



Karnataka State Minerals Corporation Limited, Bangalore

Expression of Interest (EOI) for empanelment of Agencies for providing service of sampling and Analysis of Iron Ore / other minerals from the mines of KSMCL located in Karnataka State, under e-tendering system through Karnataka Public Procurement Portal

Calendar of Events

EOI Reference	:	No. KSMCL/PROD/122/Empanelment/S&A/Minerals/2022-23/2056A
Commencement to Download from website http://eproc.karnataka.gov.in	:	From 31/10/2022
Last date and time for uploading response to the invitation of EOI in E-procurement platform on or before	:	17/11/2022 up to 5:00 pm
The response to the invitation of EOI will be opened Online by the Authorized Officer on	:	18/11/2022 at 11.00 am
Address for communication	:	Executive Director Karnataka State Minerals Corporation Limited TTMC, 'A' Block, 5thFloor, BMTC Building, K.H. Road, Shanthinagar, Bengaluru – 560 027

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Disclaimer

This Expression of Interest (EOI) contains brief information about the Project of KSMCL about conducting examination by the Corporation in Karnataka State. This EOI is not an agreement or an offer by the purchaser/authority to the applicant or any other person.

The purpose of the document is to provide the Applicants with information to assist the formulation of their EOI application or response to EOI Document.

The information provided in this EOI Document, to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The Applicants may conduct their own independent assessment, site visit, investigations and analysis and check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their EOI application.

Furthermore, the information provided in this EOI Document is not intended to be an exhaustive account of statutory or commercial requirements and should not be regarded as a complete or authoritative statement of law. KSMCL shall have no liability to any person including the Applicant under any law, statute or by any rule and/or regulation made there under, tort, equity, principles of restitution, unjust enrichment or otherwise for any loss, damage, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this EOI Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI Document any assessment, assumption, statement or information contained therein or deemed to form part of this EOI Document or arising in any way in this subject.

KSMCL shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI Document. KSMCL reserves the right to change any or all conditions/ information set in this EOI Document by way of revision, deletion, updation or annulment through issuance of appropriate addendum as the organization may deem fit without assigning any reason thereof.

KSMCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the EOI applications to be submitted in terms of this EOI Document.

The information contained in this EOI Document or subsequently provided to the prospective Applicants, whether verbally or in documentary or any other form by or on behalf of KSMCL or any of its employees or advisers, shall be considered confidential and is not to be reproduced/ adopted/ displayed for any purpose whatsoever.

This EOI Document is for informative purpose only and does not imply that KSMCL is bound to select or short-list Applicants for the RFP stage or to appoint the Applicant for the Project as the case may be and KSMCL further reserves its absolute right and discretion to terminate the process at any time without assigning any reasons or explanations thereof.

KARNATAKA STATE MINERALS CORPORATION LIMITED

(A Govt. of Karnataka Undertaking)

Regd. office: TTMC, 'A' Block, 5th Floor, BMTC Building,

K.H. Road, Shanthinagar, Bengaluru – 560 027

Phone No. 080-22278813/14/15/16

Email: enquiries.ksmcl@gmail.com

No. KSMCL/PROD/122/Empanelment/S&A/Minerals/2022-23/2056A Date: 31/10/2022

Section 1 – Invitation of Expression of Interest

1. Executive Director, Karnataka State Minerals Corporation Limited (KSMCL) invites Expression of Interest through single stage bid systems under e-tendering through Karnataka Public Procurement Portal for the following service:

“Empanelment of Agencies for providing service of sampling and Analysis of Iron Ore / other minerals from the mines of KSMCL located in Karnataka State”
2. The shortlisted agency will be intimated to submit the financial bid through e-procurement portal and the selection will be made under Least Cost Selection (LCS) procedures described in this EOI Document.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference (TOR) – Annexure 1
 - (b) Supplementary Information for the including suggested formats for the submission of Technical Proposals –Annexure 2
 - (c) Form of Contract for Services under which the Services will be performed. (Annexure 3)
 - (d) Special Conditions of the Contract.
4. Deleted.
5. Submission of Proposals:
 - 5.1. The technical proposals shall be submitted and should generally follow the Forms given in the “Supplementary Information to Applicants” The Technical Proposal should include the description of the firm/organization, the firms general experience in the field of service. The Technical Proposal should not contain any cost information, whatsoever.
 - 5.2. Response to the invitation of EOI shall be uploaded through e-tendering system by the Applicants using their user ID and addressed to the Executive Director, Karnataka State Minerals Corporation Limited (KSMCL),

Bengaluru in the manner prescribed in EOI Document on or before the last date & time stipulated.

- 5.3. The EOI document can be downloaded from Karnataka Public Procurement Portal (e-procurement) website: <https://eproc.karnataka.gov.in>., Department: MML – Karnataka State Minerals Corporation Ltd. Interested Applicants are requested to register in the e-procurement platform well in advance.
- 5.4. The Applicant shall submit the following documents as part of the EOI:
- a) Status of the firm (upload supporting document)
 - i) Individual / proprietary Firm registration certificate/GST in the name of the firm
 - ii) Partnership firm Partnership deed / Registration Certificate of the firm
 - iii) Private / Public Limited Certificate of Incorporation Company
 - b) FORM F-1 Technical Proposal
 - c) FORM F-2 Applicant's Information
 - d) FORM F-3 Assignments of similar nature successfully completed during last three years (2018-19 to 2020-21)
 - e) Copy of PAN and GST Registration Certificate
 - f) Audited balance sheet and profit and loss statement of the firm certified by Chartered Accountant for having achieved in at least two financial years an average annual financial turnover of Rs. 13.60 Lakh during the past three financial years, i.e., 2018-19 to 2020-21.
 - g) Copy of Income Tax Returns filed for two years during 2 (two) preceding financial / Assessment Years of the three preceding financial years, i.e., 2018-19 to 2020-21.
 - h) The Agency should possess a valid certificate issued by the National Accreditation Board (NABL) for conducting sampling and analysis in the Applicant's laboratory located in Karnataka.
 - i) In case if the Agency has collaborated with any laboratory for conducting sampling and analysis located in Karnataka, a copy of the MOU/agreement establishing the tie-up for past three years and the valid accredited certificate of the tied up laboratory should be submitted.
 - j) The validity period of the accreditation certificate shall not be expired on or before the last date for submission of application. In case, validity expires after acceptance, the empaneled lab shall re-validate the

accreditation certificate to ensure its validity for the entire period of the agreement.

- k) Annexure 4-Undertaking regarding non-blacklisting / non-debarment

5.5. Opening of Proposal

The response to the invitation of EOI consisting of Technical Proposal will be opened online on the date and time mentioned in Calendar of Events.

6. Evaluation of Proposals

A single stage procedure will be adopted in evaluating the Technical proposals. The technical proposals will be evaluated using the following criteria:

- (i) The Applicant shall be a Proprietorship / Partnership firm / Private / Public Company (Proprietorship – GST Registration, Partnership firm – Registration Certificate / Partnership Deed, Private/Public Company – Certificate of Incorporation, to be uploaded);
- (ii) The Agency should submit at least two Work Orders and corresponding Work Completion Certificates for having conducted sampling analysis of Iron Ore / minerals in the past five years i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. Copy of the work order and related work completion certificate should be uploaded as per Form-3;
- (iii) The Applicant should have achieved in at least two financial years an average annual financial turnover of Rs. 13.60 Lakh during the past three financial years, i.e., 2018-19 to 2020-21. Balance sheet and Profit & Loss Statement should be uploaded.
- (iv) The Applicant should have valid certificate issued by the National Accreditation Board (NABL) for conducting sampling and analysis in the Applicant's laboratory located in Karnataka. In case if the Agency has collaborated with any laboratory for conducting sampling and analysis located in Karnataka, a copy of the MOU/agreement establishing the tie-up for past three years and the valid accredited certificate of the tied up laboratory should be submitted.

7. Selection Process

- i) The prospective applicants who submit EoI as per the specified Format will be considered for short-listing based on their experience, financial capability and other merits. RFP will be invited from the shortlisted applicants for final selection based on commercial parameters to be indicated in the RFP.
- ii) Only Shortlisted Applicants will be issued the Request for Proposal (RFP) for submission of Financial bid through e-procurement portal.

8. Please note that the Company is not bound to select any of the firms submitting proposals.

9. Deleted
10. Deleted
11. Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.
12. Deleted
13. Deleted
14. Deleted
15. Deleted
16. Deleted
17. Karnataka State Minerals Corporation Limited reserves the right to reject any or all responses received for the invitation of EOI without assigning any reason, whatsoever.

Sd/-
Executive Director, KSMCL

Annexure – 1 Terms of Reference

1. Scope of work

- a) The empaneled lab shall conduct analysis of the mineral of the given sample by the Executive Director.
- b) KSMCL will provide requisite machineries / man power only for trenching ore stocks and assist in drawing samples.
- c) Trenching and drawing of samples shall be carried out in the presence of a qualified Chemist / Sampler of the empaneled lab, in accordance with standards stipulated.

2. Submission of Analysis Report

- a) Analysis report shall be submitted to Executive Director, KSMCL in sealed cover.
- b) The report shall be kept confidential and shall not be disclosed to any other persons without written permission from KSMCL.
- c) The report shall be drawn up as per the requirement stipulated in the work order issued by respective Mine Manger / Authorized person.
- d) Report shall be submitted within 7 (Seven) days from the date of drawing samples.
- e) Sampling pockets shall be retained by the empaneled lab for a minimum period of 3 (three) months for any cross verification of the results.
- f) If any variation is noticed in the results, the sampling and analysis shall be repeated for particular lot, no separate payment will be made for such work.

3. Other Conditions

- a) The quantities for analysis proposed for mines and minerals are only indicative / tentative and Company reserves rights to increase or decrease the annual quantity.
- b) The quantity of minerals actually offered for sampling and analysis shall be decided by KSMCL in its sole discretion.
- c) The Analysis of the minerals shall be conducted only at a NABL Certified Laboratory.

- d) The sampling procedure shall be as per Indian Standard Institution (ISI) IS: 1405-1982 and chemical analysis as per IS. 1493 (part-1)-1981.
- e) For purpose of sampling lot shall be divided into a number of sub lots as per Indian Standard Institution (ISI) IS: 1405-1982.
- f) Skilled samplers to be engaged for collection of samples under the supervision of required qualified person.
- g) The trenchers / pits shall be made in the lots as per sampling procedure.
- h) The sampling shall be conducted to the lots shown by the respective Mines Manager / Authorized person of KSMCL.
- i) The sampling work is intimated as and when required by the respective Mines Manager / Authorized person of KSMCL.
- j) The quantity of shall be decided and declared by the respective Mines Manager / Authorized person of KSMCL.
- k) The maximum quantity of 5 kg raw sample after coning and quartering of each sub lot as per IS: 1405 – 1982 shall be permitted to be carried to the lab for sampling work.
- l) KSMCL shall provide any machinery required for trenching and pitting for sampling work.
- m) The transportation arrangement for sampling at Mines and carrying the sample to the labs shall be arranged by the empaneled lab at their cost.
- n) The sampling shall be carried out in presence of KSMCL personnel.
- o) One powder reference sample shall be given to KSMCL of every lot.
- p) The chemical analysis shall be carried out only for ascertaining the percentage of major minerals. The chemical analysis of other chemical element shall be carried out only at the request of Mines Manager / Authorized person of KSMCL and issued through a separate Work Order.
- q) The physical Analysis, Tumbler index and density test shall be performed only on the request from Mines Manager / Authorized person of KSMCL and issued through a separate Work Order.

4. Location of Mines

Sl. No.	Name & address of Mines	Contact person
1	Subbarayanahalli Iron Ore Mine (SIOM), Sandur, Ballari District	Sri. Mallikarjun Sarapur General Manager (P) KSMCL, Bangalore Ph.: 8763673728
2	Thimmappagudi Iron Ore Mine (TIOM) Sandur, Ballari District	
3	Nerelekere Dolomite Mine, Bagalkot District	
4	Karya Magnesite Mine, Nanjangud District	

Annexure – 2- Supplementary information for the Applicants

Proposals:

1. Proposals should include the following information:
 - (a) Technical Proposals:
 - (i) Technical Proposal Submission in Form F-1.
 - (ii) Applicant's Information in Form F-2
 - (iii) Recent experience on assignments/projects of similar nature executed during the last five years in the format given in Form F-3;

FORM F – 1-Form of submission of technical proposal

To.

The Executive Director
Karnataka State Minerals Corporation Limited
TTMC, 'A' Block, 5thFloor, BMTC Building,
K.H. Road, Shanthinagar,
Bengaluru – 560 027

Sir / Madam,

Sub: Empanelment of Agencies for providing service of sampling and Analysis of
Iron Ore / other minerals from the mines of KSMCL located in Karnataka
State

Reference: RFP No. Your letter dated

We herewith enclose Technical Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:.....

Name:.....

Address:.....

.....

.....

(Authorized representative)

FORM F – 2-Applicant’s Information

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

1)	Name and full address of the Firm. Phone, Fax, e- Mail, website:	
2)	Status of firm (Individual, Partnership, Private Company, Public Limited Company, PSUs etc.,	
3)	Name of the contract Person Address & Phone / Mobile No. E-mail	
4)	Achieved in at least two financial years an average annual financial turnover of Rs.13.60 Lakh during the past three financial years, i.e., 2018-19 to 2020-21. Balance sheet and Profit & Loss Statement should be uploaded.	2018-19: 2019-20: 2020-21: (Upload Balance Sheet and Profit & Loss Statement)
5)	IT returns filed for two years of preceding three years Assessment / financial year from 2018-19 to 2020-21.	Yes / No (upload relevant document)
6)	PAN & GST Registration No.	PAN : GST No.: (upload relevant document)
7)	Proof of experience of at least two Work Orders and corresponding Work Completion Certificates for having conducted sampling analysis of Iron Ore/minerals in the past five years i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. Copy of the work order and related work completion certificate should be uploaded.	Upload relevant documents
8)	Valid NABL accredited Certificate	
9)	Any other relevant documents as mentioned in the EOI document	Upload documentary evidence

DECLARATION

I/ We do hereby declare the particulars furnished above are correct and I/We are ready to furnish any other details and originals for verification as may be required by Karnataka State Minerals Corporation Limited. I/We also declare that, I/We shall abide by the terms and conditions of the EOI. I/We further undertake to provide service of sampling and Analysis of Iron Ore / other minerals from the mines of KSMCL located in Karnataka State as per the EOI, if the contract is awarded.

Dated this _____ Day of _____ 2022

Name of the Applicant: _____

Signature and Seal of the Authorized Signatory _____

Name and Designation of the Authorized Signatory _____

Place: _____

FORM F – 3-Assignments of similar nature successfully completed during last five years (2017-18 to 2021-22)

Sl. No.	Name of the assignment	Company	Cost of assignment	Date of Work Order	Date of completion	Was assignment satisfactorily completed	Reason for delay.

FORM F – 4, 5 & 6 Deleted

Annexure 3-Contract for Services

THIS CONTRACT (“Contract”) is entered into this [insert starting date of assignment], by and between [insert Company’s name] (“the Company”) having its principal place of business at [insert Company’s address], and [insert Agency’s name] (“the Agency”) having its principal office located at [insert Agency’s address].

WHEREAS, the Company wishes to have the Agency performing the services hereinafter referred to, and

WHEREAS, the Agency is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

- (i) The Agency shall perform the services specified in Attachment A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Agency shall provide the personnel listed in Attachment B, “Agency’s Personnel” to perform the Services.
- (iii) The Agency shall submit to the Company the reports in the form and within the time periods specified in Attachment C, “Agency's Reporting Obligations”.

2. Term:

The Agency shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. Ceiling

For Services rendered pursuant to Attachment A, the Company shall pay the Agency an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Agency’s costs and profits as well as any tax obligation that may be imposed on the Agency.

B. Schedule of Payments

The Schedule of payments shall be as under:

The Agency shall submit the invoice for having provided the services to KSMCL Corporate Office.

The payment to the Agency will be released from corporate office after verification and acceptance of service and accordance to terms of the contract.

4. Deleted

5. Performance Standards:

The Agency undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Agency shall promptly replace any item assigned under this Contract that the Company considers unsatisfactory.

6. Confidentiality:

The Agency shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Company's business or operations without the prior written consent of the Company.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Agency for the Company under the Contract shall belong and remain the property of the Company. The Agency may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Company.

8. Agency not to be engaged in certain activities:

The Agency agree that during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Agency will be responsible for appropriate insurance coverage. In this regard, the Agency shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Agency or its staff. The Agency shall provide the Company with certification thereof up on request.

10. Assignment:

The Agency shall not assign this Contract or to sub-contract any portion without the Company's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Company:

The Agency shall indemnify and hold harmless the Company against any and all claims, demands and/or judgments of any nature brought against the Company

arising out of the Services by the Agency and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Taxes:

The Agency shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Company will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid / reimbursed by the Company separately.

For the Company

Signed by:

Name and designation

Date:

Place

For the Agency

Signed by:

Name and designation

Date:

Place:

List of Attachments to the Contract:

Attachment A: Description of Services

Attachment B: Terms of Reference

Attachment C: Special Conditions of the Contract and all terms & conditions of the EOI.

Section 2 – Special Conditions of Contract

1. Payment Terms and Conditions

- a) All the payment towards sampling and analysis charges shall be made through the respective mine units of KSMCL.
- b) The analysis certificate with respect to each Sampling and Analysis work shall be submitted within 7 (seven) days from the date of performing such Sampling and Analysis. The bill shall be submitted along with or after submission of the analysis certificate.
- c) All applicable taxes except GST will be deducted from the bill. GST will be paid by KSMCL as applicable.

2. Contract Rate:

The agreed contract rate after finalizing the financial bid will be same without any change during the entire period of contract.

3. Empanelment Tenure:

- a) The period of empanelment is for 2 (two) years from date of signing the Agreement.
- b) The price shall remain fixed during the two years of contract and no price revision will be entertained for the extended period.

4. Security Deposit

4.1. Within 10 days of receipt of the Letter of Intent, the empaneled lab shall deposit an amount equivalent to **5%** of the value of contract assigned, as Security deposit (SD) along with the letter of consent.

- a) The amount of Security Deposit shall be paid / deposited in the form of DD or through RTGS/NEFT or unconditional and irrevocable Bank Guarantee to KSMCL before signing of the agreement.
- b) In case of breach of contract, Security Deposit shall be forfeited.
- c) In case of violations of any Act, policies of enforcing agencies of Government or litigation, or if KSMCL is held liable to pay any claim for losses, damages, etc., on account of negligence, deficiency in skill or care in the performance of duties by Contractor, the expenses incurred for rectifying such violations or incurred in payment against such claims and for such litigation, will be recovered from Contractor directly or from bills payable or in any other manner, including forfeiture of Security Deposit.
- d) The Security deposit will be held by the company until 3 months after the completion of the work and the same would be refundable to the contractor, only after adjusting the amounts that may be due to the company from the contractor.

e) In case of violations of any Act, breach of contract, violation of law noticed by enforcing agencies or litigation, the expenses incurred for rectifying such irregularities, inter-alia will be deducted from the running bills available with KSMCL including forfeiture of Security deposit.

f) Security Deposit will not carry any interest.

4.2. Failure of the empaneled lab to comply with the requirements of Sub-Clause 4.1 shall constitute sufficient grounds for cancellation of the award and initiating disciplinary action by blacklisting the bidder.

5. Termination of Agreement

The Agreement between KSMCL and the empaneled lab shall be liable for termination on any of the following grounds:

- a) Continuous non-availability / poor availability of the empaneled lab to perform the scope of work. Such conduct will attract termination of Contract and complete forfeiture of Security Deposit.
- b) If the empaneled lab is rendered incapable of performing any or all of the terms of the contract either by acts of commission or omission or by operation of law.
- c) Breach of contract, non-performance / dissatisfactory performance, violation of laws or restrictions imposed by the enforcing agencies against alleged unlawful activities and failure to comply with the terms and conditions stipulated in the respective agreement.
- d) In the event of termination of the contract for any of the above stated reasons, KSMCL will have the right to entrust the contract for the remaining period in the Agreement to any other person/s at the sole cost and risk of the empaneled lab.

6. Obligations of the Contractor

- a) The Contractor is directly responsible and liable for payment of minimum wages and other obligations such as medical claims, PF and compensations under Workman Compensation Act and rules made there under, P.F Act / Rules, Minimum Wages Act & Payment of Bonus Act, Industrial Dispute Act 1947, Contract Labour (Regulation & Abolition) Act 1970, and any other labour legislation, for the persons engaged by him.
- b) The Contractor shall obtain required license under contract labour [Regulation and Abolition] Act 1970 and rules made there under.
- c) The Contractor has to make his own arrangements for transportation of their manpower to site and back.
- d) All the required medical facilities shall be provided to the personnel deployed by Contractor for operation and maintenance of equipment /vehicle.
- e) The Contractor shall maintain all the records as required by PF statutory authorities and submit necessary returns as per the provisions of the Act.
- f) No personnel below 18 years shall be employed / deployed for the work.
- g) The Contractor shall be responsible for complying with all labour legislations.

7. Indemnity

The empaneled lab/ Contractor, hereby agrees and undertakes, to indemnify, KSMCL against any action or proceeding, cost (including reasonable attorneys' fees) or claim, loss or damage, that may arise against KSMCL, as a result of their failure to;

- a) comply with various statutory requirements,
- b) make any payments,
- c) discharge any of liabilities / obligations,
- d) Any act of commission / omission in the matters.

8. Force Majeure

a) In case, the contract is to be cancelled / terminated for any reason arising out of the law governing the Contract Labour Regulation and Abolition Act, or any other law or for any reasons like war, hostility, military operation of any character, civil commotions, sabotage, quarantine restriction, acts of Government embargo's and local issues, which are beyond the control of either party, then notice of the happening of any such eventuality is to be given by either party to the other within 30 days from the date of occurrence along with notice of termination. Neither party shall have any claim for damage/s against the other in respect of non-performance or delay in performance due to force majeure.

b) If the work cannot be executed under the period of contract due to quarantine restrictions, Governmental regulations, law and order and other proclamations etc., or any other happening including judicial, executive or administrative orders of Competent Authority or local issues which are beyond the control of either party, after getting relief from such orders, KSMCL may in its sole discretion extend the term of the Agreement by such duration as is equivalent to the duration of the subsistence of the Force Majeure event, but at any event not exceeding 90 days.

9. Settlement of dispute

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under

- a) 1st Stage: Committee formed at the level of ED to deal with dispute.
- b) 2nd Stage: Committee formed at the level of Managing Director of KSMCL to deal with dispute.
- c) 3rd Stage: The dispute matter referred to Board for its perusal and orders.
- d) 4th Stage: Shall be referred and settled under the Arbitration Centre-Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules. The place of Arbitration shall be at Arbitration Centre-Karnataka Bangalore.

9.1. Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Karnataka (Domestic & International) Rules 2012

9.2. Miscellaneous

In any arbitration proceeding hereunder:

- a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- b) the English language shall be the official language for all purposes

- c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- d) No interest shall be claimed by parties for the disputed amount / amount claimed before the Arbitration Centre from the date when cause of action will arise till the date of award by Arbitrator.

10. Jurisdiction

The Courts situated within the city of Bangalore alone shall have jurisdiction to decide all disputes and claims that may arise between the parties to the exclusion of any other court/s exercising any jurisdiction over any of the areas within which the mines are situated.

11. Assignment

The contract is not assignable on either side. Neither party shall at any time, assign, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

12. Discretion

Managing Director, KSMCL reserves the right of rejection of all or any of the responses received for the invitation of Expression of Interest without assigning any reason thereof.

Managing Director, KSMCL reserves the right to cancel the EOI even after acceptance in case of any violation of the terms and conditions or for any reasons.

Annexure 4-Undertaking regarding non-blacklisting / non-debarment
(Should be submitted on the letterhead of the Applicant)

To.

The Executive Director
Karnataka State Minerals Corporation Limited
TTMC, 'A' Block, 5thFloor, BMTC Building,
K.H. Road, Shanthinagar,
Bengaluru – 560 027

Sir / Madam,

I/We hereby confirm and declare that I/we, M/s. _____, is not blacklisted/ De-registered/ debarred by any State or Central Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Dated this _____ Day of _____ 2022

Name of the Applicant: _____

Signature and Seal of the Authorized Signatory _____

Name and Designation of the Authorized Signatory _____

Place: _____