



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF GUJARAT UNDER TAKING)

CIN: L14100GJ1963SGC001206

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E-AUCTION NOTIFICATION SALE OF NPG BAUXITE FOR ALL INTERESTED BUYERS e-AUCTION No. GS/BX/01/2018-19

INSTRUCTIONS TO BIDDERS

1. Gujarat Mineral Development Corporation is a Government of Gujarat undertaking holding NPG Bauxite leases in Kutch District of Gujarat State. GMDC offer the sale of NPG Bauxite **3,47,784 MT NPG Bauxite** having 40-51.99% Al₂O₃ (herein after referred to as "Bauxite") on "**as is where is, whatever there is and no complaint basis**" produced at various Mine of Gadhsisa Group of Mines situated in District: Kutch for All Interested buyers, who wants to purchase NPG Bauxite from GMDC.
2. NPG Bauxite sale through e-Auction has been introduced with a view to provide differentiated yet equitable access to NPG Bauxite to all buyers based on its intended use. e-Auction has been introduced to bring transparency in making available NPG 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 **21.07.2018** after verification of the same eligibility shall be decided.
 1. Copy of PAN Card
 2. Copy of GST Certificate
 3. Registration Proof of Firm (as applicable)
 4. Address Proof (Electricity/ Telephone Bill etc.)
 5. EMD Amount via DD/NEFT/RTGS (as mentioned in clause 9.4)
 6. Form A (As per Annexure-I)
 7. Copy of Export License and Related Documents
 8. IBM Registration Details
 9. 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 **21.07.18** without which bidders cannot participate in e-Auction scheduled on **26.07.18 at 12:00 PM**. However, to avoid inconvenience, bidders are advised to complete the registration process in advance.

6. **Average Specifications of Bauxite**

| | |
|--|------------|
| Average AL ₂ O ₃ | 40%-51.99% |
| Average SiO ₂ | 8-10% |

GMDC will not be responsible for any quality complaint, therefore bidder are requested to satisfy themselves with the quality of NPG Bauxite being offered. The bidder is allowed to take sample of NPG 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. Whereas the average specification of available NPG Bauxite is AL₂O₃- approx.43% and SiO₂ 8 to 10%.

7. **Quantity required by bidder:**

The minimum quantity for bidding would be 10,000 (Ten Thousand) MT. The incremental quantity will be 1000 MT. On completion of e-Auction process GMDC will issue intimation to successful bidders, Subject to Approval from competent authority of GMDC. The allocation of NPG Bauxite shall be at sole discretion of GMDC and bidders have no right by merely participating in bidding process. GMDC will allocate NPG Bauxite only if the quoted price is acceptable to GMDC.

8. **Rates**

- 8.1 The indicative basic price of NPG Bauxite is Rs.555/- 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.
- National Mineral Exploration Trust (NMET) Fund @ 2% of royalty paid. Considering above royalty it comes to Rs.4.8 per MT.
- District Mineral Foundation @ 30% of royalty paid. Considering above royalty it comes to Rs.72 per MT.
- GST** @ 5% of Total Assessable Amount (Basic+Royalty+DMF+NMET – Rs. 64/- PMT.

* 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.

** GST @ 5% of Total Assessable Price (Basic+Royalty+DMF+NMET)

- 8.2 The applicable royalty, taxes and other levies will be calculated on the final bid price and would be charged extra.
- 8.3 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.
- 8.4 **EMD :**

Interested bidders shall have to participate in bidding for minimum quantity of 10,000 MT. The incremental quantity will be 1000 MT.

All interested buyers shall have to furnish non-interest bearing Earnest Money Deposit (EMD) at the rate of Rs.25/- per MT, for their required quantity of NPG 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 is for participation in e-Auction only, after successful acceptance and approval by GMDC full EMD i.e. INR 125 per MT shall be applicable and it shall be deposited along with total amount for purchase of NPG Bauxite before generation of delivery order. INR 100 per MT of approved quantity shall be deposited as EMD in addition to INR 25 deposited before bidding process.

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 shall 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 acceptable.

All rights regarding the amount and mode of EMD shall be with GMDC only.

8.5 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, then 0.5% of the amount deposited as EMD will be forfeited by GMDC and shall not be refunded in any case. Maximum amount of EMD forfeited will not exceed INR 25000 per MT in case of non-participation in e-Auction.

Bidders are advised to participate in e-Auction after evaluating all possibilities & parameters. This is in order to have better competitive bidding and restrict bidders who are casually interested to participate and complicate the bidding and efforts made by GMDC.

For export of Bauxite, successful bidders as per norms shall deposit EMD in advance, though by any circumstances if they are unable to get export permit from government then EMD shall be refunded back.

At the time of refund of EMD / Security Deposit to successful bidder after completion of their work, A under taking will be taken from the successful bidders that will not claim any difference in future on any account. If there is change in statutory levies GMDC will charge it to bidder.

9. 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 NPG Bauxite from various Mine of Gadhsisa Group. Loading of NPG 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 NPG 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 NPG Bauxite trucks during holidays and beyond office hours, as the case may be. In this situation successful bidder shall have to pay all relevant expenses incurred by GMDC in this regard such as overtime of required GMDC personnel and successful bidder has to provide vehicle for the required staff for pick and drop from GMDC colony to Mine site. They should also provide a vehicle at Mine site for emergency purposes. The successful bidder should also provide sufficient lighting at loading site in accordance with the mining laws for loading beyond daylight hours. i.e. 08:00 AM to 05:00 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 NPG 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, subject to deposition of the amount for total qualified quantity after e-Auction process within 15 day of intimation by GMDC. The document for getting export permit shall be provided only after receipt of above-mentioned amount.

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

GMDC may offer the bided quantity to other participating bidders at H1 rate, if the participating bidders (in descending order of H1,H2,H3...) other than H1 bidder, do not show interest for the quantity bided, than GMDC reserves the right to dispose of the remaining quantity to any interested bidder at rates not less than H1 rates, which shall be valid for 06 (Six) months for the remaining quantity left in e-Auction.

10. **Payment terms for obtaining Delivery order**

- 10.1 a) On selection of successful bidder the amount submitted as EMD shall be converted in to Security Deposit. The successful bidder has to remit payable 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 Fifteen (15) days from intimation by GMDC or on receipt of

permission to export. The successful bidder has to provide the details of RTGS to GMDC like amount transfer, amount transfer date and UTR no.

- b) Time allotted for getting export permit from concerned authority will be two months.
- c) If successful bidder is unable to get export permit within the prescribed time of two months, then the right of successful bidder on NPG Bauxite stand cancelled. It will be entirely on GMDC's discretion whether to allot the same quantity of NPG Bauxite to the same bidder or not, after expiry of two months time limit.
- d) First payment for preparation of Delivery order shall be deposited within 15 days from receipt of intimation to successful bidder from GMDC in case of domestic sale whereas in case of export it will be after receipt of export permit. Delivery order will be generated for the amount paid to GMDC. The minimum amount to be paid for first delivery order will be amount derived for successful bidder's e-Auction price plus government levies applicable for quantity of 10,000MT.
- e) Considering lifting performance and total qualified quantity the successful bidder need to adhere to minimum lifting quantity as per delivery schedule. i.e. 25,000 MT per month.
- f) Successful bidder may also lift quantity exceeding specified minimum lifting quantity per month.

- 10.2 There will be no requirement of any bank guarantee, as EMD will be converted into Security Deposit for entire term of lifting schedule. Whereas the SD will be refunded only after successful lifting of all bided quantity and after submission of all required statutory documents to GMDC.

If successful bidder fails to deposit amount of qualified quantity at regular interval as per delivery schedule then proportionate amount of remaining quantity @ Rs.125 per MT from EMD converted to SD shall be forfeited and shall not be returned in any case.

- 10.3 The successful bidder has to lift the material as per the tentative delivery schedule given in Annexure-III. The delivery schedule may be extended after taking into account the total quantity ordered and progress of lifting of NPG 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 not levy LD if the quantity lifted is 80% of total monthly scheduled quantity, but if lifting is less than 80% of total monthly scheduled quantity LD will be levied @5% of the agreed basic sale price per MT for shortfall quantity. 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 NPG Bauxite in respect of that month till the end of the contract at the rate of 5% of the basic sale price per MT.

10.4 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. If the LD is levied, then only the extension for delivery schedule may be granted subject to approval from competent authority.

10.5 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 NPG 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.

11. **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 NPG 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.

At the time of refund of EMD / Security Deposit to successful bidder after completion of their work, A under taking will be taken from the successful bidders that will not claim any difference in future on any account. If there is change in statutory levies GMDC will charge it to Bidder.

12. **Validity of the offer:**

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

13. **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.

14. **Weighment**

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

15. **Liquidated Damages:**

The successful bidder will be assigned time schedule for lifting of NPG Bauxite at the time of issuance of sale order. The successful bidder shall have to lift at least 80% of the NPG Bauxite quantity as per the given time schedule of delivery, failing which the liquidated damages shall be levied at the end of the month on the shortfall quantity of the assigned lifting quantity of NPG Bauxite at the rate of 5% of the agreed basic sale price per MT. The amount of the liquidated damages shall be recovered either from EMD/SD/ advance payment made towards obtaining delivery

order or any other amount of bidder lying with GMDC.

16. 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.

17. **LEGAL JURISDICTION AND ARBITRATION**

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

- 17.2 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, as amended from time to time. The language of the Arbitration proceedings shall be in English only. The venue of the arbitration proceedings shall be at Ahmedabad only.

18. **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).

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

- 19.1 If the successful bidder fails to lift the NPG Bauxites per the delivery schedule, GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by successful bidder.

19.2 Likewise, if the successful bidder does not fulfill the terms and conditions of the contract and does not lift the NPG Bauxites 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.

19.3 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.

19.4 In case of any change in the directives / rules of the Central / State Government regarding sale of NPG 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.

20. **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.

21. 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.

22. **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.

23. **Other terms and conditions:**

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

- 23.2 GMDC Ltd. reserve the right to cancel the sale of NPG 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.
- 23.3 GMDC Ltd. Reserves the 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.
- 23.4 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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.
- 23.10 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.
- 23.11 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.

23.12 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.

23.13 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.

24. **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.

25. **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 -IV.
- 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 – IV.
- 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 NPG 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 NPG 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 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 | GST No. | | | | | | | | | |
| 6 | Quantity of NPG Bauxite Required through e-Auction from GMDC (in MT) | | | | | | | | | |
| 7 | EMD Amount @Rs.25/- per MT of Quantity of NPG Bauxite Required through e-Auction from GMDC (In INR) | | | | | | | | | |
| 8 | Details of EMD Deposited by DD or by NEFT/RTGS | | | | | | | | | |
| 9 | IBM Registration Details | | | | | | | | | |
| 10 | Export License Details | | | | | | | | | |
| 11 | Purpose of buying/ Procuring NPG Bauxite(For Captive Use/ Domestic Sale/ Export) mention quantity for each category separately | <table border="1"><thead><tr><th>Purpose</th><th>Requirement in MT</th></tr></thead><tbody><tr><td>Captive Use</td><td></td></tr><tr><td>Domestic Sale</td><td></td></tr><tr><td>Export</td><td></td></tr></tbody></table> | Purpose | Requirement in MT | Captive Use | | Domestic Sale | | Export | |
| Purpose | Requirement in MT | | | | | | | | | |
| Captive Use | | | | | | | | | | |
| Domestic Sale | | | | | | | | | | |
| Export | | | | | | | | | | |
| 12 | 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 NPG 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

Tentative Lifting schedule of NPG 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 –IV

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, Safe script 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.

- Login 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 Root CA 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 Info tower, 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
