargeable weight. The minimum loading guarantee will be 66 MT for N Box Wagon and 68 MT for NHL Box Wagon. The minimum loading guarantee for the rake will be derived based on the type of wagon and the number of wagons per rake. Any under loading below the specified limits for the complete rake will be on Contractors' account. However no overloading shall be allowed. Any penalty levied by railway on account of overloading shall be borne by Contractor. 50% of saving in dead freight to be passed on to Contractor. For example for N type box as below:-
- 59 box per rake X 68 MT = 4012 MT Chargeable weight
- 59 box per rake X 66 MT = 3894 MT Minimum Loading
- Dead freight due to any under loading below 3894 MT will be to Contractor account. 50% of saving in dead freight due to loading between 3894 MT and 4012 MT to be passed on to Contractor. Can be amended also as per mutual agreement.
- 14.5. Apart from the above, other recoveries shall be as follows & in CONTRACTOR account:-
- Any demurrage involved in Vessel unloading including excess duty paid on this account shall be
  - Any demurrage involved in Rake handling at Port.
  - Any other sum which is unreasonably charged to HZL due to any acts and omissions of the Contractor
- HZL shall have all right to recover any such value of penalty / recovery in any manner by deduction from Contractor's bills, Security Depositor through any other manner as deemed fit.



## 15.0 **QUALITY DETERMINATION: at Port and Plant**

Port -HZL shall appoint an independent inspection agency at discharging port. The quality declared by the inspection agency shall be final & binding for both the parties for discharge port only.

Plant – HZL Lab report shall be final & binding for both the parties

## 16.0 **WEIGHMENT:**

16.1. At Port: weighbridge weight at Port shall be reflected on the RR's or the Lorry Receipts. HZL has a right to appoint an independent inspection agency for drawing samples at the time of dispatch of cargo Port.

16.2. At HZL Plants: Weighbridge weight at HZL shall be final & binding for the purpose of reconciliation.

## 17.0 **OTHER TERMS**

CONTRACTOR will work hand in hand with port authorities, complete all documentation formalities for custom clearance of the cargo, arrange to file 8/E on 8/L wise as per lifting of the cargo by HZL. CONTRACTOR will also do provisional & final assessments of 8/Es & will arrange for chemical tests or other tests required by customs for final assessment of the 8/Es. CONTRACTOR shall ensure that all the custom related formalities including final assessments are carried out well within time as stipulated by customs department and HZL shall furnish all the required documents to CONTRACTOR to complete the same.

18.0 **INDEMNITY:** Contractor shall indemnify and keep indemnified HZL against losses arising out of or as a result of Contractor's own acts and omissions including but not limited to:-

- 18.1. Loss/theft to Mother Vessel due to their operation of Unloading in barges
- 18.2. Violation of statutory requirements at port/customs/road transport/rail transport or any other relevant area
- 18.3. Loss/injury to Contractor's own personnel/equipment
- 18.4. Any insurance/compensations of Contractor's own personnel/plant
- 18.5. Loss of cargo/demurrage/railway claims.
- 18.6. Any demurrage liability arising for lower discharge rate in case of vessel unloading and rake loading beyond the permitted time
- 18.7. Any port and customs claims pertaining to Contractor's own acts.
- 18.8. Any claims raised by Govt authorities/ GMB due to environmental damages.

## 19.0 **INTERPRETATION OF CONTRACT DOCUMENTS:**

Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract then the matter shall be resolved through mutual discussions.

## 20.0 **HZL's LIEN**

HZL shall at all times have lien on all or any moneys that may be due or become due and / or payable to the CONTRACTOR under the contract in respect of any debt or sum that may become due and payable to HZL by CONTRACTOR under the contract.





CONTRACTOR shall not have any lien whatsoever on the cargo belonging to HZL, lying at the port or elsewhere under any circumstances.

**21.0 HZL OFFICIAL NOT INDIVIDUALLY LIABLE:**

No Director or Official or employees of HZL shall in any way be personally bound or liable for the acts or obligations of the HZL under the contract or answerable for any default or omission in the observance of performance of any of the acts, matters or things which are herein contained.

**22.0 ALTERATION / AMENDMENTS:**

Any modifications / alteration / amendment in the said contract by the way of any addendum shall form and part and parcel of the contract. Corrections if any in the contract shall only be accepted if duly signed and stamped adjoining the correction / amendment made, by both the parties i.e. CONTRACTOR and HZL.

**23.0 ASSIGNMENT OF CONTRACT**

CONTRACTOR shall not assign subcontract, sub-let, transfer the title, of the contract or any part thereof or any of the rights or obligation of CONTRACTOR hereunder without the express permission of HZL.

Where so permitted, CONTRACTOR shall furnish an Indemnity Bond to HZL, indemnifying HZL from any action of his sub- Contractors involving breach of any legal practices and company procedures.

Contractor shall not be relieved from any obligation under this contract by entering into any subcontract and Contractor shall be responsible for the acts, defaults and neglects of any Sub-Contractor, its employees, agents, representatives, servants, or workmen as fully as if they were the acts, defaults or neglects of Contractor, its employees, agents, representatives, servants or workmen.

**Transfer, Assignment and Sub Letting:** The Contractor shall not sub-let, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of HZL. But such consent of 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 the subcontractor, his agents and employees fully as if these are the Contractor's own acts.

**24.0 SECURITY PASSES & ACCESS TO HZL PLANTS:**

HZL shall provide CONTRACTOR employee, permanent security passes at HZL plants whilst deliveries are in progress. Contractor is required to complete all the formalities of Safety / HR / Administration for the same.

**25.0 INSURANCE:**

The responsibility of CONTRACTOR is to ensure that CONTRACTOR infrastructure is adequately insured and premium is paid upto date, whereas the responsibility of HZL is to ensure that their cargo is adequately insured (HZL shall maintain all risk Insurance cover for the coal being stored at the port OR transported whilst the coal is in the trucks & during its cross-country transit movement).

CONTRACTOR shall ensure that CONTRACTOR &/or its service providers or sub Contractors take the necessary insurance cover for all operational assets & manpower.

CONTRACTOR and HZL shall furnish evidences if insurance cover to each other, in case required.

**26.0 STEVEDORE DAMAGE:**

Stevedores damage if any to be settled directly between the Vessel owners and CONTRACTOR. Any damage on account of Stevedores affecting Vessel's seaworthiness to be repaired immediately and any time thereby lost to count as Lay time or time on Demurrage.

**27.1 RISK AND COST CLAUSE:**

Alternatively in the event of failure on the part of Contractor to undertake the work as per scope & terms agreed in this contract at any given time, HZL reserves the right to engage alternate source/ agency at the entire risk and cost of the Contractor:-

27.2 The owner shall, at its option, get the work executed elsewhere or thru alternate source/ agency at the risk and cost of the Contractor in case the Owner chooses this course, it will be entitled to recover compensation/ damage from the Contractor.

27.3 However exercise of HZL's right under sub clause (a) shall not absolve the Contractor of its other liabilities as may be applicable under other terms of the contract

27.4 The owner may by giving four week's notice to the Contractor, cancel the Contract without prejudice to the Owner's right under this Risk and Cost Clause (a) above or anyother provisions contained in the Contract to determine the Contract & claim damages from the Contractor.

**28.0 ARBITRATION:**

In the event of any dispute or difference arising out of, relating to, under or in respect of the contract between HZL and CONTRACTOR , the same shall be referred at the written request of either party to the Arbitral Tribunal of three arbitrators comprising one nominee from each of HZL and CONTRACTOR and a presiding arbitrator to be appointed by the two arbitrators by mutual agreement in writing before entering upon the reference. Such arbitration shall be subject to and in accordance with the provision of Arbitration and Conciliation Act 1996 (No 26 of 1996) and the Rules.

The venue of arbitration shall be in Udaipur and arbitration shall be conducted in English Language. The parties agree that the Hon'ble Court of Udaipur shall have exclusive jurisdiction in all matters relating to the arbitration proceedings.

**29.0 GOVERNING LAW & JURISDICTION**

The contract shall in all respects be deemed and construed in conformity with Indian Laws. The contract shall be in all respects be deemed and construed in conformity with Indian Laws and shall be subject to the jurisdiction of courts at Udaipur, Rajasthan only and no other.

### 30.0 **FORCE MAJEURE:**

If either party is unable to perform or comply in full or part with any obligations, responsibilities or conditions of the contract due to contingencies beyond the control of either party and without its faults or negligence, including but not limited to fire, Acts of God, Flood, Cyclones, earthquake or other natural calamities, war like conditions, strikes lock-outs or labour disturbances, Government actions, Civil commotion, Acts of foreign government, Acts of the public enemy, explosions or accidents to storage depots, accidents at or closing of navigational or transport mechanism including ports & railways, the affected party shall give written notice to the other party of such Force Majeure within 48 hours after the arising of the Force Majeure conditions and such affected party shall be relieved of obligation to an extent of it being preventive from performing any obligation under the contract on account of such force majeure and shall suffer no prejudice for failure to perform their obligations during such period. In the event that the said conditions of Force Majeure and the suspension of obligations shall continue in excess of 30 days, the contract may be cancelled at the option of the either party.

However lack of support of Controller of Port / Landing Site, Govt authorities and / or non availability of competent railway rakes, trucks, handling equipment or their break down shall not constitute for Force Majeure.

### 31.0 **TERMINATION:**

- 30.1 Summary Termination : In the event of the Contractor going into liquidation or winding up their business, or making arrangements with their creditors or failure to observe any of the provisions of the contract, HZL shall have the right to terminate the contract forthwith in addition to any /without prejudice to any other rights or remedies. HZL will also be entitled to claim from the Contractor any costs or expenses or losses that HZL may incur by reasons of the breach of the contract or the part of the contract by the Contractor. HZL also reserves the right to divert the jobs to any other Contractor as may be deemed fit and proper at any time during the pendency of the contract at the sole risk, cost and responsibility of the Contractor, if the performance is found to be unsatisfactory and is detrimental to the interest of HZL.
- 30.2 Termination for Default: The Hindustan Zinc Limited shall at all times have the right to terminate the contract for the Contractor's default or failure to fulfill the obligations under the contract in whole or in part or if the Contractor refuses or fails to comply with the provisions of the contract or fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time or fails to perform the work in the time specified. In such an event the owner may get the whole or residual part of work done from other Contractors at the risk and cost of the Contractor. In case of cancellation of order owing to failure of Contractor, the amount due to him on account of work effected by him, if payable , shall be paid to him only after



due recoveries as per provisions of contract and that too after alternative arrangements to complete the work has been made.

32.0 **NOTICES:** All notices or communication by either parties shall be given in writing only & delivered by hand or by registered post at the appropriate address.

33.0 **WAIVER DEFAULT:**

Any waiver by HZL of any breach of the terms or conditions of the contract shall not constitute a waiver of the subsequent breach of the same. Any failure by HZL at any time or from time to time to enforce or require strict performance by the Contractor of any of the terms and conditions of the contract, shall not constitute a waiver by HZL of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way or the right at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

34.0 **LETTER OF DISCHARGE:**

At the end of the contract, Contractor shall submit the final bill covering all his claims, on any account whatsoever, under the contract. Once the final bill has been submitted, it shall be deemed that Contractor has no other claims of any kind or nature whatsoever under or arising out of or relating to the contract, and that the contract stands terminated and determined by mutual agreement of the parties and claims and disputes, if any, after the date of discharge letter shall only be settled as per the arbitration agreement.

35.1 **CONTRACTOR CODE OF ETHICS AND BUSINESS STANDARD:** -

- 35.2 The Parties and its employees or sub-Contractors shall ensure highest level of trust, Honesty and Integrity of each employee, Owner in turn expects that each Contractor employee's conduct should at all times reflect favorably upon Owner and all of its employees.
- 35.1 There can be no compromise in standards of adherence and the individual who violates Owner's Contractor Code of Ethics and Business Standards shall be summarily be dissociated.
- 35.2 Any Contractor employee found to be using, possessing, furnishing, selling or soliciting the sale of any drug contrary to law on Owner property or during hours that such employee is performing work for Owner will be subject to immediate removal from the premises and, in addition, will be reported to the responsible law enforcement agency. There can be no compromise for any individual who violates this policy.
- 35.3 Unethical Practices: If it is determined that the contractor, who has been recommended for the award of work or has been awarded the work, or his representative or partner or agent or servant or any other person claiming interest under him, has engaged in corrupt or fraudulent practice in competing for the contract in question, his offer shall be rejected and or contract terminated. Similarly, if it is found during the validity of the contract that Contractor or his representative or partner or agent or servant or any other person authorized by him or claiming interest under him, has engaged in corrupt or fraudulent practice or in theft or unauthorized movement of the material, or in any activity which is punishable under law or not authorized by HZL or prejudicial in the interest of HZL or detrimental to HZL, its equipment and property, the Contractor will bear full responsibility for the loss or other consequences which may result due to such



illegal/unauthorized acts besides the action to terminate the contract by HZL. In such cases, the Contractor shall also be liable for an action leading to suspension, banning of the business dealings with the Contractor and all its allied firms.

35.4 **Other mandatory annexures are attached herein as an integral part of the contract.**

**36.0 CONFIDENTIALITY AND NON DISCLOSURE:**

The Contractor fully understands, agrees and confirms that in course of its relationship with the Owner as contemplated under this order and the deployment of its employees to the Owner for providing its services under the Scope of work, the Contractor and such employees of Contractor would come to know and/or may get exposed to various confidential information, proprietary information, employee details, etc., of the Owner. The value of such confidential information, etc., would get eroded and impaired and the Owner may suffer huge loss, injury and hardships if such confidential information, etc., are in any manner misused, disclosed, un-authorizingly copied or passed on to any third party by Contractor or its employee(s) or anybody connected to them. It is therefore a matter of paramount importance that Contractor or its employee(s) or anybody connected to them, shall not in any manner misuse or disclose or pass on to third parties or derive any benefit whatsoever from such confidential information, etc., of the Owner. The Contractor hereby fully agrees and undertakes to keep all such confidential, proprietary information, data, etc., of the Owner in full confidence and shall not misuse, disclose, pass on to third parties or derive any benefit whatsoever from such confidential tools, techniques, etc. Besides it would be the absolute responsibility of the Contractor to cause and require the employee(s) deputed by it to the Owner and all connected to the Contractor to observe fully the above confidential, non disclosure and non use obligations. The Contractor therefore shall be fully liable to pay damages to the Owner for any breach or violation of this confidentiality, on disclosure and non-use clause by Contractor or by his employee(s) or anybody connected to it and shall keep the Owner fully indemnified in this regard including any third party claims.

**37.0 SUSTAINABILITY:**

"The Contractor shall abide by all human right, ethics and Vedanta sustainability requirement"

38.0 **UK BRIBERY ACT:** The Contractor and his associate/representative shall not indulge in receiving or payment of bribe for the performance of obligations under this Contract. The Contractor shall abide by provisions of UK Bribery Act.

**39.0 Service Terms and Conditions - As per Annexure - E**

### **ANNEXURE - "A"**

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

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

S.No.	Description	Details
1.	Name of the Organisation	
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.	
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 Chittaurgarh : Branch address  Contact person Tel. No. Mobile No.	
3 (ii)	If you have branch at Udaipur : Branch Address  Contact person Tel. No. Mobile No.	

S.No.	Description	Details
4	Status-Company/ Partnership firm / Proprietorship etc. (attach document)	
4(i)	Date of Firmstart	
5	IBA Registration No. Issued on date : Valid till date : (attach certificate)	
6	Permanent Account no. (PAN no.)	
7	Service Tax registration no.	
8	Projected turnover 2016-17	
8(i)	Audited turnover 2015-16 (Attach Balance sheet)	
8(ii)	Audited turnover 2014-15 (Attach Balance Sheet)	
9	Types and No. of Equipment owned (Attach details in separate sheet)	
9(i)	Tonnage Handled in 2016-17	
10	Your dealing Bank(s)	
10(i)	Financial Status : attach Bank certificate	
11	Your Major Client(s) during the current year 2016 -17 with approx. turnover (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.	EMO Details (DD No., dt. and Bank name)	

### **ANNEXURE - "B"**

<b>S.NO.</b>	<b>VEHICLE CHECKLIST</b>
1	Vehicle floor and body should not have any holes and not damaged.
2	Tyres to be in good condition - Vehicles with Torn/damaged tyres will not be allowed
3	Vehicle should have both front & reverse horn
4	Front light, back light & reverse light to be in working condition.
5	Vehicle has 3 pieces mirror
6	Vehicles of model 4018 and 4923 should have THREE AXLES
7	Both paddle & hand brakes to be in working condition.
8	Driver 's seat should be stable & in good condition
9	Drivers's seat should have three point seat belt
10	Rear & side under run protection for wheels
11	Retro Reflective tape all around the vehicle
12	Dumpers should have heavy duty jack for lifting
13	Vehicle has silencer in ok condition.
14	Both front and rear indicators to be in working condition.
15	Pollution control certificate
16	Vehicle has clean front glass with both wipers in working condition
17	Vehicle should have ISI marked fire extenguisher of 1Kg
18	All valid RC/ Permit /Insurance should be with the vehicle
19	Vehicle should have good quality Tarpaulin
20	Driver should have valid driving licence and follows safe driving cardinal rules
21	Driver should have medical fitness certificate from Registered medical practitioner
22	Driver should have all mandatory PPEs.



## **ANNEXURE : C**

### **VEHICLE & DRIVING STANDARD**

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

#### **NO-GO Criteria For Vehicles -**

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

#### **NO-GO Criteria For Drivers -**

1. **Seat Belt** – Driver has to use Seat belt all the time whenever will be inside the vehicle.
2. **PPE** - Safety helmet, safety shoes, Goggle & reflective jackets (except hazardous goods carrying vehicles)

3. **Medical Fitness** - All Vehicle drivers must have a medical fitness certificate confirming the parameters stipulated by HZL. Please refer to the Annexure-1.
4. **Intake of Alcohol & Drugs** - Drivers will not be allowed to drive vehicle found taking drugs/Alcohol.
5. **Haz-Chem Training** - All Drivers carrying Hazardous chemicals and/or material possess a valid training certificate on Haz-Chem from state Government approved institute or agency (after completion of CMVR training driving licences will be issued by RTO). Driver should have **TREM** Card with them.

**ANNEXURE - "D"**

S. No.	Exceptions	Penalty
1	VDSS Failure (Non Adherence to No-Go criteria)	On 1st Default: Rs. 1 Lac, On 2nd Default: Rs. 2 Lac On 3rd Default: RS. 4 Lac + Black listing of vehicle & driver
2	Vehicle reported with expiry Docs (RC, Insurance etc.)	
3	Driver with expired DL or fake Driving license	
4	Vehicle/Driver involve in any fraud/misconduct	
5	Allow slip validation expiry	No prior intimation than 2 Lac
6	Delay reporting	
7	Seal Mismatch	
8	Seals Missing/Damaged	If no valid reason provided for same than 10 thousand for each case
9	Tarpaulin/Rope damaged	
11	Accidental cases (horse changed, trans-shipment etc)	No prior intimation for change than 2 Lac
10	Weight mismatch	Based on quality analysis total cost to be deducted
12	Material issues (mixing of stone, clay & other foreign material)	
13	Water mixed with material (Water Dripping)	
14	Material quality degradation	

ANNEXURE :E

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

**MEDICAL FITNESS CERTIFICATE FOR DRIVERS**

(To be filled by a registered medical practitioner)

- Name of the Applicant = \_\_\_\_\_
- Name of the Applicant's Father = \_\_\_\_\_
- Age of the Applicant in years = \_\_\_\_\_
- Sex: Male /Female
- Address :  
\_\_\_\_\_  
\_\_\_\_\_

- Is the applicant, to the best of your judgement, subject to Epilepsy, Vertigo, or any other ailment or likely to affect his efficiency: \_\_\_\_\_
- Does the applicant suffer from any Heart or Lung Disorder which might interfere with the performance of his duties as a Driver = \_\_\_\_\_
- B.P :Systolic          Diastolic \_\_\_\_\_ mm/ Hg  
CVS = \_\_\_\_\_
- Respiratory System = \_\_\_\_\_
- Is there any defect of Vision = \_\_\_\_\_
- (i) Visual Acuity for Both eyes:  
  
•• Visual acuity (with or without glasses/contact lense /IOU Implantable contact lense)

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 (-) 60 and Hypermetropia (+) 40 in each eye up to 35 years of age.
- (v) Corrected Myopia (including the cylinder) exceeding (-) 60 and Hypermetropia (+) 60 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)