



Gujarat Mineral Development Corporation Limited

Bid Document For

**Sale of ROM Lignite from Bhavnagar Mines
through e-Auction**

e-Auction No. M&S/ Lignite/03/2023-24

**Marketing and Sales Department
Gujarat Mineral Development Corporation Limited
(A Govt. of Gujarat Enterprise)**

CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT
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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 E-Auction document.
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 E-Auction document.
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.

DEFINITIONS

“Base Price / Floor Price” means the minimum basic price fixed for particular bid 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 pro-rata quality parameters

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

1. Purpose of the Document

GMDC invites bids for the sale of ROM Lignite of Bhavnagar Mine through e-Auction conducted on M/s (n)Procure Private Limited. The details of the bidding process, specifications of the lignite and details of the mine are presented in this document.

2. About GMDC

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer company in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC's mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at NaniChher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Bhanvad, Bada, Varvada, Rojmal and Solar Power Plant of 5 MW at Panandhro Project.

3. Location of Mine

The lignite for e-Auction will be mined and lifted from the lignite Project, Bhavnagar.

Address: Surkha (North) Lignite Mine,
GMDC Ltd, Bhavnagar,
P.O. Malpar, Ta. Bhavnagar,
Gujarat, 364002

4. Specific Terms and Conditions

4.1 Eligibility

Any Buyer (viz. individual, partnership firm, companies etc.) based in Gujarat – having GST Registration of Gujarat or having lignite consuming unit located in Gujarat (shall submit proof) can participate in e- Auction for procurement of ROM Lignite. Documents required as per Clause 2(b) shall be submitted to GMDC.

4.2 Registration

a) Digital Key and Registration with nProcure (e-Auction M/s (n) Procure Ltd)

- a. 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 "M/s (n) Procure Ltd"). GMDC Ltd has appointed them to provide all services related to e-auction. Bidders may register themselves as per Annexure -II.

- b. 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 M/s (n) Procure Ltd are attached herewith as Annexure – II.
- c. 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

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:

nProcure 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**

304, GNFC Info tower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Airtel : +91-079-40007517, 40007512, 40007515
E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 7359021663

b) Documents Required (Form-A):

The interested bidders shall upload scanned documents of following self-certified copy on e-Auction portal (Online) and shall also submit hard copies of these documents physically at GMDC office or may send by registered post at the office address before last date for submission of documents.

1. Form-A
2. Self attested Copy of PAN Card (Company PAN Card where applicable)
3. Copy of GST Certificate
4. Registration Proof of Firm (as applicable)
5. Bid Security Amount @ Rs 350/- per MT via DD /NEFT / RTGS (as mentioned in relevant clause) physical copy shall be submitted at corporate office in sealed cover super scribed as “E-Auction for Sale of ROM Lignite from Bhavnagar Lignite Mines.” by 6 p.m. of last date for submission of documents.
6. Power of Attorney for the authorized person (As per Annexure-I)

7. Registered Bank Details (Please attached chandelled cheque)

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-I.

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

The physical copies (in addition to the submission online) of the documents shall be submitted at corporate office in sealed cover super scribed as "E-Auction for Sale of ROM Lignite from Bhavnagar Lignite Mines." by 6 p.m. of last date for submission of documents. The address is as under:

**General Manger (Marketing and Sales),
Gujarat Mineral Development GMDC,
132 Ft Ring Road, Near University Ground ,
Vastrapur, Ahmedabad -380052**

4.3 Bid Security Amount

All Buyers having been registered with (n)Procure (M/s (n) Procure Ltd) shall also have to furnish non-interest bearing Bid Security Amount, favouring GMDC, at the rate of Rs.350/- per MT, for their required quantity (Minimum 100 MT and multiple of 100 MT thereafter).

In order to participate in bidding for lots which required Bid Security Amount, the bidder is required to deposit Bid Security amount in advance to avoid any last- minute hiccup. GMDC shall not be responsible for any delay in crediting of the money in the bank account of GMDC Ltd due to any reason.

The bidder shall have to make payment by electronic transfer through RTGS/NEFT in GMDC's Bank Account No. 00062090000855 (IFSC Code- HDFC0000006) HDFC Bank, Navrangpura or in form of DD in favor of GMDC Ltd. payable at Ahmedabad.

Unused pre bid security amount shall be refunded to the bidder after the completion of e-auction on request being made by them.

4.4 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	09-Aug-23
2	Last Date for Receiving queries from bidders	21-Aug-23
3	Pre-Bid Meeting at 12:00 PM	23-Aug-23
4	Last Date for Download (up to 6 PM)	29-Aug-23
5	Last Date for Submission of online Bid Documents & Physical copy as per Form-A. (up to 6 PM)	29-Aug-23
6	Opening of Bids document online	31-Aug-23
7	Evaluation of Bids documents	01-Sep-23
8	Intimation & Confirmation for e-Auction to qualified bidders	04-Sep-23
9	e-Auction Date (Tentative)	05-Sep-23

- b) Pre-Bid Meeting will be conducted on 23-Aug-23 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 customer_care@gmdcltd.com. The last date for receiving queries for Pre-bid meeting is 21-Aug-23.
- c) After verification of the documents, eligibility shall be decided. GMDC will send the list of eligible bidders to (n)Procure 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 the tentative date of e-Auction without which bidders cannot participate in e-Auction. However, to avoid inconvenience, bidders are advised to complete the registration process in advance.
- e) The bidders are advised to get themselves acquainted and seek assistance of the e-Auction M/s (n) Procure Ltd- nProcure, before actual e-Auction with respect to system and infrastructure requirement in order to avoid inconvenience or system failure during e-Auction.
- f) Corrigendum:
Corrigendum if any shall be uploaded on www.gmdcltd.com and nprocure's website <https://www.nprocure.com> 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.
- g) No separate intimation in respect of corrigendum will be sent to bidder who down loaded the document from the website as information in this respect will not be available to GMDC.

- h) The e-Auction will be for dispatches through trucks arranged by the bidder only.

4.5 Inspection

Bidders/Customers will be permitted to inspect the ROM lignite at the mine face as per the schedule except on holidays, during the working Hours between 9.00 AM to 4.00 PM. For inspection of the ROM Lignite, interested customers may contact General Manager (Project), Lignite Project Bhavnagar.

4.6 Auction Methodology

A. Bidding Process:

- i. 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.
- ii. Before participating in e-Auction, bidders are to satisfy themselves with the quality of ROM Lignite being offered for sale. The Average Range of the specification of ROM Lignite offered for sale on "As recd. Basis" at GMDC's Laboratory is as under:-
 - Calorific Value (Kcal/kg) – 3000-3500.
 - Fixed Carbon – 15-25% approx.
 - Volatile Matter – 30-35%.
 - Ash Contents – 12-22%.
 - Moisture – 35-40%.
 - Sulphur – 03-04%

Note: The purchaser/ bidder/buyer shall have to satisfy themselves on inspection of the material as to the extent of quality, composition, etc. and make his/her offer accordingly. However, (n)Procure Ltd / GMDC Ltd, do not give any assurance or guarantee that the materials will adhere to specification.

- iii. Prospective Bidders are entitled to Bid for the quantity to the extent of amount of Bid Security, as applicable, which is available with the GMDC at the time of Bidding. The maximum quantity is subjected to a cap of 10000 MT.
- iv. The Bidders while Bidding shall quote their "Bid price" per tonne in Indian Rupee as base price for ROM Lignite price on Ex-Bhavnagar lignite mine basis, exclusive of other charges like **Royalty, DMF, NMET, GST, GST Compensation Cess, TCS**, any other charges as applicable at the time of delivery. At the time of lifting/delivery of the material, if there is any change in regard to **Royalty, DMF, NMET, GST, GST Compensation**

Cess, TCS, or any other statutory levy, the same will be charged extra to the successful bidder's account.

- v. The Bidder has to Bid for a price above the Floor price to secure consideration in the concerned e-Auction. The Floor price shall be kept the basic price lignite for highest category of customer of Bhavnagar Mines at time of e-auction.
- vi. The date, time and period of e-Auction as notified in advance including closing time on portal of (n)Procure Ltd or GMDC Website shall be adhered to but for the event of force majeure. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 3 minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.
- vii. The bidder shall offer their Bid Price (Per MT) in the increment of Rs.10/= (Rupees ten only) and in multiples of Rs.10/= (Ten only) during the normal e-Auction period and also during the extended period. The minimum quantity increment should be 100 MTs or multiples of 100 MT only.
- viii. While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the lowest and highest Bid prices of various allotted quantities at that point of time. The system will not allow a Bidder to Bid in excess of his entitled quantity as per the amount corresponding to bid security. However, the bidder may register improved bid at any point of time during the auction.
- ix. Following criteria would be adopted in deciding the successful Bidders:-
 - a. Precedence will be accorded to the highest Bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
 - b. If two or more Bidders Bid the same highest price, precedence for allotment will be accorded to the Bidder who has placed the Bid for the higher quantity.
 - c. In case two or more Bidders Bid the same price and the same quantity, precedence will be given to the Bidders who has accorded his Bid first with reference to time.

B. Bidding and Buying:

- a. All bids on the Site are a firm commitment to purchase. If the Bidder is the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and bid automatically accepted, the highest bidder 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.

- b. By bidding on an item the bidder agrees 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.
- c. Bidders are strongly advised not to test the auction process with false bids, as it will put Bidder 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 M/s (n) Procure Ltd.
- d. M/s (n) Procure Ltd as well as GMDCs' decision on the success or otherwise of a bid shall be final and binding. M/s (n) Procure Ltd 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.

4.7 Post e-Auction process:

1. Each successful Bidder will be intimated through e-mail / SMS by the M/s (n) Procure Ltd on the same date after the closure of e-Auction. However, it will be the responsibility of the Bidder to personally see and download the result displayed on website, on the same date after close of e-Auction.
2. The successful bidders after the e-Auction, will be required to deposit ROM Lignite value **(Basic Lignite Price +statutory duties and other levies)** with GMDC Ltd. strictly as per Clause 4.8 of the terms of payment.
3. Equivalent amount of Bid Security of successful bidder corresponding to successful bid quantity shall be converted into security deposit.
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.

4.8 Terms of Payment:

4.8.1 The ROM Lignite Value for the successful bid quantity to be deposited in advance by the successful bidders for the allotted quantity as per mentioned modality below:

- a) Minimum 30% Bid value for the successful bid quantity of ROM Lignite along with the applicable Royalty, GST, GST Compensation Cess etc. shall be deposited with GMDC Ltd within a period of 7(Seven) GMDC Ltd working days, after the issue of Sale Intimation Letter.

On receipt of such payment, GMDC Ltd shall issue a LOI/Sale Order to the successful bidders for the total allotted quantity. GMDC Ltd shall also issue a Delivery order for quantity in proportion to the amount deposited. LOI/Sale Order shall be treated as agreement / contract subsequent to e-Auction and always read with/in addition to terms and conditions of this e-Auction document.

The Bid security shall be forfeited by GMDC Ltd on non receipt of the minimum 30% ROM Lignite value within a period of 7(Seven) GMDC Ltd working day as above.

b) The balance 70% Bid value or as the case may be for the successful bid quantity of ROM Lignite along with the applicable Royalty, GST, GST Compensation Cess etc. shall be deposited in 02 installments of minimum 30% each to be deposited in such a manner that the last installment is deposited at least 15 days before the last date of lifting of lignite (if the last date is 30th April, the last installment should be deposited by 15th of April). On receipt of each installment payment, separate Delivery orders will be issued for the proportionate quantity only.

If the payment of these installments is not received by last date as above, the balance un-lifted qty. shall be treated as cancelled thereby attracting forfeiture of SD.

Note:- The Total quantity offered in this e-Auction will have to be lifted by the successful bidders on or before Last day.....(45 days from date of issue of LOI) else the SD @Rs.350.00 PMT along with Applicable GST for the un-lifted quantity would be forfeited including but not limited to any other action as may be taken by GMDC Ltd as per provisions of Clause 4.11.

4.8.2 Bid Security amount shall not be treated as an adjustment towards the ROM Lignite value, but would stand converted into a 'Security Deposit' for performance of the successful bidders towards completion of the said transaction.

4.8.3 The above security deposit (as converted from the Bid security amount) would be refunded to the successful bidder, after completion of lifting of ROM Lignite, after deducting for any loss or damages caused to GMDC's properties, while lifting the ROM Lignite. However, in the event of default in performance by the successful bidder, the provision of forfeiture of the 'Security Deposit' as stipulated, would be applicable and invoked by GMDC.

4.8.4 Mode of Payment for Delivery Orders:

The successful bidder shall have to make payment by electronic transfer through RTGS/NEFT in GMDC's Bank Account No. 00062090000855 (IFSC Code- HDFC0000006), HDFC Bank, Navrangpura.

4.9 Procedure of ROM Lignite Delivery

1. GMDC shall issue separate online Delivery Orders (DOs) to the successful bidders in terms of Clause 4.8 after realization of each payment. The challan issued by GMDC shall indicate destination.
2. The validity period to complete the lifting of the entire sale quantity ROM lignite by road shall be 45 days from the issue of LOI and/or issue date of first DO. ROM Lignite sold, but not lifted within the above specified period will become the property of GMDC and it has the right to sell the unlifted quantity in any manner as GMDC may deem fit without any notice.
3. It is the responsibility of the Successful Bidder-to take delivery of the ROM Lignite from the Mine Pit, strictly adhering to the provisions of Mines Act 1952 and the Rules, Regulations, orders and bye laws passed thereunder. All the applicable laws including the Environment Protection Act shall be abided by the bidder. The loading of the ROM Lignite into the trucks arranged by the Successful Bidders will be done by GMDC and transportation to the Successful Bidder premises shall be the sole responsibility of the buyer only and they shall not give any room for complaint of pollution, whatsoever.

4.10 Refund of Bid Security for Unsuccessful bidders

The bid security amount shall be refunded by GMDC to the unsuccessful bidders after the completion of e-auction on request being made by them.

4.11 Forfeiture of Bid Security Amount/Security Deposit

The Bid Security Amount/SD submitted by the successful Bidders will be liable for forfeiture in the following cases:-

- i. The Bid Security shall be forfeited by GMDC Ltd on non receipt of the minimum 30% ROM Lignite value within a period of 7(Seven) GMDC Ltd working days.
- ii. If the payment of installments as per clause 4.8.1 (b) is not received on the due dates, the balance un-lifted qty. shall be treated as cancelled thereby attracting forfeiture of SD.
- iii. If the successful bidders does not lift the booked quantity within the stipulated validity period, the proportionate Bid Security Amount /Security Deposit @ Rs.350/- per Tonne (as converted from the Bid Security amount) for the un-lifted quantity would be forfeited.

However no forfeiture of SD will be done if the successful bidder lifts at least 90% of the booked quantity. (Say, if the booked quantity is 100 MT and successful bidder lifts 90 MT then SD will not be forfeited. If he lifts only 80 MT then SD for un-lifted quantity of 20 MT, i.e $20 \times 350 = \text{Rs } 7000/-$ will be forfeited.)

- iv. If the Successful Bidder fails to lift the booked quantity within the stipulated period due to the reasons attributable to GMDC, then the SD for un-lifted quantity shall be refunded, on request made by the successful bidders.
- v. If the Successful Bidder cancels the order after booking, the Bid Security @ Rs.350/- per MT for the un-lifted quantity shall be forfeited for the cancelled order in similar manner as described in sub clause (iii) above.
- vi. In case of forfeiture of Bid Security, GST shall be deposited by the GMDC and bidder shall not be eligible to claim input tax credit on the GST amount. However, in case of forfeiture of Security deposit amount due to failure to perform obligations under the terms and conditions of this e-auction, the applicable GST shall be recovered from the bidder and the same shall be deposited by the GMDC.

4.12 Refund of ROM Lignite value

The value of un-lifted material, if any, shall be refunded after the completion of lifting against the booked quantity under e-auction. However, the said value of un-lifted quantity, after the expiry of the validity period, shall be refunded subject to the completion of required commercial formalities and also subject to forfeiture of SD, if any.

4.13 Royalty, Taxes, Duties and Compensation Cess

4.13.1 Royalty/GST/Compensation Cess/Tax collection at source or any other taxes/levies/ cess / additional amount as applicable at the time of delivery on the sale of materials covered under this e-Auction shall be borne by the successful bidders. Present Royalty is 6% of the basic price, NMET @ 2% on Royalty, DMFT @ 30% on Royalty, Compensation Cess is Rs.400/- per M.T., Tax Collection at Source (TCS) is 01% of the gross payment received and IGST @ 5.0% for inter-state supplies and CGST and SGST @ 2.5% each for intra-state supplies. TCS -1.0% on total sale value.

4.13.2 At the time of lifting/delivery of the material, if there is any change in regard to Royalty, DMFT, NMET, Compensation Cess, GST, T.C.S. or any other statutory levy, then the same will be charged extra to the Successful bidder's account.

4.13.3 The Bidders should give their bids exclusive of Royalty, All Statutory Charges, Duties, Taxes and any other levies. Such Royalty, Statutory Charges, Duties, Taxes and any other levies as applicable, will have to be paid over and above the quoted rate.

4.13.4 GMDC Ltd. reserves the right to review and change the basic selling price of the successful bidders during validity period of e-auction. In such case, the consent of the successful bidder shall be sought for the changed price. However, there shall not be any forfeiture of Security Deposit on the balance un-lifted quantity if the changed price is not accepted by the successful bidder and the lifted quantity completed prior to changed price shall be treated as final.

5. General Terms and Conditions

5.1 The ROM Lignite procured under e-Auction is for use within the country and not for Export.

5.2 All terms and conditions of Scheme are subject to force majeure conditions as applicable.

5.3 Bidders must always ensure to keep their email address valid. In any case Bidders cannot be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from M/s (n) Procure Ltd/GMDC

5.4 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-Auction floor by clicking the "Bid" button

5.5 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 M/s (n) Procure Ltd/ GMDC in this regard.

5.6 The decision of the Competent Authority of GMDC in matters related to this e-Auction shall be final and binding on the bidders.

5.7 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of ROM Lignite etc.

5.8 Notwithstanding anything contained in the auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale of the ROM Lignite is Ex Bhavnagar Mine Face/ surface stockyard on as is where is and no complaint basis only. GMDC do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or quality/ specification. The bidder shall have to

satisfy himself on inspection of the ROM lignite at the mine face as to what they contain and make his/her offer accordingly. No plea of misunderstanding or ignorance of conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of "CAVEAT EMPTOR" (let the buyer be aware) will apply.

- 5.9** There will not be any joint/ third party sampling facility extended to any Successful bidder. Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of ROM Lignite shall not be acceptable.
- 5.10** GMDC reserves the right to cancel the sale of ROM Lignite 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 on that count.
- 5.11** GMDC/M/s (n) Procure Ltd reserves their rights to amend/modify/reject the auction deal in full/part and reserves the right to further modify/amend 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 on that count.
- 5.12** Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- 5.13** GMDC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers shortened hours, act of GOD or other causes or other contingencies whatsoever. In eventuality of such events, the contract shall be governed by the provisions of Force Majeure contained in the present document.
- 5.14 CONDUCT DURING DELIVERY:** Successful bidder shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers within GMDC's premises. If any damage caused to GMDC's property, the Successful bidder is responsible to make good such damage to the satisfaction of GMDC, and the decision of GMDC Limited, in this regard shall be final and binding.
- 5.15 STATUTORY AND SAFETY CONDITIONS:** Before commencement of delivery operations, the Successful bidder shall take insurance for the workers under his control, which will not only cover fatal accidents, but also injuries, which may or may not result in partial or permanent disablement. The copy of cover note for insurance shall be submitted in the GMDCL's office.
- 5.16 COMPLIANCE WITH LABOUR LAW AND SAFETY RULES:** During the delivery period, the workers employed by the Successful bidder within the mines premises will be governed by the Labour Laws and Rules, Mine Act 1952, Provision of EPF Act 1951 and GMDC's Security and Safety Rules as applicable.

- 5.17 ACCIDENTS ETC. TO Successful bidder LABOURER / TRANSPORTING MANPOWER:** GMDC will not at any point of time be responsible for any injuries caused to the workers engaged by the Successful bidder due to accident within the Bhavnagar Lignite Project premises or at the place of work and the bidder/buyer/purchaser will make transport facility to the accident victims to the hospital and give proper arrangement for medical attention and treatment to his labourers and their representative. The Successful bidder will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of employment under any statute. It is the responsibility of the bidder/buyer/purchaser to provide necessary safety appliances like hand gloves, helmet, boots etc to the labourers who are engaged for handling of the goods.
- 5.18** During delivery, if any of the labourers are found not wearing the proper safety appliances; they will not be permitted to carry out the delivery works and will be sent out of Bhavnagar Lignite Project premises. GMDC reserves its right to stop the delivery work, if it is carried out in an unsafe manner.
- 5.19** The entry pass for the men and material has to be obtained from the General Manager, Bhavnagar Mine, GMDC or his authorised officer.
- 5.20** The Successful bidder shall observe all statutory and safety measures. The provisions of Mines Act 1952 and the rules, Regulations and orders made there under shall be strictly followed. Further the suggestions/ instructions given by the Mine Manager/Safety Officer/ Assistant Managers or other officials of Bhavnagar/GMDC shall be scrupulously followed. All the labours engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc. without which the entry is prohibited. The Successful bidder has to make his own arrangements for accommodation and canteen facilities for his workers.
- 5.21 BLACKLISTING:** If it is found that the Successful bidder is not following the terms and conditions of payment/delivery or other conditions of the auction and also indulging in any malpractices either himself or by his agents, deputies or observer, necessary action will be taken as deem fit by GMDC including but not limited to blacklisting of such bidder/buyer/purchaser
- 5.22** No interest will be paid to the purchaser/bidder/buyer on the amount paid or deposited by him and on the amount refundable to him if any.
- 5.23** ROM Lignite in the lot is sold on "as is where is and no complaint basis" from the surface stock yard/ mine faces only. No claim whatsoever shall be entertained on account of loss of weight due to moisture or on quality grounds for the lignite loaded from the stock yard/ faces. The lignite from mine faces or shifted to the stock yard shall be loaded into the trucks of the Successful bidder by the contractor and the weight taken after loading from the stock

yard/ mine faces shall be treated as final for the purpose of billing. No guarantee is given as regards to sizes, quality and/or weight.

- 5.24** Removal, loading and transportation of ROM Lignite will be allowed with the specific permission obtained from GMDC's officers authorised by Project Head/ Bhavnagar Mine/GMDC. The safety precautions and procedures shall be stringently followed by the buyer.
- 5.25** The Successful bidder shall report trucks for loading on date and time in coordination with the Project Authority. GMDC may change the delivery time of material depending upon the site conditions. No Delivery of material will be given on holidays observed by GMDC, in general. The delivery may be done on holidays with prior information. The Successful bidder should intimate in writing in advance as to when vehicle will come for taking out the materials. The Lorries authorised by the officer-in-charge of Lignite Sales / Bhavnagar Lignite Project alone will be permitted inside the Mine area for loading of the materials. For the entry of vehicles in the Mine area, which is covered in the project area, the statutory obligations like valid driving license, road tax details, brake check up clearance, etc. shall be submitted to the officer authorized by the Project Head/Bhavnagar Mine, GMDC and their permission is to be obtained. If the Successful bidder comes without prior written intimation and permission as above, the GMDC Ltd has got the right to return the vehicle without loading and Successful bidder cannot claim for any loss towards the same. The loaded lorries shall be permitted to move out of the Mine area, after issue of the Delivery Challan-cum-Gate Pass/Invoice duly signed by the officer authorized by Project Head Bhavnagar Mine/GMDC as well as the Security personnel. After loading lignite, if the gross weight is found more than the permitted weight, the vehicle will be sent back for unloading the excess quantity to Stock Yard. If it is less, the vehicle can go for reloading the balance quantity. The spillage lignite from the Truck near the weigh bridges or any other places not earmarked by project authority for loading / unloading / vadh-ghat shall be cleared by the Successful bidder then and there. The empty trucks shall also be fully cleared by the buyer before taking weight; otherwise it will not be permitted for tare weight.
- 5.26** The material will be delivered only to the successful bidder. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the Successful bidder shall produce suitable power of attorney or authorization letter duly attested by a notary publicly authorizing his representative or agent to lift the materials from GMDC Ltd premises.
- 5.27** Employees of GMDC Ltd /M/s (n) Procure Ltd are not eligible to participate or to represent on any ones behalf in the e-Auction.
- 5.28** Picking the material at random is not allowed. Lifting should be done as a whole without choosing and picking. Only the specified area/mine face

identified by the GMDC official will be allowed for lifting. In any case working of the Excavators at the mine face should not be disturbed.

- 5.29** The entire area for this delivery work is under the control of security personnel. The Successful bidder and their authorized person's movement are restricted strictly within the delivery area only. If they are found roaming in other areas of Bhavnagar Lignite Project, severe action will be taken not only against them, but, also on the successful bidders/buyers for trespassing.
- 5.30** GMDC will not be liable for any claim and Successful bidder shall keep GMDC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or other.
- 5.31** In case, the Successful bidder commits any mistake of whatsoever nature due to any reason while bidding during the e-Auction process, no relaxation of any sort shall be entertained by GMDC and action as per terms & conditions of this e-Auction to forfeit the pre-bid Security @ Rs.350.00 PMT for the unlifted quantity in part/full shall invariably be made as the case may be.
- 5.32 REVISION OF BID PRICE (PAYABLE PRICE) IN CASE OF REVISION IN NOTIFIED PRICE OF BID GRADE LIGNITE. :**

In case there is revision in basic price of lignite by GMDC, after the auction, the bid price shall be increased or decreased in the same proportion as the percentage increase or decrease over the pre-revised basic price of lignite (of the highest grade and category for the mine for which auction has been done).

In case there is increase in the basic price by GMDC, the successful bidder shall be required to deposit the differential amount within the time notified by GMDC, for the balance quantity pending to be delivered as on the effective date of revision. In case of non-receipt of the additional amount from the Bidder, the quantity to be dispatched shall be reduced to the extent of dues and Bid Security shall be forfeited towards such reduced quantity. In case of decrease in the basic price by GMDC, the differential amount shall be refunded for the balance quantity to be delivered to successful bidder shall be refunded after completion of the bid period.

- 5.33 TERMINATION/ BREACH OF CONTRACT:** In the event of Successful bidder failure to fulfill any of the contractual obligations including non-lifting of the contracted materials under the agreement, the decision, of whatsoever in nature, taken by GMDC/M/s (n) Procure Ltd shall be final and binding on the successful bidder.

GMDC/M/s (n) Procure Ltd shall have the full liberty to do any or all of the following :- Cancel the contract with immediate effect for the materials under the contract not taken delivery by the successful bidder as on that date, in

which case the Pre-Bid Security/Security Deposit and Bid Security along with the balance payment (if paid, any), will stand forfeited.

- 5.34** GMDC/M/s (n) Procure Ltd shall have the right to issue addendum to the e-Auction document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to e-Auction.
- 5.35** The bidder shall have no right to issue addendum to e-Auction document to clarify, amend, modify, supplement or delete any of the conditions or items stated therein.
- 5.36** **ARBITRATION:** All questions, disputes, differences whatsoever which may at any time arises between the parties to this e-Auction and subsequent contract in connection with the e-Auction and subsequent contract or any matter arising out of or in relation thereto shall be referred to the Sole Arbitrator as per the provisions of Arbitration & Conciliation Act 1996 and subsequent amendment thereto and the venue of the arbitration proceedings shall be at Ahmedabad only. The language of arbitration shall be English only.
- 5.37** **JURISDICTION:** Matter relating to any dispute and differences arising out of this e-auction process and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only.
- 5.38** In case of any difficulty arises in performing this contracts as per the conditions stipulated therein by any successful bidder, the successful bidder may 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.
- 5.39** **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.

5.40 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.

5.41 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.

5.42 FORECLOSURE : If at any time after acceptance of the offer the GMDC shall decide to abandon or foreclose 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, GMDC 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. In case of foreclosure of contract, the SD or any other amount lying with GMDC shall be refunded to the successful bidder after completing necessary commercial formalities.

Annexures

FORM-A (For All Interested Bidders)

1	Name of Organization	
2	Type of Organization	Sole Proprietorship / Partnership / Private /Public Limited Company / Others If others please specify.....
3	Business Activity	Trading/ Stockiest/retailer / Broker / End user
4	Registered Address	City. Dist. State PIN Code.
5	Authorized Signatory's Details (Power of Attorney to be attached in case of company)	
	Name	
	Designation	
	E Mail ID	
	Mobile No	
6	PAN No. (attach self attested copy)	
7	GST No. (attach self attested copy)	
8	MSME/ Non- MSME	If yes attach Udyam Certificate
9	Quantity of lignite Required through e-Auction from GMDC (in MT)	
10	Bid Security Amount for e-Auction (In INR)	
11	Details of Bid Security Deposited by DD or by NEFT/RTGS	
12	NEFT/RTGS Successful Payment ID	
13	Registered Bank Details (Please attached chandelled cheque)	Bank Name: Bank Account No. : IFSC Code : Branch Address:
14	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

DECLARATION

1. We are well aware of all the rules and regulation governing the sale of Lignite 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.
2. We will not raise any dispute / claim with respect to sale Lignite 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.
3. We assure GMDC Ltd to follow all rules and regulation governing the sale of Lignite in Gujarat & India, issued by Government from time to time, and its changes / amendments, whether mentioned in the e-Auction document or not.
4. 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.
5. We hereby declare that we have visited the site in respect of e-Auction.
6. 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.
7. We are principally agree with the quality of lignite, and agree to follow the mechanism mentioned in e-Auction document for dispute addressing mechanism.
8. 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.
9. The documents submitted by us in respect of present e-Auction are genuine in nature. It is found at any point of time that our documents are not genuine then in that case GMDC will cancel the auctioned quantity of lignite allocated to us, Security deposit deposited by us will be forfeited and/or any action as deemed fit by GMDC may be taken against us.

Signature with Stamp

Requirements for different types of organizations are:

Sl No	Type of Organization	Requirements
1	Individual	<ol style="list-style-type: none">1. Documents to be signed by individual2. Self attested copy of PAN card of individual
2	Sole Proprietorship	<ol style="list-style-type: none">1. Documents to be signed by Proprietor2. Self attested copy of PAN card of Proprietor
3	Partnership	<ol style="list-style-type: none">1. Certified Copy of Partnership Deed2. Documents to be signed by a Partner, on the basis of resolution signed by all other Partners3. Self attested copy of PAN card of Partnership Firm
4	Company	<ol style="list-style-type: none">1. Memorandum & Article of Association2. Certificate of Incorporation3. Form 32/ DIR 12 for all directors4. Documents to be signed by a Director on the basis of a resolution of BOD5. Self attested copy of PAN Card of the Company6. Board Resolution Letter

[On duly notarized Rs. 300 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 Lignite, in response to the e-Auction Document, dated [dd/mm/yyyy] issued by Gujarat Mineral Development Corporation Limited, including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Gujarat Mineral Development Corporation Limited, representing us in all matters before the Gujarat Mineral Development Corporation Limited, and generally dealing with the Gujarat Mineral Development Corporation Limited in all matters in connection with or relating to or arising out of our bid for the e-Auction for lignite 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]

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

304, GNFC Info tower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Landline

Airtel : +91-079-40007517, 40007512, 40007515

E-mail : nprocure@ncode.in

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

.....

BANK GUARANTEE FOR BID SECURITY(SD)

Name of the Bank :
Address :
Guarantee No :
Name of the Contractor : M/s _____
Date of Expiry :
Limit to liability : Rs _____/- (Rupees _____
only)
Ref: E-Auction document bearing No. _____

Subject: Bank Guarantee towards Security Deposit.

Date.....20

To

General Manger (Marketing and Sales),
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.

Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

Gujarat Mineral Development Corporation Limited (GMDC)
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.
Bank Name: ICICI Bank Ltd
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037 MT760

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 E-Auction document _____ . **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)

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(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, 2024. 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.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

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


(S. Chhakchhuak)

Additional Secretary (Budget)

Finance Department

-----XXXXX-----

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

Sr	Mine Name	Quantity in MT	Base Price	Quoted Price / Offer Price
1.	Bhavnagar Lignite Mines	10000	2710	

*For representation only

Bidders shall enter their offer price in last column in order to bid. Minimum 02 bids from different bidders are mandatory for auction.