



TENDER DOCUMENT FOR SUPPLY OF FABRICATION ITEMS.

TENDER NO: BALCO/SUPPLY ARC/ FABRICATION ITEMS/17-18



Head Commercial
Bharat Aluminum Company Ltd.
Commercial Office
Admin Building
BALCO NAGAR
Korba – 495684
Tel: +91 7759 252256
E-mail: tender.korba@vedanta.co.in

INSTRUCTION OF BIDDERS

Vedanta Resources plc (“Vedanta”) is a LSE listed FTSE 100 Company with a market cap including that of its listed subsidiaries of about \$ 50 billion. We operate across the following core business sectors: Zinc-Lead-Silver, Copper, Aluminum, Iron Ore and Energy, with operation located in geographies spanning India, Australia, UAE, Zambia, South Africa, Namibia and Ireland. Over the past 5 years the group has displayed exemplary appetite for organic and inorganic growth-with an industry leading organic growth program of \$ 20 billion nearing completion.

Bharat Aluminum Company Limited (BALCO) is a group company of Vedanta in Aluminum business, having its integrated Aluminum complex at Korba, Chattisgarh, comprising an Aluminum Smelter of 245000 TPA with two captive power plants of 270 MW and 540 MW. BALCO is also in process of putting up an additional power plant of 1200 MW and 650000 TPA Aluminum smelter.

What BALCO is looking forward with this Vendor:-

- High Level of Service quality.
- 100% adherence to all the deliverables.
- Zero accidents environment.
- 100% reporting of all the near miss incidents and corrective measures for all to ensure no accident due to the unsafe conditions.
- Increased availability of all the equipments and the total system to ensure better efficiency and higher levels of productivity.
- Ensuring higher productivity per man hour by introducing better Operating Procedures.
- Introduction of innovative ideas which can save in terms of time or money.

Information / Credential of Suppliers.....

The following information is Compulsory and should be furnished completed in all aspects along with your offer.

1. Brief history of organization, along with organization chart, mentioning the Name, Designation & Tel.Nos of the contact persons in your company holding all key positions.
2. Client list, with copies Contracts of your Top 5 clients.
3. Banker's name and your Company's annual audited report / Balance Sheet for last 2 years.
4. The details of Machinery and Equipment available with you which are in working condition are to be furnished.
5. If the space provided in the registration form is not sufficient, please attach separate Sheets and give Annexure reference number on the attached sheet.
6. Registration Details
 - a. Registration No. and date
(Kindly attach a photocopy of registration certificate)
 - b. Membership to any body
 - c. Any other Statutory Registration.
 - d. Registration details with taxation authorities:
 - i) Permanent Income Tax A/c No.
 - ii) Service tax Registration
 - iii) Tin Number
 - iv) Excise registration no.
 - v) LST & CST no.

ANNEXTURE I

BALCO'S GENRAL TERMS AND CONDITIONS TERMS:

1. **Price:**
Price quoted should be inclusive of Freight & Transit Insurance i.e. F.O.R. Balco Door Delivery basis.
2. **Taxes & Duties:**

Only excise duty & Sales Tax OR vat tax will be paid extra at actual,

- 3. Delivery Period :**
Delivery period should be offered on the basis of actual manufacturing time and transit time required to deliver the material at our stores.
- 4. Payment Terms:**
Payment will be released within 30 days after receipt & acceptance of material at our store site.
- 5. Acceptance of Offers:**
BALCO is not bound to accept the lowest offer or to give any reasons for rejection of any offer and it shall be the sole discretion of the company to consider or reject any bid. A formal Purchase Order shall be issued by BALCO towards the successful bidder in the event of acceptance of the offer. Unless a formal Vendor has been concluded no offer shall be deemed as accepted. Balco reserves the right to award Order to more than one agency or split the order at its own discretion.
- 6. Modification & Agreement:**
BALCO shall have the right to modify the ordered quantity in view of variation of requirement, price increase / decrease. Modification of Agreement may also take place in Vendor period as it may be shortened or extended in proposition to our supply pattern as we full depend on our Vendor's commitments.
- 7. Damage To Balco's Property:**
Any loss / damage to Balco due to negligence or willful attitude of the supplier or his employees while execution of the supplier shall be recovered from the Vendor are pending bills.
- 8 Occupational Health & Safety:**
The vender shall be responsible to take all precautions to ensure safety of the labors / workers at work. The vender will supply his labors / workers safety equipment as per rules. If you're bringing your own equipment to carryout of job inside the plant such equipment should be subject hazard identifications and risk assessment prior to commencing of work.
The persons engaged by you shall be given appropriate awareness on OH&S; those personal who will carry out jobs affecting OH&S shall be properly trained and made competent for the job performed by them. During emergency situation which may be faced in the plant your personal should move to the emergency shelters. They should not lighter around nor spread any rumor.
- 12 Indemnity:**
The Vendor shall keep Balco indemnified from and against all actions, suits, proceedings, losses, costs, damage, claim and demands of every nature and descriptions due to any acts of the Vendor.
- 13 Insurance:**
The will take workmen compensation insurance policy from the Insurance Company so as to enable him to discharge various liabilities under workmen compensation act and submit documents within seven days of its start of work. The Vendor shall be required to obtain Group Insurance Policy for the labors to be engaged in the work.
- 14 Illegal Gratification:**
This Vendor can be terminated if any bribe, commission, gift or advantage given, promised or offered by the Vendor to any employee of Balco.
- 15 Liquidated Damage:**
Delivery time is the essence of contract, delivery beyond the contractual delivery terms shall entall Liquidated Damage (LD) @ 0.5% per week of the Total Order value and maximum to an extent of 5% of the Total Order Value.
- 17 Force Majeure:**
For failure of delivery of material due to war, restraint, imposed by government, earthquake, fire, explosion, riot, lockout, etc, beyond human control directly interfering with the work, Balco shall only allow such additional time as may be considered justified by the circumstances of the case. No claim whatsoever of compensation from the Vendor for loss etc. on this account shall be entertained. Direct or indirect loss, if any, to Balco due to negligence of the Vendor during this period, on this account can however be recovered from the Vendor.

S.no	Material	Qty	Uom	Area of Application	Plant
1	Supply of FABRICATION ITEMS	MULTIPLES	Nos.	FABRICATION ITMS	BALCO

18. Arbitration:

In case of any dispute or difference between the Parties the matter shall be decided by mutual negotiation & agreement. If any difference persists on a matter of law or interpretation of this document the decision of mutually appointed arbitrator would be final & binding. All disputes arising out of or in connection with the present Vendor shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one Arbitrator appointed in accordance with the said Rules. The Contract shall be governed by, construed and interpreted in accordance with the laws in India. The venue of Arbitration shall be at Korba India only. The Arbitration shall be held in English language and the award of the Arbitration shall be final and binding to both the parties.

27. Jurisdiction:

This Vendor will be subject to Korba, Chhattisgarh Jurisdiction only for all legal matters.

Schedules of Quantity per Annum:- IN STAGGER DELIVERY ON MONTHLY BASIS BUT ORDER VALIDITY WILL BE 12 MONTHS.