VEDANTA ALUMINIUM LIMITED.

AND

STERLITE ENERGY LIMITED

REQUEST FOR QUOTATION (RFQ)

For

TRANSPORTATION OF COAL FROM MINES TO VAL CPP AND SEL IPP

4th October 2012

GENERAL TERM AND CONDITION OF RFQ

VEDANTA ALUMINIUM LIMITED

AND

STERLITE ENERGY LIMITED

RFQ reference No: RFQ/VAL& SEL/JSG/COAL TRANSPORTATION/01/12-13

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERS

1. All the pages of the tender/bid should be signed and seal should be affixed.
2. No over writings or correction shall be accepted unless authenticated with signature.
3. The tender/bid along with the **Earnest money deposit (EMD) of Rs.5 lacs in the form of Demand Draft in favour of Vedanta Aluminium ltd , payable at Jharsuguda** in a sealed envelope should reach VAL\SEL within seven days of the EOI publicatation.VAL\SEL will not be responsible and will not be in a position to entertain any delays on account of postal delays, loss of documents, etc.
4. On submission of the RFQ documents by the bidder, it shall be deemed that the bidder has clearly understood and has unconditionally accepted all the terms and conditions of the bid
5. Rates will be quoted in the separate rate sheet attached to the RFQ document and signed.
6. Vendor registration from attached annexure I shall be submitted along with tender

The above documents or any correspondence in relation to RFQ should be addressed to the following address:-

VINOD AGRAWAL
AGM- COAL LOGISTICS
VEDANTA ALUMINIUM LIMITTED
SITE OFFICE, PLANT-1
JHARSUGUDA-768202
ORISSA, INDIA

(Kindly mention the tender reference number on the top of the envelope)

NO-RFQ/VAL& SEL/JSG/COAL TRANSPORTATION/01

SUBJECT- RFQ FOR TRANSPORTATION OF COAL FROM MINES OF MAHANDI COALFIELDS LTD **(KULDA, BASUNDHARA, LAKHANPUR, SAMLESWARI, BELPAHAR, LAJKURA, HIRAKUND BUNDIA - HBI)** TO VEDANTA ALUMINIUM LIMITED (VAL) & STERLITE ENERGY LIMITED (SEL)

Please find herewith our details scope of work, standard terms & conditions for Lifting and Transporting our own Adhoc /Spot auction/forward auction Coal from **MCL Mines** to our Sterlite Energy Limited (SEL) 2400 MW independent Power Plant ,Banjari,Jharsuguda(hereinafter referred to as the "SEL"which expression shall unless excluded by or repugnant to the context thereof ,Include its successors and permitted assigns) & 1215 MW captive Power Plant Vedanta Aluminium Limited (VAL) located at Jharsuguda (hereinafter referred to as the "VAL"which expression shall unless excluded by or repugnant to the context thereof ,Include its successors and permitted assigns

1. <u>Details Scope Of Work</u>

1.1 It shall be the responsibility of the Carrier to co-ordinate with MCL for obtaining the clearance for Supply of Coal to VAL/SEL

1.2 It shall be the responsibility of the Carrier to co-ordinate at the loading point to ensure proper quality and quantity is getting loaded for VAL/SEL

1.3 It shall be the responsibility of the Carrier to place the trucks at Mines for loading, coordination with all related agencies for loading & subsequently transportation from Mines to our plant as per requirement given by VAL/SEL vide respective DO.

1.4 The Carrier will keep us informed about the day to day development in respect of the policy of MCL and movement status of trucks.

1.5 The Carrier will directly deal with the Truck Owners Association/Union for availability of trucks & all other issues as & when required.

1.6 The Carrier has to check the condition of the trucks before placement for loading to ensure no loss of the material due to spillage during transit.

1.7 The Carrier shall ensure that all the trucks should come with tarpaulin covering from the mines to plant

1.8 In case there is any breakdown of the vehicle during transit, the Carrier has to inform 'VAL/SEL' immediately by E-mail/fax & put best efforts to get it repaired at the earliest possible time. If it is observed that vehicle may take more than 24 Hrs time, he should make best efforts to deliver to 'VAL/SEL' by transferring the material in other vehicle. The carrier has to make best efforts to ensure no loss of quality & quantity during this activity.

1.9 Carrier has to ensure delivery of the same quality of coal at VAL/SEL ,loaded from mines.

1.10 It shall be solely responsibility of the carrier to ensure no shell, mud, & boulder to be loaded in to the trucks while loading at mines.

2. QUANTITY-

2.1 **Tentative quantity -As per the attached annexure (III)**

2.2 Our GRN (Goods Receipt Note) will be booked for the coal quantity physically received at "SEL/VAL" site and whichever is lesser between MCL weigh bridge quantity and & SEL/VAL Weight bridge quantity

2.3 For billing purpose SEL/VAL will consider the GRN booked quantity received at VAL/SEL Weigh Bridge. If there will be some shortage on lifted quantity from mines in comparison to VAL/SEL weight Bridge quantity and MCL Weight Bridge quantity, "SEL/VAL" will recover the total coal value of shortage quantity from carriers account .

2.4 **Delay reporting:** The carrier should put best efforts to ensure that trucks are reporting at our factory premises within the reasonable time of 6 to 8 hrs after dispatched from mines .Delayed reporting beyond 48 hrs from the date & time of loading will be viewed seriously & it may result in imposition of huge penalty and termination of contract without any further notice.

2.5 **Shortages/Excess:** At SEL/VAL Weigh Bridge if the trucks showing Excess/Shortage in gross wiehgt by 500 Kgs as compared to mines gross weighment ,shall be denied for weighment. We may allow truck for weighment after satisfactory reply given on the concern matter by the carrier .In case quality is poor, the material could either be rejected or suitable penalty will be imposed on carrier before allowing entry of the truck

Note- If we found shortage more than 1 MT between VAL/SEL Weigh Bridge and MCL weigh Bridge VAL/SEL reserve right to reject the coal or two times of coal value (As per MCL price) will be deducted from carriers account before allowing the trucks for weighment.

Any decision taken by SEL/VAL shall be binding and final for payment purpose in all such cases.

3. DELIVERY SCHEDULE:

Delivery Schedule will be communicated to Carrier on monthly /rolling DO basis.

3.1 Carrier will have to ensure the safe delivery of our order quantity from mines to our plant ensuring no pilferage, en route malpractices. Failure to adhere the same will attract penalty decided by VAL/SEL along with blacklisting of trucks and carrier as well. In case of the failure to lift total quantity within the stipulated time given by MCL because of the delay in lifting of Coal by carrier and/or partial quantity is lost, then equivalent EMD of the quantity lapsed shall be recovered from carrier bills/payments.

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

Table No-1,Daily despatch Report					
Delivery Order No(DO No)					
Purchase Order NO (PO NO)					
Mine					
Company					
SI NO	Date of Despatch	Truck No	TP No.	GP NO	Net quantity in MT
1					
2					
3					

4.QUALITY-

Refers to the attached annexure (II) regarding all the quality parameters through this agreement. The details regarding Guaranteed GCV, Bonus, Penalty and VM clause against the quality parameter for each mine are in the attached annexure (II).

4.1 Total Moisture (%):

Guaranteed Moisture would be 11 %. for Monsoon Season would be 13% (July, August & September)

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

$$\textbf{Adjusted Weight} = \frac{\textbf{Received Quantity X (100 – TM at SEL/VAL)}}{\textbf{(100 – Guaranteed TM i.e. 11\% or 13\%)}}$$

There would be no premium for lower moisture.

4.2 Volatile Matter (%)

Carrier has to ensure **Volatile Matter (VM) above 16% on each lot** will be delivered on As Received Basis**. Penalty of Rs 20 per MT** will be imposed on each lot having less than 16% VM.

There would be no premium for higher Volatile Matter

Note: The third party analysis results at VAL/SEL end would be final. Carrier may deploy representative for witnessing the sampling done at VAL/SEL.

Sampling would be done taking a lot size of 1500MT (+/- 10%) or any other lot size as decided by purchaser from time to time , for find out weighted average GCV (ARB) and the same would be considered for bonus/penalty calculation

5. TRANSPORTATION AND SERVICE CHARGES

The transportation rate will be (Union rate + premium), please refer to the attached annexure (I) for details

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

6. TAXES:

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

7. PAYMENT TERM:

7.1 Separate Bills against Service Charge and Transportation shall be raised for **10000 MT** lot and **payment would be released within 15 days from submission of the bill** duly certified by SEL/VAL.

7.2 Indemnify SEL/VAL for any loss caused to SEL/ VAL due to the coal trucks operators at the time of unloading in the Plant or customer end and / or during transit (Inside plant premises) and the carrier shall indemnify and keep indemnified SEL/VAL against any such loss or damage and shall pay to SEL/VAL such amount as SEL/ VAL may be called upon by law or circumstances to pay. The Carrier shall remain at all times, liable and responsible to SEL/ VAL for any loss or damage caused to any building, plant and machinery or the property etc. of SEL/VAL by any carelessness, negligence, inexperience or willful fault of the carrier or his agent or by his employee of which SEL/VAL alone shall be the sole judge. VAL/SEL shall be at the liberty to debit any cost of repair to loss or damage to the account of carrier.

8. TENURE:

8.1 Notwithstanding the date of execution of this contract ,this contract shall be valid for a period of six month from 1st Nov'12 to 31st Apr'13 with effect from 1st Nov'12.

8.2 However VAL/SEL may at its sole discretion to extend the contract for a period of further six month based on carriers performance

9. BANK GUARANTEE

9.1 The carrier shall deposit an amount of Rs. 20, 00,000/-(Rupees Twenty Lacks only) as security deposit for the term of this Agreement. The Security deposit shall not carry any interest. In lieu of security deposit, SEL/VAL may accept bank guarantee of equivalent amount, in the format agreeable to the SEL/VAL. The Bank Guarantee shall be valid for the tenure of Agreement.

9.2 It shall be lawful for SEL/VAL to adjust from all the pending or future bills and also to appropriate the entire deposit or any part there of, against non-performance, losses, damages, costs, charges or expenses arising out of the carrier's performance or non-performance/ observance or non-observance of any of the terms and conditions of this Agreement. The decision of SEL/ VAL as to the quantity, quality shall be final and binding for the carriers.

9.3 The Carriers agrees to meet any short fall in the amount of security deposit as within 7 days of it's having fallen short due to any deduction, failing which it shall be recovered from carrier pending bills with VAL/SEL

10. EARNEST MONEY DEPOSIT:

10.1 Prospective bidders shall submit their offers along with EMD **of Rs, 5,00,000/-** (Rupees. Five lacks only) by Demand Draft in favour of "Vedanta Aluminium Ltd", payable at Jharsuguda. The bidder hereby expressly represents that any demand draft submitted by it with Vedanta Aluminium Ltd. has been drawn by from their own account.

10.2 VAL/SEL reserves right to forfeit the entire EMD, if the successful bidder fails to execute the contract before the date as provided by VAL/SEL.

10.3 EMD will be refunded on completion of tender evaluation. No interest is payable on this deposit. In case of successful bidder, the EMD will be returned on receipt of security deposit in the form of Bank Guarantee / DD.

10.4 Once the contract is awarded to the service provider and if the service provider fails to withstand their commitments before depositing the security deposit, EMD of Rs. 5 lacs will be forfeited.

10.5 Offer without EMD will be outright rejected.

11. EMD/PENALTY ON QUANTITY LAPSE :

11.1 For Adhoc Coal Penalty of Rs 100 per MT will be deducted on lapsed quantity on account of failure to lift the entire quantity within the DO validity period.

11.2 For Spot/Forward auction penalty of Rs 500/400 per MT will be deducted on lapsed quantity on account of failure to lift the entire quantity within the DO validity period.

11.3 Always the Value of EMD will be decided based on MCL term and condition as per spot/fwd auction.

12. BLACK LISTED TRUCKS:

List of black listed trucks /banned trucks will be provided to carrier on monthly basis, You will have to ensure that no banned trucks are loaded at mines, For VAL/SEl failure to which we will deduct Rs.5000/ per truck as penalty.

13. TRANSIT PASS LOSS :

All the trucks coming from the mines should have the transit pass (TP) with them. If the transit pass lost penalty of **Rs. 5000/ per truck** will be deducted from carrier bill

14. SCORE CARD :

Carriers score card will be evaluated on month to month basis , by considering the factors like Lifting capacity, GCV, Delay reporting , shortage and other parameters .Necessary score card rating of evaluation process shall be sent to the successful bidders along with transportation contract .Score card rating below 50 % may result in to cancellation of contract after giving 1 month notice by VAL/SEL

15. MANPOWER:-

15.1 The carrier shall employ & provide such qualified & experienced personnel as required to render the services

15.2 The titles, agreed job description, minimum qualification & estimated periods of engagement in carrying out of service of each of the bidder's Key personnel shall be as per job requirement

15.3 SEL/VAL is indemnified from any injury or loss of life to persons employed by carrier

15.4 Carrier will have to fulfill the statutory compliance with safety PPE's for manpower provided by carrier.

16. RADIO-FREQUENCY IDENTIFICATION (RFID)/GPRS :

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

17. PARALLEL CONTRACTS

VAL/SEL reserve the right to allocate transportation contract/quantity from one mines to multiple service providers

18. INSURANCE POLICY

The trucks/trailers should be in perfect roadworthy condition and shall have at all times valid Registration Certificates, Certificate of Fitness, Insurance, PUC Certificate, Road Tax Payment receipt, permits etc. as may be required for operating the vehicles for Transportation.as per RTO rule and regulatations.

GENERAL TERMS & CONDITIONS

19. STATUTORY COMPLIANCE

The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land which interalia includes Central/State Labour laws and Regulations/Rules made there under including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948. Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979 ,The Motor Vehicle Act,1988. OMPTS rule,2007. The Service Provider shall also be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State Labour laws and Regulations/Rules made there under in respect of Workmen employed by it.

20. SERVICE PROVIDER'S WARRANTIES & REPRESENTATIONS

The Service Provider hereby, warrants and represents that:

19.1 The Services under this Service Order shall be strictly in accordance with the agreed terms.

19.2 The Services to be provided under this Service Order shall not infringe any third party intellectual property rights.

21. SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES

20.1 Neither this Service Order, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Service Provider without the prior permission of Purchaser.

20.2 All the Confidential information or data supplied by Purchaser to the Service Provider in connection with the service being provided by the Service Provider shall remain the property of Purchaser or its licensors. If the Confidential Information is disclosed by the Service Provider to an unauthorized third party, the Service Provider agrees to indemnify Purchaser from and against the same.

20.3 You will ensure safe turnaround of trucks following the speed limits within VAL/SEL premises.

20.4 The sole responsibility of the performance of the sub-carrier rests with the Service Provider and the Service Provider shall be liable for any work done by its sub-carrier, agents, employees or officials. However, Purchaser reserves the right to claim damages and enforce rights on the sub- carrier solely or jointly with the Service Provider but such enforcement will not absolve the Service Provider from any liability.

20.5 Indemnify the Service Provider from and against all actions, suits and proceedings by the third party for the acts/omissions of the Service Provider and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which the Purchaser may be liable to pay, incur or sustain as a result of performance or non performance, observance or non observance by the Service Provider of any of the terms and conditions of this Service Order.

20.6 If the Service Provider fails to provide the Services within agreed time,and fail to fulfill the day to day requirement , the Service Provider shall indemnify the Purchaser for all losses/ damages suffered by the Purchaser. The Purchaser shall be at liberty to avail the Services from any other supplier at risk and cost of Service provider.

20.7 Compliance with all the applicable laws and regulations and advise the Purchaser regarding, compliances, if any to be made by the Purchaser.

20.8 Purchaser shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Service Provider or any security, all amount(s) which the Purchaser may be liable to pay, incur or sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Service Order by the Service Provider.

22. ENTIRE AGREEMENT:

21.1 This Service Order and General Terms and Conditions constitute the entire Agreement between the Parties with respect to the subject matter hereof. It sets forth all intended rights and obligations and supersedes any and all previous Agreements and understandings between them with respect to the subject matter hereof.

21.2 To be effective, any modification of the terms and conditions of this Service Order shall be in writing and signed by authorised representatives of both Parties.

21.3 Notwithstanding the date of execution of this Service Order, the Supplier shall be liable for fulfilling its obligations under this Service Order within the time stated in this Service Order.

23. FORCE MAJEURE

22.1 If any time during the continuance of this Service Order the performance in whole or in part by either Party or any obligation under this Agreement shall be prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, lightening, flood, explosion, epidemics, quarantine restrictions or any other event beyond the reasonable control of the Party concerned (hereinafter referred to as “the eventuality”), then notice

of such eventuality shall be given by the affected Party to the other within fifteen (15) days from the date of occurrence thereof.

22.2 If the performance in whole or part of any obligation under this Service Order is delayed by reason of any such eventuality for a period exceeding one (1) months, the parties shall meet and review in good faith the desirability and conditions of terminating this Service Order.

23. TERMINATION

23.1 This Service Order shall be terminated by Purchaser without any prior notice and without any compensation under the following Circumstances:

i) Service Provider has becomes insolvent; or

ii) Service Provider has been convicted of any crime which in Purchaser's reasonable judgment is likely to adversely affect the goodwill of Purchaser; or

iii) Any failure by the Service Provider to comply with any of the provisions of the Service Order; or

iv) Failure of Service Provider to provide services/deliverables as per agreed time schedule; or

v) Service Provider assigns the Service Order to any third party without the consent in writing of Purchaser; or

vi) If any of the representations of the statements etc. made by the Service Provider in connection with this Service Order are incorrect or are found to be incorrect

23.2 The termination by Service Provider for reason stated above shall be without prejudice to other remedies that are available to Service Provider under this Service Order and/or Law.

24 WAIVER OF RIGHTS

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

25 SEVERABILITY

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

26. NOTICES

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

the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

27. ARBITRATION & JURISDICTION

27.1 The event of any dispute arising out of the performance or the interpretation of this Service Order, the Parties hereby agree to make every effort to reach an amicable settlement.

27.2 Any dispute, controversy or claim arising out of or relating to this Service Order, or the breach, termination or invalidity thereof shall be settled by reference of dispute to Sole Arbitrator to be appointed by the Chief Executive Officer or the Managing Director or the President of the Purchaser. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Jharsuguda, Orissa. The language used in arbitral proceedings shall be English.

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

28. SUPPLIER CODE OF CONDUCT:

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

The carriers

Shall insure compliance to all government norms local & international on statutory compliance such as, environment protection, minimum wages, child labour, US foreign corrupt practice act, Anti-bribery, corruption, health and safety etc.

Shall follow all environments, health and safety and other operational polices of the company while executing the work order this agreement /contract at plant site.

Shall not take any recourse to any unethical behavior (implicit & explicit) with any employee of Vedanta for the purpose of obtaining an order or any information that may result in a favorable financial impact more specifically :

Shall not offer or accept bribe or use other means of obtaining undue or improper advantage no supplier or its representative or employees shall offer to any employee of Vedanta a kickback, favor, gratuity or anything of value to obtain favorable treatment or for the advance of Vedanta

Shall not take any advantage of any family/Social/Political connection in obtaining favor with regard to any order. Merit shall be for the sole attribute for association with Vedanta

Shall not offer any gift & entertainment for the propose of obtaining an order or any undue favor (also refer the gift policy of Vedanta which is uploaded on company website

Shall forthwith report any unethical activity or discrimination if practiced by any Vedanta employee /other supplier as per Vedanta whistle blower policy (uploaded in the company website).

Shall desist from unfair trade practice with carrier competitors who are also associated with Vedanta.

Shall protect/not in –fringe with any Vedanta intellectual property/information/tech-ology. Which comes to carrier knowledge during the course of business relationship /dealing with Vedanta.

29. UK ANTI-BRIBERY ACT

The or carrier shall comply with the anti-Bribery policy & corruption (AB&C) requirement as applicable to the them

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

30. SAFETY COMPLIANCE

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

The following Safety rules has been strictly implemented for all coal trucks received inside VAL/SEL.premises and that has strictly followed by s or Carriers.

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

- Trucks should maintain speed limit of 20 KM per Hour inside the factory premises. Any rash driving shall be penalized on the spot.
- No over loading of trucks shall be entertained.
- No spillage of coal en route from mines to our plant shall be entertained.
- All the general terms and conditions as per our work order should be complied fully.
- NO drunk and Drive shall be entertained inside factory premises.
- Trucks used for coal transportation should have proper tarpaulin covers from mines till our Coal yard.
- No overtaking of vehicles shall be permitted inside plant premises.
- Back horn to be made available in Coal Truck.

PENALTY WILL BE IMPOSED AS UNDER:

- Rs 1,000/- per incident of over speeding inside plant premises(plant speed limit 20 kmph
- Rs 1,000/- per trucks coming inside plant premises (VAL & SEL) without Radium reflective sticker

In case it is found that there is a deviation with the above safety norms by the s/carriers then VAL/SEL has right to put the trucks at banned list and impose Penalty as dim fit

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

Shall be solely responsible for any fatality happens through truck deployed by him during contract executions inside and outside of plant premises. .He has to bear the penalty amount of 6 Lac (Approx.) which will be paid to victims family for any such cases comes to happen in side plant premises .Failure to this VAL/SEL will paid the same amount and shall be deducted from account

Such cases happened at Outside plant premises; has to ensure that no operational disturbance will occurred due to this. has to solve such cases immediately.

31. WHISTLE BLOWER POLICY

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

Complaints and the Investigation Procedures

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

POLICY

Employees have the opportunity to submit / report „Complaints" pertaining to the

Following areas such as:

31.1 fraud (an act of willful misrepresentation which would affect the interests of the concerned) against investors, securities fraud, mail or wire fraud, bank fraud, or fraudulent statements to the Securities

and Exchange Board of India (the "SEBI"), the U.S. Securities and Exchange Commission (the "SEC"), the relevant stock exchanges, any other relevant authority or members of the investing public.

31.2 violations of any rules and regulations applicable to the Company and related to accounting and auditing matters

31.3 Intentional error or fraud in the preparation, review or audit of any financial statement of the Company

31.4 Any violations to the Company's ethical business practices as specified in the Company's Code of Conduct policy

31.5 any other event which would affect the interests of the business

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

review process.

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

PROCEDURES

Receipts of 'Complaints'

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

Group Head – Management Assurance,
Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099
Tel No. +91- 22 – 66461000
Fax No. +91- 22 – 6646145

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

Treatment of Complaints

Group Head - Management Assurance shall review the Complaint. Investigations may be carried out either by the MAS team or any other external agency / legal counsel or any company employee(s) as the Group Head – Management Assurance may feel appropriate. The investigation team will submit their findings or recommendations to the Group Head - Management Assurance.

Once every six months and whenever else as deemed necessary, Group Head - Management Assurance shall submit a report to the Audit Committee that summarizes the number of Complaints received and status of actions taken.

Access to Reports and Records and Disclosure of Investigation Results

All reports and records associated with Complaints are considered confidential information and access will be restricted to members of the Audit Committee, Group Head – Management Assurance and any other person as permitted by the Group Head – Management Assurance. Complaints and any resulting

investigations, reports or resulting actions will generally not be disclosed to the public except as required by any legal requirements or regulations or by any corporate policy in place at that time.

Retention of Records

All documents relating to such Complaints made through the procedures outlined above shall be retained for at least five years from the date of the „Complaint", after which the information may be destroyed unless the information may be relevant to any pending or potential litigation, inquiry, or investigation, in which case the information will be retained for the duration of that litigation, inquiry, or investigation and therefore as necessary

Amendment to the policy

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

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