



Bauxite Tender

Ref: EOI/01/Alumina refinery/LGH/Bauxite/16-17

Date: 08.03.2016

Sub: Tender for purchase of 4,00,000MT Gibbsite bauxite for Green field Alumina refinery located at Lanjigarh, Odisha.

Vedanta Limited (formerly known as Sesa Sterlite Limited), a subsidiary of Vedanta resources plc., is one of the world's leading diversified natural resources companies with business operations in India, South Africa, Australia, Ireland, Namibia, Liberia and Sri Lanka. Vedanta is a leading producer of Oil & Gas, Zinc, Lead, Silver, Copper, Iron Ore, Aluminium and commercial power.

Vedanta Alumina Refinery, a division of Vedanta Limited and leading producer of alumina in India, invites Request for Proposal (RFP) from established, technically competent and financially sound supplier to undertake supply of 4.0 lakh MTPA Bauxite to Vedanta Lanjigarh Plant, Odisha.

1) **QUALITY & SPECIFICATION OF BAUXITE/Laterite:**

For award of contracts for purchase of entire tendered quantity of Bauxite/Laterite Ore bids will be evaluated separately for Ex-Vizag and Delivery at Plant on the basis of respective lowest rate and best quality. Decision on final order placement lies purely with Vedanta Limited.

Gibbsite bauxite/laterite can be accepted as per the below specifications:

Parameters	Value
Tri Hydrate Alumina (THA)	Min.34%
Reactive Silica (R. SiO ₂)	Max. 4.5%
Mono Hydrate Alumina (MHA)	Max. 4%
Carbon Content	Max. 0.2%
Moisture content (Air Dried basis)	Max. 10%
Size less than 150mm	> 95%

Sellers required specifying the Total alumina, Tri-hydrate alumina, Total Silica, Reactive Silica and other parameters content in their bids as per Annexure 3.

2) **PRICE BASIS FOR TENDER:**

The tenderer should submit their offer on **Delivery at Vedanta Limited Lanjigarh (Code: MVAA) Orissa Plant or CFR Vizag Port on DMT basis** for a standard specification of THA of 40% and R-SiO₂ of 2.5% inclusive of all applicable taxes and royalty.

Quality Price adjustment:

For offered THA and R-SiO₂, Fraction Pro-rata Price adjustment would be calculated as per below:

Base Quality: THA – 40% and R-SiO₂ – 2.5%

2.1 Tri hydrate Alumina (THA):

The price per metric ton shall be increased by Rs.150 for each % of THA contained in the material above 40% and such price shall be reduced by Rs.150 for each % of THA contained in the material below 40%.

2.2 Reactive Silica (RS):

The price per metric ton shall be decreased by Rs.250 for each % of RS contained in the material above 2.5% and such price shall be increased by Rs.250 for each % of RS contained in the material below 2.5%.

2.3 Mono-Hydrate Alumina (MHA):

Mono-Hydrate Alumina should be less than or equal to 4%. In case if MHA is above 4%, price shall be reduced by Rs. 150 for each 1% of MHA. There is no price increase on lower MHA content

2.4 For Total Moisture (TM):

Billing Quantity is on Dry Metric Ton (DMT) basis. Final receipt Quantity shall be calculated based on formula: $(100 - \text{Actual Moisture}) / 100 * \text{Weight}$ (As per Bill of Lading).

3) Bid Submission:

Bids are invited for purchase of 400,000MT quantities of Gibbsite grade bauxite/Aluminous Laterite (Bauxite) as under technical Bid (Part- 1) and Initial price offer (part-2)

3.1 Technical Bid (Part-1)

The Techno-Commercial Bid must contain the offer for full quantity of Bauxite of either or all origins along with the following:

- Tender Document duly signed on all the pages as a token of acceptance of the terms mentioned therein by the bidder.
- Self-attested copy of following document in technical Bid:
 - a) Mines consent Operate

- b) Environmental clearance
 - c) State pollution board clearance.
 - d) Mineral trading license (Only for Traders)
 - e) Consent letter from Mine owner to authorize to trade their bauxite.(Only for Traders)
- Techno-Commercial Bid of the bidder must clearly mention the option (Ex-Vizag/Delivery at plant) for which the bid has been submitted.
 - Details of Earnest Money Deposit of Rs.50,000. This shall be submitted through Direct Bank Transfer as per Annexure 2 or Demand Draft in favor of “Vedanta Limited” Payable at Mumbai.

(B) Initial Price Offer (Part 2):

The Price can be quoted for full/partial tender quantity of 4,00,000MT, The Price Bid of the bidder shall contain only the commercial details of the bid offer.

Delivery Period: 1 year from the date of order, delivery schedule will be finalized based on mutual discussion

The bidders will have the following options for submission of quotations for their supply of Metallurgical grade bauxite ore against the tender:

- i. **Ex-Vizag:** Price on DMT basis for CFR Visakhapatnam port
- ii. **Delivery at Plant:** Price on DMT basis against delivery by rail at Vedanta Ltd Lanjigarh (Code: MVAA).

Sealed tenders are requested from indigenous suppliers only – suppliers can be either direct miners or authorized trader of Miners

4) MINIMUM OFFER QUANTITY:

The offer of the bidder will be considered only if it can supply a minimum quantity of two rakes (Approximately 8,000 MT)

DISTRIBUTION OF ORDER QUANTITY:

The distribution of order quantity is at the sole discretion of Vedanta.

The Bauxite quantity under present tender for Alumina Refinery is 400,000 MT (Distributed equally in each quarter) for taking supply by buyer within a period of 12 months extendable by another 2 months at buyer’s discretion from date of order for delivery at Lanjigarh.

5) DELIVERY SCHEDULE:

- Supply to be made in a phased manner within a period of 12 months from date of order for delivery of material at Vizag Port/Lanjigarh
- Seller should indicate their capacity to despatch maximum quantity per month
- The delivery schedule is subject to change depending upon the actual production program of the buyer and seller shall have to regulate the supplies accordingly if requested by the buyer.

6) VALIDITY:

The tender should be valid for acceptance till end of 60 days from the last date of Bid submission. Tender with lesser validity will be liable for rejection at the discretion of the buyer.

7) SAMPLING PROCEDURE:

Sampling of the material by Independent agency shall be carried out in accordance with the international standard practice at all points

a) Delivery at Plant (MVAA):

A third party sampling and analysis shall be conducted by buyer appointed agency at the loading railway station yard on accumulation of stock. Buyer shall also have the right to get the stocks inspected by third party at the mines. Sampling carried out at the time of stock accumulation at loading station yard for dispatch clearance, based on this pre-dispatch quality Buyer shall issue dispatch clearance if quality is in agreed quality. This analysis shall be valid only for dispatch clearance and not valid for price adjustment. Buyer shall also depute inspection agency for sampling during rake loading.

Rake receipt Sampling carried out at MVAA siding by internationally reputed third party agency and analysis done at Vedanta lab shall be declared as supply quality and final for Price adjustment.

Seller shall have the right to appoint their inspection agency and joint sampling with their own cost.

Seller shall challenge the Vedanta results on deviation in quality and in such case Umpire sample shall be tested at mutually agreed umpire laboratory and result declared by umpire laboratory shall be final for both the parties and cost of umpire sampling cost equally Borne by buyer and seller.

b) CFR Vizag Port:

A third party sampling and analysis shall be conducted by buyer appointed agency at the load port on accumulation of stock. Buyer shall also have the right to get the stocks inspected by third party at the mines. Sampling carried out at the time of stock

accumulation at load port yard for dispatch clearance. Based on this pre-dispatch quality Buyer shall issue dispatch clearance if quality is in agreed quality. This analysis shall be valid only for dispatch clearance and not valid for price adjustment. Buyer shall also depute inspection agency for sampling for vessel load sampling and draft survey.

On vessel receipt at Vizag port unload port sampling shall be carried out by Buyer appointed internationally reputed third party agency and analysis done at Vedanta lab shall be declared as supply quality and final for Price adjustment.

Seller shall have the right to appoint their inspection agency and joint sampling with their own cost.

Seller shall challenge the Vedanta results on deviation in quality and in such case Umpire sample shall be tested at mutually agreed umpire laboratory and result declared by umpire laboratory shall be final for both the parties and cost of umpire sampling cost equally Borne by buyer and seller.

8) **Quantity:**

Bidder shall provide the quoted quantity with tolerance of +/-10% from the offered quantity.

Final quantity shall be finalized based on the following.

- **Delivery at plant:** weighment quantity declared by VL in-motion weighbridge shall be final and DMT quantity shall be calculated based on clause 2 as per in-plant receipt moisture as per third party lab report.
- **Delivery at CFR Vizag:** Vessel Bill of lading quantity shall be final and DMT quantity shall be calculated based on clause 2 as per in-plant receipt moisture as per third party lab report.

9) **PAYMENT TERMS**

Payment can be through RTGS or an operative and workable Irrevocable Letter of Credit is to be opened in accordance with Buyer's L/C Draft duly accepted by Seller as below:

- 85% payment against clear bill of Lading at Load port or Railway receipt issued from Indian Railway Copy of local statutory authority No Objection Certificate (NOC) stating mineral royalty, mining dues has been paid and all statutory Clearance in place including Environmental clearance against supplied quantity.
- 15% payment against quality clearance as per plant receipt and subsequent price adjustment.



Vedanta lab analysis certificate issued based on In-plant receipt sampling and quantity adjustment based on in-motion weighment at MVAA siding and Payment certificate issued by Vedanta.

CFR Vizag:

Vedanta lab analysis certificate based on Vizag port unload port sampling and quantity as per BL.

10) Incoterms:

The provisions and definitions of INCOTERMS latest edition shall apply to expressions and abbreviations used in this Contract document or correspondence thereafter, except to the extent it is specifically contrary hereafter.

CFR Vizag delivery: Discharge rate to be 8,000 MT PDPR PWWD SHINC for Vizag Port, for any discharge rate lower than the ones mentioned above, demurrage rate of USD 10,000 PDPR will be to the account of the Buyer. Dispatch shall be half of the demurrage rate.

11) DEFAULT:

Should the seller fail to have the material ready for delivery by the time or times or times agreed upon or should the seller in any manner/or otherwise fail to perform the order should it have a receiving order made against it or made or entered into any being a company should enter into liquidation either compulsory or voluntary), the buyer shall have the power to declare the order as at an end at the risk and cost of the seller in every way. In such a case, the seller shall be liable for any liquidated damages, which the buyer may be put to, incurred or sustain by reasons of/or in connection with the seller's default, or on account of risk purchase.

12) Non Conformance:

In the event the Commodity delivered does not conform to the ranges mentioned as set forth above which affects the refining processes / costs of the Buyer or the Buyer's product or there are elements found which are not given in such specifications, then Buyer shall report such non-conformance to the Seller. The Buyer & Seller shall discuss promptly in good faith within 30 days of intimation of such non-conformance and agree upon a remedy for any financial or technical disadvantage which the Buyer may or may have already suffered.

13) DESPATCH ARRANGEMENT:

The seller shall make necessary arrangement for transportation and timely delivery of the material at Buyer's site at Lanjigarh or Vizag Port. The basis of billing and payment of each



supply will be based on weights/analysis recorded at our end (At plant/Vizag port). The supplies to be made as per details given below, consignment to be despatched to: -

Purchaser:

Head - Procurements

Vedanta Limited (VL)

PO Lanjigarh, Via - Viswanathpur,

Dist. - Kalahandi - 766 027, Orissa.

Email: eoibauxite@vedanta.co.in

14) INSURANCE:

Bidder shall be responsible for insurance of goods till title transfer to VL.

15) EARNEST MONEY AND SECURITY DEPOSIT:

Earnest Money Deposit

All Bidders have to submit Earnest Money of Rs. 50,000. This shall be submitted through Direct Bank Transfer to the bank detail is as per annexure-2 or through Demand Draft in favor of "Vedanta Limited" Payable at Mumbai.

Earnest Money Deposit will be returned within 1 month of date of finalization of contract to all unsuccessful Bidders.

The successful bidders shall provide Security Deposit by way of Bank Guarantee from a first class bank within a period of one week from the date of finalization of contract. Security Deposit shall be 0.5% of total contract value, this shall be in the form of Bank guarantee.

This Security Deposit is towards faithful performance of the obligations under the Contract and the Bank Guarantee shall be valid till last date of contract period and should have a claim period of six months thereafter and extendable at the instance of VL if required. This Bank Guarantee shall be a confirmed by a first class Indian Bank, for foreign Bidders, without recourse, Irrevocable and available for payment at the counters of any bank in India or corresponding branch in India of the foreign bank.

VL shall be entitled to withhold and appropriate the amounts as security, if any, due from the Bidder to VL, against its claims against the Bidder under the Contract.

VL reserves the right to invoke the bank guarantee for any or all losses to VL arising out of the non-performance of the Bidder under the Contract without prejudice to its rights to enforce any other legal remedy for recovery of such losses.

The Bidder shall ensure that at all times, that the security deposit is not reduced below the prescribed limit and in the event of any such shortfall due to invocation of bank guarantee by VL, the Bidder shall immediately on notice, replenish the deposit amount to the extent of the short fall.

To successful bidder Earnest Money Deposit will be released within 15 days of receipt of Security Deposit / Bank Guarantee. Failure to furnish the Bank Guarantee shall be treated as failure to discharge the duties under this agreement and shall result in termination of the Contract.

16) OTHER TERMS:

- a. Bidder will be independent supplier and not an employee or an associate of the VL. Similarly persons employed by Bidder to carry out work assigned to Bidder will be the employees of Bidder and will not have any employee/ employer relations with VL.
- b. Bidder shall not use the name of the VL in any manner either for credit arrangement or otherwise. It is agreed that the VL shall not in any way be responsible for the debts, liabilities or obligations of Bidder and / or its employees.
- c. Bidder shall abide by all the existing statutory requirements and ensure to take adequate steps to maintain all the relevant statutory rules that may be revised from time to time within / during contract period.

17) ENVIRONMENTAL PROTECTION:

The Bidder shall be solely responsible for damage caused to the surrounding/environment during transit.

The Bidder shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.

VL shall not be deemed to be responsible in any manner whatsoever for any legal action taken against the Bidder for any environmental or other hazard during the time of disposing the scrap by any authority or court of competent jurisdiction. In the event of such action against VL, the Bidder shall reimburse all such costs and expenses incurred in this regard.

18) RELATIONSHIP WITH EMPLOYEES OF VL:

Bidder shall not avail the services of any of the employees of VL, directly or indirectly or enter into any monetary transaction with the employees of VL at any time either pursuant to the Contract or otherwise and after expiry or sooner termination thereof.

Favors such as bribes, commission, gifts or advantage given, promised or offered by or on behalf of Bidder or its partners, agents or servants to any of the employees of VL or their

agent or relatives in return of favors or agreeing to do such favors or disfavor to any other person entity or such other third party in relation to the Contract shall result in the termination of the Contract in addition to initiation of such civil or criminal proceedings at the sole discretion of VL and VL reserves the rights to recover any loss or damage resulting from such termination from Bidder to the extent of the value of loss involved along with all incidental and concomitant expenses and interests or damages in lieu thereof.

19) NOTICES:

All notices under the Bid shall be in writing and shall be served, either by hand delivery or by sending the same by registered post addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

20) MUTUAL ASSURANCES:

Each of the parties hereby covenants to use its best efforts to take or cause to be taken, all action and do or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective as soon as reasonable practicable, the transactions herein contemplated. Each party shall co-operate with others, as reasonably requested, to assist such parties in complying with the request of clients and requirements of governmental and regulating authorities.

21) SEVERABILITY:

The invalidity, illegality or unenforceability of any of the terms and conditions of the Contract shall not affect or impair the validity, legality or enforceability of any other provision of the Contract. The parties shall make all reasonable endeavors to agree as far as possible that invalid terms are amended or replaced by valid terms with a similar effect in order to maintain the purpose and continuity of the Contract.

22) ARBITRATION:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

Disputes shall be settled by arbitration in accordance with the following provisions:

- i. Any dispute between the parties which cannot be settled by amicable settlement within thirty (30) days after receipt of by one party of the other party's request for such amicable settlement shall be submitted to arbitration by sole Arbitrator to be appointed by the Head, Raw Materials, of Vedanta Limited, Alumina Refinery project, Lanjigarh.

- ii. The arbitration proceedings shall be conducted in accordance with procedure and provisions of the Arbitration & Conciliation Act, 1996.
- iii. The arbitration proceedings shall be held at Lanjigarh and the Courts at Kalahandi District, Orissa shall have the jurisdiction.
- iv. The decision of the sole Arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the parties hereby waive any objections to or claims of immunity in respect

23) BIDDE'S OBLIGATIONS ON PR/LIAISON:

The supplier acknowledges that upon being awarded the contract, they are integral business partners of Vedanta Limited and not merely a service provider, contractor or a supplier. As part of Corporate Social Responsibility, Contractor shall undertake suo moto the required PR and CSR initiatives, which shall include, amongst others, the following:

- Maintaining cordial relationship with opinion makers at local and state level.
- Proactive efforts in ensuring on-time clearances/ approvals/ consents from relevant authorities applicable under this Contract.
- Undertaking visible CSR initiatives in form of improving existing public amenities such as roads, school buildings, drinking water system, religious places etc. The extent of commitment in this regard shall be commensurate with the stature of the Contractor and the value of order being executed as directed by VL from time to time.
- To contribute to the well-being of the local community at large.
- The supplier shall employ the PAP of the locality to the maximum extent possible.

24) Governing law

This contract shall be governed by, construed and enforced in accordance with the laws of India.

25) Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of Kalahandi/Bhubaneswar, Odisha, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

26) Dispute resolution

Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation in accordance with the India Mediation Rules of London Court of International Arbitration (LCIA). If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA India Arbitration Rules, which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

- i. A forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.
- ii. The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Bhubaneswar, India.
- iii. The award made in pursuance thereof shall be final and binding on the parties.

27) Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other, whether arising under Agreement, tort (including negligence), strict liability or otherwise, for loss of business or anticipated profits, loss of opportunity, loss of reputation and any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

28) Entire agreement

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

29) Severability

If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

30) Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument.

31) No Agency

The parties shall perform all obligations under this Agreement as independent contractors and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

32) Force Majeure

- i. Neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) fire, flood, earthquake or like natural calamity, war, (c) riot, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, [(e) court order, change in law, actions of Central / State government or its authorities], requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions in the supply of power and defects or delays in deliveries by sub-contractors, destruction of production facilities, (g) Production stoppage due to unavailability of raw material and embargoes. Or (h) any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen (“Force Majeure Events”).
- ii. The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- iii. If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.]

33) Notices

Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 7th day on dispatch by post.

34) Non-waiver/exercise of rights

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

35) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

36) Assignment

Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party (ies) hereto.

37) Amendments

The Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

38) Code of Conduct

The supplier confirms having read and understood the Supplier Code of Conduct and Insider Trading Prohibition Policy of Vedanta Ltd., a copy of which has been provided to the supplier and is also available at.

[http://www.vedantalimited.com/media/89142/vedl_supplier_code_of_conduct.pdf]

and which inter alia includes (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of all anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010 ; and (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions

where securities of the company may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015 [SEBI (PIT) Regulations, 2015], a copy of which is also available at.

[http://www.vedantalimited.com/media/82811/final_vedanta_ltd._insider_trading_prohibition_policy_may_2015.pdf] which inter alia prohibits the supplier and its employees and associates from trading in the securities of the company based on any 'Unpublished Price Sensitive Information'. The Supplier confirms that he/she has read the relevant regulations stated above and policies of the company at the time of entering into this Agreement and undertakes to abide by the terms thereof to the fullest extent at all times. The supplier affirms that it has formulated a Code of Conduct and instituted appropriate measures to comply with the requirements of SEBI (PIT) Regulations, 2015 as amended from time to time.

The Seller shall declare any conflicts of interest with the Purchaser including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Purchaser. The Seller shall not use the services of any employees of the Purchaser, whether directly or indirectly or offer any inducement or give, offer or promise any gifts, reward, bribes, compensation, kickbacks or any favour or thing of value to an employee of the Purchaser or any person connected with such employee. The Seller undertakes that in the event of use of any corrupt practices by it, the Purchaser shall be entitled to terminate the Agreement forthwith and recover from the Seller, the amount of any loss arising from such termination. A determination of the Purchaser or its nominee to the effect that a breach of the aforesaid undertaking has been committed shall be final and binding on the Seller. The Parties agree to comply with the provisions of the UK Bribery Act, 2010 and in case of a breach thereof, the same shall be treated as a breach of this Agreement.

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

39) Confidentiality

Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations.

The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.



Unless otherwise agreed, this clause shall continue to remain in force for a period of 2 year after the expiry or termination of this Agreement.

For the purposes of this Agreement, the term 'Confidential Information' includes such non-public information which is disclosed by either party to the other party, whether or not marked confidential, and which includes inter alia, business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee or officers' data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, financial statements and other non-generic information whether tangible or intangible, written or oral, relating to any released or unreleased concepts, ideas, projects and services, the marketing or promotion of products and any other information received from any source which would be deemed as confidential or proprietary.

Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

40) SUBMISSION OF BIDS:

The tenderers desirous to quote on the above basis must submit their offer along with the Price Bid to be submitted in only one original set in a sealed envelopes with super scribing on the cover "TENDER FOR SUPPLY OF BAUXITE" separately sealed and should be addressed to: -

Head - Procurement
Vedanta Limited (VL)
PO: Lanjigarh, Via - Viswanathpur,
Dist. - Kalahandi - 766 027, Orissa.
Email: eoibauxite@vedanta.co.in

Annexure 1 Price BID		
Tender No:		
Delivery terms	Quoted Quantity (MT)	Bid Price(Rs.) Per DMT
Delivery at Plant(MVAA):		
CFR Vizag port:		
Quality:		
Tri Hydrate Alumina (THA)%	Reactive Silica (R-SiO ₂)%	Mono Hydrate Alumina(MHA)%
<p>Date:</p> <p style="text-align: right;">Name of the bidder: _____</p> <p style="text-align: right;">Signature with Stamp/Seal: _____</p> <p style="text-align: right;">Name of the authorized signatory: _____</p> <p style="text-align: right;">Designation of the authorized signatory: _____</p>		

Annexure: 2	
Beneficiary Name:	Vedanta Limited- Aluminium & Power
Credit Account No:	054451000039
Centre (Location):	MIDC
Bank:	ICICI Bank Limited
Branch:	Trans Trade Center, Near Seepz, Midc, Andheri (E), Mumbai – 400093
Account Type:	Cash Credit
IFSC Code:	ICIC0000544
Demand Draft Details: In Favor: Vedanta Ltd., Mumbai	
DD Issued Bank:	
DD Number:	
DD Issue Date:	

Annexure: 3		
Specifications Metric	Minimum	Maximum
THA %		
MHA %		
R.SiO ₂ %		
SiO ₂ %		
Moisture %		
% Fe ₂ O ₃ + % TiO ₂		
Size (in mm)		