

TENDER DOCUMENT FOR TRANSPORTATION OF COAL

TENDER DOCUMENT NO: HZL/COAL /16-19/01. Dt.09.02.2017

(To be quoted for all future correspondence)

**(Kindly return all the pages in original after signing all the pages intact and filling all annexures.
Please attach all the required documents.)**

Hindustan Zinc Limited (HZL) invites offers from experienced & financially sound Service Providers for

- Transportation of Coal by road from various Ports of West Coast (Navlakhi, Dahej, Tuna & Kandla) to Zavar, Dariba and Chanderia located in Rajasthan as per the details in the document appended.
- The service provider has to submit the same tender document in original in a sealed cover within 10 days of release of this enquiry document.
- Service Provider should submit the Offer AS PER TENDER ONLY.

Note: Please attach your company credentials/ last three years balance sheet/Similar job experiences/ copies of contract handled by your company and send it along with duly filled data sheets.

Last Date of Submission: 05.00 PM on 20 Feb 2016

INTRODUCTION

Vedanta Resources plc (“Vedanta”) is a LSE listed FTSE 100 Company with a market cap including that of its listed subsidiaries of about \$ 50 billion. We operate across the following core business sectors: Zinc- Lead-Silver, Copper, Aluminium, Iron Ore and Energy, with operation located in geographies spanning India, Australia, UAE, Zambia, South Africa, Namibia and Ireland. Over the past 5 years the group has displayed exemplary appetite for organic and inorganic growth-with an industry leading organic growth program of \$ 20 billion nearing completion.

Hindustan Zinc Limited (HZL) is a group company of Vedanta in Zinc and Lead business, having its integrated Smelting complex at Chanderia, Dariba and Debari with three captive power plants of ___ MW, ___ MW and ___ MW.

HZL is looking for

Transporters/Service Providers for transportation of 1 Million MT of coal per annum by road mode from Kandla, Dahej, Tuna and Navlakhi Ports to its various captive power plants located at Chanderia (Chittorgarh), Dariba (Rajsamand) and Zawar (Udaipur)

INSTRUCTIONS TO TENDERS

- All Pages of the Tender/Bid comprising of Commercial Bid and Information/Documents as specified in **Annexure II** should be signed and seal should be affixed.
- The Bid should be unconditional acceptance to the terms as contained in the general Terms and Conditions and Special Terms and Conditions.
- No over-writings or correction shall be accepted unless authenticated with signature.
- The Tender/ **Bid in sealed envelope** along with the Earnest Money Deposit of **Rs. 5.00 Lacs** (Rupees Five Lacs Only) should reach at HZL on or before **5:00 PM of 20th Feb 2016** .
- HZL will not be responsible and will not be in a position to entertain for any delays on account of postal delays, loss of documents, etc.
- All communication, correspondence in relation to Tender should be addressed to:

Head (Coal & Logistics)
HINDUSTAN ZINC LIMITED
Yashad Bhawan,
Udaipur – 313 001
Rajasthan
Mobile no. : 9001099849/7726000232
Website: www.hzlindia.com

1. Scope of Work

Transportation of Coal by road from Kandla, Dahej, Tuna and Navlakhi Ports to captive power plants located at Chanderia (Chittorgarh), Dariba (Rajsamand) and Zawar (Udaipur) using 34 MT (trailers) capacity dedicated

fleet. Quantity of transportation to be carried out is 0.85 Lakh MT of coal per month from Kandla, Dahej and Navlakhi Ports, however the exact quantity to be transported from respective Ports shall be communicated to the transporter time to time .

- a. It shall be complete responsibility of Service Provider to transport coal in quantity and quality loaded from ports, observing all necessary statutory compliances, to our power plants in Chanderia, Dariba and Zawar on our behalf.
- b. Coal transportation plan shall be as per the plan given by HZL with a notice of 7 days in advance of transportation of coal.
- c. It shall be the responsibility of the service provider to place the trucks at port for loading, coordinate with all related agencies for loading & subsequently transport coal from port to our plant as per requirement given by HZL.
- d. The service provider will keep us informed about the day to day development in respect of movement status of trucks, activities at port.
- e. The service provider has to ensure to place and load road worthy trucks and ensure no loss of the material en-route. Covering on the trucks with tarpaulin shall be responsibility of the transporters.
- f. The service provider shall incorporate the following measures to ensure quantity/quality of the material
 - a. Installation of GPS/RFID systems to ensure enroute tracking of trucks.
 - b. Sealing of all the loaded trucks.
 - c. Drivers should not be changed enroute without prior intimation to HZL
 - d. Service providers to make necessary arrangements en-route (Installation of KIOSKS etc) to ensure no pilferage/theft/exchange of material.
- h. In case there is any breakdown of the vehicle during transit, the contractor has to inform 'HZL' immediately & put best efforts to get it repaired at the earliest possible time. If it is observed that vehicle may take more than 48 Hrs time, he should make best efforts to deliver to 'HZL' by transferring the material in other vehicle. The transporter has to make best efforts to ensure no loss of quality & quantity during this activity with written information to HZL.

2. Obligation Of Service Provider In The Below Mention Cases

- a. Delayed Reporting/Broken Seals/GPS Tampering/Poor condition of vehicle: Service providers to ensure that no truck comes with any of the exceptions as per above mentioned cases while transporting coal. In case the trucks happen to fall in any of the exception conditions as mentioned above, the truck shall be abandoned and sent for inspection of quantity and quality. During inspection, if it has found that the material lying on trucks are in suitable condition then HZL may allow for gate entry with the proper justification and along with the affidavit paper provided by you. In case quality is poor, suitable penalty will be imposed on service provider based on physical verification or special sampling by HZL.
- b. Shortages/Excess: The coal Truck showing Excess/ Shortage (from allowable limit mentioned in the tender) of the gross truck load compared to gross weight as per port weighment slip, shall be denied for unloading. In this case after investigation from your side, considering weather condition like rainy season etc. and physical verification of quality by HZL only the truck will be allowed for weighment.
- c. Transshipment Case: The trucks coming from Ports to our plant HZL should report directly at our plant without any transshipment. In case of any major break down/accident and it is unavoidable to shift the material then prior information to be given to HZL in writing/ e-mail and take consent for same over mail. Any truck reporting after transshipment without prior information detention of vehicle or suitable penalty or both shall be imposed as decided by HZL. The Service Provider has to make best efforts to ensure no loss of quantity, quality and complete adherence to environmental pollution norms of state and central government authorities during this activity.
- d. The age of vehicle provided for this work should preferably less than 5 (Five) years, however the average age of the complete fleet shall not be more than 3(three) years. The service provider shall ensure that all the drivers should have valid driving license for heavy vehicle. No trucks shall be allowed if driver is not having valid driving license. Complete statutory documentation of the complete fleet shall be submitted in advance to HZL along with the details of drivers.
- e. The service provider should submit fitness certificate for all the trucks loaded from ports for our plant. Coal being vital input, ensuring uninterrupted supplies as per our quantity and quality requirements is the essence of the services to be rendered by you. The major points specifically to be compiled are :
- f. You shall deal with the concerned Port authorities and Stevedoring Agents at the specific Port for timely commencement of coal supplies.
 - a. Arrangement of sufficient number of trucks and manpower (for supervision) to ensure regular and smooth dispatches of coal supplies from the Port on daily basis as per our requirement.
 - b. You shall supervise the loading and ensure proper quantity is being loaded.

- c. You shall ensure timely dispatch of trucks by arranging the required manpower immediately after loading.
- d. You shall collect the invoices, road permit and other documents from the Stevedoring Agent.
- e. Apart from the services indicated above, any other services, if required shall be provided by you to ensure that the desired quality and quantity of Coal reaches to our Plant.
- f. It would be your responsibility to ensure that complete coal quantity, as agreed in the contract, is lifted.
- g. In case of short lifting, penalty will be imposed in accordance with the terms of the contract.

3. Quantity to be handled:

The quantity to be transported through the year is 1 Million MT from Kandla, Dahej, Tuna and Navlakhi Ports to Chanderia (Chittorgarh), Dariba (Rajsamand) and Zawar (Udaipur). The quantities stated are indicative and may change based on arrival of Vessels at Port.

4. Payment terms

- a. Payment shall be released within 15 days from the date of submission of correct bills at the receiving Plants.
- b. Payment invoices shall be submitted fortnightly based on the quantity completed for 15 days.
- c. Payment of exception trucks in case of seals broken, GPS tampering, poor condition of vehicle or delayed reporting shall be released based on quality (GCV) and quantity (DMT) reconciliation of the coal received at the Plants. For other vehicles payment will be released on actual receipt at plant on WMT basis
- d. The payment shall be released only after verification of all the concerned documents. Bills submitted with incomplete details / inadequate documents will be rejected.
- e. Payment shall be process as per under:
 - a. Party has to submit the bills on the lifted quantity only as per actual.
 - b. HZL has to consider the GRN quantity for binding of payment.
 - c. HZL shall deduct the total coal value for the shortage in between the GRN quantity & Lifted quantity
- g. Indemnify HZL for any loss caused to HZL due to the coal trucks operators at the time of unloading in the Plant or customer end and / or during transit (Inside plant premises) the service provider shall indemnify and keep indemnified HZL against any such loss or damage and shall pay to HZL such amount as HZL may be called upon by law or circumstances to pay. The Service provider shall remain at all times, liable and responsible to HZL for any loss or damage caused to any building, plant and machinery or the property etc. of HZL by any carelessness, negligence, inexperience or willful fault of the service provider or his agent or by his employee of which HZL alone shall be the sole judge. HZL shall be at the

liberty to recover appropriate cost from transporter on account of loss or damage inside plant premises.

5. Coal Quality

For trucks in exception in case of seals broken, GPS tampering, poor condition of vehicle, delayed reporting, variation up to 1% will be allowed on GCV basis and any variation above 1% will be recovered on basis of actual value of the coal.

Control over coal quality during transit to be ensured through appointing surveillance agency, sealing system (wherever required) and ensuring strict control over the transit times and truck movement/stoppages through GPS.

6. Penalty Clauses:

a. Quality (if truck seals broken/ GPS tampered / poor condition of vehicle / delayed reporting)

In case of GCV variation beyond 1%, the recovery shall be made based on actual coal value for the variations beyond 1%.

Penalty equivalent to coal value shall be deducted on the differential quantity and quality for the individual truck.

b. Quantity (if truck seals broken/ GPS tampered / poor condition of vehicle / delayed reporting):

A tolerance of 0.5% against quantity difference shall be allowed against quantity variation on NMT basis for exception trucks as the case mentioned in clause 6.a. Any variation beyond 0.5% in quantity received shall be recovered on actual coal value.

The approach of this transportation contract is to identify and associate large fleet providers/transporters as a long term logistic partner on a sustainable business basis creating value in terms of lower Rs/MT/KM transportation freights.

7. Force Majeure Clause:

If any time during the continuance of this contract the performance in whole or in any part by either party or any obligation under contract shall be prevented or delayed for any reason government/ statutory authority decision, war, hostility, act of public enemy, civil commotion, sabotage, fire, lightening, flood, explosion, epidemic, quarantine restrictions, major plant failure, labor unrest, lockouts, strikes, global economic breakdown, global financial meltdown or any other reason beyond the reasonable control of party concerned the notice shall be served of such eventuality by the affected party to the other within fifteen days of the occurrence and the period of this contract is delayed by the reason of any such eventuality for a period exceeding one month the parties shall meet and review in good faith the desirability and conditions of terminating this contract, however both the parties shall restore the other party with any benefit accrued to them

under this contract.

8. Price Escalation:

The transportation rate is based on the prevailing HSD price on the date of submission. In case of change in HSD by 1% or pro-rata, the road transportation freight rate will change by 0.3% on pro-rata. Revision in transportation charges due to change in HSD price shall be applicable immediately from the date of Change. The HSD price prevailing at the nearest retailer pump from HZL shall be taken as reference for calculation. **(Please quote prevailing rate of HSD in your quotation.)**

9. Tenure of the contract:

Contract duration is for 3 (Three) years and extendable to 5 (Five) years based upon the satisfactory contract performance. HZL shall review the performance of the contract at the end of three years and on mutual agreement the duration could be extended to 5 years.

10. Other Terms & Conditions:

A. Penalty on account of transit weight loss for trucks in exception:

Exception vehicles are declared when GPS is tampered, Seals are broken, Delayed reporting and Poor condition of vehicle

Shortage (WMT)	Quantity Penalty for trucks in exception
0% to 0.5 %	No Penalty
>0.5%	Recovery of coal value for the quantity shortfall above 0.5%

- a. You may depute your representative for witnessing the actual quality received wherein your person should come within two hours of trucks reporting at our plant for joint determination of quality.
- b. In case your representative is not reporting for joint witnessing for ascertaining the receipt quality, then it would be deemed that the Quality whatever decided an analyzed by HZL is acceptable to you for payment purposes.

B. Penalty on account of excess moisture content for trucks in exception:

- a. Guaranteed Moisture would be the moisture declared at port for while vessel discharging
- b. Actual weight at HZL receipt end is calculated as follows:

For exception trucks, the shortage in terms of NMT (Normalised Metric Ton) will be calculated as per the calculation mentioned below::

$$\text{Normalized receipt quantity} = \frac{[(\text{Actual receipt weight at HZL end}) * (100 - \text{TM at receipt end})]}{[100 - \text{Guaranteed TM}]}$$

C. Penalty on account of shortages in materialization of Quantity:

- a. In case of failure to lift contracted quantity, penalty @ Rs.100 per mt will be levied on the short lifted quantity. The quantity shall be worked out on month average basis.

D. Penalty on account of shortages in Quality for exception trucks (Seals and GPS tampered / Poor condition of vehicle / Delayed reporting:

Formula for Calculating GCV (ARB) Penalty:

$$X = [(I / \text{GCV(ARB) declared at port}) * \text{GCV(ARB) Received}] - I$$

Where, I = Invoice value of coal

Then, Penalty = 100% of X/MT

Quality analysis at HZL end shall be final for all penalty calculation purpose, however transporter's representative can witness the sampling and analysis process. GCV report shall be sent as per request of the transporter

Penalties as calculated in clause 10 A, B & D will be levied for whichever is higher out of the three.

- E. Bank Guarantee:** 10% of the Annual Contract Value to be submitted on successful bidding and award of contract.
- F.** Payment will be made within 15 days of submission and acceptance of bills.
- G.** In case of lapse of quantity, a value equivalent to lost coal value on account of EMD (for lapsed quantity) would be recovered from the bills/ABG of transporter.
- H.** Unloading the coal through road at CPPs is in HZL's scope.
- I.** Transportation payment will be made on the received quantity including quantity reconciliation on NMT basis between HZL receipt quantity and port dispatched quantity for trucks in exception.
- J.** Validity of the Rates: Till contract period.
- K.** For delivery of coal through road truck wise invoice should be submitted for each & every truck.
- L.** For transportation through road coal in truck should be covered by tarpaulin & sealed. Trucks should not be overloaded.
- M.** Material should reach plant within 48 Hours after lifting date from Port.
- N.** If coal is not delivered to the plant within 48 hrs from the date of dispatch from Port because of failure on the transporter's part then a delay penalty of @ Rs.1000/- per vehicle per day will be imposed and

recovered from freight bills of the transporter.

- O. In the event of default/breach in respect to the terms of the contract by the transporter, HZL will have full right to appoint another transporter to complete the remaining work and differential cost will be recovered from the defaulting transporter.

GENERAL TERMS AND CONDITIONS

The quantity mentioned here is indicative only and shall not be binding on the HZL. **HZL reserves its right to amend, modify the quantities and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion before awarding/ execution of the Formal Agreement.**

EMD shall be submitted once the offer is accepted for discussion by HZL and intimated to the bidder.

1. **RESPONSIBILITY / OBLIGATIONS OF "CARRIER"**

- 1.1 The "CARRIER" will not use the name of "HZL" in any manner either for credit arrangement or otherwise and it is agreed that "HZL" is in no way responsible for the debts of the "CARRIER" and / or its employees.
- 1.2 If at any time during the contract, the "CARRIER" fails to transport the goods as provided herein above or to perform the various other obligations specified in the contract, "HZL" in its discretion and without prejudice to other rights and remedies, may obtain services from other CARRIERS to perform the obligations and transport the goods at risk and cost of the "CARRIER". The "CARRIER" undertakes to reimburse to "HZL" all additional expenses incurred by "HZL" in this connection
- 1.3 The "CARRIER" shall not have exclusive right to operate tippers for "HZL" and HZL will be at liberty to appoint one or more additional "CARRIER" either to run concurrently with the "CARRIER" or separately.
- 1.4 The "CARRIER" will arrange to bring into use Lorry receipts with printed serial No. The reverse of the Lorry receipts shall be provided the format of acknowledgement for the receipt of the consignment.
- 1.5 The "CARRIER" will furnish lorry receipts and other documents as per "HZL's requirement. "CARRIER" shall give only clean and unconditional lorry receipt and remarks like *said to contain or at Owner's risk*" will neither be Valid nor accepted. Even if lorry receipts containing such remarks are issued, the terms and conditions of "HZL" will prevail.
- 1.6 The CARRIER shall ensure that the weight and volume of goods loaded for consignment in the

vehicle is within RLW permissible limits prescribed in the RTO registration book. The CARRIER shall solely be responsible and completely indemnifies HZL against any penalty, legal actions, loss and damage, if any, suffered by HZL on account of violation and / or breach of weight and volume limits prescribed in the RTO registration book. HZL shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying goods in violation of the RLW permissible limits. It is unambiguously agreed upon that the CARRIER shall be solely responsible to ensure that the goods loaded in the tippers are not in violation and / or breach of weight and volume limits prescribed in the RTO registration book.

- 1.7 The tippers provided are in perfect roadworthy condition and maintain all features necessary for smooth and safe transportation of products as per specifications to their respective destinations. The CARRIER shall be held accountable for any theft, pilferage, adulteration, malpractice or damage to the consignment en-route.
- 1.8 The CARRIER will not offer suspended or blacklisted tippers.
- 1.9 The tippers provided are equipped with all the Valid and subsisting permits and licenses from respective transport authorities required for authorized road movement. The road and other tax certificates for the vehicle and driving license of the driver are kept Valid during the period of the contract.
- 1.10 The "CARRIER" will have a comprehensive insurance policy from an established insurance agency for each vehicle and keep such policy in force at all times to cover all risks of whatever nature inclusive of any damage caused by the payloaders & tippers to "HZL's" property. The "CARRIER" will produce for the perusal of "HZL" the original Insurance policy and proof of payment of all insurance premium and charges in respect thereof as and when demanded by "HZL".
- 1.11 The "CARRIER" shall ensure that its employees, while on the premises of "HZL" or while carrying out their obligations under this agreement observe the general discipline laid down by "HZL".
- 1.12 The "CARRIER" agrees to abide by the Motor Vehicles Act, Payment of Wages Act and other regulations in force in the area where he is plying the trucks.
- 1.13 The "CARRIER" shall observe and implement all the laws of the land and the rules framed there under which are beneficial to the staff employed by him and that "HZL" shall in no event be liable or responsible for any default that will arise out of non - observance of such laws, rules on the part of the "CARRIER" and the CARRIER shall indemnify and keep indemnified "HZL" against the same from all proceedings in respect thereof.
- 1.14 The "CARRIER" shall comply with all the statutory requirements as stipulated in various acts and laws regarding casual / contract labor deployed by him for various activities connected with the contract. The "CARRIER" shall be fully responsible for the conduct or his crews at

loading and unloading premises.

- 1.15 The "CARRIER" shall be solely responsible for non-compliance with any statutory requirements. It is specifically understood that the "HZL" shall not have any privity with labor deployed by the "CARRIER". The "CARRIER" shall satisfy himself about past conduct of labor deployed by him.
- 1.16 The "CARRIER" shall be liable for all payments to his staff employed for the performance of carrying out of the said work and in respect of all claims and liabilities of the "CARRIER's" business and "HZL" shall in no event be liable or responsible for any payment and the "CARRIER" shall keep "HZL" indemnified against the same and from all proceedings in respect thereof.
- 1.17 The employees of the "CARRIER" shall never be deemed to be the employees of "HZL".

2. LIABILITY OF "CARRIER"

- 2.1 The "CARRIER" shall accept the goods at its own risk and shall accept full responsibility for the losses arising out of damage of the goods and shall also accept the full responsibility for non-delivery or short delivery of the goods due to theft, pilferage, accident, fire or any acts of God.
- 2.2 "HZL" will also be entitled to compute the amount of loss suffered by it and entitled to be reimbursed from the "CARRIER" under these provisions and the decision and determination by "HZL" or its authorized representatives as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the "CARRIER" and shall not be questioned in any court of law, or arbitration or otherwise and the "CARRIER" do thereby irrevocably authorize "HZL" to set off and adjust such loss or damage against the pending payments to the "CARRIER" and in the event of shortfall therein, the "CARRIER" shall immediately upon a certificate issued by "HZL" pay the same to "HZL" without any demur or objection.
- 2.3 The "CARRIER" shall be liable for any loss or damage to "HZL" employees, the "CARRIER's" employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said payloaders & tippers at the time of loading, unloading and / or during transit and the "CARRIER" shall indemnify and keep in indemnified "HZL" against any such loss or damage and shall pay to "HZL" such amount as "HZL" may be called upon by law to pay. The "CARRIER" shall remain at all times, liable and responsible to "HZL" for any loss or damage caused to any building, plant and machinery or the property of "HZL" by any carelessness, negligence, inexperience or willful fault of the "CARRIER" or his agent or by his employee of which "HZL" alone shall be the sole judge. "HZL" shall be at the liberty to debit any cost of repair to loss or damage to the account of "CARRIER".
- 2.4 The "CARRIER" will make good to "HZL" any loss arising from:
 - 2.4.1 The confiscation by government or local authorities of any quantities of the said products

delivered to the “CARRIER” for transportation.

- 2.4.2 Loading, unloading or in transit for reasons other than the natural calamities such earthquake, cyclone, floods and lightning, riots or civil commotion and or accidents.

3. Schedule of Rates:

The CARRIER shall be paid for the services rendered as per the rates agreed in the Contract or any amendment thereof. The rates as provided will apply for Transportation of Coal from Port to HZL Plants is inclusive of all en-route expenses, toll tax, insurance premium, labor charges of any kind and handling charges etc. and the CARRIER shall not be paid any additional amount on this account. The CARRIER shall bear and pay the entire operational cost of the vehicles, which will include and be deemed always to include but not limited to, the following:

- a) Provision for the crew, labors and operation staff and also necessary relievers including their salary and other emoluments.
- b) Cost of fuel and lubricating oil necessary.
- c) Maintenance and repairs of the vehicles
- d) Road tax, route permit fee, vehicle tax, other taxes and toll charges
- e) Insurance of vehicle.
- f) All other charges not specified herein relating to the operations and / or maintenance of the said vehicle and / or other items incidental thereto and / or connected therewith.
- g) All idling charges, loss by delay in transport, transit, road stoppage, delay in time consumed in unloading or loading of products or otherwise howsoever on account of operations hereunder due to reasons attributable to the CARRIER.

No escalation in freight rates or other charges will be granted on whatsoever ground. However escalation/ de-escalation in rates will be applicable with change in Diesel prices which is 0.3% with every 1% increase/decrease in Diesel prices.

4. Delivery

The “CARRIER” is totally responsible for delivering the correct quality and quantity of the product as per invoice to the correct consignee at the destination specified.

Acknowledgement of the consignment received by the consignee (as mentioned in invoice) should be obtained on the Lorry Receipt. This should include the signature and rubber stamp of the consignee, name & designation of the person signing for consignee, receipt quantity, date of receipt, shortages, damages, etc.

5. Authorized Representative of CARRIER:

The CARRIER shall designate one or more representatives authorized to act on its behalf.

The CARRIER shall also attest the specimen signatures and photographs of the person authorized in

this behalf.

The representatives so authorized shall coordinate with CARRIERs office or the persons executing the assignment and generally remain in touch with the HZL to obtain instructions about the progress of work and also to supervise the crew inside the plant and ports wherever the work is executed.

6. Ownership of Product:

Ownership of the products and lien over product will always be with HZL during the execution of the contract. CARRIER shall be only custodian of the products handed over to him for providing services as per the scope of contract.

7. Documentation:

The CARRIER shall ensure that all necessary transit documents are carried by his representatives/crew. In case of incomplete transit documents the same shall be brought to the notice of HZL immediately.

The CARRIER shall ensure that prior to the Vehicle leaving the Port, all requisite documents required to be carried in the Vehicle including Consignment Note, Transit Pass arranged by HZL, declaration forms under sales tax/entry tax/ Octroi /excise & customs laws are with driver / CARRIER's representative over his acknowledgement who shall ensure the safe delivery of the same to the consignee and any loss/ penalty imposed due to loss or not carrying these documents shall be borne by the CARRIER. On CARRIER's failure to hand over these documents to the Consignee, HZL shall levy a penalty to the extent of actual loss of any statutory benefit or any other genuine financial loss to the Consignee with necessary supporting.

8. Responsibilities:

The CARRIER shall ensure that the vehicles provided meet the standards specified by HZL.

The CARRIER shall ensure that the rate of lifting / rate of movement is met as per the targets specified by HZL from time to time as per mutual agreement.

The CARRIER shall at all times be liable and responsible to HZL for any loss or damage caused to public property or any building plant and machinery or property of HZL, Consignee, Consignor by any carelessness, negligence, inexperience or willful fault of the CARRIER or his agent or by the CARRIERs employee or representative. HZL shall be entitled to debit any amount incurred towards the repair or loss or damage so caused, to the account of the CARRIER. However, such debits shall be levied only after proof of alleged losses or damages sustained by CARRIER beyond reasonable doubt.

The CARRIER shall make good any loss arising due to the confiscation of the Products by any Government or local authorities of any quantities of the products during or prior to the course of transportation due to CARRIERs default.

9. Malpractice / Damage / Contamination:

CARRIER shall ensure that the Products do not get contaminated due to any cause whatsoever.

The CARRIER will ensure that any act or omission on his part or his crew does not damage the products entrusted to him by HZL in terms of the contract. If the products get damaged it will be disposed off at HZLs discretion. The difference between the cost of the product entrusted to the CARRIER and the cost of the product along with other incidental expenses will be recovered from the CARRIER.

In case of any rejection of material by HZL on account of suspected damage or contamination while material is in possession of CARRIER, HZL would recover entire cost of the material from the CARRIER. In the event of this happening twice during the year of the contract, HZL has the option of suspending and blacklisting the crew / Vehicle / CARRIER along with recovering double of entire cost of material.

The provisions hereinabove will apply mutatis mutandis to cases of contamination of the product for the purposes of suspension of vehicles or termination of the contract.

If a vehicle provided by the CARRIER is involved in any malpractice HZL shall seize the vehicle forthwith and conduct an investigation into the malpractice/s. If upon such investigation HZL in its sole discretion concludes that the crew of any vehicle is

involved in malpractice or complicity of the CARRIER in the malpractice, the Contract shall stand terminated and security deposit shall be forfeited with recourse to legal action as provided under the contract

10. Non Delivery / Wrongful detention Of Consignment:

The consignment in the possession of the CARRIER for transportation executed in terms of the Contract shall be held in trust by the CARRIER and the same shall be delivered to HZL or its consignee promptly and in good condition. The CARRIER shall be responsible for the loss to HZL due to non-delivery or non-execution and shall make good such quantified loss within such time as prescribed by HZL in this regard.

In case of failure of CARRIER in making good such losses within time prescribed by HZL, HZL shall have all the rights to recover the losses from the amount payable to CARRIER or adjust through Security Deposit.

11. Vehicle Detention Charges:

No claim for detention charges of any nature shall be entertained by HZL under any circumstances and for any reason whatsoever for detention of vehicles at any point during transit or execution of the service.

12. Inspection of Consignments:

HZL reserves the right to inspect the consignment at any time or place after the same is handed over to the CARRIER for execution after giving reasonable notice and the CARRIER shall make necessary arrangements for inspection as and when called upon in this regard by HZL. The CARRIER in such

cases shall not be paid any charges in any form for the Contract so made.

The cost for inspection agency appointed by HZL shall be born by HZL.

13. Failure to Execute Jobs Assigned:

Under no circumstances shall the CARRIER discontinue work under the Contract. In the event, the CARRIER fails to execute its obligations within a reasonable period or refuses to execute or arrange to execute such obligations for any reason whatsoever, HZL reserves the right to entrust the services partly or fully to any other service provider/s at the risk and cost of the CARRIER besides recovery of all losses on the Contract through the security deposit by the CARRIER.

14. Indemnity:

CARRIER hereby agrees to indemnify HZL, its offices and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against HZL by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which HZL may now nor hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the CARRIER of any of the terms and conditions of the Contract.

Without prejudice to HZLs other rights, HZL will be entitled to deduct from any dues payable to the CARRIER, the amount payable by HZL as a consequence of any claims, demands, costs charges and expenses as a result of the performance or non-performance or observance or non-observance by the CARRIER of any of the terms and conditions of the Contract.

HZL shall not be responsible for death, injury or accident to the CARRIERS or its associates employees or any other third party, which arise out of or in the course of their duties. HZL shall not be liable for any theft, loss, damage or destruction of any property of the CARRIER or his employees lying in HZL's premises for any cause whatsoever.

15. Octroi / Entry Tax:

The CARRIER will undertake to observe all the formalities relating to Octroi / Entry Tax at the check posts. The CARRIER shall be solely responsible for the loss / damage to the consignment in absence of the same. Any Entry tax/ Octroi if applicable shall be paid by HZL directly to the statutory authorities.

16. Safety and Responsibilities of Employees of Logistics Service Provider:

The CARRIER shall be responsible and liable for payment of salaries, wages and other lawful dues of its employees for the purpose of rendering the services required by HZL under the Contract. The CARRIER shall maintain proper books of accounts, records and documents and comply with all statutory rules and regulations applicable to the CARRIER for the fulfillment of the terms of the

Contract.

The CARRIERs employees shall always be under its direct control or supervision of CARRIER and the CARRIER shall be free to transfer its staff in accordance with its need provided that the CARRIER ensure the fulfillment of its obligations under the Contract.

The CARRIER shall, as the employer, have the exclusive right to terminate the services of any of its staff employed to fulfill CARRIERs obligations under the Contract and to substitute person instead.

The CARRIER shall comply, in all respect, with the provisions of all statutes, Rules and Regulations applicable to the CARRIER and/or to the CARRIERs employees, including but not limited to Minimum Wages Act, ESI Act, PF Act and Bonus Act and in particular the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules made there under. The CARRIER further assures that there is no inquiry/investigation pending by the Police against the CARRIER or its employees. HZL shall not be responsible for all aforesaid compliances at any time during the currency of the Contract or on expiry or termination of the same

17. Relationship with Employee of Vedanta/HZL

The CARRIER shall not avail the services of any of the employees of HZL, directly or indirectly or enter into any monetary transaction with the employees of HZL at any time either pursuant to the Contract or otherwise and after expiry or sooner termination thereof. Favours such as bribes, commission, gifts or advantage given, promised or offered by or on behalf of CARRIER or its partners, agents or servants to any of the employees of HZL or their agent or relatives in return of favours or agreeing to do such favours or disfavours to any other person entity or such other third party in relation to the Contract shall result in the termination of the Contract in addition to initiation of such civil or criminal proceedings at the sole discretion of HZL and HZL reserves the rights to recover any loss or damage resulting from such termination from the CARRIER to the extent of the Value of loss involved along with interest.

18. Environment Protection:

The CARRIER shall ensure that ignitable, reactive, or non-compatible goods are not transported along with HZLs goods.

The CARRIER shall ensure that the Products are transported in conformity with the environmental standards.

The CARRIER shall be solely responsible for damage caused to the surrounding/environment during transit.

The CARRIER shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.

HZL shall not be deemed to be responsible in any manner whatsoever for any legal action taken against the CARRIER for any environmental or other hazard during transit by any authority or court of competent jurisdiction. In the event of such action against HZL, the CARRIER shall reimburse all such costs and expenses incurred in this regard.

19. Consignment Note and Acknowledgement of Material Receipt:

The terms and conditions normally printed overleaf in the consignment notes or any other document of the CARRIER shall not be applicable to HZL to the extent that it is repugnant or otherwise inconsistent or contrary to the terms and conditions of the Contract.

At the time of taking delivery of the Products, the CARRIER shall cross verify the quantity of material loaded/unloaded and ensure that the materials are in good condition.

The signing of HZL's documents by the CARRIERS authorised representative shall serve as sufficient acknowledgement of the quantity and condition of Products received on behalf of the CARRIER.

The cost of shortage @ landed cost of material to HZL at railway siding in case of quantity shortage as determined as per weight clause of this contract shall be debited to the CARRIERS account for shortfall in the quantity.

20. Transit Loss And Accidents:

HZL shall recover from the CARRIER, the full value of the shortage quantity of Products caused inter alia, due to any damage, pilferage and theft in transit or non- delivery etc.

The CARRIER shall be liable for loss of any documents and in the event of loss, driver shall file FIR at the police station closest to where such loss had occurred and give a copy of the FIR to the consignee / HZL and also execute and give affidavit to the HZL.

In case any vehicle does not reach its destination within 10 days of its expected time of arrival at HZL at the consignees place, unless otherwise intimated by CARRIER to HZL, it will be deemed to have been lost / stolen and full value of the Consignment shall immediately be recovered from the CARRIER.

However in case the CARRIER delivers the material such detained after 10 days, the recovered cost of material shall be refunded to the contractor after recovering the penalty as stipulated in transit time clause.

In the event of an accident, robbery, theft, pilferage, vehicle having been lost or stolen, or vehicle meeting any untoward incident, the CARRIER shall ensure that all necessary actions required under the law are taken, which shall include filing of FIR at the police station closest to where such loss, accident, robbery, theft, pilferage had occurred and give a copy of the FIR to the consignee as well as to HZL.

The CARRIER shall at his cost and liability undertake to salvage Products in the event of an accident, robbery, theft, pilferage, or Force Majeure conditions and also ensure proper delivery of the same to the consignee, including making arrangement for transshipment if required, at the earliest.

All losses and costs incurred by the CARRIER arising out of an event under above clauses shall be the sole liability of the CARRIER.

21. Safety of Materials:

On written acknowledgement of condition of the product loaded by the CARRIER or his authorised representative, it shall be deemed that the CARRIER has collected the acknowledged quantity in sound condition.

The CARRIER shall take necessary precautions to protect the goods in its custody from loss or deterioration.

The CARRIER shall be responsible for providing safety equipment for loading and unloading of goods and to safeguard the goods in transit or during handling or any other accessories required for safe transportation/service.

The CARRIER shall be responsible for all loss, destruction or deterioration of or to the materials from any cause whatsoever while in transit or during handling. HZL shall not be deemed to be responsible for such protective equipment at any point of time.

22. Notices: All notices under the Contract shall be in writing and shall be served, either by hand or by sending the same by registered post or through courier addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

23. Mutual Assurances:

Each of the parties hereby covenants to use its best efforts to take or cause to be taken, all action and do or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective as soon as reasonable practicable, the transactions herein contemplated. Each party shall co-operate with others, as reasonably requested, to assist such parties in complying with the request of clients and requirements of governmental and regulating authorities.

24. Amendment:

No change, amendment or modification of the Contract shall be Valid or binding upon the parties hereto unless such change, amendment or modification shall be in writing and duly executed by both the parties hereto

25. Assignment:

CARRIER shall not be entitled to assign, subrogate, sublet, directly or indirectly or part with the rights and obligations under the Contract without the prior written consent of HZL.

HZL shall have the absolute right to assign to any person the whole or part of its rights and obligations under the Contract under intimation to the CARRIER subject to the clause stated above.

26. Termination And Suspension:

(26.1) Termination-

In the event the progress of the work is found to be below acceptable standards and you are not able to improve inspite our repeated notice, we shall have right to terminate the order merely by giving a minimum notice of seven (7) days or curtail the scope and shall get the work completed at your risk & cost.

(26.2) Suspension-

The owner may suspend the work in whole or in part at any time by giving you notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, you shall stop all such work, which we have directed to be suspended with immediate effect. You shall continue to perform other work in terms of this loa, which we have not suspended, you shall resume the suspended work as expeditiously as possible after receipt of such withdrawl of suspension notice.

During suspension, you shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labour caused by such suspension.

27. RIGHT TO REJECT:

HZL reserves the right to reject the use of the vehicle of the CARRIER under the following circumstances

- i. If the vehicle reaches the designated place after the stipulated time.
- ii. If the vehicle or human resources are found unfit in any manner whatsoever for the purposes of the assignment.
- iii. Any other reason directly or indirectly attributable to failure in execution of the assignment.

The CARRIER shall not be entitled to any compensation whatsoever in such circumstances.

28. Force Majeure:

Neither party shall be liable for any delay, interruption or failure in the performance of obligations hereunder, if such delay, interruption or failure is due to or results from war (whether declared or undeclared), revolution, insurrection, military mobilization, civil commotion, riot, Act of God, and embargoes. Both parties agree to endeavour to minimise the effect of Force Majeure conditions to

whatever extent they can & mutually agree on alternative courses of action either in anticipation of or after force majeure conditions after the normalcy is restored.

The party whose performance is so prevented or delayed shall promptly give notice to the other party with, if possible, supporting evidence and shall take reasonable steps to make good and resume its performance with least possible delay, provided however that, events or occurrences which could be foreseen/ anticipated and/ or avoided by exercise of due diligence and normal commercial prudence shall not be considered as Force Majeure conditions, even if falling under any of the conditions above.

29. Waiver:

The failure of either Party, at any time during the Term hereof, to require performance by the other Party of any provision of the Contract shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of the Contract does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

30. Survival:

All obligations incurred prior to and which by their nature would continue beyond cancellation termination or expiration of this Contract shall survive such cancellation, termination or expiration.

31. Secrecy & Confidentiality:

The contents of Contract should be kept confidential and not to disclose to any third party.

From time to time during the performance of the Contract, the parties may deem it necessary to provide each other with confidential information. The parties agree:

To maintain the confidentiality of such information and not to disclose the same to any third party, except as authorized by the original disclosing party in writing and except if required by law.

To restrict disclosure of such information to employees who have a “need to know”. Such Confidential Information shall be handled with the same degree of care, which the receiving party applied to its own confidential information but in no event less than reasonable care.

That such information is and shall at all times remain the property of the disclosing party.

However, parties are hereby allowed to disclose all or any information to any regulatory authority or statutory/ legal/ judicial/ quasi judicial/ administrative body whenever required. Even if required by law such disclosure shall be made only with the prior intimation in writing of such disclosure to another party.

Besides, information that are already public or is known to the outside world will not be considered confidential for this purpose.

32. CARRIERS obligations on PR/ Liaisoning:

The CARRIER acknowledges that upon being awarded the Contract, they are integral business

partners of Vedanta and not merely a service provider, Contractor or a Supplier. As part of Corporate Social Responsibility, the CARRIER shall undertake suo moto the required PR and CSR initiatives, which shall include, amongst others, the following:

Maintaining cordial relationship with opinion makers at local and state level.

Proactive efforts for ensuring on-time clearances/ approvals/ consents from relevant authorities applicable under this Contract.

Undertaking visible CSR initiatives in form of improving existing public amenities such as roads, school buildings, drinking water system, religious places etc. The extent of commitment in this regard shall be commensurate with the stature of the Contractor and the Value of order being executed as directed by HZL from time to time.

To contribute to the well-being of the local community at large.

33. Arbitration:

The Parties hereto shall endeavour to settle all disputes and differences relating to and/or arising out of the Contract amicably.

In the event of the Parties failing to resolve any dispute amicably the same shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act 1996, as is prevalent in India. Each Party shall be entitled to nominate an Arbitrator and the two Arbitrators so nominated shall jointly nominate a third presiding Arbitrator. The Arbitrators shall give a reasoned award.

The place of arbitration shall be Udaipur and the language of the arbitration shall be English.

The Parties further agree that any arbitration award shall be final and binding upon the Parties.

34. Governing Law:

This Contract shall be construed in accordance with and governed by the laws of India and in the event of any litigation the courts in Orissa shall have exclusive jurisdiction.

This Work Order is being issued in duplicate. You are requested to send the duplicate copy duly signed as token of acceptance of the terms and conditions.

35. JURISDICTION

The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent courts in Udaipur, Rajasthan, India only with regard to any question or matter arising out of this Agreement and any other document that may be executed by the parties hereto or any of them in pursuance hereof or arising herefrom.

ANNEXURE-I

PRICE BID

(To be submitted in a separate sealed envelope)

COAL MOVEMENT (PORT TO HZL PLANTS)			
From	To	KM	Freight in Rs/Mt
Navlakhi	DSC	574	
Navlakhi	ZM	480	
Navlakhi	CSC	661	
Dahej	DSC	533	
Dahej	ZM	440	
Dahej	CSC	586	
Kandla	DSC	630	
Kandla	ZM	534	
Kandla	CSC	671	
Tuna	DSC	630	
Tuna	ZM	536	
Tuna	CSC	689	

Note - above abbreviations are indication for :

DSC -- Rajpura Dariba Smelter Complex, Dariba
CSC -- Chanderia Smelting Complex
ZM -- Zawar Mines

HSD Price Consideration for above quoted rates in Rs(INR):

Note:

1. The bidder should include all duties, taxes and levies payable by the Contractor under the contract excluding Service Tax, as applicable on the last date of submission of tender, in the rates, prices and the total Bid Price submitted by the bidder. The rate of Service Tax as applicable on the last date of submission of tender must be indicated.
2. Please confirm provision of proper documentation for claiming service tax.



(Signature of Tender with seal)

Date:

ANNEXURE –II

(DETAILS OF BIDDER SERVICE PROVIDER)

Please submit following details along with the tender:

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

1. Name of the Firm and IBA No's: _____

2. Date of incorporation : _____

3. Name of the Associated / Sister Companies:

4. Contact Details / Address (H.O.):

Telephone(s) _____,

Fax _____



Email _____

5. Type of the Firm: (Please tick) - Sole Proprietorship

Partnership

Pvt. Ltd.

Ltd.

Others (Pl. specify) _____

6. Locations (other than HO):

Offices Address:

Warehouses:

7. Statutory details:

a) Bank Approved: _____

Registration Number: _____



Registration Year / Valid up to: _____ b)

Permanent Account No. (PAN): _____

c) Service Tax Registration no. : _____

Bank Details:

Banker Name: _____

Bank branch _____

House No & street _____

City _____

Postal Code: _____

State _____

Bank Account No _____

IFSC Code : _____

8. Directors / Promoters:

Name: 1) _____ 2) _____

Age: _____

Qualification _____



Years of Experience: _____ in this

Business

Name: 1) _____ 2) _____

Age: _____

Qualification _____

Years of Experience: _____ in this

Business

9. Type of Logistic Business

FTL (Solids/Liquids) : _____

LTL : _____

Parcel Service: _____

Warehousing/ C& F : _____

10. Staff Strength

Managerial: _____

Supervisory: _____



Indirect / Contracted: _____

11. Material Handling Infrastructure

	Own Fleet No's	Make of the Equipment	Hired Fleet No's
Trucks(25MT)			
Trucks (31 MT)			
Trucks (34 MT)			
Hyva/Tipper			
Multi axle trucks			

(Please add separate list for fleet details including registration Nos and ownership details)

12. Financials:

(Give Figures in Lacs)

	2012-13	2013-14	2014-15
Freight Turnover			
Net Profit			
Net Worth			
Capital Employed			

13. Major Contracts / Clients: (pl attach the relevant contract copy)

Name of the Customer	Volume (in Lacs)	Contract – Since(Yrs.)

14. Client Reference:

1) _____

2) _____

3) _____

15. Relationship with the Vedanta Group

16. Self-Declaration:

Have you ever been black listed by any of your client if yes, plz specify Name of company & Reason for black listing



ANNEXURE-III

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(To be stamped in accordance with Stamp Act if any, of the country of the issuing Bank)

Bank Guarantee No.
Hindustan Zinc Limited
Yashad Bhawan
UDAIPUR, India

Dear Sirs,

Dated _____

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 "Service Provider") has been awarded a work order by Owner for _____ on the terms and conditions set forth in the said work order no. _____ dated _____.

Now this Deed witnessed that the conditions of the contract provide that the Service Provider 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 Service Provider by the Surety undertaking full responsibility to indemnify Owner in case of default.

The Surety hereby at the request of Service Provider irrevocably guarantees the payment of the said Security by Service Provider, and undertakes to pay to Owner on written demand/ SWIFT from owner's bank, that the Service Provider has defaulted in performing any of the terms and conditions of the work order, without demur and without notice or reference to Service Provider 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 work order 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 Service Provider 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 Service Provider 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 Service Provider.
- 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 Service Provider 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 Service Provider 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

WITNESS

(Signature)

(Name)

(Address)

(Signature)

(Name)

(Designation with Bank Stamp)

ANNEXURE IV

Qualification Verification

Sr No	Factor	Information required	Unit	Coal	Other Commodity	Supporting Doc
1	Experience of commodity transport	Qty of transportation done in coal/any other commodity (Specify commodity if other than coal)	Thousand MT			Copy of work order
2	Fleet Availability	No of vehicles owned. Associated/attached vehicles to be separately mentioned	Nos			List of fleet with Reg Details
3	Financial Strength	Average turnover of last three years. Including group companies	INR (In crores)			Audited Balance Sheet for last three years
4	Certificate from previous principles'	Certificate ratings from previous clients	NA			Copy of certificate
5	Experience in ARC/ Dedicated commodity contracts(Long term)	ARC contracts completed	Nos			Copy of work order
6	Past experience with HZL/Group Companies	No of years' experience with HZL/Group Companies	Years			Copy of work order
7	Mobilization/ Ramping Up time requirement	Period (days) required to deploy dedicated fleet	Days			NA
8	Technological Capability	Whether GPS/RFID tracking systems are available in existing fleet	NA			Details of system

END OF DOCUMENT