



HINDUSTAN ZINC LIMITED

Yashad Bhawan, Ext.-CRDL
P.O. Zinc Smelter, Debari – 313 024
UDAIPUR, (RAJ.)
Tel. No. 0294 – 2652159, 2652143

**NOTICE OF INVITATION OF TENDER FOR TRANSPORTATION OF
REFINERY MUD (Silver content : 22-25%) FROM DARIBA PLANT TO PANTNAGAR**

Tender No.HZL/CONT/RM/17-19/05

Date: 22.12.2016

LAST DATE OF SUBMISSION : 10th January 2017

M/s _____

Dear Sir(s),

1. Sealed tenders are invited for the Transportation of Refinery Mud from Dariba Plant (Dist. Rajsamand) to Pantnagar Plant and HGM Metal from Chanderia (Dist. Chittorgarh) to Pantnagar Plant (Dist. Rudrapur) for the period from April '17 to March'19 as specified under "Scope of Work" appended hereto.
2. Tenders must be submitted in sealed envelope only superscripted on the face thereon "TENDER FOR.... & TENDER NO. .. to reach the below given address on or before the closing hours of 10th January '17.
3. EARNEST MONEY DEPOSIT : Participating tenderers must deposit Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two lacs only) in the form of Demand Draft in favour of "HINDUSTAN ZINC LIMITED", payable at Udaipur, Rajasthan

Yours sincerely,

For HINDUSTAN ZINC LIMITED,

(Authorised Signatory)

Address to submit the tender

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

Enclose :- Scope of work and terms & conditions

SCOPE OF WORK:**1. Dispatch Volume:**

- (a) Tentatively 150 MT per month of refinery mud will be dispatched from HZL's Dariba plant to HZL's Pantnagar plant every month in the vehicles supplied by the Service Provider. The material value of each consignment will be approximately of Rs. 10 crores.
- (b) Tentatively 60 MT per month of HGM Metal will be dispatched from HZL's Chanderia plant to HZL's Pantnagar plant every month in the vehicles supplied by the Service Provider. The material value of each consignment will be approximately of Rs. 10 crores.
- (c) During the return journey of the said vehicles i.e. from Pantnagar to Dariba, Refractory bricks/OPS/VRF/ Slag will be dispatched to Dariba Plant of HZL.
- (d) However, monthly quantity required to be transported from both the factories of HZL will depend on HZL's requirements and may vary from month to month and will be offered for the transportation at HZL's discretion.
- (e) The above indication is an estimate does not provide any guarantee on minimum volume of load or work for every consignment by HZL.

2. Delivery schedule:

- (a) Tentatively there shall be dispatch of 20-22 consignments/loads of Refinery mud and 4-5 consignments/loads of HGM in a month.
- (b) HZL shall give 24 hours advance intimation to the Service Provider before liftment of every consignment from its Dariba plant.

3. Vehicle Type & Capacity:

- (a) The Service Provider shall provide close body dedicated vehicles for transportation of refinery mud & HGM for every consignment. HZL consignment shall not be kept open at any time during the transit. The Service Provider shall ensure capacity of dedicated vehicle/s provided to be of min 7.5 to 8 MT approx. and shall be in good repair and not more than 7 years old.
- (b) To avoid any break down during transit, the vehicles supplied by the Service Provider must be roadworthy and in good working condition. Dedicated vehicles shall have proper registration with RTO, valid Pollution Under Control certificate and proper license with driver/s to drive the vehicle.
- (c) Breakdown of any vehicle/s shall be replaced by suitable vehicle immediately and The Service Provider shall intimate within 30 minutes on the same to HZL.
- (d) In case any vehicle/s is detained by any Govt. officials pertaining to RTO/Central Excise/Sales Tax/Service Tax etc then seal on both van and every cargo shall be broke open in presence of HZL representative only.
- (e) The Service Provider shall be held responsible for all the consequences arising of breaking the seals without the presence of HZL representative. Photograph of Driver, Gunman & Vehicle and scanned copies of Licenses of Driver/s & vehicle to be sent by the Service provider before two to three hours of Expected Time of Arrival (ETA) of dedicated Vehicle at

HZL. HZL shall check the above documents & Digital Photographs along with scanning of relevant documents and the same shall be preserved until the consignment reaches the consignee.

Tracking of vehicles :

The Service Provider shall be held responsible for safe delivery of all consignments to the Consignee & back under this Contract.

GPS/VTS installation :

- (a) The Service provider shall intimate through SMS & Email every day addressing to HZL regarding transit status of each vehicle/consignment dispatched from HZL until it reaches the Consignee.
- (b) Service provider shall install VTS (Vehicle Tracking System) and other approved device in all their dedicated vehicles for online vehicle tracking. HZL may also install its own GPS unit in the vehicle for its tracking.
- (c) The dedicated staff of the Service provider shall be provided with mobile phones for communication with HZL or the employees of the Service Provider, as the case may be, any point of time.

Packing of the consignments :

- (a) Consignment shall be loaded from HZL Dariba plant in metallic drum/s in sealed conditions having quantity of about 350-400 kilograms per drum.
- (b) These drums will be sealed by us and further all drums will be packed on the wooden pallets for easy loading & unloading. (Tentative size of the metallic drum is dia 2' & height 3' & after packing of these drums on pallet, the tentative size of the pallet, the tentative size of the pallet will be maximum L 5' x W 5' x H 3.5')
- (c) However, notwithstanding above, HZL reserve rights to change packing style of the consignment at any point of time & accordingly the Service Provider shall be intimated in advance.
- (d) The return load from Pantnagar to Dariba will carry refractory bricks/OPS/Slag which will be packed in metallic drums or gunny bags.
- (e) The HGM Metal from Chanderia will be in the form of Ingots and approx..5 mt will be dispatched at a time.

Loading & Unloading of the cargo :

Loading and Unloading of cargo within HZL factory premises at Dariba, Chanderia and Pantnagar shall be under the scope of HZL.

Safety of the consignment in transit :

- (a) For transit security of the consignments dispatched either from Dariba or from Pantnagar plant of HZL, the Service Provider shall provide dedicated staff particularly armed staff

/gunman (over the vehicle carrier) with every dedicated vehicle provided by The Service Provider.

- (b) The Service Provider shall submit the gun license of the gunman to HZL without fail. The staff of such dedicated vehicle shall have list of contact persons & contact numbers of nearest office of the Service Providers enroute, of HZL office and all police stations falling enroute.
- (c) The staff provided by the Service Provider shall be properly trained and should have capability of handling any emergencies or facing any mishaps successfully especially during the transit.
- (d) The service provider shall depute honest & loyal staff only in all dedicated vehicles. During transit the vehicle shall not halt at any location. In case it is necessary that the consignment shall halt during transit, it should halt at the dedicated and pre-determined Service Provider location only and shall avoid halts to other places as far as reasonable.
- (e) Alternate dedicated vehicle shall be arranged immediately by the Service Provider to address any breakdown of the dedicated vehicle. The Service Provider shall take all necessary precautions to avoid any loss/damage of all the consignment/s in transit.

Transshipments of the consignment :

There shall be no transshipments during surface transportation. In case of any accident or major break down to any vehicle carrying the consignment, the Service Provider will keep us informed regarding transshipment owing to such reasons.

Transit time :

- (a) Transit time of the consignment of the refinery mud loaded from our Dariba plant for Pantnagar plant or the consignments of Slag from our Pantnagar plant for Dariba plant will be of 36-40 hrs and the cargo shall reach the consignee within the agreed stipulated timeframe. Similar transit time will be for HGM Metal dispatched from Chanderia.
- (b) Computation of Transit time of every vehicle shall start from the out time mentioned on HZL excise invoices & ends with reporting time at factory gate of the Consignee.
- (c) In case of delay in delivery of consignments compared to the agreed transit time as mentioned above, HZL reserved the right of recovery of its losses from the amount due or payable to the Service Provider under this Contract.

4. SERVICE PROVIDER LIABILITY:

In addition to its liability under the scope of work as above, the Service Provider shall be liable for any loss or damage or misplacement of consignment in Domestic & International carriage of consignments. The non-exhaustive list of such liability is as under. In the event of any Loss or Damage to Consignments, which are insured by HZL, the Service Provider shall at the request of HZL, issue Loss/ Damage/ Shortage Certificate with the purpose of enabling HZL to Lodge Insurance claim with the Insurance Company.

- (a) All claims must be notified to the Service Provider by HZL in writing within 30 days from the date of acceptance of the consignment or knowledge of such loss or damage or misplacement, whichever is later.
- (b) No liability is assumed for any errors and/or omissions in any information/ data that are imparted in respect of the consignment.
- (c) In every case, in which by virtue of the provisions of Section 27of Arms Act, the Service provider shall ensure the copy of gun license to be provided to HZL and the same shall be carried by his Gunman/representative during the transit. The Service Provider shall ensure adequate training to be imparted to the Gunman on the grounds of usage & proper handling of the fire arms.

5. PERIOD OF CONTRACT:

The contract is valid for a period of 2 years from 01.04.2017 to 31.03.2019, and thereafter may be extended by mutual consent of parties for a further period of 1 year subject to the satisfactory performance of the Service provider. However, in case of unsatisfactory performance by the Service Provider, HZL reserves the right to terminate this contract forthwith without any compensation to the Service Provider in accordance with provisions hereunder.

6. RATES:

- (a) **For every to & fro trip from Dariba plant to Pantnagar plant and back to Dariba plant of every vehicle carrying min 7.5 to 8 MT load of HZL consignments, the freight will be Rs._____**
- (b) **For every to & fro trip from Chanderia plant to Pantnagar plant and back to Dariba/Chanderia plant of every vehicle carrying min 5 to 6 MT load of HZL consignments, the freight will be Rs._____**

(c) The above freight rates shall be inclusive of all expenses like road taxes, vehicle insurance charges, permit expenses, L.R expenses etc. Service Tax as applicable shall be paid extra provided necessary CENVAT invoice is deposited to HZL.**(Pl attach break up of all cost).**

- 2. The above Freight charges shall remain fixed & firm during the tenure of the contract. However, HZL will make changes in its Basic Freight Rate against escalation/de-escalation in Diesel price as per formula given below and in case of changes in toll charges en-route.
Formula: HZL shall increase/ decrease its Basic Freight Rate by 0.20% proportionately for every 1% change in diesel price

7. TAXES AND DUTIES:

- (a) The Charges enumerated as above includes all statutory charges and taxes etc. payable to any Government body by the Service Provider on the Implements, equipments, accessories, labour and services etc. for the purpose of fulfilling his obligations under the contract as applicable on the date of signing of this contract.
- (b) Any variations in the rates of duty/taxes levied subsequent to the execution of contract and during the subsistence of contract shall be borne by the Service Provider. The Service Provider shall pay income tax on all payments made to him under the contract. Income Tax at the

prevailing rate, on gross amount billed, shall be deducted from the Service Provider's bills as per relevant provisions of Income tax Act.

- (c) The Service Provider shall be fully and exclusively liable for all the sales tax, duties, octroi, royalties and any other statutory taxes, levies etc., now in force and hereafter increased, imposed or modified in respect of works and materials by central and state government authorities.

8. PAYMENT TERMS:

- (a). The Service Provider shall raise proper bills in conformity with the terms and conditions of this contract. The Service Provider shall submit the bills on trip to trip basis in respect of the work done by the Service Provider during the month. The Service Provider shall submit the invoice along with the proof of delivery acknowledged by the authorized representative of the consignee.
- (b). Payment shall be made normally within 15 days from the date of submission of bill. Delay in processing or settlement of bills of the Service provider does not give any substantial right or claim to the Service provider.
- (c). No mobilization advance or any other advance would be payable to the Service Provider. The Service Provider shall not be entitled to claim from HZL any compensation or other payment because of either any delay in payment, idle time of employees or damage to the vehicle/equipment.
- (d). HZL shall without any prejudice to other rights be at liberty to deduct from the service charges or other dues payable to the Service Provider, any amount / damages due by the Service Provider to HZL. The payment of service charges or any other fees, charges or dues shall be subject to deduction of taxes / levies as applicable including Income tax deduction at source.

9. INSURANCE, SAFETY & CARE OF WORK:

- (a) The Service Provider shall insure with a reputed creditworthy company as regards its working civil liability, bodily injury, corporal and material damage that can occur to its representative, any third party or property during performance of its obligation under the contract.
- (b) The Service Provider will devote his undivided attention and time to the work entrusted to him by HZL and work diligently to the full satisfaction of HZL. Ensuring safety and prevention of any accident / incident will be the sole responsibility of the Service Provider.
- (c) The Service Provider 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.
- (d) The Service Provider shall be responsible for all loss, destruction or deterioration of or to the materials from any cause whatsoever while in transit or during handling.
- (e) The Service Provider should ensure strict compliance of any or all safety measures advised by HZL. In case of any violation of safety measures by the Service Provider or his employee will be taken seriously and in such situation, HZL reserves its right to cancel this contract and/or penalize the Service Provider.

- (f) When there is a hold up of consignment or service en-route due to vehicle breakdown/ accident or any other cause, the same shall be intimated forthwith to HZL.
- (g) The Service Provider shall immediately upon knowing of any accident damage or losses, in which he is involved on the site, should inform both HZL & the Consignee. The Service Provider shall be responsible for settling and resolving the dispute, if any.**
- (h) The Service Provider shall be solely liable for any accident or injury that may happen to any person engaged by him or to any third party in connection with and during the conduct of tasks in accordance with the contract. HZL shall not be liable for any compensation payable or any damage in respect of or in consequence of any accident or injury to any person in the employment of the Service Provider or otherwise.
- (i) The consignment in the possession of the Service provider for transportation in terms of this Contract shall be held in trust by the Service provider and the same shall be delivered to HZL or its consignee promptly and in good condition. The Service provider shall be responsible for all acts or omissions of its employees which in the opinion of HZL, establishes infidelity of such employee of the Service Provider based on FIR/Police report, and which resulted in loss to HZL during the performance of this contract.**
- (j) HZL reserves the right to inspect the consignment at any time or place after the same is handed over to the Service provider for execution and the Service provider shall make necessary arrangements for inspection as and when called upon in this regard by HZL. The Service provider in such case shall not be paid any charges in any form for the arrangements so made.
- (k) During the Term of this Contract, the Service Provider and HZL shall provide each other and their respective authorized representatives, reasonable rights of access to carry out their respective right/obligations under this contract. No right/obligation of HZL under this contract shall be diminished, waived or in any way affected by any such inspection(s) by or on behalf of the Service provider or by any requests or observations made by the service provider or its representatives in connection with any such inspection.
- (l) HZL shall not be deemed to be responsible in any manner whatsoever for any legal action taken against the service provider 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 service provider shall reimburse all such costs and expenses incurred in this regard.
- (m) Except as expressly provided in the Contract, in no event shall any party hereto be liable to the other for any indirect, incidental or consequential damages whatsoever that may be suffered by the other.
- (n) The service provider shall obtain a comprehensive floater fidelity Insurance policy for the maximum value of consignment **(INR 20 crores @ 10 crores per trip)** considering maximum two vehicles in transit at a time and should engage only persons covered in the policy.
- (o) The service provider shall obtain a comprehensive Insurance policy for vehicles to be used for the services contemplated in this agreement. HZL shall take appropriate open insurance cover for the Product against marine and war risks as per the Institute Commodity Traders Clauses (A)

and war, strikes, riots and civil commotion.

- (p) The Service Provider shall not do anything which in the opinion of HZL may be or becomes a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of HZL. The Service Provider shall not do any act in or about our premises anything whereby any policy of insurance taken out by HZL against loss or damage by fire or otherwise may become void or voidable.
- (q) It is the responsibility of service provider to provide/ arrange all details required by HZL or Insurance Company in case of any claim.
- (r) In the event of any misplacement/theft, the service provider has to take the following steps:
- (i). Inform the Logistics section of HZL immediately about the incident.
 - (ii). Lodge the FIR with the nearest police station within 2 days from the date of incident.
 - (iii). Call the surveyors for the survey of the incident and arrange for the photographs.
 - (iv). Arrange for necessary certificates for the damaged/lost consignment.
 - (v). Arrange for final investigation report within 90 days from the date of F.I.R.
- (vi). Provide Police certificates/FIR and all other necessary supporting documents for claiming Insurance or any other need of HZL. The Transit Insurance of every Consignment shall be taken by HZL however, notwithstanding this Service Provider shall be responsible for infidelity of its employees and shall take additional insurance cover for due performance of its obligation under the contract.**

10. SECURITY DEPOSIT :

Security cover in the form of Bank Guarantee from any Nationalised / Scheduled Bank of Rs.50,00,000/- (Rupees Fifty Lacs only) shall be furnished by the service provider. The bank guarantee should be valid for a period of six months in excess of validity period of contract. The bank guarantee should be in the format approved by HZL (format attached). HZL reserves the right to invoke the bank guarantee/operate the security deposit for any or all losses to HZL arising out of the non performance of the service provider under this contract notwithstanding its rights to take any further legal remedy for recovery of such losses. The service provider shall ensure that at all times, the security cover remain at the specified amount and in the event of any deficiency arising by appropriation by the company, they shall immediately on notice without any demur or protest, replenish the deposit amount to the extent of the short fall. Failure to furnish the Bank Guarantee shall be treated as failure to discharge its obligations under this contract and shall result in termination of this contract.

11. SERVICE INSTRUCTIONS:

- (a) Service instructions shall be issued periodically by HZL with time frames to execute the service, destination and other requirements through the service provider's representative over telephone.



- (b) It is clearly understood that the instructions so given or delivered to, through the representative or over telephone / Mail s hall be construed as instructions given or delivered to the service provider.
- (c) The Service provider shall execute such instructions and in case of failure in carrying out the instructions, the service provider shall be responsible for any loss incurred to HZL.
- (d) The Service Provider shall ensure that its employees while on HZL premises or while carrying out their obligations under this Contract, observe the standards of cleanliness, decorum and general discipline laid down by HZL. It is agreed that HZL shall be the sole judge as to whether or not; the Service Provider and / or its employees have observed the same.

12. DOCUMENTATION & RECORDS:

- (a) The Service Provider shall personally and exclusively supervise the work through qualified supervisors/managers of its employees so as to ensure that the services rendered under this Contract are carried out to HZL satisfaction.
- (b) The terms and conditions normally printed overleaf in the consignment notes or any other document of the Service Provider shall not be applicable to this contract to the extent that it is repugnant or otherwise inconsistent or contrary to the terms and conditions of this contract.
- (c) The signing of consignment note or any other document by the Service Provider's authorized representative shall serve as sufficient acknowledgement of the quantity and condition of goods received on behalf of the service provider.

For Hindustan Zinc Limited

For Tenderer

Authorised Signatory

**Authorised Signatory with
seal of the company**



ANNEXURE – “A”

Please submit following details alongwith the tender :

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

1. Name of the Firm and IBA Nos : _____

2. Name of the Associated / Sister Companies :

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

Telephone(s) _____, Fax _____
Email _____

4. Type of the Firm : Sole Proprietorship
(Please tick) Partnership
Pvt. Ltd.
Ltd.
Others (Pl. specify) _____

5. Locations (other than HO):

Offices : _____

Warehouses : _____

6. Statutory details :

a) Bank Approved : _____

Registration Number : _____

Registration Year / Valid upto : _____

b) Permanent Account No. (PAN) : _____

c) Service Tax Registration no. : _____

7. Directors / Promoters :

| | | |
|---|----------|----------|
| Name : | 1) _____ | 2) _____ |
| Age : | _____ | _____ |
| Qualification | _____ | _____ |
| Years of Experience in this Business : | _____ | _____ |

| | | |
|---|----------|----------|
| Name : | 1) _____ | 2) _____ |
| Age : | _____ | _____ |
| Qualification | _____ | _____ |
| Years of Experience in this Business : | _____ | _____ |

8. Vehicle Particulars:

(Ask for additional Sheets if required)

| Owned /Attached | Make | Type | Age | Nos. | Self | Financed | Leased | Solid/Liquid | Avg. Km. per Month Covered |
|-----------------|------|------|-----|------|------|----------|--------|--------------|----------------------------|
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9. IT Infrastructure : Computers Owned (Nos.) : _____

Software Used:
 (For Transport) : _____
 (For Accounting) : _____

10. Routes Operated :

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

11. Type of Logistic Business

FTL (Solids/Liquids) : _____

LTL : _____

Parcel Service : _____

Warehousing/ C& F : _____

12. Staff Strength

Managerial : _____

Supervisory : _____

Indirect / Contracted : _____

13. Material Handling Infrastructure

Cranes : _____

Forklifts : _____

Stackers : _____

Warehouse Infrastructure : _____

14. Financials :

(Give Figures in Lacs)

| | 2016-17(estd) | 2015-16 | 2014-15 |
|------------------|---------------|---------|---------|
| Freight Turnover | | | |
| Net Profit | | | |
| Net Worth | | | |
| Capital Employed | | | |

15. Major Contracts / Clients:

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



16. BackLoad Arrangement in different Routes :

17. Claims Record

Number of Trucks Lost in the Last three Years : _____

Total Value of Claims in the Last three years : _____

18. Client Reference : 1) _____
2) _____
3) _____

19. Unions in your Operational Area :

| Area | Union | Type of Relationship |
|------|-------|----------------------|
| | | |
| | | |
| | | |
| | | |

20. Relationship with the Vendanta Group

