

<p>ಕೆಐಓಸಿಎಲ್ ಲಿಮಿಟೆಡ್ (ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ) ಎರಡನೇ ಹಂತ, ಕೋರಮಂಗಲ, ಸರ್ಜಾಪುರ ರೋಡ್, ಬೆಂಗಳೂರು- ೫೬೦ ೦೩೪</p> <p>ಖರೀದಿಯ ಇಲಾಖೆ</p> <p>ದೂರವಾಣಿ: ೦೮೦-೨೫೫೩೧೪೬೧-೭೦ ಇ ಮೇಲ್: bpurchase@kioclltd.com ಫ್ಯಾಕ್ಸ್: ೦೮೦- ೨೫೫೩೧೪೬೧/೨೫೬೩೦೯೮೪ ವೆಬ್ ಸೈಟ್ : www.kioclltd.in</p>	<p>ಕೆಐಓಸಿಎಲ್ ಲಿಮಿಟೆಡ್ (भारत सरकार का एक उद्यम) II ब्लಾಕ್ ಕೋರಮಂಗಲ, ಸರ್ಜಾಪುರ ರೋಡ್ ಬೆಂಗಳೂರು-560 034</p> <p>ಕ್ರಯ ವಿಭಾಗ</p> <p>ತೆಲಿಫೋನ್: ೦೮೦- ೨೫೫೩೧೪೬೧ - ೭೦ ಇಮೇಲ್: bpurchase@kioclltd.com ಫೆಕ್ಸ್: ೦೮೦-೨೫೫೩೧೪೬೧/೨೫೬೩೦೯೮೪ ವೆಬ್‌ಸೈಟ್: www.kioclltd.in</p>	<p>KIOCL LIMITED (A Government of India Enterprise) II Block, Koaramangala, Sarjapura Road Bangalore – 560 034</p> <p>PURCHASE DEPARTMENT</p> <p>Telephone: 080 – 25531461 to 70 Email: bpurchase@kioclltd.com Fax: 080 - 25532153/25630984 Website: www.kioclltd.in</p>	 <p>KUDREMUKH ಐಸೋ 9001, 14001 ಮತ್ತು ಓಹೆಸ್‌ಎಸ್‌ಎಸ್‌ಎಸ್ 18001 ಸಂಸ್ಥೆ ಆರ್‌ಐ‌ಎಸ್‌ಓ 9001, 14001 ತಥಾ ಆರ್‌ಐ‌ಎಸ್‌ಐ‌ಎಸ್‌ಐ‌ಎಸ್ 18001 ಕಂಪನಿ ISO 9001, 14001 & OHSAS 18001 COMPANY</p>
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OPEN TENDER

NOTICE INVITING TENDER FOR SUPPLY OF IRON ORE CONCENTRATE-HEMATITE FROM INDIGENOUS SOURCES.

No. KIOCL/MTLS/IOC-INDI/23-24/10 Dated: 31.01.2024
**Please visit our Company website for taking note of any
further corrections/modifications/addenda to the tender
terms and quote accordingly.**

**TENDER DUE ON
27.02.2024 AT
14:00 Hrs**

Dear Sirs,

Sub: Supply of Iron Ore Concentrate-Hematite

Quotations are invited from reputed Indigenous Iron ore Suppliers, i.e. Mine Owners/Traders/Stockists for supplying **1,00,000 DMT ±10%** of Iron Ore Concentrate-Hematite from Indigenous sources for use in Pellet Plant at Mangalore as per the specification, terms & conditions etc indicated in the NIT enclosed.

The bidders shall submit their bids as detailed at clause-1, submission of tender documents.

1. Submission of Tenders Documents for supply of Iron Ore Concentrate-Hematite:

- a) Please quote your price only in **INR** on the "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, except applicable GST
- b) The tenders complete in all respects conforming to the Specification, commercial Terms & Conditions and General Conditions for Indigenous Supply KIOCL shall be submitted as under:

1.1 Cover.1

a. EMD:

The bidders shall furnish an interest free Earnest Money Deposit (EMD) of Rs.20,00,000/- (Rupees Twenty Lakh only) by way of RTGS/Demand Draft (from Nationalized bank/scheduled bank in India. Demand drafts from Co-operative and Garmin Banks will not be accepted), in favour of "KIOCL LIMITED", payable at Bangalore (or) Bank Guarantee from Indian Nationalised Banks / Scheduled Banks in India in favour of KIOCL Limited. The Bank Guarantee shall be strictly as per KIOCL format and kept valid for 6 months from the date of opening. The Bank Guarantee issued by Co-operative Banks and Gramin banks will not be accepted.

Please note that those Bids not accompanied with EMD will be rejected. Quotation even if received by due date and time but without original EMD will also be rejected.

The EMD will not carry any interest till it is returned. The EMD will be returned without any interest to unsuccessful bidders on identification of successful bidder and in the case of successful bidder, the EMD will be returned after receipt of security deposit towards performance guarantee.

In case the bidder withdraws their quotation before the tender validity specified in this tender document, the EMD amount will be forfeited irrespective of whether the bidder has offered shorter validity than the validity stipulated in this tender document.

NOTE: In case the offer submitted is withdrawn or modified by the bidder in a manner not acceptable to KIOCL, before the expiry of validity or if security deposit is not submitted within the time allowed as per terms and conditions, the EMD Money submitted by bidder shall be forfeited without any further reference to the bidder.

State/Central Govt. Organization, PSU and valid UAM/NSIC registered (for the tendered item) firm can produce documentary evidence issued by Govt. Authorities for exemption towards submission of EMD. In case of SSIs /MSEs firms need to submit notarized copies of the relevant, valid registration certificates for claiming exemption.

However, they would be required to furnish Security Deposit in case they are successful in the tender.

For bidders who want to offer part quantity, the EMD for such part quantity offers shall be as below:

- 1. Upto 25,000 MT: Rs.5,00,000**
- 2. Above 25,000 MT and upto 50,000 MT: Rs.10,00,000**
- 3. Above 50,000 MT and upto 75,000 MT: Rs.15,00,000**
- 4. Above 75,000 MT and upto 1,00,000 MT: Rs.20,00,000**

- b. Please note that Tenders without EMD or the proof of payments made will be rejected.
- c. EMD shall be enclosed in a separate sealed cover duly superscribed as "**COVER.1- EMD**", indicating Tender Document number & Date and Due Date of Opening of the Tender.
- d. **EXEMPTION FROM PAYMENT OF EMD:** State/Central Govt. Organization, PSU and valid DGS&D/NSIC registered (for the tendered item) firm can produce documentary evidence issued by Govt. Authorities for exemption towards submission of EMD. SSI's /MSE's firms are required to submit notarized copies of the relevant, valid registration certificates for claiming exemption.

1.2 Cover.2 – Techno Commercial Tender comprising of

- (a) Check list for submission of bid : Annexure - 1
- (b) Specification of Iron Ore Concentrate-Hematite: Annexure-2
- (c) Purchaser's Commercial Terms & Conditions including General Conditions for Indigenous Supply KIOCL - P/1 : Annexure-3
- (d) Copy of the Un- Priced Bid without indicating Price : Annexure- 4
- (e) Details of Mines and facilities of bidder : Annexure-6
- (f) Business Rule for e-auction : Annexure-7
- (g) Integrity Pact between KIOCL and the Bidder : Annexure-8
- (h) Format of Bank Guarantee for Security Deposit : Annexure-9
- (i) Particulars of Bank details for making payment through RTGS mode:Annexure-10
- (j) KIOCL RTGS details: Annexure-11
- (k) KIOCL format for Company Profile:Annexure-12
- (l) Shipping Terms & conditions for delivering the material: Annexure-13.

The above annexure duly signed and seal affixed on all the pages as an indication of acceptance by the bidder are to be submitted as part of techno-commercial bid. The Techno-Commercial tender comprising the above shall be enclosed in a separate sealed cover duly superscribed as "**COVER.2 – TECHNO-COMMERCIAL BID**", indicating Tender Document number & Date and Due Date of Opening of Tender.

1.3 Cover.3 – Price BID :

The **Price** in the format **furnished** at **Annexure – 5, i.e., price bid** to this tender document duly filled in & signed shall alone be enclosed in a separate sealed cover duly super scribed as "**COVER.3 – PRICE BID**" and indicating Tender Document number & Date and Due Date of Opening of Tender.

1.4 Cover.4 – Common Outer Cover:

Cover at (1.1), (1.2) & (1.3) above shall be kept in a common sealed outer cover duly super scribed as "**TENDER FOR SUPPLY OF IRON ORE CONCENTRATE-HEMATITE**" and indicating Tender Document number & Date and Due Date of Opening of Tender. The cover at (1.4) above shall reach the Purchaser before **14.00 HRS on or before 27.02.2024.**

Important Note:

- i) If the Common Outer Cover as above is not sealed and marked as required, KIOCL will not assume any responsibility for the bid's misplacement or premature opening.
- ii) KIOCL, at its discretion, may amend the tender terms and also extend the due date for submission of bids. Any future corrigendum/amendments/alterations/modifications to this tender shall be published in KIOCL website www.kioclltd.in only. The prospective bidders are requested to visit these websites from time to time to take note of any updates and submit their bid/quote accordingly.

2. PRE-QUALIFICATION / ELIGIBILITY CRITERIA

The bidder shall be an established Mine Owner/Stockist/dealer in supply of any bulk cargo and fulfil the following criteria :

- a) The bidder should have an annual turnover of not less than Rs 25.11 Crores in any one of the last Three Financial Years, ending with 31st March of the previous financial year. Copies of the audited Annual Reports to be submitted as documentary proof.
- b) The bidder should have handled/supplied/traded any bulk cargo in any one of the last three years, prior to tender date. Copies of the Work

Completion Certificate or B/L copies or Certificate from the end users to be submitted as documentary proof.

The turnover of the bidders who wish to supply the part quantity (refer Clause No:15 of Commercial Terms & conditions- Annexure -3) shall be considered on Pro rata basis.

Offers which does not meet the Pre-qualification/Eligibility criteria will be summarily rejected.

3. KIOCL shall receive the completed bid documents as above, either through Registered Post or Courier Service or Speed Post or to be dropped in person into the "PURCHASE TENDER BOX" conspicuously placed in the office of

**CGM (MATERIALS),
Purchase Department, II Floor (Main Building),
KIOCL LIMITED,
II Block, Koramangala, Sarjapur Road
BANGALORE – 560 034.**

The bids received in any other form such as FAX, e-mail, in open condition, incomplete condition, and after the due time & date of opening or delayed receipt caused under any other circumstances will be rejected.

4. TENDER OPENING:

4.1) Techno-Commercial Bid opening:

Techno-commercial Tenders submitted as above will be opened at the above address at_____. The bidder or his authorized representative can witness the opening of tenders if they wish to do so along with the authorization letter from the bidder.

If due date for opening of the tenders happens to be a Public holiday or a declared holiday for the Buyer, the opening of tenders will be done on the next working day at the same time specified originally for opening.

4.2) Price Bid opening:

The hard copies of the Price bids of those bidders, who meet the Techno-Commercial terms and other conditions, will only be opened separately after online bidding cum e-reverse auction with advance intimation of time & date of opening. The bidder or his authorized representative can witness the opening of Price bids if they wish to do so along with the authorization letter.

5. FORMATS AND SIGNING OF BIDS:

All the envelopes and their contents shall be legibly filled up signed and seals affixed on all the pages by the Bidder or a person or persons duly authorized. The person or persons signing the bid shall sign on all pages of the bid as an indication of his /their acceptance of the tender terms & conditions. Any interlineations, erasures or overwriting /corrections shall be valid only if the person or persons signing the bid attest them. **Conditional bids shall be rejected without assigning any reasons thereof. In case of any deviations from the tender terms, the same shall be brought out clearly in a separate sheet by the bidders in their offer.**

6. The tender documents should not be altered/ tampered with by the bidders and it can only be downloaded. The downloaded tender document should be affixed with seal and signature on all the pages and to be sent along with techno-commercial offer. In case it is found to be altered/ tampered with, such offers will be rejected. The company also reserves the right to ban such bidders for future participation in the tender.

7. SPECIAL NOTE

- 7.1 The bidder should read and clearly understand the tender terms, general and special conditions before submission of documents and submission of bid.
- 7.2 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Buyer shall not be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.
- 7.3 The bids cannot be withdrawn after the tender closing time.
- 7.4 If, on check, it is found that there are discrepancies between the rates given by the bidder in words and figures, then the rates quoted in words shall be taken as correct.
- 7.5 KIOCL reserves the right to obtain required commercial and technical Clarifications/information/documents from the Bidders before opening of price bid. Obtaining such clarifications shall not entitle the Bidders to revise the price quoted.
- 7.6 KIOCL reserves the right to accept or reject any or all of the tenders (Cancellation of Tendering Process), if need arises, at its discretion without assigning any reasons thereof. KIOCL also reserves the right to reject any or of all of the tenders in case bidders are not furnished the requisite details/documents as specified in the tender and in this regard, no further communication will be sent to bidders.

8. **EVALUATION OF BIDS:**

a) **First stage: Techno-Commercial evaluation:**

- i) Issue of Enquiry: by KIOCL
- ii) Receipt of quotation in Two Bid system – by KIOCL directly from bidders, i.e., Techno-Commercial and Price Bid in two separate sealed covers.

b) **Second stage: Online bidding cum Reverse auction**

All techno-commercially acceptable bidders those who have accepted business rules provided by our service provider would be required to participate in the online bidding cum reverse auction, on a date and time to be intimated by service provider.

After the online bidding cum reverse auction, KIOCL will collect final price bid comparative statement from service provider.

c) **Third stage: Composite price comparative statement**

- d) After receipt of the price comparative statement from the service provider the sealed price bids of all the techno-commercially acceptable tenderers received along with the techno-commercial offers will be opened, a composite price comparative statement shall be made (i.e., price bid submitted in a sealed cover & online bid cum e-Reverse auction prices comparative statement received through service provider) of all the tenders. Placement of order shall be considered on the L-1 price so arrived. Composite price comparative statement will have prices quoted in hard copy (sealed bid) and e-reverse auction prices. The least price will be L1.

- e) If no bid is received within the specified time & duration of the online bidding cum reverse auction, then KIOCL at its discretion may scrap the online bidding cum reverse auction process and contract will be finalized based on evaluation of hard copies of price bids opened. Accordingly, Contract will be finalized on L- 1basis.

Thanking you,

Yours faithfully,
for KOCL Limited,
Sd/-



(John A Gonsalvez)
CGM (Materials)
Phone: 9741899456
Fax: (080)-25532153
E-mail: bpurchase@kioclltd.in

Enclosures:

- (a) Check list for submission of bid : Annexure – 1
- (b) Specification of Iron Ore Concentrate-Hematite: Annexure-2
- (c) Purchaser's Commercial Terms & Conditions including General Conditions for Indigenous Supply KIOCL - P/1 : Annexure-3
- (d) Copy of the Un- Priced Bid without indicating Price : Annexure- 4
- (e) Copy of the Priced Bid indicating Price : Annexure- 5
- (f) Details of Mines and facilities of bidder : Annexure-6
- (g) Business Rule for e-auction : Annexure-7
- (h) Integrity Pact between KIOCL and the Bidder : Annexure-8
- (i) Format of Bank Guarantee for Security Deposit : Annexure-9
- (j) Particulars of Bank details for making payment through RTGS mode:Annx-10
- (k) KIOCL RTGS details: Annexure-11
- (l) KIOCL format for Company Profile:Annexure-12
- (m) Shipping Terms & conditions for delivering the material: Annexure-13.

Note: Format for Bank Guarantee & Integrity Pact Agreement copy can be downloaded from KIOCL web site: www.kioclltd.in.

ANNEXURE-1.

CHECK LIST FOR SUBMISSION OF BID.

1	EMD	Furnished Yes/ No
2	Confirmation of Acceptance of Specification of Iron Ore Concentrate-Hematite as per Annexure-2.	Acceptance Indicated Yes/ No
3	Confirmation to acceptance to Purchaser's Commercial Terms & Conditions including General Conditions for Indigenous Supply, KIOCL-P/1-Annexure-3.	Acceptance Indicated Yes/ No
4	Un-priced Bid (without price) enclosed with Techno- Commercial Bid (Annexure 4).	Acceptance Indicated Yes/ No
5	Price Bid: Price on "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable excluding applicable GST, is indicated in Annexure-5 for supply of IOC.	Acceptance Indicated Yes/ No
5	Details of Mines & Facilities with supporting documents furnished as per Annexure-6.	Enclosed Yes/ No
6	Confirmation to acceptance to KIOCL's Business rules for e- auction as per Annexure-7.	Acceptance Indicated Yes/ No
7	Confirmation of acceptance of Integrity Pact Agreement (Annexure-8).	Signed Copy attached Yes/ No
8	Confirmation of acceptance of KIOCL's Evaluation of Tenders.	Acceptance Indicated Yes/ No
9	Confirmation to acceptance that Iron Ore Concentrate-Hematite is sourced from legitimate source only and it will be ensured that Iron Ore Concentrate-Hematite from illegitimate source is not supplied.	Acceptance Indicated Yes/ No
10	Confirmation to adherence to applicable statutory laws pertaining to iron ore Concentrate-Hematite selling/ purchase.	Acceptance Indicated Yes/ No
11	Confirmation to acceptance to RTGS payment as per Annexure-10	Acceptance Indicated Yes/ No
12	Confirmation to acceptance to KIOCL format for Company Profile as per Annexure-12.	Details furnished Yes/ No
13	Shipping Terms & Conditions for delivering the material: Annexure-13.	Acceptance Indicated Yes/ No

ANNEXURE-2

INDICATIVE SPECIFICATION OF IRON ORE CONCENTRATE- HEMATITE

1. Chemical:

CONSTITUENT	Guaranteed Specification	Limiting value (%)
Fe	64 % min	Min. 64
ALUMINA (Al ₂ O ₃)	1.5 % max	Up to 2.0
SILICA (SiO ₂)	4 % max	Up to 4.5
PHOSPHOROUS (P)	0.04 % max	Up to 0.045
SULPHUR (S)	0.04 % max	Up to 0.05
TITANIUM OXIDE (TiO ₂)	0.10 % max	Up to 0.15
ARSENIC (AS)	0.008 % max	Up to 0.01
OTHER CONSTITUENTS	0.18 % max	Up to 0.20
LOSS ON IGNITION (COMBINED WATER)	2 % max	Up to 2.5
MOISTURE	9 % min	Up to 10

2. Physical (Limiting values)*

+ 100 MESH	5 % max
-325 MESH	60 to 70 %
BLAINE NUMBER	1400 - 1800 Sq. cm/gm.

Note: Price Adjustment: Bonus / Penalty will be applicable as per clause no.10 of Annexure-3

ANNEXURE-3

COMMERCIAL TERMS AND CONDITIONS

1. **MATERIAL:** IRON ORE CONCENTRATE-HEMATITE
2. **QUANTITY:** 1,00,000 DMT±10% (2 shipments of 50,000 DMT +/-10% per shipment without any transshipment in case of transportation through Sea route)
3. **PRICE:**
 - a) Bidders are requested to submit their Quotations only in INR, on the "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, except GST
 - b) The price quoted by the Bidder shall be firm during the Bidder's Performance of the contract and shall not be subjected to any escalation/variation on any account, except variations as per the provisions of Clause 11, on price adjustment: Bonus/Penalty. Bids submitted with adjustable price/ variable price/ conditional price will be treated as non- responsive and rejected.
 - c) Any additional levies and Taxes. i.e., either new or Revisions to the existing ones introduced by the Government during the currency of the contract, with a character of being passed on to the buyer, the same shall be paid extra by KIOCL to the Seller on exhibiting the same in the invoice or recoverable from the Seller as the case may be.
 - d) Goods and Service Tax (GST):

GST as applicable will be paid extra by KIOCL. GSTIN of KIOCL is 29AAACK8438M1ZX. GSTIN reference to be furnished in the invoice.
TDS: Applicable TDS will be deducted as per the provisions of GST.
Following are the TAN and TDS Nos. of KIOCL:
GST TDS No: 29BLRK04095A1DW
TAN No:29BLRK04095A
4. **PAYING AUTHORITY:**
CGM (F), KIOCL Limited, II Block, Koramangala, Bangalore-560 034 and/or his authorized representative.
5. **CONSIGNEE:**
DGM (Stores) KIOCL Limited, Pellet Plant, Mangalore - 575 010 and/or his authorized representative.

6. **DELIVERY:**

- a) Supplies can be made on "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, except applicable GST.

The delivery and other details are furnished below.

6.1 DELIVERY, SAMPLING AND DETERMINATION OF QUALITY:

6.1.1 DELIVERY:

6.1.1.1 The ordered quantity shall have to be delivered within **60 days** from the date of issue of the purchase order. However, in view of urgent requirement, it is requested to commence supplies as early as possible and complete supplies within the delivery period. Depending on its Plant requirement, KIOCL may seek change in rate of supplies.

Note: For supply of 1,00,000 MT: 60 Days

For supply of part quantity: The delivery period shall be based on the mutual agreement between KIOCL and the successful bidder.

a) By Ship:

6.1.1.2 In case of delivery through Ship, the convergence of supplies shall commence immediately from the date of placement of Purchase Order at the rate of about 50,000DMT±10% per shipment, without any transshipment. However, in view of urgent requirement, it is requested to commence supplies as early as possible and complete supplies within the delivery period. Depending on its Plant requirement, KIOCL may seek change in rate of supplies.

The successful bidder has to make necessary arrangements for unloading the material at New Mangalore Port from the Ship to the Wharf and then for loading on to Trucks/ Tippers for shifting to KIOCL Limited Pellet Plant Unit stock yard.

b) By Rake

6.1.1.3 The successful bidder shall make necessary arrangements for transportation of Iron Ore Concentrate-Hematite from the mine head/ stock yard and up to Railway siding identified by him for loading on to the Rake. The successful bidder should make necessary arrangements for plots at the Railway siding identified by him for convergence of Iron Ore Concentrate-

Hematite. Subsequently the material has to be loaded by the successful bidder in the Rake nominated by them for transporting the same to KIOCL Limited, Pellet Plant Unit, Mangalore. The successful bidder has to make necessary arrangements for unloading the material at Panambur Railway siding (Code: PNMB) from the Rake to the siding and then for loading on to Trucks/ Tipplers for shifting to KIOCL Limited Pellet Plant Unit stock yard.

c) By Road

6.1.1.4 The Successful bidder can deliver the Iron Ore Concentrate-Hematite by Road also on "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, except applicable GST.

6.1.2 SAMPLING AND DETERMINATION OF QUALITY & MOISTURE:

(a) ANALYSIS AT SELLER PREMISES:

The supplier has to ensure that Iron Ore Concentrate-Hematite as per the tender specification only is loaded. To ensure the same, quality of Iron Ore Concentrate-Hematite being loaded should be sampled and analyzed as per (BIS) IS: 1405-2010 & IS:1493-2011 Sampling & Testing Procedure by a mutually accepted Registered Independent Assayer. Cost of supplier's loading point Sampling and Analysis is to Seller's Account. It shall be the responsibility of the Seller to ensure that material loaded is always as per the specification of the product as detailed at Annexure-2. The Buyer, if necessary, may depute its representative or its nominated agency at his cost to witness and observe the loading operations/ sampling and analysis at the supplier's loading point at his own cost. Seller would extend full co-operation to Buyer to achieve this objective.

(b) ANALYSIS AT BUYER PREMISES:

The analysis can be carried out by a **mutually accepted Registered Independent Assayer at KIOCL Limited**, Pellet Plant Unit Stock Yard as as per (BIS) IS: 1405-2010 & IS:1493-2011 Sampling & Testing Procedure for the representative samples of the Product collected by the same Assayer. Cost of Sampling and Analysis is to Buyer's Account.

OR

The analysis can be done at KIOCL Lab at Mangalore. Cost of Sampling and Analysis is to the Buyer's Account.

(10% of payment will be released based on the Analysis carried out at Buyer's premises. Refer Clause 9.4)

The successful bidder has to give their acceptance for either of the above conditions before commencement of dispatches.

Note: The above conditions are not considered for evaluation of bids in any way.

(c) The Seller, if necessary, may depute its representative or its nominated agency at his cost to witness and observe the un-loading operations/ sampling and analysis at the buyers premises at his own cost. Buyer would extend full co-operation to Seller to achieve this objective. Samples will be collected at the discharge point either from the siding or from the loaded tippers/trucks as desired by the Buyer's In- charge at the site. The results obtained thereof are binding on both the parties and shall be final for both acceptance of material as well as for settlement of balance 10% payment after adjusting for the penalties.

7. **DETERMINATION OF QUANTITY AND WEIGHMENT:**

7.1 The weight of the material in DMT (Determined based on the moisture content as analysed by a mutually accepted Registered Independent Assayer as per 6.1.2 (b) above) supplied **as recorded at KIOCL Limited, Pellet Plant Unit Weigh Bridge at Panambur, Mangalore shall be final for all purposes including payment.**

7.2 Mode of weighment will be as under.

In case of supply through Rail/Sea, the gross weight of tippers shall be taken for each trip and the tare weight of the tippers shall also be taken for each trip. The net weight of the cargo for each trip made by the tipper is calculated by difference between the gross weight of each trip with that of the tare weight of that trip.

Adjustments if any to be made after release of 90% payment (Clause 9.3), will be effected while releasing the balance 10% payment as at Clause 9.4 below based on the quantity determined under this clause.

8. **UNLOADING & STACKING:**

Unloading and stacking of Iron Ore Concentrate-Hematite at KIOCL Limited, Pellet Plant, Mangalore Stock Yard shall be arranged by the Seller at his cost.

9. **PAYMENT:**

- 9.1 **PAYMENT TO MSE FIRMS:** Bidders may please note that payment to all MSME firms will be made through any one of the following TreDS digital platform only. No other mode of payment will be entertained. MSME Firms should accordingly register on any one of the digital platform and the details are as below:

Name of Exchange for TreDS platform	KIOCL Registration ID
RXIL	KI0000225
INVOICEMART	1000036916
M1XCHANGE	BUYER00004765

- 9.2 **PAYMENT TO NON MSE Firms:** KIOCL will open an irrevocable Letter of Credit for 100% value of the shipment on "Total Delivered Cost" at KIOCL Limited, Pellet Plant Unit, Mangalore Stock Yard basis in favour of the beneficiary.

OR

KIOCL shall directly pay to the successful bidder on receipt and acceptance of IOC at KIOCL Pellet Plant Unit, Mangalore.

The payment will be released on DMT basis only in two stages as under.

- 9.3 **90%** will be released against submission of the following original documents through our Bankers:
- 3/3 Negotiable Bills of Lading (Charter Party Bill of Lading acceptable) / RR's/LR's
 - Seller's signed Tax Invoice in 1 original and 3 copies.
 - Sampling and Analysis Report of IOF done at Sellers premises by a mutually accepted Registered Independent Assayer.
- 9.4 Balance **10%** due to the seller will be released by the Buyer within 15 working days of submission of the following documents through our Bankers:

- a) Seller's Debit/ Credit Note in 1 original and 3 copies.
- b) Copy of Analysis Certificate issued by a mutually accepted Registered Independent Assayer appointed by the Buyer at the receiving end / KIOCL Lab Analysis Certificate.

9.5 Determination of Quality as at Clause No. 6.1.2(b), determination of Quantity and weightment as at Clause.7.1 & 7.2 and price adjustment: bonus/penalty as at Clause.10 of tender document (NIT) may please be read with while considering this **balance 10%** payment clause.

10. **PRICE ADJUSENT: BONUS/PENALTY:**

10.1 Price Adjustment for Higher Fe Content: If the Fe (Iron) content in the Iron Ore Concentrate exceeds 64.00% as specified in Annexure-2, the base price will be adjusted upwards. The increase will be Rs. X per Dry Metric Ton (DMT) for each 1% increase in Fe content above 64.00%, calculated on a pro-rata basis. The value of "X" is determined by dividing the quoted price (in INR per DMT) for Iron Ore Concentrate with 64.00% Fe content by 64.00. Thus, $X = (\text{Quoted Price for Fe 64.00\% per DMT}) \div 64.00$.

10.2 Minimum Fe Content Requirement: Under no circumstances shall the Iron Ore Concentrate be supplied with an Fe content of less than 64.00%.

10.3 It is to be ensured that under any circumstances, Iron ore Concentrate-Hematite shall not be supplied with Fe content less than **64.00% and in that case the material will be rejected.**

10.4 For every half percent increase in the in the iron ore concentrate supplied with Al₂O₃+SiO₂ above 5.50%, the quoted price shall be decreased by Rs. X/- Per DMT fraction pro rata (i.e., the penalty equivalent to Fe content penalty). The figure "X" is calculated as per sub clause 10.1 above.

It is to be ensured that under any circumstances, Iron Ore Concentrate-Hematite shall not be supplied with Al₂O₃+SiO₂ above 6.50% (Al₂O₃:2.00%, SiO₂:4.50%).

10.5 LOI Penalty:

10.5.1 For Iron Ore Concentrate-Hematite supplied with LOI above 2.00% and up to 2.50% i.e., for the half percent increase in

LOI, the base price shall be decreased by Rs. 50/- per DMT fraction pro rata.

10.5.2 For LOI above 2.50% and up to 3.00% i.e., for the half percent increase in LOI, the base price shall be decreased by Rs. 100/- per DMT fraction pro rata.

10.5.3 For LOI above 3.00% and up to 3.50% i.e., for the half percent increase in LOI, the base price shall be decreased by Rs. 150/- per DMT fraction pro rata.

It is to be ensured that under any circumstances, Iron Ore Concentrate-Hematite shall not be supplied with LOI above 3.50%.

10.6 Sulphur Penalty:

For every 0.01 percent increase in the iron ore concentrate supplied with Sulphur above 0.04%, the quoted price shall be decreased by Rs.135/- Per DMT fraction pro rata. It is to be ensured that under any circumstances, Iron ore concentrate-Hematite shall not be supplied with Sulphur beyond 0.05%.

10.7 Phosphorous:

It is to be ensured that under any circumstances, Iron Ore Concentrate-Hematite shall not be supplied with Phosphorous beyond 0.045%.

10.8 Blain Number Penalty:

10.8.1 For Iron Ore Concentrate-Hematite supplied with Blain Number above 1,800 Cm²/g and up to 2,100 cm²/g, i.e., for the 300 cm²/g increase in the Blain Number, the base price shall be decreased by Rs. 200/- per DMT fraction pro rata.

10.8.2 For Iron Ore Concentrate-Hematite supplied with Blain Number above 2,100 Cm²/g and up to 2,900 cm²/g, i.e., for the 800 cm²/g increase in the Blain Number, the base price shall be decreased by Rs. 275/- per DMT fraction pro rata.

10.8.3 For Iron Ore Concentrate-Hematite supplied with Blain Number above 2,100 Cm²/g and up to 3,400 cm²/g, i.e., for the 1,300 cm²/g increase in the Blain Number, the base price shall be decreased by Rs. 450/- per DMT fraction pro rata.

However, all efforts to be made at the load port for ensuring that Concentrate with Blaine Number below 1800 Cm²/g only is loaded.

Invoicing and Final Payment Terms:

The supplier is obligated to submit accurate and timely invoices for all supplies of Iron Ore Concentrate-Hematite. These invoices should reflect the delivered quantities and any other relevant details as per the contractual agreement. However, the final payment for these supplies will be made only after necessary adjustments are applied to the base price and quantities. These adjustments will be in accordance with the terms specified in the preceding clauses (10.1 to 10.8), which address variations in Fe content, Silica, Alumina, LOI, Sulphur, and Phosphorous levels.

The final payment amount will be calculated based on these adjusted values, ensuring that any deviations from the stipulated quality parameters are appropriately accounted for. It is imperative that these adjustments are thoroughly reviewed and agreed upon before the final payment is processed to ensure accuracy and adherence to contract terms."

11. **EVALUATION OF TENDERS:**

Tenders received which conform to Tender Specification, Commercial Terms & Conditions will be evaluated based on **"Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, except applicable GST**

12. **OPTION CLAUSE:**

KIOCL reserves the right to exercise option clause to place order for an additional quantity up to 1,00,000 DMT $\pm 10\%$ of Iron Ore Concentrate-Hematite at the same price, terms and conditions, exercisable within one month from the date of receipt of original quantity, on mutual consent.

13. **MODIFICATION:**

Bidder shall not be allowed to modify their tenders after submission. If the tendering firm, after submitting tender, rescinds from its offer, the tender is liable for rejection.

Any change, modification or any addition to the terms and conditions of this Contract shall become effective only when confirmed by both the Seller and Buyer in writing.

14. **ORDER FOR PART OF TENDERED QUANTITY:**

KIOCL reserves the right to accept the bids for part quantity of the tendered quantity and the bidder shall confirm acceptance to part quantity at the Price/ Rate quoted for the tendered quantity.

15. **PROCUREMENT FROM MULTIPLE BIDDERS:**

KIOCL, depending upon need, may procure Iron Ore Concentrate-Hematite of 1,00,000 DMT $\pm 10\%$ in full or part quantity from multiple bidders if the bidders are willing to match the L-1 price discovered through the tender. The offer will be made based on the tender standing.

16. **PARALLEL CONTRACT:**

KIOCL reserves the right to enter into parallel contract for procurement of Iron Ore Concentrate-Hematite during the currency of the contract.

17. **VALIDITY:**

The offer to be kept valid for **30 days** from the date of opening of the techno-commercial tenders. Tenders with inadequate validity will be rejected.

18. **JURISDICTION OF COURTS:**

Since the contract is executed at Bangalore, the courts at Bangalore will have jurisdiction on any dispute for adjudication arising out of the contract/agreement.

If any disputes or differences arising out of the subject contract finalized against the subject tender shall be decided only by the Courts or Tribunals situated in Bangalore city irrespective of place of signing agreement. No suit or other legal proceedings shall be instituted elsewhere.

19. **FORCE MAJEURE:**

The successful bidder will not be liable for the delay in transporting the Iron Ore Concentrate-Hematite for reasons of "Force Majeure" such as acts of God, acts of public enemy, acts of Government, fires, floods, strikes, lockouts etc.

The successful bidder shall within 10 days from the day of resulting such delay, notify to the KIOCL in writing the cause of delay. The KIOCL shall verify and grant such extension of time as the facts may justify.

No price variation shall be allowed during the period of force majeure and penalty would not be levied for this period.

20. **MINING PERMITS:**

The Mining permits, if applicable as per the relevant State policy, is to be applied for material as per the grade specified in the KIOCL specification. Seller is responsible for obtaining mining permits for both seller and buyer. This includes all expenses incurred by the seller in this regard to be to the seller's account. All charges including user fee and application fee, if any, as per the rules of respective State Mining authorities, shall be paid by the tenderer only. At the time of supply, the mining permits, if any, shall be applied by tenderer on behalf of KIOCL. KIOCL shall provide the details of the License code (User id) & password if required at the time of applying mining permits based on a formal request from the successful tender along with an Undertaking as stipulated at Annexure-IV that they shall obtain the Mining permits strictly in conformity with the contracted specification of the Iron Ore Concentrate-Hematite and that in case of any deviation / penalties thereon, the same shall be to the Contractor's account only. The successful tenderer is solely responsible for any grade variation in the mining permit and supplied material and ensure obtaining of the mining permits for the specified grade in the tender.

LETTER OF UNDERTAKING (TO BE SUBMITTED PRIOR TO APPLYING MINING PERMITS)

We., _____ M/s. _____ (Name & Address) _____ do hereby declare that we are aware of Mining rules of (Name of the state of material origin) state Government and central Government. We have paid all royalties, taxes etc. applicable for the grade of material as specified in the Purchase order as per the rules of respective state & Central Government. The supplied material against the Purchase Order ref no. _____ ,dtd. xx/xx/2023 to KIOCL; is after getting

Mining permits and other permissions if any, from respective State Authorities. We have applied for the Mining permits strictly in conformity with the contract specifications and we shall be responsible for deviations, if any, and penalties levied thereon, legal issues, if any, in this connection as per the directives of statutory authorities. We indemnify KIOCL in this regard.

Name & Signature of the Tenderer

Date:

21. **INSURANCE:**

Insurance will be covered by the Purchaser under their Open Inland Transit Policy No. MARINE CARGO OPEN POLICY No.xxxxxxxx dtd DD.MM.2023, valid till DD.MM.2024. Immediately on shipment, the seller shall send message to

A)M/s XXXXXXXXXXXX,

B) M/s KIOCL LIMITED at bpurchase@kioclltd.in furnishing the following details in your message:

Name of the consignee: KIOCL Limited.

Name of the Vessel:

Bill of Lading No. & date:

Description of Cargo and quantity:

CFR value:

Port of shipment and Port of Discharge:

Purchase Order Number and date:

MARINE CARGO OPEN POLICY No.:XXXXX dtd DD.MM.2023.

22. **RISK CONTRACT:**

In the event of the successful bidder not being able to supply Iron Ore Concentrate-Hematite, in compliance with terms and conditions stipulated in the Purchase Order, KIOCL reserves the right to obtain supplies through other sources at the risk and cost of the successful bidder.

23. **FRAUD PREVENTION POLICY OF KIOCL**

Every one may take a note that a "Fraud Prevention Policy" is being followed at KIOCL, which provides a system for prevention detection / reporting of any fraud. It also forbid everyone from involvement in any fraudulent activity and that where any fraudulent activity is suspected by anyone, the

matter must be reported to the 'Nodal Officer' (Chief Vigilance Officer) as soon as he / she comes to know of any fraud or suspected fraud.

24. **TERMINATION OF THE AGREEMENT.**

25.10 If the successful bidder/Company fails or neglects to observe or perform or commits or allows to be committed breach of any of the terms, conditions, provisions or stipulations of the Agreement on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 30 days of notice by specifying such default and requiring such default to be remedied then KIOCL will be entitled to terminate the Agreement.

25.11 KIOCL reserves the right to terminate the Agreement without any liability, in case the successful bidder/Company.

25.11.1 fails to furnish the signed document within the stipulated period (as specified by the successful bidder/Company) after acceptance of the Letter of Award/Intent.

25.11.2 Goes into liquidation.

25. **LAW GOVERNING AGREEMENT:**

The Contract shall be Governed and interpreted in accordance with the laws in India. Any provision required to be included in a Contract of this type by any applicable and valid Law, Ordinance, Rule or Regulation shall be deemed to be incorporated herein.

26. **INTEGRITY PACT:**

All the tenderers shall execute integrity pact agreement as per the enclosed Integrity Pact Agreement (Annexure-8). Details of Independent External Monitor (IEM) are indicated below:

1) Shri. Paul Antony, IAS (Retd.)
No. 70, GCDA Road, Periyar Gardens,
Thottakattukara, Aluva,
Kerala – 683 108.
E-Mail: paulantony@gmail.com

2) Dr. Yatindra Pal Singh, IRSE (Retd.),
C/o Director,
National Institute of Pharmaceutical Education & Research
(NIPER)
Balanagar, Hyderabad-500037
E-Mail: ypsingh1957@yahoo.co.in

27. LEGITAMACY OF SUPPLIES:

The Seller should ensure that Iron Ore Concentrate-Hematite emanates from legitimate sources and approved mines only. As such, no illegitimate or uncertified Iron Ore Concentrate-Hematite is to be supplied. The successful bidder shall comply with all the conditions of Government/ Statutory bodies applicable for the subject work from time to time and shall abide by all prevailing Laws and Rules. The successful bidder shall keep KIOCL Limited indemnified against any Claims/Losses from anybody on this account.

28. GENERAL CONDITIONS OF CONTRACT:

Bidder to confirm acceptance to the General Conditions of Contract for indigenous supplies- KIOCL-P/1. However, the terms and conditions as contained in this tender enquiry shall prevail over General Conditions of Contract wherever applicable and to the extent applicable. (The General Conditions of Contract-KIOCL-P/1 can be down loaded from KIOCL website: www.kioclltd.in).

I/We have read and understood the conditions of the tender as detailed and as a proof of my/ our acceptance of the same without any alterations and modifications I/We affix my/our signatures as follows:

Place:

Date:

ANNEXURE-4

No.....

Date:.....

UN-PRICED BID FORMAT BLANKING THE PRICE PORTION
 (To be submitted along with the Techno-Commercial bid duly signed and seal affixed)

1. Name of the Bidder :
2. QUANTITY : 1,00,000 DMT ± 10% of Iron Ore Concentrate-Hematite

SI	Particulars	Price in INDAIN RUPEES (Rs/- per DMT)	
		In Figures	In Words
1	Supply of Iron Ore Concentrate-Hematite - Hematite as per specification at Annexure-2 on "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, including all taxes & statutory levies as applicable and excluding applicable GST.	X	X This is Un-Priced bid. Do not indicate price.
2	GST HSN /SAC code		
	GST Rate (%)		

Confirmation by the Bidder.

- 1) The price quoted will remain firm throughout the period of the contract (till completion of supplies) with provisions of clause No.10 of Annexure-3 (Price Adjustment: Bonus/Penalty).
- 2) **Please note that quotations on Ex-Mines basis will not be considered.**

ANNEXURE-5

No.....

Date:.....

PRICED BID

PRICED BID FORMAT (To be submitted in a separate sealed cover)

1. Name of the Bidder :
2. QUANTITY : 1,00,000 DMT \pm 10% of Iron Ore Concentrate-Hematite

Sl	Particulars	Price in INDAIN RUPEES (Rs/- per DMT)	
		In Figures	In Words
1	Supply of Iron Ore Concentrate-Hematite as per specification at Annexure-2 on "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, including all taxes & statutory levies as applicable and excluding applicable GST.	Rs.....per DMT	Rupees.....per dry metric tons only.
2	GST HSN /SAC code		
	GST Rate (%)		

Confirmation by the Bidder.

- 1) The price quoted will remain firm throughout the period of the contract (till completion of supplies) with provisions of clause No.10 of Annexure-3 (Price Adjustment: Bonus/Penalty).
- 2) **Please note that quotations on Ex-Mines basis will not be considered.**

ANNEXURE-6

Page 1 of 2

Details of Mines & Facilities of Bidder.

A) In Case the bidder is a mine owner:

NAME OF BIDDER:

	Information to be furnished by the bidder.	Confirmation by the Bidder
1	Name of the Mine owner with complete details of Postal address.	:
2	Complete details of location of the Mines & its distance to KIOCL, Limited, Pellet Plant, Mangalore and address of the mine location.	:
3	Mining Lease No, & Validity.	:
4	Copy of the Mining Lease agreement enclosed.	Yes /No
5	Extent of Mining Deposits.	:
6	Mechanical Crushing & Screening facilities (indicate number of crushers & screens with capacities & output per day in MT).	:
7	Loading arrangements at Mine head (Specify whether by pay loader or conveyor system).	:
8	Loading Capacity (per day basis).	:
9	Monthly Supply Capacity as per the existing facilities (in MT).	:
10	Quantity that can be earmarked to KIOCL per month (in MT).	:
11	IBM Registration number (enclose copy)	
12	Any other information.	Attach sheet

Note: In case mining lease has expired and application for renewal has been filed, the tenderer shall enclose a copy of the renewal application & acknowledgement from the Mines and Geology department.

ANNEXURE-6

Page 2 of 2

Details of Mines & Facilities of Bidder.

B) In Case the bidder is a Trader or stockist:

NAME OF BIDDER:

	Information to be furnished by the bidder.	Confirmation by the Bidder
1	Name(s) of the Mines with complete details of Postal address (es), from where the Iron Ore Concentrate-Hematite will be sourced.	:
2	Distance of the Mines location(s)/ Stack Yard from KIOCL, Limited, Pellet Plant, Mangalore.	:
3	Extent of Mining Deposits (to be furnished mine wise).	:
4	Loading arrangements (Specify whether by pay loader or conveyor system).	:
5	Loading Capacity (per day basis).	:
6	Monthly Supply Capacity as per the existing facilities (in MT).	:
7	Quantity that can be earmarked to KIOCL per month (in MT).	:
8	IBM Registration number (enclose copy)	
9	Any other information.	Attach sheet

ANNEXURE –7

Business Rules and Terms & Conditions of online bidding cum Reverse Auction

Tender No. **KIOCL/MTLS/IOC-INDI/23-24/10 dated 27/02/2024**

Material Bid : Supply of Iron Ore Concentrate-Hematite

KIOCL NAME	KIOCL LIMITED, (Formerly M/s KUDREMU KH IRON ORE COMPANY LIMITED) PURCHASE DEPARTMENT, Bangalore – 560 034.
Auction conducted by	KIOCL Authorized Service Provider M/s. I-Sourcing Technologies Pvt. Ltd Devendra Raj Purohit i-Sourcing Technologies Pvt. Ltd. Email : devendra@procure247.com Cell : +91 6354910207 Website: www.Tender247.com & www.procure247.com
DATE OF AUCTION	Online Price Bid cum Reverse Auction Date: Dynamic Sealed Bid Time: Reverse Auction Time: (will be specified at later) (** Auto extension as applicable)
DOCUMENTS ATTACHED	Business rule for Reverse auction [Annexure-7(A)] Terms & conditions of Reverse auction [Annexure-7(B)] Process Compliance Statement [Annexure-7(C)] Price Confirmation [Annexure-7(D)] Contact Information

Note:

The bidders are requested to note that they should have a valid digital Certificate issued by any of the valid certifying authorities to participate in the online bidding or as specified by KIOCL'S authorized service provider. Those vendors who are not in possession of a valid digital certificate are requested to apply for the same well in advance to avoid any last-minute hassles. The bidders may contact the service provider/KIOCL if they are not in possession of a valid digital certificate

ANNEXURE – 7(A)

BUSINESS RULES FOR ONLINE BIDDING CUM e-REVERSE AUCTION

GENERAL TERMS AND CONDITIONS

1. Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, KIOCL Limited, hereinafter referred to as KIOCL, may resort to "REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING CUM e-REVERSE AUCTION on INTERNET.
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
3. KIOCL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. Business rules like event date, time, bid decrement etc. also will be communicated through service provider.
5. Vendors have to fax the process compliance form in the prescribed format provide by KIOCL, before start of online bidding cum e-Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. Online bidding cum e-Reverse auction will be conducted on schedule date & time.
7. At the end of reverse auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in offered price in the prescribed format as provided on case-to-case basis to KIOCL through service provider within 24 hours of action without fail.

BUSINESS RULE FOR FINALIZATION OF THE PROCUREMENT:

KIOCL shall finalize the procurement of the item against this Tender through reverse auction mode. KIOCL has made arrangement with KIOCL Authorized Service Provider who shall be KIOCL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Techno-Commercial Bid.

- 1) Computerized Online bidding cum e-reverse auction shall be conducted by KIOCL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to KIOCL Authorized Service Provider. Furnishing the price, the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the

Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either KIOCL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither KIOCL nor KIOCL Authorized Service Provider is responsible for such eventualities.

- 2) KIOCL Authorized Service Provider shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the online bidding cum e-reverse auction to be adopted along with tender. You are required to give your compliance on it before start of bid process.
- 3) UNIT OF MEASUREMENT : DMT
BIDDING CURRENCY : Indian Rupees.
BID PRICE : on the "Total Delivered Cost" at KIOCL Limited, Pellet Plant, Mangalore Stock Yard basis, including all taxes & statutory levies as applicable, freight charges, Unloading and Stacking Charges, including all taxes & statutory levies as applicable and excluding applicable GST.
- 4) The technical & commercial terms are as per KIOCL Tender No. KIOCL/MTLS/IOC-INDI/23-24/10 dated 27.02.2024
- 5) VALIDITY OF BIDS: The Bid price shall be firm specified in the tender document and shall not be subjected any change whatsoever.
- 6) **The detailed process for online bidding cum e-reverse auction is explained below:**

The online bidding cum e-reverse auction event will be conducted in three stages: -

STAGE -I: Online Bidding

At scheduled time, the screen for On-line bidding will be launched wherein the techno-commercially qualified bidders will be allowed to submit their price through online.

The bidders would be required to quote price only on the basis of price terms indicated in their sealed price bid submitted along with techno-commercial bid.

STAGE –II: Start Bid Price for e- Reverse auction

After the expiry of the time for submission of Online bidding, the lowest Price will be frozen by the system as the Start Bid Price (SBP) for Stage – III online bidding.

Stage – III: e-Reverse Auction

- a. In Stage III, computer screen will display Start Bid Price, and which shall be visible to the all vendors participated in the initial online bidding. You will be required to start bidding after announcement of Start Bid Price and **decrement** amount. Also, please note that the start price of an item in e-reverse auction is open to all the participating bidders. Any bidder can start bidding, in the e-reverse auction, from the start bid price itself. If the start bid price is your own price, you still need to bid in the e- reverse auction. Also, please note that the first online bid that comes in the system during the e-reverse auction should be lesser than the auction's start bid price by **one decrement** or should be lesser than the auction's start bid price by **multiples of decrement** and so on.

Those vendors who have participated in the Stage –I Online Bidding will only be eligible to participate in the subsequent e-Reverse Auction.

- b. Stage –I online bidding will be for 30 minutes and Online e-Reverse (no ties) Auction shall be for a period of one hour. If a bidder places a bid in the last 10 minutes of closing of the e-Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for 10 minutes, for the particular Event/Lot. **Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted.** If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of e-Reverse Auction, the auction shall get

closed automatically without any extension. However, the bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

- c. The weightage factor (multiplication factor), **bid decrement** amount shall be specified by KIOCL before start of online bidding. The bidder can bid lower than the start bid price in e-reverse auction by a **bid decrement or multiple of Bid decrement**.
- d. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during Stage –I online bidding. Only for price evaluation & Comparison of bids purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However, while ordering these commercial loadings will not be considered.
- e. Bidder will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
 - i). Leading Bid in the Auction (only total price)
 - ii). Bid Placed by you
 - iii). Your Own Rank
 - iv). Start Bid Price & Bid Decrement value.
- f. After the completion of e- Reverse (no ties), the Closing Price (CP) shall be available.
- g. At the end of the e-Reverse Auction, Service Provider will evaluate all the bids (final price) submitted and final price comparative statement will be forwarded to KIOCL for further processing.
- h. The bidders who have participated in the event, shall be required to submit the final prices, quoted during the e-Reverse (no ties) in Annexure 7(D) Format after the completion of Auction to Service Provider / KIOCL duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
- i. Final price received from bidder will be taken as an offer to supply as per terms and conditions of tender document. Bids once made by the bidders, cannot be cancelled / withdrawn.
- j. During the Online bidding cum e-reverse auction, if no bid is received in the auction system/website within the specified time duration, then KIOCL, at its discretion, may scrap the online price bidding cum e-reverse auction process and open only sealed price bids of all technically and commercially acceptable bidders submitted earlier along with techno-commercial bids.

- k. KIOCL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.

KIOCL's decision on award of Contract shall be final and binding on all the Bidders. KIOCL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason. KIOCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

Bidders are required to submit their acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.

ANNEXURE-7(B)

TERMS & CONDITIONS OF ONLINE BIDDING CUM e-REVERSE AUCTION

- 1) LOGIN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by KIOCL Authorized Service Provider. The Bidders are requested to change the Password after the receipt of initial Password from KIOCL Authorized Service Provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 2) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work the as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, KIOCL and / or KIOCL Authorized Service Provider shall take action as appropriate.
- 3) LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
- 4) AUCTION TYPE: 1). English Reverse No Ties
- 5) DURATION OF AUCTION: The duration of Reverse Auction will be for one hour. If a bidder places a bid in the last 10 minutes of closing of the e-Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for 10 minutes, for the particular Event/Lot. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension. However, the bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
- 6) **BID DECREMENT**: The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. **The bidder can bid lower than the Lowest Bid in the auction by a decrement or multiple of the Bid decrement.**
- 7) VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - Your rank

- 8) **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.
- The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.
- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.
- This feature can be used only once during a particular Reverse Auction and only after the L1 rate is equal to or less than the minimum bid amount that the bidder has put in the system will he get the option to manually bid for the same. In no case during the bidding till the L1 rate or less is not reached as equivalent to the minimum bid amount offered by the bidder, will the bidder get the option to manually bid for the same.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auction website (<https://kioclltd.in.>) using the Login IDs and passwords given to them.

OTHER TERMS & CONDITIONS:

- 1) The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- 2) The Bidder shall not divulge either his Bids or any other exclusive details of KIOCL to any other party.
- 3) KIOCL's decision on award of Contract shall be final and binding on all the Bidders.
- 4) KIOCL along with KIOCL Authorized Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by KIOCL and / or KIOCL Authorized Service Provider, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- 5) KIOCL Authorized Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

6) KIOCL Authorized Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. KIOCL Authorized Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Note:

All the Bidders are required to submit the Process Compliance Form duly signed to KIOCL Authorized Service Provider before start of online bidding cum e-reverse auction. After the receipt of the Process Compliance form, our authorized service provider will provide the modalities to conduct online bidding cum e-reverse auction and Log in ID & Password.

ANNEXURE – 7(C)

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before Faxing)

To
KIOCL Authorized Service Provider

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Purchase Enquiry No. KIOCL/MTLS/IOC-INDI/23-24/10 dated 27.02.2024 for supply of Iron Ore Concentrate-Hematite

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding cum e-Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have a valid digital certificate which will be valid for the subject tender whenever we sign on the bid submission or as specified by KIOCL's authorized service provider.
- 4) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 5) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure- 7(D) & the price bid format in the tender document.
- 6) We, hereby confirm that we will honour the Bids placed by us during the auction process.
- 7) We hereby confirm that we have neither informed nor mentioned any price in this form and also not attached any price bid along with this process compliance form.

With regards
Signature with company seal
Name –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –

CONTACT INFORMATION

KIOCL AUTHORIZED SERVICE PROVIDER	M/s. KIOCL Limited, Bangalore
KIOCL Authorized Service Provider Contact Person: Mobile: E mail:	M/s. KIOCL Limited, (Formerly Kudremukh Iron Ore Company Ltd. II Block, Koramangala, Bangalore – 560 034. Tel: 080 – 2553 1461 (10 Lines) Extn: 401 Fax: 080 – 25630984 25532153 Mr. S Raghuramulu Mobile :9448291121 Govinda B Mobile:8951972591 Email: bpurchase@kioclltd.in

VERY IMPORTANT NOTE

- 1) Please note that the details of the Service Provider will be intimated well in advance to the qualified bidders before conduct of the Reverse e-Auction if KIOCL goes ahead with the conduct of the Reverse Auction.
- 2) KIOCL reserves the right to conduct the Reverse e-Auction at its discretion. KIOCL may or may not conduct the Reverse Auction and in case KIOCL chooses not to conduct Reverse Auction, Bids will be evaluated based on the Price quoted in the conventional mode of Bidding, i.e. Price bid submitted in the Hard Copy of the Sealed Cover as per Annexure-4.
- 3) The Business Rules stipulated above are subject to changes based on the selection of KIOCL appointed Service Provider. The changes/modifications/addendums to the Business Rules will be intimated well in advance to the qualified bidders.

ANNEXURE-8**INTEGRITY PACT PROGRAMME****INTRODUCTION:**

KIOCL Limited (KIOCL) is a Central Govt. Public Sector Undertaking engaged in Mining of Iron Ore and Manufacturing Pellets and marketing it in India and abroad. KIOCL Limited enjoys Mini Rathna status among the Central Govt. Public Sector undertakings, and conducts its business in highest ethical standards, fully adhering to CVC guidelines and exemplary industry practices.

KIOCL Limited does its business with a number of domestic and international buyers, contractors and vendors of goods and services. It is committed to fostering ethical and corruption free business environment, and values its relationships with all counterparts and deals with them in fair and transparent manner.

In order to achieve and strengthen these goals, KIOCL Limited is implementing the Integrity Pact Program in Co-Operation with Central Vigilance Commission (CVC) and Transparency International India (TII). As part of this initiative KIOCL Limited will, in consultation with CVC and TII, appoint Independent External Monitors who will help KIOCL Limited monitor and implement the Integrity Pact Program.

Following are the details of KIOCL's Integrity Pact Program:

- Commitments and Obligation of KIOCL Limited
- Commitments and Obligations of counterparties
- Violation and Consequences
- Independent Monitor
- Implementation and Guidelines
- Periodic Review and Evaluation

COMMITMENTS AND OBLIGATION OF KIOCL LIMITED.

- (a) KIOCL Limited is committed to have ethical and corruption free business dealings with counterparties.
- (b) KIOCL Limited values its relationship with all counterparties and will deal with them in a fair and transparent manner.
- (c) KIOCL Limited and /or its Associates (Employees, Agents, Consultants, and Advisors etc) will not seek or take bribes/undue benefits directly or indirectly for themselves or for third parties.
- (d) KIOCL Limited will honor its commitments and make due payments to counterparties in time subject to fulfilling contractual obligations.
- (e) KIOCL Limited will initiate punitive and corrective action, and pursue it vigorously whenever corruption or unethical behavior occurs.

COMMITMENTS AND OBLIGATIONS OF THE COUNTERPARTY.

- (a) The counterparty, directly or indirectly (through Agents/ Consultants/advisors etc), will not pay any bribes or offer or imply any form of illegal benefit to anyone to gain undue advantage in dealing with KIOCL Limited.
- (b) The counterparty will not engage in collusion, price fixing, cartelization, etc.,with other counterparts.
- (c) The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by KIOCL Limited.
- (d) The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- (e) The counterparty will inform the Independent External Monitor
- (f) The counterparty will not make any false or misleading allegations against KIOCL Limited or its Associates.

VIOLATIONS & CONSEQUENCES:

- (a) If a counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process (from the date of publication of tender to the date of award of work), he/she shall be liable for forfeiture of EMD /Bid Security submitted, without prejudice to other action that may be taken against it.
- (b) In case of violation of the Integrity Pact whereby after award of the contract, KIOCL Limited terminates or is entitled to terminate the contract. KIOCL Limited shall be entitled to demand and recover from the counterparty liquidated damages equivalent to 10 percent of the contract value, or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- (c) KIOCL Limited may ban and exclude the counterparty from future dealings until the Independent External Monitors is satisfied that the counterparty will not commit any future violation.
- (d) KIOCL Limited may initiate criminal proceedings against the violating counterparty.
- (e) The counterparty will be liable to pay damages as determined by the Independent External Monitor.

INDEPENDENT EXTERNAL MONITOR (IEM)

- (a) CMD, KIOCL Limited is the authority to appoint Independent External Monitor(s) (IEM) to oversee Integrity Pact Program implementation and effectiveness. The process for their appointment shall be similar to Outside Expert Committee (OEC). For this purpose, a panel of Independent External Monitors may be constituted by KIOCL Limited in consultation with CVC, with whose clearance they will be appointed. It will be voluntary, non-salaried position of 3-year term. IEM will have status/benefits similar to those of

Chairman of Audit Committee of Board/ status of the Directors of KIOCL Limited.

- (b) In order to ensure their impartiality, they would not be drawn from KIOCL Limited back ground.
- (c) The IEM will be people of impeccable Integrity conversant with KIOCL's business, and experienced in commercial activities.
- (d) It will be voluntary, non-salaried position of 3 year term. IEM will have status/benefits similar to those of Chairman of Audit Committee of Board/status of the Directors of KIOCL Limited.
- (e) The major goal of IEM will be to oversee the implementation of Integrity Pact program to prevent corruption, bribes, and any other unethical practices in the KIOCL Limited.
- (f) The IEM will not have administrative or enforcement responsibilities. He will coordinate his efforts with either anti-corruption institution such as CVC. He may engage services of outside agencies such as accounting firms, law firms etc., at KIOCL's expense, if required, in discharge of his responsibilities, with prior consent of KIOCL Limited.
- (g) The IEM will have access to all Officers and internal records of the KIOCL Limited. He will also have access to counterparties records and information regarding its dealing with KIOCL Limited.
- (h) The IEM will have the right to attend any meetings between KIOCL Limited and the counterparties.
- (i) If IEM observes or suspect an irregularity, he will inform the CMD of KIOCL Limited and Chairman of Audit Committee of its Board of Directors. Once the IEM is satisfied that an irregularity has taken place, he may inform the Board of KIOCL Limited.
- (j) The IEM can be removed from his Office for appropriate reasons by KIOCL Limited only by an open and transparent process and such decision will have to be ratified by the Board of KIOCL Limited.

IMPLEMENTATION GUIDELINES

To implement the Integrity Pact Program the following general guidelines will govern the same:

- (a) To select and appoint IEM in consultation with CVC
- (b) To get commitment from all Senior Level Executives/Officials of KIOCL Limited to implement the program, so that any resistance to acceptance of Integrity Pact Program is minimized.
- (c) To develop detailed implementation plan and finalize the Integrity Pact document in consultation with the IEM.
- (d) To notify all Senior Staff Members, Board of Directors, any other oversight body of the Organization and major suppliers of KIOCL's plan to implement the Integrity Pact Program, which is to be included in KIOCL's web site and disclosed to the media.

PERIODIC REVIEW & EVALUATION

KIOCL Limited will periodically review the effectiveness of Integrity Pact Program by the following procedure:

- (a) The IEM and senior leadership of KIOCL Limited will make an bi-annual self-assessment of Integrity Pact Program effectiveness and identify areas to improve.
- (b) The IEM will submit an annual report on the progress/effectiveness of Integrity Pact Program to the KIOCL Limited Board of Directors.
- (c) KIOCL Limited may conduct an annual 360 degree review (by an outside agency) with senior Executives, Junior Executives, suppliers and competitors of effectiveness of Integrity Pact Program in reducing corruption.
- (d) KIOCL Limited will arrange regular meet with TII and / or CVC on an annual basis to review the effectiveness of program.
- (e) For any amendments or changes in the clauses, consistent with the overall spirit of Integrity Pact, the CMD will be competent to approve the same and need not revert back to the Board.

INTIGRITY PACT

Between

KIOCL Limited hereinafter referred to as "**The Principal**",
and

..... hereinafter referred to as "**The Bidder / Contractor**"
Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

a) **Section 1- Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

b) **Section 2- Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other person or

firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he /she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

c) **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors.

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

d)

e)

Section 7 – Criminal charges against violation Bidder(s) / Contractor(s) / Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

f)

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties

and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the CMD, KIOCL Limited.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In Case of any conflict of interest arising at a later date, the IEM shall inform CMD, KIOCL Limited and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the CMD, KIOCL Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the CMD, KIOCL Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, KIOCL Limited has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

g) **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of KIOCL Limited.

h) **Section 10 – Other Provisions**

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

 (For & on behalf of the Principal)

 (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE-9**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

1. In consideration of the KIOCL Limited, II Block, Koramangala, Bengaluru – 560034 (hereinafter called 'the Company') having agreed to exempt.....(Name and address of the supplier(s)/Contactor(s) [hereinafter called 'the said Supplier (s)' / Contractor(s)'] from the demand, under the terms and conditions of an Agreement / Purchase Order/ Letter of Intent No..... dated....., made between(Name and address of the Company: KIOCL Ltd, II Block, Koramangala, Bengaluru-560034 and(Name and address of the supplier(s)/Contactor(s)) for(Details about the Contract)..... (hereinafter called 'the said Contract'), of security deposit for the due fulfilment by the said Supplier(s) / Contractor(s) of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for ₹/Foreign Currency(Value of the Security Deposit in figures and words)..... (Rupees/Foreign Currencyonly),

We, [(indicate the name and address of the Bank) (hereinafter referred to as 'the Bank')] having Registered / Head office at at the request of.....(Name and address of the supplier(s)/Contactor(s) [Supplier(s) / Contractor(s)] do hereby undertake to pay to the Company an amount not exceeding ₹ / Foreign Currency(Value of the Security Deposit in figures and words)..... (Rupees/ Foreign Currencyonly) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Supplier(s)/ Contractor(s) of any of the terms or conditions contained in the said Contract.

2. We..... (indicate the name of the Bank), do hereby unconditionally and irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Supplier(s) / Contractor(s) of any of the terms or conditions contained in the said Contract or by reason of the Supplier(s) / Contractor(s) failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ / Foreign Currency(Value of

the Security Deposit in figures and words).....(Rupees/ Foreign Currency only).

3. We undertake to pay to the Company the amount so demanded notwithstanding any dispute or disputes raised by the Supplier(s)/ Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder and the Supplier(s)/ Contractor(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period fromto....., that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Supplier(s) / Contractor(s) and accordingly discharges this Guarantee.

Unless a demand or claim under this Guarantee is made on us in writing on or before(90 days from the date of expiry of the Bank Guarantee) , we shall be discharged from all liability under this Guarantee thereafter.

5. We..... (indicate the name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Supplier(s)/ Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Supplier(s)/Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s)/Contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier(s)/Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Contractor(s).

7. In order to give full effect to the Guarantee herein contained, the Company shall be entitled to act as if we were its principal debtors in respect of all its claims against the Supplier(s)/ Contractor(s) hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Further, we hereby certify that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us.

9. We..... (indicate the name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing.

Dated theday of(month & year)

for

(Bank Name and Address)

Place of Issue

Bank Phone No.

Bank Fax No.

Bank E-MAIL ID.

.....

i) IMPORTANT NOTE

The following Points should be taken care of while submitting the Bank Guarantee:-

- a) The Bank Guarantee should be strictly as per the Proforma of Bank Guarantee.
- b) Bank Guarantee should be submitted on non-judicial stamp paper having a minimum stamp value of Rs. 200/- or the value prevailing in the State where executed whichever is higher.
- c) Stamp papers must be purchased from registered stamp vendor and it should be purchased in the name of the Bank (who will execute the Bank Guarantee) and not in the name of the Bidder. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.
- d) The Bank Guarantee should be from any of the Nationalised Bank or Scheduled Banks in India only. Bank Guarantee issued by Co-operative Banks and Gramin Banks will not be accepted.
- e) BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. If any correction is made on the guarantee the same should be endorsed by the Bank with its official seal.
- f) The Bank Guarantee should be valid for a period as specified in the KIOCL's Work Order/ Tender Document.

ANNEXURE-10

PARTICULARS FOR PAYMENT THROUGH RTGS / E- PAYMENT MODE.

NAME OF THE PARTY :

NAME OF THE BANK :

NAME OF THE BRANCH :

CITY :

ACCOUNT NUMBER :

ACCOUNT TYPE :

IFS CODE OF THE BANK BRANCH :

NAME, DESIGNATION & SIGNATURE OF THE AUTHORISED REPRESENTATIVE OF THE BIDDER:

ANNEXURE-11

**KIOCL RTGS DETAILS FOR MAKING PAYMENT OF
EMD/TENDER DOCUMENT FEE/PROCESSING FEE.**

KIOCL LIMITED

Koramangala, Bangalore-560034

M/s. KIOCL Limited

Union Bank of India, Kormangala Branch,

Branch Code: IFSC CODE: UBIN 0551546

ACCOUNT NUMBER: 515401010022015

ANNEXURE-12

KIOCL FORMAT FOR COMPANY PROFILE.

1. Name of the Company with full address including, city, country, Postal code, fax / e-mail.
2. Company Registration number:
3. Registered Address: If other than one already provided.
4. Name of the Partners/ Directors.
5. Bidder Type: India/ Foreign
6. Company's Establishment year:
7. Company's Nature of Business:
8. Company's legal status such as limited company, undertaking/partnership firm/Joint Venture/others.
9. Company category: Micro Unit as per MSME/Small Units as per MSME/Medium Unit as per MSME/ Ancillary Unit as per MSME/Project affected person of this company/Small Scale Industry (SSI)/others.
10. Contact person details:
 - 10.1 Name:
 - 10.2 DOB:
 - 10.3 Designation:
 - 10.4 Contact e-mail:
 - 10.5 Phone and mobile Nos:
11. Area of operation: Overseas / India.
12. Type of business: Mine Owner/ Trader /Stockist.
13. Details of specific experience in the field of iron ore mining and supply to other customers.
14. IBM Registration No. (Copy to be enclosed).
15. PAN No. (Copy to be enclosed).
16. Goods & service Tax (GST) details of the bidding firm:
(Copy to be enclosed.)
17. Any other additional information.

ANNEXURE-13

TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIAL ON THE

1. DISCHARGE PORT DETAILS

Discharge Port : New Mangalore Port, India.
Discharge Rate : 16,000 MT PWWD SHINC BASIS.
Draft Available : Up To 12.5 Meters.

2. OTHER DETAILS FOR NOMINATION OF THE VESSEL:

2.1 Shipment shall be done in a seaworthy vessel classified as 100 A1 by LLOYDS or equivalent classification society and approved by General Insurance Corporation of India. The Shipment shall be made on geared vessel. The vessel should hold a valid gear certificate in accordance with the international dock safety convention, covering the duration of the voyage and same shall have been tested and in good working condition. Vessel nominated should have its own hydraulic cranes fitted with grabs.

2.2 All Cargo related charges shall be payable by the Successful Bidder/ vessel owner to New Mangalore port. All vessel related charges such as port dues, pilotages, berth hire charges, watchman charges, custom duties and other taxes, assessments and charges etc, which are customarily payable on or with respect to the vessel at discharge port are payable by the Successful Bidder/ vessel owner.