

KUDREMUKH IRON ORE COMPANY LIMITED

IIInd Block, Koramangala
BANGALORE - 560 034

GENERAL CONDITIONS For Off-Shore Supply KIOCL-P/2

1.0 DEFINITIONS

As used herein and in any Contract documents, the following words shall have the following meanings.

- 1.1 "OWNER"/PURCHASER shall mean Kudremukh Iron Ore Company Limited, a Government of India Enterprise having its Registered Office at Second Block, Koramangala, Bangalore, Karnataka. INDIA.
- 1.2 "SUPPLIER"/CONTRACT shall mean the person, firm or body corporate contracting with OWNER/PURCHASER for the supply to the OWNER/PURCHASER of any equipment, materials, spares and/or supplies as per the CONTRACT and shall be deemed to include SUPPLIER'S successors (approved by OWNER), representatives, heirs, executors and administrators, unless otherwise excluded by the CONTRACT.
- 1.3 "SUB-CONTRACTOR" shall mean any individual, firm or body corporate contracting directly with the SUPPLIER and not OWNER to furnish SUPPLIER with any portion of the work, other than the purchase of "off the shelf" items or Pre-fabricated machinery or supplies. SUPPLIER shall remain fully liable and responsible to the OWNER for the work so sub contracted as well as for all acts and/or commissions of SUB-CONTRACTORS.
- 1.4 "CONTRACT" shall mean and include Invitation to Tender, Instruction to Tenderers, the General Conditions, the specifications, special Conditions, if any, and acceptance of Tender /Purchase Order issued by OWNER and all in respect of supply and delivery of the equipment, materials, spares and/or supplies called for by the SPECIFICATIONS and may also include any agreement if and when signed by and between OWNER and SUPPLIER and include subsequent changes/amendments, if any.
- 1.5 "WORK" shall mean and include any and all labour, supervision, service, material, machinery equipment, tools, supplies and facilities required for the supply and delivery by SUPPLIER of the equipments, materials, spares and / or supplies called for by the CONTRACT.
- 1.6 "TENDERER" shall mean the person firm or body corporate submitting a Tender against the invitation to Tender and shall include his/its/their executors, administrators, legal representatives, successors and permitted assignees.

- 1.7 "INVITATION TO TENDER", shall include the SPECIFICATIONS, instructions to tenderers, The General Conditions etc.
- 1.8 "TENDER" shall mean the formal quotation submitted by a tenderer proposing to perform the work requested in the Invitation to Tender issued by OWNER.
- 1.9.0 "PARTICULARS" shall mean and include
- 1.9.1 Specifications :
- 1.9.2 Drawings : and
- 1.9.3 Proprietary mark or designated pattern denoting the product of an individual, firm or body corporate.
- 1.10 "SPECIFICATIONS" shall mean and include the schedules, detailed designs, statements of technical data, performance and characteristics etc., relating to the work.
- 1.11 "INSPECTOR" shall mean any person nominated by the OWNER and the said person nominated shall also ascertain the position of deliveries and expedite the same under the contract and periodically and finally inspect the work.
- 1.12 Words denoting persons shall include firms, companies, corporations, associations or bodies of individuals whether incorporated or not. Words denoting masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the CONTRACT so requires or permits. The words "including" and "include(s)" as used herein are not to be construed as words of limitation unless the context otherwise requires or unless a contrary intention otherwise appears in the matter.
- 2.0 AUTHORITY OF PERSON SIGNING DOCUMENTS :
- 2.1 A person signing the Tender or any other documents forming a part of the CONTRACT on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry, it appears that the person so signing had no authority to do so, OWNER may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. Any person so signing shall give satisfactory evidence of his authority.
- 3.0 SECURITY DEPOSIT :
- 3.1 Supplier shall within fifteen days of receipt of OWNER's acceptance of tender, deposit with the OWNER A Security Deposit equal to Ten percent (10%) of the CONTRACT value in any one of the following forms :

- 3.1.1 Cash or Demand Draft payable at Bangalore.
- 3.1.2 Bank Guarantee as per Annexure-1, hereto from any Indian Nationalised Bank, Scheduled Bank or any other established Bank acceptable to the OWNER. If the Bank Guarantee is from non Indian Bank, the SUPPLIER shall have the said Bank Guarantee properly stamped at Bangalore, Karnataka, India by the Foreign Bank's Associates, subsidiaries or agents in India in accordance with the laws applicable in the State of Karnataka.
- 3.1.3 Letter of Credit duly confirmed by State Bank of India, Commercial Branch, Krishi Bhavan, Hudson Circle, Bangalore-560 001.
- 3.2 The Bank Guarantee shall be for the due and faithful performance of the CONTRACT by SUPPLIER and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between OWNER and SUPPLIER under these General Conditions, or otherwise and shall be in the form as per Annexure-I(enclosed) and the validity of the Bank Guarantee shall be extended from time to time as required by OWNER.
- 3.3 If SUPPLIER fails to provide the security Deposit within the period specified, such failure will constitute a breach of CONTRACT and OWNER shall be entitled to terminate the CONTRACT and to place the Purchase Order elsewhere at SUPPLIER'S risk and cost.
- 3.4 No interest, shall be payable by OWNER on the Security Deposit.
- 3.5 On due performance and completion by the SUPPLIER of the CONTRACT in all respects, the Security Deposit under the said CONTRACT will be returned without any interest thereon after the expiry of the warranty as per clause NO. 24 herein below.

4.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT :

4.1 GENERAL

The SUPPLIER shall entirely responsible for the due performance of the CONTRACT in all respects according to the terms and conditions of the CONTRACT.

- 4.1.1 Supplies/items supplied shall strictly adhere to the specification stipulated and shall effectively perform its functions for which purpose it is ordered.
- 4.1.2 Any approval which OWNER and/or INSPECTOR may give in respect of the work or workmanship involved in the CONTRACT (whether with or without tests carried out by the SUPPLIER/INSPECTOR) shall not absolve the SUPPLIER of his contractual responsibilities and obligations.
- 4.1.3 Notwithstanding any approval or acceptance given by INSPECTOR, it shall be lawful for OWNER to reject the equipments, materials, spares and/or supplies if it is found that the equipments, materials,

spares and/or supplies delivered and/or work carried out by SUPPLIER is not in conformity with the terms and conditions of the CONTRACT in all respects.

4.2 CO-OPERATION WITH OTHER CONTRACTORS/SUPPLIERS :

SUPPLIERS shall co-operate with OWNER other SUPPLIERS and CONTRACTORS including SUB-CONTRACTORS, if any, for any associated plant and shall freely exchange all particulars and technical information with them to obtain the most efficient and economical design and to avoid unnecessary duplication of equipments, materials, spares and/or supplies. No remuneration shall be claimed by supplier from OWNER for such technical co-operation.

4.3 SUB-LETTING OF CONTRACT :

SUPPLIER shall not sub-let, transfer or assign the CONTRACT or any part thereof without the express prior written approval of OWNER, other than the purchase of bought out items normally purchased from outside sources. In the event of SUPPLIER contravening this condition, OWNER shall be entitled to terminate the CONTRACT and to place the work elsewhere at SUPPLIER'S risk and expenses and SUPPLIER shall be liable for any loss or damage which OWNER may sustain in consequence or arising out of such replacing of the work.

5.0 RESPONSIBILITY FOR COMPLETENESS :

Any equipment, fitting, materials or supplies which may not be specifically mentioned in the SPECIFICATION or drawings but which are usual or necessary for carrying out the works under the CONTRACT within the Scope of the Supply/Work to be executed are to be provided for and rendered by the SUPPLIER/CONTRACTOR without extra charge and the equipments/supplies must be complete in all respects.

6.0 QUALITY OF MATERIALS AND WORKMANSHIP :

TENDERER/SUPPLIER shall be deemed to have carefully examined and to have knowledge of these General Conditions, the PARTICULARS special conditions, instructions to Tenderers and other Documents forming the Invitation to Tender/Contract and also to have satisfied himself as to the nature of the work to be executed and other relevant matters and details.

6.1.1 Any information thus had or obtained from OWNER shall not, in any way, relieve SUPPLIER of his responsibilities under Article 5-0 above.

6.1.2 If SUPPLIER/TENDERER shall have any doubt as to the meaning of any portion of the Invitation to Tender, SUPPLIER/TENDERER shall, before signing Tender set forth the PARTICULARS thereof and submit them to OWNER in writing, in order that such doubt may be removed.

- 6.2 The work shall be of the best quality and workmanship according to the latest engineering practices existing at the time of acceptance of the TENDERS and shall be manufactured from materials of the best quality and highest class for the purpose.
- 6.2.1 Appropriate factors for safety shall be used throughout the design and specially in the design of all parts subject to varied stresses.
- 6.2.2 All work shall be performed and completed in a thorough workman like manner and shall follow the best practice in the light of modern developments in the manufacture of high grade equipments notwithstanding any omissions in the SPECIFICATION.
- 6.2.3 Supplier shall provide the equipments, materials, spares and/or supplies with proper safety devices for protection of workman and shall provide suitable removable safety guards for all exposed moving parts such as Gears, Roller, Chains, Belts, Brake Wheels, Couplings and the like. SUPPLIER warrants work will meet the requirements of and be in conformity with all applicable laws, rules, regulations and ordinances of the Government of India or any sub-division thereof.
- 7.0 DRAWINGS :
- 7.1 Drawings required to be furnished by SUPPLIER shall be supplied free of cost to OWNER. All drawings shall be supplied in five(5) sets unless otherwise specified.
- 7.2 SUPPLIER shall furnish to OWNER, at the earliest, for approval by Engineer, general arrangement drawings, erection drawings, electrical diagrams; bills of materials; equipment lists; and any other drawings and diagrams required for complete and serviceable job, showing work to be completed by SUPPLIER and work to be completed by SUB-CONTRACTOR.
- 7.3 SUPPLIER shall also furnish to OWNER those specific drawings and any other details/information as requested by OWNER
- 7.4 Drawings submitted under 7.2 and 7.3 above will be reviewed by OWNER and returned to SUPPLIER signed and stamped either "Approved" "Approved as noted" or "Not Approved Resubmit". Approved" and "Approved as noted" drawings (following corrections) may then be issued for fabrication/manufacture. "Not Approved. Resubmit" drawings shall be corrected and resubmitted for OWNER'S approval.
- 7.5 After approval by OWNER, or his authorised representative, SUPPLIER shall forward one (1) approved reproduceable (sepia) and six (6) copies of approved drawing to OWNER, The approval shall be in the form of a duly authenticated stamp with signature on the drawing.
- 7.6 Approval of SUPPLIER'S drawings by OWNER shall not relieve SUPPLIER from any responsibility covered by the requirements of the CONTRACT.

8.0 MANUALS :

- 8.1 The SUPPLIER shall deliver free of cost, the following manuals in six (6) copies along with the consignment for all equipments/supplies.
- 8.1.1 Operating manuals, Covering general description, operating principles and operating procedure.
- 8.1.2 Maintenance manuals covering preventive and corrective maintenance.
- 8.1.3 Calibration manual, if applicable.
- 8.1.4 Spare parts catalogue for mechanical, electrical and instrumentation portion of equipments.
- 8.1.5 Any other documentation as required in the specification.
- 8.2 Manuals shall be printed in English on good quality paper and shall be contained in suitable durable bindings.
- 8.3 Manuals provided by SUPPLIER or his SUB-CONTRACTOR/S shall be complete and shall cover all equipments, materials, spares and/or supplies.

9.0 PROGRESS REPORTS :

- 9.1 Progress reports wherever specified shall be submitted to OWNER once in a month or at frequent intervals in five (5) copies in a form acceptable to OWNER in English.
- 9.2 Such progress reports shall indicate, in suitable details, the progress of the procurements of raw materials manufactured both in SUPPLIER'S shops and SUB-CONTRACTORS shops and any other work to be performed by Suppliers. Photographs wherever possible shall be submitted.
- 9.3 The progress reports shall further compare actual versus projected completion dates and describe current and anticipated problems and delay factors, if any. Report shall also include corrective action taken or proposed to be taken without in any way relieving or affecting the SUPPLIER'S responsibility to deliver the equipment within the stipulated delivery date(s)/period(s).

10.0 CHANGES :

- 10.1 Owner shall have the right to make changes and/or variation in the SPECIFICATIONS as may be necessary or desirable from time to time during the subsistence of the CONTRACT till the stage of testing and commissioning.
- 10.2 Prior to commencement of any additional work based on a change in SPECIFICATION as above involving compensation/reduction on the Contract price, SUPPLIER shall submit to OWNER a detailed

estimate in writing of the price for such additional/reduced works.

10.3 Upon approval by OWNER, OWNER shall issue to SUPPLIER a written order covering the changes in work and price which shall then form part of the CONTRACT. SUPPLIER shall not proceed with any additional work prior to receipt of OWNER'S said written order.

11.0 SPARE PARTS :

SUPPLIER shall include in his Tender a firm priced, itemised list of recommended spare parts necessary for the proper operation and maintenance of the equipment for a period of one (1) year. This quotation shall be valid for 90 days from date of acceptance of Tender for the main equipment. The TENDERER shall also quote itemised indicative prices for the insurance spares necessary for uninterrupted operation of the equipment. It shall be obligatory on the part of supplier to ensure uninterrupted supply of spare parts for the proper maintenance of the equipments.

12.0 TIME SCHEDULE :

12.1 The time and date(s) of delivery of the equipments, materials, spares and/or supplies as agreed to between SUPPLIER-OWNER shall be deemed to be the essence of the CONTRACT, and delivery must be completed not later than the date (s) so specified.

12.2 Within fifteen (15) days, of the acceptance of Tender, SUPPLIER shall submit for OWNER'S approval a progress schedule covering all phases of the work including design, procurement, fabrication/manufacture and transportation.

12.3 Supplier shall allow all reasonable facilities to INSPECTOR and OWNER, representative(s) including free and full access to SUPPLIER'S facilities and to all records having a bearing on the progress and quality of the work and deliveries under the CONTRACT.

13.0 INSPECTION :

13.1 INSPECTOR shall have the right to inspect and test the work or any part thereof and to observe any test carried out by Supplier at any time and SUPPLIER, on demand from INSPECTOR shall at no additional charge to OWNER, carry out such tests, in an appropriate manner in the presence of INSPECTOR.

13.2 SUPPLIER shall afford at his own expense full free and safe access and facilities at his works and/or his SUB-CONTRACTORS works for INSPECTOR to carry out and/or observe such inspections and/or tests.

13.3 Any such inspection, examination or testing carried out by INSPECTOR or observed by him shall not relieve SUPPLIER from any of his obligations under the CONTRACT to be otherwise successfully performed by the SUPPLIER.

- 13.4 SUPPLIER shall give INSPECTOR not less than one week's notice in writing regarding any tests to be carried out by SUPPLIER or SUB-CONTRACTOR and the period likely to be required for such testing. INSPECTOR shall give the SUPPLIER written notice within five (5) days of receipt of such notice as to whether, INSPECTOR intends to witness the said tests and indicating the dates (normally not more than fifteen (15) days from the date of receipt of SUPPLIERS notice on which INSPECTOR will be available at SUPPLIERS or his SUB-CONTRACTORS facilities for such tests failing which SUPPLIER or SUB-CONTRACTOR may proceed with the test.
- 13.5 If INSPECTOR is not present, SUPPLIER shall immediately notify INSPECTOR in writing as to the Test results.
- 13.6 When the tests and/or inspections have been completed to INSPECTOR'S satisfaction, INSPECTOR shall issue a certificate to that effect. No equipments, materials, spares or supplies for which tests and/or inspections are performed shall be despatched by SUPPLIER before such certificates are issued.
- 13.7 INSPECTOR may reject the whole or any part of the work at any time, after testing/ inspection, if the INSPECTOR at his sole discretion determines the work to be unsatisfactory or does not fulfill the requirements of the CONTRACT. INSPECTOR shall advice SUPPLIER and OWNER in writing as to the grounds for rejection. INSPECTOR'S decision regarding rejection shall be final and binding on the SUPPLIER.
- 13.8 In the event of any rejection as aforesaid, then, without prejudice to the foregoing provision, OWNER shall be at liberty to:
- 13.8.1 Allow SUPPLIER to offer once again, within a time specified by Inspector, the equipments, materials, spares and/or supplies in replacement of those which have been rejected, the SUPPLIER bearing all costs for such replacement

OR

- 13.8.2 Buy the quantity of equipments, materials, spares and/or supplies so rejected of the same, or equivalent /or the nearest SPECIFICATION from elsewhere at SUPPLIERS risk and cost without affecting SUPPLIER'S liability as regards the supply of any consignments due under the CONTRACT in accordance thereto.
- 14.0 PRICE
- 14.1 The SUPPLIER shall quote item-wise price(s) on FAS port of shipment for items being offered for shipment from North American Sea ports or FOB port of shipment from all other ports. The mutual responsibilities shall be as per INCO TERMS as amended from time to time. The price shall include export packing charges, inland freight to the port of shipment, terminal handling charges, container handling charges, if any etc.

- 14.2 Supplier shall indicate separately the inland freight from place of manufacture to the port of shipment and insurance, if any, contained in his price. The Supplier shall also indicate separately the Ocean freight.
- 14.3 Where prices are quoted on FAS Port of shipment basis, the SUPPLIER'S liability shall be deemed to cover as on FOB Port basis, as defined by INCO TERMS including lifting charges, port charges, wharfage/container handling charges, terminal handling charges if any, etc.
- 14.4 for a small consignment, instruments of delicate nature etc. SUPPLIER shall quote prices on FOB international (Gateway) Airport basis as per INCO TERMS.
- 15.0 DELIVERY
- 15.1 SUPPLIER shall be responsible to deliver shipments Free Alongside ship (FAS)/Free on Board (FOB) at port of shipment or FOB International Airport as specified in the Order.
- 15.2 SUPPLIER shall include and provide for securely protecting and packing the equipments, materials, supplies and spares so as to avoid loss or damage in transit including extended ocean shipment and storage under tropical conditions. All packing shall allow for easy removal and checking at the site. Special precaution shall be taken in case of transit by sea. Details regarding provisions for packing and marking all deliveries set out in Annexes- II attached hereto and made a part hereof. All costs in this regard shall be to SUPPLIERS account.
- 15.3 SUPPLIER shall be responsible for obtaining any export licence/permit required for export from the country of manufacture of the equipments, materials, supplies and/or spares called for hereunder and all expenses incidental to the performance of statutory or non-statutory obligation in this regard shall be to SUPPLIER'S account.
- 15.4 Special conditions regarding shipment and transportation are set out in schedule attached hereto and made a part hereof (Annexure-II)
- 15.5 Should the Freight Forwarder fail to provide the shipping space at the time of the intimation given by the SUPPLIER, receipt of the consignment by the freight forwarder shall be taken as date of delivery to the OWNER for the purpose of levy of liquidated damages as per provision at article 19.0 below.
- 15.6 In case of shipment by Air, SUPPLIER shall arrange such shipments only through consolidation Agent nominated/specified in the Purchase Order.
- 16.0 RECONSERVATION :
- 16.1 The SUPPLIER should ensure prior to despatch, reconsevation of equipment and material for storage for minimum period of 6 months.

- 16.2 The SUPPLIER should give his recommendation on reconsevation procedure to be followed in case the equipment are stored beyond six months period.
- 16.3 The packages should be marked with the date of preservation of such equipments which are liable to be damaged, if not reconseved within the specific period.
- 17.0 TESTS ON COMPLETION :
- 17.1 Where possible all tests shall be carried out before despatch.
- 17.2 The test certificates for all components/material/equipment as required under the technical specification shall be submitted.
- 17.3 Should however, it becomes necessary for the final tests as to performance and guarantee (if any) to be held until the equipments/materials or supplies to be erected at site, such final tests shall be carried out in the presence of SUPPLIER or his designated representative by the OWNER within one (1) month (or such other time as the parties may reasonably agree to) from the date of completion of erection or from the date on which the equipments/materials and/or supplies are put into operation whichever is later. The cost of these tests shall be to suppliers account.
- 17.4 Should the results of these tests not come within the tolerance (if any) specified, the tests shall at OWNER'S option be repeated within one (1) month from the date of equipment, materials and/or supplies' are again ready for retesting.
- 17.5 The cost of such retesting shall be to SUPPLIER'S account.
- 18.0 FAILURE OF DELIVERY :
- 18.1 Should SUPPLIER fail to make despatch within the time period(s) specified in accordance with Article 13.0 above, OWNER shall be entitled immediately on such failure or at any time thereafter at the entire option of OWNER to either.
- 18.1.1 Purchase elsewhere, without notice to SUPPLIER at the risk and cost of the SUPPLIER, the equipments, materials, spares and/or supplies not delivered, of a similar or the nearest specification, without cancelling the contract in respect of equipments, materials, spares and/or supplies not yet due for shipment/delivery,
- OR
- 18.1.2 Cancel the CONTRACT in full or the portion thereof in default, and if so desired, to purchase elsewhere the full or defaulted equipments, materials, spare and/or supplies or items of similar or the nearest specification at the risk and cost of SUPPLIER.

19.0 DELAYED DELIVERY AND LIQUIDATED DAMAGES :

OWNER shall have the option to accept delivery of material after the originally stipulated delivery period in the CONTRACT and in case of acceptance of delayed delivery OWNER shall recover or retain from SUPPLIER as agreed liquidated damages and not as penalty a sum equal to quarter percent (1/4%) of the price of any equipments, materials, spares and/or supplies which SUPPLIER has failed to ship aforesaid, for each week or part of a week, during which such despatches may be delayed, subject to a maximum limit of five percent (5%) of CONTRACT value.

20.0 FAILURE TO MEET TEST STANDARDS :

20.1 If the erected equipments, materials and/or supplies fail to meet the test standards under Article 19 shall be found to be defective or otherwise fail to fulfil the terms of CONTRACT, OWNER shall give SUPPLIER written notice setting forth the details of such defects or failure.

20.2 SUPPLIER shall immediately correct/remedy such defects and failures or alter the equipments, materials and/or supplies to bring them into compliance with the CONTRACT terms.

20.3 If SUPPLIER fails to do so within a reasonable time, as may be stipulated by the OWNER, OWNER may reject and replace, at SUPPLIER'S sole expense, the whole or any portion of the equipments, materials, supplies which are defective or fail to meet CONTRACT terms. Such replacement shall be carried out by OWNER within a reasonable time and price and, where reasonably possible, of the same SPECIFICATION or the nearest specification.

20.4 SUPPLIER'S liability under this clause shall be satisfied by the payment to OWNER of the assessed difference, if any, between the replacement price of the rejected/non-conforming items including transportation cost, taxes, duties, other incidental expenses and CONTRACT price and any amount previously paid to SUPPLIER.

20.5 If OWNER is unable to replace the rejected items within a reasonable time, SUPPLIER'S liability under this clause will be satisfied by repayment of all money paid by OWNER to SUPPLIER in respect of such items.

20.6 In the event of rejection by OWNER under this clause, OWNER shall be entitled to use the rejected items in a reasonable and proper manner for a time sufficient to enable OWNER to obtain replacement items. Thereafter SUPPLIER at his own cost shall immediately remove the rejected/non-conforming items from OWNER'S premises. Such items shall be at SUPPLIER'S risk from the time of discontinuance of use and if not promptly removed thereafter, OWNER may at his option, with regard to said rejected/non-conforming items return them to SUPPLIER, "freight collect" or dispose of/or segregate the item as OWNER deems fit but in any event at SUPPLIER'S risk.

21.0 NEGLIGENCE :

21.1 If the SUPPLIER shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him in writing by OWNER/INSPECTOR, in connection with the work, or shall contravene the provisions of CONTRACT, the OWNER may give notice in writing to SUPPLIER calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance, with the said notice, the OWNER without prejudice to his rights under para below hereto, may rescind or cancel the CONTRACT holding the SUPPLIER liable for damages that the OWNER may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be governed by provision of Article 18 & 19.

21.2 If SUPPLIER fails to comply with such notices within a reasonable period from the date of serving thereof, in the case of failure, neglect or contravention capable of being made good, within that time or otherwise within such times as may be reasonably necessary for the same making good, then in such case without prejudice to the OWNER'S right under para above hitherto, the OWNER shall have the option and be at liberty to take the work wholly or in part out of the SUPPLIER'S hands and may complete the work envisaged in the Contract or at a reasonable price with any other person or persons to execute the same or any part thereof.

21.3 If the cost of executing the work, as aforesaid, shall exceed the balance due to the SUPPLIER, the outstanding balance shall be paid by the SUPPLIER on the certificate of the OWNER.

22.0 RECOVERY OF SUMS DUE :

22.1 Whenever under this CONTRACT any sum of money is recoverable from and payable by the SUPPLIER whenever the OWNER has preferred any claim against the SUPPLIER, the OWNER shall be entitled to recover and/or to retain such sum by appropriating in part or whole the security deposited by the SUPPLIER, and in the event of the Security being insufficient or if no security has been taken from the SUPPLIER, then the balance or the total sum recoverable, as the case may be, shall be deducted/retained from any sum then due or which at any time thereafter may become due to the SUPPLIER under this or any other CONTRACT with the OWNER. Should this sum be not sufficient to cover the full amount recoverable, the SUPPLIER shall pay to the OWNER, on demand, the remaining balance due.

23.0 PAYMENT :

23.1 All payments due to SUPPLIER hereunder shall be made under Letter of Credit established through a bank in the country of manufacture and valid for a period extending until the date of shipment and payment schedule set out in the CONTRACT. OWNER shall be responsible for the charges for opening the Letter of Credit. All other expenses incidental to maintenance of the Letter of Credit shall be borne by SUPPLIER. Charges for extending the duration of the letter of credit shall be to SUPPLIER'S account if

such extension is caused by reasons attributable to the SUPPLIER. Such Letter of Credit shall provide payment for supplies for each consignment if priced separately against presentation of following documents to the Bank within 15 days of each shipment.

- a) For ninety (90%) of the price of the item(s) shipped:
- i) SUPPLIER'S invoice duly signed.
 - ii) Clean bills of Lading AWB (including the original)
 - iii) Packing list
 - iv) Freight memo
 - v) Certificate of Country of origin
 - vi) Test/Guarantee Certificate
 - vii) Certificate to the effect that drawings and catalogues for Customs Clearance purposes have been sent along with the equipment.
- b) Payment of the Balance Ten percent (10%) of the contract price within one Hundred & Ten (110) days after final Shipment or receipt by OWNER of the final shipment under the CONTRACT upon presentation of OWNER'S certificate of receipt/Goods Receipt Note whichever is earlier.

24.0 WARRANTY

- 24.1 SUPPLIER warrants all equipment, materials, supplies and spares supplied under the CONTRACT against defects in workmanship and materials, for a period of 12 months from the date of commissioning/ installation/use or 24 months from the date of the last shipment whichever comes first. SUPPLIER shall replace any part that may fail, show signs of defects at OWNER'S premises in case the same is not repairable, OWNER'S decision as to whether the part is to be repaired or replaced is final. The cost of replacement/repair shall be borne by the SUPPLIER.
- 24.2 In case of defective parts not repairable at OWNER'S premises, but essential, in the meantime for commercial use of the project, SUPPLIER shall allow OWNER to use the defective parts until they are replaced.
- 24.3 The provisions of clauses 24.1 and 24.2 shall apply to all replaced and renewed parts until the expiration of six (6) months from the date of renewal or replacement or until the end of the warranty period mentioned in 24.1 above, whichever is later.
- 24.4 If any defect is not satisfactorily remedied within a reasonable time, OWNER may proceed to make the repair/replacement at SUPPLIER'S risk and expense but without prejudice to any other contractual right, which OWNER may have against SUPPLIER in respect of such defect.

24.5 The issuance of INSPECTOR's certificate of inspection or certificate of approval shall in no way absolve SUPPLIER from the provisions of this article.

24.6 WARRANTY REPLACEMENT :

Warranty replacement shall be on C.I.F. Chennai/Bangalore basis. In case the subject component is available in the stock of OWNER, the same would be utilised and the replacement could be sent by air. Otherwise the component would have to be sent by Air by the SUPPLIER at his own cost on C.I.F. basis on a most expeditious manner.

25.0 AGENTS :

25.1 The Tenderer shall specify separately.

- a) The name of SUPPLIER'S Indian Agent if any and address.
- b) The percentage of Agency Commission included in the price or otherwise.

25.2 Agency commissions shall be paid in Indian Rupees on receipt of Goods by the OWNER at its works against Goods Receipt Note issued by the OWNER'S Stores Department. The payment of agency commission shall be made on presentation of Agent's Invoice in 5 copies together with a copy of Goods Receipt Note within 30 days of receipt of the documents. The Exchange rate as prevailing on the date of award of CONTRACT shall be applicable for such payment.

26.0 INDEMNITY :

26.1 SUPPLIER shall at all times save OWNER harmless and indemnify each of them against all claims which may be made in respect of any equipments, materials, spares and supplies delivered, by SUPPLIER under this CONTRACT for infringement of any right protected by any patent, registration of design and/or Trade mark. In this connection OWNER shall pass on to SUPPLIER all claims made against OWNER

27.0 DOCUMENTATION :

27.1 All drawings, SPECIFICATIONS, data, notices and other writings required under the CONTRACT shall be in English language and dimensions, weight and volumes shall be in the metric system.

27.2 All drawings, SPECIFICATIONS and other data shall be delivered to :

- 1) In-Charge (Technical Services)
Kudremukh Iron Ore Company Ltd,
Second Block, Koramangala
Bangalore-560 034, INDIA or any other Officer nominated

2) In-Charge (Materials)
Kudremukh Iron Ore Company Ltd.
Second Block, Koramangala
Bangalore-560 034. INDIA

27.3 All Notices, claims, etc, shall be delivered to :
If to Supplier : at the address set out in the purchase order. If to OWNER.

In-Charge (Materials)
Kudremukh Iron Ore Company Ltd.,
Second Block, Koramangala
Bangalore-560 034. INDIA

27.4 All invoices and other claims for payment by SUPPLIER to

In-Charge (Finance & Accounts)
Kudremukh Iron Ore Company Ltd.
Second Block, Koramangala
Bangalore-560 034. INDIA

with copy to: In-Charge (Materials, I&P)

Kudremukh Iron Ore Company Ltd.,
Second Block, Koramangala
Bangalore-560 034. INDIA

28.0 INSOLVENCY AND BREACH OF CONTRACT :

28.1 OWNER may, at any time, by notice, in writing, summarily terminate the contract without additional compensation to SUPPLIER on the happening of any of the following events that is to say.

28.2 If the SUPPLIER shall at any time, before final shipment, be adjudged insolvent or enter into any arrangement or composition with his creditors, or suspend payment or if the firm be dissolved under the partnership Act, or

28.3 If SUPPLIER, being a Company shall pass a resolution or a court shall make an order for the liquidation of its affairs or

28.4 If SUPPLIER commits any act of breach of Contract not herein specifically provided for, provided always that such termination shall prejudice any right or action or remedy which, shall have accrued or shall accrue thereafter to OWNER and provided also that SUPPLIER shall be liable to pay OWNER for any extra expenditure OWNER is thereby put to, but SUPPLIER shall not be entitled to any gain on repurchase.

29.0 GOVERNING LAW :

29.1 This CONTRACT and all rights' hereunder shall be governed by the laws of the Union of India for the time being in force and shall be subjected to the jurisdiction of the courts situated at Bangalore, India.

30.0 FORCE MAJEURE :

30.1 Any delay in or failure of performance of this CONTRACT by either party hereto shall not constitute defaults by such party or give rise to any claim for damages against it if and to the extent such delay or failure of performance is caused by acts of God, acts of war, hostilities, acts of commission or omissions of Government or Government agencies, invasion, revolution, civil commotion, strikes, lockout, blockade, embargo, sabotage, fire, flood, severe others etc. or omission or circumstances, which are beyond the reasonable control of the party affected, which they could not have reasonably foreseen and guarded against (hereinafter referred to as Force Majeure)

30.2 The party so affected by an event of Force Majeure shall notify the other parties of the occurrence thereof within ten (10) days of its commencement.

30.3 The Force Majeure referred to above shall not be extended to the SUPPLIER'S SUB-CONTRACTORS works. The SUPPLIER shall be wholly responsible for timely off-loading in cases of strikes, lockout, etc., in the SUB-CONTRACTOR'S works.

30.4 Except as provided below neither party shall by reason of any event of Force majeure be entitled to terminate this CONTRACT, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

30.5 Performances and deliveries under CONTRACT shall be resumed as soon as practicable after the event of Force Majeure has ended or ceased to exist with appropriate extension to the time for completion equal to the period of the delay, and the decision of OWNER as to whether deliveries have been so resumed shall be final and conclusive.

30.6 Notwithstanding anything to the contrary stated herein OWNER shall have the right prior to the end the event of Force Majeure to terminate the contract without compensation to SUPPLIER if the CONTRACT is suspended by the occurrence of the event of Force Majeure for a period of more than fortyfive (45) days. In case of such termination of the CONTRACT shall repay to the OWNER all advances paid to him in respect of subject CONTRACT.

31.0 RISK OF LOSS :

30.1 SUPPLIER guarantees the due return of all OWNER's property including particulars issued to him and will be responsible for the full value thereof, to be assessed by OWNER, for all loss thereof or damage thereto from whatever cause happening while in possession or control of SUPPLIER, his servants, workmen or agents.

32.0 ARBITRATION :

- 32.1 If at any time any question, dispute or difference of whatsoever, nature shall arise between OWNER and SUPPLIER upon or in relation to or in connection with the CONTRACT, either party may, forthwith give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to arbitration by a sole arbitrator to be appointed by Chairman-cum-Managing Director of the OWNER or any person acting in such capacity.
- 32.2 Where the arbitrator withdraws from his Office for any reason or otherwise the arbitrator is substituted, the Arbitral Proceedings shall continue from that stage onwards and earlier hearings shall not be repeated.
- 32.3 The language to be used in the Arbitral Proceedings shall be English.
- 32.4 The award of the Arbitrator shall be final, conclusive and binding on the parties.
- 32.5 The provisions of Arbitration & Conciliation Act 1996 and rules thereunder in force shall be applicable to the CONTRACT.
- 32.6 The venue of arbitration proceedings shall be only in Bangalore, India.
- 32.7 Only Courts in Bangalore shall have jurisdiction regarding the matters relating to the arbitration.

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

Annexure-I

In consideration of Kudremukh Iron Ore Company Limited (hereinafter called Company') having agreed to exempt.....(hereinafter called the said Supplier(s)/ Contractor(s) from demand under the terms and conditions of Purchase Order No.....dated..... made between.....and..... for..... (hereinafter referred to as 'contract') of security deposit for the due fulfilment by the said supplier(s)/ Contractor (s) of the terms and conditions contained in the said contract on production of a Bank Guarantee for Rs.....(Rupees.....only) we,.....(hereinafter referred as 'the Bank') at the request of Supplier, (s) Contractor(s) do hereby guarantee the payment to the Company an amount not exceeding Rs.....(Rupees.....only) and interest thereon at.....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)/Contractor(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..... (Rupees.....only) and interest thereon at.....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)/ Contractor(s) of any of the terms and conditions contained in the said Contract or by reason of the Supplier(s)/ Contractor(s) failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding 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)/Contractor(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 thereunder and the Contractor(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) /Contractor(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)/Contractor(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)/ Contractor (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) Contractor(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)/Contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier(s)/Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties 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 Contractor(s) Supplier 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 Contractor(s) Supplier(s).

8. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor(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 the previous consent of the Company in writing.

Dated the.....day of.....200

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 in the State of Karnataka.
2. The stamp paper should be purchased in the name of the Bank, who give the guarantee and not in the name of the Supplier.
3. The Bank Guarantee should be strictly as per the proforma.
4. The Bank Guarantee should be from any of the Nationalised Banks, Scheduled Bank or any other Bank acceptable to Owner. If the Bank Guarantee is from a non-Indian Bank, the SUPPLIER shall have the said Bank Guarantee properly stamped at Bangalore, Karnataka, India by the Foreign Bank's Associates, Subsidiaries or Agents in India in accordance with the laws applicable in the state of Karnataka.
5. If any correction is made on the Guarantee the same should be endorsed by the Bank with its official seal.

Grams : KUDREORE
Phone : 25531461-70

Fax : 091-080-25532153

Kudremukh Iron Ore Company Limited

(A Government of India Enterprise)

II Block Koramangala, Bangalore-560 034-India

PACKING MARKING AND SHIPPING SPECIFICATION FOR IMPORTED MATERIALS :

1.0 GENERAL :

- 1.1 This SPECIFICATION covers packing, marking and transport/shipments of all equipment/materials by Road/Rail/Sea/Air.

This SPECIFICATION forms an integral part of the purchase Order in addition to SPECIFICATIONS drawing and instructions explicitly listed in the purchase Order.

- 1.2 SUPPLIER shall comply with all applicable description in this SPECIFICATION depending upon the nature of material. Lack of relevant information and/or documents shall not relieve the SUPPLIER of his responsibility.

2.0 PACKING :

GENERAL:

- 2.1 Workmanship shall be of the highest standards throughout all operations of packing. Materials used shall be in accordance with the best commercial practices and packing shall be to withstand all possible transit hazard for a minimum period ranging from 4 to 6 months. It shall be capable of withstanding multiple handling and to perform all its functions without any detrimental effect/pitting to the contents of the package/crate/bundle etc. Methods used shall be such as to ensure safe delivery of the commodity to its ultimate destination. All packages shall be done in such a manner as to reduce volume as much as possible. Suitable reepers shall be provided on the bottom of the case/crates for easier handling by Forklift Trucks (2" Sq. reepers for less than 1 Tonne and 3" for more than 1 Tonne).
- 2.2 Heavy machinery which includes tables, rollers, counter-weights, machine heads or other movable parts will be blocked and braced to prevent movement. Items packed in bundles must be securely tied with steel wire or strapping, steel reinforcing rods, bars, pipes structural members etc, Shall be bundled in uniform lengths and weight and shall be within the breaking strain of the securing wire or strapping.
- 2.3 Packages containing fragiles articles must be packed with special precautions against risk of breakages.

- 2.4 All equipments attachments, accessories, steel structures, pipes and fitting shall be painted/greased and or provided with suitable protective compound/oil to prevent rust, corrosion or damage due to bad weather.
- 2.5 All mechanical and electrical equipment and attachment shall be securely fastened to case bottom to avoid any displacement during transit.
- 2.6 Attachments and spare parts of equipments shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipments. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number to respective assembly drawing. Each item of steel structure shall be identified with erection markings with lettering height of minimum 15mm. Such marking will be followed by the connection numbers/erection marking with indelible paint.
- 2.7 A copy of the packing list shall accompany the material enclosed in a waterproof envelope fastened to each package.

3.0 MECHANICAL EQUIPMENT

Pumps, Compressors, etc shall be packed individually in wooden cases.

3.1 ELECTRICAL :

Before packing, each assembly and/or each compartment shall be enveloped in polythene bags containing silica-gel or similar dehydrating compound.

- 3.1.1 Motors and generators shall be packed (individually wherever necessary) in wooden cases. Vents shall be waterproof sealed. Protective paper strips shall be slipped under brushes.
- 3.1.2 Switchgear assemblies shall be packed in wooden cases.
- 3.1.3 General items of electrical material shall be packed in wooden cases, each item moisture proofed. Cable reels shall be wrapped with tar paper. Wooden strips shall be provided to protect reel edges. Ends of H.T. Cables shall be plumbed and sealed with a lead-end and when finally planked the cable shall be strapped over with steel bands or hoops.

3.2 INSTRUMENTS

All instruments shall be packed in wooden cases with dial upward and embedded in shock absorbing material. Each instrument shall be enveloped in polythene bag containing silica-gel or similar dehydrating compound and with a tag specifying the unit it belongs to. When instruments are packed in several layers in the same case, horizontal wooden partitions shall be provided, suitably spaced and

secured to case frame. Mercury and other chemicals to be supplied with instruments shall be packed separately in suitable containers.

4.0 FITTINGS :

4.1 Packing shall be wooden cases or crates. Each item shall be stamped or tagged to identify size, material and identification numbers except bolting which shall be stamped only with size identification.

4.2 Valves shall be grease-coated and valve flanges protected with plastic caps and tags should contain the type and specifications of gland packing used.

5.0 MARKING :

5.1 Marking should be for the project, consignee, consignor purchase order No., gross and net weight dimensions etc. as per enclosed OWNER'S standard Format as per Appendix.

5.2 Cases and crates should be marked with indelible water proof ink in clear legible characters atleast on three sides.

5.3 A distinct colour splash say in red-black around each package/crate/bundle shall be given for identification.

5.4 Additional marking such as 'HANDLE WITH CARE' 'This Side up' to be indicated by Arrow. "Fragile" or any other additional indications for protection and safe handling shall be added depending on the type of material.

5.5 In case of bundles, the shipping marks shall be embossed on metal or similar tag wired securely on each end.

5.6 All cases will bear warning signs on the outside denoting the centre of gravity and sling marks. Specific marking for slinging should be provided for all heavy lifts weighing 5 tonnes and above. Top heavy containers will be so marked as either Top heavy or Heavy Ends.

5.7 For bulk and uniform material when packed in several cases progressive serial number shall be indicated in each case.

5.8 When packing material is clean and light coloured, a dark black stencil paint shall be used. However, where packing material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

5.9 In case of large equipments like vessels, heat exchangers etc., documents contained in the envelopes shall be fastened inside a shell connection with an identifying arrow sign "Documents" applied with indelible paint.,

6.0 SHIPMENT :

6.1 All shipment of materials shall be made by first class direct vessels, through the Shipping Co-ordination Committee as per procedure detailed in 6.4 hereunder. The Foreign Supplier shall arrange with Vessel Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate the handling and off-loading at the port of destination and to avoid any over carriage at the port of discharge. All shipments shall be under deck unless carriage on deck is unavoidable.

6.2 The Bills of Lading, should be made out in favour of OWNER 'To order' and the 'notify column' should indicate OWNER.

6.2.1 All columns in the body of the Bill of Lading namely marks and numbers, material description, weights particulars etc., should be filled in accurately and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, clearly and separately and the net total freight payable shown at the bottom.

6.3 SHIPPING DOCUMENTS

6.3.1 All documents viz., Bill of Lading, Invoices, Packing List, Freight Memos, Country of Origin certificate, Test Certificate, Drawings and Catalogues should be in English language.

6.3.2 In addition to the Bill of Lading, which should be obtained in 3 stamped original plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the bills of lading). Country of Origin Certificate, Test/Guarantee Certificate shall be made out against each shipment in as many number of copies as shown below. The bill of lading, invoice and packing list shall show uniformly, the mark and numbers, contents case-wise, country of origin, consignee's name, port of destination and all other particulars as per OWNER'S Standard Format enclosed.

6.3.3 The invoice must show the unit rates and total F.A.S/F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show, apart from other particulars, actual contents in each case, net and gross weights and dimensions and the total number of packages. All documents should be duly signed by the supplier's authorised representative.

6.4 The shipping arrangement in respect of Sea shipments will be made in consultation with the secretary, shipping Co-ordination Committee, Ministry of Surface Transport, Transport Wing; New Delhi (Telegraphic Address : Transchart, New Delhi) through their forwarding agents to whom adequate notice of not less than six weeks about the readiness of each cargo for shipping should be given by the Foreign Supplier for finalising the shipping arrangement under intimation to the Owner. The Govt. Forwarding Agents for various countries are listed in Schedule 'A'. (This is not applicable for Air Shipments).

6.5 SHIPMENT INFORMATION

As soon as any shipment is made, the Foreign Supplier shall send immediate information by way of Fax message to OWNER and to the Insurance Company as specified in the purchase order giving particulars of the shipments, vessels name, port of shipment, bill of lading numbers and date, total FAS/FOB and freight value with confirmation copies by post.

6.6 TRANSMISSION OF SHIPPING DOCUMENTS.

Foreign supplier shall obtain the shipping documents in twelve complete sets including three original stamped copies of the bill of lading as quickly as possible after the shipment is made and air mail as shown below so that they are received at least three weeks before the vessel's arrival. The Foreign supplier shall be fully responsible for any delay and/or demurrage in clearance of consignment at the port due to delay in transmittal of the shipping documents.

6.6.1 If in terms of Letter of Credit the complete Original set of documents are required to be sent to OWNER through Bank, the distribution indicated below will confine to copies of documents only (minus originals).

Document	OWNER(★) In-charge (Shipping & transport Chennai	OWNER(★★) In-charge (Materials, I&P) Bangalore	OWNER(★★★) In-charge (Stores) Kudremukh/ Mangalore
Bill of Lading	5 (including 1 I-original)	2	2(including 1-original)
Invoice	5	2	2
Packing list	4	2	2
Freight Memo	5	2	2
Country of Origin Certificate	4	2	2
Test Guarantee certificate	4	2	2
Drawing	4	2	2
Catalogue	1	2	2

(★) In-charge (Shipping & Transport),
Kudremukh Iron Ore Company Ltd,
No.6, Second Floor, Wallajah Road,
Chennai-600002
Tel : 8556738 & 8520450
Telex : 041-8733
Grams : KUDREORE
Fax : 044-8520450

(★ ★) In-charge (Materials, I&P),
Kudremukh Iron Ore Company Ltd,
Second Block, Koramangala,
BANGALORE-560 034, INDIA
Tel : 25532163
Grams : KUDREORE
Fax : 080-25532153 & 2553 5941

(★★★) In-charge (Stores),
Kudremukh Iron Ore Company Ltd,
KUDREMUKH PO 577142
Chickmagalur District-Karnataka
Grams : KUDREORE
Fax : 08263-54117

In-charge (Stores),
Kudremukh Iron Ore Company Ltd,
New Mangalore Port,
Panambur-575010
Tel : 407916 to 407919
Telex : 0832-285
Grams : KUDREORE
Fax : 0824-407422

7.0 TRANSIT RISK INSURANCE :

All equipments/materials shall be insured against all marine and transit risks on warehouse to warehouse basis by OWNER. However, the vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibilities are fully retained on the carriers so that consignee's interests are fully safe guarded and are in no way jeopardized.

FROM :

Kudremukh Iron Ore Company Limited

(A GOVT. OF INDIA ENTERPRISE)

II BLOCK, KORAMANGALA, BANGALORE-560 034

INDIA

PORT OF DESTINATION - CHENNAI/BANGALORE,INDIA

Purchase Order No.....Date

Net Weight.....KGS.

Gross Weight.....KGS

Dimensions in Cms.....

Case No./Total Number of Cases.....

(Say 1/x, 2/x, 3/x etc.)

NOTE : Marking shall be bold
Minimum letter height 5 Cms.

**SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES
F.O.B./F.A.S. CONTRACTS (IMPORTS)**

Shipping arrangements will be made by the Secretary, Shipping Co-ordination Committee, Ministry of Surface Transport, New Delhi (Cable : TRANSHART, New Delhi, Telex : VAHAN ND-2312, 2448 and 3104) Fax : 00-91-11-3718614, Tel No. 3719480) through their respective Forwarding Agents/Nominees as mentioned below to whom adequate notice of not less than six weeks about the readiness of cargo for shipment should be given by the Sellers from time for finalising the shipping arrangements.

Area	Forwarding Agents/Nominees
a) U. K. (including Northern Ireland (also Eire) the north continent of Europe, West Germany, Holland, Belgium, France, Norway, Sweden, Finland and Denmark and ports on the Continental Seaboard of the Mediterranean (i.e. French and Western Italian ports) and also Adriatic ports)	M/s Schonker International Deutschland GmbH, P.O. Box : 110313 D-20403 GERMANY, HAMBURG Fax : (040) 36135216 Telex : 402169 SHEHH Tel : (040) 36135-0
b) U S A and Canada	M/s OPT Overseas Project Transport Inc. (A Thyssen Haniel Logistic Co.) 46, Sellers Street, Kearny, N.J. 07032. TLX-673-3586, FAX-(201) 998-7833, Tel-(201) 998-7771.
c) Japan	The First Secretary, (Commercial) Embassy of India 2-11 Kudan-Minami, 2-Chome, Chiyoda-Ku, Tokyo 102, JAPAN (Cable: INDMBASSY, TOKYO) Telex : 2324886 INDEMB J Fax : 03(3234)4866 Tel : 03(3262)2391
d) Black Sea Ports of Bulgaria, Romania and Polish Ports	The Secretaries Indo-Polish Shipping Service C/o. The Shipping Corporation of India Ltd., Madame Cama Road, Nariman Point Mumbai-400 020 (Cable : SHIPINDIA, BOMBAY FOR SOVINSHIP) Telex : 011-82314 Fax : 022-2026905

e) Other Areas (Excluding
the Black Sea ports of USSR)

Shipping arrangements will be made
either directly or through :
The Shipping Corpn. of India Ltd.,
'Shipping House', Nariman Point
229/232, Madame Cama Road
Bombay-400 020
(Cable : SHIPINDIA BOMBAY)
Telex : 011-82314
Fax : 022-2026905

f) Singapore Ports

M/s. Far Eastern Services Pvt. Ltd.
116, Lavender Street,
Hex 01-06 Pek Chuah building
SINGAPORE-1233
Tel : 2989355 / 296662
Fax : 2986544 / 2995007
Telex : RS 28747 A/B. FARSER