

<p>ಕೆಐಒಸಿಎಲ್ 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- ೨೫೫೩೨೧೫೩/೨೫೬೩೦೯೮೪ ವೆಬ್ ಸೈಟ್ : www.kioclltd.in</p>	<p>केअइओसीएल लिमिटेड (भारत सरकार का एक उद्यम) II ब्लॉक कोरामंगला, सरजापुर रोड बैंगलूर-560 034</p> <p>क्रय विभाग</p> <p>टेलिफोन: ०८०- २५५३१४६१ - ७० ईमेल: bpurchase@kioclltd.com फैक्स: ०८०-२५५३२१५३/२५६३०९८४ वेबसाइट: www.kioclltd.in</p>	<p>KIOCL LIMITED (A Government of India Enterprise) II Block, Koaramangala, Sarjapura Road Bangalore – 560 034</p> <p><u>PURCHASE</u> <u>DEPARTMENT</u></p> <p>Telephone: 080 – 25531461 to 70 Email: bpurchase@kioclltd.com Fax: 080 - 25532153/25630984 Website: www.kioclltd.in</p>	 <p>KUDREMUKH ಐಎಸ್ಒ 9001, 14001 ಮತ್ತು ಓಹೆಸ್ಎಸ್ಎಸ್ 18001 ಸಂಸ್ಥೆ ಅಝಿ ಎಸ್ ಆಂ 9001, 14001 ತಥಾ ಆರ್ಇಎಸ್ಎಸ್ಎಸ್ 18001 ಕಂಪನಿ ISO 9001, 14001 & OHSAS 18001 COMPANY</p>
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NOTICE INVITING TENDER (E-PROCUREMENT MODE ONLY)

KIOCL Limited invites online bids (SRM e-tender) from registered agencies on KIOCL e-tendering website

<https://sap.kioclltd.in:44302/irj/portal>

for the supply of Iron Ore Concentrate-Hematite from Offshore sources for use in Pellet Plant at Panambur, Mangalore, India.

<p>No. KIOCL/MTLS/IOC-HEM(Off-Shore)/24-25/03 Date: 15/11/2024</p>	<p>DUE ON: 12/12/2024 AT 14:00 Hrs.</p>
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For any queries, please contact the following officers:

Mr.C Sivakumar
General Manager (Materials)
Mobile: +91 9980699556
Email: bpurchase@kioclltd.in

Mr.Govinda B
Senior Manager (Purchase)
Mobile: +91 8951972591
Email: bpurchase@kioclltd.in

Subsequent amendments, if any, shall be posted only on the <https://sap.kioclltd.in:44302/irj/portal>, the KIOCL Company website i.e., www.kioclltd.in, and CPP Portal hence Bidders are advised to visit the above websites regularly.

Online bids are invited from reputed Iron ore Suppliers, i.e., Mine Owners/Traders/Stockists for supply of 2,50,000 DMT (+10%) Iron Ore Concentrate-Hematite to KIOCL Limited, Pellet Plant Unit at Panamburu on CIF NMPA basis as per the details given here under.

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

1. Submission of Tender Document(s) for supply of Iron Ore Concentrate - Hematite :

Bidder shall submit the Bid complete in all respects conforming to indicative Specification, Commercial Terms & Conditions, and General Conditions for Offshore Supply [KIOCL-P/2](#) .

2. Techno Commercial Tender comprising of

- (a) Checklist for submission of bid: Annexure - 1
- (b) Indicative specification of Iron Ore Concentrate-Hematite: Annexure-2
- (c) Purchaser's Commercial Terms & Conditions including General Conditions for Off-Shore Supply KIOCL - P/2 : Annexure-3
- (d) Copy of the Un- Priced Bid without indicating Price: Annexure- 4
- (e) Business Rule for e-reverse auction: Annexure-5
- (f) Integrity Pact between KIOCL and the Bidder: Annexure-6
- (g) KIOCL format for Company Profile: Annexure-7
- (h) Terms & conditions for delivery of material on CIF, NMPA, basis : Annexure-8

The above annexures duly signed and seal affixed on all the pages as an indication of acceptance by the bidder are to be submitted electronically as part of a techno-commercial bid.

3. TENDER OPENING:

Techno-Commercial Bid opening:

Techno-Commercial bids submitted as above will be opened electronically at **3 PM(IST) on 12/12/2024.**

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

4. FORMATS AND SIGNING OF BIDS:

All the bid documents 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 to them.

- 5.** 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 submit along with techno-commercial offer.

6. SPECIAL NOTE

- 6.1 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 and the acceptance of such deviations from the tender terms is at KIOCL's discretion.
- 6.2 The bidder should read and understand clearly the tender terms, and general and special conditions before submission of documents and submission of bid.
- 6.3 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 the conduct or outcome of the bidding process.
- 6.4 The bids cannot be withdrawn after the tender closing time.
- 6.5 If, on the 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.

Thanking you,

Yours faithfully,
for KOCL Limited,

(C Sivakumar)
GM (Materials)
Phone: +91 9980699556
Fax: (080)-25532153
E-mail: bpurchase@kioclltd.in

Enclosures:

- (a) Checklist for submission of bid: Annexure - 1
- (b) Indicative specification of Iron Ore Concentrate-Hematite: Annexure-2
- (c) Purchaser's Commercial Terms & Conditions including General Conditions for Offshore Supply KIOCL - P/2: Annexure-3
- (d) Copy of the Un- Priced Bid without indicating Price: Annexure- 4
- (e) Business Rule for e-reverse auction: Annexure-5
- (f) Integrity Pact between KIOCL and the Bidder: Annexure-6
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Note: The format for the Integrity Pact Agreement can be downloaded through the link : <https://kioclltd.in/assets/uploads/18-integrity-pact-revised-dec-2019-2-.pdf>

ANNEXURE-1

CHECK LIST FOR SUBMISSION OF BID.

1	Confirmation of Acceptance of Iron Ore Concentrate – Hematite specification as per Annexure-2.	Acceptance Indicated Yes/ No
2	Confirmation to acceptance to Purchaser's Commercial Terms & Conditions including General Conditions for Off-Shore Supply, KIOCL- P/2-Annexure-3.	Acceptance Indicated Yes/ No
3	Un-priced Bid (without price) enclosed with Techno-Commercial Bid (Annexure 4).	Acceptance Indicated Yes/ No
4	Confirmation to acceptance to KIOCL's Business rules for e- reverse auction as per Annexure-5.	Acceptance Indicated Yes/ No
5	Confirmation of acceptance of Integrity Pact Agreement (Annexure-6).	Signed Copy attached Yes/ No
6	Confirmation to acceptance to furnish Country of Origin of Iron Ore Concentrate-Hematite as per tender.	Acceptance Indicated Yes/ No
7	Confirmation to acceptance to KIOCL format for Company Profile as per Annexure-7.	Details furnished Yes/ No
8	Confirmation to acceptance to terms & conditions for delivery of material on CIF, New Mangalore Port, India basis, as per Annexure-8.	Acceptance Indicated Yes/ No

Note: Duly filled in check list to be submitted along with Techno-Commercial offer.

ANNEXURE-2

SPECIFICATIONS OF IRON ORE CONCENTRATE- HEMATITE

1. Chemical:

CONSTITUENT	Guaranteed Specification	Limiting value (%)
Fe	64.50 % min	64.50
ALUMINA (Al ₂ O ₃)	1.50 % max	Up to 2.00
SILICA (SiO ₂)	3.50 % max	Up to 4.00
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)	1.50 % max	Up to 2.00
MOISTURE	9 – 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.11 of Annexure-3.

Confirmation by Bidder

We hereby agree to supply Iron Ore Concentrate–Hematite of above specification.

ANNEXURE-3

COMMERCIAL TERMS AND CONDITIONS FOR SUPPLY OF IRON ORE CONCENTRATE-HAEMATITE

- 1. MATERIAL:** IRON ORE CONCENTRATE-HEMATITE.
- 2. QUANTITY:** 2,50,000 DMT (+10%), without transshipment. The Concentrate should be supplied in geared vessels with a parcel size of each shipment of 50,000 DMT ($\pm 10\%$)

- 3. PRICE:**

- 3.1. For the tender for supply of Iron Ore Concentrate-Hematite, Bidders are requested to submit their Quotations in United States Dollars (US\$) currencies only on "CIF New Mangalore Port Authority, India", inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India, basis.
- 3.2. The price quoted by the Bidder shall be firm during the Bidder's performance of the contract and shall not be subject to any escalation/variation on any account. Bid submitted with an adjustable/conditional Price Quotation will be treated as non-responsive and rejected.

- 4. TAXES AND DUTIES:**

The Seller shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside the Buyer's country. All other taxes are the responsibility of the buyer.

KIOCL being a 100% Export Oriented Unit (EOU) is exempted from payment of Basic Custom Duty. In this regard procurement certificate will be issued. However, IGST, as applicable, will be paid by KIOCL. Please do not load Basic Custom Duty and IGST in the offered prices.

- 5. EXPORT LICENCE FOR SUPPLY OF IRON ORE CONCENTRATE-HEMATITE:**

It shall be the responsibility of the Seller to obtain the requisite export License and comply with other relevant laws of his country to export the Material and he shall keep the Buyer indemnified for any losses which may accrue the Buyer because of any defect therein.

- 6. LANGUAGE OF BID:**

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be in English Language only.

7. PAYING AUTHORITY:

CGM (F), KIOCL Limited, II Block, Koramangala, Bangalore-560 034 and/or his authorized representative.

8. CONSIGNEE:

DGM (Stores) KIOCL Limited, Pellet Plant, Mangalore - 575 010 and/or his authorized representative.

9. DELIVERY/ TIME PERIOD FOR THE CONTRACT:

9.1. 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. The ordered quantity shall have to be delivered in maximum period of 60 days from the date of issue of the purchase order or as per mutually agreed period. Depending on the Buyer's Plant requirement, the Buyer may seek change in rate of supplies.

9.2. For any delay in clearance at the port of destination i.e., New Mangalore Port Authority, Mangalore, India, on account of non-supply of shipping documents in time and / or due to submission of faulty documents or for any other reason not attributable to the Buyer, the Seller would be solely responsible for any demurrage, port rents etc.

10. PAYMENT:

10.1. KIOCL will open an irrevocable Letter of Credit for 100% value of the shipment on "CIF New Mangalore Port Authority, India", basis, in favor of the beneficiary. The cost of opening the Letter of credit will be borne by KIOCL as buyer of Iron Ore Concentrate-Hematite. All Bank charges outside India to the account of the Beneficiary of the LC.

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

10.2. 100% will be released against submission of the following original documents through our Bankers:

- 10.2.1. Negotiable Bills of Lading (Charter Party Bill of Lading acceptable)
- 10.2.2. Final Signed Commercial Invoice in Originals.
- 10.2.3. Load Port Draft Survey Report of third part surveyor.
- 10.2.4. Load Port Quality report of third-party Assayer
- 10.2.5. Certificate of Origin by Chamber of Commerce and Industry of the country of Export. Certificate of Origin provided to the Buyer outside the LC is acceptable.
- 10.2.6. Proof of shipment- copy of Seller's e- mail advice of shipment to the Buyer.

10.3. Quality and Quantity as at Clause.12 and Clause.13 and Price Adjustment: Bonus/Penalty as per Clause 11 below may please be read with while considering this payment clause.

11. PRICE ADJUSTMENT: BONUS/ PENALTY:

11.1. BONUS: For each one percent increase in the Fe content above 64.50, the quoted price shall be increased by US\$ X Per DMT (USD X only Per DMT) fraction pro rata.

11.2. The value of “X” will be calculated based on the Price Quoted in US\$ per DMT for Fe content of 64.50% divided by 64.50, i.e. (Quoted Rate for Fe 64.50%) ÷ (64.50).

The Seller shall ensure that the Iron Ore Concentrate-Hematite supplied shall have Fe content of minimum 64.50%. The material will be rejected if the Fe content is below 64.50%.

11.3. For one percent increase in the Iron Ore Concentrate-Hematite supplied with Al₂O₃, above 1.50%, the quoted price shall be decreased by US\$ 8.10 Per DMT (USD Eight and Cents Ten only Per DMT) fraction pro rata up to limiting value of 2.00%. The material will be rejected if Al₂O₃ is more than 2.00%.

11.4. For one percent increase in the in the Iron Ore Concentrate-Hematite supplied with Silica, above 3.50%, the quoted price shall be decreased by US\$ 0.10 Per DMT (USD nil and Cents Ten only Per DMT) fraction pro rata up to limiting value of 4.0%.

11.5. For each 0.01 percent increase in the Iron Ore Concentrate-Hematite supplied with Phosphorous above 0.040%, the quoted price shall be decreased by US\$ 1.25 Per DMT (USD One and Cents Twenty-Five only Per DMT) fraction pro rata upto limiting value of 0.045%.

11.6. For each 0.001 percent increase in the Iron Ore Concentrate-Hematite supplied with Sulphur above 0.040%, the quoted price shall be decreased by US\$ 1.25 Per DMT (USD One and Cents Twenty-Five only Per DMT) fraction pro rata upto limiting value of 0.050%.

11.7. Blain Number Penalty:

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 US\$2.00 Per DMT fraction pro rata. For Iron Ore Concentrate-Hematite supplied with Blain Number above 2,100 Cm²/g and up to 2,600 cm²/g, i.e., for the 500 cm²/g increase in the Blain Number, the base price shall be decreased by US\$ 4.00 Per DMT fraction pro rata.

Iron Ore Concentrate-Hematite with Blaine Number above 2,600 Cm²/g should not be loaded on to the vessel.

12. INSPECTION, SAMPLING AND ANALYSIS AND DETERMINATION OF QUALITY:

AT LOAD PORT

The seller shall, at their own expenses arrange to carry out Sampling and Analysis, at the Load Port in accordance with the relevant British Standard Specifications (BS specifications)/Specifications of the American Society for Testing and Materials (ASTM Specification)/Specifications of the International Organization for Standardization (ISO Specification), through an independent inspection agency at Load Port, acceptable to both the Seller and Buyer.

The Seller should arrange for sampling while the product is ready to be loaded on the designated vessel at the Loading Port.

The load port analysis will be final to determine the quality of the material and for payment purposes.

13. DETERMINATION OF QUANTITY AND WEIGHMENT:

The determination of the quantity at the Load Port will be carried out by the Seller, at his own cost, by means of draft survey which shall be conducted by the independent inspection agency (through approved marine surveyors) appointed by the Seller and acceptable to both the Seller and Buyer. The dry quantity shall be determined by deducting the free moisture (based on Load port analysis) from Load port draft survey quantity. The weight thus determined shall be the final quantity of the shipment for final invoicing.

14. PRE-QUALIFICATION / ELIGIBILITY CRITERIA:

14.1. The bidder should have an annual turnover of not less than USD 8613750 or in any other equivalent currency 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.

14.2. The bidder should have handled/supplied/traded a quantity of not less than 1,00,000 tons of Iron Ore Fines/Iron Ore Lumps/Iron Ore Concentrate/Iron Oxide Pellets/HGIOC/HGPF or similar material in Bulk in any one of the last five financial 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.

Similar materials include:

- Metals and minerals (e.g., Coal, Bauxite, Copper ore)
- Bulk industrial raw materials (e.g., Cement, Clinker, Limestone, Gypsum)

15. EVALUATION OF TENDERS:

Quotes will be evaluated for supply of Iron Ore Concentrate-Hematite to be delivered at New Mangalore Port Authority on CIF New Mangalore Port Authority, India basis, inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India, basis.

16. OPTION CLAUSE:

KIOCL reserves the right to exercise the option clause to place an order for an additional 25% of the initially ordered quantity of 2,50,000 DMT of Iron Ore Concentrate-Hematite at the same price, terms and conditions, exercisable within one month from the date of receipt of the original quantity, on mutual consent.

17. 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.

18. CLARIFICATIONS ON TECHNO-COMMERCIAL BIDS:

KIOCL reserves the right to seek clarifications on the Techno-Commercial bids from any or all the bidders before opening the price bids. However, such clarification(s)/ confirmation(s) sought shall not permit the bidder to revise the price bids submitted. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

19. 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.

20. PARALLEL CONTRACT:

KIOCL reserves the right to enter into parallel contract for procurement of Iron Ore Concentrate-Hematite during the currency of the contract and the bidder shall confirm his acceptance of the same.

21. VALIDITY:

The offer to be kept valid for **45 days** from the date of opening of the techno-commercial bid. Tenders with inadequate validity will be rejected.

22. 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.

23. FORCE MAJEURE:

The successful bidder will not be liable for the delay in transporting the Iron Ore 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.

24. INSURANCE:

Insurance will be covered by the Seller.

Immediately on shipment, the seller shall send an e-mail message to General Manager (Materials) KIOCL Limited, 2nd Block, Koramangala, Bangalore-560 034 INDIA, e-mail: bgmm@kioclltd.in, bpurchase@kioclltd.in. and DGM (Stores), KIOCL Limited, Pellet Plant Unit, Panambur, Mangalore-575 010, e-mail: mstores@kioclltd.in furnishing the following details in your message:

- a) Name of the consignee: KIOCL Limited, Panambur, Mangalore, India.
- b) Name of the Vessel
- c) Bill of Lading No. & date
- d) Description of Cargo and quantity
- e) CIF value
- f) Port of shipment and Port of Discharge
- g) Purchase Order Number and date

25. 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.

26. TERMINATION OF THE AGREEMENT.

26.1. 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.

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

26.2.1. fails to furnish the signed document within the stipulated period (as specified by the successful bidder/Company) after acceptance of the LOI/ PO.

26.2.2. Goes into liquidation.

27. LEGAL INTERPRETATIONS:

27.1. 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.

27.2. To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied.

28. INTEGRITY PACT:

All the tenderers shall execute an integrity pact agreement as per the enclosed Integrity Pact Agreement (Annexure-6). Independent External Monitor (IEM) are as given below:

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

- 2) Ms.Saroj_Punhani, IA&AS (Retd.)
A-11/23, Vasant Vihar
New Delhi – 110057
e-mail: Saroj_punhani@hotmail.com
punhani@cag.gov.in

29. LEGITAMACY OF SUPPLIES:

The supplier 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. To this effect documentary evidence in the form of Certificate of Origin by Chamber of Commerce and Industry of the country of Export is to be produced.

30. LIABILITY OF GOVERNMENT OF INDIA:

It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

- 31.** The Successful bidder has to ensure that the supplied material is free from contamination and does not contain foreign materials like Concrete Blocks, Metallic Particles, Wooden Blocks, Boulders, Pellets...etc.

32. GENERAL CONDITIONS OF CONTRACT:

Bidder to confirm acceptance to our General Conditions of Contract for offshore supplies, KIOCL-P/2. 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/2 can be downloaded from the link:
<https://kioclltd.in/assets/uploads/1042420563.pdf>

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

UN-PRICED BID FORMAT BLANKING THE PRICE PORTION

(To be submitted along with the Techno-Commercial bid duly signed and seal affixed)

Name of the Bidder:.....

Material: Supply of a quantity of 2,50,000 DMT (+10%) of Iron Ore Concentrate – Hematite.

Sl	Particulars	Price in USD per DMT	
		In Figures	In Words
1	Supply of a quantity of 2,50,000 DMT (+10%) of Iron Ore Concentrate-Hematite on “CIF New Mangalore Port Authority, India“ basis, inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India.	This is Un-Priced bid. Do not indicate price.	This is Un-Priced bid. Do not indicate price.

Confirmation by the Bidder.

- 1) The supply of Iron Ore Concentrate–Hematite is on the CIF New Mangalore Port Authority, India basis, inclusive of all taxes, duties & statutory levies as applicable imposed outside the Buyer's country and freight up to New Mangalore Port, India.
- 2) The price quoted will remain firm throughout the period of the contract (till completion of supplies for the contractual quantity), except variation as per provisions of clause Nos.11 of Annexure-3 (Price Adjustment).
- 3) In the event of any inconsistency between the price quoted in figures and in words, the price quoted in words shall prevail and shall be binding.

ANNEXURE -5

BUSINESS RULES FOR 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. e-REVERSE AUCTION on INTERNET.
- 2) For the proposed e-reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 3) e-Reverse auction will be conducted on schedule date & time.
- 4) At the end of reverse auction event, the lowest bidder value will be known on the network.

BUSINESS RULE FOR FINALIZATION OF THE PROCUREMENT:

KIOCL shall finalize the procurement of Iron Ore Concentrate-Hematite against this tender through e-reverse auction mode. Please go through the guidelines given below and submit your acceptance to the same along with your Techno-Commercial Bid.

- 1) Computerized e-reverse auction shall be conducted by KIOCL, on pre-specified date, while the Bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by Bidders themselves. Failure of power at the premises of Bidders 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 by KIOCL nor responsible for such eventualities.
- 2) UNIT OF MEASUREMENT **in DMT** and BIDDING CURRENCY: **USD**.
- 3) BID PRICE: **CIF NMPA basis** inclusive of all taxes, duties & statutory levies as applicable imposed outside the Buyer's country and freight up to New Mangalore Port, India.
- 4) VALIDITY OF BIDS: The Bid price shall be firm specified in the tender document and shall not be subjected any change whatsoever.
- 5) **The detailed process for e-reverse auction is as below:**

The Start Bid Price in the e-reverse auction shall be the lowest price received for the supply of Iron Ore Concentrate-Hematite obtained electronically through the SRM Portal along with the Techno-Commercial bid. The computer screen will display Start Bid Price and which shall be visible to the all Bidders. 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.

- a) 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.
- b) 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.
- c) The start bid price for the e-reverse auction is L1 price arrived based on the evaluation and comparison of bids as mentioned above.
- d) Bidder will be able to view the following on their screen along with the necessary fields in the English Reverse (no ties):
 - i) Leading Bid in the Auction ii) Bid Placed by you iii) Your Own Rank iv) Start Bid Price & Bid Decrement value.
- e) After the completion of e- Reverse (no ties), the Closing Price (CP) shall be available.
- f) 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.
- g) During the 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 e-reverse auction process and consider the price bids of all the techno-commercially accepted bidders submitted electronically earlier along with techno-commercial bids.
- h) 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 bidders techno-commercial offers and other correspondences till date.

INTEGRITY PACT PROGRAMME

1) 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 implemented 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

2) 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.

1. **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.

2. **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.

3. **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.

4. 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.

5. 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.

INTEGRITY PACT WITH BIDDERS:

- a) All bidders to confirm their acceptance on all terms of Integrity Pact Agreement and to return signed copy of agreement affixing signature along with seal on all pages along with techno-commercial bid.
- b) Please note that quotations not accompanying the Integrity Pact Agreement will not be considered for further processing, treating the offer as incomplete. However, the offer will be processed only after receiving the signed copy of the Integrity Pact.
- c) Details of Independent External Monitor (IEM) are as below :

1)Shri. Paul Antony, IAS (Retd.) No. 70, GCDA Road, Periyar Gardens, Thottakattukara, Aluva, Kerala – 683 108. e-mail: paulantony@gmail.com	2)Ms.Saroj_Punhani, IA&AS (Retd.) A-11/23, Vasant Vihar New Delhi – 110057 e-mail: Saroj_punhani@hotmail.com punhani@cag.gov.in
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INTEGRITY PACT AGREEMENT

THIS AGREEMENT is entered into between the following Parties:

KIOCL Limited hereinafter referred to as
“**The Principal**”,
and
.....(Name *of the Party*) hereinafter
referred to as “**Second Party**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for supply of Iron Ore Concentrate-Hematite. The 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) 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.

e) 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.

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.

f) **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-7

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 (**strike out whichever is not applicable**).
9. Contact person name, designation, e-mail, phone and mobile no.:
10. Area of operation: Overseas / India.
11. Type of business: Mine Owner/ Trader /Stockist (**strike out whichever is not applicable**).
12. Details of specific experience in the field of iron ore mining and supply to other customers.
13. Any other additional information.

ANNEXURE-8

TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIAL ON THE BASIS OF CIF, NEW MANGALORE PORT, INDIA.

1. The SELLER shall effect shipments in single-deck, self-trimming type of vessels suitable for bulk discharge. Shipment of Iron Ore Concentrate-Hematite shall be made on geared vessel. Discharge rate to be maintained 16,000 MT PWWD SHINC. Vessel over 15 years of age will be considered on mutually acceptable terms. Buyer shall appoint their own stevedores at the discharge port.

2. **DISCHARGE PORT DETAILS**

Discharge Port : New Mangalore Port, India.
Discharge Rate : 16,000 MT PWWD SHINC BASIS.
Draft Available : Up to 13.00 Mtrs
(LOA up to 190 Mtrs: 13.00 Mtrs with positive tide
LOA 190 Mtrs to 240 Mtrs: 13.00 Meters with suitable tide)

3. **NOR TENDERING:**

NOR to be served during normal working hours i.e., from 09:30 hrs to 16:30 hrs on all working days i.e., Monday to Friday and between 09:30 hrs to 12:00 noon on Saturday, excluding Sunday and holidays to the New Mangalore port Authority office/KIOCL, Panambur, Mangalore, after arrival of the vessel within port limits and in every respect ready to discharge and in free pratique whether in berth or not. If the vessel is not granted free pratique, Notice of Readiness to be valid and any time lost for the vessel to get free pratique not to count as Lay time.

4. **COMMENCEMENT OF LAY TIME :**

- i) Time to count 12 hours after NOR is served and its acceptance by KIOCL. If the turn time of 18 hrs expires after office hours on Saturday, Sunday or holiday, lay time shall commence at 08:00 hrs on the first subsequent working day. If the discharge operation begins before commencement of lay time, the period so used shall be deemed as free time.
- ii) However, if the vessel is prevented from proceeding to the discharging berth due to her inefficiency, tidal conditions, bad weather, strike of tugs or pilots or mandatory regulations, then the notice of readiness to be valid and any time lost not to count as lay time.
- iii) Any time used in closing and opening of hatches and hatch inspection not to count as lay time. Shifting time shall not count as lay time, unless the vessel is already in demurrage. Time for draft check (initial & interim draft

- survey) and waiting for tide shall not count as lay time unless the vessel is already on demurrage.
- iv) Any time necessarily required by a vessel to wait for tide for completion of discharge shall not be counted as lay time. Lay time shall cease to count the time of completion of discharge.
 - v) Lay time to count at actual when worked on charter party (c/p) holidays. For stoppages if any, during intervening c/p holidays, lay time not to count if the vessel is not on demurrage. If the vessel is already on demurrage, full time to count as lay time during the intervening c/p holiday.
 - vi) Waiting time at the discharge port, if any due to want of berth at discharge port, for Custom Clearance or time lost to complete discharge port formalities, shall be included in the lay time.

5. **OTHER DETAILS FOR NOMINATION OF THE VESSEL:**

- 5.1 Shipment shall be done in a sea worthy vessel classified as 100 A1 by LLOYDS or equivalent classification society and entered with a Protection & Indemnity club which is a member of the International Groups of P&I Clubs. Vessel over 15 years of age will be considered on mutually acceptable terms. Vessel nominated is not self discharging gear type. Shore Crane Arrangement has to be made by the Buyer for discharging the cargo.
- 5.2 All cargo related charges shall be payable by the buyer 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 seller/ vessel owner.
- 5.3 'Demurrage rate at discharging port shall be as per Vessel Nomination' While nominating the vessel Buyer has to confirm the suitability within 1 business days of the proposal. Lay time Calculation at the discharge port will be made by Seller based on Statement of Facts (SOF) issued by the nominated agents at discharge port. In case of demurrage, the buyer shall endeavor to remit to the seller the agreed amount of Demurrage within about 45 (forty five) days from the date of receipt of the claim of the Seller together with all supporting documents.
- 5.4 In the case of Dispatch Money, the seller shall endeavor to remit to the buyer the agreed amount of Dispatch Money within about 45 (forty five) days from the date of the claim along with supporting documents of buyer. Such claim together with the supporting documents shall be submitted by either party within 30 days from the date of completion of discharge and should be settled on vessel-to-vessel basis.