

SCOPE OF WORK FOR TRANSPORT CONTRACT

- It shall be the sole responsibility of Service Provider to transport Coal from **Jamkhani coal block of Vedanta Ltd.** in District Sundargarh, Odisha to the **Vedanta Plant Premises in District Jharsuguda, Odisha** on behalf of Vedanta Limited with required quantity & quality in strict compliance with the terms of the Agreement, applicable laws, regulations, bye laws, notifications, rules etc. and with compliance with the directions passed by the Company/Purchaser/Owner from time to time.
- RDO (Road Delivery Order) and RCRDO (Road cum Rail Delivery Order) release plan shall be as Vedanta Ltd, Service provider shall be liable for all required obligation as per terms & condition of this contract.
- It shall be the responsibility of service provider to receive DO (delivery order) from Vedanta Ltd and apply mining permit in online if require.
- It shall be the responsibility of the Service Provider to obtain mining permit from respective Mining Circle immediately after user fee payment.
- The Service Provider shall be solely responsible for feeding of delivery order at Mines area with all documents like Mining permit, authorization copy and other necessary documents immediately after issuance of mining permit by the Office of the Deputy Director of Mine. Feeding of DO shall be completed by service provider within 3 (Three) working days from DO release date.
- It shall be the responsibility of the service provider to co-ordinate with MDO of Coal Block, for obtaining the clearance for Supply of Coal to Vedanta, if required.
- It shall be the responsibility of the service provider to place the trucks at Mines loading point and coordinate with all related agencies to ensure proper quality and quantity is getting loaded & subsequently transporting from mines to our plant as per direction given by Vedanta against respective DO.
- The service provider shall keep Vedanta informed about the day to day development in respect of movement status of its trucks.
- The service provider shall directly deal with the Truck Owners Association/Union and/or other such bodies/authorities for availability of trucks & all other issues as & when required. At no point non-availability of trucks shall release the service provider from his contractual obligation.
- The service provider shall ensure to place and load road worthy trucks with driver having a valid driving license. It shall also ensure proper tarpaulin covering of the truck/ coal so that there is no in-transit loss of the material
- Any loss to the material of Vedanta due to statutory non-compliance, theft, fraud, misrepresentation, negligence or any other civil wrongs or criminal offences shall be indemnified in full by Service Provider and Vedanta shall be entitled to claim damages from the Service Provider for any such activities. Without prejudice to other rights of the Company under the Contract and notwithstanding anything contained herein to the contrary, in case of any statutory non-compliance, theft, fraud, misrepresentation, negligence or any other civil wrongs or criminal offences the Company shall be entitled to terminate the Contract forthwith, whether in part or in full.
- **Delay Reporting:** Service Provider shall ensure that vehicle shall report to our plant within 24 Hrs. of dispatch from mines. Any coal truck arriving at Vedanta plant more than 24 hrs. after being loaded at mines shall be tested for quality and quantity by Vedanta before conditional acceptance. Such conditional acceptance may also be agreed by Service Provider in form of an affidavit acknowledging agreement on defects and loss of the material.
- **Shortages/Excess:** The coal truck showing excess/ shortage as compared to mines wt. in Gross Wt. as well as Tare Wt. shall be denied for Weighment. In such cases, the vehicle shall be allowed only after thorough investigation.
- **Transshipment Case:** The trucks coming from mines to our Vedanta plant should report directly at our plant without doing any transshipment. In case of any major break

down/accident and if it is mandatory to shift the material, then only the transshipment shall be done that too with prior approval from Vedanta. Any truck reporting after transshipment without prior approval/information detention of vehicle or suitable penalty or both shall be imposed as decided by Vedanta. The Service Provider has to make best efforts to ensure no loss of quantity, quality and environmental pollution during this activity.

- **Mining Document:** The documents issued by mining authorities like Transit Pass (TP), Mines Weighment Slip, Gate Pass etc. for physical transportation of goods from mines to plant, needs to be handled with utmost care. Loss of any mining document during transit must be reported at administrative authority concerned. In case of any non-compliance found, Vedanta shall impose penalty of Rs. 500 per truck for loss / damage of any documents. Also, the Service Provider shall indemnify the Owner in case of any such document lost cases.
- **Blacklisted / Banned Trucks:** Vedanta shall communicate black listed /banned trucks on regular basis, The Service Provider shall ensure no Blacklisted trucks are loaded at mines, failing which Rs.5000/- per truck penalty shall be imposed for such cases or detention of truck or both.
- The Service Provider shall ensure that all the drivers should have valid driving license for heavy vehicle. No trucks shall be allowed if driver is not having valid driving license.
- The Service Provider shall submit fitness certificate for all the trucks loaded from mines for Vedanta, Jharsuguda.
- Service Provider shall ensure that they have registered themselves and their Trucks in I3MS as per the mandatory guidelines laid down by Department of Steel & Mines for transportation of minerals within Odisha.
- Service Provider shall file FIR for missing trucks / indefinite in-transit trucks within 3 (Three) days & submit FIR copy to Vedanta.
- The Service Provider shall ensure that all the trucks loaded with coal should come with proper tarpaulin covering from the mines. Penalty of Rs.500/ per truck shall be levied if trucks report to our plant without tarpaulin cover/ improper tarpaulin cover.
- **Incorrect Challan Copy:** The Service Provider shall ensure that all the challan copy submitted along with each truck should have accurate details (i.e. PO No., DO No., TP No.) as allotted by Vedanta. Penalty of Rs.500/ per truck shall be levied if trucks report to our plant with incorrect challan copy.
 - **Note:** In case of Incorrect Challan provided repeatedly, penalty imposed shall be incremental.
- **Tail Board Closing:** After completion of unloading, the trucks are to go to the designated place (inside our plant itself) where Vedanta appointed third party agency shall carry out the activity of the tailboard closing. No driver shall carry out this activity on their own. Any such activity is strictly prohibited & if anyone found doing so, penalty of Rs. 500/- per truck shall be levied. Also, the said truck & driver will be added under the BAN list.
- **Un-authorized Coal Dumping:** The Service Provider shall educate the truckers / drivers regarding the unloading processes followed by Vedanta. Apart from the designated unloading point(s) / yard, any unauthorized dumping of coal shall be strictly prohibited. For any violation / violators, the following actions shall be taken by Vedanta:
 - Detention of truck for 24 hours
 - Cleaning to be done by driver
 - Imposition of penalty (Rs. 500/- per Truck)
 - Truck to be added under ban-list
- **Waybill (if applicable):** Service Provider should submit the daily request report of the E-way bill to be issued (trucks dispatched on account of Vedanta), such that timely E-way bill can be issued by Vedanta. If any violation occurs & for the same if any penalty

raised or other formality asked by Government of Odisha shall be fulfilled by Service Provider only

- **Railway siding:**

- For DO under road cum rail mode, service provider shall inform Vedanta representative for placement of indent.
- After placement of indent by Vedanta representative, Service provider shall obtain stacking permission from railways and ensure completion of stacking within permissible time as per railways.
- Coordinate with railways for allocation of empty rakes.
- Carry out repair of sick wagons if required by railways.
- Ensure watch and ward of the material at railway siding.
- Carryout tarpaulin covering of rakes during monsoon.
- Cleaning of rakes to remove foreign material before rake loading, avoiding contamination of coal.
- Coordinate with mining circle for obtaining forwarding notes.
- Carryout rake loading within in permissible time
- Payloaders used for rake loading should be equipped with weighing scales to avoid punitive and dead freight

- Odisha State (I3MS) Transit Pass (TP) (for trucks coming from mine):

- The Transit pass from I3MS server shall be issued by Vedanta on truck-wise basis.
- Each truck shall follow clearly the valid route which mentioned in the Permit as per the guidelines of Department of Mines, Government of Odisha.
- Two Transit Pass copies shall be generated by Vedanta, out of which one copy to be handed over to Mining Authority at Check Gate (as mentioned in permit copy) and another one as Consignee / Destination copy to be retained with Truck Driver to be submitted at our Plant. Also, the necessary endorsement from the Mining Authority shall be obtained on the Destination copy & the same shall be submitted at our Plant.
- Service Provider need to ensure that there will be no deviation in route from the mines to Our Plant and no truck should follow any bypass route without having valid TP copy.
- Service Provider need to submit daily report on every Transit Pass obtained / utilized so as to enable Vedanta to complete the statutory compliance works and submit monthly mining return to Concerned Authority
- Inspectors from Directorate of Mines may carry out verification of all the documents (especially TP) pertaining to the direct dispatches (through road mode). Service Provider need to comply with the stipulations laid down by their office.
- Shall there be any deviations in the protocols prescribed by the Department of Mines, Government of Odisha, the Service Provider shall be liable for any actions taken by the authorities (including payment of penalties, charges, etc.)

CONSIDERATION

QUANTITY

The quantity will be based on allotment by Vedanta Ltd. As such there is no guarantee on quantity. Allotment shall be intimated on regular interval to service provider

Mines	UOM	FY23	FY24	FY25
Jamkhani	MT	600,000	26,00,000	26,00,00

Note: The above-mentioned quantities are tentative. Going forward, the quantities shall be mutually discussed & agreed based on the Production. As such there is no guarantee on quantity from Vedanta.

The Service Provider shall be bounded by all decision and order of Vedanta Ltd including order quantity and quality of coal.

Vedanta shall book the GRN (Good Receipt Note) for the quantity whichever is lesser between mines weighbridge quantity & Vedanta Weighbridge quantity.

Quantity recorded as per GRN shall be full and final for all accounting/payment/reconciliation purpose.

DELIVERY SCHEDULE:

The transporter shall complete the lifting and dispatches of the entire quantity under allotted DOs within the validity period of the DO.

The lorry receipt of the service provider, mines weighbridge slip, and Transit Permit issued at mines shall be conclusive proof of dispatch of goods.

The lorry number mentioned in the Transit Pass should be matching with the actual lorry carrying the loads.

Delayed reporting of trucks at the plant/siding beyond a specified period will not be accepted.

Zero tolerance for Shortage is allowed.

After completion of Delivery order compiled dispatch report should be submitted within 3 days of completion in hardcopy as well as soft copy.

Vehicles will not be allowed without TP

Daily Dispatch Report in soft copy should be submitted as per Table No.1 with TP details within 24 hrs. of dispatch of trucks from mines.

Service provider shall ensure uniform loading as per asking rate during DO validity period.

Daily Dispatch Report

Table No. 1 : Daily Dispatch Report					
Delivery Order No (DO No)					
Purchase Order No (PO No)					
Mine					
Company					
Sl No	Date of Dispatch	Truck No	TP No	Destination	Net Quantity in MT
1				Plant/Siding	

CONTRACT PRICE AND DURATION : INR_____Crore + GST extra at actuals

S.No	Particulars	FY23	FY24	FY25	Price (INR/MT)
		Quantity (MT)	Quantity (MT)	Quantity (MT)	
1	Road transportation to Plant				
2	Road Transportation to Railway siding				
3	Rake loading				

*The quantity mentioned herein above is tentative. However, the rate is firm throughout the contract. The Contract shall be for a period of 3 years.

*The rates considered herein above are for contract value calculation & belong to CPP 1800 MW. However, we also have freight rates finalized for CPP 1215 MW. Please find below;

Mines	CPP freight (Rs/MT)

Other Parameters:

Toll Fee: Inclusive

GST: GST shall be paid extra at actual by Vedanta as per Govt. regulations.

Income Tax: Inclusive in the price above, TDS to be deducted from the payment related to service charges.

Issuance of TDS Certificate: To be done by Vedanta

DIESEL ESCALATION / DE-ESCALATION FORMULA (not applicable if Union rate chart is applicable) Escalation/ Reduction (in Freight Rate, owing to Diesel) = $\frac{\text{Change in Diesel Price} \times \text{Total Distance}}{\text{Total Distance}}$

(Mileage X Load-ability)

Change in Diesel price shall be the difference between 'Base Rate of Diesel' & 'Base rate for a given DO'

Base Rate of Diesel shall be Rate of Diesel as on the__: Rs. __/ltr

Base rate for a given DO shall be Rate of Diesel on ____

Total distance – a) Distance from Mine to Jharsuguda Plant (two-way)

b) Distance from mine to railway siding (two-way)

Mileage - 3.5 km per litre

Load-ability (per truck) - 32 MT

Liquidated Damages

1. QUALITY:

Sampling would be done taking a lot size of 4000MT (+/- 10%) or any other lot size as decided by purchaser from time to time , for finding out weighted average GCV (ARB) & Total Moisture and the same would be considered for penalty calculation. The analysis report of third party engaged by Vedanta in loading at mine and unloading in plant shall be final and considered for comparing the variation.

A) GCV

During truck loading at mine area, samples will be collected as per standard and GCV & Moisture declared by the third party appointed by Vedanta at mine area shall be the base (GCV-M).

The GCV accounting will be based on "As Received Basis (ARB)".

The GCV (Kcal/Kg) on ARB (As Received Basis) are as under: **GCV –R**

Parameter	Variance Allowed	Liquidated damages (LD)
As Received Basis GCV at Vedanta	Reduction in GCV -R more than 3% but less than equal to 10 % from GCV-M	For every 1 % reduction, Freight charges to be reduced by same % reduction in GCV%
Jharsuguda	Reduction more than 10% but less than equal to 15 % from GCV-M	For every 1 % reduction, Freight charges to be reduced by 2 times of reduction in GCV-R %
	Reduction more than 15% from GCV-M	Delivered quantity will be Vedanta's coal and freight charges will be forfeited

B) Total Moisture (%):

Service provider shall be responsible for delivery of coal without change in total moisture

For Moisture :

Parameter	Variance Allowed	Adjustment in quantity
As Received basis Moisture	In case the total moisture exceeds upto 5% than stockpile measured moisture (TM-S)	Decrease in quantity = same percentage that the moisture exceeds
	In case the moisture exceeds 5% more than stockpile measured moisture	Decrease in quantity = 2 times the percentage that the moisture exceeds

There would be no premium for lower moisture.

Moisture & GCV shall be on ARB basis as per result declared by third party appointed by Vedanta Limited.

2. Transportation shortfall

Any slippage in reaching the Annual coal transportation target specified, Liquidated Damages shall be leviable at the end of every month from the commencement of work as follows :

S.No.	Short Fall	LD in the event of short fall
1	Upto 5% of the prescribed quantity in the month.	Nil
2	More than 5% but upto 10% of the prescribed quantity in the month.	5% of the Freight Fee per MT for the targeted quantity
3	More than 10% but upto 15% of the prescribed quantity in the month	10% of the Freight Fee per MT for the targeted quantity.
4	More than 15% but upto 30% of the prescribed quantity in the month	15% of the Freight Fee per MT for the targeted quantity.
5	More than 30%	25%

Short fall in the monthly targeted quantity may be reviewed every alternate month and if service provider removes more quantity than monthly targeted quantity in the subsequent month, LD applied in the previous month may be adjusted and vice versa.

In the event the service provider fulfills the annual target ahead of schedule and the final bill quantity in the last month is less than monthly target, LD on the same will not be applicable for that particular last month.

3. **Railway punitive, dead-freight, demurrages & wharfage:** Any punitive, demurrages, wharfage etc charges levied by railways to VL for reason attributable to service providers shall be recovered from the RA bill. Dead freight/wagon allowed 1 MT, any dead freight beyond 1 MT/wagon or on rake average basis beyond 59 MT , VL shall recover dead freight loss beyond 59 MT from the RA bill of service provider.

PAYMENT TERM:

- Payment shall be made on monthly basis. 100% payment shall be made by Vedanta within 30 (Thirty) days after dispatch of Quantity' by Service Provider & receipt of material by Vedanta..
- The payment shall be released within 30 days from the submission of correct duly certified by Vedanta Limited (i.e. payment shall be released only after verification of all the concerned documents).
- Payment shall be processed as per under:
- Party has to submit the bills on the lifted quantity only as per actual.
- Vedanta shall consider the GRN quantity as final & binding for the purpose of payment, in

case the weighted average moisture for a particular lot exceeds the moisture analysed at mine, the payable quantity shall be normalized as per the formula defined.

- Transportation freight will be paid on normalized quantity only.
- No logistics cost shall be paid on the difference of quantity in between GRN quantity & Normalized quantity.
- Vedanta shall deduct the total coal value for the shortage in quantity between the GRN quantity & Lifted quantity.
- Penalty will be levied in case any quantity gets lapsed from the allocated DO quantity.
- GCV Penalty shall be calculated on normalized quantity only.

Invoicing on Diesel variation:

The date on which lifting starts under a particular DO shall be considered as the BASE DATE for the said DO.

The Diesel Price as on that date shall be considered as the BASE RATE & accordingly the Freight (rate) will be derived.

All the running bills under the said DO shall be made on the base rate only.

Along with the Final Invoice a debit note / credit note shall be raised on the basis of reduction / hike on account of diesel prices.

SERVICE PROVIDER SCORE CARD

There is process of evaluating service providers score card on month to month basis. Any service providers score rating below 50% shall be viewed as non-performer and repetition of the same for consecutive 3 (Three) months may lead to termination of the contract.

MANPOWER:-

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

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.

Vedanta is indemnified from any injury or loss of life to persons employed by you.

RADIO-FREQUENCY IDENTIFICATION (RFID)/GPRS:

Service Provider to abide by the terms & conditions laid down by the Directorate of the Mines. Vedanta is implementing various digitalization projects such as RFID, GPRS etc. Transporter shall extend full support in this regard and provide RFID & GPRS in all the trucks engaged for transporting coal. Shall there be any benefit from this technological enhancement; Transporter shall pass the same on to Vedanta.

HIGH CAPACITY TRUCKS:

Transporter to take endeavors to increase the Load-ability > 35 MT per truck.

Transporter to take endeavours to deploy electric tucks/upgrade existing truck to electric truck for transporting coal to Jharsuguda plant from Jamkhani coal block of Vedanta. Shall there be any benefit from this technological enhancement; Transporter shall pass the same on to Vedanta

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.
 - Service provider shall provide all necessary safety gadgets like safety shoes, safety helmet, goggles, dust mask, ear plug etc. to all his employees. Neither service provider nor his employees will be permitted to enter factory premises without safety PPEs. The service provider should ensure strict compliance on safety measures as adopted by VEDANTA.
 - Ensuring safety and prevention of any accident /incident of the employees of the service provider will be sole responsibility of the service provider
 - Charges to wards any damage of the VEDANTA equipment /material caused due to coal trucks will be deducted from your bill after assessment of our VEDANTA 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 have been strictly implemented for all coal trucks received inside VEDANTA. Premises and that all service providers shall be required to adhere to them.
 - 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 front and back side legibly in all coal trucks.
 - All tyres of the trucks should be in good condition.
 - Trucks should not 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.
 - Reverse horn to be made available in Coal Truck.
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- ANY NON COMPLIANCE TO ABOVE PENALTY WILL BE IMPOSED AS PER ROAD SAFETY POLICY
 - All the service provider must have to follow the ROAD SAFETY POLICY. In case it is found that there is a deviation with the above safety norms by the service providers/contractors then VEDANTA has right to put the trucks at banned list and impose Penalty as decided by management.

- PENALTY IN CASE OF FATALITY (Inside and outside plant premises)
- Service Provider shall be held responsible for any fatality that happens through this contract inside plant premises. Penalty of Rs 6,00,000/- (Rupees Six Lakhs) or higher amounts as per management discretion shall be imposed in such cases and shall be recovered from their running bills.
- In cases any such incident (s) happen outside plant premises, The Service Provider shall keep the owner indemnified from any liabilities on account of injury and / or loss of life of labour / personnel. Also, if the Service Provider is unable to settle the issue & Vedanta has to intervene, the Penalty / Settlement Amount at actuals shall be recovered from the Service Provider's bills.

SHORTAGE / TOLERANCE:

If a given truck is having shortage of ≤ 50 Kg (as per the Weighment in Vedanta Plant Weighbridge) in comparison with the mine weighbridge, then the same shall not be considered as shortage.

For > 50 Kg shortage, the actual quantity of shortage will be considered.

The above-said tolerance / allowance on shortage shall be considered only for payment purposes. There is no change in the Weighment / receipt calculation processes.

Also, in a given DO, the truck-wise shortage details shall be collated & necessary quantity adjustments shall be made only in the last bill under the DO.

Based, on performance the extension of contract shall be issued.

Also, Vedanta reserves the right to curtail the quantities / terminate the Contract in case the performance is dissatisfactory / below par (for a continuous duration of 3 months.)

Also, Vedanta reserves the right to appoint more than one transporter for one mine.