

<p><b>ಕೆಐಒಸಿಎಲ್ ಲಿಮಿಟೆಡ್</b> (ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ) ಎರಡನೇ ಹಂತ, ಕೋರಮಂಗಲ, ಸರ್ಜಾಪುರ ರೋಡ್, ಬೆಂಗಳೂರು- ೫೬೦ ೦೩೪</p> <p><b>ಖರೀದಿಯ ಇಲಾಖೆ</b></p> <p>ದೂರವಾಣಿ: ೦೮೦-೨೫೫೩೧೪೬೧-೭೦ ಇ ಮೇಲ್: <a href="mailto:bpurchase@kioclltd.com">bpurchase@kioclltd.com</a> ಫ್ಯಾಕ್ಸ್: ೦೮೦- ೨೫೫೩೧೪೬೧/೨೫೬೩೦೯೮೪ ವೆಬ್ ಸೈಟ್: <a href="http://www.kioclltd.in">www.kioclltd.in</a></p>	<p><b>केअइओसीएल लिमिटेड</b> (भारत सरकार का एक उद्यम) II ब्लॉक कोरामंगला, सरजापुर रोड बैंगलूर-560 034</p> <p><b>क्रय विभाग</b></p> <p>टेलिफोन: ०८०- २५५३१४६१ - ७० ईमेल: <a href="mailto:bpurchase@kioclltd.com">bpurchase@kioclltd.com</a> फेक्स: ०८०-२५५३२१५३/२५६३०९८४ वेबसाइट: <a href="http://www.kioclltd.in">www.kioclltd.in</a></p>	<p><b>KIOCL LIMITED</b> (A Government of India Enterprise) II Block, Koaramangala, Sarjapura Road Bangalore – 560 034</p> <p><b><u>PURCHASE</u></b> <b><u>DEPARTMENT</u></b></p> <p>Telephone: 080 – 25531461 to 70 Email: <a href="mailto:bpurchase@kioclltd.com">bpurchase@kioclltd.com</a> Fax: 080 - 25532153/25630984 Website: <a href="http://www.kioclltd.in">www.kioclltd.in</a></p>	 <p>KUDREMUKH ಐಎಸ್ಒ 9001, 14001 ಮತ್ತು ಓಹೆಸ್ಎಸ್ 18001 ಸಂಸ್ಥೆ आई एस ओ 9001, 14001 तथा ओएचएसएस 18001 कम्पनी ISO 9001, 14001 &amp; OHSAS 18001 COMPANY</p>
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**NOTICE INVITING TENDER  
FOR SUPPLY OF IRON ORE CONCENTRATE-HEMATITE FROM OVERSEAS/OFF-SHORE SOURCES.**

<p><b>No. KIOCL/MTLS/IOC-HEM(Off-Shore)/23-24/06</b> <b>Dated: 19/09/2023</b> <b>Please visit our Company website for taking note of any further corrections/modifications/addendums to the tender terms and quote accordingly.</b></p>	<p><b>TENDER DUE ON</b> <b>11/10/2023</b> <b>AT 14:00 Hrs.</b></p>
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Dear Sirs,

**Sub: Supply of Iron ore Concentrate –Hematite 2,50,000DMT for use in Pellet Plant at Panambur, Mangalore, India.**

Quotations are invited from reputed Iron ore Suppliers, i.e., Mine Owners/Traders/Stockists for supply of Iron ore Concentrate–Hematite 2,50,000DMT to be delivered to KIOCL Pellet Plant at Panamburu, New Mangalore Port on CIF New Mangalore Port, India”, 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-/P2 as under:

**1.1. Cover.1 – 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 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-auction: Annexure-6
- (f) Integrity Pact between KIOCL and the Bidder: Annexure-7
- (g) KIOCL format for Company Profile: Annexure-8

(h) Terms & conditions for delivery of material on CIF, New Mangalore Port, India, basis: Annexure-9

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.1 – TECHNO-COMMERCIAL BID**", indicating Tender Document number & Date and Due Date of Opening of Tender.

1.2. **Cover.2 – 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.2 – PRICE BID**" and indicating Tender Document number & Date and Due Date of Opening of Tender.

1.3. **Cover.3 – Common Outer Cover:**

Cover at (1.1) & (1.2) 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 (1.3) above shall reach the Purchaser before **14.00 HRS on or before 11/10/2023**

**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](http://www.kioclltd.in) only. The prospective bidders are requested to visit the above website from time to time to take note of any updates and submit their bid/quote accordingly.

2. 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:

**Chief General Manager (Materials),  
Materials 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.

### **3. TENDER OPENING:**

#### **3.1 Techno-Commercial Bid opening:**

Techno-commercial Tenders submitted as above will be opened at the above address at **3 PM on 11/10/2023**. 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 KIOCL Limited, the opening of tenders will be done on the next working day at the same time specified originally for opening.

#### **3.2 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 with advance intimation of time & date of opening after completion of online e-bidding cum reverse auction. The bidder or his authorized representative can witness the opening of Price bids if they wish to do so along with the authorization letter.

### **4. 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.

- 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 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.

## **6. SPECIAL NOTE:**

- 6.1 No deviation from the tender terms is permissible. Bidders shall strictly comply with the requirements of all the tender terms. **In case of deviations to the tender terms, the bidders should bring out in their letter head specifically such deviations and the acceptance of such deviations is at KIOCL's discretion.**
- 6.2 The bidder should read and understand clearly the tender terms, 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 conduct or outcome of the bidding process.
- 6.4 The bids cannot be withdrawn after the tender closing time.
- 6.5 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. 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.
  - iii) The Techno-Commercially qualified bidders will be allowed to participate in the **online bidding cum reverse auction** process to be held by the service provider appointed by KIOCL.
- 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**

**After the 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** and 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 tenderers.

Placement of order shall be considered on the lowest price, i.e.L1-price so arrived.

- d) In case of L-1price discovered through e-reverse auction and L-1price found on opening of sealed price bid, being same, between two different parties, KIOCL Limited shall place the order on the bidder whose L-1price has been discovered through e- reverse auction.
- 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 open only sealed price bids of the techno-commercially qualified bids. Accordingly, Contract will be finalized on L-1basis.

Thanking you,

Yours faithfully,  
for KOCL Limited,

(John A Gonsalvez)  
CGM (Materials)  
Phone: 9741899456  
Fax: (080)-25532153  
E-mail: [bpurchase@kioclltd.in](mailto: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) Business Rule for e-auction : Annexure-6
- (g) Integrity Pact between KIOCL and the Bidder : Annexure-7
- (h) KIOCL format for Company Profile:Annexure-8
- (i) Terms & conditions for delivery of material on CIF, New Mangalore Port, India, basis :Annexure-9

**Note:** Format for Bank Guarantee & Integrity Pact Agreement copy can be down loaded from KIOCL web site: [www.kioclltd.in](http://www.kioclltd.in).

## **ANNEXURE-1**

### **CHECK LIST FOR SUBMISSION OF BID.**

1	Confirmation of Acceptance of specification of Iron ore Concentrate –Hematite 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	Price Bid: Price on CIF, New Mangalore Port, India basis, inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India, basis, is indicated in Annexure-5 for supply of iron ore concentrate.	Acceptance Indicated Yes/ No
5	Confirmation to acceptance to KIOCL's Business rules for e- auction as per Annexure-6.	Acceptance Indicated Yes/ No
6	Confirmation of acceptance of Integrity Pact Agreement (Annexure-7).	Signed Copy attached Yes/ No
7	Confirmation of acceptance of KIOCL's Evaluation of Tenders.	Acceptance Indicated Yes/ No
8	Confirmation to acceptance to furnish Country of Origin of Iron ore Concentrate –Hematite as per tender.	Acceptance Indicated Yes/ No
9	Confirmation to acceptance to KIOCL format for Company Profile as per Annexure-8.	Details furnished Yes/ No
10	Confirmation to acceptance to terms & conditions for delivery of material on CIF, New Mangalore Port, India basis, as per Annexure-9.	Acceptance Indicated Yes/ No

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

## **ANNEXURE-2**

a) **SPECIFICATIONS OF IRON ORE CONCENTRATE- HEMATITE**

**1. Chemical:**

CONSTITUENT	Guaranteed Specification	Limiting value (%)
Fe	64.5 % min	64.5
ALUMINA ( Al <sub>2</sub> O <sub>3</sub> )	1.5 % max	Up to 2.0
SILICA ( SiO <sub>2</sub> )	3.5 % max	Up to 4.0
PHOSPHOROUS (P)	0.04 % max	Up to 0.045
SULPHUR (S)	0.04 % max	Up to 0.05
TITANIUM OXIDE ( TiO <sub>2</sub> )	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)	1.5 % max	Up to 2.0

**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 2,50,000DMT TO KIOCL.**

1. **MATERIAL:** IRON ORE CONCENTRATE-HEMATITE.
2. **QUANTITY:** 2,50,000 DMT  $\pm 10\%$ , without transshipment. **In case transport is through Sea route, the Concentrate should be supplied in geared vessels with parcel size of each shipment of 50,000 DMT +/-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, 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. Seller is responsible only for taxes levied at the country of origin. All other taxes are the responsibility of the buyer.

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

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 45 days from the date of issue of the purchase order** or as per mutually agreed period. 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 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, 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, 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 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
- 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 Fax/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 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 supplied with Al<sub>2</sub>O<sub>3</sub>, 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 2.0%.

11.4. For one percent increase in the in the iron ore concentrate 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 in the iron ore concentrate 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%. The material will be rejected if Al<sub>2</sub> O<sub>3</sub> in more than 2.0%.

11.6. For each 0.001 percent increase in the in the iron ore concentrate 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 0.05%.

### **11.7. Blain Number Penalty:**

For Iron Ore Concentrate-Hematite supplied with Blain Number above 1,800 Cm<sup>2</sup>/g and up to 2,100 cm<sup>2</sup>/g, i.e., for the 300 cm<sup>2</sup>/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 Cm<sup>2</sup>/g and up to 2,600 cm<sup>2</sup>/g, i.e., for the 500 cm<sup>2</sup>/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 Cm<sup>2</sup>/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 whilst the product is ready for being loaded on the designated vessel at the Load Port.

The Load port analysis will be final for determining 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 final as to quantity of the shipment for final invoicing.

**14. PRE-QUALIFICATION / ELIGIBILITY CRITERIA:**

14.1. The bidder shall be an established Mine Owner/Stockist/dealer in supply of iron ore/ iron ore concentrate, and to this effect submit documentary evidence as below:

14.2. The bidder should have an annual turnover of not less than USD 9,000,000 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.

14.3. 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

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.

**15. EVALUATION OF TENDERS:**

**Quotes will be sought for supply of Iron ore Concentrate to be delivered at New Mangalore Port on CIF New Mangalore Port, India basis, inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India, basis** as per Annexure-5, i.e., Price Bid. The method of arriving at the L-1bidder will be as per clause No.7 (evaluation of bids) of Notice Inviting Tender.

**16. OPTION CLAUSE:**

KIOCL reserves the right to exercise option clause to place order for an additional quantity up to 2,50,000 DMT  $\pm 10\%$  of Iron ore Concentrate at the same price, terms and conditions, exercisable within one month from the date of receipt of 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. 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.

**19. 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.

**20.** 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.

**21. 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.

**22. MULTIPLE ORDERS ON BIDDERS:**

KIOCL reserves the right to place orders on multiple bidders subject to bidders matching the L-1 price.

**23. 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.

**24. 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.

**25. 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.

## **26. INSURANCE:**

Insurance will be covered by the Seller.

Immediately on shipment, the seller shall send Fax message to Chief General Manager (Materials) KIOCL, 2nd Block, Koramangala, Bangalore-560 034 INDIA. Fax No. 080-25630984, and DGM (Stores), KIOCL, Panambur, Mangalore-575 010, Fax No.0824 - 2407422/2408224 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

## **27. 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.

## **28. TERMINATION OF THE AGREEMENT.**

28.1. 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.

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

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

28.2.2. Goes into liquidation.

**29. LEGAL INTERPRETATIONS:**

- 29.1. 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.
- 29.2. To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied.

**30. INTEGRITY PACT:**

All the tenderers shall execute integrity pact agreement as per the enclosed Integrity Pact Agreement (Annexure-8). 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) 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

**31. LEGITAMACY OF SUPPLIES:**

The supplier should ensure that iron ore emanates from legitimate sources and approved mines only. As such, no illegitimate or uncertified iron ore 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.

**32. 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.

- 33.** 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.

**34. GENERAL CONDITIONS OF CONTRACT:**

Bidder to confirm acceptance to our General Conditions of Contract for off-shore 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 DOWN LOADED FROM KIOCL WEBSITE: [WWW.KIOCLLTD.IN](http://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**

#### 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  $\pm$  10% of Iron ore Concentrate – Hematite.

SI	Particulars	Price in USD per DMT	
		In Figures	In Words
<b>1</b>	Supply of a quantity of 2,50,000 DMT $\pm$ 10% of Iron Ore Concentrate-Hematite on "CIF New Mangalore Port, 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, India "basis, inclusive of all taxes, duties & statutory levies as applicable, 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**

No.....

Date:.....

### **PRICED BID**

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

Name of the Bidder:.....

Material: Supply of a quantity of 2,50,000 DMT  $\pm$  10% of Iron ore Concentrate - Hematite.

Sl	Particulars	Price in USD per DMT	
		In Figures	In Words
<b>1</b>	Supply of a quantity of 2,50,000DMT $\pm$ 10% of Iron Ore Concentrate-Hematite on "CIF New Mangalore Port, India" basis, inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India.	US\$ ...../- per DMT	United States Dollar ..... ..... per Dry Metric Tons only.

#### **Confirmation by the Bidder.**

- 1) The supply of Iron ore Concentrate -Hematite is on the "CIF New Mangalore Port, India "basis, inclusive of all taxes, duties & statutory levies as applicable, 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 –6**

### **BUSINESS RULE & TERMS & CONDITIONS OF E-REVERSE AUCTION**

Purchase Enquiry No. KIOCL/MTLS/IOC-HEM (Off-Shore)/23-24/06

date : 19/09/2023

Material Bid : Supply of iron ore concnetrate, Hematite.

BUYER NAME	KIOCL LIMITED, (Formerly M/s KUDREMU KH IRON ORE COMPANY LIMITED) PURCHASE DEPARTMENT, Bangalore – 560 034.
AUCTION TO BE CONDUCTED BY	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-6(A)] Terms & conditions of Reverse auction [Annexure-6(B)] Process Compliance Statement [Annexure-6(C)] Price Confirmation [Annexure-6(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. 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 if they are not in possession of a valid digital certificate.

**The cost of obtaining the necessary Digital Certificate directly or through KIOCL appointed Service Provider will be to the Bidders account only.**

## **ANNEXURE – 6(A)**

### **BUSINESS RULES FOR REVERSE AUCTION**

#### **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

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 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, extensions, etc. also will be communicated through service provider.
5. Bidders have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the bidder will not be eligible to participate in the event.
6. 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 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 material against this Tender through Reverse auction mode. KIOCL has made arrangement with (.....) hereinafter referred to as 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 Commercial Bid.

- 1) Computerized 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. 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 online so that the service provider will up load that price on line on

behalf of the Bidder. It shall be noted 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 understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded 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 neither KIOCL nor the service provider is 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) Please note that the blank screen will appear in online Reverse auction when it is open to all the participating bidders.** Any bidder can quote their competitive bid in the online reverse auction. Please note that the first online bid that comes in the system during the online reverse auction can be treated as start bid price. The subsequent bid that comes in to outbid the L1 rate will have to be less than the L1 rate by one decrement value or in multiples of the decrement value

**3) 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 Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.**

BIDDING CURRENCY in USD . UNIT OF MEASUREMENT in DMT.

**4) BID PRICE: The Bidder has to quote the unit price on the on the “CIF New Mangalore Port, India “basis, inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India.**

**5) The technical & commercial terms are as per KIOCL Tender KIOCL/MTLS/IOC-HEM (Off-Shore)/23-24/06 dated 19/09/2023.**

VALIDITY OF BIDS: The Bid price shall be firm specified in the tender document and shall not be subjected any change whatsoever.

**6) At the end of the Reverse auction, bidder has to provide a detail break up for his lowest offer within 24 hours.**

**7) The detailed process for online price bidding cum Reverse auction is explained below:**

**The online price bidding event will be conducted in three stages:-**

**STAGE -I : Online initial price bid**

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

During the Stage-I online initial price bidding, 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 before.

**STAGE –II : Start Bid Price**

After the expiry of the time for submission of on-line initial price bids, the Lowest Price will be frozen by the system as the Start Bid Price (SBP) for Stage – III on line bidding.

**STAGE – III : Reverse Auction on Start Bid Price**

- a) In Stage III of the online competitive bidding, computer screen will display Start Bid Price and which shall be visible to all bidders participated in the initial sealed bid auction during the start of the Reverse Auction. 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 online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or less than the auction's start price by one decrement, or less than the auction's start price by multiples of decrement. The second online bid and onwards will have to be less than the L1 rate by one decrement value, or less than the L1 rate by multiples of the decrement value.
- b) **Those bidders who have participated in the Initial Price Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.**
- c) Online Initial Price Bid will be for **30 minutes** and Online English 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 Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. 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 Reverse Auction, the auction shall get closed automatically without any extension. However, 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.
- d) The weightage factor (multiplication factor), bid decrement amount shall be specified by KIOCL before start of bidding. The bidder can bid lower than the start bid price in reverse auction by a bid decrement or multiple of Bid decrement.

- e) Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However, for ordering only the final bid placed by the bidder shall be considered.
- f) Bidder will be able to view the following on their 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.
- g) After the completion of English Reverse (no ties), the **Closing Price (CP)** shall be available.
- h) At the end of the 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.**
- i) The bidders who have participated in the event, shall be required to submit the final prices, quoted during the English Reverse (no ties) in **Annexure 6(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.
- j) 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.
- k) During the Online English Reverse (No Ties) Auction, if no bid is received in the auction system/website within the specified time duration of the online price bidding cum Reverse auction, then KIOCL, at its discretion, may scrap the online price bidding cum Reverse auction process and open only sealed price bids of all technically and commercially acceptable bidders submitted earlier along with techno-commercial bids.
- l) KIOCL shall be at liberty to cancel the Reverse auction process / tender at any time, before ordering, without assigning any reason.

At the end of the Forward Auction, KIOCL will decide upon the winner. 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-6(B)**

### **Terms & Conditions of 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 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 Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. 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 Reverse Auction, the auction shall get closed automatically without any extension. However, 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 THE BIDDER)
- 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 higher 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. AUCTION WINNER:** At the end of the Reverse Auction, KIOCL will evaluate all the bids submitted and will decide upon the winner.
- 9. 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 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://kiocl.-----.com>) 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.

**N.B.**

All the Bidders are required to submit the Agreement Form (Annexure- 6(C)) duly signed to KIOCL AUTHORIZED SERVICE PROVIDER before the due date specified in the tender document. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).

After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to KIOCL AUTHORIZED SERVICE PROVIDER for further proceedings.

All the bidders are requested to ensure that they have valid digital certificate well in advance so as to confirm participation before the Reverse auction.

**ANNEXURE – 6(C)**

**Process Compliance Form**

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

To

.....  
.....  
.....  
.....

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-HEM (Off-Shore)/23-24/06 dated 19/09/2023.

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 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.
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 6(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.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Scan & email this document to-----.

**ANNEXURE – 6(D)**

**To**

M/s .....,  
 .....

Sub: Final price quoted during online price bidding cum Reverse auction for supply of Iron ore Concentrate-hematite.

Ref: 1. Tender No KIOCL/MTLS/IOC-HEM (Off-Shore)/23-24/06 dated 19/09/2023.  
 2. e-Auction date. ....  
 3. Our Offer No. .... Dated.

Dear Sir,

We confirm that we have quoted our Final Prices during the Reverse Auction conducted today and Final Price offered is as under:

Name of the Bidder:.....

Material: Supply of a quantity of 2,50,000DMT ± 10% of Iron ore Concentrate – Hematite.

Sl	Particulars	Price in USD per DMT	
		In Figures	In Words
<b>1</b>	Supply of a quantity of 2,50,000DMT ± 10% of Iron Ore Concentrate-Hematite on "CIF New Mangalore Port, India"basis, inclusive of all taxes, duties & statutory levies as applicable, freight up to New Mangalore Port, India.	US\$ ...../- per DMT	United States Dollar ..... ..... per Dry Metric Tons only .

**Confirmation by the Bidder.**

- 1) The supply of Iron ore Concentrate –Hematite is on the "CIF New Mangalore Port, India "basis, inclusive of all taxes, duties & statutory levies as applicable, 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.

## CONTACT INFORMATION

<b>KIOCL AUTHORIZED SERVICE PROVIDER</b>	M/s. KIOCL Limited, Bangalore
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	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, GM(M,I&P) Mobile :9448291121 Govinda B, SM(P) Mobile: 8951972591 Email: <a href="mailto:bpurchase@kioclltd.in">bpurchase@kioclltd.in</a>

### **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-5.
- 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-7**

### **INTEGRITY PACT**

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 a contract, following its laid-down organizational procedures, for supply of Iron Ore Concentrate. The Principal values full compliance with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relations with its Second Party.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization, "Transparency International (I)" (TII). Following TII's national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned below.

#### **IT IS AGREED AS FOLLOWS:**

##### **Definitions:**

- a) "**Principal**" which is the "**FIRST PARTY**" means KIOCL Limited, incorporated under the Companies Act 1956, having their registered office at Koramangala, Bangalore – 560 034 and includes their successors.
- b) "**SECOND PARTY**" means the person, firm or company submitting a tender against the Invitation to Tender and includes his/ its/ their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-successful bidders, suppliers, sellers, buyers, customers etc, including heirs, executors, administrators, representatives, successors. **And** the "**Second Party**" also means, any party including bidders, successful bidders, executors, suppliers, sellers, buyers, customers etc, whose tender has been accepted by the Principal or Company and shall be deemed to include his/ its/ their heirs, executors, administrators, representatives and successors unless excluded by the Contract.
- c) "**Independent External Monitor**" means a person, hereinafter referred to as IEM, appointed, in accordance with **clause 8.a** below, to verify compliance with this agreement.
- d) "**Party**" in relevant contract means a signatory to this agreement, and includes both "**Principal**" and "**Second Party**".
- e) "**Contract**" means the contract entered into between the Principal and Second Party for the execution of work mentioned in the preamble above.

## **Commitments of the Parties**

### **Section 1 - Commitments of the Principal:-**

The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned to its employees) and to observe the following principles;

- i. No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of contract, demand or take a promise, or accept, for him/herself or any third person, any material or non-material benefit which he/she is not legally entitled to;
- ii. The Principal will, during the tender process, treat all Second Parties with equity and reason. The Principal will in particular, before and during the tender process, provide to all Second Parties the same information and will not provide to any particular Second Party any information/ clarification through which the Second Party could obtain an advantage in relation to the tender process or the contract execution;
- iii. The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.
- iv. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-corruption Laws of India/ guidelines of Govt. / guidelines of CVC/ guidelines of Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.
- v. If the Principal obtains information of conduct of a Second Party, or sub-bidder or of an employee or a representative or an associate of a Second Party or sub-successful bidder, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the Principal will inform the Vigilance Department of the Company.

### **Section 2 - Commitments of the Second Party:-**

2.1 The Second Party commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution;

- i. The Second Party will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or 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 immaterial benefit which he / she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the Principal's tender process or the execution of the contract.

- ii. The Second Party will not enter with any other Successful bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the Principal's tender process or the execution of the Contract.
- iii. The Second Party will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Second Party will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iv. The Second Party of foreign origin shall disclose the name and address of their agents/representatives in India, if any. Similarly, the Second Party of Indian Nationality shall furnish the name and address of their foreign principals, if any.
- v. The Second Party will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- vi. The Second Party will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.
- vii. The Second Party will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **2.2 Obligation to Ensure Compliance**

- i. Each Party will take all reasonable steps to ensure that the provisions of this agreement which are binding on it are complied with by all of its staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-bidders and suppliers.
- ii. Each Party will appoint an appropriate senior manager with responsibility for ensuring that the provisions of this agreement are complied with.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

- i. If the Second Party, before award of contract, has committed a transgression through violation of any of the terms **under section 2 above** or in any other form such as to put his reliability or credibility as Second Party into question, the Principal is entitled to disqualify the Second Party from the tender process or to terminate the contract, if already signed, for such reason.
- ii. If the Second Party has committed a transgression through a violation of any of the terms **under section 2 above** or in any other form such as to put his

reliability or credibility into question, the Principal is entitled also to exclude the Second Party from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Second Party and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and a maximum of three (3) years.

- iii. If the Second Party can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.
- iv. A transgression is considered to have occurred if, in light of all available evidence, a reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

- i. If the Principal has disqualified the Second Party from the tender process prior to the award according to Section 3 above, the Earnest Money Deposit (EMD) furnished, if any, along with the offer as per the terms of the Notice Inviting Tender (NIT) shall be forfeited. This is apart from the disqualification of the Second Party as may be imposed by the Principal as brought out at section **3 above**.
- ii. If the Principal has terminated the contract according to **Section 3 above**, or if the Principal is entitled to terminate the contract according to **section 3 above**, the EMD/Security Deposit furnished by the Second Party, if any, as per the terms of the NIT/contract shall be forfeited. This is apart from the disqualification of the Second Party, as may be imposed by the Principal, as brought out at **section 3 above**.

#### **Section 5 - Previous Transgression**

- i. The Second Party hereby declares that no previous transgressions with respect to provisions of Integrity pact occurred in the last three (3) years with any other Company in any country or with any other Public Sector Enterprise in India and, as such, there is no case for his exclusion from the tender process.
- ii. The Second Party hereby agrees that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for that reason.

#### **Section 6 - Equal treatment of all Second Parties/ Sub-successful bidders**

- i. The Second Party undertakes to obtain from all sub-successful bidders a commitment consistent with this integrity pact, and to submit it to the Principal at the time of seeking approval of the Principal for appointment of sub-successful bidders.



- ii. The Principal will enter into agreements with identical conditions as that of this Integrity Pact, with all Second Parties.
- iii. It is essential for all Second Parties to sign the Integrity Pact with the Company if the value of the transaction is more than 30 Lakhs or equivalent US\$. The Principal will disqualify from the tender process all Second Parties who do not sign this Pact or violate its provisions.

### **Section 7 - Breaches of this Agreement**

- a) In the event that any Party believes that there is prima facie evidence that there has been a failure by a Party to comply with any provision of this agreement, such Party will take the following actions:
  - i. It will report full details of such suspected non-compliance to the IEM and CVO with copies to the Chief Executives of each of the Parties.
  - ii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.
  - iii. If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the organization or individual which carried out or assisted such non-compliance, such Party may report such matter to the appropriate criminal authorities in those territories.
- b) In the event that any Party breaches any provision of this agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting Party.
- c) The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-successful bidders and suppliers who cause or assist in any breach of any provision of this agreement.

### **Section 8 - Independent External Monitor/Monitors (IEM)**

- i. The Principal, will appoint a competent and credible IEM/Number of IEMs for the duration of this agreement from the panel of IEMs appointed in consultation with the Central Vigilance Commission (CVC).
- ii. The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this agreement.
- iii. The Parties will, after submission of a tender; after the award of any contract to them and for the duration of the contract:

- a) allow the IEM unrestricted access to all books, records and staff relevant to such tender;
- b) ensure that the IEM has unrestricted access to the relevant books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-successful bidders and suppliers.
- c) In the event that the IEM believes that there is prima facie evidence that there is a violation of this agreement, the IEM will report the same to CEO of the Principal.
- d) Upon receipt of a report from the IEM, CEO of the Principal and the Board will discuss and try to agree upon the appropriate action to be taken in line with **sections 3,4 & 5 above** to deal with such violation.
- e) The IEM has no power to inquire any of the Parties to undertake any actions. No statement by the IEM, whether oral or in writing, is binding on any of the parties. Any Party in legal or dispute resolution proceedings can use all reports and other documentation issued by the IEM. The IEM can be called as a witness in legal or dispute resolution proceedings.
- f) Fee and /or any other incidentals including travelling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.
- g) The IEM can only be removed from his appointment, if:
  - i. all parties agree in writing to remove him: or
  - ii. he resigns: or
  - iii. he is removed from his office by order of a Court having appropriate jurisdiction.
  - iv.
- h) On completion of the term by the IEM or if IEM is removed from his appointment or in case of death of IEM (whichever is earlier), the Principal will appoint another IEM as per section 8 a) above for the remaining duration of this agreement.

#### **Section 9 - Duration of Agreement**

- i. This agreement comes into force as soon as it has been signed by all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties.
- ii. This agreement will expire after 12 months from the date of last payment under the respective contract for the Second Party, and for all other Second Parties 6 months after the award of the contract.

#### **Section 10 - Other Provisions**

- i. The Principal will disqualify from the tender process all Second Party who do not sign this Pact or violate its provisions.
- ii. Should any occasion arise entailing IEM to undertake any investigation under the provisions of this agreement, the venue for such investigation shall generally be at KIOCL Limited Corporate Office, Kormangala, Bangalore -560 034.



- iii. This agreement is subject to Indian law. Place of performance and jurisdiction is the corporate office of the Principal. In case of any dispute, the courts at Bangalore only shall have jurisdiction.
- iv. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- v. Addresses along with other relevant details of the Chief Executives of the Parties are as given under;

**1. Principal: (Details of the second party to be filled by Second party concerned)**

KIOCL Limited,  
 II-Block, Koramangala,  
 BANGALORE – 560 034.  
**INDIA.**  
 Tel : 080-25531322 (O)  
       : 080-25531272 (O)  
 Fax : 080-25521584 (O)

- vi. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In that case the parties will strive to come to an agreement to their original intentions.
- vii. If the Second Party is a partnership or consortium, all partners or consortium members must sign this agreement.

For the Principal	for the Second Party
Place .....	
Date .....	
Witness 1: (Name & address)	..... ----- ----- -----
Witness 2: (Name & address)	..... ----- -----

(Signature of the Bidder with Date & Seal)

## **ANNEXURE-8**

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

## **ANNEXURE-9**

### **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 will be made on gearless vessel and discharge to be done with shore cranes at KIOCL's cost. The 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 13.5 Meters.  
(12.5 meters with 1 meter 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 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 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.