



## **GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

(A GOVERNMENT OF GUJARAT UNDER TAKING)

CIN: L14100GJ1963SGC001206

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### **E-AUCTION NOTIFICATION SALE OF BAUXITE FOR ALL INTERESTED BUYERS e-AUCTION No. GS/BX/03/2015**

#### **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 **3.5 lac MT** having 40-51.99 % Al<sub>2</sub>O<sub>3</sub> 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 **02.03.2016** 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/proprietorship 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 **04.03.2016** without which bidders cannot participate in e-Auction scheduled on **05.03.2016 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 :**

<b>Mine</b>	<b>Quantity of Bauxite (in MT)</b>
Nandra	22,432
Naredi-II	46,358
Daban-Wamoti	2,82,254
Balachod	27,817
Wandh-I	77,408
<b>Total</b>	<b>4,56,270</b>

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. The basis of above average specifications is as per GMDC's Laboratory reports. Stake wise specification statement is also attached with this document.

8. **Quantity required by bidder:**

The minimum quantity for bidding would be 1000 (One Thousand) tones for each mine. Bidders shall qualify for quantity for each mine separately. On completion of e-Auction process GMDC will issue sale order to successful bidders, Subject to Approval from competent authority.

9. **Rates**

- 9.1 The indicative basic price of Bauxite is Rs. 650/- Per MT Ex. Mines. , Royalty and other taxes applicable from time to time will be charged extra.

**Example :**

**Assumption :** For example, the final basic sale price for successful bidder is = Rs. 960/- PMT

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

- Royalty\* @25% of basic price – Rs. 240/- PMT.
- VAT\*\* @ 5% of Basic plus Royalty – Rs. 60/- 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) @ 2% of royalty paid. Considering above royalty it comes to Rs.4.8 per MT.
- 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, @ 30% of royalty paid. Considering above royalty it comes to Rs.72 per MT.

\* Royalty based on the end use will 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 :**

Interested bidders shall have to participate in bidding for each mine separately, not necessarily all mines, bidders can participate for any mine as per their choice, minimum quantity for each mine is 1000 MT.

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 for each mine separately.

The maximum eligible quantity for each mine shall be as per EMD amount paid. Therefore, it is advised to submit the Form-A along with details of EMD deposited in advance and mine-wise separate quantity only.

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. EMD by bank guarantee shall not be acceptable.

#### 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.

After qualifying and submitting EMD for the e-Auction, if any bidder fails to quote their price, the amount deposited as EMD will be forfeited by GMDC and shall not be refunded in any case.

#### 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 require 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. Successful bidders can sell it in India and export the same to other countries also, GMDC will provide all necessary documents required to get export permit.

Even after e-Auction the final quoted price by bidders shall be subject to approval of GMDC.

GMDC will also provide re-handling space of 150 m x 150 m at site for Beneficiation of Bauxite at the flat rent of Rs.50,000 per month to be paid in advance, if space is required by successful bidder. If the successful bidder requires additional space, it can be provided subject to availability of space at site, by paying additional charges to GMDC.

#### **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.

GMDC will accept a Bank Guarantee, provided it is for a quantity determined after completion of e-Auction. The Bank Guarantee will be accepted only if the amount of successful bid is equal to or exceeds 3 crores.

The Bank Guarantee (in prescribed format) of full amount must be required within 15 days from the date of intimation of being a successful bidder.

GMDC will not charge any extra amount for submitting a Bank Guarantee in lieu of amount to be paid for procurement of Bauxite as per the successful bid.

Delivery Order shall only be generated for the amount received. In case party fails to lift the quantity within prescribed time period, for which they have submitted Bank Guarantee, GMDC will encash Bank Guarantee.

- 11.3 The successful bidder has to lift the material as per the tentative delivery schedule given in Annexure-IV. The delivery schedule may be extended after taking into account the total quantity ordered and progress of lifting of Bauxite from the mines.

For example: If quantity determined after e-Auction for successful bidder is 1 lac MT then it is required to lift minimum 25,000 MT every month. In order to lift whole lot of 1lac MT, maximum time period permitted will be Four Months. For failure to lift Quantity less than 25,000 MT per month GMDC will levy LD @10% of the agreed basic sale price per MT (as per clause 16). Successful bidder can lift quantity exceeding above prescribed limit.

The cumulative liquidated damages shall be leviable after end of every month on the shortfall in the monthly assigned lifting quantity of bauxite in respect of that month till the end of the contract at the rate of 10% of the basic sale price per MT.

- 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 1<sup>st</sup> 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-alia 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](http://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](http://www.gmdcltd.com). As such bidders are requested to see the website of [www.gmdcltd.com](http://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 arises 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 there under, 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, an interested 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, all interested 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 MT 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 indicative basic price. The bidder has to bid for a price equal to or above the indicative basic 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 by GMDC 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 MT) 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 highest successful Bid prices of lot at that any point of time. However once a Bidder becomes H<sub>2</sub>, the particular Bidder shall become eligible for making a higher bid in next 8 minutes, which the highest bid would be accepted.

e- Auction will take place separately for each mine. The e-Auction will be for entire quantity of the Mine put to auction. Entire quantity shown against each mine would dispose through e-auction process which will take place separately for each mine. Moreover, the eligible bidders will be qualifying for all mines; no separate qualification will be required for individual mines. Subject to EMD, the qualification will be for whole e-Auction. Bidders need not bid for whole quantity of mine; they may bid for their desired quantity from particular mine.

As e-Auction will be mines wise, it will take more time to e-Auction entire quantity of bauxite. The separate schedule with mines wise e-Auction numbers, date and time of e-Auction will be intimated to qualified bidders with specifications.

The allocation will be carried out following principle for generation of maximum revenue for GMDC.

The Stake wise List with analysis report is attached herewith. GMDC will not be responsible for difference in quality parameters if any. Bidders are requested to ascertain quality before participating in e-Auction.

### **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)	Mine	Available Quantity	Required Quantity
		Nandra	22,432	
		Naredi-II	46,358	
		Daban-Wamoti	2,82,254	
		Balachod	27,817	
		Wandh-I	77,408	
		<b>Total</b>	<b>4,56,270</b>	
6	EMD Amount @Rs.125/- per MT of Quantity of Bauxite Required through e-Auction from GMDC (in Rs.)	Mine	Required Quantity	EMD@ Rs.125 per MT
		Nandra		
		Naredi-II		
		Daban-Wamoti		
		Balachod		
		Wandh-I		
		TOTAL		
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 thee-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**

<b>Sr. NO.</b>	<b>Quantity ( In MT)</b>	<b>Tentative Lifting Period ( in days)</b>
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](http://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](http://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](http://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](mailto:nprocure@ncode.in)

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

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