



**KARNATAKA STATE MINERALS CORPORATION
LIMITED, BANGALORE**

e-Tender for selection of contractor / agency for providing manpower services for formation of fire line and deployment of fire watchers at Subbarayanahalli Iron Ore Mine (MLNo.2629) and Thimmappanagudi Iron Ore Mine (MLNo.2605) at Sandur Taluk, Bellary District.

Tender Schedule

Tender file Reference No	:	KSMCL/ CIVIL/SND DIVIN/FL&FW/09/2023-24
E-procurement Ref No	:	
Commencement to Download from website https://kppp.karnataka.gov.in	:	From 27/11/2023
Last date and time for uploading of e-tender in E-procurement platform on or before	:	16/12/2023 up to 5:00 pm
The Technical bid will be opened Online by the Authorized Officer on	:	19/12/2023 at 11:00 am
Estimated Tender Value	:	Rs. 48,00,000/-
Earnest Money Deposit (EMD)	:	Rs. 96,000/-
Address for communication	:	Executive Director Karnataka State Minerals Corporation Limited TTMC, 'A' Block, 5thFloor, BMTC Building, K.H. Road, Shanthinagar, Bengaluru – 560 027

Note:

- 1) Any changes in the above schedule will be notified in e-portal and **no** notifications will be issued in Newspapers.
- 2) In the event of the specified date of opening of bids being declared a holiday for the bid inviting authority, the bids shall be opened on the next working day at the same time and venue.
- 3) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed in the manner described under Instructions to Bidders Section 1 of Bid Documents on or before the stipulated last date & time.

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SECTION 1: e-Tender – Letter of Invitation

Under Karnataka Public Procurement Portal(e-Procurement)

Tender No. KSMCL/CIVIL/SND DIVIN/FL&FW/09/2023-24/---- Date:--/10/2023

Executive Director, Karnataka State Minerals Corporation Limited (KSMCL) invites e-tender through two bid systems under e-procurement procurement system for the following service:

“Providing Manpower services to the Company for formation of fire line and deployment of fire watchers at Subbarayanahalli Iron Ore Mine (ML No.2629) and Thimmappanagudi Iron Ore Mine (ML No.2605) at Sandur Taluk Bellary District”.

The Tenderer will be selected under Least Cost Selection (LCS) procedures described in this Tender Document.

The Tender Document includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Tenderers
- Section 3 - Technical Proposal
- Section 4 - Financial Proposal
- Section 5 - Terms of Reference
- Section 6 - Standard Form of Contract

01. The tenderers may submit tenders for the goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
02. Tender documents may be downloaded from Government of Karnataka e-procurement website <https://kppp.karnataka.gov.in>
03. Tenders submitted in any other manner will not be accepted. Tenderers are required to obtain Class III Digital signature from designated firms (details available on E-procurement Portal) and then register with the Government of Karnataka e-procurement platform and submit tenders by using their user ID and Digital Signature.
04. Tenders must be accompanied with Earnest Money Deposit (EMD) which shall be paid online through e-Procurement portal.
05. Tenders must be electronically submitted (online through Internet) within the date and time published in e-procurement portal. Technical bids will be opened at prescribed time and date in the e-procurement portal.
06. Karnataka State Minerals Corporation Limited reserves the right to reject any or all tenders without assigning any reason, whatsoever.
07. Other details can be seen in the tender documents.
08. Contact e-procurement helpdesk: No.080-46010000/ 68948777 for any support in uploading and registration.

Sd/-

Executive Director

SECTION 2: Information to Tenderers

1. Introduction

- 1.1 Executive Director, KSMCL invites e-tender for selection of Contractor / Agency for providing manpower services to the Company, for formation of fire line and deployment of fire watchers at Subbarayanahalli Iron Ore Mine (ML No.2629) and Thimmappanagudi Iron Ore Mine (ML No.2605) at Sandur Taluk, Bellary District in accordance with the method of Least Cost Selection through Karnataka Public Procurement Portal, GoK.
- 1.2 The tenderers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Contractor.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the tenderer under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4 The tenderer must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, tenderers are encouraged to pay a visit to the Client before submitting a Proposal. The tenderer's representative should contact the officials named in the Data Sheet to arrange for their visit at their own cost or to obtain additional information on the proposed service. Tenderers should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the required inputs to the firm to carry out the services, and make available relevant information about the service.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 Karnataka State Minerals Corporation Limited (KSMCL) expects tenderers to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Tenderers shall not be hired for any assignment that would be in conflict with their

prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, tenderers shall not be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing the service called for the same project. Conversely, firms hired to provide service for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier services) for the same project.
- (b) Tenderers or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Tenderer.

1.7.2 As pointed out in para. 1.7.1 (a) above, contractor may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the contractor should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which contractor will be hired for the purpose.

1.8 It is KSMCL's policy to require that contractor observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the KSMCL:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of KSMCL, and includes collusive practices among tenderers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive KSMCL of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded KSMCL-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a KSMCL-financed contract; and

- (d) Will have the right to require that, KSMCL to inspect tenderer's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by KSMCL.
- 1.9 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by KSMCL in accordance with the above sub para 1.8 (c).
- 1.10 Tenderers shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Amendment of tender documents

- 2.1 The Corrigendum/Addendum, if any; will be published only on e-procurement portal. Every such Corrigendum / Addendum shall become part of the tender document. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of proposal

- 3.1 Tenderers are requested to submit the tender (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical bid, tenderers are expected to examine the documents comprising this Tender Document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- a) Technical proposal submission form as per Annexure - **3A**
 - b) Tenderer's information in Annexure - **3B** duly filled and signed.
 - c) 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
 - d) The Earnest Money Deposit (EMD) of Rs.96,000.00 (Rupees Ninety Six

Thousand only) shall be required to be paid only through any of the four modes of e-Payment (credit / debit card, NEFT / RTGS or OTC) along with the Proposal

- 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. 48.00 Lakhs during the past three financial years, i.e., 2020-21 to 2022-23
- g) Copy of Income Tax Returns filed for any two financial / assessment years of during three preceding financial years, i.e., 2020-21 to 2022-23
- h) Work done certificates issued by clients as proof of completing the similar work in any one year during last 3 financial years between 2020-21 to 2022-23 under any Public/Private Company/Lessee.
- i) The tenderer should have a valid class-1 license issued by department of PWD, GoK /Forest Department
- j) Copy of valid Registration Certificate fromEPF Department.
- k) Copy of Registration certificate with Labour Department issued by State/Central Government.
- l) Undertaking regarding non-blacklisting / non-debarment as per Annexure - 3C
- m) Any additional information requested in the Tender Document.

3.4 The Technical Proposal shall not include any financial information.

Financial Proposal

3.5 In preparing the Financial bid, tenderers are expected to take into account the requirements and conditions of the tender document. The rate should be quoted through e-Procurement portal only (Section 4).

3.6 For firewatchers, the rate quoted shall be for **Per Person-Per Day in Indian Rupees (INR)** which shall include wages, service charges, transportation facilities for the labour and equipment like fire extinguisher and any other equipment required to extinguish the fire (**including GST as applicable**).The rate quoted shall be in par with the prevailing minimum wages for unskilled workers under mines category fixed by the labour department, State / Central Government.

- 3.7 For fire line formation, the rate quoted shall be for **Per Sq. Mtr.,in Indian Rupees (INR)** which shall include service charge, manpower, equipment, transportation etc., (including GST as applicable).
- 3.8 The tenderer should quote for both items, i.e., deployment of fire watcher and formation of fire line, compulsorily failing which the tender will be considered as non-responsive.
- 3.9 The evaluation of offers will be made on the basis of the lowest offer received, among the two items of both fire line and fire watchers for the total estimated quantity and total manpower required during the period of contract. The sum of the least will be considered for evaluation and as successful bidder.
- 3.10 The rate quoted in the price schedule shall remain firm throughout the contract period and any price variation is not permissible under any circumstances.
- 3.11 Any variation in the rate etc., will not be allowed on any grounds, such as mistake, misrepresentation, suppression of facts etc., after the bid has been submitted.
- 3.12 The financial bid will be opened only after complete evaluation process of technical tender documents by the specified Tender Scrutiny Committee.
- 3.13 The Financial bid of the technically qualified tenders shall only be opened.
- 3.14 The rates quoted in financial bid shall be inclusive of all applicable taxes and levies inclusive of GST. TDS as applicable will be deducted from the running bill.
- 3.15 The company reserves rights to negotiate with the tenderers, if found necessary.

4. Submission, receipt and opening of proposals

- 4.1 The Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be typed or prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 The Tenderers shall upload the scanned documents of the tender through e-procurement platform. No other mode of submission is permitted. All the documents submitted are required to be signed digitally by the tenderer. After electronic bid submission, the system generates a unique Tender identification number which is time stamped as per server time. This shall be treated as acknowledgement of tender submission. Tenderer shall submit the bids electronically before the submission date and items published in e-procurement portal.

- 4.3 Deleted.
- 4.4 Deleted.
- 4.5 The completed Technical and Financial Proposal must be submitted in the e-procurement portal on or before the time and date stated in the Data Sheet. The portal will not accept any Proposal received after the closing time for submission of proposals.
- 4.6 KSMCL will open the tenders online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of tenders documents being declared a holiday for the company, the opening shall be carried out at the specified time on the next working day.
- 4.7 Initially, the Technical bid shall be opened and the Price bid of only those tenderers whose technical tender is deemed to be Responsive and is acceptable to the Company shall be opened online subsequently. The decision of the KSMCL is final and binding in this regard.

5. Proposal evaluation

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any tenderer wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the tenderer's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.
- 5.3 The rate quoted shall be in par with the prevailing minimum wages fixed by the labour department, GOK. If the rate is under quoted, the tender is liable for rejection.
- 5.4 Responsiveness of proposal
The proposals received would be subject to a responsiveness check followed by a step-wise evaluation procedure. The proposal submitted by tenderers shall be initially scrutinized to establish Responsiveness. A proposal shall be deemed "Responsive" if it satisfies all of the following requirements:
- a) It has strictly followed the procedure laid down for submission of tender;
 - b) It includes sufficient information for it to be evaluated and is in the formats specified;

- c) Financial proposal shall not contain conditions or qualifications and shall be in the format given and Fees quoted shall be in Indian Rupees.

5.5 Non-responsiveness of proposal

A proposal not satisfying any of the above conditions mentioned in Clause 5.3 shall be deemed to be Non-Responsive and liable to rejection.

Karnataka State Minerals Corporation Limited reserves the right to reject any proposal if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The tenderer does not respond promptly and thoroughly to requests for supplementary information required for evaluation of the proposal.

5.6 Successful tenderer will be decided as under:

- a) Financial bid will be opened only if the tenderer qualifies the tender conditions laid down in the Technical Bid.
- b) The tenderer offering the lowest rate in Indian Rupees for providing manpower per person / per month for firewatchers and per Sq. mtr., for fire line formation will be considered.
- c) In case, two or more tenderers quote same rate and thereby emerge as lowest tenderers, then such tenderers shall be called upon to quote through sealed cover, a lower rate lesser than the lowest quoted in the tender will be considered. If any of the tenderers refuse to participate, tender will be finalized among the participating tenderers having agreed to quote revised lower rate. Except for the successful tenderer, all other publications of the tenderers shall be deemed to have been rejected.
- d) If for any reason, rates quoted in the tender fall short of KSMCL expectations, whether documented or not, may refuse to accept the offers.
- e) KSMCL reserves the right to negotiate with successful tenderer regarding price, terms and conditions in the best interest of the Company and the tender accepting authority decision will be final and binding on such tenderers.
- f) A Letter of Intent shall be issued to the successful tenderer by KSMCL.

5.6.1 Interpretation of documents

KSMCL will have the sole discretion in relation to:

- a) The interpretation of this NIT, the proposals and any documentation provided in support of the proposals
- b) All decisions in relation to the evaluation and ranking of proposals, whether or not to require any clarifications or additional information from tenderer in relation to its proposal and the selection of the successful tenderer.

- c) KSMCL will have no obligation to explain its interpretation of this NIT, the proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the successful tenderer.

6. Negotiations

- 6.1 Negotiations, if necessary, will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal and any suggestions made by the firm to improve the Terms of Reference. The Client and tenderer will then work out final Terms of Reference, periods in the field and in the home office, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Tenderer can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve proposed unit rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified. (Not Applicable)
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the tenderer will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of contract

- 7.1 Tenderer emerging as lowest shall be issued a Letter of Intent (LoI) and will be given 10 working days’ time from the date of receipt of LoI to accept the same.

- 7.2 In case, letter of consent accepting the offer is not received within the aforementioned period of 10 working days, the LoI stands withdrawn.
- 7.3 Contract / Agreement shall be entered with successful tenderer defining the terms governing the scope of work and other terms and conditions with KSMCL for a period of **six (6) months** within 10 (ten) days from the date of issue of letter of consent along with payment of Security Deposit and shall be issued a work order within 7 (seven) days of execution of such Agreement.
- 7.4 If the L1 bidder fails to enter into the agreement, KSMCL reserves the right to initiate action against the L1 bidder by forfeiting the EMD, including blacklisting the bidder at the discretion of Tender Accepting Authority, which shall be final and binding.

8. Security deposit

- 8.1 Within 10 days of receipt of the Letter of Intent, the Successful tenderer shall deposit an amount equivalent to 5% of the value of contract as Security deposit (SD) along with the letter of consent.
- a) The EMD of the successful bidder will be converted as Security Deposit.
 - b) The balance amount of Security Deposit shall be paid / deposited in the form of unconditional and irrevocable Bank Guarantee or DD or through RTGS/NEFT to KSMCL before signing of the agreement.
 - c) In case of breach of contract, Security Deposit shall be forfeited.
 - d) If bidder after signing the contract fails to provide the required service and manpower as per the specifications and time schedule mentioned in the contract agreement.
 - e) 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.
 - f) 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.
 - g) 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.
 - h) Security Deposit will not carry any interest.

- i) Failure of the successful Tenderer to comply with the requirements of Sub-Clause 8.1 shall constitute sufficient grounds for cancellation of the award and forfeiting the EMD.

9. Confidentiality

- 9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the tenderers who submitted the proposals or to other persons not officially concerned with the process, until the winning contract has been notified that it has been awarded the contract.
- 9.2 KSMCL shall treat all Bids and other documents, information and solutions submitted by tenderers as confidential, and shall take all reasonable precautions that all those who have access to such material, treat this in confidence. KSMCL will not divulge any such information unless it is ordered to do so by any authority, which has the power to require its release.
- 9.3 During this period, the tenderer shall not disclose or utilize any such documents, information without the written approval of KSMCL or as required by law or any governmental authority.
- 9.4 KSMCL and each tenderer shall ensure that their representatives or any third party to whom for the tender document was required to be divulged for the preparation of tender or for evaluation, as the case may be, such tenderers or third party maintains the confidentiality of the tender document and the evaluation.
- 9.5 Any information relating to examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other person not officially concerned with the tender process until the award to the successful tenderer has been communicated.

10. Right to accept any tender and to reject any or all bids

- 10.1 Notwithstanding anything contained in this NIT, Karnataka State Minerals Corporation Limited reserves the right to accept or reject any proposal and to annul or suspend the bidding process and reject all proposals without assigning any reason thereof, at any time prior to the issuance of Letter of Intent (LOI) without incurring any liability or consequences or any obligation to inform the affected tenderers of the grounds for rejection.

11. Data Sheet

Clause Reference	Tender No. KSMCL/ CIVIL/SND DIVIN/FL&FW/09/2023-24/----	
1.1	The name of the Client is:	Karnataka State Minerals Corporation Limited
	The method of selection is:	Least Cost Selection (LCS)
1.2	A technical and a Financial Proposals are requested:	Yes
	The name, objectives and description of the Assignment are:	Providing Manpower services to the Company, for formation of fire line and deployment of fire watchers at Subbarayanahalli Iron Ore Mine (ML No.2629) and Thimmappanagudi Iron Ore Mine (ML No.2605) at Sandur Taluk Bellary District.
1.3	The Assignment is phased:	Yes. Details mentioned in Scope of Work.
1.4	A pre-proposal conference will be held:	No
1.5	<p>KSMCL shall adhere to the following bidding schedule:</p> <p>1 Commencement of downloading the Tender document in e-portal : --/11/2023</p> <p>2 Last Date for submission of Tender in e-portal : --/11/2023, 17:00 Hrs.</p> <p>3 Opening of Technical Bids in the e-portal by KSMCL, Bengaluru : --/11/2023, 11:00 Hrs.</p> <p>4 Opening of Financial Bids of Technically qualified Bidders in the e-portal by KSMCL, Bengaluru : After completion of Technical bid evaluation.</p>	
1.6	The name(s), address(es), and telephone / numbers of the Client's Official(s) are:	Details mentioned in Sl. No. 3 of ToR
1.7	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.	
1.8	Clarifications may be requested upto:	1 day prior to the last date for submission of tender
1.9	The address for requesting clarifications is:	Executive Director, Karnataka State Minerals Corporation Limited TTMC, 'A' Block, 5th Floor, BMTC Building, K.H. Road, Shanthinagar, Bengaluru – 560027
1.10	Contact person:	Sri. H. Shekarappa, Manager (Civil) Karnataka State Minerals Corporation Limited TTMC, 'A' Block, 5th Floor, BMTC Building, K.H. Road, Shanthinagar, Bengaluru – 560027. Ph.: 080 – 22278813/14/15/16

		Mobile: 94487 80466
1.11	Proposals should be submitted in the following language(s):	English
	(i) Shortlisted Tenderer may associate with other shortlisted Tenderer:	No
	(ii) Reports which are part of the assignment must be written in the following language:	English
1.12	Proposals must remain valid 90 (Ninety) days after the submission date.	
1.13	Proposals must be submitted no later than the following date and time:	--/11/2023, 17:00 Hrs.
1.14	The address for communication is:	Executive Director, Karnataka State Minerals Corporation Limited TTMC, 'A' Block, 5thFloor, BMTC Building, K.H. Road, Shanthinagar, Bengaluru – 560 027

12. Eligibility criteria

I.	Criteria
a)	Tenderer shall be a Proprietorship / Partnership firm / Private / Public Company, owning and operating an analytical laboratory capable of performing the tender works in accordance with the requirements of concerned authorities and the terms and conditions stipulated.
b)	The tenderer should have experience in similar work in any one year during last 3 financial years between 2020-21 to 2022-23 under any Public/Private Company/Lessee.
c)	The tenderer must have Registration at EPF Department.
d)	The tenderer should possess a valid certificate issued by Labour Department.
e)	The tenderer should have a valid class-1 license with department of PWD, GoK /Forest Department.
f)	The tenderer should have achieved an Annual Turnover of at least Rs.48.00 lakhs (Rupees Forty Lakhs and Fifty Six Thousand) per annumforthe preceding 2 (two) financial years in the three preceding financial yearsbetween2020-21 to 2022-23.

SECTION 3: Technical Proposal

Annexure - 3A

Technical Proposal Submission Form

(Should be submitted on the letterhead of the tenderer)

To.

Date:

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

Sir,

Sub: Selection of Contractor / Agency for providing manpower services to the Company, for formation of fire line and deployment of fire watchers at Subbarayanahalli Iron Ore Mine (ML No.2629) and Thimmappanagudi Iron Ore Mine (ML No.2605) at Sandur Taluk Bellary District.

Please find enclosed Techno-Commercial Proposal in respect of Selection of Tenderer for the above Project.

We hereby confirm the following:

1. The Techno-Commercial Proposal is being submitted by us, in accordance with the conditions stipulated in the NIT.
2. We have examined in detail and have understood the terms and conditions stipulated in the NIT document issued by Karnataka State Minerals Corporation Limited in any subsequent communication uploaded by Karnataka State Minerals Corporation Limited. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the NIT or in any of the subsequent communications from Karnataka State Minerals Corporation Limited.
3. We confirm that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we will keep the contents of our tender confidential, except as necessary as per the provisions of the NIT document. We also confirm that we have not entered and we will not enter into any agreement or arrangement with any person that they shall refrain from bidding, that they shall withdraw any tender once offered or vary the amount of any Tender to be submitted.
4. We confirm that all the terms and conditions of the Techno-Commercial Proposal are firm and valid for acceptance for a period of 90 days from the last date of submission of this Proposal.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company and the Company Seal)

Signature : (Authorized Representative)

Name of the Person :

Designation :

Annexure - 3B
Tenderer'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)	Nature of firm (Individual, Partnership, Private Company, Public Limited Company, PSUs etc.,	
3)	Name of the contract Person Address & Phone / Mobile No. E-mail	Name: Mob.no: Email: Address:
4)	Year of establishment in Business	
5)	Chartered Accountant certified Balance Sheet & P & L for each of financial year for two years of preceding three years from 2020-21 to 2022-23.	2020-21: 2021-22: 2022-23: (Upload Balance Sheet and Profit & Loss Statement)
6)	IT returns filed for two years of preceding three years Assessment / financial year from 2020-21 to 2022-23.	Yes / No (upload relevant document)
7)	PAN & GST Registration No.	PAN : GST No.: (upload relevant document)
8)	Experience in similar work in any one year during last 3 financial years between 2020-21 to 2022-23 under any Public/Private Company/Lessee.	Upload relevant documents
9)	Copy of valid Registration Certificate with EPF Department	Upload relevant documents
10)	Valid class-1 license with department of PWD, GoK /Forest Department	Upload relevant documents
11)	Valid registration Certificate for Labour Department issued by State/Central Government	Upload relevant documents
12)	Any other relevant documents.	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 tender. I/We further undertake to provide required manpower services to the Company, for formation of fire line and deployment of fire watchers at Subbarayanahalli Iron Ore Mine (ML No.2629) and Thimmappanagudi Iron Ore Mine (ML No.2605) at Sandur Taluk Bellary District, if the contract is awarded.

Dated this _____ Day of _____ 2023

Name of the Tenderer: _____

Signature and Seal of the Authorized Signatory _____

Name and Designation of the Authorized Signatory _____

Place: _____

Annexure -3C
Undertaking regarding Non-Blacklisting / Non-Debarment
(Should be submitted on the letterhead of the tenderer)

To.
The Executive Director
Karnataka State Minerals Corporation Limited
TTMC, 'A' Block, 5th Floor, BMTCBuilding,
K.H. Road, Shanthinagar,
Bengaluru – 560 027

Sir,

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 _____ 2023

Name of the Tenderer: _____

Signature and Seal of the Authorized Signatory _____

Name and Designation of the Authorized Signatory _____

Place: _____

SECTION 4: Financial Proposal
4A. Financial Proposal Submission Form

(Provision for uploading Financial Bid Format in e-portal has been disabled w.e.f. 14.08.2017. Bidders are requested to enter the Financial Bid amount in the relevant slot provided in e-procurement portal.)

SECTION 5: Terms of Reference

1. Scope of work

- a) The successful tenderer shall form the 10 mtr. wide Fire Line along the lease boundary of Subbarayanahalli and Thimmappanagudi Iron Ore Mines (Fire line means the tenderer has to remove the grass/shrubs and other waste material), the each fire line may be around 3kms, to 10 kms length during the contract period in each mine, as suggested by the local Forest Authorities according to site conditions.

The estimated quantity of the Fire line is as detailed below:

- a. Thimmappanagudi Iron Ore Mine (ML No. 2605)
Approximate quantity 98000 Sqm.
- b. Subbarayanahalli Iron Ore Mine (ML No. 2629)
Approximate quantity 45000 Sqm.
- b) Fire watchers shall patrol within lease area and outside the lease boundary in forest area of 1.00 km., from the boundary line of the company lease area trained Firewatchers shall be deployed to prevent the fire and they should be able to control the spreading of fire and if any, fire catches found in the area shall be immediately extinguish the fire. Fire watcher shall work as per the directions of the Mine Manager and Forest officials.
- c) The tenderer should deploy approximately minimum of 25 Nos. of fire watchers in three shifts for the fire watching work at Subbarayanahalli and Thimmappanagudi Iron Ore Mines.
- d) To identify and provide the suitable candidates physically fit and experienced personnel in similar nature of work and place them at the disposal of the Company at Subbarayanahalli and Thimmappanagudi Iron Ore Mines.
- e) The Manpower deployed by the Agency shall be fully dedicated for the services of the company.
- f) Agency should provide additional Manpower whenever the requirement arises, both short term and long term at the contract rates.
- g) If any of the outsourced manpower provided does not function satisfactorily, the agency shall provide replacement within 24hours.
- h) Agency should adhere to the provisions of the relevant acts & rules, wherever applicable.
- i) Agency shall deploy the manpower on all days during the contract period, including general and public holidays.

- j) Deployed personnel are eligible for one day leave for every completed one month and same shall be provided by the Agency. During the leave period of the personnel, the agency shall deploy a substitute for the personnel on leave.

2. Submission of Reports / Documents:

- a) The copies of the payment receipts for the manpower provided shall be submitted to concerned mine manager of KSMCL, within 5th date of every month.

3. Contact details of KSMCL officials only for site related clarification:

Sl. No.	Site	Name of the Official& Designation	Contact No.
1.	Subbarayanahalli Iron Ore Mine (SIOM)	Sri. M.R.K. Bhagawan DGM (P)	9448206986 8123806986
2.	Thimmappanagudi Iron Ore Mine (TIOM)	Sri. H.J. Basavarajappa DGM (P)	9448770503 8073925456

SECTION 6
CONTRACT FOR CONTRACTOR'S SERVICES

Between

[Name of Client]

And

[Name of Contractor]

Dated :

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I. Form of contract

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20__ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Contractors").[*Note: If the Contractors consist of more than one entity, the above should be partially amended to read as follows:“.....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Contractors' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Contractors.")”]Whereas

(a) the Client has requested the Tenderers to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Tenderers, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

Now therefore the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices: (Not used)

Appendix A: Description of the Services _____ (Not used)

Appendix B: Reporting Requirements _____ (Not used)

Appendix C: Key Personnel and Sub-Contractors ----- (Not used)

Appendix D: Services and Facilities to be provided by the Client _____ (Not used)

Appendix E: Breakdown of Contract Price _____ (Not used)

Appendix F: Form of Guarantee for Advance Payments _____ (Not used)

2. The mutual rights and obligations of the Client and the Contractors shall be as set forth in the Contract, in particular:

(a) The Contractors shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Contractors in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of[Name of client]

By (Authorized Representative)

For and on behalf of

[Name of contractor]

By (Authorized Representative)

II. General conditions of contract

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Contractors consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Contractors' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Contractors, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Contractors or by any Sub-Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Contractors pursuant to this Contract as described in ToR; and
- (m) "Sub-Contractor" means any entity to which the Contractors subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Contractors, or a Sub-Contractor.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in ToR and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractors may be taken or executed by the officials specified in the SC.

1.7. Taxes and Duties

The Contractors, Sub-Contractors and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2. Commencement of Services

The Contractors shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractors shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Suspension:

The Client may by written notice of suspension to the Contractors, suspend all payments to the Contractors hereunder if the Contractors fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractors to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractors of such notice of suspension.

2.7. Termination

2.7.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractors, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Contractors do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Contractors (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2. By the Contractors

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Contractors pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Contractors that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Contractors may have subsequently approved in writing) following the receipt by the Client of the Contractors' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Contractors shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractors and equipment and materials furnished by the Client, the Contractors shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Contractors:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Contractors:

3.1. General

The Contractors shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Contractors or third parties.

3.2. Conflict of Interests

3.2.1. Contractors Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Contractors pursuant to Clause 6 shall constitute the Contractors' sole remuneration in connection with this Contract or the Services, and the Contractors shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractors shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Funding Agencies

If the Contractors, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractors shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractors in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Contractors and Affiliates Not to engage in certain Activities

The Contractors agree that, during the term of this Contract and after its termination, the Contractors and their affiliates, as well as any Sub-Contractor and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4. Prohibition of Conflicting Activities

Neither the Contractors nor their Sub-Contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3. Confidentiality

The Contractors, their Sub-Contractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken out by the Contractors

3.4.1. The Contractors (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.4.2. The contractor shall take all responsibility of insurance of the workers and settlement of claims in case of accident / death of workers as per compensation act. KSMCL will not hold any liability or shall not be responsible for any such compensation/claims due to the occurrence of accident and death of workers.

3.5. Contractors' Actions Requiring Client's Prior Approval

The Contractors shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractors shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Contract;
- (b) Deleted
- (c) any other action that may be specified in the SC.

3.6. Reporting Obligations

The Contractors shall submit to the Client the reports and documents specified in Scope of work in the form, in the numbers, and within the periods set forth in the said ToR.

3.7. Documents Prepared by the Contractors to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractors in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractors shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Contractors may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8. Equipment and Materials Furnished by the Client

Equipment and materials made available to the Contractors by the Client or purchased by the Contractors with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractors shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractors, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Contractors' Personnel and Sub-Contractors

4.1. Description of Personnel

As mentioned in ToR

4.2. Removal and/or Replacement of Personnel

Not Applicable

5. Obligations of the Client

5.1. Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Contractors and the Personnel and any Sub-Contractors employed by the Contractors for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Provide to the Contractors, Sub-Contractors and Personnel any such other assistance as may be specified in the SC.

5.2. Services and Facilities

The Client shall make available to the Contractors and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in ToR at the times and in the manner specified in said ToR, provided that if such services, facilities and property shall not be made available to the Contractors as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractors for the performance of the Services, (ii) the manner in which the Contractors shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractors as a result thereof.

6. Payment to the Contractors:

6.1. Lump Sum Remuneration

The Contractor's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Contractors' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the Services described in ToR. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2. Contract Price

The Contract price is set forth in the SC.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Contractors and according to the payment schedule stated in the SC. unless otherwise stated in the SC, the first payment shall be made against the provision by the Contractors of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Contractors have submitted an invoice to the Client specifying the amount due.

7. Settlement of Disputes

7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special conditions of contract

1. General:

- (1) The Manpower provided shall conduct themselves efficiently and diligently to the best of their ability and devote all their time to the duties and service and will not engage directly or indirectly in any trade, business or occupation on their own account, or absent themselves from their duties without having first obtained permission from authorized persons of the company.
- (2) The Company reserves right to discontinue the services of the Manpower provided before expiry or term of the contract, without assigning any reason/or any compensation in lieu or notice.
- (3) The Manpower provided shall use their utmost exertion to promote the interest of the Company and to preserve guard and defend its property from waste spoil or injury.
- (4) If the Manpower provided causes any loss to the Company by reason of their misconduct or dereliction of duty, the contractor shall be liable to make good such loss to the Company.
- (5) The Manpower provided shall not disclose any secret of the company.
- (6) The Manpower provided has to work in such places according to the exigencies of service, and requirement of the company.
- (7) The Agency shall provide the list of manpower deployed for the work to the concerned official in-charge.
- (8) The agency shall make the payment to the outsourced Manpower in accordance with the remuneration package within the 5th date of every month.
- (9) The Agency should submit the bills for payment within 5th date of the month of service along with supporting documents to the concerned KSMCL official in-charge. The KSMCL official will forward the bills to Head Office with a recommendation for payment along with field measurement book recorded by the Company Civil Engineer and duly certified.
- (10) The Agency shall make payment to the deployed Manpower and to remit all statutory deductions like ESI, PF, etc., to the designated authorities along with the Contractor's contribution as per law, wherever applicable.
- (11) The Agency shall make timely payment to its deployed Manpower effecting authorized deductions and shall also be responsible to fulfill all statutory obligations such as remittance of PF, Professional Tax, TDS Amount, ESI remittance etc., in respect of its outsourced Manpower, posted under this contract. If it fails to do so, it will be the breach of contract and Company has its discretion to cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.

- (12) The Agency shall maintain proper records pertaining to outsourced Manpower deployed including the wages slips, disbursement of wages, and remittance of payments, to the various statutory authorities and present the same to the Company /concerned authorities whenever called for verification.
- (13) The Agency shall maintain the muster roll/ pay roll and other wages relevant particulars pertaining to the outsourced Manpower deployed and shall make available for inspection by the officials of the Company, Labour Department, Forest Department and any other department as required by them, as and when arises.
- (14) The Agency should not let / sub-contract the contract, if the Agency is found to have done the same; the contract will be terminated at the risk and cost of the Agency concerned.
- (15) The scopes of services in respect of number of Manpower are liable for addition, deletion and modification depending on ground realities at the discretion of the Company.
- (16) The successful tenderer shall obtain proper insurance for the men and equipment deployed at the site. The Company is not responsible for payment of any compensation in case of any accidents / death of the workers during the term of the contract.
- (17) The contractor shall take all responsibility of insurance of the workers and settlement of claims in case of accident / death of workers as per compensation act. KSMCL will not hold any liability or shall not be responsible for any such compensation/claims due to the occurrence of accident / death of workers.
- (18) The Agency shall provide safety materials and Fire fighting equipments like Uniforms, shoes, Helmet, Fire Proof Jacket, Torch, Bynacular & Fire Blowers and any other safety materials at the work site.
- (19) The Agency shall provide drinking water and other basic needs to the fire watchers.
- (20) The Agency shall provide minimum vehicle facilities to move around the boundary line of the lease.
- (21) The Agency shall provide services round the clock (in three shifts).
- (22) No compensation for relocation of persons if any, shall be payable.
- (23) The services of the Manpower may be posted to any of the working locations, as per the requirement of the Company.

2. Due diligence by Tenderers

- 2.1. Tenderers may prior to submitting their proposals online, examine the requirements at their own expense and obtain and ascertain for themselves, at their own responsibility and other information necessary for preparing their proposals.

Tenderers may prior to submitting the proposal may study the current scenario and get acquainted with the existing system.

2.2. Tenderers shall be deemed to have full knowledge of the requirements of the work. KSMCL will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided in this tender document or otherwise, with respect to this project. Although, such information and materials are to the best of KSMCL's belief, their verification is the sole responsibility of the tenderer.

2.3. Neither KSMCL nor its employees or Contractors make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any tenderer which may arise from or be incurred or suffered in connection with anything contained in this document and the award of the work or otherwise arising in any way from the selection process.

3. Tender Validity Period

3.1. Each proposal shall indicate that it is a firm proposal and that the proposal will remain valid for a period not less than **Ninety (90) days** from the due date of the submission of the tender.

3.2. KSMCL reserves the right to reject any Proposal, which does not meet this tender validity period requirement.

3.3. No change / withdrawal of the submitted proposal shall be allowed once the final date of tender submission is over.

3.4. When an extension of the tender validity period is made, tenderers shall not be permitted to change the terms and conditions of their tenders.

3.5. The tenderers shall not be entitled, during the period of validity of their offers without the consent in writing of the Purchaser, to revoke or withdraw their tenders or vary in any respect their offer or any terms and conditions thereof. In case of a tenderer revoking or withdrawing his Tender or varying any terms and conditions in regard thereto, without the consent of the Company in writing during the period of validity of his offer, the Company shall debar/blacklist tenderer and forfeit the EMD.

3.6. In addition to this, the tenderer may at the discretion of the Company, be debarred from bidding for a period as may be considered fit by the Company, against any tender that might be invited by the Company in future. The Company will also be within its rights to circulate the information, at its discretion to other prospective purchasers about the tenderer having withdrawn his offer within the validity period.

3.7. The tender validity period of the successful tenderer shall be automatically extended till the date on which the agreement is signed and is in force.

4. Processing fee and Earnest Money Deposit (EMD)

- 4.1. EMD of Rs.96,000.00 (Rupees Ninety Six Thousand Only) and the processing fee prescribed by e-procurement portal shall be paid electronically in the e-procurement portal through credit / debit card, NEFT / RTGS or OTC.
- 4.2. Processing and any other Government prescribed fee as fixed by the e-procurement, CeG, GoK should be paid by the tenderer through e-procurement platform, GoK in any of the e-payment modes viz., Credit/Debit card/NEFT/RTGS/OTC/Digital Wallet.
- 4.3. Forfeiture of EMD
 - a) The EMD of the tenderer will be forfeited including blacklisting of the company, if:
 - b) If the tenderer withdraws his tender or varies any terms & conditions, without the consent during the period of Tender validity specified by the tenderer; or
 - c) If the tenderer indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s).
 - d) If the tenderer does not accept the correction of its tender price pursuant to identification of arithmetic errors noticed by the tendering authority during the financial bid opening or,
 - e) If the successful tenderer having been notified of the acceptance of its tender during the period of tender validity refuses to accept / execute the order or fails to enter into contract agreement when required; or,
 - f) In the case of a successful tenderer, the tenderer fails within the specified time limit to furnish the required Performance Security.
5. Payment Terms and Conditions
 - 5.1. The payment shall be made by KSMCL Head Office to the contractor against the bill submitted, verified and certified by the KSMCL in-charge at site in pursuant to the Special Conditions of the Contract (9).
 - 5.2. The payment for the manpower will be made only for the days worked.
6. Contract Rate:

The contract rate will be same without any change during the entire period of contract.
7. Contract Tenure:
 - a) The duration of the contract is for a period of **Six (6) months** from the date of Work Order issued or early monsoon whichever is earlier and depending on the performance; the contract may be extendable for further period of not more than three months by mutual consent without change of terms and conditions. However the company has the right to terminate the contract during the contract period with ten days prior written notice, if situation arises depending on ground situation.
 - b) The price shall remain fixed during the period of contract and no price revision will be entertained for the extended period.

8. Termination of agreement

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

- a) Continuous non-availability / poor availability of the successful tenderer to perform the scope of work. Such conduct will attract termination of Contract and complete forfeiture of Security Deposit.
- b) If the successful tenderer 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 successful tenderer.

9. 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.

10. Indemnity

The Successful tenderer/ 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.

11. Penalty:

11.1. The contractor shall provide the required manpower within the stipulated time as informed by KSMCL. In case of any delay, penalty of 0.5% of the contract value per month will be imposed for delay / not provided, to the maximum of 10%.

11.2. In case, the successful tenderer does not comply with providing required manpower for more than the period of 10 days, KSMCL reserves the right to terminate the contract and get the manpower from different sources at the cost and risk of the contractor. The security deposit will be forfeited.

12. Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Tenderer or KSMCL as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomena such as flood, draught, cyclone, earthquake and epidemics, declaration of war.
- b) Acts of any Government, including but not limited to war, declared or undeclared priorities, quantities, embargoes providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- c) The Tenderer will advise, in the event of his having resort to this Clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.
- d) In the event of the delay lasting over three (3) months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Company.
- e) For delay arising out of Force Majeure, the Tenderer will have extension of time to the duration period comes under force majeure. Tenderer shall not be eligible for extra costs like increase in rates, re-mobilization, advance idle charges for labour and machinery etc. for extension period.
- f) If any of the Force Majeure conditions exists in the place of operation of the Tenderer even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- g) The successful tenderer or the KSMCL shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given through such cause may occur after Tenderer's performance of his obligations has been delayed for other causes.

13. Arbitration

13.1. 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 officer 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.

13.2. Rules of Procedure

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

13.3. Miscellaneous

In any arbitration proceeding hereunder:

- a) the English language shall be the official language for all purposes
- b) 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.
- c) 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.

14. 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 sites are situated.

15. 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.

16. Discretion

Managing Director, KSMCL reserves the right of rejection of all or any of the tenders without assigning any reason thereof. Managing Director, KSMCL reserves the right to cancel the tender even after acceptance in case of any violation of the terms and conditions or for any reasons.