

<p>ಕೆಐಒಸಿಎಲ್ ಲಿಮಿಟೆಡ್ (ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ) ಎರಡನೇ ಹಂತ ಕೋರಮಂಗಲ, ಸರ್ಜಾಪುರ ರೋಡ್, ಬೆಂಗಳೂರು- ೫೬೦ ೦೩೪</p> <p>ಖರೀದಿಯ ಇಲಾಖೆ</p> <p>ದೂರವಾಣಿ: ೦೮೦-೨೫೫೩೧೪೬೧-೭೦ ಇ ಮೇಲ್: bpurchase@kudreore.com ಫ್ಯಾಕ್ಸ್: ೦೮೦-೨೫೫೩೧೪೬೧/೨೫೬೩೦೯೮೪ ವೆಬ್ ಸೈಟ್: www.kiocltd.in</p>	<p>केअइओसीएल लिमिटेड (भारत सरकार का एक उद्यम) II ब्लॉक कोरामंगला, सरजापुर रोड बैंगलूर-560 034</p> <p>क्रय विभाग</p> <p>टेलिफोन: ०८०- २५५३१४६१ - ७० ईमैल: bpurchase@kudreore.com फैक्स: ०८०-२५५३२१५३/२५६३०९८४ वेबसाइट: www.kiocltd.in</p>	<p>KIOCL LIMITED (A Government of India Enterprise) II Block, Koaramangala, Sarjapura Road Bangalore – 560 034</p> <p>PURCHASE DEPARTMENT</p> <p>Telephone: 080 – 25531461 to 70 Email: bpurchase@kudreore.com Fax: 080 - 25532153/25630984 Website: www.kiocltd.in</p>	 <p>KUDREMUKH ಐಎಸ್ಒ 9001, 14001 ಮತ್ತು ಓಹೆಸ್‌ಎಸ್‌ಎಸ್ 18001 ಸಂಸ್ಥೆ अई एस ओ 9001, 14001 तथा ओएचएसएसएस 18001 कम्पनी ISO 9001, 14001 & OHSAS 18001 COMPANY</p>
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APPENDIX-I

PROCEDURE FOR EMPANELMENT OF SUPPLIERS FOR PROCUREMENT OF IRON ORE

KIOCL Limited, a 100% Export Oriented Unit (EOU), invites expression of interest (EOI), from reputed Mining companies/ Traders/ Stockists for empanelment of suppliers for supply of iron ore from indigenous sources as per the specification, terms & conditions enclosed (Enclosure-I & II).

The methodology of Empanelment of Suppliers for supply of iron ore is given below:

1. KIOCL's Empanelment Procedure is hosted on the Company website, www.kiocltd.com, permanently for ready reference of all prospective suppliers.
2. The suppliers, who are interested to empanel themselves as “**Empanelled Suppliers**”, can do so by submitting duly filled in and signed empanelment procedure along with Enclosure-I and II, with seal affixed on all the pages confirming his/ their acceptance of the terms and conditions. The requisite documents/ details in support of Eligibility criteria as per Enclosure-I is required to be furnished along with their request for empanelment.
3. Empanelment will be an ongoing continuous process and any modifications / changes made to the empanelment NIT will be hosted on the company website and also will be intimated to the already empanelled suppliers for obtaining their confirmation/ acceptance for the same.

4. Empanelment is for generating list of prospective suppliers and keeping them on KIOCL's panel of suppliers for procurement of iron ore. This will enable the company to seek quote from the empanelled suppliers by giving very short time for submission of bid.
5. On empanelment, whenever need arises, for the specific requirement, Notice Inviting Tender (NIT) indicating the quantity, mode of delivery, delivery schedule...etc pertaining to the enquiry will be sent to the Empanelled suppliers. The enquiry will be sent through e-mail attachment giving short duration for submitting their quote as detailed in the Notice Inviting Tender (NIT).
6. Acceptance of bids, evaluation of offers received and order placement will be as per the terms and conditions laid down in the Notice Inviting Tender (NIT) at **Enclosure-II** issued to such empanelled suppliers.

Thanking you,

Yours faithfully,
for KIOCL LIMITED,

(R. Manjesh)
DGM (Materials)
Land line: 080-25634776
Fax: (080)25630984/25532153
E-mail: bpurchase@kudreore.com

The following documents are attached herewith

- i) Enclosure-I: Eligibility Criteria for Registering Empanelment of suppliers
- ii) Enclosure-II: Notice Inviting Tender (NIT) - Annexure-1 to 11.

Note:

Interested suppliers may please note that the revised empanelment procedure is in supersession of the earlier procedure hosted. Further, suppliers are also requested to visit our company website periodically from time to time to take note of any future revisions made to the empanelment procedure.

ENCLOSURE-I

ELIGIBILITY CRITERIA FOR REGISTERING EMPANELMENT OF SUPPLIERS

- (a) The bidder must have achieved average annual turnover of minimum of Rs.50Crores (Rupees fifty Crores) for the last three financial years ending 31st March of the previous year. The bidder should submit Audited Balance Sheet and Profit and Loss account to support the above requirement.
- (b) The Bidder should be financially sound and in this regard, must submit solvency certificate for Rupees Ten Crores from any Nationalized / Scheduled Bank in India. Solvency Certificate from Co-Operative & Gramin Banks will not be accepted.
- (c) Bidders having e-mail/ Fax/ PAN Card/ TAN Registration/ Service Tax Registration/ RTGS facilities only will be considered for participating in this tender. In this regard, bidders are required to provide details (wherever applicable) as given below:
- i. E-mail :
 - ii. PAN No. :
 - iii. TAN registration :
 - iv. Service Tax Registration :
 - v. RTGS facility :
 - vi. Bank A/c No. and Type of A/c :
 - vii. Name of the Bank :
 - viii. IFSC Code of Branch Bank :

(d) Suppliers are requested to send non-refundable Registration fee of Rs 5,000/- (Rupees Five Thousand only), for empanelment, in the form of demand draft from Nationalized bank/scheduled bank in favor of "KIOCL Limited", payable at Bangalore. Demand drafts from Co-operative and Gramin Banks will not be accepted. Empanelment request sent without the Registration fee will not be considered and will be summarily rejected.

(e) Those Suppliers, who have submitted non-refundable Registration fee for empanelment, the details as sought above and agreed to Empanelment Procedure in total without any deviations, shall be empanelled for supply of iron ore fines after verification of details and documents submitted by them in support of the above.

Note: The suppliers should satisfy all the criteria specified at (a) to (e) given above. If the bidder fails to qualify in any one of the above criteria, the offer of such bidders will be summarily rejected.

**NOTICE INVITING TENDER
FOR SUPPLY OF IRON ORE FINES**

No. XXXXXXXXXXXXX

Date : XX.XX.XXXX

**TENDER DUE ON
XX.XX.XXXX
(XXXXXXXXXX) AT 14.00
HRS(IST)**

To,

Dear Sirs,

Sub: Supply of Iron Ore Fines to KIOCL on (Mode of delivery will be specified).

With respect to the above subject matter, we request you to submit your quote for supply of XXXX WMT $\pm 10\%$ of iron ore fines (Indigenous) for use in Pellet Plant at Mangalore as per the specification, terms & conditions etc indicated in the terms & conditions of the NIT enclosed.

YOU SHALL SUBMIT YOUR BID AS DETAILED AT CLAUSE-1, SUBMISSION OF TENDER DOCUMENTS.

1. **Submission of Tenders :**

- a) Please quote your price based on the "XXXXXXXXXXXXXXXXXXXX", including all taxes & statutory levies as applicable and freight charges, except CST/VAT.
- b) The tenders complete in all respects conforming to the Specification, commercial Terms & Conditions and General Conditions for Indigenous Supply KIOCL- P/1 shall be submitted as under:

1.1 Cover.1 – Earnest Money Deposit & Tender Document Fee:

- a. **Earnest Money Deposit:** The bidders shall furnish an interest free Earnest Money Deposit of Rs.XXXXX/- (Rupees XXXXXX only) by way of **Demand Draft/RTGS** in favour of KIOCL Limited, payable at Bangalore along with the tender.
- b. The Earnest Money Deposit (EMD) shall be enclosed in a separate sealed cover duly superscribed "**COVER.1 - EARNEST MONEY DEPOSIT,**", indicating Tender number & Date and Due Date of Opening of the Tender.

1.2 **Cover.2 – Techno Commercial Tender comprising of**

- (a) Check list for submission of bid : Annexure - 1
- (b) Specification of iron ore fines: 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 Price Bid: Annexure- 5 (to be submitted in a separate sealed cover)
- (f) Sampling testing procedures followed in KIOCL: Annexure-6
- (g) Details of Mines and facilities of bidder : Annexure-7
- (h) Business Rule for e-auction : Annexure-8
- (i) Integrity Pact between KIOCL and the Bidder : Annexure-9
- (j) Format of Bank Guarantee for Security Deposit : Annexure-10
- (k) Particulars of Bank details for making payment through RTGS mode : Annexure-11

The Techno-Commercial tender comprising the above shall be enclosed in a separate sealed cover duly superscribed as "**COVER.2 – TECHNO-COMMERCIAL BID**", indicating Tender number & Date and Due Date of Opening of Tender.

1.3 **Cover.3 – Price BID :**

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

1.4 **Cover.4 – Common Outer Cover :**

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

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 front of the office of;

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

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

3. **TENDER OPENING:**

i) **Techno-Commercial Bid opening:**

Techno-commercial Tenders submitted as above will be opened at the above address at **3 PM on XX.XX.XXXX**. 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.

ii) **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 e-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 and EMD will be forfeited. The company also reserves the right to ban such bidders for future participation in the tender.

6. **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 e-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 tenders. Placement of order shall be considered on the L-1 price so arrived.
- d) In case of L-1 price discovered through e-reverse auction and L-1 price found on opening of sealed price bid, being same, between two different parties, KIOCL Limited shall place the order on the bidder whose L-1 price 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-1 basis.

Thanking you,

Yours faithfully,
for KIOCL LIMITED,

(XXXX)

XXXXXXXX (Materials)

Land line: 080-25634776

Fax: (080)25630984/25532153

E-mail: bpurchase@kudreore.com

Encl: The following enclosures are attached herewith:

- Annexure-1: Check list for submission of bid.
Annexure-2: Acceptance to Specification if iron ore fines.
Annexure-3: Acceptance to Purchaser's Commercial Terms & Conditions including General Conditions for Indigenous Supply KIOCL- P/1.
Annexure-4: Un Priced Bid.
Annexure-5: Price Bid
Annexure-6: Acceptance of sampling testing procedure followed in KIOCL.
Annexure-7: Details of Mines and facilities of bidder.
Annexure-8: Business Rule for e-auction.
Annexure-9: Integrity Pact between KIOCL and the Bidder.
Annexure-10: Format of bank guarantee for Security deposit.
Annexure-11: Particulars payment through RTGS mode

Note: Format for Bank Guarantee & Integrity Pact Agreement copy can be down loaded from KIOCL web site:
www.kiocltd.com

ANNEXURE-1
CHECK LIST FOR SUBMISSION OF BID

1	Details of EMD furnished.	
2	Security Deposit	Acceptance Indicated Yes/ No
3	Confirmation to supply iron ore fines as per Annexure-1	Acceptance Indicated Yes/ No
4	Confirmation of Acceptance of Specification of iron ore fines as per Annexure-2	Acceptance Indicated Yes/ No
5	Confirmation to acceptance to Purchaser's Commercial Terms & Conditions including General Conditions for Indigenous Supply, KIOCL- P/1-Annexure-3.	Acceptance Indicated Yes/ No
6	Un-priced Bid (without price) enclosed with Techno-Commercial Bid (Annexure 4)	Acceptance Indicated Yes/ No
7	Price Bid: Total Delivered Cost of material indicated in Annexure-5 (Please note that offers made on Ex-Mines basis will not be considered)	Acceptance Indicated Yes/ No
8	Acceptance to sample testing procedure as followed in KIOCL. (Annexure-6)	Acceptance Indicated Yes/ No
9	Details of Mines & Facilities with supporting documents furnished as per Annexure-7	Enclosed Yes/ No
10	Confirmation to acceptance to KIOCL's Business rules for participating in the e-reverse auction as per Annexure-8	Acceptance Indicated Yes/ No
11	Confirmation of acceptance of Integrity Pact Agreement (Annexure-9)	Signed Copy attached Yes/ No
12	Confirmation of acceptance of KIOCL's Evaluation of Tenders.	Acceptance Indicated Yes/ No
13	Confirmation to acceptance that iron ore is sourced from legitimate source only and it will be ensured that iron ore fines from illegitimate source is not supplied.	Acceptance Indicated Yes/ No
14	Confirmation to adherence to applicable statutory laws pertaining to iron ore selling/ purchase.	Acceptance Indicated Yes/ No
15	Confirmation to acceptance to RTGS payment as per annexure-11	Acceptance Indicated Yes/ No
16	Furnished Documents in support of eligibility criteria	Yes/No

SPECIFICATION OF IRON ORE FINES

a) **Fe** : **64% Guaranteed**

[Fe above 64% will be accepted with bonus as per clause 12(a) of Annexure-3]

[Fe below 64% and up to 63% will be accepted with penalty as per clause 12(b) of Annexure-3]

[Fe below 63% and up to 62% will be accepted with penalty as per clause 12(c) of Annexure-3]

[Fe below 62% and up to 61% will be accepted with penalty as per clause 12(d) of Annexure-3]

[In case Iron ore fines are supplied with Fe content less than 61%, the same shall not be returned to the supplier and a token payment of Rs.1/- Per WMT (Rupees One only per WMT) will be made by KIOCL to the supplier as per clause 12(e) of Annexure-3].

b) **SiO₂ + Al₂O₃** : **6% max (Al₂O₃-2% max)**

[Al₂O₃ above and up to 2.5% will be accepted with penalty as per clause 12(f) of Annexure-3]

c) **Moisture** : **5% max**

[Above 5% moisture, to the extent it exceeds 5% limit, acceptance will be at corresponding reduction on quantity supplied.]

d) **Sulphur** : **0.01% max**

e) **Phosphorus** : **0.04% max**

f) **Size** : **(-) 10mm**

g) **Tolerance** : **(+) 10mm : 5% max**
(-100mesh) : 15% max

Confirmation by Bidder
We hereby agree to supply Iron Ore Fines of above specification.

COMMERCIAL TERMS AND CONDITIONS

1. **Material:** IRON ORE FINES.
2. **Quantity:** XXXXX WMT \pm 10 %
3. **Price:**

- a) For option 6.1,6.2, 6.3 & 6.4:

Bidders are requested to submit their Quotations only in INR, on “TOTAL DELIVERED COST” at Pellet Plant, KIOCL, Mangalore Stock Yard basis.

- b) For option 6.5, i.e., delivery on FOB Load Port loaded on to vessel basis:

Bidders are requested to submit their Quotations only in INR, on “FOB, Load Port - Loaded on to Vessel” basis.

- c) For option 6.6, i.e., delivery on FOR Load Port basis:

Bidders are requested to submit their Quotations only in INR, on “FOR, Load Port basis”.

- d) For option 6.7, i.e., delivery on CIF, New Mangalore Port, India, basis:

Bidders are requested to submit their Quotations only in INR, on “CIF, delivered to New Mangalore Port, India, basis”.

- e) For option 6.8, i.e., delivery on CFR, New Mangalore Port, India, basis:

Bidders are requested to submit their Quotations only in INR, on “CFR, delivered to New Mangalore Port, India, basis”.

- b) The price quoted by the Bidder shall be firm during the Bidder’s Performance of the contract and shall not be subjected to any escalation/variation on any account, except variations as per the provisions of clause no.12 on price adjustment & clause no.13 on price variation. Bid submitted with adjustable price/ variable price/ conditional price will be treated as non-responsive and rejected.
- c) **STATUTORY LEVIES AND TAXES:** Price quoted should be inclusive of all taxes and statutory levies except VAT/CST.
- d) Any additional levies and Taxes. i.e. either new or Revisions to the existing ones introduced by the Government during the currency of the contract, with a character of being passed on

to the buyer , the same shall be paid extra by KIOCL to the Seller on exhibiting the same in the invoice or recoverable from the Seller as the case may be.

The value of statutory levies (if any) presently applicable shall be indicated in the blanked price bid in Annexure-4 and in the price bid (Annexure-5).Please note, KIOCL will issue only 'C' Form for inter-state sales and is not entitled to issue any other forms for concessional sales tax.

4. Paying Authority:

XXXXX (F &A) KIOCL, Pellet Plant, KIOCL, Mangalore - 575 010 or his authorized representative.

5. Consignee:

XXXX (Stores) KIOCL, Pellet Plant, KIOCL, Mangalore - 575 010 or his authorized representative.

6. Delivery:

Supplies can be made by Road or through Rail or through Road cum sea route or through Rail cum Sea route by Coastal movement or on FOB Load Port loaded on to vessel basis or FOR load port basis or CIF, New Mangalore Port, India basis or CFR, New Mangalore Port, India basis. The delivery and other details are furnished below.

6.1 Supply of IOF on DELIVERED COST basis at Pellet Plant, KIOCL, Mangalore Stock Yard. Transportation by road movement only.

6.1.1 Delivery:

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

(Note: Movement of iron ore fines through Railway Rakes is strictly not permitted)

6.1.2 SAMPLING AND DETERMINATION OF QUALITY:

As per (BIS) IS: 1405 – 1982 sampling procedure, sampling shall be carried out from the loaded tippers at KIOCL, Pellet Plant weigh Bridge by a Registered Assayer, who is acceptable to both KIOCL and the supplier. The cost for the analysis done at the unloading point will be to KIOCL account.

Representatives each from the supplier and KIOCL will be associated for determining the quality right from collection of sample till the sample is tested in the Laboratory of registered assayer. The results obtained thereof are binding on both the parties and

shall be final for both acceptance of material as well as for payment besides all applicable clauses in this tender.

6.1.3 DETERMINATION OF MOISTURE:

For determining moisture content, samples from the loaded tippers at KIOCL, Pellet Plant weigh Bridge will be collected and the same will be analyzed by a registered assayer acceptable to both KIOCL and the supplier. The results obtained thereof are binding on both the parties and shall be final for payment besides all applicable clauses in this tender. During this analysis, the supplier shall ensure deployment of his representative for witnessing the tests, if required.

6.2 Supply of IOF on DELIVERED COST basis at Pellet Plant, KIOCL, Mangalore Stock Yard. Transportation by Road Cum Sea Route to NMPT & thereafter to KIOCL Stock Yard by Tipplers:

6.2.1 DELIVERY:

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

The successful bidder shall make arrangements for transportation of iron ore fines from the mine head/ stock yard and up to the Load Port identified by the successful bidder for loading on to the ship. Thereafter it will be shipped to New Mangalore port (i.e., Discharge Port).

The item initially unloaded at New Mangalore Port has to be shifted to KIOCL Stock yard by the successful bidder through tipplers. The quality as analyzed by the registered assayer and quantity as recorded at our Pellet Plant Weigh Bridge after accounting for moisture in excess of 5% will be final for all purposes. Accordingly, the supplier will have to make his own arrangement for loading of iron ore fines on to the Ship at the respective ports and also arrange for unloading material at New Mangalore Port from the Ship to the Wharf and then for loading on to Trucks for shifting to our Pellet Plant stock yard, i.e., till the material is delivered at Pellet Plant, KIOCL, Mangalore Stock Yard.

(Note: Movement of iron ore fines through Rakes is strictly not permitted)

6.2.2 SAMPLING AND DETERMINATION OF QUALITY:

(a) Load Port Analysis:

The supplier has to ensure that iron ore fines as per guaranteed specification only is loaded. To ensure the same, quality of iron ore fines being loaded should be sampled and analyzed as per (BIS) IS: 1405 – 1982 sampling procedure by a registered assayer acceptable to both

the successful bidder and KIOCL. The cost for the analysis done at the load port will be to the account of the successful bidder. If the material converged at load port is not as per KIOCL requirement then the same will not be loaded on to the vessel and the successful bidder is required to offer fresh material for sampling and subsequent loading .

(b) Discharge port analysis:

Upon receipt of the material at the discharge port, for determining quality (including moisture), once again the sampling and analysis shall be carried out as per (BIS) IS:1405 1982 Sampling procedure, by a registered assayer acceptable to both the successful bidder and KIOCL. The analysis done at the discharge Port for Quality will be final and binding for all purposes including payment. The cost for the analysis done at the discharge port will be to KIOCL account.

The assaying agency at load port and discharge port will be preferably the same agency only.

6.2.3 Determination of Moisture:

The moisture content as determined by a registered assayer as above is binding on both the parties and shall be final for payment besides all applicable clauses in this tender.

6.3 Supply of IOF on DELIVERED COST basis at Pellet Plant, KIOCL, Mangalore Stock Yard. Transportation of IOF through Railway Rakes to designated siding & thereafter to KIOCL Stock Yard by Tippers:

6.3.1 Delivery:

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

Subject to availability, KIOCL will permit the use of its Private Railway Siding (bearing Alpha-Numerical code "PNKI 06529006") at Panambur Marshalling Yard, Mangalore for unloading of Iron ore transported through rakes. As such, the successful Bidder will have to make use of the other sidings at Panambur at New Mangalore Port Trust or nearby sidings. In this regard, the successful bidder has to make necessary arrangements by taking up with NMPT.

KIOCL shall furnish the requisite documents for facilitating transportation of Iron ore through rakes for delivering to KIOCL for its domestic use.

However, the supplier will have to make his own arrangement for both indenting/allotment of rakes and arrange for unloading material from rakes at KIOCL private Railway siding / NMPT siding at Panambur, Mangalore/near by sidings and shifting to our Pellet Plant stock

yard by TIPPERS by road from Railway siding, i.e., till the material is delivered at Pellet Plant, KIOCL, Mangalore Stock Yard.

In such cases sampling will be done taking the rake as a unit for quality determination and Payment will be released as per payment clause, for the quality as recorded by a registered assayer acceptable to both the successful bidder and KIOCL. and quantity as recorded at our Pellet Plant Weigh Bridge after adjusting the quantity for moisture in excess of 5%.

6.3.2 SAMPLING AND DETERMINATION OF QUALITY:

As per (BIS) IS: 1405 – 1982 sampling procedure, sampling shall be carried out while unloading the Rake by a Registered Assayer who is acceptable to both KIOCL and the successful Bidder. The cost for the analysis done at the discharge port will be to KIOCL account.

Representative/(s) from the supplier and KIOCL will be associated for determining the quality right from collection of sample till the sample is tested in the Laboratory. The results obtained thereof are binding on both the parties and shall be final for both acceptance of material as well as for payment besides all applicable clauses in this tender. In such cases sampling will be done taking the rake as a unit for quality determination and Payment will be released for the quality as recorded by registered assayer and quantity as recorded at our Pellet Plant Weigh Bridge after adjusting the quantity for moisture in excess of 5%. Quality determination shall be done taking one rake as unit.

6.3.3 DETERMINATION OF MOISTURE:

For determining moisture content, samples from the loaded tippers at KIOCL, Pellet Plant weigh Bridge will be collected and the same will be analyzed by a registered assayer acceptable to both KIOCL and the supplier. The results obtained thereof are binding on both the parties and shall be final for payment besides all applicable clauses in this tender. During this analysis, the supplier shall ensure deployment of his representative for witnessing the tests, if required.

6.4 Supply of IOF on DELIVERED COST basis at Pellet Plant, KIOCL, Mangalore Stock Yard. Transportation by Rail Cum Sea Route to NMPT & thereafter to KIOCL Stock Yard by Tippers:

6.4.1 Delivery:

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

In case the successful bidder intends to undertake movement of ore by Ship through Coastal movement, KIOCL shall furnish the requisite documents for facilitating transportation of Iron ore through rakes for delivering to KIOCL for its domestic use, for transporting up to the Load Port identified by the successful bidder for loading on to the ship. Thereafter it will be shipped to New Mangalore port (i.e., Discharge Port). Alternatively, the material can also be transported through trucks by road movement from the mine head /stock yard and up to the load port.

The item initially unloaded at New Mangalore Port has to be shifted to KIOCL Stock yard by the successful bidder through tippers. The quality as analyzed by the registered assayer and quantity as recorded at our Pellet Plant Weigh Bridge after accounting for moisture in excess of 5% will be final for all purposes. Accordingly, the supplier will have to make his own arrangement for loading of iron ore fines on to the Ship at the respective ports and also arrange for unloading material at New Mangalore Port from the Ship to the Wharf and then for loading on to Trucks for shifting to our Pellet Plant stock yard, i.e., till the material is delivered at Pellet Plant, KIOCL, Mangalore Stock Yard.

6.4.2 SAMPLING AND DETERMINATION OF QUALITY :

(a) Load Port Analysis:

The supplier has to ensure that iron ore fines as per guaranteed specification only is loaded. To ensure the same, quality of iron ore fines being loaded should be sampled and analyzed as per (BIS) IS: 1405 – 1982 sampling procedure by a registered assayer acceptable to both the successful bidder and KIOCL. The cost for the analysis done at the load port will be to the account of the successful bidder. The load port results are only indicative purpose. If the material converged at load port is not as per KIOCL requirement then the same will not be loaded on to the vessel and the successful bidder is required to offer fresh material for sampling and subsequent loading.

(b) Discharge port analysis:

Upon receipt of the material at the discharge port, for determining quality (including moisture), once again the sampling and analysis shall be carried out as per (BIS) IS:1405 1982 Sampling procedure, by a registered assayer acceptable to both the successful bidder and KIOCL. The analysis done at the discharge Port for Quality will be final and binding for all purposes including payment. The cost for the analysis done at the discharge port will be to KIOCL account.

The assaying agency at load port and discharge port will be preferably the same agency.

6.4.3 DETERMINATION OF MOISTURE:

The moisture content as determined by a registered assayer as above is binding on both the parties and shall be final for payment besides all applicable clauses in this tender.

6.5 Supply of IOF on “FOB Load Port - Loaded on to Vessel” basis:

6.5.1 DELIVERY:

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

The successful bidder shall make necessary arrangements for transportation of iron ore fines by road or by Railway rakes from the mine head/ stock yard and up to Plot owned by the successful bidder at the Port of loading. Subsequently the Iron ore fines have to be loaded by the successful bidder in the vessel to be nominated by KIOCL for transporting the same to New Mangalore Port (NMPT).

In case the successful bidder intends to undertake movement of ore by railway rakes up to load port, KIOCL shall furnish the requisite documents for facilitating transportation of Iron ore through rakes for delivering to KIOCL for its domestic use, for transporting up to the Load Port identified by the successful bidder for loading on to the ship

However, the supplier will have to make his own arrangement for both indenting/allotment of rakes and arrange for unloading material from rakes at their plot at load port.

Note:

In this option there will be two modes for transporting the material up to the Port of loading either through road movement or through Railway rakes. The choice on mode of transport will be decided by KIOCL at the time of specific enquiry and based on KIOCL's requirements.

6.5.2 SAMPLING AND DETERMINATION OF QUALITY:

Load Port Analysis :

The supplier has to ensure that iron ore fines as per guaranteed specification (Including Moisture) only is loaded. To ensure the same, quality of iron ore fines being loaded should be sampled and analyzed as per (BIS) IS: 1405 – 1982 sampling procedure by a registered assayer acceptable to both the successful bidder and KIOCL. The cost for the analysis done at the load port will be to KIOCL account.

The analysis done at the Load Port for Quality will be final and binding for all purposes including payment. If the material converged at load port is not as per KIOCL requirement then the same will not be loaded on to the vessel and the successful bidder is required to offer fresh material for sampling and subsequent loading .

6.5.3 Determination of Moisture:

The moisture content as determined by a registered assayer as above is binding on both the parties and shall be final for payment besides all applicable clauses in this tender.

6.6 Supply of IOF on “FOR Load Port” basis:

6.6.1 DELIVERY:

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

The successful bidder shall make necessary arrangements for transportation of iron ore fines by road or by Railway rakes from the mine head/ stock yard and up to Plot owned by the successful bidder at the Port of loading. Subsequently KIOCL will make necessary arrangements to load iron ore fines in the vessel to be nominated by KIOCL for transporting the same to New Mangalore Port (NMPT).

In case the successful bidder intends to undertake movement of ore by railway rakes up to load port, KIOCL shall furnish the requisite documents for facilitating transportation of Iron ore through rakes for delivering to KIOCL for its domestic use, for transporting up to the Load Port identified by the successful bidder for loading on to the ship

However, the supplier will have to make his own arrangement for both indenting/allotment of rakes and arrange for unloading material from rakes at their plot at load port.

Note:

In this option there will be two modes for transporting the material up to the Port of loading either through road movement or through Railway rakes. The choice on mode of transport will be decided by KIOCL at the time of specific enquiry and based on KIOCL's requirements.

6.6.2 SAMPLING AND DETERMINATION OF QUALITY:

Load Port Analysis :

The supplier has to ensure that iron ore fines as per guaranteed specification (Including Moisture) only is loaded. To ensure the same, quality of iron ore fines being loaded should be sampled and analyzed as per (BIS) IS: 1405 – 1982 sampling procedure by a registered assayer acceptable to both the successful bidder and KIOCL. The cost for the analysis done at the load port will be to KIOCL account.

The analysis done at the Load Port for Quality will be final and binding for all purposes including payment. If the material converged at load port is not as per KIOCL requirement then the same will not be loaded on to the vessel and the successful bidder is required to offer fresh material for sampling and subsequent loading.

6.6.3 Determination of Moisture:

The moisture content as determined by a registered assayer as above is binding on both the parties and shall be final for payment besides all applicable clauses in this tender.

6.7 Supply of IOF on “CIF, New Mangalore Port, India” basis:

6.7.1 DELIVERY:

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

The successful bidder shall make necessary arrangements for transportation of iron ore fines by road or by Railway rakes from the mine head/ stock yard and up to Plot owned by the successful bidder at the Port of loading. Subsequently the seller shall charter suitable vessel and shall make necessary arrangements to load iron ore fines in the vessel nominated by them for transporting the same to New Mangalore Port (NMPT).

In case the successful bidder intends to undertake movement of ore by railway rakes up to load port, KIOCL shall furnish the requisite documents for facilitating transportation of Iron ore through rakes for delivering to KIOCL for its domestic use, for transporting up to the Load Port identified by the successful bidder for loading on to the ship

However, the supplier will have to make his own arrangement for both indenting/allotment of rakes and arrange for unloading material from rakes at their plot at load port.

Note:

In this option there will be two options of transporting the material up to the Port of loading either through road movement or through Railway rakes. The choice on mode of transport will be decided by KIOCL at the time of specific enquiry and based on KIOCL's requirements.

6.7.2 SAMPLING AND DETERMINATION OF QUALITY:

Load Port Analysis :

The supplier has to ensure that iron ore fines as per guaranteed specification (Including Moisture) only is loaded. To ensure the same, quality of iron ore fines being loaded should be sampled and analyzed as per (BIS) IS: 1405 – 1982 sampling procedure by a registered assayer acceptable to both the successful bidder and KIOCL. The cost for the analysis done at the load port will be to the account of successful bidder. Load port analysis results are only indicative for loading the cargo.

The buyer, if necessary, may depute its representative or its nominated agency at his cost to witness and observe the loading operations at the mine head, Railway Siding at mine head and at loading port / port plot. Seller should extent full co-operation to buyer to achieve this objective. If the material converged at load port is not as per KIOCL requirement then the same will not be loaded on to the vessel and the successful bidder is required to offer fresh material for sampling and subsequent loading .

DISCHARGE PORT ANALYSIS:

Upon receipt of the material at the discharge Port, for determining quality (including moisture), analysis will be carried out by a registered assayer acceptable to both Seller and buyer. The analysis done at the discharge port for quality will be final and binding for all purposes including payment. The cost for the analysis done at the discharge port will be to KIOCL account.

6.7.3 Determination of Moisture:

The moisture content as determined at the discharge port by a registered assayer as above is binding on both the parties and shall be final for payment besides all applicable clauses in this tender.

6.8 Supply of IOF on “CFR, New Mangalore Port, India” basis:

6.8.1 DELIVERY:

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

The successful bidder shall make necessary arrangements for transportation of iron ore fines by road or by Railway rakes from the mine head/ stock yard and up to Plot owned by the successful bidder at the Port of loading. Subsequently the seller shall charter suitable

vessel and shall make necessary arrangements to load iron ore fines in the vessel nominated by them for transporting the same to New Mangalore Port (NMPT).

In case the successful bidder intends to undertake movement of ore by railway rakes up to load port, KIOCL shall furnish the requisite documents for facilitating transportation of Iron ore through rakes for delivering to KIOCL for its domestic use, for transporting up to the Load Port identified by the successful bidder for loading on to the ship.

However, the supplier will have to make his own arrangement for both indenting/allotment of rakes and arrange for unloading material from rakes at their plot at load port.

Note:

In this option there will be two options of transporting the material up to the Port of loading either through road movement or through Railway rakes. The choice on mode of transport will be decided by KIOCL at the time of specific enquiry and based on KIOCL's requirements.

6.8.2 SAMPLING AND DETERMINATION OF QUALITY:

Load Port Analysis :

The supplier has to ensure that iron ore fines as per guaranteed specification (Including Moisture) only is loaded. To ensure the same, quality of iron ore fines being loaded should be sampled and analyzed as per (BIS) IS: 1405 – 1982 sampling procedure by a registered assayer acceptable to both the successful bidder and KIOCL. The cost for the analysis done at the load port will be to the account of successful bidder. Load port analysis results are only indicative for loading the cargo.

The buyer, if necessary, may depute its representative or its nominated agency at his cost to witness and observe the loading operations at the mine head, Railway Siding at mine head and at loading port / port plot. Seller would extent full co-operation to buyer to achieve this objective. If the material converged at load port is not as per KIOCL requirement then the same will not be loaded on to the vessel and the successful bidder is required to offer fresh material for sampling and subsequent loading.

DISCHARGE PORT ANALYSIS:

Upon receipt of the material at the discharge Port, for determining quality (including moisture), analysis will be carried out by a registered assayer acceptable to both Seller and buyer. The analysis done at the discharge port for quality will be final and binding for all purposes including payment. The cost for the analysis done at the discharge port will be to KIOCL account.

6.8.3 Determination of Moisture:

The moisture content as determined at the discharge port by a registered assayer as above is binding on both the parties and shall be final for payment besides all applicable clauses in this tender.

7. DETERMINATION OF QUANTITY AND WEIGHMENT:

7.1 DELIVERY BY ROAD (for option 6.1):

The weight of the material in WMT (with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above) as recorded at KIOCL, Pellet Plant Weigh Bridge at Panambur, Mangalore shall be final for all purposes including payment. The loaded tipper and empty tipper will be weighed every time at Pellet Plant, weighbridge and difference between the two weights (with moisture content up to 5%) is considered as weight of material received. However, in case of supplies made with moisture content more than 5%, to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced from our weighbridge recorded quantity and will be accordingly accounted.

7.2 DELIVERY BY SHIP BY ROAD CUM SEA ROUTE (for option 6.2):

The weight of the material in WMT (with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above) as recorded at KIOCL, Pellet Plant Weigh Bridge at Panambur, Mangalore shall be final for all purposes including payment. The loaded tipper and empty tipper will be weighed every time at Pellet Plant, weighbridge and difference between the two weights (with moisture content up to 5%) is considered as weight of material received. However, in case of supplies made with moisture content more than 5%, to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced from our weighbridge recorded quantity and will be accordingly accounted.

7.3 DELIVERY BY RAKES (for option 6.3):

The weight of the material in WMT (with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above) as recorded at KIOCL, Pellet Plant Weigh Bridge at Panambur, Mangalore shall be final for all purposes including payment. The loaded tipper and empty tipper will be weighed every time at Pellet Plant, weighbridge and difference between the two weights (with moisture content up to 5%) is considered as weight of material received. However, in case of supplies made with moisture content more than 5%, to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced from our weighbridge recorded quantity and will be accordingly accounted.

7.4 DELIVERY BY SHIP THROUGH RAIL CUM SEA ROUTE (for option 6.4):

The weight of the material in WMT (with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above) as recorded at KIOCL, Pellet Plant Weigh Bridge at Panambur, Mangalore shall be final for all purposes including payment. The loaded tipper and empty tipper will be weighed every time at Pellet Plant, weighbridge and difference between the two weights (with moisture content up to 5%) is considered as weight of material received. However, in case of supplies made with moisture content more than 5%, to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced from our weighbridge recorded quantity and will be accordingly accounted.

7.5 DELIVERY ON FOB LOAD PORT LOADED ON TO VESSEL BASIS (for option 6.5):

7.5.1 The determination of the quantity at the load port will be carried out by conducting draft survey by the independent surveyor acceptable to both the successful bidder and KIOCL. The cost for the survey done at the load port will be to KIOCL account.

7.5.2 The weight of the material in WMT [with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above] as per load port draft survey report shall be final all purposes including payment. However, , in case of supplies made with moisture content more than 5% , to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced and quantity will be accordingly accounted.

7.6 DELIVERY ON FOR LOAD PORT BASIS (for option 6.6):

7.6.1 The determination of the quantity at the load port will be carried out by conducting draft survey by the independent surveyor acceptable to both the successful bidder and KIOCL. The cost for the survey done at the load port will be to KIOCL account.

7.6.2 The weight of the material in WMT [with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above] as per load port draft survey report shall be final all purposes including payment. However, , in case of supplies made with moisture content more than 5% , to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced and quantity will be accordingly accounted.

7.7 DELIVERY ON CIF, New Mangalore Port, India” basis (for option 6.7) :

7.7.1 The determination of the quantity at the discharge Port will be carried out by conducting draft survey by an independent surveyor appointed by the buyer

and in consultation with seller. The cost for the survey done at the discharge Port will be to KIOCL account.

7.7.2 The weight of the material in WMT (with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above) as per discharge port draft survey report shall be final for all purposes including payment. However, in case of supplies made with moisture content more than 5%, to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced and quantity will be accordingly accounted.

7.8 DELIVERY ON CFR, NEW MANGALORE PORT, INDIA, BASIS (for option 6.8):

7.8.1 The determination of the quantity at the discharge Port will be carried out by conducting draft survey by an independent surveyor appointed by the buyer and in consultation with seller. The cost for the survey done at the discharge port will be to KIOCL account.

7.8.2 The weight of the material in WMT (with moisture content up to 5% as per specification and as analyzed and as determined by a registered assayer as above) as per discharge port draft survey report shall be final for all purposes including payment. However, in case of supplies made with moisture content more than 5%, to the extent it exceeds 5%, quantity of material supplied will be correspondingly reduced and quantity will be accordingly accounted.

8. UNLOADING & STACKING (Applicable for option 6.1, 6.2, 6.3 & 6.4 only):

Unloading of iron ore fines brought by tippers from Ship unloading point / Railway Siding/ trucks from the mine head and stacking shall be by the successful bidder at designated place at Pellet Plant, KIOCL, Mangalore stock yard strictly as per instructions of KIOCL authorities. Unloading will be done on round the clock basis as per requirement on all days including Sundays and holidays.

All instructions given by KIOCL regarding the transportation / Unloading / Dumping of the material at places like approach roads, outside stock yard shall be strictly followed and with reference to spillage enroute, the same shall be cleared by the supplier immediately as per KIOCL Engineers directions.

Strict discipline shall be adhered to in dumping of material by the supplier and a skilled supervisor shall be deployed by him for this purpose round the clock for ensuring compliance of KIOCL's instructions.

9. PAYMENT:

a) Payment for first four options:

(for options 6.1, 6.2, 6.3 & 6.4)

100% payment will be made against your lot wise/ rake wise bills in 5 copies supported by list of consignments indicating Lorry No./ Rake No., DC (delivery challan) No/ RR (railway receipt) No. & Date and quantity delivered at site certified by our Mangalore Stores along with the Analysis Certificate of the Registered Assayer. Payment will be made on the basis of WMT (Wet Metric Tonnes basis only), after adjusting for moisture as per weighment clause and subject to clause No.12 on Price adjustment & clause on No.13 on price variation as indicated in the tender. All efforts would be made to release payment within 7 working days from the date of submission of bills at our Mangalore office. Payment will be made from KIOCL through RTGS / e-Payment mode only.

b) Payment on FOB Load Port loaded on to vessel basis & FOR Load Port basis:

(for options 6.5 & 6.6)

KIOCL will open an irrevocable Letter of Credit (LC) for 100% value of each shipment on FOB Load Port, loaded on to the vessel basis/ FOR load port basis, in favour of the beneficiary for the shipment. The payment will be released in two stages as under.

90% will be released against submission of the following original documents through our Bankers:

- a) 3/3 Negotiable Bills of Lading (Charter Party Bill of Lading acceptable)
- b) Provisional Commercial Invoice
- c) Load Port Draft Survey Report
- d) Load Port Sampling and Analysis Report.

Balance 10% will be released against Seller's final invoice within 45 days from the date of shipment or against Goods Receipt Note to be issued by the buyer, whichever is earlier.

c) Payment on CIF & CFR, New Mangalore Port, India" basis

(for options 6.7 & 6.8)

KIOCL will open an irrevocable Letter of Credit for 100% value of each shipment on CIF, New Mangalore Port, India basis /CFR, New Mangalore Port, India basis, in favour of the beneficiary for the shipment. The payment will be released in two stages as under.

90% will be released against submission of the following original documents through our Bankers:

- a) 3/3 Negotiable Bills of Lading (Charter Party Bill of Lading acceptable)
- b) Provisional Commercial Invoice
- c) Discharge Port Draft Survey Report
- d) Discharge Port Sampling and Analysis Report.

Balance 10% will be released against Seller's final invoice within 45 days from the date of shipment or against Goods Receipt Note to be issued by the buyer, whichever is earlier.

10. EARNEST MONEY DEPOSIT:

- a) Tender must be accompanied by a crossed DD in favour of KIOCL Limited, Bangalore for Rs.XXXX/-(Rupees XXXXX) issued by any Nationalized or scheduled Bank and payable at Bangalore as EMD, which will not carry any interest. EMD from Co-operative Banks will not be accepted. EMD can also be remitted through RTGS Transfer.
- b) EMD of Rs.XXXX /- (Rupees XXXX) shall be refunded to the unsuccessful bidder after identification of the L-1 bidder.
- c) The EMD will be forfeited if the tender is revoked during its validity period by the bidder or the bidder increases the prices unilaterally after opening of the tender and during the validity period of the tender or the successful bidder fails to submit the Security Deposit (Bank Guarantee), as stipulated in Clause 11, within the specified period or the successful bidder does not accept the LOI/Purchase Order and does not commence supplies within the specified period.
- d) EMD of the successful bidder shall be returned on submission of security deposit.

11. SECURITY DEPOSIT (SD):

The successful bidder shall furnish Demand Draft/Bank Guarantee in lieu of Security Deposit equivalent to 10% of the total value of the contract, within 15 days from the date of issue of Purchase Order. The Demand Draft /Bank Guarantee should be issued by any Nationalized or Scheduled Bank, which will not carry any interest. The Bank Guarantee and Demand Draft from Co-operative and Gramin Banks will not be accepted. In case Bank Guarantee is submitted, it should be as per the prescribed format and kept valid for a period of one year from work order date with a claim period of 6 months thereafter for proper fulfillment of contract. If required the BG should be extended from time to time. The Security Deposit will be forfeited in case the contractor does not complete supplies as per the terms and conditions of the purchase order. The security deposit will be returned after one month from the date of completion of contract and after fulfillment of all the contractual obligations. Format for the Bank Guarantee can be down loaded from our website www.kioclltd.com.

12. PRICE ADJUSTMENT: BONUS / PENALTY :

- a) For each one percent increase in the Fe content above 64% guaranteed stipulated in Annexure-2, the base price shall be increased by Rs. X/- per WMT (Rupees XXX only per WMT) fraction pro rata (single bonus).
- b) For iron ore supplied with Fe content below 64% and up to 63%, i.e., for each one percent decrease in the Fe content stipulated in Annexure-2, the base price shall be decreased by Rs.X/- per WMT (Rupees X only per WMT) fraction pro rata (Single penalty).
- c) For iron ore supplied with Fe content below 63% and up to 62%, i.e., for each one percent decrease in the Fe content stipulated in Annexure-2, the base price shall be decreased by Rs.2(X)/- per WMT (Rupees 2(X) only per WMT) fraction pro rata (Double penalty).
- d) For iron ore supplied with Fe content below 62% and up to 61%, i.e., for each one percent decrease in the Fe content stipulated in Annexure-2, the base price shall be decreased by Rs.3(X)/- per WMT (Rupees 3(X) only per WMT) fraction pro rata (Three time penalty).
- e) Irrespective of the mode of transport (i.e., by road, by rail, by road cum Sea route, by rail cum sea route), in case Iron ore fines supplied is with Fe content less than 61%, the same shall not be returned to the supplier and token payment of Rs.1/- per WMT (Rupees One only per WMT) will be made by KIOCL to the supplier. In case of delivery on FOB Load Port, loaded on to vessel basis or FOR load Port basis or CIF, New Mangalore Port, India, basis or CFR, New Mangalore Port, India basis, if the material converged at load port is not as per KIOCL requirement then the same will not be loaded on to the vessel and the successful bidder is required to offer fresh material for sampling and subsequent loading.
- f) For each half percent increase in the iron ore fines supplied with Al₂O₃ above 2% and up to 2.5%, the quoted price shall be decreased by Rs.XXX/- per WMT (Rupees XXX only per WMT) fraction pro rata.
- g) In case of supply by Railway rakes, the material will be unloaded by the supplier at KIOCL private Railway siding / NMPT siding at Panambur, Mangalore/near by sidings and after sampling and analysis by a registered assayer at the cost of KIOCL and found suitable, the supplier shall arrange for shifting to our Plant premises.
- h) The supplier shall submit invoices for the supplies made and final payment however shall be after price and quantity adjustments as per relevant terms above.

13. PRICE VARIATION CLAUSE

- a) Price quoted for this contract shall be revised as and when NMDC revises its price for supply of Iron ore fines to KIOCL.
- b) As on XX.XX.XXXX, Iron ore fines supplied by NMDC, are charged at a base price of Rs.XXXX/- per WMT to KIOCL. This base price of NMDC effective from XX.XX.XXXX shall be the basis for calculation of price to be finalized for releasing of Payment.
- c) The Contractual price will be increased/ decreased by an amount equal to increase/ decrease in the base price of NMDC as on the date of supply effected in comparison to the base price of NMDC as on the date of tender (i.e., the difference in the base price of NMDC as on the date of floating the tender and the base price of NMDC as on the date of supply
- d) The effective date of revision of price for supply of iron ore fines by NMDC to KIOCL will be the date of such revision of contractual price.
- e) The Challan date is determining factor for contractual price and rate of statutory levies.
- f) Any additional levies and Taxes. i.e. either new or Revisions to the existing ones introduced by the Government during the currency of the contract, with a character of being passed on to the buyer, the same shall be paid extra by KIOCL to the Seller on exhibiting the same in the invoice or recoverable from the Seller as the case may be.
- g) Apart from this, there will be no other variation for other components in the delivered cost during the pendency of Contract.

14. Evaluation of Tenders:

A) For option 6.1, 6.2, 6.3 & 6.4:

Tenders received which conform to Technical Specification, Terms & Conditions will be evaluated based on the **“TOTAL DELIVERED COST” at Pellet Plant, KIOCL, Mangalore Stock Yard**, including all taxes & Statutory levies as applicable and freight charges, except CST/VAT. CST/ VAT (as applicable) will not be taken into account for the purpose of evaluation as we will be claiming reimbursement of the same. The method of arriving at the L-1 bidder will be as per Point No.6 of Enclosure – II i.e. Notice Inviting Tender.

B) Evaluation on FOB Load Port loaded on to vessel basis:

C) Tenders received which conform to Technical Specification, Terms & Conditions will be evaluated based on the **“TOTAL DELIVERED COST on FOB Load Port Loaded on to vessel Basis”** including all taxes & Statutory levies as applicable and freight charges,

except CST/VAT. VAT/CST (as applicable) will not be taken into account for the purpose of evaluation as we will be claiming reimbursement of the same. The method of arriving at the L-1 bidder will be as per Point No.6 of Enclosure – II i.e. Notice Inviting Tender.

D) **Evaluation on FOR Load Port basis:**

Tenders received which conform to Technical Specification, Terms & Conditions will be evaluated based on the “**TOTAL DELIVERED COST on FOR Load Port Basis**” including all taxes & Statutory levies as applicable and freight charges, except CST/VAT. VAT/CST (as applicable) will not be taken into account for the purpose of evaluation as we will be claiming reimbursement of the same. The method of arriving at the L-1 bidder will be as per Point No.6 of Enclosure – II i.e. Notice Inviting Tender.

E) **Evaluation on CIF, New Mangalore Port, India basis**

Tenders received which conform to Technical Specification, Terms & Conditions will be evaluated based on the “**TOTAL DELIVERED COST on CIF, New Mangalore Port, India, basis**” including all taxes & Statutory levies as applicable and freight charges, except CST/VAT. VAT/CST (as applicable) will not be taken into account for the purpose of evaluation as we will be claiming reimbursement of the same. The method of arriving at the L-1 bidder will be as per Point No.6 of Enclosure – II i.e. Notice Inviting Tender.

F) **Evaluation on CFR, New Mangalore Port, India, basis**

Tenders received which conform to Technical Specification, Terms & Conditions will be evaluated based on the “**TOTAL DELIVERED COST on CFR, New Mangalore Port, India, basis**, including all taxes & Statutory levies as applicable and freight charges, except CST/VAT. VAT/CST (as applicable) will not be taken into account for the purpose of evaluation as we will be claiming reimbursement of the same. The method of arriving at the L-1 bidder will be as per Point No.6 of Enclosure – II i.e. Notice Inviting Tender.

15. **Option Clause:**

KIOCL reserves the right to exercise option clause to place order for an additional quantity up to XXXXX WMT $\pm 10\%$ of iron ore fines at the same price, terms and conditions, exercisable before the completion of the original purchase order quantity/ date of expiry of the contract, whichever occurs earlier on mutual consent.

16. Norms to be adhered while transporting the material by road:

(From mine head and / or from NMPT and/or from Panambur Marshalling Yard and/or from nearby siding to KIOCL Pellet Plant Stock Yard)

- a) The successful bidder shall ensure that the transport contractor nominated to carry out the transportation shall ensure to furnish the Emission Certificate along with other documents of the vehicles allotted to KIOCL works as and when called for.
- b) The successful bidder shall ensure that the materials are properly and evenly distributed to avoid spillage of materials during transportation or at the handling points.
- c) The successful bidder shall ensure that while transporting the materials, he shall comply with all relevant legislative and regulatory requirements prescribed by the concerned authorities to ensure proper environmental management system
- d) Trucks engaged to transport the material shall have all the valid documents and the Successful bidder shall ensure that material is loaded only to the permissible capacity as per R.T.O/ Statutory authorities. Over load / transshipment/ spillage are not permissible.
- e) The successful bidder while transporting the material shall comply with rules and regulations as stipulated by the concerned statutory authorities from time to time.
- f) Any damage/losses due to non-compliance of the rules and regulations will be to the account of the successful bidder or his authorized transporter.

17. 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.

18. PARALLEL CONTRACT: KIOCL reserves the right to enter into parallel contract for procurement of Iron Ore Fines during the currency of the contract and the bidder shall confirm his acceptance of the same.

19. KIOCL reserves the right to accept or reject any or all of the tenders at its discretion without assigning any reasons thereof.

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

21. 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.

22. 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.

23. INSURANCE:

A) For option 6.1, 6.2, 6.3 & 6.4:

The successful Bidder has to arrange for Composite Insurance Coverage at his cost for the total value of the cargo moved. This coverage includes Marine Insurance also for which Beneficiary will be KIOCL.

B) For Option 6.5& 6.6:

The successful Bidder has to arrange for Composite Insurance Coverage at his cost for the total value of the cargo moved till cargo loaded in to the vessel at XXXXX Port nominated by KIOCL.

C) For Option 6.7 and 6.8:

The successful Bidder has to arrange for Composite Insurance Coverage at his cost for the total value of the cargo moved. This coverage includes Marine Insurance also for which Beneficiary will be KIOCL.

24. RISK CONTRACT:

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

25. FRAUD PREVENTION POLICY OF KIOCL

Every one may take a note that a "Fraud Prevention Policy" is being followed at KIOCL, which provides a system for prevention detection / reporting of any fraud. It also forbid everyone from involvement in any fraudulent activity and that where any fraudulent activity is suspected by anyone, the matter must be reported to the 'Nodal Officer' (Chief Vigilance Officer) as soon as he / she comes to know of any fraud or suspected fraud.

26. TERMINATION OF THE AGREEMENT.

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

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

- i) Fails to furnish the signed document within the stipulated period (as specified by the successful bidder/Company) after acceptance of the Letter of Award/Intent.
- ii) Goes into liquidation.

27. **LAW GOVERNING AGREEMENT:**

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

28. **MODIFICATION:**

Bidder shall not be allowed to modify their tenders after submission. If the tendering firm, after submitting tender, rescinds from its offer, the Earnest Money deposited by the bidder with the tender, shall be liable to be forfeited and its tender will be liable for rejection.

29. **INTEGRITY PACT:**

All the tenderers shall execute integrity pact agreement as per the enclosed Integrity Pact Agreement (Annexure-9). Sri XXXXX, whose address furnished below, will be the Independent External Monitor (IEM)

XXXXXXXXXX,
XXXXXXXXXXXX
XXXXXXXXXXXX

30. **LEGITAMACY OF SUPPLIES:**

The successful bidder 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 clearance from Dept. of mines of the state concerned shall be produced.

31. **SHIPPING TERMS (only for CIF and CFR , New Mangalore Port, India basis, i.e., option 6.7 & 6.8):**

- A) Buyer shall discharge the vessel at the rate of 8000 MT per weather working day of

twenty four (24) hours Saturdays, Sundays & Holidays included basis. Buyers shall appoint their own stevedores at the discharge port.

B) DISCHARGE PORT DETAILS

Discharge Port : New Mangalore Port
Discharge Rate : 8,000 MT PWWD SHINC BASIS.
Draft Available : Up To 12.5 Metres.

C) 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.

D) COMMENCEMENT OF LAY TIME :

- i) Time to count 12 hours after NOR is served on arrival of the vessel within the port limits at port of discharge and whether in berth or not and in free pratique and ready in all respects to discharge the cargo. If the turn time of 12 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) Laytime 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.

E) OTHER DETAILS FOR NOMINATION OF THE VESSEL:

Shipment shall be done in a sea worthy vessel classified as 100 A1 by LLOYDS or equivalent classification society and approved by General Insurance Corporation of India. It may be ensured that the vessel nominated under any circumstances should not be of the age beyond 15 years. The vessel should hold a valid gear certificate in

accordance with the international dock safety convention, covering the duration of the voyage and same shall have been tested and in good working condition. Vessel nominated should have its own hydraulic cranes fitted with grabs of capacity 10 to 12 Cubic Metres (CBM) and with 4/5 working cranes with a capacity of 25/30 MT to achieve the discharge rate of 8,000 MT PWWD SHINC. Vessel should have a minimum of 4/5 hatches.

- F)** 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.
- G)** 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.
- H)** Demurrage at discharging port shall be as per as per terms and conditions of the vessel nomination by the seller. While nominating the vessel Buyer has to confirm the suitability within 6 hours 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 and to be confirmed and accepted by Buyer within fifteen days from the date of completing discharge at the discharge port. The demurrage incurred/Dispatch earned at the discharge Port to be settled within 30 days from the date of completing discharge at the discharge port. The buyers are entitled for 100% of dispatch earned at the discharge port.

32. GENERAL CONDITIONS OF CONTRACT:

Bidder to confirm acceptance to the our General Conditions of Contract for indigenous supplies- KIOCL-P/1. However, the terms and conditions as contained in this tender enquiry shall prevail over General Conditions of Contract wherever applicable and to the extent applicable. (The General Conditions of Contract-KIOCL-P/1 CAN BE DOWN LOADED FROM KIOCL WEBSITE: WWW.KIOCLLTD.COM).

ANNEXURE-4

No.

Date:

UNPRICED BID – FOR OPTION 6.1, 6.2, 6.3 & 6.4

- 1 Name of the Bidder :
- 2 Mat erial : IRON ORE FINES
- 3 Quantity : XXXX WMT \pm 10 %

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST basis at Pellet Plant, KIOCL, Mangalore Stock Yard.	PRICE NOT TO BE INDICATED
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST (ALL INCLUSIVE)	-DO-
4	CST against 'C' Form or VAT as applicable extra (strike off whichever is not applicable)	% applicable to be indicated

Confirmation by the Bidder

a)The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).

b)The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to KIOCL stockyard at Pellet Plant, Mangalore, except CST/VAT.

c)In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.

d) Please note that quotations on Ex-Mines basis will not be considered.

e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation

ANNEXURE-5

No.

Date:

PRICED BID FOR OPTION 6.1, 6.2, 6.3 & 6.4

- 1 Name of the Bidder :
 2 Material : IRON ORE FINES
 3 Quantity : XXXX WMT \pm 10 %

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST basis at Pellet Plant, KIOCL, Mangalore Stock Yard.	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST (ALL INCLUSIVE)	(In Figures & words)
4	CST against 'C' Form or VAT, as applicable extra (strike off whichever is not applicable)	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to KIOCL stockyard at Pellet Plant, Mangalore, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

ANNEXURE-4

No.

Date:

UNPRICED BID (for FOB load port loaded on to vessel basis).

- 1 Name of the Bidder :
- 2 Mat erial : IRON ORE FINES
- 3 Quantity : **XXXXXX WMT** ± 10 %

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on FOB Load Port Loaded on to Vessel basis	PRICE NOT TO BE INDICATED
2	Other statutory levies (if any) presently applicable), except CST/ VAT.	(Indicate value)
3	TOTAL DELIVERED COST on FOB Load Port Loaded on to Vessel (ALL INCLUSIVE) (1+2 above)	-DO-
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies) except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to Load Port and Loaded on to vessel basis, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

ANNEXURE-5

No.

Date:

PRICED BID (for FOB load port loaded on to vessel basis).

1	Name of the Bidder	:	
2	Material	:	IRON ORE FINES
3	Quantity	:	XXXX WMT ± 10 %

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on FOB Load Port Loaded on to Vessel basis	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT	(Indicate value)
3	TOTAL DELIVERED COST on FOB Load Port Loaded on to Vessel (ALL INCLUSIVE) (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to Load Port and Loaded on to vessel basis, except CST/VAT
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

ANNEXURE-4

No.

Date:

UNPRICED BID (for FOR load port basis).

- 1 Name of the Bidder :
- 2 Mat erial : IRON ORE FINES
- 3 Quantity : **XXXXXX WMT ± 10 %**

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on FOR Load Port basis	PRICE NOT TO BE INDICATED
2	Other statutory levies (if any) presently applicable), except CST/VAT	(Indicate value)
3	TOTAL DELIVERED COST on FOR Load Port basis (ALL INCLUSIVE) (1+2 above)	-DO-
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to Load Port basis, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- a) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

No.

Date:

PRICED BID (for FOR load Port basis).

1 Name of the Bidder :
 2 Material : IRON ORE FINES
 3 Quantity : **XXXX WMT ± 10 %**

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on FOR Load Port basis	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT	(Indicate value)
3	TOTAL DELIVERED COST on FOR Load Port basis (ALL INCLUSIVE) (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to Load Port basis, except CST/VAT
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

ANNEXURE-4

No.

Date:

UNPRICED BID (for CIF , New Mangalore Port, India basis).

- 1 Name of the Bidder :
- 2 Mat erial : IRON ORE FINES
- 3 Quantity : **XXXXXX WMT ± 10 %**

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on CIF , New Mangalore Port, India basis	PRICE NOT TO BE INDICATED
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on CIF , New Mangalore Port basis (ALL INCLUSIVE) (1+2 above)	-DO-
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to New Mangalore Port basis, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation

ANNEXURE-5

No.

Date:

PRICED BID (for CIF , New Mangalore Port, India basis).

- 1 Name of the Bidder :
- 2 Mat erial : IRON ORE FINES
- 3 Quantity : **XXXXXX WMT ± 10 %**

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on CIF , New Mangalore Port, India basis	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on CIF , New Mangalore Port basis (ALL INCLUSIVE) (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to New Mangalore Port basis, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation

ANNEXURE-4

No.

Date:

UNPRICED BID (for CFR , New Mangalore Port, India basis).

- 1 Name of the Bidder :
- 2 Mat erial : IRON ORE FINES
- 3 Quantity : **XXXXXX WMT ± 10 %**

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on <u>DELIVERED COST on CFR , New Mangalore Port, India basis</u>	PRICE NOT TO BE INDICATED
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on CFR, New Mangalore Port basis. (ALL INCLUSIVE) (1+2 above)	-DO-
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to New Mangalore Port basis, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation

ANNEXURE-5

No.

Date:

PRICED BID (for CFR , New Mangalore Port, India, basis).

- 1 Name of the Bidder :
- 2 Mat erial : IRON ORE FINES
- 3 Quantity : **XXXXXX WMT ± 10 %**

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on <u>CFR , New Mangalore Port, India, basis</u>	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on <u>CFR , New Mangalore Port basis . (ALL INCLUSIVE)</u> (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to New Mangalore Port basis, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation

**TESTING PROCEDURE OF IRON OR FINES SAMPLE FOLLOWED IN KIOCL LIMITED
(TESTING AT THE DISCRETION OF KIOCL)**

1. Iron ore fines of -10 mm in size is used in pellet plant after grinding and filtration for production of iron oxide pellets. The procedure for testing of representative sample supplied by interested prospective suppliers/ bidders (in case of tenders) shall be as under:

2. Stage 1:

Iron ore (fines) suppliers should supply (-10 mm size) about 100 Kgs of unground iron ore sample of below said specifications for determining size & chemical analysis and filtration tests in the laboratory. Time required to complete the tests by KIOCL Ltd in its process control Lab is about one week from the date of receipt of material at KIOCL Ltd plant site, Mangalore.

Moisture	:	5% max.
+10mm	:	5% max
-100 mesh	:	15 % max.

3. Stage 2:

If the iron ore fines is accepted at stage-1, then the supplier should supply about 250 Kgs of ground iron ore sample to pellet feed size of below said specification for carrying out lab scale green balling and basket tests. Grinding facilities for grinding iron ore is available in places such as NITK, Surathkal, IBM, Bangalore etc. The time required to complete the tests is 15 days from the date of receipt of sample at KIOCL Ltd plant site, Mangalore.

+100 mesh	:	8 to 10 %.
-325 mesh	:	55 to 58%.
Blaine Index	:	1500 - 1700 cm ² /gm.

Note:

- i) 100 Kgs of unground iron ore sample and 250 Kgs of ground iron ore sample supplied for stage -1 & stage -2 testing will be on free of charge basis only.
- ii) Testing will be on free of charge basis only to the prospective suppliers.
- iii) All samples for testing to be sent directly to Process Control Lab at Mangalore through a letter addressed to head of operations, Mangalore pellet Plant or his authorized representative, Pellet Plant, KIOCL Limited, Panambur, Mangalore-575 010 with a copy to Process control department, Pellet Plant, Mangalore and Head of Materials Department, KIOCL Limited, II Block, Koramangala, Bangalore-560 034.

Details of Mines & Facilities of Bidder

A) In Case the bidder is a mine owner:

NAME OF BIDDER:

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

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

Details of Mines & Facilities of Bidder

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

NAME OF BIDDER:

	<u>Information to be furnished by the bidder</u>	<u>Confirmation by the Bidder</u>
1	Name(s) of the Mines with complete details of Postal address(es), from where the iron ore will be sourced :	
2	Distance of the Mines location(s) from Panambur, Mangalore. :	
3	Extent of Mining Deposits (to be furnished mine wise) :	
4	Loading arrangements at Mine head (specify whether by pay loader or conveyor system) :	
5	Loading Capacity (per day basis) :	
6	Monthly Supply Capacity as per the existing facilities (in WMT) :	
7	Quantity that can be earmarked to KIOCL per month (in WMT) :	
8	Any other information	Attach sheet

BUSINESS RULE & TERMS & CONDITIONS OF REVERSE AUCTION

Purchase Enquiry No. XXXXXXXXXX,

Material Bid :

BUYER NAME	KIOCL LIMITED, (Formerly M/s KUDREMUKH IRON ORE COMPANY LIMITED) PURCHASE DEPARTMENT, Bangalore – 560 034.
AUCTION TO BE CONDUCTED BY	M/s. XXXXXXXX
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-8(A)) Terms & conditions of reverse auction (Annexure-8(B)) Process Compliance Statement (Annexure-8(C)) Price Confirmation (Annexure-8(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 at the following address:

ANNEXURE – 8(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. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor 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 the item against this Tender through reverse auction mode. KIOCL has made arrangement with M/s. XXXX, Bangalore, hereinafter referred to as M/s. XXXX, 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 vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders’ responsibility / decision to send fax communication immediately to M/s. XXXX, Bangalore Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications

of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either KIOCL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither KIOCL nor M/s. XXXX 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 lesser than the L1 rate by one decrement value or in multiples of the decrement value

3) M/s. XXXX 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.

4) BIDDING CURRENCY in Indian Rupees. UNIT OF MEASUREMENT in WMT.

5) BID PRICE: **The Bidder has to quote the unit price as indicated in the price bid.**

6) The technical & commercial terms are as per KIOCL **Tender No.XXXXXXXXXX.**

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

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

8) **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 the all vendors 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 lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
- b) **Those vendors 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, vendors 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 weighage 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 you shall be considered.
- f) Bidder will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
- i). Leading Bid in the Auction (only total price)
 - ii). Bid Placed by you
 - iii). Your Own Rank

iv). Start Bid Price & Bid Decrement value.

- 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 8(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 Reverse 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.

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

ANNEXURE- 8(B)

Terms & Conditions of Reverse Auction

- 1. LOGIN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by M/s. XXXX. The Bidders are requested to change the Password after the receipt of initial Password from M/s. XXXXX. 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 M/s. XXXX 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, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
- 6. BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement or multiple of the Bid decrement.
- 7. VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:

Leading Bid in the Auction

Bid Placed by him

Your rank

- 8. 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 he get the option to manually bid for the same. In no case during the bidding till the L1 rate or less is not reached as equivalent to the minimum bid amount offered by the bidder, will the bidder get the option to manually bid for the same.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the auction website (<https://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 M/s. XXXXX can decide to extend, reschedule or cancel any Auction. Any changes made by KIOCL and / or M/s. XXXX. , after the first posting will have to be accepted if the Bidder continues to access the site after that time.
5. M/s. XXXXXX shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
6. M/s. XXXXXXXXXXXXX is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s. XXXXXX 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- 8(C)) duly signed to M/s. XXXX 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 M/s. XXXXXX 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 – 8(C)

Process Compliance Form

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

To
M/s. XXXXXXXXXXXXXXXXXXXX

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. XXXXXXXX

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 8(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 – 8 (D)

(For options 6.1,6.2, 6.3 & 6.4)

Date :

To

XXXXXXX

Sub: Final price quoted during online price bidding cum reverse auction for supply of XXXWMT $\pm 10\%$ of iron ore fines.

Ref: 1. Tender No XXXXXXXX.
 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 :

1 Name of the bidder :
 2 Material : IRON ORE FINES
 3 Quantity : XXXX WMT $\pm 10\%$

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST basis at Pellet Plant, KIOCL, Mangalore Stock Yard.	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	Total Delivered cost (all inclusive)	(In Figures & words)
4	CST against 'C' Form or VAT, applicable extra (strike off whichever is not applicable)	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to KIOCL stockyard at Pellet Plant, Mangalore, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be included in the delivered cost for evaluation.

ANNEXURE – 8 (D)

(For FOB Load Port,loaded in to vessel basis)

Date :

To

XXXXXXX

Sub: Final price quoted during online price bidding cum reverse auction for supply of XXXXWMT $\pm 10\%$ of iron ore fines.

Ref: 1. Tender No XXXXXXXX.

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 :

1	Name of the Bidder	:	
2	Material	:	IRON ORE FINES
3	Quantity	:	XXXX WMT $\pm 10\%$

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on FOB Load Port Loaded on to Vessel basis	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on FOB Load Port Loaded on to Vessel (ALL INCLUSIVE) (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies) except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b) The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to Load Port and Loaded on to vessel basis, except CST/VAT
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.



ANNEXURE – 8 (D)

(For FOR Load Port basis)

Date :

To

XXXXXXX

Sub: Final price quoted during online price bidding cum reverse auction for supply of XXXX WMT \pm 10% of iron ore fines.

Ref: 1. Tender No XXXXXXXX.

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 :

1 Name of the Bidder :
2 Material : IRON ORE FINES
3 Quantity : XXXX WMT \pm 10 %

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on FOR Load Port basis	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on FOR Load Port basis (ALL INCLUSIVE) (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to Load Port basis, except CST/VAT.
- In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- Please note that quotations on Ex-Mines basis will not be considered
- In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

ANNEXURE – 8 (D)

(For CIF, New Mangalore Port , India, basis)

Date :

To

XXXXXXXX

Sub: Final price quoted during online price bidding cum reverse auction for supply of XXXX WMT \pm 10% of iron ore fines.

Ref: 1. Tender No XXXXXXXX.
 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 :

1	Name of the Bidder	:	
2	Material	:	IRON ORE FINES
3	Quantity	:	XXXX WMT \pm 10 %

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on CIF, New Mangalore Port, India basis	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on CIF, New Mangalore Port basis (ALL INCLUSIVE) (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- a) The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- b)The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to New Mangalore Port basis, except CST/VAT.
- c) In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- d) Please note that quotations on Ex-Mines basis will not be considered
- e) In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

(Signature of the Bidder with Date & Seal)

ANNEXURE – 8 (D)
(For CFR, New Mangalore Port , India basis)

Date :

To

XXXXXXXX

 Sub: Final price quoted during online price bidding cum reverse auction for supply of XXXX WMT \pm 10% of iron ore fines.

Ref: 1. Tender No XXXXXXXX.

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 :

1	Name of the Bidder	:	
2	Material	:	IRON ORE FINES
3	Quantity	:	XXXX WMT \pm 10 %

SL No	PARTICULARS	PRICE PER WMT
1	Supply of Iron Ore Fines on DELIVERED COST on CFR, New Mangalore Port, India basis	(In Figures & words)
2	Other statutory levies (if any) presently applicable), except CST/VAT.	(Indicate value)
3	TOTAL DELIVERED COST on CFR, New Mangalore Port basis. (ALL INCLUSIVE) (1+2 above)	(In Figures & words)
4	CST against 'C' Form as applicable extra	% applicable to be indicated

Confirmation by the Bidder

- The price quoted will remain firm throughout the period of the contract (till completion of supplies), except variation as per provisions of clause Nos.12 & 13 of Annexure-3 (Price Adjustment & Price Variation clauses).
- The Price quoted as per Sl. No.3 of above table is inclusive of all taxes & statutory levies as applicable, freight up to New Mangalore Port basis, except CST/VAT.
- In order to enable KIOCL to reimburse/ recover fluctuations in the statutory duties covered thereof, which are in the nature of passing on to the buyer/seller, the bidder has to provide the break-up in landed cost.
- Please note that quotations on Ex-Mines basis will not be considered
- In case CST with E-1 / E-2 sales, the CST will be added to the delivered cost for evaluation.

CONTACT INFORMATION

M/s. XXXXXXXX	M/s. KIOCL Limited, Bangalore
XXXXXXXXXX Contact Person : XXXX Contact Person : XXXXX Mobile: XXXXX E mail:XXXXXXXX Phone Nos XXXXXXXX	M/s. KIOCL Limited, (formerly Kudremukh Iron Ore Company Ltd. II Block, Koramangala, Bangalore – 560 034. Tel: 080 – 2553 1461 (10 Lines) Etn: 439 Fax: 080 – 25630984 25532153 Mr. XXXXX Email: bpurchase@kudreore.com

ANNEXURE-9

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 XXXX WMT \pm 10% of Iron ore fines. 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, subbidders 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. 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)**

Chairman-cum-Managing-Director,
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)

.....

ANNEXURE-10

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of KIOCL Limited (hereinafter called Company) having agreed to exempt.....(hereinafter called the said Supplier (s) /bidder(s)) from demand under the terms and conditions of Purchase Order No.....Dated..... made betweenAnd for (hereinafter referred to as 'contract') of security deposit for the due fulfillment by the said suppliers(s) /bidder (s) of the terms and conditions contained in the said contract on production of a Bank Guarantee for Rs.....(Rupees.....only) we,..... (hereinafter referred as "the Bank") at the request of Supplier, (s)bidder (s) do hereby guarantee the payment to the Company an amount not exceeding Rs..... (Rupees.....only) and interest thereon at 15.5 percent per annum from the date of demand till payment against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Supplier(s)/bidder(s) of any of the terms and conditions contained in the said Contract.

2. We..... do hereby unconditionally and irrevocably undertake to pay to the Company an amount to the extent of Rs. (Rupeesonly) and interest thereon at 15.5 percent per annum from the date of demand till payment without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Supplier(s) /bidder(s) of any of the terms and conditions contained in the said Contract or by reason of the Supplier(s)/bidder(s) failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only) and interest thereon as mentioned above from the date of demand till payment.

3. Our liability under these presents is absolute and unequivocal and we undertake to pay to the Company the amount so demanded notwithstanding the Supplier(s)/Successful bidder(s) raising any dispute and / or disputes or filing any suit or proceeding before any Court or tribunal or other Authority. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the bidder(s) Supplier(s) shall have no claim against us for making such payment.

4. We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier(s) /bidder(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before.....we shall be discharged from all liability under this Guarantee thereafter.

5. This Guarantee shall not be revocable by us except with the written consent of the Company and shall continue to be enforceable till.....should it be necessary to extend Guarantee beyond the said date, we undertake to extend the validity of this Guarantee for such further period as may be required by the Company, and such extension shall be given one month before the expiry of this Guarantee failing which the amount covered under this Guarantee shall become forthwith payable, notwithstanding that the

Contract is continuing and /or the Company has or has not terminated the Contract or preferred any claim against the Supplier (s)bidder(s).

6. We..... further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Contract or to extend time or performance by the said Supplier(s)/bidder(s) from time to time or to postpone for any time or from time to time in exercise of any of the powers exercisable by the Company against the said Supplier(s)bidder(s)

and to forbear or enforce any of the terms and conditions relating to the Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier(s)/Successful bidder(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier(s)/Successful bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee shall not in any way be affected due to change in our constitution or by your taking or varying or giving up any securities from the bidder(S)/ SUPPLIERS or any other person, firm or Company on its behalf or by the change in the constitution, winding up dissolution, insolvency or death as the case may be of the bidder(S)/SUPPLIER(S).

8. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the bidder(S)/SUPPLIER(S) hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

9. We..... also undertake not to revoke this Guarantee during its currency except with previous consent of the Company in writing.

Dated theday of2014

For.....

(indicate the name of Bank)

IMPORTANT NOTE

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

- 1 The Bank Guarantee should be on non-judicial stamp paper having a value of Rs.100/-or as applicable.
- 2 The stamp paper should be purchased in the name of the Bank, who give the guarantee and not in the name of the Bidder.
- 3 The Bank Guarantee should be strictly as per the profoma.
- 4 The Bank Guarantee should be from any of the Nationalised Bank/Scheduled Bank.
- 5 If any correction is made on the guarantee the same should be endorsed by the Bank with its official seal
- 6 The Bank Guarantee should be valid for a period of twelve months from purchase order date with a claim period of six months thereafter for proper fulfillment of contract.

ANNEXURE-11

PARTICULARS FOR PAYMENT THROUGH RTGS / E- PAYMENT MODE.

NAME OF THE PARTY :

NAME OF THE BANK :

NAME OF THE BRANCH :

CITY :

ACCOUNT NUMBER :

ACCOUNT TYPE :

IFS CODE OF THE BANK BRANCH :

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