



**Sesa Sterlite Limited (SSL)**

**Vedanta Aluminium & Power Business, Jharsuguda**

**TENDER DOCUMENT FOR TRANSPORTATION OF COAL FROM MCL MINES (IB Valley & Sundergarh area) TO OUR POWER PLANT CPP (1215 MW) & IPP (2400 MW) LOCATED AT JHARSUGUDA**

**Tender No: EOI/40/CPP & IPP/VAL/14-15**

**Last date for submission of tender: 13<sup>th</sup> Decemeber'14**

To:

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[Kindly submit all the pages in original after signing all the pages intact and filling Commercial Bid price as in Annexure 1 & Annexure III. Please attach all the required documents.]

Sesa Sterlite Limited (SSL) invites offers from Service provider for transportation of Coal to 1215 MW Captive Power Plant , Burkhamunda (CPP) and 2400 MW Independent Power plant ( IPP), Banjari ,Jharsuguda from IB Valley & Sundargarh area mines of M/s Mahanadi Coal Fields Limited ,a subsidiaries of Coal India Limited

**Signature of Tenderer:**

**Seal:**

**Date:**

**INVITATION TO TENDER AND INSTRUCTIONS**

1. All the pages of the tender/bid should be signed and seal should be affixed.
2. No over writings or correction shall be accepted unless authenticated with signature.
3. The tender/bid along with the **Earnest money deposit (EMD) of Rs. 5 Lacs** (Rupees Five Lakhs Only ) in a sealed envelope should reach SSL on or before 13<sup>th</sup> December '14 .SSL will not be responsible and will not be in a position to entertain any delays on account of postal delays, loss of documents, etc. Tender received without EMD shall be rejected.
4. On submission of the Tender documents by the bidder, it shall be deemed that the bidder has clearly understood and has unconditionally accepted all the terms and conditions of the bid.
5. Preference will be given to service provide who will be transporting coal through Multi axle/High Capacity vehicle.
6. Rates to be quoted in the separate rate sheet (Annexure-I) attached to the tender document and signed.
7. All are requested to submit the tender in sealed envelope at below mention address before last date
8. Following list of document needs to be submitted along with Tender document :
  - Details of similar services executed by you in last three years(submit the details of orders executed)
  - Last 3 years balance sheet.(FY 2013-14,FY 2012-13 & FY 2011-12)
  - Company Pan card
  - CST/VAT/TIN/EXCISE registration certificate.

The sealed tender document shall be addressed to:

**Associate General Manager: Commercial Coal**

Sesa Sterlite Limited  
Vedanta Aluminium and Power Business  
IPP Admin Building,  
Village: Banjari P.O Kalimandir Road  
Jharsuguda-768202  
Odisha, India  
Ph-06645-666911

**Email:** [coaltender.jsg@vedanta.co.in](mailto:coaltender.jsg@vedanta.co.in)

[Kindly mention the tender reference number along with the address on the top of the envelope]

**Signature of Tenderer:**

**Seal:**

**Date:**

**RFQ for transportation of coal from Mahanadi Coal Fields Limited mines (Basundhara, Kulda, Lakhanpur, Belpahar, Lilari, Samleswari, Lajkua, HBI, HRC, Orient-2, 3&4) to Captive Power Plant 1215 MW & Independent Power Plant 2400 MW**

**A. DETAILED SCOPE OF WORK**

1. It shall be complete responsibility of Service Provider to Transport of Coal from Mines to Plant on our behalf with required quantity & quality in line with eco-friendly manner
2. DO release plan shall be as per MCL directory.
3. It shall be responsibility of service provider to receive of RDO (Road delivery order) from MCL, Burla /our third party agent and send the scan copy of the same to SSL for applying mining permit.(Form H).
4. It shall be the responsibility of the service provider to process the mining permit application in hard copy from different Mining Circle for transportation of Coal from Mines to Plant on our behalf immediately after user fee payment.
5. The service provider shall solely responsible for feeding of RDO (Road delivery order) at mines area with all documents like Mining permit, authorization copy, sale intimation letter etc. immediately after mining permit issued by DDM.
6. It shall be the responsibility of the service provider to co-ordinate with MCL for obtaining the clearance for Supply of Coal to SSL
7. It shall be the responsibility of the service provider to co-ordinate at the loading point to ensure proper quality and quantity is getting loaded for us.
8. It shall be the responsibility of the service provider to place the trucks at Mines for loading, coordination with all related agencies for loading & subsequently transportation from Mines to our plant as per requirement given by SSL vide respective DO.
9. The service provider will keep us informed about the day to day development in respect of the policy of MCL and movement status of trucks.
10. The service provider has to ensure to place and load road worthy trucks and ensure no loss of the material due to spillage during transit.
11. The service provider shall ensure that all the trucks should come with tarpaulin covering from the mines. Penalty of Rs.200/ per truck shall be levied if trucks report to our plant without tarpaulin cover/ improper tarpaulin cover.
12. In case there is any breakdown of the vehicle during transit or any vehicle seized by the financier the contractor has to inform 'SSL immediately & put best efforts to get it repaired at the earliest possible time. If it is observed that vehicle may take more than 24 Hrs time, he should make best efforts to deliver to 'SSL' 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 SSL

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**Obligation of service provider in the below mention cases**

13. Delay Reporting: The coal trucks received at our plant after 2 days from the time of loading at mines will be detained for Gate Entry at plant .If it has found that the material lying on trucks are in suitable condition then SSL 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 SSL.
14. Shortages/Excess: The coal Truck showing Excess/ Shortage by 500 Kg compared to mines wt. in Gross Wt. as well as Tare Wt. shall be denied for weighment. In this case after investigation from your side, considering weather condition like rainy season etc. and physical verification of quality by SSL, then truck will be allowed for weighment.
15. Transshipment Case: The trucks coming from mines to our plant SSL should report directly at our plant without doing any transshipment. In case of any major break down/accident and it is seems to mandatory to shift the material then prior information to be given to SSL in writing or mail and take concern 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 SSL. The Service Provider has to make best efforts to ensure no loss of quality, quality and environmental pollution during this activity.
16. Loss of Mining Document: The documents issued by mining authorities like Transit Pass (TP), Mines weighment slip, Gate Pass etc. for physical transportation of goods from mines to plant , needs to be handled with utmost care. Lapses of any mining document during transit must be reported at concern administrative authority for loss of document. In case of any noncompliance found, SSL shall impose Rs.5000/- penalty and transporter will be required to submit FIR, station Diary / administrative authority receiving copy for clarifying Loss of document or both.
17. Black Listed Trucks: SSL shall communicate you black listed /banned trucks on regular basis, you have to ensure no Blacklisted trucks are loaded at mines, failure to which Rs.5000/- per trucks penalty shall be imposed for such cases or detention of truck or both.
18. The service provider should ensure to load roadworthy trucks from mines to our plant
19. 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
20. The service provider should submit fitness certificate for all the trucks loaded from mines for our plant.
21. Service provide would ensure that they have registered themselves and their Trucks in I3MS as per the mandatory guidelines laid down by Department of Steel & Mines for transportation of minerals within Odisha. Service Provider who meets the above criteria will be called further to participate in negotiation / reverse auction process.
22. Service provider should file FIR for missing truck within 48 hrs & submit FIR copy to SSL Jsg.

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**B. QUANTITY:**

1. The quantity will be based on allotment by MCL/ quantity booked by SSL through E-auction. As such there is no guarantee on quantity. Allotted /booked quantity shall be intimated on regular interval to service provider after completion of allotment of quantities from MCL
2. SSL GRN (Goods Receipt Note) shall be booked for the coal quantity whichever is lesser between MCL weigh bridge quantity and & SSL Weight bridge quantity.
3. Quantity recorded as per GRN shall be full and final for all reco/payment purpose

**C. DELIVERY SCHEDULE:****Delivery Schedule will be communicated to you on monthly /rolling RDO basis.**

The lorry receipt of the service provider, MCL weighbridge slip, and Transit Permit issued by MCL shall be conclusive proof of dispatch of goods. Delayed reporting of trucks at the plant beyond a specified period will not be accepted. The lorry number mentioned in the Transit Pass should be matching with the actual lorry carrying the loads. Vehicles will not be allowed without TP Daily Despatch Report in soft copy should be submitted as per Table No.1 with TP details within 24 hrs. of despatch of trucks from mines. After completion of Delivery order compiled despatch report should be submitted within 3 days of completion in hardcopy as well as soft copy. Service provider shall ensure uniform loading as per asking rate during RDO validity period.

Table No.1. Daily Dispatch Report					
Delivery Order No(DO No)					
Purchase Order No(PO No)					
Mine					
Company		Sesa Sterlite Limited			
SI No	Date of Dispatch	Truck No	TP No	G.P No	Net quantity in MT
1					

**D. QUALITY-**

All the quality parameters through this agreement like Guaranteed GCV, Bonus, & Penalty parameter for each mine are in the attached **Annexure (II)**.

**Signature of Tenderer:****Seal:****Date:**

**I. Total Moisture (%):**

Service provider shall be responsible for delivery of coal with in the specified moisture range

**Guaranteed Moisture would be 11 %.**

13 % for Monsoon Season (Quantity lifted from 1<sup>st</sup> July to 30<sup>th</sup> Sept)

In case the weighted average moisture for a particular lot exceeds the said range, the payable quantity shall be normalized as per the below formula

$$\text{Normalized quantity} = \frac{\text{GRN Quantity} \times (100 - \text{TM at SSL})}{(100 - \text{Guaranteed TM i.e. 11\%/13\%)}$$

There would be no premium for lower moisture.

**II. Volatile Matter (%)**

Service provider has to ensure **Volatile Matter (VM) above 16% on each lot (1000 MT)** will be delivered on As Received Basis (ARB). **Penalty of Rs 20 per MT** will be imposed on each lot having less than 16% VM. There would be no premium for higher Volatile Matter

The third party analysis results at SSL end would be final for all type of payment on quality parameter.

Sampling would be done taking a lot size of 1000MT (+/- 10%) or any other lot size as decided by purchaser from time to time , for finding out weighted average GCV (ARB) and the same would be considered for bonus/penalty calculation

Moisture & VM shall be on ARB basis

**E. TRANSPORTATION CHARGES**

**The Transportation Rate, please refer to the attached annexure (I) for details**

Diesel escalation calculation shall be done as per formula mention below provided the hike in diesel price must have Rs 1/ lt and above /-

**Diesel Escalation / Depreciation: (Diff in Diesel Price \* Total distance) / (Mileage \* Carrying Capacity)**

Service Tax extra as applicable shall be paid and necessary TDS shall be deducted. Transportation rate will remain firm & fixed throughout the contract period.

**F. TAXES:**

Necessary Income Tax at source will be deducted from your bills as per applicable rules. Service Tax extra as applicable will be paid to you on the said service against the documentary evidence.

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**G. PAYMENT TERM:**

1. Separate bills have to be raised against transportation @ 10000 MT lot and GCV bonus bill @ entire DO (Deliver Order) quantity. Payment would be released within 10 days from submission of the correct bill duly certified by SSL
2. The payment shall be released only after verification of all the concerned documents. Bills submitted with incomplete details / inadequate documents will be rejected.
3. In order to facilitate disposal of bills, the service provider is advised to submit bills by courier service only

Payment shall be processed as per under:

- a. Party has to submit the bills on the lifted quantity only as per actual.
- b. SSL has to consider the GRN quantity for binding of payment.
- c. In case of any abnormalities in moisture , GRN quantity get normalized as the above formula
- d. Transportation Rate will be paid on normalized quantity only
- e. No logistics cost shall be paid on the difference of quantity in between GRN quantity & Normalized quantity
- f. SSL shall deduct the total coal value for the shortage in between the GRN quantity & Lifted quantity
- g. Penalty will be levied in case any quantity gets lapsed from the allocated DO quantity.
- h. GCV bonus & Penalty shall be paid/deducted on Normalized quantity
- i. In case VM is less than 16 % for a single lot (1000 MT), payment to be deducted as per VM clause

4. Indemnify SSL for any loss caused to SSL 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 SSL against any such loss or damage and shall pay to SSL such amount as SSL may be called upon by law or circumstances to pay. The Service provider shall remain at all times, liable and responsible to SSL for any loss or damage caused to any building, plant and machinery or the property etc. of SSL by any carelessness, negligence, inexperience or willful fault of the service provider or his agent or by his employee of which SSL alone shall be the sole judge. SSL shall be at the liberty to recover appropriate cost from transporter on account of loss or damage inside plant premises.

**H. TENURE OF CONTRACT:**

This contract would be issued initially for **6 Month**. Based on the satisfactory performance, SSL may extend further.

**Signature of Tenderer:**

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**Date:**

**I. BANK GUARANTEE:**

1. The Service provider shall deposit an amount of Rs. 50, 00,000/ (Rupees Fifty Lacs) as Bank Guarantee for Lakhanpur, Samleswari, Belpahar, Kulda & Basundhara mines and an amount of Rs. 30, 00,000/ (Rupees Thirty Lacs) as Bank Guarantee for Lilari, Lajkura, HBI, Orinet-2,3 & 4 in the format agreeable to SSL. The Bank Guarantee shall be valid for the tenure of Agreement and shall have 6 months claim lodging period.
2. It shall be lawful for SSL to adjust from all the pending or future bills and also to appropriate the entire deposit or any part thereof, against non-performance, losses, damages, costs, charges or expenses arising out of the service provider's performance or non-performance/ observance or non-observance of any of the terms and conditions of this Agreement. The decision of SSL as to the quantity, quality shall be final and binding for the service providers.
3. The Service provider agrees to meet any short fall in the amount of security deposit shall be recovered from Service provider's pending bills with SSL
4. If service provides fails to submit B/G within 15 days from the date of contract awarding. SSL reserve their right to cancel the contract.
5. In case the service provider is unable to execute the contract as per contractual term, BG shall be forfeited.

**J. EARNEST MONEY DEPOSIT:**

1. Bidders are advised to submit their offer along with EMD of Rs. 5, 00,000/- (Rupees. Five Lacs Only) by Demand Draft in favour of "Sesa Sterlite Limited", payable at Jharsuguda. The bidder hereby expressly represents that any demand draft submitted by them with Sesa Sterlite Limited has been drawn by them from their own account only.
2. SSL reserves the right to forfeit the entire EMD, if the successful bidder fails to execute the contract by the time line provided by SSL.
3. EMD shall be refunded after contract finalization. No interest is payable on this amount. In case of successful bidder, the EMD will be returned on receipt of security deposit in the form of Bank Guarantee / DD
4. Offer without EMD shall be outright rejected.

**K. PENALTY ON QUANTITY LAPSE:**

If any quantity gets lapsed, penalty amount shall be debited from service quantity account as per the following:

- MCL Coal Grade G11 to G 17: Penalty of Rs.400/- (Rupees Four Hundred) per ton coal will be debited from service provider account.
- MCL Coal Grade G1 to G10: Penalty of Rs.500/- (Rupees Five Hundred) per ton coal will be debited from service provider account.

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**L. SERVICE PROVIDER SCORE CARD :**

There is process of evaluating service providers score card on month to month basis. Any service providers score rating below 50% shall be viewed as non-performer and repetition of the same for consecutive 3 months may lead to termination of the contract.

**M. MANPOWER:-**

- I. The contractor shall employ & provide such qualified & experienced personnel as required to render the services
- II. The titles, agreed job description, minimum qualification & estimated periods of engagement in carrying out of service of each of the bidder's Key personnel shall be as per job requirement
- III. SEL is indemnified from any injury or loss of life to persons employed by you.

**N. RADIO-FREQUENCY IDENTIFICATION (RFID)/GPRS :**

Shortly SSL will implement the RFID /GPRS process in all the trucks coming from mines to Plant (SSL). In order to have smooth operation, service provider has to provide full co-ordination at all the possible ground. Equipment will be purchased by our own cost however service provider has to coordinate with union for necessary implementation of the process.

**O. PARALLEL CONTRACTS**

SSL reserves the rights 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 SSL finds that service provider fails to perform the services, SSL may appoint another service provider. However, the additional cost, EMD loss etc. incurred for all such services shall be recovered from the service provider and service provider shall be responsible for all consequences

**P. HIGH CAPACITY TRUCKS**

**Service Provider owning fleet of High Capacity Trucks above to 16 Mt shall be given preference**

**Q. GENERAL TERMS & CONDITIONS FOR TENDERER****STATUTORY COMPLIANCE**

The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land which interalia includes Central/State Labour laws and Regulations/Rules made there under including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, **OMPTS rule 2007 & subsequent amendment**, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The

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Service Provider shall also be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State Labour laws and Regulations/Rules made there under in respect of Workmen employed by them

**SERVICE PROVIDER'S WARRANTIES & REPRESENTATIONS**

The Service Provider hereby, warrants and represents that:

- I. The Services under this Service Order shall be strictly in accordance with the agreed terms.
- II. The Services to be provided under this Service Order shall not infringe any third party intellectual property rights.

**SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES**

- III. Neither this Service Order, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Service Provider without the prior permission of Purchaser.
- IV. All the Confidential information or data supplied by Purchaser to the Service Provider in connection with the service being provided by the Service Provider shall remain the property of Purchaser or its licensors. If the Confidential Information is disclosed by the Service Provider to an unauthorized third party, the Service Provider agrees to indemnify Purchaser from and against the same.
- V. You will ensure safe turnaround of trucks following the speed limits within SSL premises.
- VI. The sole responsibility of the performance of the sub-contractor rests with the Service Provider and the Service Provider shall be liable for any work done by their sub-contractor, agents, employees or officials. However, Purchaser reserves the right to claim damages and enforce rights on the sub-contractor solely or jointly with the Service Provider but such enforcement will not absolve the Service Provider from any liability.
- VII. Indemnify the Service Provider from and against all actions, suits and proceedings by the third party for the acts/omissions of the Service Provider and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which the Purchaser may be liable to pay, incur or sustain as a result of performance or non-performance, observance or non-observance by the Service Provider of any of the terms and conditions of this Service Order.
- VIII. If the Service Provider fails to provide the Services within agreed time, the Service Provider shall indemnify the Purchaser for all losses/ damages suffered by the Purchaser. The Purchaser shall be at liberty to avail the Services from any other supplier at risk and cost of Service provider.
- IX. Compliance with all the applicable laws and regulations and advise the Purchaser regarding, compliances, if any to be made by the Purchaser.
- X. Purchaser shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Service Provider or any security, all amount(s) which the Purchaser may be liable to

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pay, sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Service Order by the Service Provider.

**XI. ENTIRE AGREEMENT:**

- I. This Service Order and General Terms and Conditions constitute the entire Agreement between the Parties with respect to the subject matter hereof. It sets forth all intended
- II. Rights and obligations and supersedes any and all previous Agreements and understandings between them with respect to the subject matter hereof.
- III. To be effective, any modification of the terms and conditions of this Service Order shall be in writing and signed by authorised representatives of both Parties.
- IV. Notwithstanding the date of execution of this Service Order, the Supplier shall be liable for fulfilling its obligations under this Service Order within the time stated in this Service Order.

**FORCE MAJEURE**

- I. If any time during the continuance of this Service Order the performance in whole or in part by either Party or any obligation under this Agreement shall be prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, lightening, flood, explosion, epidemics, quarantine restrictions or any other event beyond the reasonable control of the Party concerned (hereinafter referred to as "the eventuality"), then notice of such eventuality shall be given by the affected Party to the other within fifteen (15) days from the date of occurrence thereof.
- II. If the performance in whole or part of any obligation under this Service Order is delayed by reason of any such eventuality for a period exceeding one (1) months, the parties shall meet and review in good faith the desirability and conditions of terminating this Service Order.

**TERMINATION**

- I. This Service Order shall be terminated by Purchaser without any prior notice and without any compensation under the following Circumstances:
  - a) Service Provider has becomes insolvent; or
  - b) Service Provider has been convicted of any crime which in Purchaser's reasonable judgment is likely to adversely affect the goodwill of Purchaser; or
  - c) Any failure by the Service Provider to comply with any of the provisions of the Service Order; or
  - d) Failure of Service Provider to provide services/deliverables as per agreed time schedule; or
  - e) Service Provider assigns the Service Order to any third party without the consent in writing of Purchaser; or

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- f) If any of the representations of the statements etc. made by the Service Provider in connection with this Service Order are incorrect or are found to be incorrect
- II. The termination by Service Provider for reason stated above shall be without prejudice to other remedies that are available to Service Provider under this Service Order and/or Law.

**WAIVER OF RIGHTS**

No forbearance, delay or influence by Purchaser in enforcing any of the provisions of this Service Order shall prejudice or restrict the rights of Purchaser nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for Purchaser is exclusive of any other right, power or remedy available to Purchaser and each right, power or remedy shall be cumulative. Any time concession or Indulgence granted or shown by Purchaser to the Service Provider as regards any of the terms of the Service Order will not prejudice Purchaser's rights under this Service Order.

**SEVERABILITY**

If any of the terms and conditions of this Service Order shall become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavour to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

**NOTICES**

All notices under this Service Order shall be in writing and in English Language. All notices be served, either by hand delivery or by send by the same by registered post 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.

**ARBITRATION & JURISDICTION**

- I. In the event of any dispute arising out of the performance or the interpretation of this Service Order, the Parties hereby agree to make every effort to reach an amicable settlement.
- II. Any dispute, controversy or claim arising out of or relating to this Service Order, or the breach, termination or invalidity thereof shall be settled by reference of dispute to Sole Arbitrator to be appointed by the Chief Executive Officer or the Managing Director or the President of the Purchaser. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Jharsuguda, Orissa. The language used in arbitral proceedings shall be English.

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III. This Service Order shall be construed in accordance with and governed by the laws of India. The parties hereby expressly submit themselves to exclusive jurisdiction of the courts in Jharsuguda, Orissa, India

**SUPPLIER CODE OF CONDUCT:**

This supplier code is applicable to all suppliers (suppliers here with suppliers /service providers /agents/ contractors/ consultants/ joint venture partners/third parties who have business relationship with Vedanta(Vedanta herein refers to the company and any it's any subsidiaries)

The suppliers

- I. Shall insure compliance to all government norms local & international on statutory compliance such as, environment protection, minimum wages, child labour, US foreign corrupt practice act, Anti-bribery, corruption, health and safety etc.
- II. Shall follow all environments, health and safety and other operational polices of the company while executing the work order this agreement /contract at plant site.
- III. Shall not take any recourse to any unethical behavior (implicit & explicit ) with any employee of Vedanta for the purpose of obtaining an order or any information that may result in a favorable financial impact more specifically
- IV. Shall not offer or accept bribe or use other means of obtaining undue or improper advantage no supplier or its representative or employees shall offer to any employee of Vedanta a kickback, favor, gratuity or anything of value to obtain favorable treatment or for the advance of Vedanta
- V. Shall not take any advantage of any family/Social/Political connection in obtaining favor with regard to any order. Merit shall be for the sole attribute for association with Vedanta
- VI. Shall not offer any gift & entertainment for the propose of obtaining an order or any undue favor (also refer the gift policy of Vedanta which is uploaded on company website
- VII. Shall forthwith report any unethical activity or discrimination if practiced by any Vedanta employee /other supplier as per Vedanta whistle blower policy (uploaded in the company website).
- VIII. Shall desist from unfair trade practice with your competitors who are also associated with Vedanta.
- IX. Shall protect/not in –fringe with any Vedanta intellectual property/information/tech-ology. This comes to your knowledge during the course of your business relationship /dealing with Vedanta.

**UK ANTI-BRIBERY ACT**

- I. The service provider or contractor shall comply with the anti-Bribery policy & corruption (AB&C) requirement as applicable to the them

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- II. The company SSL shall have a right to initiate" audit proceedings against the service provider/Contractor to verify compliance with Anti-Bribery and corruption (AB&C) requirements. Such audit may be carried out by the company or by the a reputed agency to be appointed by the company at the sole discretion of the company .The service provider or contractor shall extend full cooperation for smooth completion of the audit mention herein
- III. Notwithstanding anything in this contract ,the company shall have a right to terminate the contract forthwith in case ,it is found that the service provider has failed to comply with anti-bribery policy requirement as envisaged in the service provider code of conduct

**SAFETY COMPLIANCE**

- I. Service provider shall be responsible for & shall follow the safety rule under the provision of factory act 1948& odisha factory rule & Indian electricity safety rules amended up to date and other statutory safety rules and regulation in force during currency of the contract.
- II. Service provider shall provide all necessary safety gadgets like safety shoes, safety helmet, goggles, dust mask, ear plug etc. to all his employees .All PPE's should of ISI grade .Sub-standard PPEs will not be allowed to used .Neither service provider nor his employees will be permitted to enter factory premises without safety PPEs The service provider should ensure strict compliance on safety measures as adopted by SSL
- III. Ensuring safety and prevention of any accident /incident of the employees of the service provider will be sole responsibility of the service provider
- IV. Charges to wards any damage of the SSL equipment /material caused due to coal trucks will be deducted from your bill after assessment of our SSL in charge. The assessment of our engineer shall be final and binding for service provider
- V. The service provider vehicle entering in to factory premises must be comprehensively insured.
- VI. The service provider shall take all safety precaution and provide adequate supervision by competent person in order to do the job safely and without damage to plant, personal, equipment and the environment.

The following Safety rules have been strictly implemented for all coal trucks received inside SSL. Premises and that all service providers shall be required to adhere to them.

- i. Truck driver should have valid driving license. Cleaners/Helpers who do not possess proper driving license should not be allowed for driving. (All the coal trucks entering our plant are being checked for valid driving license. Entry of coal truck drivers who does not possess valid driving license will not be permitted inside).
- ii. Truck should be in good condition by all means for transportation of coal from mines to plant. Any broken/damaged trucks will not be permitted for unloading.
- iii. Two working head lights, rear lights and rear mirror should be in good working condition. Number plates to be available and Vehicle Registration number to be mentioned front and back side legibly in all coal trucks.

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- iv. All tyres of the trucks should be in good condition.
- v. Trucks should not speed limit of 20 KM per Hour inside the factory premises. Any rash driving shall be penalized on the spot.
- vi. No over loading of trucks shall be entertained.
- vii. No spillage of coal en route from mines to our plant shall be entertained.
- viii. All the general terms and conditions as per our work order should be complied fully.
- ix. NO drunk and Drive shall be entertained inside factory premises.
- x. Trucks used for coal transportation should have proper tarpaulin covers from mines till our Coal yard.
- xi. No overtaking of vehicles shall be permitted inside plant premises.
- xii. Reverse horn to be made available in Coal Truck.

**ANY NON COMPLIANCE TO ABOVE PENALTY WILL BE IMPOSED AS PER ROAD SAFETY POLICY**

**All the service provider must have to follow the ROAD SAFETY POLICY, In case it is found that there is a deviation with the above safety norms by the service providers/contractors then SSL has right to put the trucks at banned list and impose Penalty as decided by management.**

**PENALTY IN CASE OF FATALITY (Inside and outside plant premises)**

- I. Service provider shall be responsible for any fatality that happens through this contract inside plant premises. .Penalty of Rs 6,00,000/Fatality (Rupees Six Lacs) or higher amounts as per management discretion shall be imposed in such cases and shall be recovered from their running bills
- II. Such cases happened at Outside plant premises; service provider shall keep the owner indemnified from any liabilities on account of injury and / or loss of life of labour / personnel.

**WHISTLE BLOWER POLICY**

**Complaint and Investigation Procedures for Accounting, Internal Accounting Controls, Fraud or Auditing Matters**

**Complaints and the Investigation Procedures**

The following procedures have been adopted by the Audit Committee of Vedanta Aluminium Limited (the "Company") to govern the receipt, retention, and treatment of Complaints and to protect the confidentiality and anonymity of the stakeholders / employees / cases reported. These policies and

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procedures apply to and are available to all employees of the Company and all external stakeholders.

**POLICY**

Employees have the opportunity to submit / report „Complaints“ pertaining to the following areas such as:

- a) fraud (an act of willful misrepresentation which would affect the interests of the concerned) against investors, securities fraud, mail or wire fraud, bank fraud, or fraudulent statements to the Securities and Exchange Board of India (the “SEBI”), the U.S. Securities and Exchange Commission (the “SEC”), the relevant stock exchanges, any other relevant authority or members of the investing public.
- b) Violations of any rules and regulations applicable to the Company and related to accounting and auditing matters
- c) Intentional error or fraud in the preparation, review or audit of any financial statement of the Company
- d) any violations to the Company’s ethical business practices as specified in the Company’s Code of Conduct policy
- e) any other event which would affect the interests of the business

The company will protect the confidentiality and anonymity of the complainant to the fullest extent possible with an objective to conduct an adequate review. External stakeholders such as service providers, customers, business partners etc. have the opportunity to submit Complaints; however, the Company is not obligated to keep Complaints from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending Complaints / raising any matter to identify themselves instead of sending anonymous Complaints as it will assist in an effective complaint review process.

Post review, if the complaint is found to be have been made with mala fide intention, stringent action will be taken against the complainant. We encourage employees to report genuine Complaints and those submitted in true faith

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**Date:**



## PROCEDURES

### Receipts of 'Complaints'

All the Complaints under this policy should be reported to the Group Head – Management Assurance, who is independent of operating management and businesses. The contact details are as follows:

Group Head – Management Assurance,

Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

Tel No. +91- 22 – 66461000

Fax No. +91- 22 – 6646145

Complaints can also be sent to the designated E-Mail ID: [siil.whistleblower@vedanta.co.in](mailto:siil.whistleblower@vedanta.co.in) the custodian of which is Group Head – Management Assurance. If a complaint is received by any other executive of the company, the same should be forwarded to the Group Head – Management Assurance at the above address.

### Amendment to the policy



The Company reserves its right to amend or modify this Policy in whole or in part, at any time without assigning any reason whatsoever and the same will be posted on the company website.

In the event of failure of the service provider to unconditionally accept all the terms and conditions of this work order, SSL shall have the right to withdraw this work order without any liability towards the service provider in any manner whatsoever.

**Signature of Tenderer:**

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**Annexure -1**

PRICE BID  
(In sealed cover)

1. NAME OF TENDERER :
2. ADDRESS OF TENDERER:
  
3. OWNERSHIP STATUS OF THE TENDERER:
4. NAME OF PERSON /OFFICIAL:  
(with designation ) authorized to submit price bid
  
5. AMOUNT OF EMD:  
(As per tender)
  
6. DATE OF OPENING OF TENDER:  
(As per tender notice)
  
7. MINIMUM QUANTITY OFFERED AND TRANSPORTAION RATE

Quotation of rates for 1 year

MINE	Transportation Cost (Rs/Mt)					
	IPP			CPP		
	Union Rate	Premium	Total	Union Rate	Premium	Total
Lakhanpur						
Samleswari						
Belpahar						
HBI						
Lilari						
Lajkura						
HRC						
Orien-2						
Orient-3						
Orient-4						
Kulda						
Basundhara						

SIGNATURE OF TENDERER WITH SEAL

**Signature of Tenderer:**

**Seal:**

**Date:**

**Annexure-II (Quality Clause):**

The below mention GCV band for the respective mines will be applicable for both CPP & IPP

The GCV accounting will be based on "As Received Basis (ARB)"

Mine	Guaranteed GCV	Bonus(On Pro Rata)	Penalty(On Pro rata)
Belpahar	2800-2900	Rs 5 per 100 GCV increase on pro rata basis above 2900Kcal/Kg & will be fixed Rs 20 @ 3300 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2800Kcal/Kg & will be fixed Rs 20 @ 2400 Kcal/Kg
Lilari	2800-2900	Rs 5 per 100 GCV increase on pro rata basis above 2900Kcal/Kg & will be fixed Rs 20 @ 3300 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2800Kcal/Kg & will be fixed Rs 20 @ 2400 Kcal/Kg
HBI	2800-2900	Rs 5 per 100 GCV increase on pro rata basis above 2900Kcal/Kg & will be fixed Rs 20 @ 3300 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2800Kcal/Kg & will be fixed Rs 20 @ 2400 Kcal/Kg
Lakhanpur	2800-2900	Rs 5 per 100 GCV increase on pro rata basis above 2900Kcal/Kg & will be fixed Rs 20 @ 3300 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2800Kcal/Kg & will be fixed Rs 20 @ 2400 Kcal/Kg
Samleswari	2700-2800	Rs 5 per 100 GCV increase on pro rata basis above 2800Kcal/Kg & will be fixed Rs 20 @ 3200 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2700Kcal/Kg & will be fixed Rs 20 @ 2300 Kcal/Kg
Orient-4	2900-3100	Rs 5 per 100 GCV increase on pro rata basis above 3100Kcal/Kg & will be fixed Rs 20 @ 3500 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2900Kcal/Kg & will be fixed Rs 20 @ 2500 Kcal/Kg
Orient-2	2900-3100	Rs 5 per 100 GCV increase on pro rata basis above 3100Kcal/Kg & will be fixed Rs 20 @ 3500 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2900Kcal/Kg & will be fixed Rs 20 @ 2500 Kcal/Kg
Orient-3	3100-3500	Rs 5 per 100 GCV increase on pro rata basis above 3500Kcal/Kg & will be fixed Rs 20 @ 3900 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 3100Kcal/Kg & will be fixed Rs 20 @ 2700 Kcal/Kg
Lajkura	2800-2900	Rs 5 per 100 GCV increase on pro rata basis above 2900Kcal/Kg & will be fixed Rs 20 @ 3300 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2800Kcal/Kg & will be fixed Rs 20 @ 2400 Kcal/Kg
HRC	2800-2900	Rs 5 per 100 GCV increase on pro rata basis above 2900Kcal/Kg & will be fixed Rs 20 @ 3300 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2800Kcal/Kg & will be fixed Rs 20 @ 2400 Kcal/Kg
Kulda	2700-2800	Rs 5 per 100 GCV increase on pro rata basis above 2800Kcal/Kg & will be fixed Rs 20 @ 3200 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2700Kcal/Kg & will be fixed Rs 20 @ 2300 Kcal/Kg
Basundhara	2800-2900	Rs 5 per 100 GCV increase on pro rata basis above 2900Kcal/Kg & will be fixed Rs 20 @ 3300 Kcal/Kg	Rs 5 per 100 GCV decrease on pro rata basis below 2800Kcal/Kg & will be fixed Rs 20 @ 2400 Kcal/Kg

The above GCV band shall be remain same for the contract period.

Note: For making of payment in case of Bonus, pro rata calculation will be apply.

**Signature of Tenderer:**

**Seal:**

**Date:**

**ANNEXURE –III**

**(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)

. Name of the Firm and IBA No's: \_\_\_\_\_

\_\_\_\_\_

1. 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) \_\_\_\_\_

5. Locations (other than HO):

Offices Address:

\_\_\_\_\_

\_\_\_\_\_

Warehouses:

**Signature of Tenderer:**

**Seal:**

**Date:**

6. 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 : \_\_\_\_\_



**7. Directors / Promoters :**

Name : 1) \_\_\_\_\_ 2) \_\_\_\_\_

Age : \_\_\_\_\_

Qualification \_\_\_\_\_

Years of Experience: \_\_\_\_\_

in this Business

Name: 1) \_\_\_\_\_ 2) \_\_\_\_\_

Age: \_\_\_\_\_

Qualification \_\_\_\_\_

Years of Experience: \_\_\_\_\_

**Signature of Tenderer:**

**Seal:**

**Date:**

in this Business

8. . Type of Logistic Business

FTL (Solids/Liquids) : \_\_\_\_\_

LTL : \_\_\_\_\_

Parcel Service : \_\_\_\_\_

Warehousing/ C& F : \_\_\_\_\_

9. Staff Strength

Managerial: \_\_\_\_\_

Supervisory: \_\_\_\_\_

Indirect / Contracted: \_\_\_\_\_

10. Material Handling Infrastructure

	Own Fleet No's	Hired Fleet No's
Trucks (15 MT)		
Hyva/Tipper		
Multi axle trucks		

11. Financials:  
(Give Figures in Lacs)

	2011-12	2012-13	2013-14
Freight Turnover			
Net Profit			
Net Worth			
Capital Employed			

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

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

**Signature of Tenderer:**

**Seal:**

**Date:**


13. Client Reference: 1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

14. Relationship with the Vedanta Group

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. Self-Declaration:

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

\_\_\_\_\_



**Signature of Tenderer:**

**Seal:**

**Date:**