



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF GUJARAT UNDER TAKING)

CIN: L14100GJ1963SGC001206

Regd. Office: “KHANIJ BHAVAN” 132 FT RING ROAD, NEAR UNIVERSITY GROUND,
VASTRAPUR, Ahmedabad- 380052 Phone: 079-27913200, 27913501, Fax: 079-27912747,

Website: www.gmdcltd.com, Mail: sales@gmdcltd.com

e-Auction NOTICE

e-AUCTION No. GS/BX/02/2015

Gujarat Mineral Development Corporation Limited (GMDC) announces “**Sale of Bauxite through e-Auction**”, for which it invites application from all parties interested in purchasing Bauxite through e-Auction from GMDC.

The **SALE OF BAUXITE through e-Auction** will be on “as is where is, whatever there is and no complaint basis” from various mines of Gadhsisa Group of mines, Gadhsisa, Dist. Kutch.

a) Last Date for submission of Form-A to participate in e-Auction	29.12.2015
b) Date & Time of e-Auction Demo	29.12.2015 at 12:00 PM at GMDC Corporate, Ahmedabad
c) Date & time of e-Auction	05.01.2016 at 12:00 PM

To apply for participation in the e-Auction interested parties may download the prescribed format (Form – A) available at following websites bearing name “**SALE OF BAUXITE through e-Auction**” : www.gmdcltd.com, <https://gmdc.nprocure.com> <https://nprocure.com> & www.statetenders.com. Please submit the duly filled Form-A via e-mail to sales@gmdcltd.com or akmakadia@gmdcltd.co.in.

To participate in e-Auction EMD amount @ Rs.125/- per MT of required quantity of Bauxite is mandatory, the EMD shall be payable via Demand Draft in favor of ‘GMDC Ltd.’ payable at Ahmedabad or by electronic transfer through RTGS/NEFT in the Account no. & IFSC Code mentioned in the tender document on page no.03. The details of amount deposited as EMD is mandatory to be mentioned in Form-A, with all required documents as mentioned on Para 03; page no. 01.

In order to participate in e-Auction USER ID & Password (Digital Signature Certificate) issued by (n) Code Solutions are required. The instructions for the same are given in the document itself as Annexure-V in the document on page no.17.

For any further query or help please feel free to contact General Manager (Marketing) on 079-27912747, Mobile:9727792640,9978408406, 9978407640 or email us at sales@gmdcltd.com.

A K Makadia,
General Manager (Marketing)

DISCLAIMER

1. The Information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of GMDC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.
2. This document is not an agreement and is neither an offer nor invitation by GMDC to the prospective Bidders or any other person. The purpose of this document is to provide interested Bidders with information that may be useful to them in making their Bids/Proposals pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by the GMDC in relation to the e-auction. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for GMDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct.
3. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtains independent advice from appropriate sources.
4. Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The GMDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. GMDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in the Bidding Process.
6. GMDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.
7. GMDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder.
9. GMDC reserves the right to reject all or any of the Bids without assigning any reason whatsoever.



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E-AUCTION NOTIFICATION SALE OF BAUXITE FOR ALL INTERESTED BUYERS e-AUCTION No. GS/BX/02/2015

INSTRUCTIONS TO BIDDERS

1. Gujarat Mineral Development Corporation is a Government of Gujarat undertaking holding bauxite leases in Kutch District of Gujarat State. GMDC offer the sale of approximate 4,76,382 MT 40-51.99% Al₂O₃ bauxite (herein after referred to as "Bauxite") on "as is where is, whatever there is and no complaint basis" produced at various mines of Gadhsisa group of mines situated in District: Kutch for All Interested buyers wants to purchase Bauxite from GMDC.
2. Bauxite sale through e-Auction has been introduced with a view to provide differentiated yet equitable access to Bauxite to all buyers based on its intended use. e-Auction has been introduced to bring transparency in making available Bauxite to all sections of Buyers enabling them to procure through a simple and consumer friendly system of marketing and Distribution of Bauxite.
3. **ELIGIBILITY CRITERIA**
The interested bidders shall submit following self-attested copy of documents to GMDC on or before 29.12.2015 after verification of the same eligibility shall be decided.
 1. Copy of PAN Card
 2. Registration Proof of Firm (as applicable)
 3. Address Proof (Electricity/ Telephone Bill etc.)
 4. EMD Amount via DD/NEFT/RTGS (as mentioned in clause 9.4)
 5. Form A (As per Annexure-I)
 6. Power of Attorney for the authorized person (As per Annexure-II)
4. In case of bidder being a company, a Power of Attorney for the authorized person of the bidder must be enclosed with Form-A as per format placed at Annexure-II.

In case of bidder being an individual no authorization would be required.
5. GMDC reserves unabridged right to examine the original documents, whose copies have been submitted and seek clarification to determine eligibility of bidders to participate in the e-Auction.

GMDC will send the list of eligible bidders to M/s. (n) Code solution (nCode). GMDC will inform all eligible bidders individually through mail only.

The bidders have to complete the registration process with (n) Code Solutions before 04.01.2016 without which bidders cannot participate in e-Auction scheduled on 05.01.2016 at 12:00 PM. However, to avoid inconvenience, bidders are advised to complete the registration process in advance.

6. **Mine wise approximate available quantity from Gadhsisa Group of mines :**

Mine	Quantity of Bauxite (in MT)
Nandra	22,432
Naredi-II	46,358
Daban-Wamoti	2,91,646
Balachod	27,818
Wandh-I	88,128
Total	4,76,382

7. **Average Specifications of bauxite**

Average Al_2O_3	40%-51.99%
Average SiO_2	Max 10%

GMDC will not be responsible for any quality complaint once the material is removed / dispatched from Gadhsisa group of mines. The bidder is allowed to take sample of bauxite @ Rs. 25/- Per Kg for which they have to make their own arrangement for collection of sample after seeking prior appointment from General Manger (Project), Gadhsisa.

8. **Quantity required by bidder:**

The minimum quantity for bidding would be 1000 (One Thousand) tones. On completion of e-Auction process GMDC will issue sale order to successful bidders.

9. **Rates**

9.1 The basic floor price of bauxite is Rs. 1199/- Per MT Ex. Mines. , Royalty and other taxes applicable from time to time will be charged extra.

Example :

Assumption : The final basic sale price = Rs. 1200/- PMT

Hence, currently applicable Royalty /taxes or fresh cess would be as under:-

- Royalty* @25% of basic price – Rs. 300/- PMT.
- VAT** @ 5% of Basic plus Royalty – Rs. 75/- PMT.

- National Mineral Exploration Trust (NMET) Fund payable under sub-section 4 of section 9C of The Mines and Minerals (Development and Regulation) Amendment Act, 2015 (67 of 1957).
- District Mineral Foundation Fund payable under sub-section 5 and 6 of section 9B of The Mines and Minerals (Development and Regulation) Amendment Act, 2015 (67 of 1957) placed at Annexure III.

* Royalty based on the end use will be charged either @ 25% of basic rate i.e. Rs. 315/- PMT or @0.60% of London Metal Exchange Aluminum metal price chargeable on the contained aluminum metal in ore produced for those dispatched for use in alumina and aluminum metal extraction as the case may be or as per other applicable statutory provisions. Copy of section 64 (d) of The Mineral Concession Rules, 1960.

** VAT @ 5% of Basic plus Royalty or CST @ 2% against 'C' form or Nil against 'H' Form as the case may be.

9.2 The applicable royalty, taxes and other levies will be calculated on the final bid price and would be charged extra.

9.3 Any statutory increase/ decrease in duties, taxes, cess etc. and / or introduction of any new duties, taxes, cess, other levies etc., after the date of completion of e-auction procedure till scheduled date of completion of work shall be to buyer's account which will be remitted/adjusted the same and to the extent directly related to the contract.

9.4 **EMD :**

All interested buyers shall have to furnish non-interest bearing Earnest Money Deposit (EMD) at the rate of Rs.125/- per MT, for their required quantity of Bauxite with the GMDC for participation in e-auction. The maximum eligible quantity shall be as per EMD amount paid. Therefore, it is advised to submit the Form-A along with details of EMD deposited in advance.

The EMD amount can be paid by Demand Draft in favor of 'GMDC Ltd.' payable at Ahmedabad or by electronic transfer through RTGS/NEFT in GMDC's **Bank Account No. 00062090000855 (IFSC Code- HDFC0000006)**.

Bidder has to provide the details like Demand Draft no & Date, Bank Name & Amount, for RTGS/NEFT amount transferred, transfer date and UTR no. in Form-A itself.

9.5 **Forfeiture of EMD:**

The EMD submitted by the successful Bidders will be liable for forfeiture in the

event, bidder fails to execute the contract with respect to terms and condition of e-Auction documents or sale order issued to them.

10 Scope of Successful Bidder:

Under the directions of GM (Project) of the Mine the successful bidder shall deploy its own manpower and machinery for loading and transportation of bauxite from respective mines of Gadhsisa Group. Loading of bauxite and weighing of the trucks would be permitted strictly during office hours on all working days only.

Successful Bidders shall have to provide IBM registration certificate as per section 45 of The Mineral Concession Rules, 1960. Successful Bidders shall also be required to obtain Bauxite Storage Approval from Appropriate Authority.

In case of any exigency, however, the successful bidder will have to take prior written permission of General Manager (Project) for the loading and weighing of bauxite trucks during holidays and beyond office hours, as the case may be. In this situation successful bidder shall have to pay Rs. 3/- (Three) PMT towards all relevant expenses incurred by GMDC in this regard such as overtime of required GMDC personnel and all other incidental expenses for the quantity dispatch except working hours i.e. 8.00 AM to 5.00 PM. The successful bidder has to make the payment in advance at project for the same.

In addition to the information that may be required to be provided in accordance with applicable law, the successful bidder shall provide periodic reports to the competent authority as may be specified by GMDC regarding Bauxite purchased, including any compliance requirement in accordance with the provisions of laws.

The successful bidder shall also submit such reports and information as required under the applicable acts and rules.

The successful Bidder shall obtain and maintain all statutory approval required for loading, purchase & transport of Bauxite.

11. Payment terms for obtaining Delivery order

11.1 The successful bidder has to remit full amount of allotted quantity in advance by way of Demand Draft in favor of "GMDC Limited" payable at Ahmedabad, drawn on any Govt. approved banks other than Co-Operative bank or through RTGS for obtaining Delivery orders within Seven (07) days on receipt of sale order. The successful bidder has to provide the details of RTGS to GMDC like amount transfer, amount transfer date and UTR no.

11.2 If successful bidder is not in position to make full payment as per above clause no. 11.1 within seven days, then they can submit the Bank Guarantee of equivalent

amount to GMDC issued by any Govt. approved banks other than Co-Operative bank for the maximum period of one month. During this period successful bidder has to remit the full amount to GMDC as per clause no. 11.1, failing which GMDC will recover the full amount by way of invoking the bank guarantee submitted by successful bidder. In such case the successful bidder has to pay extra amount equivalent to 3% of the total amount to GMDC.

- 11.3 The successful bidder has to lift the material as per the tentative delivery schedule given in Annexure-IV.
- 11.4 After the expiry of the period of Sale as per the sale Order, all un-lifted material lying in the Mine shall become the property of GMDC and GMDC will be free to dispose it as deem fit.
- 11.5 In case of any change in the laws/directives / rules of the Central / State Government regarding sale or delay in granting the permission for sale of bauxite and execution of work related thereto, the same shall have to be strictly adhered to by successful bidder and shall be binding upon him, GMDC will not be responsible for any compensation for any damages suffered by successful bidder due to such changes or delay.

12. **Royalty and Taxes:**

GMDC will recover the applicable royalty and taxes as applicable from time to time at the time of issuance of Delivery Order.

The royalty shall be applicable and recovered as per the Central Government rates of Royalty and Dead Rent vide Official Gazette notification number GSR 630 (E) and GSR 631 (E) dated 1st September 2014, and subsequent notification issued from time to time and also in future.

For Bauxite dispatched for extraction of alumina and aluminum, the rates of royalty is linked to the international benchmark metal prices and dispatched for non-metallurgical uses, royalty would be levied on ad valorem basis as per the national benchmark price published by Indian Bureau of Mines (IBM) from time to time.

GMDC will collect the adhoc royalty amount per MT from successful bidder at the time of issuance of Delivery order. The actual royalty amount shall be calculated as per above said notification and differential amount shall be recovered from the successful bidder, if any as and when IBM will published the sale price of different grade of bauxite.

The successful bidder on closure of the contract as per the schedule of delivery shall submit irrevocable indemnity bond on stamp paper of appropriate value clearly stating inter-alias that the successful bidder shall continue to indemnify

GMDC against any kind of royalty difference become payable as notified by the Govt. of India or competent authority in this behalf from time to time.

13. **Validity of the offer:**

The validity of the offer shall be 90 days from the date of e-auction.

14. **Corrigendum :**

Corrigendum if any shall be uploaded on www.gmdcltd.com and service provider's website only. Please note that there is no provision to take out the list of parties downloading the offer document from the above referred website i.e. www.gmdcltd.com. As such bidders are requested to see the website of www.gmdcltd.com and service provider once again (up to the last minutes) before due date and time of submission of bid to ensure that they have not missed any corrigendum uploaded against the said offer after downloading the document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

No separate intimation in respect of corrigendum will be sent to bidder who downloaded the document from the website as information in this respect will not be available to GMDC.

15. **Weighment**

Weighment of bauxite will be carried out at GMDC's weigh bridge located at GMDC's Mines or GMDC's authorized weighbridge and the quantity recorded shall be final for all transactions.

16 **Liquidated Damages:**

The successful bidder will be assigned time schedule for lifting of bauxite at the time of issuance of sale order. The successful bidder shall have to lift the Bauxite quantity as per the given time schedule of delivery, failing which the liquidated damages shall be levied at the end of contract on the shortfall quantity of the assigned lifting quantity of bauxite at the rate of 10% of the agreed basic sale price per MT. The amount of the liquidated damages shall be recovered either from EMD/ advance payment made towards obtaining delivery order or any other amount of bidder is lying with GMDC.

17 GMDC reserves the right to defer/accept/split/ divide/cancel the offer without assigning any reason thereof.

GMDC reserves the right at its own discretion to accept or to reject or any/all the offers partly or fully at any stage of the process and/or modify the process without

assigning any reason whatsoever and also to seek additional information from prospective bidders who respond to this.

18. LEGAL JURISDICTION AND ARBITRATION

18.1 The matter relating to any differences arising out of this tender and subsequent contract shall be subject to the exclusive jurisdiction of courts at Ahmedabad only.

18.2 All questions, disputes, differences whatsoever which may at any time arise between GMDC and successful bidder in connection with the tender and subsequent contractor any matter arising out of or in relation thereto, shall be referred to sole arbitrator as per the provision of Arbitrations and Conciliation Act. 1996. The language of the Arbitration proceedings shall be in English only. The venue of the arbitration proceedings shall be at Ahmedabad only.

19. Compliance of Statutes

The successful bidder will strictly abide by all the laws governing employment, payment of wages, Safety and welfare of their labour and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Employee's Compensation Act, Contract labour (Abolition and Regulation) Act, the Mines Act, Industrial Dispute Act, Bonus Act and other Statutory provisions as existing now or as may be introduced later as well as those orders of Govt. of India or State applicable to GMDC and the Rules and Regulations framed under the said Acts. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions of the said Acts and the Rules and Regulations, bylaws or the Orders made thereunder, such amounts shall be recoverable from successful bidder. Any consequences arising out of non-compliance of Safety Provisions will be at successful bidder's sole risk and cost. The successful bidder will also have to maintain all the statutory registers under the above Acts and Regulations and shall submit the same on demand by the Mines Manager / General Manager (Project).

20. Non-fulfillment of terms and conditions of the contract i.e. the sale order

20.1 If the successful bidder fails to lift the bauxite as per the delivery schedule, GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by successful bidder.

20.2 Likewise, if the successful bidder does not fulfill the terms and conditions of the contract and does not lift the bauxite as per the schedule given by GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by the successful bidder.

20.3 For any reasons, if it is required, the GMDC reserves rights to cancel terminate

amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the successful bidder and without incurring any responsibility. For such cases, successful bidder shall have to take away his labor, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

- 20.4 In case of any change in the directives / rules of the Central / State Government regarding sale of bauxite and execution of work related thereto, the same shall have to be strictly adhered to and shall be binding upon successful bidder; GMDC will not be responsible for any compensation for any damages suffered by successful bidder due to such changes.

21. **Force majeure**

Force majeure is herein defined as natural phenomena such as floods, drought, earthquakes and epidemics, declaration of war, change in Govt. policies, strikes, lockouts etc. In such conditions of force majeure, both GMDC and successful bidder can claim a force majeure but they are obliged to inform the either party within 10 days in writing on the date of commencing and again ending of the force majeure.

Under the circumstances of force majeure stated above, the contract in terms of period can be extended by period equivalent to the loss of time due to force majeure.

The decision regarding occurrence of force majeure to be considered shall be taken jointly by GMDC and successful bidder.

22. For any dispute arising out of content of this document or interpretation of any terms thereof, the decision of the GMDC, shall be final and binding upon successful bidder.

23. **Insurance**

The successful bidder will be required to ensure Third Party Insurance cover of all their personnel, vehicles employed and deployed throughout the contract period.

24 **Other terms and conditions:**

- 24.1 Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of bauxite shall not be acceptable.

- 24.2 GMDC Ltd. reserve the right to cancel the sale of bauxite under this e-Auction from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard.

- 24.3 GMDC LTD. reserves their rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in that regard.
- 24.4 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- 24.5 GMDC reserves the right to withdraw from the sale after advertising or after issue of Acceptance Letter of any quantity of the material without assigning any reasons thereof to the successful bidder. GMDC will not be responsible for any damages/loss what so ever to the customer on account of such withdrawal.
- 24.6 GMDC reserves the right to defer or pre-pone date for conduct of auction, through internet, mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.
- 24.7 GMDC is not bound to accept the highest or any other bid or to assign any reason for such non-acceptance. GMDC's decision in this regard shall be final and binding on all the concerned.
- 24.8 Successful bidder(s) should be in a position to undertake all the operations including commencement of lifting the minerals within the stipulated time. Any information on tie up of infrastructural facility found to be incorrect on subsequent verification shall be met with termination of contract, besides other legal remedies.
- 24.9 The bidders shall carefully examine the bid document and other details relating to the work and acquaint themselves fully with all the conditions and matters which may in any way affect the work/contract.
- 24.10 The bidders shall be deemed to have obtained all information as to risks, responsibilities and other circumstances which might influence or affect their bids and the progress and performance of the contract and have taken into account all such conditions and matters that may affect the work / contract.
- 24.11 After taking appointment of GM(Project), the bidder shall acquaint themselves with the local conditions and are strongly advised to visit the site and its surroundings and carefully examine and satisfied themselves about the existing site conditions, availability of local facilities, means of transport, etc., and quote the rate, taking into consideration all such conditions and matters which may in any way affect the work/ contract.
- 24.12 The bidders shall be deemed to have acquainted themselves with all prevailing applicable Laws, Regulations, Taxes, Levies and other charges relating to the work / product.

24.13 Any negligence or omission or failure on the part of the bidding firm in obtaining necessary and reliable information upon the foregoing or any other matter affecting the bid shall not absolve them of any risk or liabilities or responsibilities for performance of contract.

25. **COMPENSATION TOWARDS NEGLIGENT ACTIONS / DAMAGES**

Successful bidder shall be responsible for any claims arising out of negligent actions/ damages on any property belonging to GMDC and to its personnel, or in an accident involving any personnel or labor, during loading and movement of the material at the Mines of GMDC.

26. **Foreclosure of contract:**

If at any time after acceptance of the offer the Corporation shall decide to abandon or reduce the scope of the contract for any reason whatsoever and hence not require the whole or any part of the contract to be carried out, the General Manager shall give notice in writing to that effect to the successful bidder and successful bidder shall have no claim in respect of any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the contract in full but which he did not derive in consequence of the foreclosure of the whole or part of the contract.

e- AUCTION REGISTRATION AND PROCESS

1.0 Registration:

- 1.1 Before participation in the e-Auction, aninterested Bidder shall be required to get itself / himself registered with M/s. (n) Code solutions (herein after referred to as “service provider”). GMDC Ltd has appointed them to provide all services related to e-auction. Bidders may register themselves as per Annexure -V.
- 1.2 After the registration, allinterested Bidder will have a “User ID” & a “password” based on which they can log in. Details of the registration process with the service provider are attached herewith as annexure – V.
- 1.3 Only one registration will be done against one PAN number. However, based on more than one independent valid sales tax registration, more than one registration against a PAN Number can be considered.

2.0 Bidding Process

- 2.1 The registered Bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process.
- 2.2 Before participating in e-Auction, bidders are to satisfy themselves with the quality of Bauxite being offered from a source.
- 2.3 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of EMD for which is available with the service provider in the bidder’s account at the time of bidding.
- 2.4 The Bidder while bidding shall quote their “Bid price” per tonne in Indian Rupee as base Bauxite price on Ex. Mines basis, exclusive of other charges like royalty and any other taxes and levies as will be applicable at the time of delivery. These charges as well as freight etc. shall be on the Bidders’ account.
- 2.5 During the e-Auction, the bidders may change the price of the material subject to EMD amount deposited. The buyer cannot reduce the price once quoted. The price quoted shall not be less than the floor price. The bidder has to bid for a price equal to or above the basic floor price to secure consideration in the concerned e-Auction.
- 2.6 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live e-Auction floor.
- 2.7 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful

bidding by him) and no complaint /representation will be entertained byGMDC Ltd. in this regard.

- 2.8 The date, time and period of e-Auction as notified in advance including closing time on portal of service provider shall be adhered to. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 8 (eight) minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.
- 2.9 The Bidder shall offer his Bid price (per tonne) in the increment of Rs.1/-(Rupee one) during the e-Auction as well as extended period.
- 2.10 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the highestsuccessful Bid prices of lot at that any point of time. However once a Bidder becomes H₂, the particular Bidder shall become eligible for making a higher bid in next 8 minutes, which the highest bid would be accepted.

BIDDING AND BUYING

- 3.1 All bids on the Site are a firm commitment to purchase. If you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid automatically accepted. You may be obligated to complete the transaction with the GMDC. Bids may be increased in price or volume later but may not be withdrawn. Bids cannot be cancelled. All bids must be in **Indian Rupees** only.
- 3.2 By bidding on an item you agree to be bound by the conditions of sale/auction included in the item's description (or linked to form the description) so long as those conditions of sale/auction are not in violation of this Agreement or unlawful.
- 3.3 Bidders are strongly advised not to test the auction process with false bids, as it will put you at personal legal risk. It is a crime to use a false name, other false personal information. Willfully entering erroneous or fictitious bids may result in prosecution by service provider.
- 3.4 Service providers' as well as GMDCs' decision on the success or otherwise of a bid shall be final and binding. Service provider as well as GMDC reserves the right to reject or void bids, whether winning or not, that it deems not to have been made in good faith, or that are restricted or prohibited.

Annexure-I

FORM-A (For All Interested Bidders)

1	Name of Bidder	
2	Address	
3	Authorized Person Name Contact No. & email id (Power of Attorney to be attached in case of company)	
4	PAN No.	
5	Quantity of Bauxite Required through e-Auction from GMDC (in MT)	
6	EMD Amount @Rs.125/- per MT of Quantity of Bauxite Required through e-Auction from GMDC (in Rs.)	
7	Details of EMD Deposited by DD or by NEFT/RTGS	
8	Any other suitable information, which bidder seems necessary to provide	

*Use separate sheet of paper if the space is insufficient without altering the prescribed format.

Signature with Stamp

Annexure-II (Format)

[On duly notarized Rs. 100 stamp Paper]

Power of Attorney for Signing of Bid

We, [name and address of the Bidder] do hereby irrevocably constitute, nominate, appoint and authorize [Name], son/daughter/wife of [name of father/husband] and presently residing at [address], as our true and lawful attorney ("Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the e-Auction for Sale of Bauxite, in response to the e-Auction Document, dated [dd/mm/yyyy] issued by Gujarat Mineral Development Corporation Limited, including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Gujarat Mineral Development Corporation Limited, representing us in all matters before the Gujarat Mineral Development Corporation Limited, and generally dealing with the Gujarat Mineral Development Corporation Limited in all matters in connection with or relating to or arising out of our bid for the e-Auction for Sale of Bauxite and/or upon award thereof to us and/or till the issuance of Sale Order from the Gujarat Mineral Development Corporation Limited.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness where of we, [name of Bidder], the above named principal have executed this power of attorney on this [Date] day of [Month], 20[Year]

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

[Particulars of notarization]

Annexure-III

2

THE GAZETTE OF INDIA : EXTRAORDINARY

[PART II—SEC. 3(i)]

MINISTRY OF MINES

NOTIFICATION

New Delhi, the 17th September, 2015

G.S.R. 715(E).—In exercise of the powers conferred by sub-sections (5) and (6) of Section 9B of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), the Central Government hereby makes the following rules specifying the amount to be paid by holder of a mining lease or a prospecting licence-cum-mining lease, in addition to the royalty, to the District Mineral Foundation of the district established by the concerned State Government by notification, in which the mining operations are carried on, namely:—

1. Short title and commencement.—(1) These rules may be called as the Mines and Minerals (Contribution to District Mineral Foundation) Rules, 2015.

(2) These rules shall be deemed to have come into force on the 12th day of January, 2015.

2. Amount of contribution to be made to District Mineral Foundation.—Every holder of a mining lease or a prospecting licence-cum-mining lease shall, in addition to the royalty, pay to the District Mineral Foundation of the district in which the mining operations are carried on, an amount at the rate of —

- (a) ten per cent of the royalty paid in terms of the Second Schedule to the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) (herein referred to as the said Act) in respect of mining leases or, as the case may be, prospecting licence-cum-mining lease granted on or after 12th January, 2015; and
- (b) thirty per cent of the royalty paid in terms of the Second Schedule to the said Act in respect of mining leases granted before 12th January, 2015.

[F. No. 16/7/2015-M.VI]

R. SRIDHARAN, Addl. Secy.

Annexure-IV

Tentative Lifting schedule of Bauxite by the Successful Bidder

Sr. NO.	Quantity (In MT)	Tentative Lifting Period (in days)
1	0-25,000	25
2	25,001 to 50,000	50
3	50,001 to 1,00,000	75
4	1,00,001 to 2,00,000	100
5	2,00,001 and above	120 -150

Note: The above lifting period is tentative and GMDC reserves the right to change/modify/alter the above lifting time period based on actual quantity demanded by the bidder.

Annexure –V

Necessary Steps are as under for the Buyer to participate in e-Auction.

STEP 1(One Time Process): Obtain Class III Digital Signature Certificate(DSC) from any CA (Certifying Authority) like (n)Code Solutions, TCS, Safescript and others...

Process to get DSC from (n) Code Solution:

- Download Registration Form (Enterprise/Individual) which is available on www.ncodesolutions.com. Required documents are mentioned in Registration Form.
- Kindly submit duly filled Registration Form with Required Documents in Physical Form at (n) Code Solutions, Ahmedabad OR any LRA offices across India. (RO Office and LRA Office List are available on www.ncodesolutions.com with address and phone no.)
- DSC may issue within two to three working days, if required documents have been submitted and mail verification done within the time.
- Support: Call Toll Free: 1 - 800 - 233 - 1010
Board No. : 079 - 4000 - 7300
Monday to Saturday 10:00 Hrs – 18:00 Hrs

STEP 2(One Time Process): Install e-Token driver & Some Security Settings are required to access the <https://e-auction.nprocure.com>.

- **Install e-Token driver** from the given CD with DSC OR you may download the same from www.nprocure.com and install it.
- **Insert the e-Token** in USB Slot.
- **Security & other Settings:** Download “(n)Procure Tool” and install it.
- If you change the Desktop/Laptop, Kindly repeat **STEP 2**.

STEP 3 (One Time Process):

Online Registration on <https://e-auction.nprocure.com> to participate in e-Auction.

Create User Id and Password:

- Open <https://e-auction.nprocure.com>
- Click “**New User Registration**” and fill up the all necessary details and submit form to create User Id and Password.

DSC Mapping with User Id:

- Enter User Id & Password on home page, which opens DSC windows wherein select DSC holder’s name to map the DSC with User Id.
- Now, buyer is able to login with their User Id, Password and Valid DSC.

STEP 4: Provide your Company Name with User Id to *Govt. Department* before due date & time to participate in scheduled e-Auction.

- *Submit your Company name with User Id and required EMD in prescribed form to Govt. Dept. before due date.*
- *Govt. Dept. will allow those buyers who fulfill their terms.*

Now you can participate in live e-Auction on scheduled date & time.

- Log-in with User Id and Password.
- Click, Live Auctions -> Enter Live Auction.
- Increased the *Lot-wise* minimum Increment Amount OR in multiple of Increment Amount -> Submit.

Minimum Requirement for e-Auction

1. Computer with Windows XP (with min. Service Pack 3) / Vista / 2003 / Win-7.0 (with full administrative rights).
2. Internet Explorer version 8.0 & above
3. Legally valid class 3 Digital Signature Certificate.(i.e. 2 Separate Certificates-Signing & Encryption under Indian RootCA chain.)
4. High speed Internet Connection.

(n)Procure Help Desk:-(between 10.00am to 8.00pm on all working days.)

In case buyers need any clarifications or if training required to participate in online e-Auction, they can contact (n)Procure Support team, preferably prior to e-Auction Schedule to avoid inconveniency:-

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

403, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Landline

Airtel : +91-79-40007501, 40007512, 40007516,40007517,40007525, 40007589,

Fax : +91-79-40007533

E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 1-800-419-4632 and 1-800-233-7944
