

GENERAL TERMS & CONDITIONS OF TENDER

1.0 Interpretation

- 1.1 **Vedanta Ltd**, shall be hereinafter referred to as "Seller" and the successful tenderer (i.e. the tenderer in whose favour the contract may be awarded) shall be hereinafter referred to as the 'Buyer'.
- 1.2 These General Terms and Conditions are in addition to Special Terms and Conditions (if any), of the relevant tender and shall form integral part of the Terms and Conditions of the tender in so far as it has not been altered or modified by the Special Terms and Conditions. In case of any conflict between any of the provisions of General Terms and Conditions and Special Terms and Conditions if any, the provisions of the Special Terms and Conditions shall prevail.
- 1.3 Any offer of the tenderer not conforming to the terms and Conditions of tender, may be ejected at the time of opening of the tender or later at the sole discretion of Seller without any further reference or notice to the tenderer.
- 1.4 Once the offer/tender document of the tenderer is mailed to tutenders@vedanta.co.in for this purpose, no amendment whatsoever in whatever manner shall be acceptable to Seller. If same is found during the process it shall be ignored and kept aside. However in case the tender is postponed by Seller then the Tenderer can amend his tender /quotation by mailing it before the revised cutoff date.
- 1.5 Each lot when accepted shall be treated as a separate contract.
- 1.6 Unless until specified in special Terms & Conditions of the Tender the Validity of the offers submitted by tenderers shall be kept open for 60 (sixty) days from the cutoff date.
- 1.7 The tenderers are required to submit their quotations only in the prescribed format provided for the purpose. Any quotation/conditions written/found written other than the prescribed format will be ignored. The decision of Seller in this regard shall be final and binding on the tenderer.
- 1.8 Wherever the quantity is specified in Unit basis in the tender but the tenderer quotes the price on lumpsum/lot basis the quantity for delivery shall be restricted to the quantity specified in the tender document. However if the quantity terms out to be less than the quantity specified herein then the buyer shall have to lift the material without any complaint and therefore no complaint on short delivery shall be entertained under any circumstances.
- 1.9 Unless and otherwise specified/clarified against particular lot(s)/material, all the materials projected for sale under subject tender are to be treated as scrap/obsolete/unserviceable.

2.0 INSPECTION

- 2.1 The material to be quoted for may be inspected at the seller's site by prior appointment with the concerned Department of the seller and by observing the entry procedure in the Works of the seller. The discretion to allow any person to inspect the stores would rest solely with the seller.
- 2.2 The material quoted for may be inspected at the appropriate site(s) as indicated in the Scheduled Rate(s) and the Tenderer should thoroughly satisfy themselves about the nature, condition, quantity and quality of the materials and working conditions. Seller give no guarantee or warranty as to the condition of the material or its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, quantity and condition/fitness for use shall be entertained by Seller.

3.0 QUALITY AND QUANTITY

- 3.1 The goods will be sold on "As-is-where-is" and "No Complaint" basis so far as the physical/chemical condition(s) of the same is/are concerned. The Tenderer(s) will, therefore, be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions, chemical/composition/purity/quality etc. by inspecting the material before submitting their tender and no complaint or claim in this regard, will be entertained by seller after submission of the Tender. The Seller does not guarantee the chemical composition/purity/quality etc. of the materials and the composition/purity etc. of the materials if indicated in the tender documents purely indicative and without any guarantee.
- 3.2 Tenderers may quote for all or any of the lots mentioned in the Schedule of Rates, but no quotation for part quantity of material in any particular lot will be accepted. Separate Earnest Money shall be payable for each material quoted for.
- 3.3 Where the goods are sold on "lot" basis and not by unit "weight/number" basis the entire material lying in the lot will have to be lifted by the buyer(s) so as to clear the entire lot. The quantity, if indicated against the respective lots, is purely indicative and Seller shall not entertain any claim/complaint from the buyer(s) for any deficiency in quality/quantity/size/dimension or for refund of the whole or any part of the purchase money or loss of profit or interest damages or otherwise.
- 3.4 Where the goods are sold by unit i.e. weight or number and not on the basis of "lot", the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out to be more or less than the indicated quantity. In case of the actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the buyer(s), the buyer(s) shall not be entitled to claim any damages, loss of interest or compensation or any other account, but shall be entitled to proportionate refund only.
- 3.5 Where there are items of more than one classification of any form in any lot and the tenderer

quoted in lump sum for the entire lot instead of quoting in units per item, then no refund of any kind shall be entertained by seller, if the quantity whatever mentioned in the tender turns out to be less at the time of delivery. However, if the quantity turns out to be more than the tendered quantity, then the delivery of materials shall be limited to tendered quantity only.

- 3.6 Seller reserves the right to accept or withdraw from sale the materials offered for sale in full or part thereof prior to or after the acceptance of the Tender without assigning any reason whatsoever.
- 3.7 Seller reserves the right to accept or reject the highest tender without assigning any reason and the contract of any or all lots may be allotted by Seller to one or more than one tenderer as seller may deem fit and no claim/complaint in this regard will be entertained by Seller.

4.0 MODE OF SUBMISSION OF TENDER

4.1 All tenders must be submitted only in prescribed form and mailed to tutenders@vedanta.co.in mentioning the reference numbers of Tender Enquiry and the date of Tender.

4.2 The Tenderers should also courier the the following documents :-

(a) Demand Draft/Pay Order towards Earnest Money in the manner indicated in the Terms & Conditions of Tender attached herewith as well as stipulations made hereunder.

(b) The Special as well as General Terms & Conditions of Tender, both duly signed by the Tenderer in token of having accepted the same in toto.

(c) Cover Page of the Tender after duly filling up and signing the Declaration Form.

(d) Any other document(s) as may be prescribed in STC.

NOTE (i) The person signing the Schedule of Rate(s) will be deemed to be the only authorised representative of the Tenderer for any or all transactions with Seller and Principal in connection with this Tender. For any transactions of this Tender by any other representative, other than the above mentioned signatory, should have the letter of authorisation issued by the aforesaid signatory attesting therein the signature of the fresh representative. Seller shall not be responsible for any misuse of letter head, signatures of the tenderer by any person who claims to be signatory to the tender document hence Seller shall be deemed to be indemnified in such consequences.

(ii) All rates and prices in the Tender should be quoted both in figures and in words. Should there be any variation between the rates indicated in figure and words, the higher of the two shall be considered by seller, whose decision in this regard shall be final and binding on the tenderer.

- 4.3 No Telex/Telegraphic/Fax quotation will be accepted.
- 4.4 Tenderers sending their tenders by mail/courier/post will do so solely at their own risk and Seller will not be responsible for any loss in transit or postal delay or received at such office/Deptt. of Seller.
- 4.5 Tenders which are not complete in all respect and/or not supported by the documents as mentioned in Clause 2.2 or with qualifying condition or with conditions at variance with Special as well as General Terms & Conditions of Tender, are liable to be rejected at the sole discretion of seller.
- 4.6 Any type of condition and combined offers/quotations/tenders will be liable to be rejected at the sole discretion of Seller.
- 4.7 The rate quoted in all cases should be exclusive of all statutory duties, levies or taxes.

5.0 EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

- 5.1 Tender quotations submitted without any EMD shall be rejected summarily and therefore, shall be treated as "NOT READ".
- 5.2 Unless otherwise specified in special Terms & Conditions or along side the Material list, the tender shall be accompanied with Earnest Money Deposit hereinafter referred to as EMD payable @ not less than 10% of the quoted material value by way of Demand Draft/Pay Order on any scheduled bank drawn in favour of Vedanta Limited and payable at Tuticorin. No interest is payable on EMD.
 - 5.2.1 For the purpose of calculation of EMD, no taxes or duties need to be counted.
- 5.3 In case the EMD submitted falls short of the amount arrived at by calculating the requisite percentage of the aggregate quoted sale value (excluding taxes and duties) for all the items/lots quoted by a Tenderer, Seller on its sole discretion reserve the right to either summarily reject the offer, or appropriate the EMD actually submitted against all those lots for which the Tenderer's offer is highest (henceforth mentioned as H-1); or in case EMD submitted falls short, but not less than 90% of the requisite EMD calculating the requisite percentage of the aggregate quoted sale value. Seller on its sole discretion reserves the right to ask the tenderer to recoup the short fall within 7(seven) days and upon failure of the tenderer to do so, forfeit the EMD already paid by the Tenderer without further reference and also take action with regard to the remaining offers as may be deemed fit.
- 5.4 Unless otherwise notified, EMD in any other form, for example cheque (including cheque made 'Good for Payment' by any Bank), Bank Guarantee, Bid Bonds, Call Deposits, etc. will not be acceptable to seller. Similarly, any request to recoup EMD from Tenderer's pending bills or for adjustment of the same from previous EMD/Security Deposit (hereinafter called as SD), if any, or from any other amount lying with Seller shall not be entertained.

- 5.5 In case of unsuccessful Tenderers, the EMD will be refunded after the expiry of the offer or even earlier at the discretion of seller. No interest shall be paid on such refunds by seller.
- 5.6 In case a tender is accepted, such acceptance will be communicated by seller by way of Sale Order/Acceptance Letter and the contract for sale shall stand concluded from the date of issue of such Acceptance Letter. Seller shall not be responsible for the delay made by postal authority/courier agency in delivery of the Acceptance Letter.
- 5.7 In case Tender is accepted as per payment terms stipulated in the GTC and/or in the STC, the EMD deposited by such Tenderers against each accepted quotation shall be automatically converted into Security Deposit (hereinafter referred to as 'SD') while issuing Sale Order/Acceptance Letters. In case the tender is accepted and the Tenderer(s)/Buyer(s) refuse(s)/fail(s) to make further financial arrangements towards the full value of materials and/or taxes/duties and/or any other financial arrangements as stipulated in these General as well as Special Terms & Conditions of the Tender, the SD obtained on conversion of EMD against the particular accepted lot(s) shall be forfeited without any prejudice to the Rights of seller to claim such further damages in this regard without further reference to the Tenderer(s)/ Buyer(s). In case, the Tenderer(s) wish(es) to withdraw his offer before the expiry of the validity period of the offer, then the EMD shall be forfeited without further reference to the tenderer.
- 5.8 No interest is payable by seller on the SD. same can be adjusted at the last shipment of the material. In the event of the Highest Bidder (H1), not interested to lift the material the Company reserves the right to contact the Second or Third Highest Bidders (H2 / H3) who will have to remit the EMD & Security deposit (SD) within the stipulated time of 3 working days of intimation from Seller. The H1 will have no further claim to the transaction & Security deposit and the EMD will be forfeited..

6.0 PAYMENT

- 6.1 The material value of each lot accepted along with all taxes and duties must be paid by the buyer(s) as stipulated in STC/Letter of Acceptance.
- 6.2 Wherever the Tenderer is allowed/required to pay the material value in instalments, the payment should be made strictly as prescribed in the STC of the Tender or as directed in the Acceptance Letter.
- 6.3 Tenderers desirous of availing Central/State Sales Tax and/or Excise Duties concession as permitted must submit the appropriate Central/State Sales Tax/Excise Duty Declaration Form duly certified by the concerned authority along with payment for that instalment/full value, as the case may be, failing which they must deposit the full amount of Sales Tax/Excise Duty, etc.
- 6.4 No payment of Sale Value will be accepted without the payment of due Sales Tax/Excise Duty and/or submission of Declaration Form, as the case may be.

7.0 GST/VAT/SALES TAX, EXCISE DUTIES AND LEVIES

- 7.1 All taxes including GST/VAT/Sales Tax or other Levies entailing on the transaction under any provincial, local or central statute in force for the time being or enforced hereinafter, having its impact on the transaction, will be to the tenderers account and shall be deposited by him along with cost of the material.
- 7.2 The material to be purchased by tenderers shall be subject to all such duties(including Excise Duty) as may be applicable from time to time and the same shall have to be borne by the buyer(s).
- 7.3 Whatever rate of Excise Duty, GST/VAT/Sales Tax, other Levies etc. if any assessed and applicable on the date of actual removal/lifting of material shall be paid by the buyer(s).
- 7.4 The buyer(s) will be responsible to comply with provisions of the Central and State Excise and Sales/VAT/GST Act, and the Sales Tax/VAT/GST Act of concerned State and the rules framed thereunder and also by the order or instruction issued in this behalf by the appropriate authority.
- 7.5 In the event of any dispute with regard to Excise Duty and Central Excise Authority levying additional charges such duty/charges shall be payable by the buyer(s). Any penalty imposed by Excise Authorities for non-observance of excise procedure by the buyer(s), shall also be borne by them.
- 7.6 (Applicable only where Principal is registered with concerned Sales Tax Deptt.)

Tenderer wishing to avail of sales tax concession against forms, wherever. VAT is not implemented, may note the following points :

- 7.6.1 Every declaration form should contain registration number of the dealer.
- 7.6.2 Sales tax declaration form should be properly & fully filled up by dealer legibly without any cutting/over writings.
- 7.6.3 The declaration form should contain P.O. number duly filled up by Sales tax authority.
- 7.6.4 The signature in the declaration form should match that on the sales tax registration certificate of the dealer.
- 7.6.5 Registration certificate should be produced ~~as and when demanded by Seller~~
- 7.6.6 Items for which sales tax declaration form is issued be covered by the regn. certificate. Items should be clearly mentioned on the form.

7.6.7 Sales tax form complete in all respects as above should be submitted along with the material value payment. Any delay in submission of the same will not be accepted and full tax is to be deposited in such cases.

8.0 DEFAULT IN PAYMENT BY THE BUYER

8.1 In case of default in payment within the time limits specified in the STC of Tender, the contract shall be deemed to be cancelled and the Security Deposit shall stand for forfeited without any further reference to the buyer. Seller, however, without prejudice to their right, may extend the payment time with additional charges @ 1% per week or part thereof on the due amount for the period of delay. However, Seller reserves the right not to accept the payment with or without the additional charges after the expiry of the time limit specified in

Acceptance Letter or even within the aforesaid period extended at Seller's sole discretion and in such event the sale of the lot will be automatically cancelled and the Earnest Money (security deposit will stand forfeited without further reference to buyer) and in addition the terms of clause 12 hereinafter may apply at the discretion of Seller.

9.0 DELIVERY

9.1 The buyer(s) shall lift the full material lying in the lot quoted for by employing their own labour and transport at their own risk and cost from the area allotted to them with the time stipulated in the STC of Tender or within such time as may be specified in the Delivery Order. The buyer(s) shall lift the material only from the lot/site/space as may be earmarked/demarcated by the seller from time to time which should be final and binding on the buyer(s) and they shall observe the rules and regulations and working hours as may be fixed by the seller. The buyer(s) can and shall approach the seller for lifting of material only after fulfilling the provisions of advance payments and issue of Delivery Order by the competent authority. Lifting will not be allowed on Weekly Holidays and Closed Holidays observed by the seller.

9.2 The material have to be removed on "As-is-where-is basis" at buyer's own cost. No processing before removal from seller's premises will be permitted. Certain processing which at the sole discretion of seller may be allowed only for convenient transportation. However, any/all equipments like, dozer, gas, power, lifting equipments etc. required for removal of materials have to be arranged by the buyer at their own cost and seller will not be anyway be responsible for making any such provision. The use of such equipments in Seller's premises should have prior permission of the seller.

9.3 The location where the lot or lots of material are normally stacked are one of the areas of active work. Under no circumstances shall the operation of the buyer(s) interrupt/interfere

with the normal operation of the seller nor interfere, obstruct or foul with any of seller's plant/installation located in the vicinity of that site.

- 9.4 If any damages or loss is caused by men, materials or property of the Seller or even if any claim arises against seller by reasons of any act of commission or negligence on the part of the buyer(s) or on the part of their agents, representatives or Employees. Seller shall be entitled to recover such losses or damages or claim as may be ascertained by seller (which ascertainment shall be final and binding on buyer(s) from any amount due to the buyer(s) including the advances made/to be made by the buyer(s) as the Earnest Money/Security Deposit, as the case may be) without prejudice to seller rights to take further action under the Contract as well as to recover such losses, damages or claim from any other money due or becoming due under any other transaction with Seller or from the buyer(s) directly.
- 9.5 The buyer(s) shall follow the seller's procedure in regard to issue of Gate Passes for taking the materials out of the seller's premises. The buyer(s) shall use for the above purpose only such truck/vehicle/crane having "Area Passes" issued by the seller or by any other statutory authority, if and where such system prevails.
- 9.6 All the motor trucks/trailors/cranes and other material handling equipment of the buyer(s) shall be duly registered, taxes paid properly and otherwise properly maintained in accordance with Motor Vehicles Act or Rule or other Acts, Rules in force.
- 9.7 The seller shall allow a reasonable number of the buyer's authorised representatives/workmen/trucks at the sole discretion of the seller for entering into the Works Site for the purpose of removal and transportation of the materials. The seller shall have the right to ban entry of any of the buyer's representative, worker, truck at the sole discretion of the seller without assigning any reason.
- 9.8 The buyer(s) will have to fulfil the relevant provision of safety and security rules of the seller(s) and shall have to be governed by the rules under Factories Act and any other statutory Act, Law, Rule prevailing from time to time in respect of themselves and their representatives, workmen and equipments. The buyer(s) shall provide Safety Equipment and appliances to their workmen at their own cost.
- 9.9 The buyer(s) shall be fully responsible for the acts of their representatives/workers and shall fully indemnify seller for loss or damages, if any, sustained by seller. The seller will not be responsible for any claim from labour employed by the buyer(s). The buyer(s) shall wholly and fully be responsible for such claim for compensation either for accident or injury, death or damage caused to their employees/ transport or to any of the seller's employees or to others or to seller's property, during the operation of the buyer(s).
- 9.10 The buyer or any of their representatives/workers/agents shall not indulge in any activity which is directly or indirectly prejudicial to seller's interest or shall not commit any acts of misappropriation, pilferage or abetting misappropriation or pilferage of seller's property, or

any attempt thereof, offer or attempt to offer illegal gratification including offering bribe, reward or advantage etc. pecuniary or otherwise to any office or employee of seller indulge in any malpractice namely, but not limited to forgery, falsification or fabrication of documents, bills, vouchers, indents, etc. in support of any claim against seller or any reduction of any liability or in connection with the work of seller, or indulge in any other act, which amounts to an offence punishable under the Indian Penal Code or any other enactment.

- 9.11 The buyer(s) shall abide by the Centre, State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the buyer(s) to provide necessary insurance cover to their workers/labourers as may be required under the law.

10.0 DEFAULT IN LIFTING BY THE BUYER

- 10.1 In case of any default in lifting the materials by the buyer(s) within the time limits specified in the STC of Tender, the outstanding material may be lifted within 14(fourteen) days from ~~the due date, subject to pa~~ payment of ground rent @ 1% per week or part thereof (2% per day for Defence Units) for the period of delay beyond the specified free delivery period.

- 10.2 In case of goods sold on lot basis, the ground rent will be payable @1% per week (@2% per day for Defence Units) or part thereof on the value of the entire lot even if lifted in part, where in case of goods sold on unit weight and/or number basis, the ground rent will be @1% per week (2% per day for Defence Units) on the value of unlifted quantity which, however, shall be at the sole discretion of the seller not to allow the buyer(s) to lift the material with or without the ground rent after the expiry of stipulated free delivery period or even within the aforesaid additional period of 14(fourteen) days and in such event the sale ~~of the material not lifted by the buyer(s) will be aut~~omatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited and in addition, the terms of Clause 12 hereinafter will be applicable.

11.0 PERIOD OF CONTRACT

- 11.1 The period of contract will be as specified in the STC of Tender. Unless the materials are lifted within the stipulated time, the contract for the quantity not lifted within the stipulated time shall be deemed to have been cancelled and seller shall be at liberty to dispose them of without prejudice to its rights against the buyer(s). If further material is left in the area allotted to the buyer(s) after the period of contract, seller may at its sole discretion give the extension of time to the buyer(s) to complete the contract in all respect and the buyer(s) shall remove the materials during the extended period.

12.0 TERMINATION OF CONTRACT/RISK PURCHASE

- 12.1 In the event of Tenderer's failure to fulfil any of the Tender obligation including non-lifting of the contractual materials under the Agreement. seller's decision in regard to tenderer's failure being final and binding on the Tenderer. seller shall have the full liberty to do any or all of the following :-

Cancel the contract with immediate effect for the materials under the contract not taken delivery of by the tenderers as on that date in which case, the Security Deposit and to the Earnest Money (as the case may be) shall stand forfeited.

AND/OR

Retain and/or adjust/recover from tenderers any amount lying with seller to the Tenderer's

credit either under this Contract or any other Contract or which may at any time become payable/refundable to tenderer either under this Contract or any other Contract the amount of losses or damages or claim that might be incurred by seller selling the material under the Contract not taken delivery of at Tenderer's risks and costs.

Even after such recovery/adjustment by seller from Tenderers any amount as mentioned above lying with seller, if any further amount is still found payable/refundable by the tenderer, he shall pay the same to seller on demand without any objection or demur. The decision of seller in this regard to the actual losses incurred by seller including the reasonableness of the rate at which seller may sell the material shall be final and binding on the Tenderer, provided if no loss is incurred by seller, the Tenderer shall not be entitled to the refund of the amount retained by way of advance payment towards the undelivered stores without any interest thereon but not any other amount.

13.0 FORCE MAJEURE

13.1 Seller shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, demands or otherwise or any other causes or conditions beyond the control of aforesaid causes or not the existence of such cause or consequences may operate at the sole discretion of seller to extend the time of performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

14.0 ARBITRATION

14.1 "Any dispute/s or difference/s whatsoever arising between the parties viz., the Seller, the Tenderer / Buyer and seller out of or relating to the construction, meaning, scope, operation or effect of this Tender/Contract or the validity or the breach thereof shall be settled by arbitration of a Sole Arbitrator to be appointed by the Head of Office, by whatever name

called, of the Seller. The Arbitrator so appointed shall not be a person who had dealt with the matter/s in dispute. The provisions of the Arbitration & Conciliation Act, 1996 and the Rules framed thereunder or any amendment thereto shall apply to such arbitral proceedings. The award passed by such Sole Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be Tuticorin. The costs & expenses of such arbitration shall be borne equally by the parties.

Subject to the above, legal proceeding, if any, arising out of this Tender / Contract shall be triable only by appropriate Civil Court in Chennai only, to the exclusion of all other courts".

15.0 GENERAL

- 15.1 It should be noted by the tenderer(s) that by entering into similar Contracts with any one else of their choice at any time during the subsistence of this Contract.
- 15.2 Seller shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated, Addendum so issued shall form a part of original invitation to tender.
- 15.3 In case offer is not accepted, the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the tenderers through or in connection with the submission of the offer event through seller may elect to withdraw the invitation of tender. Should all invitation to tender be withdrawn or cancelled by seller, which shall have the right to do at any time, the Earnest Money paid by the tenderers with the tender will be refunded to them in due course without interest.
- 15.4 The tenderers shall have no right to issue addendum to tender documents to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.
- 15.5 Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and in words. Tenders containing over-written on revised rates are liable to be rejected. Should there be any variation between the rates indicated in figures and words, the higher of the two shall be considered. However, the decision to accept/reject such offer by seller shall be final and binding on the tenderer.
- 15.6 The tenderer should note that the above GTC are in addition to the STC of Tender which form an integral part of the GTC of Tender insofar as the GTC of Tender may be altered by the STC of Tender.
- 15.7 Intending tenderer(s) may obtain any clarification before dropping the offer/quotations in the tender box. Submission of tender implies that the tenderer(s) has obtained all the clarifications required and that he has agreed to all GTC herein specified as well as STC of Tender, if any.

- 16.0 Tenderer(s) must ensure the following while submitting the tender :
- A) THAT EVERY PAGE OF TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER.
 - B) THAT IN ALL CASES, RATE(S) QUOTED AGAINST INDIVIDUAL ITEM/LOT IS/ ARE INVARIABLY QUOTED IN FIGURES AS WELL AS IN WORDS.
 - C) THAT ALL ALTERATIONS, ERASURES AND/OR OVER-WRITINGS, IF ANY, IN THE SCHEDULE OF RATE(S) ARE DULY AUTHENTICATED BY TENDERER'S SIGNATURE.
- 17.0 Unless otherwise stipulated against any particular item/material/lot put up for sale in the tender documents, the materials shall not be exported by the buyer outside the territory of India and the buyer shall have to submit an Undertaking to this effect to seller; such Undertaking will be in favour of the President of India and will have to be submitted with seller along with the payment towards material value as per Clause 13.0 of the STC of Tender. In case of any failure on the part of the buyer to submit such an Undertaking with the stipulated time, the sale will be deemed not to have been accepted by the Seller and the sale will stand automatically cancelled without any further reference to the party.
- 18.0 Tenderer should state whether he is a relative of any employee of seller, or Tenderer is a Firm in which employee of seller or his relatives are members or Director(s).
- 19.0 In order to afford reasonable protection to the interests of the tenderers, the tenderer must legibly indicate in the appropriate space provided for in the Tender Documents the Banking Account No. and the name of the Bank and the Branch where such Account is held by the tenderer which information can be used for the purpose of refund/return, if any of the Earnest Money Deposit/Security Deposit of the tenderer. Seller shall not be responsible in any way whatsoever for any loss and/or delay and/or miscarriage/ misplacement of such refund cheque in transit which will normally be sent to the tenderer under registered post.
- 19.1 For return of Demand Draft/Pay Order to an unsuccessful tenderer without being negotiated, the name & address of the tenderer should be written or stamped at the back of the Demand Draft/Pay Order. Should the same DD/PO be reused for EMD for any other tender, then the only party whose name and address is written at the back of such DD/PO shall be authorised to do so and in all other cases DD/PO will not be accepted as EMD.

Delivery

- 19.2 On receipt of full Sale Value along with applicable ED / VAT / Sales Tax/TCS & other Charges

by the Seller, the Seller will issue final Sale/ Delivery / Release Order to the Buyer thereby enabling him to lift the materials within 10 working days.

- 19.3 Lifting of materials will be allowed only between 10:00 A.M. To 4:00 P.M. on all working days. The goods should be collected before 4.P.M. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.
- 19.4 In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 19.5 If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited and the un-lifted portion of the assets may be removed at the risk and cost of the buyer.
- 19.6 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.
- 19.7 Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.
- 19.8 The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses.
- 19.9 It will be successful purchaser's responsibility to weigh the empty Truck at the weighbridge and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- 19.10 Should the original purchaser wish to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.
- 19.11 Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 19.12 Resale will not be recognized. The purchaser shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be effected

by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.

- 19.13 Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- 19.14 While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or May stop delivery of the material till payment is made.
- 19.15 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.
- 19.16 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
- 19.17 All contract staff (workers) & supervisors have to strictly wear safety shoes (no other type of shoe should be allowed). All persons working at height (above 2 mtrs) should go to Occupational Health Center and check for height phobia and get certified for the same from the doctor. Without this valid certificate should not be allowed labours on truck for loading of the scrap materials.
- 19.18 The Buyer shall responsible to ensure that their employees follow safety regulations and as per Seller stipulations and other statutory regulations. Buyer shall ensure that all his workmen on site use safety belts, gloves, helmets, masks, Safety Shoes, Goggles etc., as necessary for their safety. (The Contract workmen will not be permitted inside the factory premises without Safety Shoes, Helmet, Gloves & Goggles). The buyer shall be responsible to secure

compliance's with all Central and State laws as well as the rules, regulations, bye-law / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. The buyer shall make good at his own cost, any damage to the property of anybody, persons, local authorities etc due to or arising from his operations involved under this order.

- 19.19 Sellers Authorised Weighbridge weighment will be final and binding. Truck will be allowed to load only the passing load no overloading is permitted.
- 19.20 Removal of Materials :
- 19.21 It will be successful purchaser's responsibility to weigh the empty truck at the weighbridge and produce the necessary weigh certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- 19.22 In order to facilitate the Company to complete the transaction before 4.00 P.M. The goods should be collected before 3.30 P.M. on any working day with prior appointment with the concerned Department within the stipulated delivery days.
- 19.23 Should the original purchaser wish to take delivery of the scrap material through a representative, he must authorize the latter by a letter of authority or continuing authority which shall be presented to the officer concerned. The officer concerned may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the purchaser and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.
- 19.24 The Purchaser at his own cost should arrange necessary Gas cylinders and tools. LPG will not be permitted to be used for gas cutting as they are against the Company's safety norms. Cutting will be allowed only to facilitate loading on to trucks. Buyer's will not be allowed to cut material to rolling sizes in Seller's Premises.
- 19.25 During the course of the removal of the scrap material if any damage is caused to the Company's premises, installations or instruments, the buyer will be entirely held responsible to make good such losses. Till such period, the damage is repaired or compensated to the Company, no delivery of any lot/s purchased by the said bidder will be allowed.
- 19.26 Lots sold on Accumulated / Arranged basis at the auction must be removed by the purchaser before stipulated time.
- 19.27 Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of material etc. Seller will raise all Invoices in the name of the purchaser only.
- 19.28 Only representative of the buyer authorized by the Company will be allowed for the loading / handling of the scrap. However if the need arises for additional person, the same may be allowed only at the discretion of the Seller.

20.0 SALE OF HAZARDOUS WASTE'S

Purchasers of hazardous waste defined under the hazardous wastes (management & handling) rules 1989 notified under the environment (protection) act, 1986 are required to have environmentally-sound processing technique, efficient pollution control system & valid authentication from the state pollution control board/ pollution control committees in union territories of handling such wastes in addition to compliance of standards laid down under the act. Violation of any provision of the rules and non-compliance with the standards are punishable under section 15 of the same act.

As such all the purchasers of waste oil, batteries, non-ferrous waste as defined in the relevant act/rules (amended from time to time) are to submit the following documents along with the tender documents at the time of tender opening.

- 1) Copy of valid registration certificate issued by moef/ cpcb.
- 2) "valid authorization from the appropriate authorities as per law for handling of hazardous wastes under the hazardous wastes (management and handling) rules 1989."

non submission of above document alongwith the offer by tender may make the offer liable for rejection at the sole discretion of seller.

even after making it very clear to all tenderers about submission of authorisation letter / certificate as stated above, if any tenderer ~~submits his quotation for such specified material~~, then it shall be presumed that he / they shall be submitting same later on but before issue of sale acceptance letter / delivery order by seller. The security deposit of such tenderers/purchasers shall automatically stand forfeited who fail to submit the required statutory document within the validity period of sale acceptance letter.

IMPORTANT NOTE TO ALL TENDERERS

21.0 "RETURNED/UNDELIVERED" MAIL

- 21.1 The tenderers must write their complete postal address correctly and legibly (preferably in Bold Letter) alongwith PIN No. so that the sale Acceptance Letter/SOs or the EMD refunds are made correctly. Seller shall not be responsible for either delay or non-delivery of SOs/EMDs due to wrong or illegible/incomplete address given in the tender document.

21.2 In case the ALs/EMD cheques/Drafts are returned by the postal authorities/courier service to seller undelivered with any remarks such as "addressee not found". "Incomplete address". "wrong address", "shop closed", "No such firm exists at this address", or likewise, then it shall be viewed very seriously/and, therefore, such cheques/drafts/SOs shall be lying in Seller's office at the sole risk & responsibility of tenderers.

DECLARATION BY THE TENDERER

1. Total Earnest Money payable by me/us against all the lots quoted by me/us is Rs.....
2. The aforesaid amount of Earnest Money is enclosed by me/us with this Tender in the form of Pay Order/Demand Draft bearing No..... dated..... of issuing Bankpayable at Tuticorin only in favour of Vedanta Limited.
3. I/We have fully understood the above General Terms & Conditions of Tender as well as the Special Terms & Conditions attached with the Tender which are returned herewith duly signed by me/us in token of having accepted the same in toto and I/we have made my/our offer keeping in view these terms & conditions. I/We fully agree that once. I/We have endorsed my/our signatures herein below all conditions whatsoever in whatever way mentioned by me/us which may not be acceptable to you/your Principals shall be deemed to be withdrawn by me/us and am/are fully aware that no grievance whatsoever shall be entertained by you, if your tender/quotation is accepted/finalised.

SIGNATURE OF THE TENDERER :

FULL NAME :

STATUS :

NAME & ADDRESS
OF TENDERING FIRM :

.....

PIN :

PHONE NO. :

NAME OF THE BANKER & ACCOUNT NO.

WITH BRANCH

DATE & OFFICIAL RUBBER STAMP

BARYTE, QUICK LIME ,HYD LIME

S No	Material description	UOM	Qty Available (Approx)	Qty Required for bidder
1	BARYTE	Mt	216	
2	QUICK LIME IMPORTED	Mt	2274	
3	HYD. LIME	Mt	157	

GST Extra

GREASE AND OILS

S.No	Material Description	UOM	Qty Available (Approx)	Qty Required for bidder
1	USED OIL (210 LTR) WITH WATER AND DRUM	BRL	90.5	
2	GREASE SCRAP WITH DRUM	NO	1.5	
3	WASTE OIL(LUB. OIL) (210 LTR) WITH DRUM	BRL	15	
4	USED TRANSFORMER OIL WITH WATER & BARREL	MT	12.55	
5	USED OIL SLUDGE WITH WATER	MT	61.7	
6	USED WASTE OIL WITH WATER(210 LTR BRL)	Ton	7.89	
7	USED TRANSFORMER OIL WITH WATER & BARREL	MT	1	

GST Extra

SCRAP ITEMS

S.No	Material Description	UOM	Qty Available (Approx)	Qty Required for bidder
1	USED BRASS SCRAP	MT	0.91	
2	WASTE HDPE BAGS SCRAP	MT	17.38	
3	USED REFRACTORY BRICKS (CH:6901.90)	MT	229.47	
4	WOODEN SCRAP	MT	58.93	
5	ELECTRICAL & INSTRUMENTATION MATL.SCRAP	MT	2.84	
6	CAST IRON SCRAP (CH : 7204.90)	MT	4.94	
7	FRV & PP WITH SMALL MS ATTACH SCRAP	MT	32.35	
8	PLASTICS SCRAP	MT	29.17	
9	MS. WITH RUBBER/FRV/PP MATERIAL SCRAP	MT	28.17	
10	MISC. S.S.SCRAP (CH : 7204.20)	MT	2.83	
11	MISC. ALUMINIUM SCRAP (CH : 2620.00)	MT	0.61	
12	USED PLASTIC CAN SCRAP CAP : 35LTS	NO	220	
13	USED PLASTIC CAN SCRAP CAP : 50LTS	NO	217	
14	USED CONVEYOR BELT SCRAP (CH : 4010.90)	MT	53.78	
15	MISC. RUBBER MATERIAL SCRAP	MT	49.97	
16	ALUMINIUM CABLE SCRAP	MT	0.52	
17	COPPER CABLE SCRAP	MT	2.4	
18	STEEL SCRAP OUT OF USED STEEL WIRE ROPE	MT	0.07	
19	S.S WITH M.S SCRAP	MT	15.97	
20	EDGE STRIP PLASTIC SCRAP	MT	19.75	

21	SS SCRAP SANICRO 28	MT	7.24	
22	MOTOR SCRAP	MT	4.85	
23	MISC. M.S LIGHT SCRAP (CH : 7204.90)	MT	25.67	
24	MISC. M.S HEAVY SCRAP (CH : 7204.90)	MT	268.32	
25	MISC.SS 316/ 316L SCRAP (CH:7204.20)	MT	9.63	
26	MISC.S.S 904/ 904 L SCRAP (CH: 7204.20)	MT	1.99	
27	HASTE ALLOY C SCRAP	MT	1.41	
28	SCRAP OF GLASS WASTE	MT	3.08	
29	COOLING TOWER WOODEN SCRAP	MT	34.83	
30	USED GEAR BOX SCRAP	MT	0.9	
31	ELECTRONICS WASTE SCRAP	MT	1.83	
32	SCRAP MS WITH ALUMINIUM	MT	74.3	
33	USED BATTERY SCRAP	MT	2.38	
34	SCRAPFILTER WITH FABRIC MS,SS,AL&PLASTIC	MT	2.52	
35	USED GRAPHITE BLOCKS	MT	0.86	
36	Quick Lime- Scrap	MT	0.79	
37	CARBON BRICKS - SCRAP	MT	5.97	
38	MS WITH CONCRETE SCRAP	MT	28.25	
39	EMPTY M.S. BARREL (DRUM)	NO	14	
40	WOODEN SCRAP	MT	2.77	
41	ELECTRICAL & INSTRUMENTATION MATL.SCRAP	MT	1.128	
42	PLASTICS SCRAP	MT	2.47	
43	MS. WITH RUBBER/FRV/PP MATERIAL SCRAP	MT	0.42	
44	MISC. S.S.SCRAP (CH : 7204.20)	MT	2.726	
45	MISC. ALUMINIUM SCRAP (CH : 2620.00)	MT	0.668	
46	USED CONVEYOR BELT SCRAP (CH : 4010.90)	MT	1.73	
47	MISC. RUBBER MATERIAL SCRAP	MT	1.937	
48	ALUMINIUM CABLE SCRAP	MT	0.137	
49	COPPER CABLE SCRAP	MT	0.837	
50	MISC. M.S LIGHT SCRAP (CH : 7204.90)	MT	0.865	
51	MISC. M.S HEAVY SCRAP (CH : 7204.90)	MT	5.496	
52	MISC.SS 316/ 316L SCRAP (CH:7204.20)	MT	0.073	
53	SCRAP OF GLASS WASTE	MT	0.167	
54	NI HARD SCRAP	MT	21.75	

GST Extra

IMPORTED STEAM NON-COKING COAL				
S.No	Material Description	UOM	Qty Available (Approx)	Qty Required for bidder
1	Imported Steam Non-Coking Coal Russian Origin GCV (ARB): 6100 kcal/kg, Sulphur : 0.6%, Ash:16%	MT	18000	

GST 5% Extra + GST Compensation Cess Rs 400 PMT extra

ROCK PHOSPHATE

S.No	Material Description	UOM	Qty Available (Approx)	Qty Required for bidder
1	68/70 Grade JPMC Rock	MT	20000	

GST Extra : As applicable

BARYTE, QUICK LIME ,HYD LIME - FOR INSPECTION CONTACT NO: 8220049809

GREASE AND OILS & SCRAP ITEMS - FOR INSPECTION CONTACT NO: 8220054132

IMPORTED STEAM NON-COKING COAL - FOR INSPECTION CONTACT NO: 822004

ROCK PHOSPHATE - FOR INSPECTION CONTACT NO: 8220054140

Unit rate (to be quoted by Bidder)	Total value
	0

7723



STERLITE INDUSTRIES (INDIA) LTD

sterlite copper

SCRAP BUYER APPRAISAL FORM

1	Name of the Organization				
	Address of registered office	Street 1			
		Street 2			
		City		Pincode	
	Phone				
	Fax				
	Email				
2	Photo Of Promotor/Owner				
	Name owners/Partners / Promoters/ Subcontractors (if any) :	Phone nos	Mobile Nos	Signatures	Specify if : Owner/Partner/ Promoter/ Subcontractor
a					
b					
c					
d					
e					
f					
3	Year of establishment				
4	Turnover of previous year				
5	Scrap Items Dealt With				
6	Quality Assurance Certificate				
a	ISO 9001				
b	ISO 14001				
c	OHSAS 18001				
d	Others (Please specify)				
7	Transaction details if any with other Vedanta group companies				

8	Banker's Name & Address				
9	Banker Account No.				
10	Details Of Loans Taken (If any)				
11	Asset Value of Company/Promotor				
12	PAN No				
13	CST/TIN No.				
14	ECC & registration no				
15	Specify your ESI Code.				
16	Specify your PF Code.				
17	Specify your Service Tax/ Sales tax Registration no.				
18	Filing Details Of				
19	Major Customers dealt within the last 2 FY. Please specify.				
a					
b					
c					
20	Has your company ever been involved in Fraudulent activities.(indicate YES/NO)				
21	Does any of your relative work in SIIL? Please specify.	Name	Designation	Department	Relationship
22	Please submit following documents:				
a	Company Profile and details of the scrap item dealt with.				
b	Government registration certificate OR Authorised dealership certificate in the case of dealers				
c	PAN card copy				
d	Order copies of major customers, as specified in question 18				
e	Profit & loss account statement (reflecting turnover details) for past 3 years				
f	ESI/ PF Certificates. (wherever applicable)				

Following Bank Details are to be furnished to enable Internet Banking for payment purpose.

1. Vendor Code : _____
(Please quote your SAP Vendor Code with us here. If you do not know the same, you may take help from respective buyer whom you are dealing with in Sterlite Copper)
2. Vendor Name : _____
3. Address : _____

4. Bank Name : _____
5. Bank Branch Name : _____
6. Address of the Bank Branch : _____
7. Your Bank Account Number : _____
8. IFSC Code : _____
(Please get this code from your bank)
9. Permanent Account No. (PAN) : _____
10. Your e-mail ID : _____

(Please provide more than one e-mail id. Payment advice would be sent through mail on these IDs)
11. Are you ISO 9000 Certified? : **Yes / No** (Strike out whichever is not applicable)
12. Your Mobile No : _____

Name of the person:

Sign & Company Seal:

Date: _____

Note:

1. All details mentioned above are mandatory. Please fill in the entire form.
2. Please provide one signed and cancelled cheque along with this, duly verified and stamped by your bank branch for verification of bank details.
3. In case you need any clarification, you may communicate to a.francisnelson@vedanta.co.in

GENERAL TERMS & CONDITIONS OF TENDER

1.0 INTERPRETATION

- 1.1 Vedanta Ltd**, shall be hereinafter referred to as "Seller" and the successful tenderer (i.e. the tenderer in whose favour the contract may be awarded) shall be hereinafter referred to as the 'Buyer'.
- 1.2 These General Terms and Conditions are in addition to Special Terms and Conditions (if any), of the relevant tender and shall form integral part of the Terms and Conditions of the tender in so far as it has not been altered or modified by the Special Terms and Conditions. In case of any conflict between any of the provisions of General Terms and Conditions and Special Terms and Conditions if any, the provisions of the Special Terms and Conditions shall prevail.
- 1.3 Any offer of the tenderer not conforming to the terms and Conditions of tender, may be ejected at the time of opening of the tender or later at the sole discretion of Seller without any further reference or notice to the tenderer.
- 1.4 Once the offer/tender document of the tenderer is mailed to [**tutenders@vedanta.co.in**](mailto:tutenders@vedanta.co.in) for this purpose, no amendment whatsoever in whatever manner shall be acceptable to Seller. If same is found during the process it shall be ignored and kept aside. However in case the tender is postponed by Seller then the Tenderer can amend his tender /quotation by mailing it before the revised cutoff date.
- 1.5 Each lot when accepted shall be treated as a separate contract.
- 1.6 Unless until specified in special Terms & Conditions of the Tender the Validity of the offers submitted by tenderers shall be kept open for 60 (sixty) days from the cutoff date.
- 1.7 The tenderers are required to submit their quotations only in the prescribed format provided for the purpose. Any quotation/conditions written/found written other than the prescribed format will be ignored. The decision of Seller in this regard shall be final and binding on the tenderer.
- 1.8 Wherever the quantity is specified in Unit basis in the tender but the tenderer quotes the price on lumpsum/lot basis the quantity for delivery shall be restricted to the quantity specified in the tender document. However if the quantity terms out to be less than the

quantity specified herein then the buyer shall have to lift the material without any complaint and therefore no complaint on short delivery shall be entertained under any circumstances.

- 1.9 Unless and otherwise specified/clarified against particular lot(s)/material, all the materials projected for sale under subject tender are to be treated as scrap/obsolete/unserviceable.

2.0 INSPECTION

- 2.1 The material to be quoted for may be inspected at the seller's site by prior appointment with the concerned Department of the seller and by observing the entry procedure in the Works of the seller. The discretion to allow any person to inspect the stores would rest solely with the seller.

- 2.2 The material quoted for may be inspected at the appropriate site(s) as indicated in the Scheduled Rate(s) and the Tenderer should thoroughly satisfy themselves about the nature, condition, quantity and quality of the materials and working conditions. Seller give no guarantee or warranty as to the condition of the material or its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, quantity and condition/fitness for use shall be entertained by Seller.

Contact Details for visiting site with regards to Rock Phosphate:

R Dhileeban

Ph No: 8220054140

Mail ID: R.Dhileeban@vedanta.co.in

3.0 QUALITY AND QUANTITY

- 3.1 The goods will be sold on "As-is-where-is" and "No Complaint" basis so far as the physical/chemical condition(s) of the same is/are concerned. The Tenderer(s) will, therefore, be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions, chemical/composition/purity/quality etc. by inspecting the material before submitting their tender and no complaint or claim in this regard, will be entertained by buyer after submission of the Tender. The Seller does not guarantee the chemical composition/purity/quality etc. of the materials and the composition/purity etc. of the materials if indicated in the tender documents purely indicative and without any guarantee.

- 3.2 Tenderers may quote for all or any of the lots mentioned in the Schedule of Rates, but no quotation for part quantity of material in any particular lot will be accepted. Buyer must make sure that, Money/Spot LC against each lot shall be paid in advance before

approaching seller for dispatch of material. Separate Earnest Money shall be payable for each material quoted for.

- 3.3 Where the goods are sold on "lot" basis the entire material lying in the lot will have to be lifted by the buyer(s) so as to clear the entire lot. The quantity, if indicated against the respective lots, is purely indicative and Seller shall not entertain any claim/complaint from the buyer(s) for any deficiency in quality/quantity/ size/dimension or for refund of the whole or any part of the purchase money or loss of profit or interest damages or otherwise.
- 3.4 Where Rock phosphate is sold by "Lot", the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out to be more or less than the indicated quantity. In case of the actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the buyer(s), the buyer(s) shall not be entitled to claim any damages, loss of interest or compensation or any other account, but shall be entitled to proportionate refund only of the advance money paid.
- 3.5 Seller reserves the right to accept or withdraw from sale of the materials offered for sale in full or part thereof prior to or after the acceptance of the Tender without assigning any reason whatsoever.
- 3.6 Seller reserves the right to accept or reject the highest tender without assigning any reason and the contract of any or all lots may be allotted by Seller to one or more than one tenderer as seller may deem fit and no claim/complaint in this regard will be entertained by Seller.
- 3.7 The tenderer is allowed to quote for the entire lot of 20,000MT or a part of the entire lot as per requirement. The same shall be discussed on mutual basis and arrived at for maximum quantity dispatch as per terms of the Seller.

4.0 MODE OF SUBMISSION OF TENDER

4.1 All tenders must be submitted only in prescribed form and mailed to tutenders@vedanta.co.in mentioning the reference numbers of Tender Enquiry and the date of Tender.

4.2 The Tenderers should also courier the the following documents :-

(a) Demand Draft/Pay Order towards Earnest Money in the manner indicated in the Terms & Conditions of Tender attached herewith as well as stipulations made hereunder.

(b) The Special as well as General Terms & Conditions of Tender, both duly signed by the Tenderer in token of having accepted the same in toto.

(c) Cover Page of the Tender after duly filling up and signing the Declaration Form.

(d) Any other document(s) as may be prescribed in STC.

NOTE (i) The person signing the Schedule of Rate(s) will be deemed to be the only authorised representative of the Tenderer for any or all transactions with Seller and Principal in connection with this Tender. For any transactions of this Tender by any other representative, other than the above mentioned signatory, should have the letter of authorisation issued by the aforesaid signatory attesting therein the signature of the fresh representative. Seller shall not be responsible for any misuse of letter head, signatures of the tenderer by any person who claims to be signatory to the tender document hence Seller shall be deemed to be indemnified in such consequences.

(ii) All rates and prices in the Tender should be quoted both in figures and in words. Should there be any variation between the rates indicated in figure and words, the higher of the two shall be considered by seller, whose decision in this regard shall be final and binding on the tenderer.

4.3 No Telex/Telegraphic/Fax quotation will be accepted.

4.4 Tenderers sending their tenders by mail/courier/post will do so solely at their own risk and Seller will not be responsible for any loss in transit or postal delay or received at such office/Deptt. of Seller.

4.5 Tenders which are not complete in all respect and/or not supported by the documents as mentioned in Clause 2.2 or with qualifying condition or with conditions at variance with Special as well as General Terms & Conditions of Tender, are liable to be rejected at the sole discretion of seller.

4.6 Any type of condition and combined offers/quotations/tenders will be liable to be rejected at the sole discretion of Seller.

4.7 The rate quoted in all cases should be exclusive of all statutory duties, levies or taxes.

5.0 EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

5.1 Tender quotations submitted without any EMD shall be rejected summarily and therefore, shall be treated as "NOT READ".

- 5.2 Unless otherwise specified in special Terms & Conditions or along side the Material list, the tender shall be accompanied with Earnest Money Deposit hereinafter referred to as EMD payable @ 10% of the quoted material value or Rs 5 Lakh whichever is lower, by way of Demand Draft/Pay Order on any scheduled bank drawn in favour of Vedanta Limited and payable at Tuticorin. No interest is payable on EMD.
- 5.2.1 For the purpose of calculation of EMD, no taxes or duties need to be counted.
- 5.3 In case the EMD submitted falls short of the amount arrived at by calculating the requisite percentage of the aggregate quoted sale value (excluding taxes and duties) for all the items/lots quoted by a Tenderer, Seller on its sole discretion reserve the right to either summarily reject the offer, or appropriate the EMD actually submitted against all those lots for which the Tenderer's offer is highest (henceforth mentioned as H-1); or in case EMD submitted falls short, but not less than 90% of the requisite EMD calculating the requisite percentage of the aggregate quoted sale value. Seller on its sole discretion reserves the right to ask the tenderer to recoup the short fall within 7(seven) days and upon failure of the tenderer to do so, forfeit the EMD already paid by the Tenderer without further reference and also take action with regard to the remaining offers as may be deemed fit.
- 5.4 Unless otherwise notified, EMD in any other form, for example cheque (including cheque made 'Good for Payment' by any Bank), Bank Guarantee, Bid Bonds, Call Deposits, etc. will not be acceptable to seller. Similarly, any request to recoup EMD from Tenderer's pending bills or for adjustment of the same from previous EMD/Security Deposit (hereinafter called as SD), if any, or from any other amount lying with Seller shall not be entertained.
- 5.5 In case of unsuccessful Tenderers, the EMD will be refunded after the expiry of the offer or even earlier at the discretion of seller. No interest shall be paid on such refunds by seller.
- 5.6 In case a tender is accepted, such acceptance will be communicated by seller by way of Sale Order/Acceptance Letter and the contract for sale shall stand concluded from the date of issue of such Acceptance Letter. Seller shall not be responsible for the delay made by postal authority/courier agency in delivery of the Acceptance Letter.
- 5.7 In case Tender is accepted as per payment terms stipulated in the GTC and/or in the STC, the EMD deposited by such Tenderers against each accepted quotation shall be automatically converted into Security Deposit (hereinafter referred to as 'SD') while issuing Sale Order/ Acceptance Letters. In case the tender is accepted and the Tenderer(s)/Buyer(s) refuse(s)/ fail(s) to make further financial arrangements towards the

full value of materials and/or taxes/duties and/or any other financial arrangements as stipulated in these General as well as Special Terms & Conditions of the Tender, the SD obtained on conversion of EMD against the particular accepted lot(s) shall be forfeited without any prejudice to the Rights of seller to claim such further damages in this regard without further reference to the Tenderer(s)/ Buyer(s). In case, the Tenderer(s) wish(es) to withdraw his offer before the expiry of the validity period of the offer, then the EMD shall be forfeited without further reference to the tenderer.

- 5.8 No interest is payable by seller on the SD. same can be adjusted at the last shipment of the material. In the event of the Highest Bidder (H1), not interested to lift the material the Company reserves the right to contact the Second or Third Highest Bidders (H2 / H3) who will have to remit the EMD & Security deposit (SD) within the stipulated time of 3 working days of intimation from Seller. The H1 will have no further claim to the transaction & Security deposit and the EMD will be forfeited..

6.0 PAYMENT

- 6.1 The material value of each lot accepted along with all taxes and duties must be paid by the buyer(s) as stipulated in STC/Letter of Acceptance.
- 6.2 Wherever the Tenderer is allowed/required to pay the material value in instalments, the payment should be made strictly as prescribed in the STC of the Tender or as directed in the Acceptance Letter/ Sale Order.
- 6.3 Tenderers desirous of availing Central/State GST Tax and/or Excise Duties concession as permitted must submit the appropriate GST Tax/Excise Duty Declaration Form duly certified by the concerned authority along with payment for that instalment/full value, as the case may be, failing which they must deposit the full amount of GST Tax/Excise Duty, etc.
- 6.4 No payment of Sale Value will be accepted without the payment of due GST Tax/Excise Duty and/or submission of Declaration Form, as the case may be.

7.0 GST TAX, EXCISE DUTIES AND LEVIES

- 7.1 All taxes including GST Tax or other Levies entailing on the transaction under any provincial, local or central statute in force for the time being or enforced hereinafter, having its impact on the transaction, will be to the tenderers account and shall be deposited by him along with cost of the material.

- 7.2 The material to be purchased by tenderers shall be subject to all such duties(including Excise Duty) as may be applicable from time to time and the same shall have to be borne by the buyer(s).
- 7.3 Whatever rate of Excise Duty, GST Tax, other Levies etc. if any assessed and applicable on the date of actual removal/lifting of material shall be paid by the buyer(s).
- 7.4 The buyer(s) will be responsible to comply with provisions of the Central and State Excise and GST Act, and the GST Act of concerned State and the rules framed thereunder and also by the order or instruction issued in this behalf by the appropriate authority.
- 7.5 In the event of any dispute with regard to Excise Duty and Central Excise Authority levying additional charges such duty/charges shall be payable by the buyer(s). Any penalty imposed by Excise Authorities for non-observance of excise procedure by the buyer(s), shall also be borne by them.
- 7.6 (Applicable only where Principal is registered with concerned GST Tax Deptt.)

Tenderer wishing to avail GST tax concession against forms, wherever. VAT is not implemented, may note the following points :

- 7.6.1 Every declaration form should contain registration number of the dealer.
- 7.6.2 GST tax declaration form should be properly & fully filled up by dealer legibly without any cutting/over writings.
- 7.6.3 The declaration form should contain P.O. number duly filled up by GST tax authority.
- 7.6.4 The signature in the declaration form should match that on the GST tax registration certificate of the dealer.
- 7.6.5 Registration certificate should be produced as and when demanded by Seller.
- 7.6.6 Items for which GST tax declaration form is issued be covered by the regn. certificate. Items should be clearly mentioned on the form.
- 7.6.7 GST tax form complete in all respects as above should be submitted alongwith the material value payment. Any delay in submission of the same will not be accepted and full tax is to be deposited in such cases.

8.0 DEFAULT IN PAYMENT BY THE BUYER

8.1 In case of default in payment within the time limits specified in the STC of Tender, the contract shall be deemed to be cancelled and the Security Deposit shall stand for forfeited without any further reference to the buyer. Seller, however, without prejudice to their right, may extend the payment time with additional charges @1% per 7 days or part thereof on the due amount for the period of delay. However, Seller reserves the right not to accept the payment with or without the additional charges after the expiry of the time limit specified in the Acceptance Letter or even within the aforesaid period extended at Seller's sole discretion and in such event the sale of the lot will be automatically cancelled and the Earnest Money (security deposit will stand forfeited without further reference to buyer) and in addition the terms of clause 12 hereinafter may apply at the discretion of Seller.

9.0 DELIVERY

9.1 The buyer(s) shall lift the full material lying in the lot quoted for by employing their own labour and transport at their own risk and cost from the area allotted to them with the time stipulated in the STC of Tender or within such time as may be specified in the Delivery Order. The buyer(s) shall lift the material only from the lot/site/space as may be earmarked/ demarcated by the seller from time to time which should be final and binding on the buyer(s) and they shall observe the rules and regulations and working hours as may be fixed by the seller. The buyer(s) can and shall approach the seller for lifting of material only after fulfilling the provisions of advance payments and issue of Delivery Order by the competent authority. Lifting will not be allowed on Weekly Holidays and Closed Holidays observed by the seller.

9.2 The material has to be removed on "As-is-where-is basis" at buyer's own cost. No processing before removal from seller's premises will be permitted. Certain processing which at the sole discretion of seller may be allowed only for convenient transportation. However, any/all equipments like, dozer, gas, power, lifting equipments etc. required for removal of materials have to be arranged by the buyer at their own cost and seller will not be anyway be responsible for making any such provision. The use of such equipments in Seller's premises should have prior permission of the seller.

9.3 The location where the lot or lots of material are normally stacked are one of the areas of active work. Under no circumstances shall the operation of the buyer(s) interrupt/interfere with the normal operation of the seller nor interfere, obstruct or foul with any of seller's plant/installation located in the vicinity of that site.

9.4 If any damages or loss is caused by men, materials or property of the Seller or even if any claim arises against seller by reasons of any act of commission or negligence on the part of the buyer(s) or on the part of their agents, representatives or Employees. Seller shall be

entitled to recover such losses or damages or claim as may be ascertained by seller (which ascertainment shall be final and binding on buyer(s) from any amount due to the buyer(s) including the advances made/to be made by the buyer(s) as the Earnest Money/Security Deposit, as the case may be) without prejudice to seller rights to take further action under the Contract as well as to recover such losses, damages or claim from any other money due or becoming due under any other transaction with Seller or from the buyer(s) directly.

- 9.5 The buyer(s) shall follow the seller's procedure in regard to issue of Gate Passes for taking the materials out of the seller's premises. The buyer(s) shall use for the above purpose only such truck/vehicle/crane having "Area Passes" issued by the seller or by any other statutory authority, if and where such system prevails.
- 9.6 All the motor trucks/trailors/cranes and other material handling equipment of the buyer(s) shall be duly registered, taxes paid properly and otherwise properly maintained in accordance with Motor Vehicles Act or Rule or other Acts, Rules in force.
- 9.7 The seller shall allow a reasonable number of the buyer's authorised representatives/workmen/trucks at the sole discretion of the seller for entering into the Works Site for the purpose of removal and transportation of the materials. The seller shall have the right to ban entry of any of the buyer's representative, worker, truck at the sole discretion of the seller without assigning any reason.
- 9.8 The buyer(s) will have to fulfil the relevant provision of safety and security rules of the seller(s) and shall have to be governed by the rules under Factories Act and any other statutory Act, Law, Rule prevailing from time to time in respect of themselves and their representatives, workmen and equipments. The buyer(s) shall provide Safety Equipment and appliances to their workmen at their own cost.
- 9.9 The buyer(s) shall be fully responsible for the acts of their representatives/workers and shall fully indemnify seller for loss or damages, if any, sustained by seller. The seller will not be responsible for any claim from labour employed by the buyer(s). The buyer(s) shall wholly and fully be responsible for such claim for compensation either for accident or injury, death or damage caused to their employees/ transport or to any of the seller's employees or to others or to seller's property, during the operation of the buyer(s).
- 9.10 The buyer or any of their representatives/workers/agents shall not indulge in any activity which is directly or indirectly prejudicial to seller's interest or shall not commit any acts of misappropriation, pilferage or abetting misappropriation or pilferage of Seller's property, or any attempt thereof, offer or attempt to offer illegal gratification including offering bribe,

reward or advantage etc. pecuniary or otherwise to any office or employee of seller indulge in any malpractice namely, but not limited to forgery, falsification or fabrication of documents, bills, vouchers, indents, etc. in support of any claim against seller or any reduction of any liability or in connection with the work of seller, or indulge in any other act, which amounts to an offence punishable under the Indian Penal Code or any other enactment.

- 9.11 The buyer(s) shall abide by the Centre, State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the buyer(s) to provide necessary insurance cover to their workers/labourers as may be required under the law.

10.0 DEFAULT IN LIFTING BY THE BUYER

- 10.1 In case of any default in lifting the materials by the buyer(s) within the time limits specified in the STC of Tender, the outstanding material may be lifted within 14(fourteen) days from payment of ground rent @ 1% per week or part thereof (2% per day for Defence Units) for the period of delay beyond the specified free delivery period.

- 10.2 In case of goods sold on lot basis, the ground rent will be payable @1% per week (@2% per day for Defence Units) or part thereof on the value of the entire lot even if lifted in part, where in case of goods sold on unit weight and/or number basis, the ground rent will be @1% per week (2% per day for Defence Units) on the value of unlifted quantity which, however, shall be at the sole discretion of the seller not to allow the buyer(s) to lift the material with or without the ground rent after the expiry of stipulated free delivery period or even within the aforesaid additional period of 14(fourteen) days and in such event the sale automatically stands cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited and in addition, the terms of Clause 12 hereinafter will be applicable.

11.0 PERIOD OF CONTRACT

- 11.1 The period of contract will be as specified in the STC of Tender. Unless the materials are lifted within the stipulated time, the contract for the quantity not lifted within the stipulated time shall be deemed to have been cancelled and seller shall be at liberty to dispose them of without prejudice to its rights against the buyer(s). If further material is left in the area allotted to the buyer(s) after the period of contract, seller may at its sole discretion give the extension of time to the buyer(s) to complete the contract in all respect and the buyer(s) shall remove the materials during the extended period.

12.0 TERMINATION OF CONTRACT/RISK PURCHASE

- 12.1 In the event of Tenderer's failure to fulfil any of the Tender obligation including non-lifting of the contractual materials under the Agreement. seller's decision in regard to tenderer's failure being final and binding on the Tenderer. seller shall have the full liberty to do any or all of the following: -

Cancel the contract with immediate effect for the materials under the contract not taken delivery of by the tenderers as on that date in which case, the Security Deposit and to the Earnest Money (as the case may be) shall stand forfeited.

AND/OR

Retain and/or adjust/recover from tenderers any amount lying with seller to the Tenderer's credit either under this Contract or any other Contract or which may at any time become payable/refundable to tenderer either under this Contract or any other Contract the amount of losses or damages or claim that might be incurred by seller selling the material under the Contract not taken delivery of at Tenderer's risks and costs.

Even after such recovery/adjustment by seller from Tenderers any amount as mentioned above lying with seller, if any further amount is still found payable/refundable by the tenderer, he shall pay the same to seller on demand without any objection or demur. The decision of seller in this regard to the actual losses incurred by seller including the reasonableness of the rate at which seller may sell the material shall be final and binding on the Tenderer, provided if no loss is incurred by seller, the Tenderer shall not be entitled to the refund of the amount retained by way of advance payment towards the undelivered stores without any interest thereon but not any other amount.

13.0 FORCE MAJEURE

- 13.1 Seller shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, demands or otherwise or any other causes or conditions beyond the control of aforesaid causes or not the existence of such cause or consequences may operate at the sole discretion of seller to extend the time of performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

14.0 ARBITRATION

- 14.1 "Any dispute/s or difference/s whatsoever arising between the parties viz., the Seller, the Tenderer / Buyer and seller out of or relating to the construction, meaning, scope, operation or effect of this Tender/Contract or the validity or the breach thereof shall be settled by arbitration of a Sole Arbitrator to be appointed by the Head of Office, by whatever name called, of the Seller. The Arbitrator so appointed shall not be a person who had dealt with the matter/s in dispute. The provisions of the Arbitration & Conciliation Act, 1996 and the Rules framed thereunder or any amendment thereto shall apply to such arbitral proceedings. The award passed by such Sole Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be Tuticorin. The costs & expenses of such arbitration shall be borne equally by the parties.

Subject to the above, legal proceeding, if any, arising out of this Tender / Contract shall be triable only by appropriate Civil Court in Chennai only, to the exclusion of all other courts".

15.0 GENERAL

- 15.1 It should be noted by the tenderer(s) that by entering into similar Contracts with any one else of their choice at any time during the subsistence of this Contract.
- 15.2 Seller shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated, Addendum so issued shall form a part of original invitation to tender.
- 15.3 In case offer is not accepted, the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the tenderers through or in connection with the submission of the offer event through seller may elect to withdraw the invitation of tender. Should all invitation to tender be withdrawn or cancelled by seller, which shall have the right to do at any time, the Earnest Money paid by the tenderers with the tender will be refunded to them in due course without interest.
- 15.4 The tenderers shall have no right to issue addendum to tender documents to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.
- 15.5 Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and in words. Tenders containing over-written on revised rates are liable to be rejected. Should there be any variation between the rates indicated in figures and words, the higher of the two shall be considered. However, the decision to accept/reject such offer by seller shall be final and binding on the tenderer.

- 15.6 The tenderer should note that the above GTC are in addition to the STC of Tender which form an integral part of the GTC of Tender insofar as the GTC of Tender may be altered by the STC of Tender.
- 15.7 Intending tenderer(s) may obtain any clarification before dropping the offer/quotations in the tender box. Submission of tender implies that the tenderer(s) has obtained all the clarifications required and that he has agreed to all GTC herein specified as well as STC of Tender, if any.
- 16.0 Tenderer(s) must ensure the following while submitting the tender:
- A) THAT EVERY PAGE OF TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER.
 - B) THAT IN ALL CASES, RATE(S) QUOTED AGAINST INDIVIDUAL ITEM/LOT IS/ ARE INVARIABLY QUOTED IN FIGURES AS WELL AS IN WORDS.
 - C) THAT ALL ALTERATIONS, ERASURES AND/OR OVER-WRITINGS, IF ANY, IN THE SCHEDULE OF RATE(S) ARE DULY AUTHENTICATED BY TENDERER'S SIGNATURE.
- 17.0 Unless otherwise stipulated against any particular item/material/lot put up for sale in the tender documents, the materials shall not be exported by the buyer outside the territory of India and the buyer shall have to submit an Undertaking to this effect to seller; such Undertaking will be in favour of the President of India and will have to be submitted with seller along with the payment towards material value as per Clause 13.0 of the STC of Tender. In case of any failure on the part of the buyer to submit such an Undertaking with the stipulated time, the sale will be deemed not to have been accepted by the Seller and the sale will stand automatically cancelled without any further reference to the party.
- 18.0 Tenderer should state whether he is a relative of any employee of seller, or Tenderer is a Firm in which employee of seller or his relatives are members or Director(s).
- 19.0 In order to afford reasonable protection to the interests of the tenderers, the tenderer must legibly indicate in the appropriate space provided for in the Tender Documents the Banking Account No. and the name of the Bank and the Branch where such Account is held by the tenderer which information can be used for the purpose of refund/return, if any of the Earnest Money Deposit/Security Deposit of the tenderer. Seller shall not be responsible in any way whatsoever for any loss and/or delay and/or miscarriage/misplacement of such refund cheque in transit which will normally be sent to the tenderer under registered post.

- 19.1 For return of Demand Draft/Pay Order to an unsuccessful tenderer without being negotiated, the name & address of the tenderer should be written or stamped at the back of the Demand Draft/Pay Order. Should the same DD/PO be reused for EMD for any other tender, then the only party whose name and address is written at the back of such DD/PO shall be authorised to do so and in all other cases DD/PO will not be accepted as EMD.
- 19.2 On receipt of full Sale Value along with applicable ED / VAT / Sales Tax/TCS & other charges by the Seller, the Seller will issue final Sale/ Delivery / Release Order to the Buyer thereby enabling him to lift the materials within 10 working days.
- 19.3 Lifting of materials will be allowed only between 10:00 A.M. To 4:00 P.M. on all working days. The goods should be collected before 4.P.M. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of no adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.
- 19.4 In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 19.5 If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited and the un-lifted portion of the assets may be removed at the risk and cost of the buyer.
- 19.6 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.
- 19.7 Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipment's or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.
- 19.8 The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labor at their own expenses.

- 19.9 It will be successful purchaser's responsibility to weigh the empty Truck at the weighbridge and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- 19.10 Should the original purchaser wish to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.
- 19.11 Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 19.12 Resale will not be recognized. The purchaser shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be effect by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.
- 19.13 Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- 19.14 While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or May stop delivery of the material till payment is made.
- 19.15 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.

- 19.16 If any accident or damage to the property / life etc. arises by reason of any act of negligence /omission/default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury/death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
- 19.17 All contract staff (workers) & supervisors have to strictly wear safety shoes (no other type of shoe should be allowed). All persons working at height (above 2 mtrs) should go to Occupational Health Center and check for height phobia and get certified for the same from the doctor. Without this valid certificate should not be allowed labours on truck for loading of the scrap materials.
- 19.18 The Buyer shall responsible to ensure that their employees follow safety regulations and as per Seller stipulations and other statutory regulations. Buyer shall ensure that all his workmen on site use safety belts, gloves, helmets, masks, Safety Shoes, Goggles etc., as necessary for their safety. (The Contract workmen will not be permitted inside the factory premises without Safety Shoes, Helmet, Gloves & Goggles). The buyer shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, bye-law /notifications and orders of the local authorities and statutory bodies as may be in force from time to time. The buyer shall make good at his own cost, any damage to the property of anybody, persons, local authorities etc. due to or arising from his operations involved under this order.
- 19.19 Sellers Authorized Weighbridge weightment will be final and binding. Truck will be allowed to load only the passing load no overloading is permitted.
- 19.20 Removal of Materials:
- 19.21 It will be successful purchaser's responsibility to weigh the empty truck at the weighbridge and produce the necessary weigh certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- 19.22 In order to facilitate the Company to complete the transaction before 4.00 P.M. The goods should be collected before 3.30 P.M. on any working day with prior appointment with the concerned Department within the stipulated delivery days.

- 19.23 Should the original purchaser wish to take delivery of the scrap material through a representative, he must authorize the latter by a letter of authority or continuing authority which shall be presented to the officer concerned. The officer concerned may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the purchaser and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.
- 19.24 The Purchaser at his own cost should arrange necessary Gas cylinders and tools. LPG will not be permitted to be used for gas cutting as they are against the Company's safety norms. Cutting will be allowed only to facilitate loading on to trucks. Buyer's will not be allowed to cut material to rolling sizes in Seller's Premises.
- 19.25 During the course of the removal of the scrap material if any damage is caused to the Company's premises, installations or instruments, the buyer will be entirely held responsible to make good such losses. Till such period, the damage is repaired or compensated to the Company, no delivery of any lot/s purchased by the said bidder will be allowed.
- 19.26 Lots sold on Accumulated / Arranged basis at the auction must be removed by the purchaser before stipulated time.
- 19.27 Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of material etc. Seller will raise all Invoices in the name of the purchaser only.
- 19.28 Only representative of the buyer authorized by the Company will be allowed for the loading/handling of the scrap. However, if the need arises for additional person, the same may be allowed only at the discretion of the Seller.

20.0 SALE OF HAZARDOUS WASTE'S

Purchasers of hazardous waste defined under the hazardous wastes (management & handling) rules 1989 notified under the environment (protection) act, 1986 are required to have environmentally-sound processing technique, efficient pollution control system & valid authentication from the state pollution control board/ pollution control committees in union territories of handling such wastes in addition to compliance of standards laid down under the act. Violation of any provision of the rules and non-compliance with the standards are punishable under section 15 of the same act.

As such all the purchasers of waste oil, batteries, non-ferrous waste as defined in the relevant act/rules (amended from time to time) are to submit the following documents along with the tender documents at the time of tender opening.

1. Copy of valid registration certificate issued by MOEF/CPCB.
2. "Valid authorization from the appropriate authorities as per law for handling of hazardous wastes under the hazardous wastes (management and handling) rules 1989."

Non submission of above document alongwith the offer by tender may make the offer liable for rejection at the sole discretion of seller. Even after making it very clear to all tenderers about submission of authorisation letter / certificate as stated above, if any tenderer for the material, then it shall be presumed that he / they shall be submitting same later on but before issue of sale acceptance letter / delivery order by seller. The security deposit of such tenderers/purchasers shall automatically stand forfeited who fail to submit the required statutory document within the validity period of sale acceptance letter.

IMPORTANT NOTE TO ALL TENDERERS

21.0 "RETURNED/UNDELIVERED" MAIL

- 21.1 The tenderers must write their complete postal address correctly and legibly (preferably in Bold Letter) alongwith PIN No. so that the sale Acceptance Letter/SOs or the EMD refunds are made correctly. Seller shall not be responsible for either delay or non-delivery of SOs/EMDs due to wrong or illegible/incomplete address given in the tender document.
- 21.2 In case the ALs/EMD cheques/Drafts are returned by the postal authority's/courier service to seller undelivered with any remarks such as "addressee not found". "Incomplete address". "wrong address", "shop closed", "No such firm exists at this address", or likewise, then it shall be viewed very seriously/and, therefore, such cheques/drafts/SOs shall be lying in Seller's office at the sole risk & responsibility of tenderers.

DECLARATION BY THE TENDERER

1. Total Earnest Money payable by me/us against all the lots quoted by me/us is Rs.....
2. The aforesaid amount of Earnest Money is enclosed by me/us with this Tender in the form of Pay Order/Demand Draft bearing No..... dated. of issuing Bank payable at Tuticorin only in favour of Vedanta Limited.
3. I/We have fully understood the above General Terms & Conditions of Tender as well as the Special Terms & Conditions attached with the Tender which are returned herewith duly signed by me/us in token of having accepted the same in toto and I/we have made my/our offer keeping in view these terms & conditions. I/We fully agree that once. I/We have endorsed my/our signatures herein below all conditions whatsoever in whatever way mentioned by me/us which may not be acceptable to you/your Principals shall be deemed to be withdrawn by me/us and am/are fully aware that no grievance whatsoever shall be entertained by you, if your tender/quotation is accepted/finalised.

SIGNATURE OF THE TENDERER:

FULL NAME

:

STATUS

:

NAME & ADDRESS
OF TENDERING FIRM

:

.....
PIN:

PHONE NO. :

NAME OF THE BANKER & ACCOUNT NO.

WITH BRANCH

DATE & OFFICIAL RUBBER STAMP