

2019

TENDER DOCUMENT FOR FERRO CHROME TRANSPORTATION



Balasore Alloys Ltd

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Annexure 1

INSTRUCTION TO TRANSPORTERS

A. General

1. Scope of Bid

- (a) Balasore Alloys Limited (BAL), a leading manufacturer of Ferro Chrome, is looking for reputed and established Transporters for transporting of Finished Goods (Ferro Chrome) from Balasore & Sukinda Plant to Kolkata Port/Warehouse on long term basis/One Year from the date of Starting.
- (b) Tentative quantity to be Transported – 1,00,000 Mt Per Annum from Balasore and 15000 Mt From Sukinda Plant. This quantity is only indicative and may vary (+/- 10%).
- (c) The Transporter is required to submit the offer before 10.12.2019 (Closing Date)

2. Cost of bidding

The Transporter shall bear all costs associated with the preparation and submission of their Bid and the BAL will in no case be responsible and liable for those costs.

3. Site visit

The Transporter may visit the site and examine the Site of Work and its surroundings and seek all information that it considers necessary for preparing the Bid.

B. Bid Documents

4. Contents of Bid Documents

- (a) The bid documents comprise the documents listed below, all of which shall be collectively be read and be referred to as the 'Bid Documents'.

Annexure	1	Instructions to Transporters
Annexure	2	Standard Terms & Conditions of Contract
Annexure	3	Scope of Work and Specifications
Annexure	4	Code of Conduct for Transporters.

5. Clarification of Bid Documents

Prospective Transporter requiring any clarification of the bidding documents may notify - rabi.sahu@balasorealloys.com

C. Preparation of Bids

6. Language of the Bid

All documents relating to the bid shall be in the English language only.

7. Documents comprising the Bid

The bid submitted by the Transporter shall comprise the following:

- (i) The offer with price break up for the scope of work mentioned in this tender document. Transporter shall submit two sets of bid- in original plus one photocopy.
- (ii) Any other information required to be completed and submitted by Transporter in accordance with these instructions.

The documents shall be filled in without exception.

8. Bid Prices

- (a) The bidder shall quote his unit rates for the jobs given in the scope of service. The unit rate so quoted shall be applicable irrespective of any future change in quantities.
- (b) The quoted rate shall indicate all taxes and other levies payable by BAL under the contract.
- (c) The quoted rate of transportation shall be on the basis of Per Metric Ton cost of transportation as per defined scope.

9. Item rate contract

This is MT basis transport contract and accordingly the quantity of Items set out in Schedule of Quantities is not guaranteed or fixed, but an estimate only, and such quantities may change as the circumstances may demand.

10. Variations to works

- (a) BAL shall have the right to revise the scope of work, if it requires. The contract price would change proportionately based on the scope variation.

11. Bid Validity

Bids shall remain valid for a period not less than 30 (Thirty) days unless otherwise stated.

12. Alternative Proposals by Transporters

Alternative bids/suggestion may be given by the Transporter for any part of the Works within the time specified. However, BAL reserves the right to consider or reject the same.

13. Preparation of Bid and KYC

The Transporter shall prepare the Bid as per the job specified in tender document and following the instruction mentioning all techno commercial terms and conditions. Transporter shall provide the filled up KYC form along with all supporting documents.

D. Submission of Bids

14. Marking of bids

There shall be two parts for the bids, part 'A' and part 'B'. The part 'A' shall contain Technical part of the bid and Part 'B' shall contain Commercial part of the bid. The Bidder shall enclose the original and one photocopy of Part A in one envelope marking it as, Envelope-A, TECHNICAL BID-ORIGINAL - FG TRANSPORT and COPY. He will then enclose the original and one photocopy of Part-B in another envelope marking it as Envelope B, COMMERCIAL BID ORIGINAL - FG TRANSPORT and COPY.

Part 'A', Technical BID of the bid shall contain

- (i) The Technical Qualification Information indicated in KYC FORMAT duly filled in original.
- (ii) Conditional Tender will be rejected outright.
- (iii) Originals only of Annexure 1, Instructions to the Transporters, Annexure 2, Standard Terms & Condition of Contract. Annexure 3 Scope of Work & Specification ,Annexure 4 ,Code of Conduct for Transporters duly stamped and initialed on each page by the tenderer as proof of their having scrutinized the documents.

Part 'B', commercial bid shall contain

- (i) Form of Bid duly filled in original plus photocopy
- (ii) Bidder shall fill in the unit rates in digits and words duly signed and sealed on Their letter head.



E. Bid Opening and Evaluation

15. Process to Be Confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Transporters or any other persons not officially concerned with such process until the award to the successful Transporter had been announced. Any effort by a Transporter to influence BAL's processing of Bids or award decisions may result in the rejection of his Bid.

16. Clarification of Bids

To assist in the examination, evaluations and comparison of Bids, BAL may, at his discretion, ask any Transporter for clarification of his Bid, including of the unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by BAL in the evaluation of the Bids.

17. Examination of Bids and Determination of Responsiveness

- (a) Prior to the detailed evaluation of Bids, BAL will determine whether each Bid meets the eligibility criteria and is substantially responsive to the requirements of the Bidding documents.
- (b) A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the BAL's right or the Transporter's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Transporters presenting substantially responsive Bids.

18. Correction of Errors

- (a) Bids determined to be substantially responsive will be checked by BAL for any arithmetical errors. Errors will be corrected by BAL as follows:
 - (i) Where there is a discrepancy between rates in figures and in words, the rate in words will govern.
 - (ii) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (b) The amount stated in the Bid will be adjusted by BAL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Transporter. If the Transporter does not accept the corrected amount the Bid will be rejected.

19. Evaluation and Comparison of Bids

- (a) The technical proposals shall be evaluated based on the credentials of Transporter and following the criteria set out below: Transporter to submit the filled in KYC document along with tender. KYC format available in BAL site.

Adequacy of Finance and other resources	
Successful completion/experience in the Similar type of jobs	
Method of execution, and work schedule for the job	
Skilled and unskilled man power.	

- (b) BAL reserves the right to accept or reject any variation, deviation from the bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for BAL shall not be taken into account in Bid evaluation

F. Award of Contract

20. Award Criteria

Subject to Clause 22, BAL will negotiate if required with the Transporter whose bid has been determined to be substantially responsive to the Bidding documents. On

completion of negotiations BAL will award the contract to the lowest and competent Transporter.

21. BAL's Right to Accept any Bid and to Reject any or all Bids

BAL reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process at any time prior to the award of Contract, without any liability whatsoever to any bidder.

22. Corrupt or Fraudulent Practices

Transporters shall observe the highest standard of ethics during execution of contracts in accordance with the Standard Terms and Conditions and Code of Conduct as set out in Annexure 2.

For the purpose of this provision:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of BAL in the award and contract execution.
 - b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence in the award and execution of a contract.
 - c. "Collusive practice" means a scheme or arrangement between two or more Transporters, with or without the knowledge of BAL, designed to establish bid prices at artificial, non-competitive levels; and
 - d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- (ii) BAL reserves its right to reject a bid if it determines that the Transporter has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

ANNEXURE 2

STANDARD TERMS AND CONDITIONS OF CONTRACT (STC)

(Note: STC may be revised based on final agreement on mutual agreed basis)

STANDARD TERMS AND CONDITIONS FOR SERVICE ORDER BETWEEN BALASORE ALLOYS LIMITED (BAL) AND SERVICE PROVIDER

This Service Order is subject to the following terms and conditions, and by accepting this Service Order, the Service Provider agrees to provide the Services upon these terms and conditions. These terms and conditions shall override any other conditions proposed by the Service Provider save and in so far as they may have been expressly accepted as variations by the both the parties hereto and included in this Service Order.

1. Payment Terms

The Service Provider agrees that the payment for providing Services shall be released within 30 days after successful completion of work and Services to the satisfaction of BAL. Payment shall be released on actual measurement basis against submission of bill duly certified by HOD of User Department & Internal Auditor. A Bank Guarantee shall be provided by the Service Provider in case of advance payment made by BAL on mutually agreed basis. The Bank Guarantee will be applicable based on value of order & type of service and consent of BAL.

2. Performance of Services and Consequences of Failure to Provide Services

The Services shall be completed within such number of days as may be indicated by BAL from time to time. Weekly actual progress reports to be submitted to BAL in comparison with the target timelines/target volume of work. In case of deviation, action plan adopted and result after action plan should be documented by the Service Provider in consultation with BAL. Following are the essential terms of the Service Order with respect to Services required to be provided by the Service Provider:

(a) The date stipulated for performance of the Services shall be the essence of the Service Order.

(b) The Services shall comply with following terms and conditions specifically communicated to the Service Provider by BAL from time to time.

(c) The Service Provider shall notify BAL in case of any adverse effect on the Services required to be provided under this Service Order that it becomes aware of or that it ought to have known, whether directly or indirectly.

(d) In the event the Services are not provided to the satisfaction of BAL, BAL reserves the right to require the Service Provider to provide the Services at the Service Provider's risk and cost.

(e) The Service Provider shall be liable for any additional cost incurred by BAL as much as the loss and damages resulting from the Service Provider's failure to comply with the Service Order requirements including but not limited to documentation, certification, deficiency in

service, timely completion of work, and any other factor that may have an adverse effect on the Services required to be provided by the Service Provider.

(f) In the event, the Service Provider fails to provide the Services as per completion of work schedule mentioned in this Service Order or as may be communicated by BAL from time to time., liquidated damages equal to 0.5% of the total order value of the undelivered portion of the services per week of delay or part thereof shall be payable by the Seller to BAL subject to maximum 5% of the total value of the order. The Service Provider agrees and acknowledges that the liquidated damages is a genuine pre-estimate of the loss that may be suffered by BAL as a result of non-compliance by the Service Provider of the obligations specified in this Service Order.

3. Inspection

(a) The Services provided hereunder shall be subject to inspection, examination and testing at any time by BAL or through its representative.

(b) The Service Provider shall cooperate and provide assistance as may be required by BAL to carry out the tests at no additional cost to the account of BAL.

(c) If, in BAL's judgment, the Services are deficient or otherwise not in conformity with the requirements set out hereunder, BAL, in additions to its other rights, may (i) reject the same for full credit, (ii) retain the Services already provided and remedy any deficiency of non-conformity at BAL's expense, or (iii) require prompt correction. The handling, correction and any other costs, charges and expenses incident to the BAL's exercise of its rights hereunder will be charged to the Service Provider's account. Nothing herein shall release the Service Provider from its obligation to provide the Services in accordance with this Service Order.

(d) In the event the Services are required to be provided by the Service Provider at the site of BAL or at such other place as may be required by BAL, such site or place, as the case may be, will be fully cleared and cleaned at the cost of the Service Provider in all respects after completion of the work by them.

4. Covenants, Representations and Warranties

4.1 The Service Provider hereby represents covenants and warrants to BAL that:

(a) it shall depute professionally qualified and skilled & experienced personnel appropriate to the Services being undertaken under this Service Order;

(b) the Services shall be free from any deficiency and fit and sufficient for the purposes for which BAL intends, and any defect or deficiency in the Services shall be duly rectified by the Service Provider at its own cost as may be required by BAL from time to time;

(c) it has all necessary approvals, permits and licenses for performing its duties or providing Services as required in the Service Order in the jurisdiction where Services are required to be performed and such approvals, permits and licenses are subsisting as on date of this Service Order and shall remain valid until the completion of Services;

(d) the Services provided hereunder will conform in all respects to the specifications, drawings and other descriptions set out in this Service Order;

(e) the Service Provider has the full power, authority and expertise to execute, deliver and perform this Service Order and to carry out the transactions contemplated hereby and the Service Provider is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;

(f) this Service Order constitutes the legal, valid and binding obligation of the Service Provider, enforceable against the Service Provider in accordance with its terms and in terms of law and equity;

(g) the Service Provider shall ensure full compliance of various Indian Laws and applicable laws, to the extent applicable for performing Services under this Service Order;

(h) the Service Provider agrees that it is impossible to measure in money the damages that would be suffered by BAL by reason of the failure by the Service Provider to perform any of the obligations hereunder;

(i) the Service Provider shall be responsible and liable for any accident or injury to its employees and persons present on the site where Services are required to be performed under this Services Order which have occurred during the course of performance of the Services under this Service Order;

(j) the Service Provider shall have valid license for execution of such jobs & will deploy the man power with proper statutory license from Statutory Body / appropriate Govt. Departments and in absence of valid license for execution of jobs, the Service Order may be cancelled and rescinded with BAL having no liability towards the Service Provider. All licenses and permissions applicable to perform the work will be submitted by the Service Provider before issue of the work order from BAL end;

(k) all tools, tackles, equipment, manpower any other resources, required for execution of the job and Services under this Service Order shall be arranged by the Service Provider at its own cost, and security of such items shall be under the responsibility of the Service Provider and BAL is not responsible for any loss;

(l) all arrangements for food, staying, transportation of man power etc. and such other requirements as may be required by BAL from time to time for the performance of the Services shall be done and fulfilled by the Service Provider at its own cost;

(m) all statutory compliances including but not limited to employees' provident fund, employees' state insurance, labour laws, etc. required under the applicable laws should be fulfilled by the Service Provider and workmen's compensation policy to be taken by the Service Provider for it's workers. BAL is not responsible for any violation of the statutory obligations by the Service Provider and any delay caused on this account or for any breach of the warranties or covenants under this Service Order.

(n) the Service Provider shall during the currency of this Service Order, by itself and ensure that, Service Provider's employees, workers, servants, agents, subTransporters or suppliers, abide by and conform with such principles of ethics and behavior as provided in a Code of Conduct ("Code of Conduct") to the Service Provider separately, along with the Service Order by BAL (receipt of the Code of Conduct is acknowledged herewith by the Service Provider), and the Service Provider agrees and acknowledges that such Code of Conduct shall include such modifications as may be informed by BAL to the Service Provider from time to time.

4.2 The Parties agree that Clause 4.1 shall survive the termination or cancellation of this Service Order.

5. Risk

The Service Provider is liable to pay the differential price between the Order price and the market price at which BAL may procure from the market in respect of service not provided against this Service Order. Notwithstanding anything contained herein, the Service Provider shall be responsible for and shall bear any and all risk of loss or damage in relation to any deficiency in Services and pay the differential amount.

6. Liability

The aggregate liability of the Service Provider under this Service Order, or otherwise in connection with the Services to be performed hereunder, shall in no event exceed the total fees payable to the Service Provider hereunder as specified in this Service Order. The preceding limitation shall not apply to liability arising as a result of the Service Provider's fraud or willful misconduct or negligence in performance of the Services hereunder.

7. Indemnity

Notwithstanding anything contained herein, the Service Provider shall indemnify, defend, and hold BAL and its affiliates harmless from and against any or all claims, demands, litigation or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, and from and against all direct and indirect damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the any breach by the Service Provider of any of its obligations, or representation or warranty hereunder, or any other act, omission or negligence of the Service Provider or any of Service Provider's employees, workers, servants, agents, subTransporters or suppliers.

8. Termination, Cancellation or Amendment

BAL shall have the right at all times to modify, amend the Service Order in any manner assigning reason for the same by giving a 15 (fifteen) days written notice to the Service Provider, further BAL shall have the right to terminate or cancel this Service Order in any manner without assigning any reason for the same by giving a 15 (fifteen) days written notice to the Service Provider, for which no compensation/damage shall be paid to the Service Provider. The Service Provider shall not have the right to cancel, terminate, amend this Service Order, or assign its rights or obligations under this Service Order, without the prior written consent of BAL. BAL may assign or sub-let the whole or part of its right, liabilities and obligations to an affiliate, Transporter, successor, nominee or bona fide agent upon the same terms and conditions without prior consent the Service Provider during subsisting of the previous Service Provider on the occasion of deficiency/ non performance of service by the previous service provider. BAL shall also have the right to appoint any other Transporter or service provider(s) on the same or similar terms & conditions in absence of timely performance by the Service Provider or if the Service Provider fails to meet its obligations under this Service Order, and the Service Provider shall be liable for the compensation, costs and expenses for appointment of such service provider and the differential cost of such Services by such service provider.

9. Performance of Services and Force Majeure

"Force Majeure" shall mean any circumstances beyond the reasonable control of either party, which prevent or impede the supply of Services hereunder and includes but not limited to the following matters:-

- (a) acts of god;
- (b) war or hostilities;
- (c) riot or civil commotion;
- (d) earthquake, flood, fire, Cyclone or other natural physical disaster.

It is clarified that mere shortage of labour, materials or utilities shall not constitute Force Majeure, unless caused by circumstances, which are themselves Force Majeure.

Neither party will be responsible for any event of force majeure as set out herein.

10. Statutory Compliance

10.1 Service Provider shall comply with all applicable statutes, including but not limited to the provisions of the Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Leave and Workmen's Compensation for accidents, etc. Service Provider shall maintain such records and registers and obtain such licenses or

registrations as required by the law. BAL shall not be liable in any manner whatsoever for any non-compliance on part of Service Provider of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by Service Provider.

10.2 The Service Provider shall obtain an Insurance policy to cover its employees/ personnel in respect of injuries and for any claims arising under the Workmen Compensation Act, 1936 in case the provisions of the Employees State Insurance Act 1948 are not applicable. Service Provider shall from time to time, keep the said policy renewed and furnish a copy of the same to BAL.

11. Severability

If any provision of this agreement shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

12. Confidentiality

12.1 General Obligation

The Service Provider undertakes that it shall not reveal, and shall ensure that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers (collectively, "Representatives") do not reveal, to any third party, any Confidential Information without the prior written consent of BAL, regardless of whether this Service Order is terminated or not. The term "Confidential Information" as used in this Service Order means: (a) any information concerning BAL, its business, intellectual properties, technology, trade secrets, know-how, finance, transactions or affairs of BAL, any subsidiary or any other shareholders or any of their respective affiliates, partners, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof); and (b) any information or materials prepared by BAL or its representatives that contains or otherwise reflects, or is generated from, Confidential Information.

12.2 Exceptions

The provisions of Clause 10.1 shall not apply to:

(a) Disclosure of that is or becomes generally available to the public other than as a result of disclosure by or at the direction of the Service Provider or any of its Representatives in violation of this Service Order;

(b) Disclosure by the Service Provider to its Representatives and affiliates (and their partners, officers and directors) in accordance with this Service Order provided such Representatives and affiliates are bound by similar confidentiality obligations;

(c) disclosure by the Service Provider of Confidential Information concerning BAL that is reasonably necessary in the ordinary course of business or otherwise in connection with the Services required to be performed under this Service Order;

(d) obligations of disclosure, after giving prior notice to BAL to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the governmental regulations or generally accepted accounting standards applicable to any party, any applicable law, or judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or Proceeding arising out of or relating to this Service Order.

13. Governing Law and Jurisdiction

The Service Order shall be governed by, and construed in accordance with, the laws of India and the courts at Kolkata, West Bengal alone shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Service Order.

14. Taxes & Duties

Taxes and duties are applicable as per rule on the date of receipt of service / date of payment under the applicable law.

15. Acceptance

The act of providing Service to BAL or payment of any amounts by BAL to the Service Provider shall be deemed acceptance by the Service Provider of the terms and conditions mentioned in this Service Order. The Service Provider shall sign the duplicate copy of this Service Order by affixing its rubber stamp & return the same to BAL within 3 working days failing which shall be deemed acceptance by the Service Provider of the terms and conditions mentioned in this Service Order.

GENERAL CODE OF CONDUCT

1. PREAMBLE

1.1 This Code of Conduct ("Code") shall be fulfilled and adhered to, during the course of dealing between the Service Provider and Balasore Alloys Limited (hereinafter referred to as "Company"), in the course of performance of obligations by the Service Provider under the Service Order.

1.2 The Code is in alignment with Company's vision and values to achieve the mission & objectives and aims at enhancing ethical and transparent process in managing the affairs of the Company.

2. THE CODE

The Service Provider shall fulfill following obligations:

2.1 The Service Provider is expected to respect and abide by this Code and to be transparent and not intentionally mislead the Company in the course of their business.

2.2 The Service Provider must undertake to fully and willingly to co-operate with the Company with respect to execution of all the provisions under the respective Service Order.

2.3 The Service Provider and its employees or agents shall ensure highest level of trust, honesty and integrity.

2.4 That there can be no compromise in standards of adherence and any person who violates this Code shall be summarily dissociated.

2.5 The Service Provider shall not take any recourse to any unethical behavior (implicit or explicit) with any employee of the Company for the purpose of obtaining a service order or any information that may result in a favorable financial impact to the Service Provider, and specifically:

(a) shall not offer or accept bribe or use other means of obtaining undue or improper advantage. The Service Provider, or its representatives or employees, shall not offer to any

employee of the Company a kickback, favor, gratuity, or anything of value to obtain favorable treatment or for the advancement of business;

(b) shall not take any advantage of any family / social / political connections in obtaining favor with regard to any service order and merit shall be the sole attribute for association with the Company;

(c) shall not offer any gift or entertainment for the purpose of obtaining a service order or any undue favor.

2.6 The Service Provider shall desist from unfair trade practices with Service Provider's competitors who are also associated with the Company.

2.7 The highest standards of care must be maintained by the Service Provider in terms of its business interactions and must have a zero tolerance policy towards any and all forms of bribery, corruption, extortion and embezzlement, etc.

2.8 All business dealings with the Company should be performed transparently and must be accurately recorded on the Service Provider's business books and records.

2.9 The Service Provider must protect and not infringe with any intellectual property/ information/ technology of the Company which comes to the Service Provider's knowledge during the course of the Service Provider's business relationship/ dealings with the Company.

2.10 The Service Provider must abstain from undertaking any form of action which could potentially cause a material adverse effect to the goodwill and reputation of the Company on account of their commercial relationship.

2.11 The Service Provider must uphold the standards of fair business, advertising and competition.

2.12 Smoking at work place area where service is to be provided is strictly prohibited. The Service Provider and/or its Transporters shall not permit its employees that are performing work for the Company to smoke cigarettes, chew tobacco or any tobacco derivatives and alcoholic beverages of any kind at any time during the currency of the services to be provided as per the Service Order. The Service Provider and/or its Transporters shall not permit any of its employees to enter the Company's premises or any other place where services are required to be provided while under the influence of alcohol or with the possession of cigarettes or tobacco in any form.

3. AMENDMENT TO THE CODE

The provisions of this Code can be amended /modified by the Company from time to time and all such amendments/modifications shall take effect from the date of the Service Order.

ANNEXURE 3

Scope of Work and Specifications

Balasore Alloys. Ltd. (Formerly Ispat Alloys Ltd.) is a part of the renowned Ispat group of Companies, a major business house in the country, having registered office at Balgopalpur, District Balasore, Odisha, India., having 75 MVA furnace capacity and own captive chrome ore mines at Sukinda-Odisha. BAL has 02 ferro chrome production units at Odisha, one at Balasore & another at Sukinda.

SCOPE OF SERVICE:.

1.The scope of Service will include transportation of finished goods from our plant at Balgopalpur, Balasore and Sukinda to Kolkata Port/Ware House .

Bal shall provide daily loading plan and No of trucks to be placed at both the sites.

The Quantity is aprox 1,00,000 (+/- 10%) Per Annum From Balasore to Kolkata and 15000 mt (+/- 10%) fro Sukinda plant.

Trucks will be loaded on the same day at plant.

Trucks have to reach at destination (274 KM from Balasore and 430 Km from Sukinda plant) within 24 hours after despatch from plant.

No weighment tolerance shall be allowed between loading point and delivery point. Any shortage in delivery quantity shall be recovered from the transporter.

Transporter shall held responsible for any damage in packing of material.

Trucks should comply with all statutory requirements.

Drivers should have proper valid driving license.

Back listed trucks and drivers will not be allowed for loading.

Trucks shall have running condition GPS.

Contract period : One year from the date of Contract.

You are requested to visit our Balasore plant on any working day for physical inspection and discussion.

ANNEXURE-4

CODE OF CONDUCT - SA 8000
For
TRANSPORTER



CODE OF CONDUCT-SA 8000

Section	Description
0.1	Content
1.0	Introduction to Sustainable Procurement at BAL
2.0	Our Commitment to Supplier/ Transporter / Service Provider
2.1	Business Conduct
2.2	Strategic Sourcing and Supplier/ Transporter / Service Provider Relationship Management
3.	Our Expectations from Supplier/ Transporter / Service Provider
3.1	<i>Occupational Health and Safety (OH&S)</i>
3.2	<i>Working Conditions</i>
3.3	<i>Freedom of Association and Non-retaliation</i>
3.4	<i>Forced Labour</i>
3.5	<i>Child Labour</i>
3.6	<i>Non-discrimination</i>
3.7	<i>Environmental Regulatory Compliance</i>
3.8	<i>Management of Environmental Impacts</i>
3.9	<i>Bribery and Corruption</i>
3.10	<i>Equal Opportunity to Female Workers</i>
3.11	<i>Compliance to EPF ACT</i>
4.	Terms of Engagement



CODE OF CONDUCT

1. Introduction to Sustainable Procurement at Balasore Alloys Limited.

BAL is committed to create value for all its stakeholders as per principle/ framework of sustainable "“**Manufacture and Supply of bulk Ferro Alloys**” initiatives.

*“The framework of Sustainable “**Manufacture and Supply of bulk Ferro Alloys**” initiatives we committed to:*

- Integrate sustainable development considerations within the corporate decision-making process.
- Implement risk management strategies based on valid data and sound science.
- Conduct businesses with ethical practices and sound systems of corporate governance.
- Seek continual improvement in health and safety performance.
- Uphold fundamental human rights and respect cultures, customs and values in dealings with employees and others who are affected by our activities.
- Seek continual improvement of our environmental performance based on a precautionary approach.
- Contribute to conservation of biodiversity and integrated approaches to land use planning and management.
- Facilitate and encourage responsible, use, reuse and recovery of mined materials including associated natural resources.
- Contribute to the social, economic and institutional development of the communities in which we operate.
- Implement effective and transparent engagement, communication and verifiable reporting arrangements with our stakeholders.



CODE OF CONDUCT

In order to meet requirements of sustainable mining initiatives BAL has implemented Integrated Management System based on its following policy.

Integrated Management System Policy

We, at Balasore Alloys Limited, shall strive to achieve world class standards of Ferro alloys and create a brand, widely acceptable in the international market by adoption of best manufacturing processes and laboratory practices of national and international level.

Our commitment, towards sustainable development will aim at using energy efficient products, optimize resource consumptions by adopting best practices & safe technologies with a view, to prevent the pollution and protect the environment.

Management is committed to adopt joint consultative approaches with workmen and employees for creating safe and healthy work environment. Our workforce shall have their rights protected, within the ambit of BAL's policies, social standards and the law of the land.

Adopting Excellence, as a motto, we shall commit and direct our resources to ensure that our strategic assets perform efficiently and effectively.

We are committed to preserve the Confidentiality, Integrity and Availability of all our electronic information systems and physical records in order to provide assurance that the organization manages information risk.

Management is committed to achieve excellence by adopting the Malcolm Baldrige Criteria integrated with IMS frame work for continual improvement of all systems & processes to maximize stakeholder's satisfaction.

We integrate sustainable production initiatives into our procurement strategy, our day-to-day operations and relationships with Supplier/ Transporter / Service Provider. BAL is required to identify, prevent and manage risks pertaining to quality, OH&S, social responsibility and environment, asset in their supply chain.



CODE OF CONDUCT

2. Our Commitment to Supplier/ Transporter / Service Provider

BAL seeks to engage in long-term relationships with Supplier/ Transporter / Service Provider that are committed to sustainable development. Our goal is to partner with Supplier/ Transporter / Service Provider to deliver value-for-cost procurement for the organisation and our customers, and to demonstrate responsible supply chain management.

2.1 Business Conduct

When carrying out procurement duties and responsibilities, all BAL employees are expected to share with Supplier/ Transporter / Service Provider the company's commitments to high legal, ethical and moral standards. Our Code of Practice for Procurement sets norms of behavior in procurement activities in the areas of courtesies, conflict of interest, corruption, competition law and confidential information. BAL employees are encouraged to continually consider and discuss issues of ethical behavior. Ethics is an integral part of the BAL procurement.

2.2 Strategic Sourcing and Supplier/ Transporter / Service Provider Relationship Management

BAL has established methodologies to conduct strategic sourcing and to guide relationships with Supplier/ Transporter / Service Provider. These guidelines ensure a fair, competitive and transparent negotiation process, according to our policies and values.

Nothing in this Code is meant to supersede any more specific provision.



3. Our Expectations from Supplier/ Transporter / Service Provider

BAL is committed to meet high quality, asset, social, environmental, and OH&S standards and we expect our Supplier/ Transporter / Service Provider to do likewise. Supplier/ Transporter / Service Provider must comply with local and national laws and regulations.

Furthermore, we expect Supplier/ Transporter / Service Provider to adhere to the following standards:

3.1 Occupational Health and Safety (OH&S)

Supplier/ Transporter / Service Provider shall provide a safe and healthy work place for their employees and subTransporters.

Supplier/ Transporter / Service Provider must be compliant with local and national laws and regulations on OH&S, and have the required permits, licenses and permissions granted by local and national authorities. Supplier/ Transporter / Service Provider must have documented their health and safety policies and/or procedures in place together with appropriate safety infrastructure and equipment. Supplier/ Transporter / Service Provider identified as being moderate to high risk for OH&S shall have a recognized OH&S management system in place. When at BAL sites, Supplier/ Transporter / Service Provider must comply fully with applicable OHS procedures stipulated by the organisation.

3.2 Working Conditions

Supplier/ Transporter / Service Provider shall uphold fair working conditions. Workers shall be paid at least the local industry rate or minimum wage stipulated by national law, whichever is higher, and benefit from social security schemes according to national legal standards.

The normal workweek for Supplier/ Transporter / Service Provider's workers shall be as defined by law but shall not on a regular basis exceed 48 hours. Supplier/ Transporter / Service Provider's personnel shall be provided with at least one day off in every seven-day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week.

Supplier/ Transporter / Service Provider shall not engage in or support the use of corporal punishment, mental or physical coercion, and verbal abuse as a result of disciplinary action.

3.3 Freedom of Association and Non-retaliation

Supplier/ Transporter / Service Provider shall not interfere with worker's freedom of association. Employee representatives shall not be subject to discrimination or termination of contract in retaliation for exercising employee rights, submitting grievances, participating in union activities, or reporting suspected legal violations.

3.4 Forced Labour

Supplier/ Transporter / Service Provider shall not use work that is performed involuntarily under threat of penalty, including compelled overtime, human trafficking, debt bondage, forced prison labour, slavery or servitude.

3.5 Child Labour

Supplier/ Transporter / Service Provider shall not employ children at an age where education is still compulsory. Children under the age of 15 or below the legal minimum age, shall not be employed and Minors (below 18 years of age) shall not be hired to perform work that is hazardous or harmful to their health, safety or morals.

3.6 Non-discrimination

Supplier/ Transporter / Service Provider shall make no distinctions on the grounds of race, caste, national or social origin, birth, religion, disability, gender, sexual orientation, family responsibility, marital status, political opinion, union membership for employment-related decisions.

3.7 Environmental Regulatory Compliance

Supplier/ Transporter / Service Provider shall respect and comply with environmental regulatory requirements on all levels (local, provincial and national). All their activities shall be covered by respective environmental permits and licenses required. When at BAL sites, Supplier/ Transporter / Service Provider must comply fully with applicable Environmental procedures stipulated by the organisation as well as all statutory laws, Rules, Regulations etc., as is applicable for the purpose.

3.8 Management of Environmental Impacts

Supplier/ Transporter / Service Provider shall systematically manage their environmental impacts with respect to energy, water, waste, chemicals, air pollution and biodiversity and set objectives and targets to reduce such impacts as per the control procedure established by the organisation.

Supplier/ Transporter / Service Provider identified as working in a high environmental impact shall abide by the Operational Control Procedure established.

3.9 Bribery and Corruption

Supplier/ Transporter / Service Provider shall not utilize bribery and corruption in conducting their business. Supplier/ Transporter / Service Provider shall not offer or provide, either directly or indirectly, or request, agree to receive or accept any undue pecuniary or other advantage for the purpose of obtaining, retaining, directing or securing any commercial, contractual, regulatory or personal advantage. It includes any financial or other advantage given or requested for the improper performance of a public function or business activity.

3.10 Equal opportunity to female workers and protection against sexual harassment and grant of benefits

Supplier/ Transporter / Service Provider shall ensure that the female workers working under it or under any of its sub-Transporter are to be afforded with equal opportunities at par with male workers.

Supplier/ Transporter / Service Provider to ensure that female workers are to be protected from sexual harassment and sexual assault and implementation of effective grievance handling system. While at BAL, Supplier/ Transporter / Service Provider must comply fully that the female workers are protected against sexual harassment and for the matters connected therewith and incidental thereto as prescribed under the act and rule guiding the field.

Supplier/ Transporter / Service Provider must ensure to extend all the benefits as is applicable to female workers including the benefit enshrined under the Maternity Benefit Act, 1961 and the corresponding Rules.

3.11 Compliance to EPF Act

Supplier/ Transporter / Service Provider shall ensure compliance of the provisions contemplated under the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the corresponding rules and guidelines for extending overall benefits encompasses under it for its entitled workers/employees.

4. Terms of Engagement



This Code of Conduct applies to all BAL Supplier/ Transporter / Service Provider and the sub-Transporters engaged under it and it is communicated to potential and existing Supplier/ Transporter / Service Provider. As part of the qualification process new Supplier/ Transporter / Service Provider should be assessed to ensure adherence to the standards stipulated in this document. Current Supplier/ Transporter / Service Provider are prioritized for assessment based on the potential sustainability risk associated with the goods and services delivered and by their relationships with BAL

“BAL favours working with Supplier/ Transporter / Service Provider that are committed to sustainable development.”

For prioritized Supplier/ Transporter / Service Provider, BAL conducts regular risk evaluation in the form of self-assessments, fact finding or audits, as determined by local procurement functions. BAL provides guidelines to Supplier/ Transporter / Service Provider specifying the standard to meet the expectations and as to how Supplier/ Transporter / Service Provider will be evaluated.

When a Supplier/ Transporter / Service Provider does not meet our requirements, corrective action plans are to be established within a specified time-frame (depending on the severity of the issue) and BAL will monitor progress.

BAL may support Supplier/ Transporter / Service Provider in developing their capabilities and improving their performance.

BAL may terminate the relationship with Supplier/ Transporter / Service Provider that repeatedly and knowingly violate the present Code of Conduct and refuse to implement improvement plans. During the tendering process BAL reserves the right to exclude Supplier/ Transporter / Service Provider that are not compliant with local, national or international laws or regulations.

BAL is committed to transparency and dialogue with stakeholders. We track and report the performance of our sustainable procurement activities in the form of a scorecard that applies to all procurement functions in the Group. Supplier/ Transporter / Service Provider shall communicate and promote the application of the same principles as described in this document in their supply chain.

-----The End-----

.....THANK YOU.....