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## Government of Karnataka

No:DMG-27023/1/2017-DMG\_E-CELL-DMG

1047 - 1075

Office of the Director  
Department of Mines and Geology Khanija  
Bhavan, Race Course Road, Bangalore-1.

Date:16.05.2022

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17 MAY 2022  
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### Circular

Sub: Agreement for Integration of Minor and Major Mineral weighbridge and limestone/dolomite conveyor belts with ILMS

Ref Circular dated:31.01.2022

With Reference to the above subject, Integration of Minor and Major Mineral weighbridges and limestone/dolomite conveyor belts with ILMS, leaseholders/Crusher owners are here by instructed to register the weighbridges which are certified by the weights and measurement department, through online in ILMS and to intimate concern Deputy Director/Senior Geologist about authorized company/Firm from whom the leaseholder/Crusher owner are taking the services of weighbridge/conveyor belts by executing an agreement within 15.06.2022. After receiving a copy of executed agreement, Application program interface (API) link will be issued from head office to the leaseholder/Crusher owner.

The objective of the agreement is to provide Application program interface (API) from ILMS to the leaseholder/Crusher owner, it is the prime responsibility of the leaseholder/Crusher owner to transfer accurate data of weighment in secured method as prescribe by Department of Mines and Geology.

**Already registered and executed tripartite agreement users of major mineral weighbridges are not required to register once again.**

Director

To,

1. Additional Director (North Zone) Bellary and Joint Director (SouthZone) Mysore for the information
2. Deputy Director, Department of Mines and Geology, Bangalore Rural / Belgaum / Chitradurga / Hosapete / Uttara Kannada /Dakshina Kannada / Kalaburagi / Chamarajanagar / Bagalkot /Ramanagara / Tumkur District for necessary action
3. Senior Geologist, Department of Mines and Geology, Bangalore City/ Bellary / Vijayapura / Chikkaballapur / Madikeri / Chikmangalore /Dharwad / Hassan / Kolar / Mysore / Shimoga / Koppal /Davanagere / Gadag / Haveri / Raichur / Raichur District for necessary action

**Agreement Between  
The Deputy Director/Senior Geologist, Department of  
Mines and Geology,  
Karnataka In the first party**

And

**M/s\_\_\_\_\_a registered company holding  
Mining/Quarry lease/license No.\_\_\_\_\_/**  
**In the Second Party On this\_\_\_\_\_day of\_\_\_\_2022**

Whereas the first party The Deputy Director/Senior Geologist, Department of Mines and Geology, \_\_\_\_\_, District (here in after referred to as DMG), is the controlling authority for regulating the Mineral Activity in the\_\_\_\_\_ District of Karnataka State through Integrated Lease Management System (in short ILMS),

Whereas the Second party M/s \_\_\_\_\_ is a registered Company /firm /individual holding a mining/Quarrying lease/License no.\_\_\_\_\_Undertaking Mining/Quarrying/Crushing operations for ore/mineral(s) in the lease area over an extent of\_\_\_\_\_hectares in\_\_\_\_\_Village \_\_\_\_\_Taluk and \_\_\_\_\_District requiring to procure, install and maintain the weighbridge /Conveyor Belt hardware/software from\_\_\_\_\_ Company/Firm/individual who in turn an authorized Company/Firm/individual for integration with ILMS.

The object of this agreement is to provide Application program interface (API) to the Second Party. Also, to ensure no breach of data particularly relating

to weighment and security of data.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained hereunder, it is agreed between the parties;

**(A) Roles and Responsibility of the First Party**

DMG as controlling authority will register the lease / license details into the ILMS system and issue unique ID information about registered entity and disclose the information through electronic communication mode only.

Such of those Third parties who are willing to install weighbridge /Conveyor Belt may furnish the details to DMG for verification and approval.

**(B) Role and Responsibility the Second party**

Second party shall provide IT infrastructure (setup of computer, printer, electronic/computerized weighbridge, calibration of weighbridge and other ancillary arrangement ) for weighment of vehicles carrying minerals Second party shall provide information in the given format by the first party in a non-judicial stamp paper of Rs 100/- and supply a copy the agreement copy to other parties.

Customized weighment software will be installed by the Second Party at weigh bridge location within the Lease area to fetch the automatic weighment data of vehicles to ILMS in a data format prescribed by the second party. It is the responsibility of the second Party to ensure the accuracy of weighment data generated at the weighbridge and its onward secured transmission to ILMS for generation of trip sheet(s).

The Second Party must carry out the periodic maintenance of weighbridge calibration and produce the statutory certificate obtained from the competent authority time to time as may be required by the Department of Weights and Measures and it shall be open for verification by the District level DMG officers.

Second party shall ensure and satisfy himself about the installation of



appropriate weighbridge/Conveyor Belt hardware/software and installed properly at the designated location. Second party should also conduct a test check to verify the correctness of the system and transmission of data as provided by the company/firm.

It is the prime responsibility of the Second party to transfer accurate data in a secured method as prescribed by the second party into the ILMS system after integrating with API.

### **Secured API**

The secured API for each registered entity, who is authorized and approved by the First Party to integrate the API of ILMS to fetch the data will be provided from the Head Office.

### **Duration and Termination**

This agreement will come in to effect on the date of communication of API to the Second Party for use of application software developed by the Second Party, and validity of the agreement shall be terminated when any Violations come to the notice of the first party

### **Confidentiality & Termination of the Agreement**

During the term of this agreement, second and third parties shall not share API or disclose any data/portion of data to any other persons.

Except the Authorized implementation Company/Firm/individual of the Second Party, Violations if any come to the notice of the first party, the first party shall have the right to cancel the agreement.

This agreement between parties may be terminated whenever there is a breach of confidentiality or security of weightment data for ILMS.

### **Governing Law**

Parties shall be governed by provision of MMDR Act 1957, MCDR 1988, MCR-2016, The Mineral (Auction) Rules, 2015, The Karnataka (Prevention of illegal mining, Transportation and Storage of minerals) Rules, 2011, Karnataka Minor Mineral Concession rules 1994, Karnataka

regulation of stone crushers act 2011 and rule2012 and any other rules made under this act

**Settlement of Disputes**

In the event of any dispute or difference between parties shall be resolved with the intervention of the Director, Department of Mines and Geology, Bengaluru.

1. First Party

\_\_\_\_\_  
Department Of Mines and Geology

Date:

Place:

Witness:

I. \_\_\_\_\_( )

II. \_\_\_\_\_( )

2. Second Party

\_\_\_\_\_  
M/s \_\_\_\_\_

Date:

Place:

Witness:

I. \_\_\_\_\_( )

II. \_\_\_\_\_( )