

<p>ಕೆಐಒಸಿಎಲ್ ಲಿಮಿಟೆಡ್ (ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ) ಎರಡನೇ ಹಂತ, ಕೋರಮಂಗಲ, ಸರ್ಜಾಪುರ ರೋಡ್, ಬೆಂಗಳೂರು- ೫೬೦ ೦೩೪ ಖನಿಜ ಪರಿಶೋಧನೆ ಇಲಾಖೆ ದೂರವಾಣಿ: ೦೮೦-೨೫೫೩೧೪೬೧-೭೦ ಇ ಮೇಲ್: bmed@kudreore.com ಫ್ಯಾಕ್ಸ್: ೦೮೦-೨೫೫೩೧೧೫೩ ವೆಬ್ ಸೈಟ್ : www.kioclltd.in</p>	<p>केअइओसीएल लिमिटेड (भारत सरकार का एक उद्यम) II ब्लॉक कोरामंगला, सरजापुर रोड बैंगलूर-560 034 खनिज अन्वेषण विभाग टेलिफोन: ०८०- २५५३१४६१ - ७० ईमेल: bmed@kudreore.com फेक्स: ०८०-२५५३२१५३ वेबसाइट: www.kioclltd.in</p>	<p>KIOCL LIMITED (A Government of India Enterprise) II Block, Koaramangala, Sarjapura Road Bangalore – 560 034 Mineral Exploration Department Telephone: 080 – 25531461 to 70 Email: bmed@kudreore.com Fax: 080 - 25532153 Website: www.kioclltd.in</p>	<p>कुद्रेमुख  KUDREMUKH ಐಎಸ್ಒ 9001, 14001 ಮತ್ತು ಓಹೆಸ್‌ಎಸ್‌ಎಸ್ 18001 ಸಂಸ್ಥೆ ಅಐ್‌ಎಸ್‌ಒ 9001, 14001 तथा ओएचएसएस 18001 कम्पनी ISO 9001, 14001 & OHSAS 18001 COMPANY</p>
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**NOTICE INVITING
EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF
MINERAL EXPLORATION AGENCIES (MEA)
FOR
CARRYING OUT
MINERAL EXPLORATION WORK(S)**

(NIT No. KIOCL/MED/EMPL/01/R-1 dated 7th Dec 2015)

Last date for submission of the Bid: on all working days



1. BACKGROUND

KIOCL Ltd. Country's prestigious 100% export oriented unit under Govt. of India, Ministry of Steel, Mini Ratna Company, was set up on 2nd April 1976. Engaged in the business of manufacture and export of high quality Iron Oxide Pellets and supply of pig iron to domestic market from its Pelletisation Unit and Blast Furnace Unit (Pig Iron Unit) located at Mangalore, Karnataka. KIOCL has carried out mineral exploration works at Kudremukh, Nellibedu, Ongole and Khandadhar iron ore deposit to prove mineral deposit.

KIOCL is an ISO-9001:2008, ISO-14001:2004 certified Company also compliant with OHSAS: 18001:2007 certification for Occupational Hazards and Safety Management System, headquartered at Bangalore.

Further details about the Company are available in Company web site:
<http://www.kioclltd.in>

2. INTENT OF INVITING APPLICATIONS :

Govt. of India, Ministry of mines vide notification no 16/08/2015- M.VI Dtd. 16.02.2015 notified KIOCL limited as one of the Expert public sector entity for taking up exploration activities under the second provision of sub-section (1) of section 4 of Mines and Minerals (Development and Regulation) Act 1957. With this notification, KIOCL Ltd. shall extends the services in the field of prospecting and exploration of mineral deposits in the event of awarding works to KIOCL by various Central / State Govt. departments and organizations.

KIOCL invites the applications from reputed Exploration agencies for empanelment with KIOCL for carrying out mineral exploration works in India.

3. SCOPE OF WORK

The scope of works includes following category of works and KIOCL shall select the applicant among the empanelled applicants based on the category of work. The details of the categories intended for empanelment are given as under.

Category	Nature of work	Activities
I	Surface Topographical and Geological Survey	Conducting Field geological & topographical survey, measurement of Geo coordinates, RL's using GPS and Total Station etc. Preparation of Prospecting / Exploration borehole plan as per UNFC.
II	Exploration drilling works	a) Preparation of access roads to borehole locations. b) Mobilization and supply of required Machineries and Manpower for carrying out exploration drilling works. c) Carrying out exploratory drilling works as per the approved exploration drill hole plan. The drilling shall be carried out with the latest and proven exploration technology on turnkey basis. d) Geological and Geo-Technical logging of samples and transportation of samples to accredited laboratory. e) Arrangement and supply of sufficient numbers of core boxes, sampling bags and other ancillary items.
III	Geological Report preparation	a) Preparation of 3D computerized Geological Resource Modeling using Autocad Civil 3D, Surpac, Minex, Datamine software. b) Preparation of Geological reports.

4. PRE QUALIFICATION CRITERIA.

The Agencies should meet the following minimum qualifying criteria for getting pre-qualified:

- a) The applicant should be a Legal entity / Registered firm under the Companies Act/ Partnership Act.



b) Experience.

Category	Nature of work	Experience/ Criteria
I	Surface Topographical and Geological Survey.	a) During the last 10 years , the applicant should have successfully completed at-least 02 nos of Surface topographical and Geological survey of any mineral bearing area.
II	Exploration drilling works	a) During the last 10 years , the applicant should have successfully completed at-least 02 nos of any mineral exploration works using the Core or Reverse circulation drilling technology. b) The applicant shall have in possession of atleast 2 nos of exploratory drill out of which one shall be of core drilling machine.
III	Geological Report preparation	a) The applicant shall have in possession of any of the licensed softwares like Autocad Civil 3D, Surpac, Minex and Datamine. b) The applicant shall have prepared at-least 02 nos of any mineral exploration reports during last 10 years .

- c) Applicant shall have experience in – house team of technical staff, field geologists for conducting exploration drilling works, sample logging, preparation of plans, sections, Geological reports and Exploration reports.
- d) The applicant should have average annual turnover of more than Rs. 50 lakhs during the last three financial years i.e 2012-13, 2013 -14 and 2014-15.

5. TENDER DOCUMENT FEE & AVAILABILITY OF TENDER DOCUMENT

Application fee for Tender documents shall be Rs.1,000/-(Rupees One Thousand Only). The documents shall be available on payment of Non refundable fee of Rs. 1,000 either in Bank Demand Draft/ Pay Order / NEFT to M/s KIOCL Limited Bangalore.

The Tender documents shall be available on payment on all working days from 10:00 AM to 5:00 PM from the Office of the Joint General Manager (Mineral Exploration Dept.), KIOCL Limited, II Block, Koramangala, Bangalore - 560 034.

Tender Documents can also be downloaded directly from the web-site www.kioclltd.in and applicants, while submitting their applications will have to enclose a Bank Draft towards cost of document fee. The Bank Demand Draft from any Scheduled Bank should be drawn in favour of M/s KIOCL Limited, Bangalore payable at its branches at Bangalore.



6. **INFORMATION TO BE SUBMITTED BY APPLICANT** : Applicants are required to submit following documentary evidence and Annexures towards fulfillment of pre – qualification criteria.

- i) Application document Fee of Rs.1,000/- in the form of Demand Draft/pay order /NEFT.
- ii) Procedure for empanelment in Annexure – I.
- iii) Letter of undertaking in format as at Annexure – II.
- iv) Applicants Profile including contact details as per Annexure – III
- v) Applicant shall provide the copies of Work orders or Work completion certificates for successful completion of different categories of works as specified in the Scope of Works (Item no 3). Applicant shall furnish the Work execution details as per Annexure – IV.
- vi) In case of Category – 3 work i.e for report preparation work, the applicant shall submit the documentary proof against in-possession of any of the licensed softwares like Autocad Civil 3D, Surpac, Minex and Datamine.
- vii) The applicant shall provide satisfactory evidence to KIOCL of their capacity and ownership of the drill machines. The age of the Drilling rigs proposed to be deployed for the work shall not be more than **10 years old** as on 1st December 2015. Details of exploratory drill machines and ancillary equipments in possession with the applicant are to be provided in Annexure –V.
- viii) Audited financial statement in case of companies / Chartered accountant's certified annual turnover certificate for last 3 years along with Net worth for the FY 2014-15 in case of firms/ individuals.
- ix) Integrity Pact duly signed by the applicant in Annexure - VI

All the above prescribed documents duly signed by authorized signatory with official seal shall be kept in a envelope and super – scribed as **“EMPANELEMENT OF MINERAL EXPLORATION AGENCIES”** and addressed to

The Joint General Manager (Mineral Exploration Dept.),
KIOCL Limited, Corporate Office.
Block II, Koramangala,
Bangalore 560 034, Email: bmed@kudreore.com

7. **INSTRUCTIONS TO APPLICANTS:**

- 7.1 The applicant shall apply for any/ all categories of works as per the scope of work. The applicant shall indicate their choice by selecting the appropriate options at Annexure -I.
- 7.2 The deployment of drill(s) shall be as per the requirement and instructions of KIOCL.



7.3 KIOCL reserves the rights to curtail or modify any items indicated against Scope of work (Item no 3) and Pre qualification criteria (Item no 4) of the EoI notice during Limited tender enquiry (LTE).

7.4 No Joint venture or Consortium of firms / companies / Individuals / Proprietorship shall be allowed and the Applicants should meet the prequalification criteria by themselves.

However, the Holding or Subsidiary companies are allowed for empanelling for more than 1 number of categories of works after satisfying prequalification criteria.

7.5 The agencies should apply on the prescribed formats as per Annexure-I to Annexure-VI of application for Empanelment along-with documentary evidence.

7.6 The past experience in exploration works should be supported by certificates or equivalent. In case the work experience of other than Govt./Semi Govt./ PSUs, the completion certificate shall be supported with copies of Work order issued by owner for the work executed duly certified by Chartered Accountant.

7.7 All the applications received, will be evaluated on the basis of information and documents provided by the agency. In case the agency is not found suitable, his bids shall not be considered.

7.8 The empanelled agency shall be required to submit Tender Fee for each tender separately details of which shall be stipulated in the Limited tender enquiry (LTE).

7.9 All information called for in the enclosed forms should be furnished against the relevant columns. If information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'NIL' or 'NO SUCH CASE' entry should be made in that column. If any particulars / query are not applicable in case of the applicant, it should be stated as "not applicable". The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being rejected.

7.10 Applications made by telex, E-mail, and those received late or without document fees will not be entertained.

7.11 The application should sign and stamp each page of the application. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting.



7.12 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the works. The applicants are however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification documents unless it is called for by KIOCL. Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from prequalification/ tendering/ taking up of work in KIOCL. If such applicant happens to be pre – qualified / enlisted applicants in more than one category its name shall be removed from all the categories of the pre- qualified list of Applicants.

8. DECISION MAKING AUTHORITY

KIOCL reserve the right to modify the eligibility criteria, to decide on cut-off date of implementation, to accept or reject any application, to annul the PRE-QUALIFICATION process, to reject all applications or accept new applications at any time, without assigning any reason or incurring any liability to the applicants. This empanelment shall not be binding on KIOCL for any liability till the award of contract.

9. TIME LINES

<u>Event Description</u>	<u>Date</u>
a. Submission of application	on all working days
c. Opening of applications	Shall be intimated later

10. SIGNING AUTHORITY

A person signing the bid or any documents forming part thereof on behalf of the applicants shall be deemed to warrant that he has the requisite authority to sign such document. A Copy of Power of Attorney for the authorized signatory for signing of bid shall be submitted along with bid. If, subsequently it is revealed that the person so signing has no authority to do so, KIOCL may, without prejudice to any other civil and criminal remedies, cancel the empanelment and hold the signatory liable for all costs and damages.

11. VALIDITY

The applications submitted should be valid for minimum of 180 (one hundred and eighty) days from the date of opening. Tenders with inadequate validity will be rejected.

12. CONFIDENTIALITY

All the information, in any form, provided by the Company to the Agency and vice-versa in connection with future tenders shall be kept "Strictly Confidential" by the applicant.

13. FRAUD PREVENTION POLICY

Every one may take note that a "Fraud Prevention Policy" is being followed by KIOCL, which provides a system for prevention/detection/reporting of any fraud. It also forbids 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. KIOCL requires



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that applicants under this contract observe the highest standard of ethics during the execution of this contract.

14. INTEGRITY PACT

Empanelled applicants shall execute Integrity Pact Agreement with KIOCL as per the Integrity Pact Agreement as per ANNEXURE-VI. The following Independent External Monitor (IEM) is nominated for the above work.

Sri. Abhijit Sengupta,
G-1, No. 160, Vth Main
Defence colony, Indiranagar,
BANGALORE – 560038
Phone no. 080-42150654
Email: poile_jit@yahoo.com

15. CONTACT ADDRESS FOR FURTHER INFORMATION

Any clarification / request for further information regarding this EoI should be directed to the following address:

Sri P.Sharma,
The Joint General Manager (Mineral Exploration)
KIOCL Limited (A Government of India Enterprise)
II Block, Koramangala, Bangalore -560 034
Phone No : 080 25537634 / 070220 07371, Fax No. : - 080 2553 2153
E-mail address: bmed@kudreore.com

Yours faithfully,
For KIOCL Limited,

(P.Sharma)
Jt. General Manager (Mineral Exploration)

**ANNEXURE-I****PROCEDURE FOR EMPANALEMENT**

The agencies, who are interested to be “**Empanelled Agencies**”, can submit duly filled empanelment documents along with Enclosures-I to VI, with seal and signature affixed on all the pages confirming their acceptance of the terms and conditions. The requisite documents/ details in support of Eligibility criteria are also required to be furnished along with their request for empanelment. They are also required to furnish non-refundable processing fee of Rs 1,000/- (Rupees One Thousand only) at the time of empanelment.

Empanelment is for generating list of prospective agencies and keeping them on KIOCL's panel for carrying out mineral exploration works in India. This will enable the company to seek quote from the empanelled agencies by giving very short time notice for submission of bids. On empanelment, whenever need arises, for the specific requirement or specific scope of work, Limited tender enquiry (LTE) shall be floated among the Empanelled agencies. Acceptance of bids, evaluation of offers received and placement of order will be as per the terms and conditions laid down in the Limited tender enquiry (LTE).

The empanelled agencies shall be required to submit Tender / Document fee, EMD and SD as per the terms laid down in LTE.

The applicant shall apply for any/ all categories of works indicated below. The applicant shall indicate their choice by selecting the appropriate options in the applicant choice.

Category	Nature of work	Applicants choice
I	Surface Topographical and Geological Survey	Yes / No
II	Exploration drilling works	Yes / No
III	Report preparation	Yes / No

Date:

Place:



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ANNEXURE-II

LETTER OF UNDERTAKING

(To be submitted in Applicant's letter head)

From:

To,

The Joint General Manager (Mineral Exploration)
KIOCL Limited
II Block, Koramangala,
Bangalore -560 034

Sir,

We have read the terms and conditions and other documents of Expression of Interest No. KIOCL/MED/EMPL/01 Dtd 23.06.2015 for empanelment of agencies for carrying out mineral exploration work in India. We hereby submit our qualification and relevant documents.

1. We hereby certify that all the statements made and information supplied in the enclosed Annexures 'I' to 'V' and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. We have submitted the requisite performance reports and authorize the KIOCL LIMITED or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the stipulations given in this prequalification documents and the decision of KIOCL with regard to our prequalification shall be final and binding on us.



5. We have submitted the following certificates in support of our meeting the minimum qualifying criteria of completed work(s) specified in the clause 4 for having successfully completed the following works:

NAME OF WORK CERTIFICATE FROM

- 1.
- 2.
- 3.

This offer is valid for a period of 180 days from the date of opening of the Technical bid.

Enclosures:

Date:

Place:



**ANNEXURE-III****APPLICANTS PROFILE**

(To be submitted in Applicant's letter head)

1. Place of registration
2. Principal place of business
3. Name, address and contact nos of Directors and Principal office
4. Total revenue in INR (in last three years i.e 2012-13, 2013 -14 and 2014-15).
5. Nature of business.
6. Power of attorney for the authorized signatory for submission of bid.
7. Name of the contact person with designation, address, telephone, telex, fax, email etc.
8. Bank details for RTGS/NEFT.
9. Details of the experience of team leader & other team members (Geologists/ Geophysists, Mining engineer, Electrical engineer, Mechanical engineer, Finance and Legal experts)

Sl.No	Name of the Team leader & other team members proposed for this assignment	Qualification of the Team leader & other team member proposed for this assignment	No. of years experience	Role in the present assignment Team leader/ team member	Details of past association
1					
2					
3					
4					
5 and so on					

Date:

Place:



ANNEXURE-IV

WORK EXECUTION DETAILS**I) CATEGORY I – SURFACE TOPOGRAPHICAL AND GEOLOGICAL SURVEY.****a) Completed jobs (During last 10 years)**

Sl. No	Name & Address of the Client	Brief description of work awarded	Work order Number and Date	Extent of area of survey (Ha)	Contour interval of surveying (m)
1					
2					
3					

b) Work in hand

Sl. No	Name & Address of the Client	Brief description of work awarded	Work order Number and Date	Extent of area of survey (Ha)	Contour interval of surveying (m)
1					
2					
3					

II) CATEGORY II – EXPLORATORY DRILLING WORKS**a) Completed jobs (During last 10 years)**

Sl. No	Name & Address of the Client	Brief description of work awarded	Work order Number and Date	Drilling quantity awarded (in mtrs)	Quantum of drilling executed (in mtrs)	Type of drilling (RC / Core/ Combination of both)
1						
2						
3						

b) Work in hand

Sl. No	Name & Address of the Client	Brief description of work awarded	Work order Number and Date	Drilling quantity awarded (in mtrs)	Type of drilling (RC / Core/ Combination of both)
1					
2					
3					

**III)CATEGORY III – GEOLOGICAL REPORT PREPARATION****a) Completed jobs (During last 10 years)**

Sl No	Name & Address of the Client	Brief description of work awarded	Work order Number and Date	Mapping and planning software used.
1				
2				
3				

b) Work in hand

Sl No	Name & Address of the Client	Brief description of work awarded	Work order Number and Date	Mapping and planning software used.
1				
2				
3				

Note : The copy software licenses of the any mapping and planning software like Autocad Civil 3D, Surpac, Minex, Datamine in possession with the applicant shall be enclosed.

Date:

Place:



DETAILS OF EXPLORATORY MACHINERIES AND ANCILLARY EQUIPMENTS IN POSSESSION WITH THE APPLICANT

A) Exploratory Drill machines.

Sl	No. of Rigs	Make & Model	Drilling Capacity		Type of Mechanism (Mechanical/ Hydrostatic)	Type of application (DTH/ Core)	Year of purchase	Present condition of the equipment	Proposed Crew Strength to be deployed per rig (Nos)	
			Avg. Rate of drilling (mtrs/ Hr)	Maximum Drilling depth (in mtrs)					Drilling Crews	Supervision and sampling assistance
1										
2										
3										
4										
5 and so on										

B) Ancillary equipments (like Dozers, Water tanker etc).

Sl	Equipment details	Make & Model	Capacity	Year of purchase	Present condition
1					
2					

Date:

Place:

INTEGRITY PACT

THIS AGREEMENT is entered into between the following Parties:

KIOCL Limited, IInd Block, Koramangala, Bangalore 560 034 hereinafter referred to as
“**The Principal**”,

AND

NAME & ADDRESS OF THE PARTY

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

hereinafter referred to as “ **Consultant**”

Preamble

The Principal intends to award a contract, following its laid-down organizational procedures, for fixing of **Expression of Interest (EoI) No. KIOCL/MED/EMPL/01 Dtd 23.06.2015 for EMPANAELEMENT OF MINERAL EXPLORATION AGENCIES FOR CARRYING OUT MINERAL EXPLORATION WORK (S)**. 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 Tenderer(s) and /or Contractor(s).

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization, "Transparency International" (TI). Following TI'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**" means KIOCL LIMITED, incorporated under the Companies Act 1956, having their registered office at Koramangala, Bangalore – 560 034 and includes their successors.
- b) "**Tenderer**" 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-contractors and suppliers, heirs, executors, administrators, representatives, successors.
- c) "**Contractor**" means the Tenderer whose tender has been accepted by the principal or Company whose tender has been accepted and shall be deemed to include his/ its/ their successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- d) "**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.
- e) "**Party**" means a signatory to this agreement.
- f) "**Contract**" means the contract entered into between the Principal and Tenderer/Contractor 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 Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer 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 mine owner, contractor or sub-contractor or of an employee or a representative or an associate of a mine owner, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the Principal will inform the Vigilance Department of the principal.

Section 2 - Commitments of the Tenderer(s)/Contractor(s):-

2.1 The Tenderer /Contractor 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 Tenderer / Contractor 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 Tenderer / Contractor will not enter with other Tenderers 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 Tenderer / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer / Contractor 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 Tenderer / Contractor of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Tenderer / Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

v) The Tenderer / Contractor 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 Tenderer/ Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

vii) The Tenderer / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.2 Obligation to Ensure Compliance

a). 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-contractors and suppliers.



b). 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

a). If the Tenderer, 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 Tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract, if already signed, for such reason.

b). If the Tenderer / Contractor 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 Tenderer / Contractor 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 Tenderer / Contractor 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.

c). If the Tenderer / Contractor 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.

d). A transgression is considered to have occurred if, in light of all available evidence, a reasonable doubt is possible.

SECTION 4 - Compensation for Damages

a). If the Principal has disqualified the Tenderer 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 Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Tenderer as may be imposed by the Principal as brought out at section **3 above**.



b). 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 contractor, if any, as per the terms of the ITT/Contract shall be forfeited. This is apart from the disqualification of the Tenderer, as may be imposed by the Principal, as brought out at **section 3 above**.

SECTION 5 - Previous Transgression

a) The Tenderer 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.

b) The Tenderer 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 Tenderers/Contractors/ Sub-Contractors

a) The Tenderer / Contractor undertakes to obtain from all sub-contractors 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-contractors.

b) The principal will enter into agreements with identical conditions as that of this Integrity Pact, with all Tenderers / Contractors

c) It is essential for all tenderes / contractors to sign the Integrity Pact with the company if the value of the transaction is more than 30 lakhs. The principal will disqualify from the tender process all tenderers/ contractors 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.
- b) 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.
- c) 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.
- d) 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-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

SECTION 8 - Independent External Monitor/Monitors (IEM)

- a). 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).
- b). The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this agreement.
- c). The Parties will, after submission of a tender; after the award of any contract to them and for the duration of the contract:
 - i) Allow the IEM unrestricted access to all books, records and staff relevant to such tender;



ii) 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-contractors and suppliers.

d). 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.

e). 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.

f). 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.

g). Fee and /or any other incidentals including traveling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.

h). The IEM can only be removed from his appointment, if:

1. All parties agree in writing to remove him: or
2. He resigns: or
3. He is removed from his office by order of a Court having appropriate jurisdiction.

i) On completion of the term by the IEM or if the 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

a). 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.



b). This agreement will expire after 12 months from the date of last payment under the respective Contract for the Contractor, and for all other Tenderers 6 months after the award of the Contract.

SECTION 10 - Other Provisions

a). The Principal will disqualify from the tender process all Tenderers who do not sign this Pact or violate its provisions.

b). 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 Corporate Office, Koramangala, Bangalore –560 034.

c). 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.

d). Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

e). Addresses along with other relevant details of the Chief Executives of the Parties are as given under;

<p style="text-align: center;">PRINCIPAL</p> <p>Chairman-cum-Managing-Director, KIOCL Limited, II-Block, Koramangala, BANGALORE – 560 034, INDIA.</p>	<p>Tel : 080-25531322(O)</p> <p>: 080-25531272(O)</p> <p>Fax : 080-25521584(O)</p>
<p style="text-align: center;">TENDERER/ CONTRACTOR</p> <p>.....</p>	<p>Tel:</p> <p>Mobile:</p> <p>Email:</p> <p>Fax:</p>



f). 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.

g). If the contractor is a partnership or consortium, all partners or consortium members must sign this agreement.

For the Principal

For the Tenderer/ Consultant

Place.....

Place.....

Date

Date

Witness 1:

Witness 1:

(Name & address)

(Name & address)

Witness 2:

Witness 2:

(Name & address)

(Name & address)
