



STERLITE INDUSTRIES (I) LTD.

Regd Office : SIPCOT Industrial Complex,
Madurai Bypass Road, T.V.Puram,
P.O.Tuticorin – 628 002. Tamilnadu. India
Tel : (91-461) 661 2591 (10 lines)
Fax : (91-461) 234 0203
Website: www.vedantaresources.com

TENDER DOCUMENT

Reference: SIIL/COMM/LOG/EOI/09-10/03 (A) & (B)

Date: 16th February, 2010

SUBJECT: TENDER FOR ANNUAL TRANSPORT CONTRACT FOR YEAR 2010-11

Sterlite Industries (I) Ltd. (SIIL) invites tenders for award of Annual Transport Contract for transportation of Copper Anode, Continuous Cast Copper Wire Rod & Copper Cathode from its Tuticorin Plant by road/sea/rail/multimodal to various destinations all over India.

1. Volume of material & other details :

Tender Sr.	Product to be Transported	Packing type	Approx Volume/Year	Bank Guarantee Value Rs.
A	Copper Anode	Bundle Form	2,00,000 MT	Rs. 25 lakhs
B	Copper Wire Rod & Copper Cathode	Coil/Bundle Form	40,000 MT	Rs. 25 lakhs

Only one bank guarantee required for one successful bidder.

List of destinations attached in Annexure-1 of this tender document.

2. Issuance of Tender Documents:

Tender documents comprising of Tender Form can be downloaded from SIIL website <http://sterlite-industries.com/tenders.asp> or may be collected from SIIL Tuticorin Plant on any working day in-between 15th to 25th February, 2010.

3. Submission of Tender Documents:

The bidders are required to submit the following documents at our Tuticorin Works in sealed envelope latest by **28th February, 2010.**

1. Quotation as per format in Annexure-1 duly signed and sealed by the Service Provider
2. Copy of IBA approval
3. Details of Fleet owned
4. Details of Branches network and Offices
5. Copies of last three year balance sheets
6. Demand Draft of Rs.1.0 lakhs as EMD issued by Nationalised banks **(in separate envelope)**

The sealed tenders are to be sent / deposited to the following address on or before 28/02/2010

Associate General Manager – Logistics
Sterlite Industries (India) Ltd,
SIPCOT Industrial Complex,
Tuticorin – 628 002
Email: kalpesh.ved@vedanta.co.in



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4. Process of Finalization of Contract :

On receipt of above documents, scrutiny of each tender document will be made by our internal committee. This committee will shortlist transporters for further process based on potentials of transporter, strength of own fleet, market reputation, branch network, communication facilities, past services provided to our group companies, extra services provided etc.

User id and password will be given to the shortlisted parties. A date and time will be fixed and communicated by SIIL, on which the parties shall log on to the given website and participate in reverse auction.

5. EMD / Security Deposit:

All transporters are required to deposit an amount of **Rs. 1,00,000/-** (Rs. One Lakh only) as **EMD** to participate in Bidding Process. This EMD is to be deposited on or before **28th February, 2010** by Demand Draft in favour of **STERLITE INDUSTRIES (INDIA) LIMITED** payable at Tuticorin. This Demand Draft is to be deposited in **separate envelope** along with other tender documents.

The EMD will be refunded to unsuccessful bidders within 30 days from the date of bidding. No interest shall be paid on the EMD.

The EMD for successful bidders shall be refunded against submission of Security Deposit of **Rs 25,00,000** in form of DD drawn in favour of M/s Sterlite Industries (I) Ltd., Tuticorin or Bank Guarantee valid for 16 months issued from Nationalised Bank only (However Company can accept BG's from ABN, CAYLON, DBS, HDFC, ICICI, BNS, UTI, ING VYSYA, KARUR VYSYA banks also). No interest shall be paid for Security Deposits also.

6. Scope, Terms & Conditions:

- a. Preference will be given to those bidders who are ready to operate with own & dedicated/ attached fleets & have effective tracking system for online tracking of vehicles in transit.
- b. Transporters are not allowed to carry club loads with our material. Penalty of Rs.20,000/- per club load will be imposed on transporter. We may terminate services of transporter if proper control to avoid club loads is not established.
- c. The goods are to be lifted from our Tuticorin Plant (Tamilnadu).
- d. Loading of cargo will be arranged by SIIL & unloading by receiver at their own cost.
- e. The quoted freight rate shall be exclusive of Service Tax (as applicable) and subject to various conditions mentioned in the tender document. No additional expenses shall be payable.
- f. The basic rates shall remain firm throughout the contract period. Any change in diesel price shall be added / subtracted over to basic price as per increase / decrease in price. Calculation of diesel price effect on freight will be done on the basis of % increase or decrease in diesel at Tuticorin / 3.5 i.e. average run in km per liter of diesel. Any increase or decrease shall be affected only if diesel price increase / decrease by one rupee onward from the date of contract.



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- g. The numbers of lorry as required on day to day basis must report within 4 hrs on placement of the indent received. Failure to place the lorry on the same day will attract penalty @ Rs 500/- per day per truck.
- h. The Service Provider can make arrangements for alternative modes of transportation at contractual freight rate and transit time, in case of non availability of vehicles in market. If the service provider is unsuccessful to provide vehicles and to make alternate arrangements, the order will get shifted to other transporter. **In case SIIIL is hiring lorries from open market/other transporter, the freight difference between hired cost and the contract rate will be recovered from the defaulting transporter.**
- i. The contract will be awarded for the period of one year. However, company reserves the right to short close the contract based on the performance of the transporter for which no claim from the transporter will be entertained by SIIIL. SIIIL also reserves rights to extend the contract for a period of two years or part thereof on the existing/modified terms & conditions based on the performance of such transporter.
- j. Transporter shall submit the bills in the first week of every month & payment for the same shall be paid within 15 days of submission of freight bills along with acknowledged consignee copy of L.R.
- k. You are required to quote for all destinations in zones (North / East / West / South). However, company may consider for all zones or part thereof. Similarly company reserves the right to select successful bidders based on their past performance.
- l. Company doesn't guarantee any specific quantities in any specific zone.
- m. The transporter should have his local office at Tuticorin with proper communication facilities i.e. Mobile, Landline, Fax & Email.
- n. Transporter shall depute his dedicated staff every day at our company with Mobile Phone.
- o. Every truck placed at Sterlite for loading should have valid RTO permits, PUC certificate, Insurance Certificate & drivers should have valid driving license.
- p. Transporter has to arrange pre-printed computerized stationary for printing of LR at their cost for which the detailed specification will be given by SIIIL.
- q. Penalty for delay in delivery will be charged if trucks are not reaching to its destination on time. Delay in unloading of trucks at our customer's premises due to holidays, national holidays or any other reason, actual reporting time will be considered in such cases.

6. Arbitration:

In case of dispute arising out of or in connection with the present contract and not settled mutually shall be finally settled under Indian Arbitration and Conciliation Act, 1996 in effect on date hereof. The Arbitrator shall be appointed with mutual consent. The award of Arbitration so appointed shall be final and binding on both the parties. The venue of Arbitration shall be Tuticorin (Tamilnadu).



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7. Claims & Disputes:

Any claim and disputes arising out of agreement shall be subject to the exclusive jurisdiction of court of Tuticorin and shall be binding to both the parties.

The company reserve the right to accept or reject any or all tenders or to negotiate with any or all bidders or to withdraw / modify this tender without assigning any reason whatsoever.



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ANNEXURE – 1

QUOTE FORM

M/s. _____

We offer the following rates as per the scope of work in the tender document.

List of destinations for copper anode, copper coil & copper cathode along with rates.

Sr No	Destination	Approx Dist (Kms)	Current Approx Qty (MT/Yr)	Rate (Rs/MT)	Proposed Mode (Road/Sea/Rake/Multimodal)	Delivery Time (in days)
1	Silvassa	1725	200000			
2	Hissar	2358	1000			
3	Delhi	2274	2500			
4	Sahibabad	2010	1000			
5	Faridabad	2253	2500			
6	Jaipur	2112	6000			
7	Kota	1910	1000			
8	Kolkatta	1918	6000			
9	Hyderabad	1030	6000			
10	Chennai	594	2500			
11	Goa	916	6000			
12	Bangalore	541	6000			
13	Bhandara	1885	400			
14	Taloja	1580	4800			
15	Bhiwandi	1560	400			
16	Baruch	1850	600			
17	Mumbai	1580	600			
18	Daman	1725	400			

Note: Quoting for all the above destinations is mandatory

Sign & Seal of Service Provider