

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 SULPHURIC ACID FROM CHANDERIA/DARIBA/DEBARI PLANTS TO VARIOUS DESTINATIONS

Tender No.HZL/CONT/SUL ACID/17-19/05

Date: 26.05.2017

LAST DATE OF SUBMISSION: 03.06.2017

M/s _____

Dear Sir (s),

1. Sealed tenders are invited for the Transportation of Sulphuric Acid from HZL Plants at Chanderia, Dariba and Debari in Rajasthan to various destinations on PAN India basis specified under "Scope of Work" appended hereto.
2. Tenders must be submitted in sealed envelope superscripted on the face thereon "Tender for transportation of Sulphuric Acid from Chanderia, Dariba and Debari Plants & Tender number HZL/CONT/SUL ACID/17-19/05 dated 26.05.2017.
3. **EARNEST MONEY :-**
 - (i) 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.
 - (ii) The amount of EMD deposited is liable to be forfeited if successful tenderer(s) do not accept the work awarded.
 - (iii) The EMD amount will not attract any interest and the EMD amount will be returned to unsuccessful tenderers after finalization of Work Order.

Yours sincerely,

For **HINDUSTAN ZINC LIMITED,**

(Authorised Signatory)

Address to submit the tender**Head - Logistics**

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

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

MAIN TERMS & CONDITIONS

1. SCOPE OF THE SERVICE PROVIDER -

Transportation of SULPHURIC ACID by SS/MS Tankers from Hindustan Zinc Limited (HZL) works at Debari (Udaipur), Chanderia (Chittorgarh) and Dariba (Rajsamand) to the Ports, Depots and customer points located as mentioned under Annexure – B, on daily basis or as per the schedule given by HZL under applicable Motor Vehicle Act and amendments thereof.

2. CONSTITUTION OF THE SERVICE PROVIDER -

The service provider will provide full and complete detail of the constitution including complete name and addresses of the persons interested in the affairs of the service provider. The service provider shall ensure the details furnished are complete, correct, and clear and the service provider shall not change the constitution during the currency of the contract without the prior approval of HZL. Any happening like death/ resignation of the any partner / Director/ Member shall be notified to HZL within 7 (seven) days of such happening. On receipt of such notice, HZL reserves the right to terminate the contractor or continue with it.

3. PLACEMENT OF PARALLEL CONTRACT -

HZL reserves the right to place parallel contract simultaneously with any other party or at any time during the period of contract with one or more transport contractors as it may deem fit. In case of emergency if HZL is satisfied that the service provider is not in a position to render all the services required, HZL may appoint another service provider for a limited period of time. However, the additional cost incurred for all such services shall be recovered from the service provider and service provider shall be responsible for all consequences.

4. ASSIGNING / SUB-LETTING CONTRACT -

The service provider shall not assign or sublet the contract or any part thereof or allow any person interested therein in any manner whatsoever without prior written permission from HZL. Change of constitution of service provider without prior written approval of HZL will also amount to assigning of contract and in such case HZL will have the right to repudiate/rescind the contract. Needless to add that in case of any subcontracting even with the prior approval of HZL, the service provider shall remain responsible for any such sub-contracting and said sub-contracting shall not diminish the service provider's own responsibility for breach of this Agreement.

5. TENURE-

This contract shall remain in force for a period of two years. This contract may at the option of the HZL be renewed for a further period of one year based on performance along with other terms and conditions but the service provider shall have no right to challenge the option of the HZL.

6. TERMINATION-

HZL shall be at liberty to terminate this agreement forthwith without any notice to the supplier or payment of compensation in lieu thereof, if any Statute or order or Rule or Regulations, award, or judgment materially affects this agreement. Without prejudice to what is mentioned in indemnity clause hereinafter, HZL shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice and without payment of any compensation, if:

- a) In HZL's opinion the service provider failed or refused to implement this agreement to company's satisfaction. The service provider shall not challenge the decision of the company.
- b) The service provider commits breach of any of the terms and conditions of this agreement.

- c) The service provider is adjudged an insolvent
- d) For any reason whatsoever the service provider become disentitled in law to perform its obligation under this agreement.
- e) There is any variation in service provider's constitution or its business without the prior approval in writing by HZL to such variation.

Also, HZL, reserves the right to terminate this agreement without quoting any reason with a notice period of 15 (fifteen) days.

7. SECURITY DEPOSIT-

Service Providers have to submit the **Bank Guarantee (BG) for Rs.5 Lacs** as Security Deposit within 15 days on award of contract valid for a period of six months in excess of validity period of the contract.

8. FRIGHT RATE-

To be provided in Annexure- B for transportation of Sulphuric Acid inclusive of Toll tax, Fuel, Tyres, Road tax, Permit expenses, other statutory levies and etc. Freight Rates shall remain firm & fixed till the expiry of the contract. Service Tax extra as applicable. All payments made under this agreement are subject to tax deduction at source as per law.

Freight Rates once agreed will not change by any reason except escalation in diesel price as per formula given below and change in toll en-route.

9. DIESEL ESCALATION / DE- ESCALATION –

HZL shall increase/ decrease its basic rate by 0.30% of percentage increase / decrease for every 1% change in diesel price at IOC Jaipur

Base rate of Diesel price will be IOCL Jaipur price.

10. INSURANCE –

Insurance of Tankers is the sole responsibility of the Service Provider.

Material shall be insured by HZL for transit risk.

HZL shall take appropriate marine insurance policy to cover the risk for transportation of the goods involved. The service provider shall produce requisite documents and evidences as may be desired for lodging of claims by HZL against partial or total loss. HZL however reserves its right to take or recover such losses from the service provider in the event of loss of goods, loss of value of goods due to negligence of the service provider and the decision of HZL on such recovery shall be final and binding on the service provider. However, under Insurance the Excess clause applicable is as noted below :

- a) Dry Bulk Cargo: 1.00% of the value of consignment.
- b) Wet Bulk Cargo: 0.50% of the value of consignment.
- c) Other Cargo: 0.50% of the value of consignment subject to minimum Rs.1.00 Lac.

In case of loss of consignment during transit, service provider shall inform to HZL as well as Insurance Company immediately and survey of the same shall be arranged by the service provider. Service provider will provide necessary loss certificate, GR/ RR issued as per Carriers Act, 1865 and all other required documents for lodging claim with Insurance Company without any delay and their payment deducted against such consignment will be made only on settlement

of claims with the insurance company. This however, will not absolve the service provider / transporter of its liability for the safe delivery of material at destination as per the Carriers Act. The service provider / transporter will also try and shall take all necessary precautions to minimize the loss. In case the loss is proved to be a wilful act then HZL shall not be liable for the settlement of the claim.

11. ESTABLISHMENT OF OFFICE BY THE SERVICE PROVIDER

The service provider would be required to establish a local office in Debari, Chanderia & Dariba throughout the contract period with a responsible representative empowered to take all decision for the satisfactory and smooth operation within 10 days of notice of acceptance of the tender.

12. PAYMENT TERMS -

The service provider shall raise bill on monthly basis in respect of service performed and submit to Dispatching unit for certification. The bill raised by the service provider should be in conformity with terms and conditions of the contract. An authorized official of the Service Provider should verify bill raised in the format prescribed by HZL. Service provider has to obtain clean receipt on lorry receipt. Lorry receipt with remark of shortage / transshipment/ adulteration / theft etc. will lead to penalty as fixed by HZL. Payment of bills submitted in complete with all supporting documents will be made by HZL at Dispatching Unit within 15 (fifteen) days from the date of submission of bills. However, delay in payment of bills due to any reason will neither vitiate other terms of the contract nor will it give any right to the service provider to suspend the work under this contract.

13. TANKERS –

- 13.1 Service provider has to submit quarterly/half yearly a third party FITNESS certificate authorized by HZL for the use of tanker for transportation of Sulphuric Acid to Sales & Dispatch Departments of Dariba, Chanderia and Debari. HZL reserves the right to disallow tankers without valid fitness certificate.
- 13.2 The service provider has to provide tankers on dedicated basis and the tanker registration certificates have to be provided to HZL. The number of tankers additional to be taken will be informed to the service provider in a separate letter and the service provider should not remove / add any of the Tankers without prior approval of HZL.
- 13.3 All Tankers used for the service has to meet the required capacity and safety norms given for the different services separately. Tankers are required with the permit to operate in Rajasthan, MP, Delhi, Gujarat & Maharastra and in other states as required. Tankers for Sulphuric acid should be suitable for 98% concentration of acid and should have compliance to all the requirements as specified in Tanker Check List of HZL (Annexure D).
- 13.4 Tankers provided for Sulphuric Acid transportations must adhere to all Statutory and Safety rules applicable. **All vehicles must have 3 point seat belt.**
- 13.5 All the Tankers should have proper reinforcement made out of MS / SS rectangular shape as specified by HZL at discharge valve for extra protection from any accidental impact.
- 13.6 The number plate of the Tankers, the product name on the tanker that is carrying and safety panel instruction should be clearly mentioned / painted on the tanker and that has to be periodically maintained to make it legible.
- 13.7 All the tankers drivers should have driving license with hazardous certification to carry hazardous chemical / cargo.
- 13.8 Any changes in the loading capacity of the tanker because of statutory regulations will not have any impact in the freight paid by HZL.
- 13.9 All tanker must carry PPE and Hazardous license.

- 13.10 Tankers coming for loading at loading point must be without any contamination and empty. If any contamination is found HZL reserve the right to impose penalty upto the extent of cancellation of contract and forfeit the Security Deposit.
- 13.11 Tanker driver must be educated enough to handle the crisis situations as and when arise. Driver must very well know what product he is handling and what precautions he must take.
- 13.12 **Attached HZL “Vehicle and Driving Safety Standards” (Annexure-E & F) are for strict compliance and no vehicle & driver will be allowed inside the Plant in case of any deviation.**

14. AUTHORIZED REPRESENTATIVE OF THE SERVICE PROVIDER -

The service provider shall advise HZL the name of one or more representatives authorized to act on his behalf and also furnish their specimen signature and photograph. The representative so authorized shall call the service provider’s office or his authorized representatives or generally remain in touch with him to obtain instructions about the programs of the work and also to supervise the crew inside the factory and port whatever the job done. The company will not provide accommodation for such representatives inside the HZL premises. The service provider should take the response to ensure the HZL safety and security policy for the supervisors, drivers and cleaner, inside and outside the factory. The service provider shall advise to cover the above mentioned representative under any self-accident insurance policy.

15. VOLUME OF WORKS, SERVICE INSTRUCTIONS, FAILURE TO PLACE TANKERS PENALTY THERE OF –

- 15.1 The daily lifting quantity is not fixed and advance planning will be given for deployment of tankers. However, delivery calculation is subject to normal working, free from climatic adversity, SAP problems, shortage of material/ storage space/ man power etc.
- 15.2 All Tankers will report at HZL parking yard every day morning except the tankers which are in transit or absent with prior permission of HZL and the representative of the service provider has to report the same to HZL office.
- 15.3 Service instructions will be issued periodically by HZL with time frame to execute the service, destination and other requirements through the service provider’s representative over telephone. It shall be clearly understood that the instructions given or delivered to, through representative or over telephone shall be taken as if they have given or delivered to the service provider (service provider’s office) and the service provider has to carry out such instructions without fail and in the case there will be any lapses in carrying out the instructions, the service provider shall be responsible for any losses incurred to HZL.
- 15.4 Notice will be given by HZL to execute the service as per the contract. Instructions may be oral/ written. Failure to arrange, coordinate and to execute the service as per the contract will entail recovery from the service provider of the additional expenditure incurred by HZL or through other service providers at the rates higher than the rate at which the work had been given to the service provider. Three such cases of the nonperformance during the tenure of the contract shall entitle HZL to terminate the contract with the service provider without notice and without any reason therefore.

16. RIGHT TO REJECT TANKERS AND OTHER MECHANICAL EQUIPMENTS -

HZL reserves the right to return any vehicle placed by the service provider on the instructions of HZL under the following circumstances-

- a) If the tankers or equipments placed after the stipulated time.
- b) If the tankers or equipments is not found suitable for the required service.

- c) In case event of unforeseen circumstances as decided by HZL.
- d) The service provider in which case will not be paid any compensation in any form

17. CONSIGNMENT NOTE / ACKNOWLEDGEMENT OF MATERIAL RECEIPT

HZL will not be bound by any terms and conditions normally printed on the reverse side of the consignment notes or any other documents issued by the service provider as a token of acceptance of HZL.

18. PROPER PACKING

At the time of taking delivery of the material, the service provider will ensure that the material are in good condition and will also satisfy himself of the quantity of material are loaded / unloaded. The signing of HZL's documents by the service provider's authorized representative or an agent would be sufficient acknowledgement of the quantity and condition of goods received on behalf of the service provider.

19. SAFETY OF MATERIAL

In case of spillage of acid due to whatever reason, service provider shall be solely responsible for immediately arranging lime etc and carry out complete neutralization procedure. The land fill so generated must then be disposed-off in a place authorized by pollution control board as per procedure. In case service provider fails to do so, HZL shall get it done through some other agency and all cost towards this shall be recovered from service provider.

In case the acid carrying tanker meet with any accident and third party property is damaged or damage is caused to life , than the service provider would be solely responsible to compensate the effected party.

- 19.1 Once goods are loaded and acknowledged by service provider's driver or agent it would be deemed that the acknowledged quantity has been collected in sound condition by the service provider.
- 19.2 The service provider will not only take precaution but also take positive steps that are necessary to ensure that the goods under his custody are protected from losses, damage or deterioration. HZL will not provide any protective cover to safeguard the goods in transit or during handling or any other required accessories for transportation / service.
- 19.3 The service provider shall be responsible for all loss, destruction or deterioration of or to the material from any cause whatsoever while in transit or during handling. HZL however reserves its right to take resource to recovery of such losses from the service provider in event of loss of goods, loss of value of goods due to negligence of the service provider and the decision of HZL on such recovery shall be final binding on the service provider.
- 19.4 Contamination to surrounding/ environment by the negligence of the service provider by way of improper handling for the service during contract period has to be avoided and any untoward accident due to contamination and litigation thereof has to be met by the service provider.
- 19.5 The service provider should ensure that the HZL's goods do not mix with any other foreign goods of any nature during handling, transporting etc.
- 19.6 Service provider must ensure that drivers are well educated to immediately attend the crisis situation in case any spillage of Sulphuric Acid happens due to any reason.

20. SHORTAGE -

The quantity as stated in the invoice will be counter checked with the received acknowledgement of customer by the service provider and up to 0.50% (truck to truck basis) weight variance will be accepted against invoiced quantity.

21. TRANSIT TIME -

21.1 The service provider shall ensure that the goods are delivered to the consignee with in stipulated time excluding date of loading and reporting. Any loss due to delay will be the sole responsibility of the service provider. The decision of HZL in this regard will be the final. Transit penalty of Rs 1000/day to be deducted in case of delay beyond transit time allowed.

21.2 In case of any accident, breakdown etc. en-route by any reason should be informed to HZL over phone / telegram / email immediately and same should be informed through letter within twenty four hours of the happenings by the service provider. Any violation of the same shall entitle HZL to terminate the contract with the service provider without notice and without any reason therefore.

22. TRANS-SHIPMENT OF GOODS -

Trans-shipment in any case is not allowed. The goods collected by the service provider shall be transported direct to the destination without involving any transshipment en-rout.

23. NON DELIVERY / WRONGFUL DETENTION OF CONSIGNMENTS AND RECOVERY OF CONSEQUENTIAL LOSSES -

All the consignment handed over to the service provider for transportation in terms of this contract shall be held in trust by the service provider and the same shall be disposed-off as per the directions of the HZL or handed over to the HZL intact and promptly. The service provider will be responsible for the liquidated damages suffered by HZL due to non-delivery of the consignment as per the directions of the HZL and shall make good such damage within such time as prescribed by HZL from time to time.

24. 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 vehicle at any point during transit or execution of the service.

25. INSPECTION OF CONSIGNMENT AT ANY TIME DURING HANDLED BY THE SERVICE PROVIDER -

HZL reserves the right to inspect the consignment at any time or any place after the same are handed over to the Service Provider. Service provider has to make necessary arrangements for such inspection at its own cost.

26. HOLD UP OF THE CONSIGNMENT/SERVICE EN-ROUTE -

When there is a hold up of the consignment or service en-rout due to vehicle / tanker breakdown/accident or any other cause, such facts should be intimated to HZL immediately.

27. TRANSIT DOCUMENT -

27.1 The service provider should ensure that all necessary transit documents are carried by representative/crew. In case of incomplete transit documents the same should be brought to the notice of HZL immediately.

27.2 It is the responsibility of service provider to hand over the 'Duplicate copy' of invoice to the party safely to enable them to avail CENVAT. If the same is lost in transit or by any

means, the equivalent amount of excise duty will be deducted from the service provider's bills.

28. SAFETY AND ENVIRONMENT -

- 28.1 It is the responsibility of the service provider to deploy trained drivers, cleaners and other employee for the tanker lorries who can attend any exigencies. Any claim arising out of accident / damage resulting in injury or loss to person /property due to improper handling while loading, transportation, delivering the material has to be done by the service provider. The service provider will be responsible in case of contamination of the product, if taken place, while their possession.
- 28.2 The service provider must not wash or clean the tankers inside the HZL premises or near the HZL surroundings. Cleaning of tankers en-rout and customer premises is not permitted. If any violation of the environment and safety norms will be viewed seriously and suitable penalty would be imposed, also HZL reserves the right to cancel the service provider in this regard.

29. TRANSPORTER TO BEAR ALL LOSS ETC -

The service provider should take the safety of the equipments and personal belonging to HZL and those of the consignee. Any such damage arising out of this will be debited to the service provider's account. The service provider should obtain all necessary licenses and pay all fees, taxes etc. as may be required by law for the operations involved in this contract.

30. SERVICE PROVIDER'S EMPLOYEE -

- 30.1 Service provider shall provide all necessary safety gadgets like safety shoes; helmet etc. to his employees when they enter in the factory premises pursuant to this agreement. Neither service provider nor his employees will be permitted to enter factory premises without safety gadgets. While inside the factory, the employees of the service provider will always exhibit security gate pass. The service provider will ensure strict compliance of safety measures adopted by the company. In case of any violation of safety measures by service provider or his employee will be taken seriously and in such situation Company reserves its right to cancel the contract.
- 30.2 In case of inability of service provider to arrange safety gadgets for his employees company may supply the same to the service provider on chargeable basis. In that case the service provider shall maintain and keep safety gadget in good condition and take proper care about the same. In case safety gadget is lost, misplaced or damaged by the service provider or his employees, the service provider will bear the cost of the same.
- 30.3 The service provider shall be responsible and liable for payment of salaries, wages and other legal dues of the employees employed by the service provider for the purpose of rendering the service required by Company under this agreement. The service provider shall maintain books, account, records and documents comply with all statutory rules and regulations, which are applicable to the service provider for the fulfillment of the terms of this agreement.
- 30.4 The service provider's employees shall always be under service provider's direct control or supervision and the service provider shall be free to transfer its staff in accordance with its need provided that the service provider ensures the fulfillment of its obligations under this agreement. The service provider shall, as the employer, have the exclusive right to terminate the services of any of its staff employed to fulfill service provider's obligations under this agreement and to substitute another person instead.
- 30.5 The service provider shall comply all respect with the provisions of all statutes, Rules and Regulations applicable to the service provider and / or to the service provider's employees, including but not limited to Minimum Wages Act, ESI Act and Bonus Act and

particular the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made hereunder. The service provider is further representing that there is no inquiry / investigation pending by the police against the service provider or its employees.

31. FAILURE / REFUSAL TO EXECUTE JOBS ASSIGNED / ENTRUSTED -

- 31.1 Under no circumstances the service provider can stop work relating to his contract. Necessary remedial measures to perform the agreement shall have to be taken by him. In case of any dispute and the decision of the HZL will be binding on the service provider.
- 31.2 The service provider fails to execute the job within a reasonable period or refuse to execute or any reason whatsoever, HZL reserves the right to get the job done by any other service providers at the risk and cost of the service provider besides recovery of all losses on this contract through security deposit by the service provider without seeking his confirmation on the same.

32. SERVICE PROVIDER TO COMPLY ALL LAWS ETC. -

- 32.1 The service provider shall be responsible to secure compliance with all central and state laws as well as the rules, regulations, bye-law/ notification and orders of the local authorities and statutory bodies as may be in force from time to time. The service provider shall make good at his own cost, any damages to the property of anybody, persons, local authorities etc. due to or arising from his operation involved under this contract.
- 32.2 The service provider shall give to the statutory bodies, local authorities, police and other relevant authorities, all such notices, documents, etc. as may be required by law and obtain all requisite licenses and pay all fees, takes etc., in connection therewith as may be leviable on account of his operations involved in this contract. HZL has the right to recover the cost of damage payable by HZL from the bills payable to the service provider or by invoking security deposit given by the service provider.

33. SERVICE PROVIDER NOT TO INFLUENCE HZL EMPLOYEES -

The service provider shall not use the services of the any of the employees of HZL, directly or indirectly or enter into any sort of monetary transaction with the employees of the HZL. Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of service provider or his partners, agent or servant to any of the employees of HZL or their agent or relatives for showing or agreeing to show favour or disfavour to any person in relation to this contract shall result in the cancellation of this contract and HZL shall have the right to recover any loss or damage resulting from such cancellation from the contractor to the value involved.

34. INDEMNITY -

The service provider shall indemnify and keep the Company , its Directors, its Officers and its employees indemnified from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against us 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 the company may now or thereafter 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 service provider of any of the terms and conditions of the agreement. Without prejudice to the other rights, the HZL will be entitled to deduct from any service charges or other dues payable to the service provider, the amount payable by the company as a consequences of any claims, demands, cost, charges and expenses. The HZL shall not be responsible for death, injury or accident to the service provider's employees in relations to their duties on or about the HZL's property and premises and in the event that company is made liable to pay any damages or compensation in respect of such employees, the service provider hereby agree to pay to us such damage or compensation upon demand.

34. COMPLIANCE :

Service Provider agrees that it would comply with all the provisions of the UK Bribery act. Service Provider also agrees that it will comply with Supplier Code of Conduct (Appendix A), Whistle Blowing Policy (Appendix B), Sustainability Clauses (Appendix C) , Life Saving Rules (Appendix D) and Quality Assurance Clauses (Appendix E). These entire Appendix's shall be part of work order to be released after the award of contract.

35. FORCE MAJEURE -

In case of service provider is prevented from the performance of its obligations in whole or in part for reason of force majeure viz. act of god, act of government, act of public enemy, war, hostility, civil commotion, sabotage, fire, floods, explosions, epidemics, strike and lawful lock out, then the period of such force majeure shall be excluded provided notice of happening of any such eventuality is given by the service provider to the Company with a request for extension of time. No Compensation will be payable for the period of Force Majeure.

36. ARBITRATION -

In the event of any dispute or difference arising out of relating to, under or in respect of this contract between the parties the same shall be referred at the written request of either party to the arbitral tribunal constituted for the adjudication of the dispute or difference as provided hereunder to a sole arbitrator to be nominated by the CEO & Whole time Director / other director of Hindustan Zinc Limited, Udaipur (Rajasthan).

The Arbitration shall be subject to and in accordance with the provisions of The Indian Arbitration and Conciliation Act 1996 (No. 26 of 1996) and the Rules if any made there under and any statutory modification or re-enactment thereof.

The venue of arbitration proceedings shall be Udaipur, Rajasthan, India. The Arbitrator shall give a speaking, reasoned and claim wise award. Any Arbitration award made in such arbitration proceedings shall be final and binding on the parties and shall be enforceable in any court of competent jurisdiction.

- 36.1 During the course of arbitration proceedings, the parties hereto shall continue to execute their respective obligations.
- 36.2 The requirement of appointing Arbitrator to settle the dispute is not binding on the insurance company and it is free to take legal proceedings for realization of its claim against the service provider, if any. .

37. JURISDICTION -

For the purpose of enforcing legal rights/ remedies in respect of this contract, Udaipur Court in the State of Rajasthan alone shall have exclusive jurisdiction.

38. GOVERNING LAW:

This agreement shall be governed by and be interpreted in accordance with the Laws of India.

For Hindustan Zinc Limited**For Tenderer****Authorised Signatory****Authorised Signatory with
seal of the company**

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

4(i)	Date of Firm start	
5	IBA Registration No. (mandatory) Issued on date : Valid till date : (attach certificate)	
6	Permanent Account no. (PAN no.)	
7	Service Tax registration no.	
8	Projected turnover 2016-17	
8(i)	Audited turnover 2015-16 (Attach Balance sheet)	
8(ii)	Audited turnover 2014-15 (Attach Balance Sheet)	
9	No. of Tankers in own fleet (Attach details with carrying capacity)	
9(i)	No. of Tankers as attached fleet	
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. turn over (attach W.O.copy)	
12	Were you had been working with any of Vedanta group unit in last 3 years, furnish unit name with turnover.	
13.	EMD Details (DD No., dt. and Bank name)	

ANNEXURE – “B”

Please quote the freight rate for the following route:

FROM	TO		Quote	Quote	Quote
Plant	Region	State	(Rs/mt)	(Rs/mt)	(Rs/mt)
Chandaria/Dariba/Debari	Kanpur	UP			
Chandaria/Dariba/Debari	Meerut	UP			
Chandaria/Dariba/Debari	Ghaziabad	UP			
Chandaria/Dariba/Debari	Agra	UP			
Chandaria/Dariba/Debari	Ropar	Punjab			
Chandaria/Dariba/Debari	Ludhiana	Punjab			
Chandaria/Dariba/Debari	Baddi	HP			
Chandaria/Dariba/Debari	Hissar	Haryana			
Chandaria/Dariba/Debari	Delhi	Delhi			
Chandaria/Dariba/Debari	Daman	D&D			
Chandaria/Dariba/Debari	Patna	Bihar			
Chandaria/Dariba/Debari	Bhilwara	Rajasthan			
Chandaria/Dariba/Debari	Kanpur	UP			
Chandaria/Dariba/Debari	Meerut	UP			
Chandaria/Dariba/Debari	Ghaziabad	UP			
Chandaria/Dariba/Debari	Agra	UP			
Chandaria/Dariba/Debari	Ropar	Punjab			
Chandaria/Dariba/Debari	Ludhiana	Punjab			
Chandaria/Dariba/Debari	Baddi	HP			
Chandaria/Dariba/Debari	Hissar	Haryana			
Chandaria/Dariba/Debari	Delhi	Delhi			
Chandaria/Dariba/Debari	Daman	D&D			
Chandaria/Dariba/Debari	Patna	Bihar			
Chandaria/Dariba/Debari	Bhilwara	Rajasthan			
Chandaria/Dariba/Debari	Udaipur	Rajasthan			
Chandaria/Dariba/Debari	Udaipur	Rajasthan			
Chandaria/Dariba/Debari	Kota	Rajasthan			
Chandaria/Dariba/Debari	Jodhpur	Rajasthan			
Chandaria/Dariba/Debari	Chittorgarh	Rajasthan			
Chandaria/Dariba/Debari	Jaipur	Rajasthan			
Chandaria/Dariba/Debari	Hanumangarh	Rajasthan			
Chandaria/Dariba/Debari	Kota	Rajasthan			
Chandaria/Dariba/Debari	Jodhpur	Rajasthan			
Chandaria/Dariba/Debari	Chittorgarh	Rajasthan			

Chandera/Dariba/Debari	Jaipur	Rajasthan			
Chandera/Dariba/Debari	Hanumangarh	Rajasthan			
Chandera/Dariba/Debari	Chandrapur	Mah			
Chandera/Dariba/Debari	Dhule	Mah			
Chandera/Dariba/Debari	Mumbai	Mah			
Chandera/Dariba/Debari	Nagpur	Mah			
Chandera/Dariba/Debari	Thane	Mah			
Chandera/Dariba/Debari	Chandrapur	Mah			
Chandera/Dariba/Debari	Dhule	Mah			
Chandera/Dariba/Debari	Mumbai	Mah			
Chandera/Dariba/Debari	Nagpur	Mah			
Chandera/Dariba/Debari	Thane	Mah			
Chandera/Dariba/Debari	Chandrapur	Mah			
Chandera/Dariba/Debari	Dhule	Mah			
Chandera/Dariba/Debari	Mumbai	Mah			
Chandera/Dariba/Debari	Nagpur	Mah			
Chandera/Dariba/Debari	Thane	Mah			
Chandera/Dariba/Debari	Indore	MP			
Chandera/Dariba/Debari	Jhabua	MP			
Chandera/Dariba/Debari	Pitampur	MP			
Chandera/Dariba/Debari	Sagar	MP			
Chandera/Dariba/Debari	Dhar	MP			
Chandera/Dariba/Debari	Khargone	MP			
Chandera/Dariba/Debari	Indore	MP			
Chandera/Dariba/Debari	Jhabua	MP			
Chandera/Dariba/Debari	Pitampur	MP			
Chandera/Dariba/Debari	Sagar	MP			
Chandera/Dariba/Debari	Dhar	MP			
Chandera/Dariba/Debari	Khargone	MP			
Chandera/Dariba/Debari	Ahmdabad	Gujarat			
Chandera/Dariba/Debari	Baroda	Gujarat			
Chandera/Dariba/Debari	Gandhidham	Gujarat			
Chandera/Dariba/Debari	Ankleshwar	Gujarat			
Chandera/Dariba/Debari	Surat	Gujarat			
Chandera/Dariba/Debari	Vapi	Gujarat			
Chandera/Dariba/Debari	Ahmdabad	Gujarat			
Chandera/Dariba/Debari	Baroda	Gujarat			
Chandera/Dariba/Debari	Gandhidham	Gujarat			
Chandera/Dariba/Debari	Ankleshwar	Gujarat			
Chandera/Dariba/Debari	Surat	Gujarat			
Chandera/Dariba/Debari	Vapi	Gujarat			

ANNEXURE- "C"

Sample- (to Be filled in separately for all movements) :

TANKER COST WORKING FOR SULPHURIC ACID TRANSPORTATION			
Vehicle Type			
Capacity			
Estd.Trips/month			
Estd. Qty/month			
Distance (RTKM)			
Avg Diesel Consp.			
		Cost/month (Rs)	Cost per mt (Rs.)
Diesel(Litre)	(RTKM*trips)/Avg.		
Insurance	Rs._____/annum		
Rd Tax/Permit	Rs._____/annum		
Fitness	Rs._____/annum		
Driver Salary	Rs._____/month		
Fooding allowance	Rs._____/Per day		
Installment	Rs._____/month		
Travel/RTO Exp	Rs._____/month		
Cleaner	Rs._____/month		
Tyre Cost	Rs._____/km		
Toll	Rs._____/round trip		
Maintenance	Rs._____/km		
office/manpower	Rs._____/month		
Total Cost			
Less Salvage value			
Total Net of Salvage Value			
Per mt cost			

ANNEXURE “D”

a) Tankers Check list for HZL

Sl. No.	Checking points	Remarks (YES / NO)
1	Tankers thickness certificate certified by Competent Person as per Rajasthan Factories Rules-1951.	
2	Tankers discharge valve testing certificate.	
3	Discharge valve should be covered in a box and thickness of the box sheet should be at least 10 mm.	
4	Discharge valve should be blinded with at least four nut-bolts.	
5	Tanker should contain breather's pipe in proper condition.	
6	Physical condition of the tankers should be perfect. Painting of the tankers should be in perfect condition.	
7	EIP should be clearly marked on the Tankers.	
8	Tankers should contain Emergency Kit & First Aid Box.	
9	All the PPEs, e.g. safety helmet, gum boots, goggles, acid proof PVC suits and hand gloves should be available in tankers.	
10	Tanker and its associated pipes should be perfect.	
11	Valve should be suitable for acid handling with ISI mark.	
12	Only acid duty gas-kits should be used in all the flanged.	
13	Main switch of the battery must be in OFF position during loading / unloading condition.	
14	The discharge valve should be inside (at least 30 cm) of the Chaises of the truck to avoid damage of the in case of accident.	

b) Checklist for transporter
(to be given to transporter for compliance)

Sl. No.	Checking points	Remarks (YES/NO)
1.	Painting of tankers should be in good condition	
2.	Thickness test certificate of tanker by Competent person	
3.	Acid discharge Valve testing certificate by Competent person.	
4.	PPE's i.e. safety helmet, gum boots, goggles, acid proof PVC suits and hand gloves should be available in tankers.	
5.	EIP should display in back and both sides of the tanker.	
6	Driving License for handling of Hazardous chemical	
7	General condition of the tanker with logbook	
8	Vent valve should be in good condition	
9.	Height of tanker should be between 3.0 - 4.0 meters	
10	The discharge valve should be inside (at least 30 cm) of the Chaises of the truck to avoid damage in case of accident	
11	Valves should be suitable for Acid handling.	
12	Discharge valve should be covered in a box and thickness of the box sheet should be at least 10 mm.	
13	Capacity of the tanker should be displayed on the tanker. Volumetric Capacity of the tanker should also be displayed	
14	Fire extinguisher should be available in the tanker.	
15.	TREM card MSDS should be available with tanker.	

c) Filling points check

Sr. No.	Checking points	
1	Discharge valve should be in closed position. And it should be blind with min four nut-bolts.	
2	Vent valve should be in open position.	
3	DO qty and capacity of the tanker	
4	Top cover should be closed properly.	
5	After filling washing should be done	

ANNEXURE : “E”

VEHICLE & DRIVING STANDARD

VEHICLES AND DRIVING

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 1KG 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 : "F"

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 /IOL/ 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 (-) 6D and Hypermetropia (+) 4D in each eye up to 35 years of age.
- (v) Corrected Myopia (including the cylinder) exceeding (-) 6D and Hypermetropia (+) 6D in each eye beyond 35 years of age.

(iii) Colour Blindness:

(iv) Night Blindness :

(v) Presence of Squint ;

(vi) Glaucoma

❖ Has the applicant possess any deformity or lost any of his limb which would interfere with the efficient Performance of his duties as a driver : _____

❖ Does he show any evidence of being addicted to the excessive use of an Alcohol, Tobacco, or Drugs : _____

❖ Is he in your opinion generally fit as regards

(a) Bodily Health _____ and (b) Eyesight _____

❖ Identification Marks : _____

In addition to the above questionnaire, I certify that to the best of my knowledge and belief the applicant is FIT / UNFIT to be employed as a Driver.

Name of the Medical Officer: _____

Designation: _____

Medical Registration No: _____ : State of Registration /MCI _____

MEDICAL OFFICER
(Signature and Seal of Doctor)