

**TITLE : TENDER DOCUMENT FOR ACTIVE MINE MANAGEMENT
FROM MCL FOR M/S. FACOR POWER PLANT, BHADRAK.**

Tender No. : FPL/COAL/TENDER/02/ 2021-2022 : Date: 12/07/2021

Last date for submission of sealed tender : 26th July – 2021 (before 17.00 hrs)



M/s. FACOR Power Limited
100 MW Captive Power Plant
At- D.P Nagar, Po-Randia
Distt. Bhadrak, Odisha-756135.

The Sealed Tender Document shall be addressed to :

Coal Department:
M/s Facor Power Limited.
At-D.P.Nagar, Po-Randia,
Dist.- Bhadrak-756135, ODISHA.
Email: pratap.pradhan2@vedanta.co.in
Mob: 9437031521

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Annexure-IV

Code of Conduct for Contractor

1. INTRODUCTION:

Facor Power Limited ("hereinafter referred to as FPL/Owner"), a unit of Vedanta Limited, established captive thermal power generation plant to cater the captive need of its Charge Chrome Plant FACOR, situated adjacent to the FACOR Plant at Randia in Bhadrak district, Odisha Commercial Power, with capacity of 100 MW (45 MW+ 55MW). The power plant is approximately 145 KM from the state capital Bhubaneswar.

FPL uses coal as fuel for generation of power and basically procures the coal from Mahanadi Coalfields Ltd which is the subsidiary of CIL. The coal is being transported 100 % through rail from different mines of MCL. Facor Power Ltd invites bid from reputed contractors for rake handing and loading for ensuring timely loading, quality and quantity subject to terms and conditions as specified in this tender.

2. DISCLAIMERS :

This Bid Document is not an agreement or offer by M/s. FACOR Power Limited (**FPL**) to the prospective Bidders. The purpose of this Bid Document is to provide potential parties with information to assist the formulation of their Bid.

While adequate care has been taken to ensure the accuracy, neither FPL nor their directors or employees or advisors/consultants make any representation or warranty, express or implied or accept any responsibility or liability, whatsoever in respect of reliability, accuracy and completeness of the facts stated in this Bid Document, and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. The Bidder is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said facts. FPL reserves the right to abandon this tender process at any stage or reject any or all of the Bids received without assigning any reason whatsoever. Bidders unconditionally accept FPL's decision in this regard.

3. ELIGIBILITY CRITERIA :

- i) The bidder should produce minimum 02 (Two) work orders of different companies where he has done the Active Mine Management from different Area of MCL. (Work Order has to be attached).
- ii) Quantity of the coal handled by the bidder should be at least **10.00 Lakhs MT/Average Rs.5.00**

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Crore in any of last three consecutive years.

- iii) The bidder must have their site office (Please mention separate sheet of site office address and site in charge with contact number of the company.)

4. INSTRUCTIONS TO BIDDERS

1. All the pages of the tender/bid should be duly signed and proper seal should be affixed.
2. No over writings or correction shall be accepted unless authenticated with signature.
3. On submission of the Tender documents by the bidder, it shall be deemed that the bidder has clearly understood and has unconditionally accepted all the terms and conditions of the bid.
4. Rates to be quoted in the designated place to the tender document and duly signed.
5. On submission of the Tender documents by the bidder, it shall be deemed that the bidder has clearly understood and has unconditionally accepted all the terms and conditions of the bid.
6. Bidder should made separate envelop as per the details mentioned in point 6.0.
7. The bidder shall submit the tender in sealed envelope at below mention address before last date as prescribed.
8. Following list of documents needs to be submitted along with Tender document:
 - i) Details of similar services executed by the bidder in last Three years (submit the details of orders executed).
 - ii) IT Return (Last 02 years)
 - iii) Pan Card of the Company
 - iv) GSTIN registration certificates.
 - v) Other statutory documents.

5. TIMELINE OF BIDDING PROCESS :

SI No.	Important Dates	Schedule Event
1	Tender published	12 th July 2021
2	Last date for clarification	23 th July 2021
3	Response to bidder’s queries	23 th July 2021
4	Last date and time for receipt of Bid in Hard Copy.	26 th July 2021 by 5.00 PM

Note:

1. FPL reserves the right to amend the above schedules. Interested parties should monitor FPL website for amendments/changes on a regular basis.
2. Interested parties, must express their preliminary interest through the letter as per the specific format by due date i.e. last date for downloading the document. Revised/amended documents will be

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mailed only to such Parties who have expressed interest. Further participation in the process by any Party who has not expressed interest as per the required Format may not be permitted.

6. BIDDING PROCESS :

The main bid proposal shall comprise of three stages- Stage-1, Stage-2 and Stage-3 as under:

Stages	Documents to be submitted
Stage-1	i) Covering letter as per format (Annex -I). ii) EMD as per requisite format (Annex-II) iii) Power of Attorney in favour of Authorized Signatory.
Stage-2	Along with documents mentioned in Stage-1, bidders are required to submit following documents in Stage-2. i. Latest version of endorsed Bid documents by the bidder. ii. Original Certificates issued by Statutory Auditors required against technical & Financial qualification requirement. iii. Original declaration/certificate regarding non-audit of accounts of preceding year. iv. The documents required to demonstrate Technical qualification. v. Self-attested copy of POs/Work orders in support of work experience. vi. Memorandum of association (MoA), Article of Association (AoA). vii. Certificate of incorporation and Board Resolution
Stage-3	Submission of price bid as per Annexure-III of the bid document.

6.2 In the event of any discrepancy between “the original document” and any copy of the document submitted with the bid, interpretation by FPL as per the original document shall prevail. In event of the any computational error, the element wise quoted price will be considered as correct bid.

6.3 Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected.

6.4 The Bidder shall quote prices for complete Scope of Work of the Bid Document, as per format as applicable. The bid and supporting documents prepared by the bidder shall be in English language.

6.5 Price bid documents shall be legible and only printed version shall be accepted. Handwritten documents, erasures, over writing and other changes on price bid shall be liable for rejection.

7. EARNEST MONEY DEPOSIT (EMD):

The bidders are required to deposit the Earnest Money of **Rs.1,00,000/-** (Rupees One Lakhs Only) through Demand Draft in favour of “Facor Power Ltd” payable at Bhadrak. The validity of the EMD shall be six months from the Tender opening date and shall be extended for suitable period in case requested by FPL. In case of tenders of unsuccessful bidders, the earnest money shall be refunded within 7 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited. Those will not deposit the EMD in

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shape of DD their application will not be considered.

8. SCOPE OF WORK

The scope of work under this tender specification covers the job from lifting & transportation of allocated coal from mines of MCL to Siding, indenting, loading into Rakes and transportation of the coal to Facor Power Limited, District-Bhadrak, Odisha by Rail Coal being vital input, ensuring uninterrupted supplies as per the quantity and quality requirements set out in the contract is the essence of services to be rendered by Contractor. The detailed scope of work of Bidder/Contractor for Coal Lifting & Transportation management are as follows:

- I. Contractor will ensure 100 % materialization of contracted quantity or booking quantity within permitted time frame on monthly basis by MCL and/or Railways.
- II. Contractor will ensure the allocation of required grade of Coal from desired coalfield as per this contract.
- III. Contractor will ensure timely consent, allotment and loading/dispatch of rakes and supervise by deploying sufficient resources at the loading point and ensuring that proper quantity and quality coal is loaded and also ensure 100% crushed coal.
- IV. The Contractor will ensure boulders, stones, shales and other foreign ingredients like like plastic tarpaulin, sand, bajuri, tramp iron pieces, concrete block, etc. are not loaded into rakes.
- V. Contractor will ensure that there should be no under loading and the wagons are loaded as per the permissible carrying capacity of the rake as mentioned in the relevant railways/ MCL circular and minimize the dead freight.
- VI. Contractor will ensure that there should be no over loading of rakes so to avoid any penalty from Railways for this overloading in rakes.
- VII. Contractor will ensure timely dispatch of rakes by arranging the required power & crew immediately after loading.
- VIII. Contractor needs to take all statutory approvals required for dispatching Coal from Mine(s) to FPL i.e. Indent placement for rake, EDRM approval etc.
- IX. Contractor will coordinate with MCL Mines staff/Railway Authorities for the smooth and continuous flow of rakes from respective sidings.
- X. Contractor will ensure rake movement as per FPL Plant requirement.
- XI. Contractor will coordinate, follow up and inform FPL for the linkage rakes status which are in transit from the point of dispatch from till FPL site.

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- XII. Contractor will ensure that no bulged wagons are dispatched to FPL power plant. In case a bulged wagon is dispatched then any kind of delay or penalty incurred to FPL due to demurrage charges shall be payable by Contractor up to 50% of the demurrage amount charged by railways for the respective rake.
- XIII. Contractor will collect the Coal bills and provide other original documents from the MCL/ Railways immediately after issuance and forward the same to our plant. Contractor will also take up with MCL /Railways for obtaining refund amount due to FPL for various reasons.
- XIV. Contractor will ensure following in respect to the coal bills and RR collected from MCL and Railways.
- a. The calculation of the coal bill in reference to the RR details and FSA provisions. Necessary correction if required shall be taken up with MCL/Railways.
 - b. Check correctness of calculation of Railway Freight and other charges in RR and necessary correction if required shall be taken up with Railways.
 - c. Documentation (in hard copy and soft copy) of all relevant documents pertaining to each rake/RCR coal. Submission of soft copy of these documents to FPL every week.
 - d. Issuance of Debit/Credit Notes from MCL as per the adjustment with QCI results or otherwise.
- XV. Contractor will ensure timely submission of necessary letters to Railways/MCL on behalf of FPL and arrange acknowledgement of the same.
- XVI. Contractor will give detailed plan (**according to FPLs original plan**) of rake supplies in writing or in e-mail for the given month before commencement of rake supplies for each month.
- XVII. Contractor will provide following daily MIS reports to FPL through e-mail:
- a) Coal program allocation and offer to FPL
 - b) Program & Allotment of rakes for loading by Railways/EDRM to FPL.
 - c) Balance rake remaining to be loaded for FPL.
 - d) Position of Rakes and arrival time.
- XVIII. Contractor will ensure submission of scanned legible copy of original Railway Receipt (RR) to FPL within 48 hours from the date of issuance of RR by Railways. Also, Contractor shall ensure the submission of original RR to FPL within 20 days of issuance of the same by Railways
- XIX. No Service Charge shall be paid for coal consigned to FPL but diverted by Railways to Plant other than FPL. No Service Charge shall be payable for the coal received by diversion at FPL which was originally booked for and belong to any Plant other than FPL.
- XX. Contractor shall complete reconciliation with MCL for Coal Bills, account balances & other related documents on monthly/need basis.

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- XXI. Contractor shall ensure proper documentation for all Incentives/penalties/claims to MCL as per FSA/bid sheet. Also, Contractor shall be responsible for handling of disputes with respect to FSA/bid sheet.
- XXII. Contractor shall coordinate with QCI/Any Third Party for timely issuance of results of coal lifted from MCL /CIL. Contractor shall also ensure the delivery of coal to FPL as per the quality declared by MCL/CIL.
- XXIII. Contractor shall ensure documentation of QCI/Third Party Results in excel, soft copy and hard copy. Also, Contractor shall ensure correction of QCI/Third Party results (if required) by taking up with QCI/Third Party.
- XXIV. Contractor shall ensure repair of damage wagons before loading to ensure zero pilferage during transit.
- XXV. Contractor shall ensure timely generation of e-way bills/other statutory requirements for all dispatches to FPL via road/rail.
- XXVI. Contract shall depute one Resident Representative at FPL site to ensure end to end execution of the service as given in scope of this tender document. The boarding, lodging, transportation shall be in scope of Contractor. The resident representative shall have minimum 3 years of experience in similar field and shall be approved by FPL prior to deputation.
- XXVII. The Contractor shall ensure dispatch of loading point coal sample to FPL site within 3 days from the date of sampling. The cost of the same shall be in scope of the Contractor.
- XXVIII. Contractor shall ensure issuance of credit note of Ungraded coal dispatched from MCL /CIL.
- XXIX. Contractor shall ensure following in relation to diverted rake & missing wagon of FPL
- a) Tracking of diverted rake and missing wagon
 - b) Settlement and claim of refund from Railways for diverted rake & missing wagon
- XXX The Contractor will give prior & timely intimation to company for arranging DD for railway freight.
- XXXI. FPL will send the demand draft to the nearest bank of the loading station. The Contractor has to collect the DD from the bank and hand over the same at railway as per the railway freight and collect the RR. If the freight does not maintain with the DD amount the Contractor will deposit balance amount in shape of cash. The amount shall be reimbursed to them by the company.

The scope of work has been detailed as above but in case any items is omitted from the Scope of Work but otherwise required to complete the work then such work shall be deemed as included in the Scope of work without any additional financial liability to FPL. The intent of the Contract is to lift raw coal from MCL & deliver to FPL in terms of quality, quantity and adherence to timelines. Whatever activity and actions are required to achieve the objective, even if not mentioned in the contract specifically, are the part of scope of work for the selected bidder.

Note:

- i) The performance of the Contractor shall be evaluated through a scorecard mutually agreed between the parties.

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- ii) The review of the performance shall be done on monthly basis through Video Conferencing and at FPL site on quarterly basis.

9. RATE /PRICE :(PRICE BID):

Please specify the service charges designated sheet (Annexure-III) including all the scope of work and considering related parameter.

10. QUANTITY MANAGEMENT:

The quantity will be procured from Linkage auction FSA/Exclusive auction/Spot auction of MCL as per requirement of the plant. The contractor should ensure to deliver 100 % allotted quantity to FPL to run the plant. The contractor should fulfil the requirement and FPL will not accept any excuse for strike, restriction of rail movement, production of MCL and any unavoidable situation.

Materialisation on Monthly allocation:

- i) Materialisation will start from 2nd/3rd day of every month till 3rd day of next month.
- ii) Materialisation achieve % for the calculation of Bonus/Damages is to be done based on Monthly Allotted Quantity which is around 70,000 MT. Calculation for materialisation shall be considered i.e penalty/bonus as per the table below:

The percentage of materialisation shall be calculated as per the following formula:

$$\frac{\text{(No. of rakes delivered from Monthly allotted quantity (FSA/Spot/Exclusive))}}{\text{(Monthly allotted quantity of No. of rakes sanctioned by MCL)}} \times 100$$

Materialization	
95% and above	Bonus of INR 7.00 PMT on total quantity received at FPL
Below 95% upto 90%	Bonus of INR 5.00 PMT on total quantity received at FPL
Below 90% and 85 %	Bonus of INR 2.00 PMT on total quantity received at FPL
Below 85% upto 80%	No Bonus/Damages.
Below 80% upto 75%	Damages of INR 1.50 PMT on total quantity received at FPL
Below 75% upto 70%	Damages of INR 2.50 PMT on total quantity received at FPL
Below 70%	Flat Damages of INR 5.00 PMT on total quantity received at FPL

Total allotted quantity = Nos of rakes allotted X 4000 MT.

11. QUALITY MANAGEMENT: GCV (ARB) RECEIPT AT FPL FOR MCL:

G-11	G-12	G13	G-14	Bonus/Penalty (Rs./MT)
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Below 3650	Below 3350	Below 3050	Below 2750	Damages @ INR 8 PMT on quantity received at FPL
Above 3650 and up to 3700	Above 3350 and up to 3400	Above 3050 and up to 3100	Above 2750 and up to 2800	Damages @ INR 6 PMT on quantity received at FPL
Above 3700 and up to 3750	Above 3400 and up to 3450	Above 3100 and up to 3150	Above 2800 and up to 2850	Damages @ INR 4 PMT on quantity received at FPL
Above 3750 and up to 3800	Above 3450 and up to 3500	Above 3150 and up to 3200	Above 2850 and up to 2900	Damages @ INR 2 PMT on quantity received at FPL
Above 3800 and up to 3900	Above 3500 and up to 3600	Above 3200 and up to 3300	Above 2900 and up to 3000	No Bonus/No Damages
Above 3900 and up to 3950	Above 3600 and up to 3650	Above 3300 and up to 3350	Above 3000 and up to 3050	Prorata Bonus @INR 3 PMT on quantity received at FPL
Above 3950 and up to 4000	Above 3650 and up to 3700	Above 3350 and up to 3400	Above 3050 and up to 3100	Bonus @ INR 6 PMT PMT on quantity received at FPL
Above 4000 and up to 4050	Above 3700 and up to 3750	Above 3400 and up to 3450	Above 3100 and up to 3150	Bonus @ INR 8 PMT quantity received at FPL
Above 4050	Above 3750	Above 3450	Above 3150	Flat Bonus @ INR 10 PMT on quantity received at FPL

Based on the allotments given by MCL, The Contractor endeavour shall be to load good quality & FPL Lab report (As Received Basis) will be final for both the parties.

In case of getting new notification from CIL or relevant subsidiaries regarding revision in grade declaration during contract execution, revised grade for that particular colliery (ies) will be applicable from the effective date as mentioned in the notification for the calculation of Damages/Bonus. The bonus and damages shall be prorated for the respective slabs in above table.

12. THIRD PARTY SAMPLING:

To ensure the quality we shall do tripartite agreement with the coal suppliers and third party. The Contractor will watch the proper sampling and testing as per the SOP of CIL. Any deviation shall not be accepted by us and shall be responsible for any unethical practice. The responsibilities of the Contractor regarding quality testing by the third party will be as follows:

- (i) The Contractor shall watch at the sampling at the time of rake loading.
- (ii) The representative of the Contractor shall be present at the time of sample preparation.
- (iii) The representative of the Contractor shall collect the referral sample of customer part with proper seal and on demand the sample shall be handed over to FPL.
- (iv) Representative of the Contractor shall be present at the time of transportation of the referral sample in case challenging.

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- The contractor must take proper care so that the quality report of QCI/Third Party matches with FPL plant report. If it does not match reasonably FPL will take necessary action against the contractor.

13. QUANTITY SHORTAGE MANAGEMENT :-

The Penalty Clause on shortages /excess on basis of RR quantity Vs FPL belt weight.

Rake Shortages %	Bonus/Penalty (Rs./MT)
Below 0 %	30 % of gain on landed basis
0 % to 0.3 %	No Bonus/No Penalty
Shortage more than 0.3 %	Full recovery of landed cost.

The above calculation will be made rake to rake basis.

14. WAGON REPAIRED : (INCLUDING SERVICE CHARGES):-

The Contractor will ensure to loading of the supply wagon which is supplied by railway and meet the chargeable weight:

Particular's	Penalty
0 to 02 Nos Sick wagon	No damages
Above 02 Nos Sick Wagon	Damages Rs.2500/- per wagon

15. UNDER LOAD & PENAL OVERLOAD:

The Contractor must load as per the railway chargeable weight. Punitive overload also cannot be acceptable by FPL. For any penal overload the Contractor will be responsible for load adjustment or clearance in transit. This comes under the scope of work the contractor. The underload and penal load is detected from the Railway Receipt. The penalty calculation underload /over load shall be done as per the table below:

Under Load (UL) + Penal Over Load (POL) (in MT)	
> 15 MT UL + POL < 20 MT	Nil
> 20 MT UL + POL < 25 MT	(-) Rs.2 /- PMT Penalty of quantity received at FPL
> 25 MT UL + POL	(-) Rs.3/- PMT of quantity received at FPL

Note:

- The calculations of Materialisation to be done on monthly basis considering the FPL belt weight.
- The GCV and shortage calculations to be done on rake to rake basis on monthly bill.
- GRN quantity (i.e. Lower of RR weighment and Weight recorded at FPL belt weight (FPL weighment)) shall be considered for all payment purposes (Materialization, GCV, and Shortage).
- GCV Bonus/Damages to be calculated separately grade wise for each rake

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- Bills to be raised on Monthly rake received.

16. PAYMENT TERM :

- The Contractor has to submit the bill on monthly basis, on rakes receipt at FPL, to the concern executive in charge.
- The efforts will be made to release the payment within 30 days of the Receipt of correct submission of bill with all relevant documents complying all statutory requirements. However, if there is any delay on account of unforeseen circumstances beyond the control of the Principal Employer, no interest is payable on the amount due to the Contractor.
- The payment to the Contractor will be made in the shape of Account Payee Bank Cheque/RTGS in favour of the Contractor.
- The payment of the monthly statutory charges will be done after satisfying that all statutory provisions have been complied with. Current bill will have, as enclosed, the certified copies of the payment receipts of previous month made to various statutory agencies.

Note: Invoices and all other supporting and statutory documents to be submitted in original to FPL. These bills will be accompanied by statement showing R/R No. Invoice No. and the net weight GCV, etc. as the case may be. The proof of monthly GST paid by the bidder shall be submitted along with bills.

17. TAXATION & DEDUCTIONS:

- Income tax as applicable shall be deducted from each running bill or final bill and all other statutory deduction shall be made as per applicable laws/rules. No deduction certificate may be submitted against non-deduction of TDS.
- GST will be applicable as per prevailing rate under GTA RCM rules.

18. SECURITY DEPOSIT/PERFORMANCE GUARANTEE:

- The Contractor, within seven (07) working days after receipt of LOI/CONTRACT, shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee, encashable subject to minimum value of Security Deposit of 10 % of the contract value. The Security Deposit Bank Guarantee shall remain valid in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Contract and shall be valid initially for a period of 06 months beyond the period of Agreement.
- The BG format of the same will be available before the signing of contract.
- FPL shall not be liable to pay any interest on the security deposited against performance security.

19. NOTICES :

Any notices, demands and other communications required or permitted to be given pursuant to this

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Contract shall be in writing, sent by certified e-mail, receipt requested by courier or by facsimile, to the addresses of the parties as to be mentioned in the Agreement/Contract to be executed.

20. GOVERNING LAWS:

The contract shall be construed in accordance with and governed by the laws of India. In the event of any litigation, the court at Bhadrak, Odisha shall have exclusive jurisdiction.

21. COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT :

Effectiveness of Contract: The Contract/Agreement shall come into force with effect from the date of signing of the same by both the Parties.

Modification: Modification of the terms and conditions of the Contract, including any modification of the scope of work or of the Contract Price may only be made by written agreement between the Parties..

22. SEVERABILITY

If any term or provision of this Contract is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Contract shall remain unimpaired and in full force and effect.

23. DEFENSE OF SUITS :

If any action in court is brought against FPL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Contractor, their agents, representatives or their sub-contractors, suppliers or employees; the Contractor shall in all such cases indemnify and keep FPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

24. PERIOD / TERM OF THE CONTRACT:

The contract shall be valid for a period of 24 months effective from the Effective Date or any other date if specified in the contract. Further, if the performance is found satisfactory, the contract period may further be extended for 1 year if mutually agreed by Contractor and FPL at same Rate, Terms & Conditions.

25. CONTRACTOR'S OBLIGATION :

The Contractor shall conduct all activities mentioned in the Scope of Work as defined in Volume III of this Tender document with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, and in accordance with best industry practices. The Contractor shall be responsible for timely provision of all resources, information and decision making under its control that are necessary for execution of the Contract. The Contractor shall indemnify and hold FPL and its employees harmless from and against any and all liabilities, damages, claims, fines, penalties

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and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or his Personnel and from any illegal use of any resources by the Contractor. In particular, the Contractor shall provide and employ only such Personnel who are skilled and experienced in their respective areas and supervisory staff who are competent to adequately supervise the work at hand. The Contractor assumes primary responsibility for all the jobs for the execution of the Contract in accordance with the relevant provisions of this Tender Document.

26. FORCE MAJEURE:

Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence including but not limited to any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection, epidemic, pandemic, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 15, (d) any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any other event which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. For the avoidance of doubt, any strikes caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence.

In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.

Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of any period where Services are not carried out as a result of a force majeure occurrence.

27. TERMINATION OF CONTRACT :

Notwithstanding anything herein above contained, in the event of the Contractor being adjudicated insolvent, or being a company dissolved or ordered to be wound up, then in such event, the Contract shall automatically stand terminated and in the event of breach, default or violation of any of the terms hereof by Contractor or for any reason whatsoever, "FPL" shall be at liberty to terminate this contract forthwith and without prejudice to all other rights and claims of "FPL" under this contract or otherwise in law against the Contract/Order and Contractor shall not be entitled to any claim for loss, compensation or damage arising out of any such early termination.

FPL reserves the right to terminate the Contract at any time by giving a notice of 1 (One) month without assigning any reason. FPL also reserves the right to terminate the Contract with Immediate Effect in case of non-performance of the contract by the Contractor or breach of the obligations of the Contractor. The Contractor shall stop the performance of the Contract from the date of termination and hand over all the documents as desired by FPL. However, the Contractor shall arrange to deliver the Coal lying in his custody

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to FPL within 30 days from the day of Notice of Termination. FPL has the right to hold BG and payment till the Coal is delivered. No consequential damages shall be payable by the Owner to the Contractor in the event of such termination.

28. WAIVER OF RIGHTS

No forbearance, delay, or influence by Purchaser in enforcing any of the provisions of this Contract shall prejudice or restrict the rights of Purchaser nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the Purchaser is exclusive of any other right, power or remedy available to Purchaser and each right, power or remedy shall be cumulative.

29. ENFORCEMENT OF TERMS

The failure of either Party to enforce at any time, any of the provisions of the Contract or any right in respect thereto or to exercise any option here in provided, shall in no way, be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract.

30. SUSPENSION OF WORK

FPL may suspend the work in whole or in part at any time by giving the Contractor a notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Contractor shall stop all such work, which the Owner has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of the Contract, which the Owner has not suspended. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

During suspension, the Contractor shall be entitled to receive from the Owner appropriate adjustment in payment for Completion Schedule only.

31. SPLITTING OF WORK:

FPL reserves the right to split up the work in the Scope of this Contract among more than one Contractors during the progress of work due to unsatisfactory progress of work of the Contractor or other reasons. FPL will not entertain any claim from any Contractor as a result of such splitting up. FPL also reserves the rights to exclude/include any item of work from the Scope of Contract during the progress of work due to any reason whatsoever. FPL also reserves the right to inject labor, T&P & materials at the Contractor's cost at any stage of work in the interest of timely work completion, if the progress is not commensurate with the committed schedule and the Contractor will not have any right to object.

32. ASSIGNMENT OR TRANSFER OF CONTRACT:

The Contractor shall not without the prior written approval of the accepting Authority assign or transfer the Contract or any part thereof, or any share, or interest therein to any other person.

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33. SUB-CONTRACT :

The contractor shall not sublet any portion of the Contract without the prior permission of FPL.

34. POWER TO VARY OR OMIT ANY ITEM OR WORK:

No alterations, amendments, omissions, additions, suspensions or variations in the Scope of Work (hereinafter referred to as "variation" in the work) shall be made by the Contractor except as directed in writing by FPL in connection with the Contract. However, FPL shall have the full power, subject to the provisions hereinafter contained, from time to time during the execution of the contract, by notice in writing, to instruct the Contractor to make such variations and be bound by the same conditions as far as applicable as if the said variations occurred in the specification. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent the Contractor from fulfilling any of its obligations or guarantee under the Contract, the Contractor shall notify to the Officer In Charge, FPL, thereof in writing, and FPL shall decide forthwith whether or not the same shall be modified accordingly. The difference of rates, if any, occurring by any such variations, shall be added to or deducted from the contract rate as the case may require in accordance with the rate specified in the work order, but FPL shall not be liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same have been given in writing by FPL.

35. NEGLIGENCE AND DEFAULT:

a) In case of any negligence on the part of Contractor to execute the Contract with due diligence & expedition, to comply with any orders/instructions given in writing by FPL in connection with the Contract or any contravention in the provisions of the Contract, FPL may give 21 days' notice in writing to the Contractor to make good the failure or neglect or contravention and if the Contractor fails to comply with the notice within time considered to be reasonable by FPL, FPL will suspend/terminate business/dealing in part or fully with the Contractor for specific period or complete Contract period.

b) Further in case of such default by Contractor the Owner may also suspend business dealing with the Contractor apart from claiming reasonable compensation/damages, forfeiture of security etc.

36. BANKRUPTCY :

If the Contractor commits any action of bankruptcy or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceedings, except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate on contractor or any such receiver, liquidator or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to FPL and shall for one month during which the Company shall take all reasonable steps to prevent a stoppage of work, have the option of carrying out the Contract subject to the Contractor providing such guarantee as may be required by the Owner but not exceeding the value of work. In the event of the stoppage of work, the period of option under this clause shall be of 15 days provided that, should the above option not be exercised, the contract may be terminated by FPL by notice in writing to the Contractor and the same power and provisions reserved to FPL on the last proceeding clause, of taking the work out of the Contractor's hands, shall immediately become operative.

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37. RISK PURCHASE:

In the event of any failure on Contractor's part to execute the Contract as per the terms mentioned therein, FPL shall be at liberty to either:

- a) Continue with the Contract with due liquidated damages; or
- b) Engage any other Contractor, parallel to the Supplier, to complete part of the balance work at the risk and cost of the Contractor; or
- c) Cancel the Contract and get the Material/Equipment/Goods from any other Contractor at the risk and cost of the Contractor.

38. LEGAL COMPLIANCE:

The bidder shall ensure that his execution of the contract as well as the facility provided by him comply with all provisions of the relevant legislations, regulations and by-laws of the central / state/local authorities having jurisdiction at site and shall, unless mentioned otherwise in Technical Scope of Work, arrange for all necessary statutory approvals at his own cost.

The bidder shall give all notices required under the said acts, regulations and / or by-laws and shall indemnify FPL towards any omission or commission in this regard. The bidder shall be responsible for observing all statutory laws in respect of contract labor engaged by him.

39. SAFETY, HUMAN RIGHTS AND ENVIRONMENTAL COMPLIANCE :

The Contractor has to comply with safety, human rights and environmental requirements during the performance of the Contract.

40. ARBITRATION:

The parties hereto shall endeavour to amicably settle all disputes and differences relating to or arising out of the Contract through friendly negotiations.

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

The place of arbitration shall be Bhadrak, Odisha and the language of the arbitration shall be in English. The Parties further agree that any arbitration award shall be final and binding upon the Parties. The Parties hereto agree that they shall be obliged to carry out their obligations under the Contract even in the event a dispute is referred to arbitration.

41. JURISDICTION:

It is expressly agreed that this Contract shall be governed by the laws of India and any dispute, difference or claim which may arise between the Purchaser and the Supplier in connection with the performance of this Contract or the rights and obligations of the parties hereto, shall be subject to the exclusive jurisdiction of the law courts of the city of Bhadrak (Odisha).

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42. ETHICS:

38.1 GIFTS AND COURTESIES: The Supplier shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

The Supplier shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Supplier undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Supplier undertakes that in the event of use of any corrupt practices by the Supplier, the Company shall be entitled to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Supplier.

If at any time during execution or performance of this Agreement the Supplier is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connected with such employee, the Supplier must report the same immediately at vedanta.whistleblower@vedanta.co.in.

38.2 ANTI-BRIBERY & CORRUPTION:

- (i) The Supplier agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.
- (ii) The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 5.2 (i).
- (iii) The Supplier shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.
- (iv) The Company shall have a right to initiate "audit proceedings" against the Supplier during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. Such audit may be carried out by Company or by a reputed Contractor to be appointed by Company at the sole discretion of Company. The Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.
- (v) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Supplier has failed to comply with the terms of the Agreement including AB&C requirements.
- (vi) The Supplier may submit/report 'Complaints' pertaining to any violation to the Company's ethical

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business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non- employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

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

All the 'Complaints' under this policy should be reported to the Group Head-Management

Assurance at the following address:

Group Head - Management Assurance,
Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id: vedanta.whistleblower@vedanta.co.in

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ANNEXTURE -I

(To be type your letter head)

Ref:

Date :

To

The M/s Facor Power Ltd

D.P Nagar, Randia

Bhadrak-756135

Sub: **Under taking for participation of Tender.**

Dear Sir,

We M/s (Name of the bidder) , is(designation) declare that we have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by FPL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions.

We confirm the following:

- i. We have quoted the prices as per provisions of the Bid Documents.
- ii. We further declare that we have not taken any deviation to provisions of Bidding Documents.

We further confirm the following:

While quoting, we have taken into account all the acts, laws, rules, regulations & notifications of Government of India, currently in vogue, relating to applicability and rates of all duties as applicable.

We agree to abide by this Bid for a period of 180 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by FPL at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this Bidding Document, together with FPL's written acceptance thereof in the form of FPL's Letter of Award shall constitute a binding Contract between us.

We understand that FPL is not bound to accept the lowest or any other Bid. If our Bid is accepted, we undertake to provide Contract Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

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Further, we confirm participation in this bidding process, as per below specified guidelines of FPL.

- a) FPL reserves the right to withdraw the auction at any time without assigning any reason.
- b) FPL reserves the right to re-negotiate with the bidders after the online reverse auction.
- c) FPL reserves the right to reject any bid, irrespective of being lowest, without disclosing any reason.
- d) FPL reserves the right to renegotiate for better payment & delivery terms

We undertake, if our Bid is accepted, to commence work as per Scope of Work immediately upon your Letter of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature

Designation.....

Seal.

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ANNEXTURE-II

EMD FORMAT

1. NAME OF THE TENDERER :
2. ADDRESS OF THE TENDERER :
3. DETAILS OF THE PAYEE BANK :
4. AMOUNT OF EMD :
5. DETAILS OF THE DEMAND DRAFT :

Sl.No	DD No	Date	Bank Name	Branch

6. AMOUNT (In Word) : Rupee.....Only)

- The bidder must deposit the EMD value failing which the company will not consider the tender.

DATE :...../...../2021

SIGNATURE OF TENDERER WITH SEAL

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ANNEXTURE-III

PRICE BID

(PRICE BID (In sealed cover)

1. NAME OF THE TENDERER :
2. ADDRESS OF THE TENDERER :
3. OWNERSHIP OF THE TENDERER :
4. NAME OF THE PERSON/OFFICIAL :
(With designation) authorised submit price bid
5. AMOUNT OF EMD :
6. DATE OF OPENING OF TENDER :
7. **Fixed Service Charges for all Sidings: INR (to be Bidded) PMT**

Description	UOM	Total Rake & Qty (Approx.) (For 24 Months)	Service Charge (Rs./MT)	Value (Rs.)
Charges for Active Mine Management of MCL to FPL Plant Site	MT	360 Rakes X 4000 MT/Rake = 14,40,000 MT	Fillup quoted price	Fillup quoted Value

TOTAL COST IMPACT WOULD BE (Rs...../- (Rupees Only) + GST Extra as Per Govt. Prevailing Rate.

N.B : i) 15/16 rakes from MCL every month (Linkage auction/Exclusive auction/Spot auction).

ii) To be bided/quoted all charges in the above to execute the successful of the contract.

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DATE :...../...../2021

SIGNATURE OF TENDERER WITH SEAL

**ANNEXTURE –IV
Supplier Code of Conduct**

This Supplier Code of Conduct is applicable to all ‘Suppliers’ globally. ‘Supplier’ here refers to suppliers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions (“Vedanta”).

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta’s commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations’ Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti-Corruption, Health and Safety, whichever requirements impose the highest standards of conduct.

▪ **LABOUR & HUMAN RIGHTS**

Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company’s Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

▪ **HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

- The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- Supplier shall follow all Environmental, Health and Safety and other operational policies of the

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Company while executing any work or contract at the company site.

- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

BUSINESS INTEGRITY

Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.
- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices.

▪ **REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM**

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website).

▪ **INTELLECTUAL PROPERTY**

The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta.

▪ **THIRD PARTY REPRESENTATION**

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The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information

▪ **PROHIBITION ON INSIDER TRADING**

If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

▪ **SUPPLIER'S COMPLIANCE COMMITMENT**

Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice.

The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

Please contact the concerned commercial/ Company Secretary if you have any questions about this Code.

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