



e-Auction No. GS/BX/02/2021-22

Sale of NPG Bauxite & Bauxite Dust Through e-Auction

Marketing & Sales Department
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A GOVERNMENT OF GUJARAT UNDERTAKING)

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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.

DEFINATIONS

“Approved Stock” means the stock approved by Government of Gujarat for Sale through transparent mechanism

“Under Approval Stock” means the stock of which quality and quantity are measured jointly by GMDC and Geology & Mining Dept, Government of Gujarat, which is under approval for sale through transparent mechanism

“Supplementary LoI / Sale Order” means the additional / supplementary Loin/ Sale Order for the stock under approval by Government of Gujarat , which will be issued after approval of the said stock

“Base Price / Floor Price” means the minimum basic price fixed for particular stacks and bidders are required to quote in incremental Rs. above this price

“Quoted Price / Offer Price” means the price quoted by bidders in e-Auction during online bidding process, for successful bidder the same will be termed as offer price after successful bidding in e-Auction for individual stacks

“Invoice Price” means the price chargeable after the mutually agreed quality parameter and any difference between offer price and invoice price shall be adjusted by relevant debit/credit note on prorata quality parameters

“Successful Bidder” means the bidder who had quoted highest price for particular stacks during online bidding in e-Auction

Chapter-I : Background & Brief Introduction of Offer

1. Background:

Gujarat Mineral Development Corporation is a Government of Gujarat undertaking holding Bauxite leases in Devbhoomi Dwarka & Kutch District of Gujarat State. GMDC is having about **1.61 Lakh MT of NPG Bauxite and 1.48 Lakh MT of Bauxite Dust** stock at both the locations which is offered under e-Auction.

1.1. Quantity, Quality & Location

GMDC offer the sale of NPG Bauxite & Bauxite Dust from its (1) Mewasa Bauxite Mines at Bhatia, Taluka Kalyanpur Dist: Devbhoomi Dwarka and (2) Gadhsisha Group of Bauxite Mines, Dist: Kutch, on “**as is where is basis**”, as per stack wise list placed at **Annexure-VII** for all interested buyers through transparent mechanism of e-Auction for getting maximum offer price.

The quantity includes approved stock from government for Sale through e-Auction and Quantity under approval of NPG Bauxite & Bauxite Dust. The details of approval are mentioned in stack wise list as per **Annexure-VII**.

Sale of NPG Bauxite 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 as per relevant government mandate. e-Auction has been introduced to bring transparency in making available NPG Bauxite to all sections of Buyers enabling them to procure through a tech-enabled consumer friendly system.

1.2. Governing Guidelines & Applicable Laws

The guidelines related to Bauxite and its sales are as per MMDR Act-1957, MCDR-1988, prevailing Guideline issued by Indian Bureau of Mines, Ministry of Mines (Govt. of India) and Commissioner of Geology & Mining, Industries & Mines Department, Government of Gujarat, with all the applicable revisions and amendments.

The e-Auction is conducted as per present guidelines by Government of Gujarat for sale of approved stock of NPG Bauxite and Bauxite Dust. The stock under approval of Government is also offered for sale under e-Auction, which will be offered subsequently subject to approval from concerned authority. However, bidders are free to quote for approved as well as unapproved stacks as per their choice.

2. Offer to Sale of NPG Bauxite & Bauxite Dust through e-Auction:

GMDC offer the sale of NPG Bauxite & Bauxite Dust from its (1) Mewasa Bauxite Mines at Bhatia, Taluka Kalyanpur Dist: Devbhoomi Dwarka and (2) Gadhsisha Group of Bauxite Mines, Dist: Kutch, on “as is where is basis”, the quality, quantity, location, dispatch arrangement, base price/ floor price, structure of pricing for Bauxite and applicable royalty, levies and taxes on quoted price/invoice price are described as below in order to educate/awareness of the bidders before participating in the e-Auction.

2.1. Quality, Quantity & Location of NPG Bauxite & Bauxite Dust

The stackwise quality of NPG Bauxite and Bauxite Dust is mentioned in individual stack wise list as per **Annexure-VII**. For Bauxite Dust the quality parameters may vary as the stacks are very heterogeneous, but tentative quality of dust would be below relatively low and higher content of SiO₂.

The stackwise quality, quantity and coordinates are mentioned in Annexure-VII, which are based on GMDC’s Laboratory Analysis Reports. The interested bidders are requested to check and verify themselves with the quality of NPG Bauxite being offered. The bidders are allowed to take sample of NPG Bauxite / Bauxite Dust @ 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). The site visit declaration is also required to be submitted with Form-A

2.2. Dispatch Arrangement at Locations

All the mines are equipped with fully digitized dispatch system alongwith good internet connectivity in normal weather conditions. The dispatch situation faces adversity during monsoon months. It is to be noted that Loading & Transportation will be in scope of the buyer. The capacities of weighbridges and mines location are as below:

Sr	Name of Mines	Location	No. of WeighBridge	Capacity in MT
1	Wandh-I	Wandh-I	01	100
2	Nana Gonyasar			
3	Ratadia	Ratadia	01	50
4	Roha-Kotda	Roha-Kotda	01	50
5	Naredi-Nandra			
6	Naredi-2	Naredi-2	01	50
7	Mothala-Balachod			
8	Naredi-1			
9	Daban-Wamoti	Daban-Wamoti	02	50+100
10	Mewasa (Bhatia)	Bhatia	01	50

2.3.Base Price/ Floor Price

There will be base price / floor price for each individual stack and bidders have to quote above the base price as per incremental value during online bidding in e-Auction. Bidders interested in any stack may quote for specific stacks as per their choice.

The Base Price / Floor Price of individual stack are being derived on two quality components:

- 1) The Average Al₂O₃% of the individual stacks
- 2) The Average SiO₂% of the stack

The above two components are factorized in the following formula to work out the Base Price/ Floor Price of individual stack. The final base price shall be round up to upper rupee.

Base / Floor Price

$$= ((\text{Benchmark Price} / \text{Benchmark Al}_2\text{O}_3\%) \times \text{Average Al}_2\text{O}_3\% \text{ of the stacks}) + ((6 - \% \text{ of SiO}_2 \text{ of the stack}) \times (0.5 \times (\text{Benchmark Price} / \text{Benchmark Al}_2\text{O}_3\%)))$$

The benchmark price is Rs.580 per MT derived from the last successful e-Auction. The benchmark Al₂O₃% is 44.9% also derived from the last successful e-Auction. For Silica, 6% of SiO₂ is considered to be the benchmark quality % and price correction above and below this benchmark % is factorized in the formula.

An example to have further understanding of the formula is produced below:

Benchmark Price	Rs.580 per MT
Benchmark % of Al ₂ O ₃ & 6% of SiO ₂	44.9% 6%
Benchmarked average price per % of Al ₂ O ₃	= 580/44.9 = Rs. 12.92 for Al ₂ O ₃
0.5 of average price per % of Al ₂ O ₃ *SiO ₂ at 6%	= (0.5)*12.92 =Rs. 6.46 for SiO ₂
For example: Case 01 : % of Al ₂ O ₃ : 46%	=12.92*46 =594.32 Rs/MT
For example: Case 02 : % of Al ₂ O ₃ : 44%	=12.92*44 =568.48 Rs/MT

For Example Price after Al ₂ O ₃ : 46% is 594.32 Rs./MT	
Case 01: % of SiO ₂ :3.5 %	= (6-3.5) * (6.46) =2.5 * 6.46 =16.15 Rs/MT for SiO ₂ added in price
Case 02: % of SiO ₂ : 8 %	= (6-8) * (6.46) = -2.0 * 6.46 = 12.92 Rs/MT for SiO ₂ reduced in price
Final price for Case 01 of Al ₂ O ₃ & SiO ₂ will be	= 594.32+16.15 = 610.47 = 611 Rs/MT (round up)
Final price for Case 02 of Al ₂ O ₃ & SiO ₂ will be	= 594.32-12.92 = 581.40 = 581 Rs/MT (round up)

The stackwise Base price derived after above calculation is mentioned in **Annexure-VII**. The base price is excluding any levies & taxes. Hence, the base price will vary from on stack to other. Bidder shall quote per MT price only.

However, the Base price for Bauxite Dust stacks is kept at Rs.375 per MT for all stacks due to heterogeneous nature of dust stacks and no segregation made as per quality as the material is treated as rejects during production and no quality related invoicing or bidding is there for Bauxite Dust. So quality issue for dust shall not be entertained for any stacks. The quality parameters given for Bauxite Dust are only provided for rough estimates only.

2.4.Quoted Price / Offer Price

The qualified bidders for e-Auction will quote for any stack of their choice in incremental values during online bidding for individual stack's quantity and the price bided by them will be called as "Quoted Price". The highest bidder for individual stacks will be the successful bidder or H1 Bidders and the material of the individual stack shall be offered to the successful bidder at "Quoted price" which will also be called as "Offer Price" after selection and approval of the bided price. The bidders may be asked for negotiation round after successfully bidding process as per GMDC's jurisdiction, before final offer. The price as per Sale Order/ LoI shall be called as "Offer Price". The quoted/offer price is excluding any levies & taxes. The approved quantity shall be offered at the earliest to

successful bidders and the quantity under approval shall be offered after approval from government as per quoted price. The price will be rounded upto 02 decimals.

The offer price will be the applicable price for that particular stack at which the NPG Bauxite is offered to successful bidder. After finalization of offer price, the same will be applicable on the quality of the stack and the increase/decrease in dispatched quality will be adjusted prorata based on offer price and quality.

Quoted / Offer Price

$$= ((\text{H1 Offer Price} / \text{Benchmark Al}_2\text{O}_3\%) \times \text{Average Al}_2\text{O}_3\% \text{ of the stacks}) + ((6 - \% \text{ of SiO}_2 \text{ of the stack}) \times (0.5 \times (\text{H1 Offer Price} / \text{Benchmark Al}_2\text{O}_3\%)))$$

Benchmark Price	Rs.580 per MT
Benchmark % of Al ₂ O ₃	44.9%
Benchmarked average price per %	=580/44.9=12.92 Rs.
For example: Offer Price on which Delivery Order will be generated % of Al ₂ O ₃ : 44.9%	=600 =600/44.9
Pro-rata price per % of Al ₂ O ₃ for that stack for that stack and 0.5 of this shall be applicable at 6% SiO ₂	=13.45 Rs.
Case 1 : Al ₂ O ₃ % 45.5 Now, suppose if at time of dispatch after joint analysis the quality of Al ₂ O ₃ found to be 45.5% instead of 44.9% , than as per pro-rata per % of Al ₂ O ₃ @ Rs.13.45 will be charged	= 13.45*45.5 = 611.98 Rs./MT Diff = 611.98 –600 = 11.98 Rs./MT will be recovered from bidder for Al ₂ O ₃
Case 2 : Al ₂ O ₃ % 44.0 If the quality is less than 44.9% Al ₂ O ₃ , pro-rata price as per above offer price(Rs. 600/44.9 =Rs.13.45 per %), for 44.0% Al ₂ O ₃	=13.45*44.0 =591.80Rs./MT =600-591.80 =8.2 Rs./MT will be refunded to bidder
Similarly for SiO ₂ at 6% For SiO ₂ is more / less than (0.5*13.45) per % above or below shall be applicable for refund/recovery	= (0.5*13.45) = 6.73 per % of SiO ₂

Case 1 : for 3 % SiO ₂	=6-3 =3 =3*6.73 = 20.19 Rs./MT will be recovered from bidder for SiO ₂
Case 2 : for 8 % SiO ₂	=6-8 = - 2 = - 2*6.73 = 13.46 Rs./MT will be refunded from bidder for SiO ₂
Final price for Case 01 of Al ₂ O ₃ & SiO ₂ will be	= 611.98+20.19 = 632.17 Rs/MT
Final price for Case 02 of Al ₂ O ₃ & SiO ₂ will be	= 591.80-13.46 = 578.34 Rs/MT

2.5. Invoice Price

Sale Order / LoI shall be issued to successful bidder at Offer Price, and payment for the material will be collected before generation of Delivery Order. After generation of delivery order Joint Sampling and analysis as per IS standard shall be done **once for every stack before dispatch** by GMDC Laboratory and the Invoice Price will be derived based on this analysis report only. The price will be rounded upto 02 decimals.

However, at the time of dispatch if the bidder raises complaint or dispute regarding quality, Joint Sampling and Analysis as per NABL Accredited Laboratory shall be done, expenses for the same shall be borne by party raising the issue/dispute. The price applicable after the mutually agreed quality parameter shall be treated as "Invoice price" and difference of refund/recovery may be adjusted by relevant debit/credit note on pro-rata quality parameter basis.

For any correction/ adjustment of offer price from this arrangement shall be applicable to successful bidder and relevant debit/credit note will be issued accordingly.

Invoice Price (at actual quality at the time of dispatch)

$$= ((\text{H1 Offer Price} / \text{Benchmark Al}_2\text{O}_3\%) \times \text{Average Al}_2\text{O}_3\% \text{ of the stacks}) \\ + ((6 - \% \text{ of SiO}_2 \text{ of the stack}) \times (0.5 \times (\text{H1 Offer Price} / \text{Benchmark Al}_2\text{O}_3\%)))$$

Example:

Benchmark Basic Price	Rs.580 per MT
Benchmark % of Al ₂ O ₃	44.9%
Benchmarked average price per %	=580/44.9=12.92 Rs.
For example: Offer Price on which Delivery Order will be generated % of Al ₂ O ₃ : 44.9%	=600 =600/44.9
Pro-rata price per % of Al ₂ O ₃ for that stack for that stack and 0.5 of this shall be applicable at 6% SiO ₂	=13.45 Rs.
Case 1 : Al ₂ O ₃ % 45.5 Now, suppose if at time of dispatch after joint analysis the quality of Al ₂ O ₃ found to be 45.5% instead of 44.9% , than as per pro-rata per % of Al ₂ O ₃ @ Rs.13.45 will be charged	= 13.45*45.5 = 611.98 Rs./MT Diff = 611.98 –600 = 11.98 Rs./MT will be recovered from bidder for Al ₂ O ₃
Case 2 : Al ₂ O ₃ % 44.0 If the quality is less than 44.9% Al ₂ O ₃ , pro-rata price as per above offer price(Rs. 600/44.9 =Rs.13.45 per %), for 44.0% Al ₂ O ₃	=13.45*44.0 =591.80Rs./MT =600-591.80 =8.2 Rs./MT will be refunded to bidder
Similarly for SiO ₂ at 6% For SiO ₂ is more / less than 6% than (0.5*13.45) per % above or below shall be applicable for refund/recovery	= (0.5*13.45) = 6.73 per % of SiO ₂
Case 1 : for 3 % SiO ₂	=6-3 =3 =3*6.73 = 20.19 Rs./MT will be recovered from bidder for SiO ₂
Case 2 ; for 8 % SiO ₂	=6-8 = - 2 = - 2*6.73 = 13.46 Rs./MT will be refunded from bidder for SiO ₂
Final price for Case 01 of Al ₂ O ₃ & SiO ₂ will be	= 611.98+20.19 = 632.17 Rs/MT
Final price for Case 02 of Al ₂ O ₃ & SiO ₂ will be	= 591.80-13.46 = 578.34 Rs/MT

2.6.Price Structure of Bauxite and applicable rates, royalty, levies and taxes

The sale of Bauxite is governed as per applicable prevailing rules and regulations related to royalty, DMF, NMET, GST and TCS/TDS. The basic price is decided on the basis of Offer Price which doesn't include royalty, DMF, NMET, GST and TCS/TDS or any other taxes/ levies. The derived price will be rounded upto 02 decimals.

2.6.1. Royalty:

Royalty @25% of basic price based on end use as per relevant period Indian Bureau of Mines Average Sale Price for Gujarat (<https://ibm.gov.in>) as per formula based on 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 as per of section 64 (d) of The Mineral Concession Rules, 1960 or as per applicable directives of Commissioner of Geology & Mining, Gandhinagar, are applicable of Sale of Bauxite. Interested bidders are advised to refer the same before participating in e-Auction, as royalty plays a major role in pricing of Bauxite.

2.6.2. DMF:

District Mineral Foundation Fund @30% of Royalty paid is also applicable on Bauxite Sale as per MMDR (Amendment) Act, 2015.

2.6.3. NMET:

National Mineral Exploration Trust Fund @2% of Royalty paid is also applicable on Bauxite Sale as per MMDR (Amendment) Act, 2015.

2.6.4. GST:

GST @ 18% on assessable value (Basic Price, Royalty, DMF, NMET) is applicable (9% SGST, 9% CGST, or IGST for outstate supply). GST will be chargeable as per prevailing rules and the rate at present is 18%.

2.6.5. TCS/TDS:

TCS @ 0.1 % and TDS are chargeable as per applicable prevailing rules & regulation.

SAMPLE PRICE STRUCTURE

				A	B	C	D	E	F	G	H	I	J	K	L
Mineral Grade	End Use / End User	Relevant IBM Grade	IBM Avg Sale Price(Guj) for latest (Nov-21)	Basic (Base Price)	Royalty (25% of IBM Price) or as per CGM Gujarat eRoyalty	DMF 30% On Royalty	NMET 2% On Royalty	Assesible Total	SGST @ 9% E	CGST @ 9% E	IGST @ 18% E for OGS	Subtotal (E+F+G+H)	TCS @ 0.1% on I	TOTAL	Round
NPG Bauxite	Refractory	Refractory	2539	580	634.75	190.43	12.70	1417.87	127.61	127.61	0.00	1673.09	1.67	1674.76	1675
NPG Bauxite	Abrasive	Abrasive	1076	580	269.00	80.70	5.38	935.08	84.16	84.16	0.00	1103.39	1.10	1104.50	1105
NPG Bauxite	Chemical	Chemical	1022	580	255.50	76.65	5.11	917.26	82.55	82.55	0.00	1082.37	1.08	1083.45	1084
NPG Bauxite	Cement	Cement	739	580	184.75	55.43	3.70	823.87	74.15	74.15	0.00	972.17	0.97	973.14	974
NPG Bauxite	Export / Other	Highest Grade	2539	580	634.75	190.43	12.70	1417.87	127.61	127.61	0.00	1673.09	1.67	1674.76	1675
Bauxite Dust	Refractory	Refractory	2539	375	634.75	190.43	12.70	1212.87	109.16	109.16	0.00	1431.19	1.43	1432.62	1433
Bauxite Dust	Abrasive	Abrasive	1076	375	269.00	80.70	5.38	730.08	65.71	65.71	0.00	861.49	0.86	862.36	863
Bauxite Dust	Chemical	Chemical	1022	375	255.50	76.65	5.11	712.26	64.10	64.10	0.00	840.47	0.84	841.31	842
Bauxite Dust	Cement	Cement	739	375	184.75	55.43	3.70	618.87	55.70	55.70	0.00	730.27	0.73	731.00	731
Bauxite Dust	Export / Other	Highest Grade	2539	375	634.75	190.43	12.70	1212.87	109.16	109.16	0.00	1431.19	1.43	1432.62	1433

Chapter-II : Instructions to Bidders & Guideline for e-Auction

1. Eligibility of Bidders:

The interested bidders shall suffice following documentation and registration related requirements in order to participate in e-Auction.

1.1.Document Required (Form-A)

The interested bidders shall submit following self-certified copy of documents to GMDC Ltd and upload scanned documents to e-Auction portal (Online) before last date for submission of documents.

1. Form-A (As per Annexure-I)
2. Copy of PAN Card
3. Copy of GST Certificate
4. Registration Proof of Firm (as applicable)
5. Address Proof (Electricity/ Telephone Bill etc.)
6. Bid Security Amount Rs. 5 Lakh via DD /NEFT / RTGS (as mentioned in relevant clause)
7. Copy of Valid Export License (required for export use only)
8. IBM Registration Details(self-certified copies of registration confirmation from IBM shall be required)
9. Stockiest Registration for Mineral Storage issued by Commissioner of Geology & Mining, Gandhi agar
10. Details of registration with procure / Digital Key
11. Power of Attorney for the authorized person (As per Annexure-II)
12. Declaration Regarding knowledge & awareness of Rules & Regulations
13. Declaration Regarding Site Visit & Sample Analysis

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.

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.

1.2.Bid Security Amount

All interested bidders shall have to furnish non-interest-bearing Bid Security Amount of Rs.5 Lakh, for participation in e-Auction. Therefore, it is advised to submit the Form-A

along with details of Bid Security Amount deposited in advance.

The Bid Security amount is for participation in e-Auction only, after successful acceptance of offer and approval by GMDC, the Bid Security amount shall be refunded or adjusted accordingly on bidder's request.

Options for Payment of Bid Security Amount:

- a) The Bid Security amount/ Security Deposit 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)**.
- b) 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. Bid Security by bank guarantee shall not be accepted.

All rights regarding the amount and mode of Bid Security Amount shall be with GMDC only.

1.3.Digital Key and Registration with nProcure (e-Auction Service Provider)

All interested bidder shall get themselves registered with nProcure / nCode Solutions Pvt Ltd in order to participate in e-Auction. The contact details are as mentioned below:

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 inconvenience:-

(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

The stepwise guide is placed at Annexure-IV

2. Process of Participation & Bidding in e-Auction:

- a) After preliminary qualification based on documents submitted by bidders, the auction process will be initiated as per schedule/timeline stated in this document.

Sr	Event / Activity	Tentative Date
1	Available Online for Download from date	7 th April,2022
2	Last Date for Receiving queries from bidders	30 th April,2022
3	Pre-Bid Meeting at 12:00 PM	10 th May,2022
4	Last Date for Download	19 th May,2022
5	Last Date for Submission of Tech. Bid / Documents as per Form-A	19 th May,2022
6	Opening of Technical Bids	20 th May,2022
7	Evaluation of Technical Bid (Start Date)	20 th May,2022
8	Intimation to Technically Qualified Bidders	30 th May,2022
9	e-Auction Demo/ Mock Bidding	2 nd June,2022
10	Intimation & Confirmation for e-Auction to bidders	6 th June,2022
11	e-Auction Date (Tentative)	8 th June,2022

- b) Pre-bid Meeting will be conducted on **10/05/2022 at 12:00 PM** GMDC Ltd, Corporate Office, Near Helmet Cross Road, University Ground, Vastrapur, Ahmedabad 380052 or may be conducted online as per prevailing situation. For any query related to Pre-bid of e-Auction please email on sales@gmdcltd.com or call on 6359947641. The last date for receiving queries for Prebid meeting is **30/04/2022**.
- c) After verification of the document's eligibility shall be decided. GMDC will send the list of eligible bidders to nProcure Ltd subject to minimum 03 eligible bidders. GMDC will inform all eligible bidders individually through mail only.
- d) The bidders have to complete the registration process with nProcure Ltd before **19/05/2022 before 5:00 PM** without which bidders cannot participate in e-Auction. However, to avoid inconvenience, bidders are advised to complete the registration process in advance.
- e) After qualification of bidders, e-Auction Demo will be organized as per scheduled date and real-time demo shall be given by service provider before actual e-Auction in order to educate and familiarize the bidders for e-Auction process.
- f) The bidders are advised to get themselves acquainted and seek assistance of the e-Auction service provider before actual e-Auction with respect to system and

infrastructure requirement in order to avoid inconvenience or system failure during e-Auction.

g) **Corrigendum:**

Corrigendum if any shall be uploaded on www.gmdcltd.com and service provider's <https://www.nprocure.com> 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 <https://www.nprocure.com> 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.

h) 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.

2.1. Guideline for Stackwise Online Bidding in e-Auction

- a) GMDC is collecting holistic Bid Security Amount for bidding in any stack or all stack put under e-Auction for sale, hence any bidder can bid for any number of stacks without any quantity restrictions.
- b) Bidders have to submit individual price for individual stacks during e-Auction in order to win that stack, the highest bidder (H1) will be the successful bidder.
- c) The quoted/ offer price may vary from bidder to bidder for stackwise, may also be different for same quality, for which dispute shall not be entertained at any stage of e-Auction and its execution after award of LoI/Sale Order/ Supplementary LoI.
- d) Minimum Bid requirement for any stacks will be 02% from difference bidders for qualifying for offer of the stack, stacks receiving less than 02% bid will not be allotted to any bidder.
- e) Bidders are advised to check the locations of stacks before bidding, the order of lifting the stacks based on location shall be assessed before quoting for the same.
- f) For any issue regarding stackwise location and quantity offered, MD, GMDC will be the final appellate authority and decision regarding excess/shortfall in stack quantity shall be at his jurisdiction.

2.2.Offer / Allotment to Successful Bidders:

- a) The H1 bidder for individual stacks will be offered the respective stack/s after completion of e-Auction and approval of GMDC management.
- b) GMDC may offer the bided quantity to other participating bidders at H1 rate, if the participating H1 bidder, do not show interest for the quantity bided. GMDC reserves the right to dispose of the remaining quantity to any interested bidder at rates not less than H1 rates (offer will be made in descending order to bidder by H1,H2,H3...). The modality to offer leftover quantity by H1 bidder to other bidders shall be valid for 01 Year for the remaining quantity left by H1 bidder in e-Auction. In this case if H1 Bidder didn't show interest for quantity offered (won), than bid security of such bidder will be forfeited in full and collected from other interested bidder before offering the quantity. Similarly, if any material is left behind by the successful bidder after LoI/ Sale Order/ Supplementary LoI, security deposit shall be forfeited @2% of value of such balance quantity left.
- c) Decision of MD, GMDC will be final and binding to successful bidder with respect to quoted price and quantity.
- d) GMDC reserves the right to defer/accept/split/divide/cancel the offer without assigning any reason thereof.
- e) 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.

2.3.Refund / Forfeiture of Bid Security Amount:

- a) The Bid Security submitted by the successful Bidders will be liable for forfeiture in the event, bidder fails to execute the sale with respect to terms and condition of e-Auction documents or sale order issued to them.
- b) After qualifying and submitting Bid Security for the e-Auction, if any bidder fails to quote their price, then 5% of the amount deposited as Bid Security will be forfeited by GMDC and shall not be refunded.
- c) 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.
- d) For any decision regarding Bid Security Amount, MD, GMDC will be the final appellate authority and decision regarding waiver of forfeiture of Bid Security shall be at his jurisdiction.

Chapter-III : Instructions to Bidders & Guideline for e-Auction

1. Scope of Work for Successful Bidder:

GMDC will offer the individual stack wise quantity to respective H1 bidder for the stack at earliest for approved quantity and the quantity under approval shall be offered after receipt of approval from government.

1.1. Confirmation of Offer & Acceptance:

GMDC will confirm the offer for individual stack wise quantity to respective H1 bidder and ask to submit relevant Security Deposit @ 5% of applicable offer price for whole interested quantity.

The successful bidder shall confirm the offer in written alongwith applicable Security Deposit.

The offer shall be valid for 90 days from date of e-Auction for successful bidder.

1.2. Submission of Security Deposit:

For successful bidder the Security Deposit @ 5% of amount equal to offered Basic Price for whole lot of bided quantity shall be applicable and successful bidders shall deposit it within 15 days of intimation by GMDC after which Sale Order / LoI shall be issued.

1.2.1. Payment of Security Deposit:

- a) The Security Deposit 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)**.
- b) The Security Deposit can also be paid by way of electronic Bank Guarantee issued in name of GMDC Ltd (**Annexure-V**) for validity of 01 year and claim period of 1 year, issued by authorized bank except co-operative banks as per Finance Dept, Government of Gujarat GR No.EMD/10/2021/7729/DMO Dt.12.04.2021 & its corrigendum or relevant latest GR in reference of SD/EMD. **For Security Deposit by mode of BG:** The same shall be issued as **electronic bank guarantee** covering period of lifting or 02 years whichever is longer and having 01 year claim period.
- c) Bidder shall provide the details like Demand Draft no & Date, Bank Name & Amount, for RTGS/NEFT amount transferred, transfer date and UTR no.

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

1.2.2. Forfeiture of Security Deposit:

- a) The Security Deposit submitted by the successful Bidders shall be liable for forfeiture in the event, bidder fails to execute the sale with respect to terms and condition of e-Auction documents or sale order issued to them.
- b) At the time of refund of SD to successful bidder after completion of their work, an 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.
- c) The SD will be refunded only after successful lifting of all bided quantity and after submission of all required statutory documents to GMDC.
- d) For any decision regarding Security Deposit, MD, GMDC will be the final appellate authority and decision regarding waiver of forfeiture of Security Deposit shall be at his jurisdiction.

1.3. Issuance of LoI/ Sale Order/ Supplementary LoI:

- a) After acceptance and receipt of SD, LoI, shall be issued for the offered quantity which is approved by government within 15 days, for under approval quantity SD and Supplementary LoI shall effect within 15 days of receipt of the document/approval at GMDC.
- b) The time allotted for making payment for delivery order shall be 15 days for date of issuance of LoI/Sale Order/ Supplementary LoI for domestic sale.
- c) In case of export, the time allotted for making payment for delivery order shall be 2 month from issuance of LoI / Sale Order/Supplementary LoI. The same may be extendable upon request and submission of documents, if the delay is due to external reasons which are not attributable to the successful bidder. The request for extension shall subject to approval by competent authority after assessing the requirement and merit of representation
- d) If successful bidder is unable to get export permit within the prescribed time of two months or extended period, then the right of successful bidder on the material 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 the given /extended time limit.
- e) LoI/Sale Order shall be treated as agreement / contract subsequent to tender and always read with/in addition to terms and conditions of this tender document.

1.4.Registration Process as GMDC Customer & Forms, Undertaking:

- a) The successful bidder shall have to complete the registration related formalities before payment for delivery order and booking as per normal practice of GMDC.
- b) Documents as per registration forms and undertaking shall be asked from GMDC at the time of registration from successful bidders.

1.5.Mode of Payment for Delivery Orders:

- a) The successful bidder shall have to make payment for delivery order within 15 days of issuance of LOI/ Sale Order by following modes:
 - i) by electronic transfer through RTGS/NEFT in GMDC's Bank Account No. 00062090000855 (IFSC Code- HDFC0000006)
 - ii) By Online DO booking portal through NSDL Payment Gateway
- b) The lifting schedule shall be applicable from date of issuance of 1st Delivery Order and shall be as per Annexure-III.

1.6.Lifting, Schedule & extension:

- a) The tentative lifting schedule will be as per Annexure-III.
- b) The tentative lifting schedule is as per Annexure-III, however the overall time period shall be considered for all quantity offered to bidder. The lifting schedule shall be kept flexible. The same shall be applicable for approved quantity, for under approval quantity the schedule shall be effective as per once Supplementary LOI is issued and ancillary timeline. Decision of MD, GMDC will be final in issues related to lifting schedule extension with/without applicability of LD.
- c) After the expiry of the period of Sale as per the sale Order and extension of timeline, 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
- d) 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 or revocation of permission to 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.

1.7. Dispatch and Site Management:

- a) 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 various Mine of projects. Loading of Bauxite and weighment of the trucks would be permitted strictly during office hours on all working days only.
- b) In case of any exigency, however, the successful bidder will have to take prior written permission of General Manager (Project) for the loading and weighment of Bauxite trucks during holidays and beyond office hours, as the case may be. In this situation successful bidder shall have to borne all relevant expenses incurred by GMDC in this regard such as overtime & Lighting arrangement, if the minimum offtake in 24 hours is below 1000 MT. The relevant expenses shall be recovered at Project level by General Manager (Project).
- c) 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 purchase, including any compliance requirement in accordance with the provisions of laws. (Annexure-VI)
- d) **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.
- e) Joint Sampling and analysis shall be done **once for every stack before dispatch** by GMDC Laboratory and the Invoice Price will be derived based on this analysis report only.
- f) However, at the time of dispatch if the bidder raises complaint or dispute regarding quality, Joint Sampling and Analysis as per NABL Accredited Laboratory shall be done, expenses for the same shall be borne by party raising the issue/dispute. The price applicable after the mutually agreed quality parameter shall be treated as "Invoice price" and difference of refund/recovery may be adjusted by relevant debit/credit note on pro-rata quality parameter basis.
- g) For quality related issue at time of dispatch, any deviation from GMDC's Analysis Report shall be raised within 48 Hours, The quality based refund/recovery will only applicable in case of NPG Bauxite, the same is not applicable for Bauxite Dust.
- h) The successful Bidder shall obtain and maintain all statutory approval required for loading, purchase & transport of Bauxite. The successful bidder shall also submit

such reports and information as required under the applicable acts and rules.

- i) GMDC can allow sieving within its premises at risk and cost of the successful bidder. The bidder shall indemnify GMDC accordingly before starting the screening process. The successful bidder shall make advance payment for whole stack before starting screening/sieving at site.
- j) GMDC may allow sieving subject to lifting the whole stack including rejects (-10 mm or other) at the rates/bid price as per NPG Bauxite from the stack for which screening/sieving is done.
- k) The successful bidder shall raise request separately for screening /sieving permission from GMDC. GMDC reserves the rights regarding allowing the same at its jurisdiction subject to prevailing conditions at dispatch location and approval from competent authority of GMDC.
- l) Deduction from offer price based on quality shall not be considered in any case for screening/sieving cost.
- m) Quality related issues for material screened shall not be considered after screening is done. Successful bidder shall have to raise the issue if any before starting screening process at the time of Joint Sampling and Analysis.
- n) Any request / communication for change in lifting / dispatch schedule or any other issue shall be communicated to GMDC at least before 15 days in advance of such requirement.
- o) This is the stack wise quantity offer, the quantity is derived as per volumetric conversion of stacks after measurement, actual weight may vary at time of dispatch. The excess/shortfall if any shall be lifted by the respective bidder at the agreed upon applicable rates only. Decision of MD, GMDC will be final in issues related to stackwise excess/ shortfall quantity.
- p) The location of weighbridges and their capacity are provided in clause 2.2., Bidder shall plan accordingly.

1.8.Liquidated Damages:

- a) 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 at least 80% of the Bauxite quantity as per the given time schedule of delivery, failing which

the liquidated damages shall be levied at the end of the whole schedule on the shortfall quantity of the assigned lifting quantity of Bauxite at the rate of 2% of the agreed basic sale price per MT. The amount of the liquidated damages shall be recovered either from SD/ payment made towards obtaining delivery order or any other amount of bidder lying with GMDC.

For example:

Offer Price Rs/MT	Rs.600
Quantity of NPG Bauxite in MT	1,00,000
Lifting Period	240 Days from DO Date
If bidder lifts more than 80% quantity	No LD shall be levied
If bidder lifts less than 80% quantity	LD @ 2% of value (agreed basic price* quantity) of unlifted material shall be deducted from SD
Example :unlifted quantity after 240 days is 25,000 MT	LD = 25,000*600*2% =3,00,000/- LD shall be levied

- b) The decision of MD, GMDC shall be final and binding for applicability of Liquidated damages.

1.9.For Under approval quantity:

- a) The terms and conditions for under approval quantity for which bidder has quoted, shall only be applicable when approval from government is received for the same and Supplementary LoI/Sale Order is issued to the successful bidder.
- b) Applicability of Security Deposit, Lifting Schedule, Liquidated Damages shall follow the timeline after approval of government is received for under approval stock and after issuance of supplementary LoI.
- c) The successful bidder shall have to be in follow-up for approval from government for the quantity and GMDC shall assist the bidder in documentation related to under approval stock. The primary scope will be in bidders responsibility for under approval stock.
- d) The tentative time period for under approval quantity shall be 01 year for getting approval from government.

Chapter-IV : Other Terms and Conditions

1. Legal Jurisdiction & Arbitration:

- a) 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.
- b) All questions, disputes, differences whatsoever which may at any time arises between GMDC and successful bidder in connection with the e-Auction and subsequent contractor any matter arising out of or in relation thereto, shall be referred to fast track arbitration / 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.
- c) **Power to remove difficulties:**
In case of any difficulty arises in performing this contracts as per the conditions stipulated therein to any successful bidder / contractor, such contractor in respect of difficulties faced by him/his identity, will submit meritorious representation in this regard to MD-GMDC, who after considering will be authorized to take suitable decision including amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc.

2. Compliance of Statutes:

The successful bidder will strictly abide by all the laws governing employment, payment of wages, Safety and welfare of their labor and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Employee's Compensation Act, Contract labor (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).

3. Non-fulfillment of terms and conditions of contract / sale order:

- a) If the successful bidder fails to lift the Bauxite per the delivery schedule/extended period, GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by successful bidder.
- b) Likewise, if the successful bidder does not fulfill the terms and conditions of the contract and does not lift the Bauxite per the schedule / extended period 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.
- c) 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.
- d) 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.

4. Force Majeure:

- a) 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.
- b) 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.
- c) The decision regarding occurrence of force majeure to be considered shall be taken jointly by GMDC and successful bidder.

5. 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.

6. 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.

7. Other Terms & Conditions

- a) Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of Bauxite shall not be acceptable.
- b) 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.
- c) 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.
- d) Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

- j) 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.
- k) 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.
- l) 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.
- m) 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.

8. Compensation towards negligent actions / damages

- a) 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.

9. Foreclosure

- a) If at any time after acceptance of the offer the GMDC 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.

Chapter-V : e- Auction Registration with Service Provider

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. nProcure Ltd.** (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 GST 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.
- 2.4 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 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 them (including any wrongful bidding by them) 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 5 (Five) 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 5 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	Bid Security Amount for e-Auction (In INR)									
8	Details of Bid Security Deposited by DD or by NEFT/RTGS									
9	IBM Registration Details									
10	Stockiest Code issued by CGM									
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" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: left;">Purpose</th><th style="text-align: left;">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 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& Bauxite Dust by the Successful Bidder

Quantity (in MT)	Tentative Lifting Period for each mine (in days)
0-25,000	60
25,001 to 50,000	120
50,001 to 75,000	180
75,001 to 1,00,000	240
1,00,001 to 1,25,000	300
1,25,001 to 1,50,000	360

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 Format (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

Annexure –V

BANK GUARANTEE FOR SECURITY DEPOSIT (SD)

Name of the Bank : _____
Address : _____
Guarantee No : _____
Name of the Contractor : M/s _____
Date of Expiry : _____
Limit to liability : Rs _____/- (Rupees _____ only)
Ref: Tender bearing No. _____
Subject: Bank Guarantee towards Security Deposit.

Date.....20

To

General Manger (____),

Gujarat Mineral Development GMDC.

132 Ft Ring Road, Near University Ground ,Vastrapur, Ahmedabad.

Bank Name: ICICI BANK LTD.

IFS Code: ICIC0000024

UIC GMDC530265584 for Field 7037.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s _____(hereinafter called “Contractor”) from demand under the terms and conditions of “Technical Bid Document” (hereinafter called the said “Bidding Document”) issued by the GMDC vide Tender _____. **The present** Bank Guarantee is towards Security Deposit (SD) of Bid in terms of Clause No. ____ of Chapter – ____ of the afore-said bidding document for the due fulfillment by the Contractor of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for **Rs _____/- (Rupees _____ only)**

- 1) We the _____ (Name of the Bank) hereinafter referred to as “Bank” having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of **Rs _____/- (Rupees _____ only)** against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
- 2) We _____ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor’s failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs _____/- (Rupees _____ only)**.
- 3) We _____ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses

caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.

- 4) We _____ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said contractor (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have no claim against us for making such payment.
- 5) We _____ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee thereafter.
- 6) We _____ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on your part or any indulgence by you to the said Contractor or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.
- 7) We _____ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
- 10) The Bank has under its constitution power to give this guarantee and _____ Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs _____/- (Rupees _____ only)**
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____ (Name of the Bank)

GR Link: https://financedepartment.gujarat.gov.in/Documents/DMO_2419_11-Jan-2021_402.pdf

Annexure I.

Finance Department, Corrigendum No.: EMD/10/2021/7729/DMO

Date: 28/06/2021

A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

- ❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalapur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Saraswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank
- ❖ Yes Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.



(S. Chhakkhuak)
Additional Secretary (B)
Finance Department

-----XXXXX-----

Annexure –VI

Format for Periodic Reports to submit by bidder

- 1) Daily Dispatch Report of Stack wise Lifting**
- 2) IBM Returns relevant to period of dispatch from GMDC**
- 3) Statutory Registers (to maintain & provide as and when required by GMDC)**
- 4) Daily Dispatch Conditions report in order to monitor lifting schedule and in case of delay, to identify the attributes of delay to the bidder**

Annexure –VII

(As per Attached stack wise List)

Annexure – VIII

**Declaration Regarding awareness of Rules and Regulations
& Following Genuine Business Practices**

(On Letter head of the Contractor)

To,
The Managing Director.
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we are well aware of all the rules and regulation governing the sale of Bauxite in Gujarat & India, issued by Government from time to time, and we are abide by the said rules and regulation and we have also understood /interpreted the applicability of the same on the transaction under this e-Auction and its terms and conditions.

We further declare that, we will not raise any dispute / claim with respect to sale of Bauxite under this e-Auction at any point of time, on the ground of ignorance or non-awareness of applicable government laws, rules and regulations and its changes / amendments.

We assure GMDC Ltd to follow all rules and regulation governing the sale of Bauxite in Gujarat & India, issued by Government from time to time, and its changes / amendments, whether mentioned in the e-Auction document or not.

We also declare that, GMDC is indemnified in case of any dispute or misconduct arises out on our account of our actions / ignorance / misconduct during entire period of the transaction under e-Auction and any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

Date
Place

Annexure –IX

Declaration Regarding Site Visit & Sample Analysis

(On letter head of the Contractor)

To,
The Managing Director.
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad.

We _____ hereby certify that we have visited the site in respect of e-Auction No. _____ for Sale of NPG Bauxite & Bauxite Dust at Gadhsisha Group of Bauxite Mines, Kutch and Bhatia Mines, Devbhoomi Dwarka.

We have taken/not taken samples of material for which we are interested and have the analysis done / not done, based on which we are participating in the e-Auction.

We are principally agree with the estimated specification of the bauxite offered, and agree to follow the mechanism mentioned in e-Auction document for adjusting the applicable price based on quality analysis report at the commencement of dispatch of stack and dispute addressing mechanism also.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever other than quality issue, during entire period of the transaction under e-Auction.

(Signature & Stamp of the Bidder)

Date
Place

Annexure –X

Sample Price Bid (actual will be as per online format)
Stake Wise

Sr	Mine Name	Stack No.	Quantity in MT	Base Price	Quoted Price / Offer Price
		ABC123	5000	580	
		ABC124	2000	581	
		ABC125	1000	575	
		ABC126	3000	578	
		ABC127	4000	590	

*For representation only

Bidders shall enter their offer price in last column against the respective stack number in order to bid for the stack. Minimum 02 bids from different bidders are mandatory for auction for individual stack.