



Gujarat Mineral Development Corporation Limited

Lignite Auction Policy

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

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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 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 as per the agreed bid price considering the variations whenever

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

1. Purpose of the Document

GMDC is planning for the sale of ROM Lignite of from its various 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 Mines

The lignite for e-Auction will be mined and lifted from the lignite Project, Mata-No Madh.

Address: Mata-No-Madh Lignite Mine,
GMDC Ltd, Mata-No-Madh,
P.O. Ravapar, Ta. Nakhtrana,
Dist. Kutch (Gujarat)-370625

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

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

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

Address: Umarsar Lignite Mine,
GMDC Ltd, Umarsar,
P.O. Gaduli, Ta. Lakhpat,
Dist. Kutch (Gujarat)- 370627

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

Address: Tadkeshwar Lignite Mine,
GMDC Ltd, Tadkeshwar,
P.O. Tadkeshwar, Ta. Mandvi,
Dist. Surat (Gujarat)- 394170

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

Address: Rajpardi Lignite Mine,
GMDC Ltd, Rajpardi,
P.O. Rajpardi, Ta. Jhagadia,
Dist. Bharuch (Gujarat)-393115

4. Specific Terms and Conditions

4.1 Eligibility

Any Buyer (viz. individual, partnership firm, companies etc.) based in India- having GST Registration 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 (One time only)

E-Auction shall be held on nProcure e-Auction Portal:

<https://e-auction.nprocure.com/>

Detailed procedure to register and participate in e-Auction Portal is as hereunder:

Step-1:

HOME PAGE: "SIGN IN" for existing users & "REGISTER" for new Bidders.

STEP 2(Login):

Bidders register in e-Auction portal (OTP) base login and select the department.

LOGIN PAGE: Bidders need to enter Username, Password and select For Bidder-OTP to login.

Bidder can upload documents at the time of registration as per the product selection of: Lignite

After Registration GMDC shall approve the Bidders and if required will ask for the pending details.

STEP 3 (Pay EMD):

Bidder shall select the active e-Auction to proceeds for further participation. Pay Auction fee and EMD online for participating in auction (Before due date & time) and fill up the all-necessary details and submit, EMD collection online in escrow account.

EMD will be collected one time only. Bidder can make EMD payment single time only per auction.

Bidder having option to enter Purchase Qty at the time of EMD payment. Based on that actual EMD Amount will be calculated.

STEP 4:

On success of payment bidder able to upload technical documents as per departments requirement (Before due date & time).

STEP 5:

Qualify bidders participating in live auction.

STEP 6:

Auction start with the base price as per the Notice of e-Auction

STEP 7: EMD Refund

EMD of successful and partly successful bidder shall be transferred to GMDC and refund will be processed by GMDC manually. However, refund of unsuccessful bidders shall be processed through e-auction portal only.

All interested bidders shall get themselves registered with GMDC Department 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

Documents Required (Form-A): (one time)

As a part of One Time Registration to participate in e-Auction, the interested bidders shall upload scanned documents of following self-certified copy on e-Auction portal (Online) prior to apply for e-Auction.

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. Power of Attorney for the authorized person (As per Annexure-I)
6. Registered Bank Details (Please attached cancelled 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

4.3 Bid Security Amount/EMD

All Buyers having been registered with (n) Procure (M/s (n) Procure Ltd) shall also have to furnish non-interest-bearing Bid Security/EMD Amount, favoring GMDC, at the rate of 5% of the base price per MT, for their required quantity (Minimum 100 MT and multiple of 100 MT thereafter).

To participate in bidding for lots which required Bid Security Amount/EMD, EMD shall be paid online in escrow account for participating in auction (Before due date & time) and shall fill up the all-necessary details.

EMD will be collected one time only. Bidder can make EMD payment single time only per auction.

Bidder having option to enter Purchase Quantity at the time of EMD payment. Based on that actual EMD Amount will be calculated.

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 the Auction Notice published by GMDC from time to time.
- b) After verification of the documents, eligibility shall be decided. GMDC shall verify the successfully submitted bidders' documents and will approve the bidders for Final Auction. The whole procedure will be online, and bidders shall be notified on Auction Portal and their registered e-mail.

- c) The bidders are advised to get themselves acquainted and seek assistance of the e-Auction M/s (n) Procure Ltd- n Procure, before actual e-Auction with respect to system and infrastructure requirement to avoid inconvenience or system failure during e-Auction.

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), of respective Projects.

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. The average quality of lignite offered vide this auction as analyzed at GMDC's laboratory will be published with the Auctions schedule for the reference purpose. However, bidders are to satisfy themselves with the quality of ROM Lignite being offered for sale before participating in e-Auction.

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 subject to the limit of Total Auction Quantity.
- iv. The Bidders while Bidding shall quote their "Bid price" per tonne in Indian Rupee as Basic price for ROM Lignite price on Ex-Mines Face/Surface 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 regarding 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 must 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 Large-2 customer 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. Auction shall be initially held for a period of 30 minutes. 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 during the extended period. The minimum quantity increment should be 100 MTs or multiples of 100 MT only.
- viii. The system will not allow a Bidder to Bid more than 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) if 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:

- i. 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.
- ii. 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.
- iii. 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.

- iv. 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:

- i. 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.
- ii. The successful bidders after the e-Auction will be required to book the Lignite quantity with GMDC Ltd. strictly as per Clause 4.8.
- iii. Equivalent amount of Bid Security of successful bidder corresponding to successful bid quantity shall be converted into Security Deposit (SD).
- iv. For the Booking Purpose, One-time permanent User ID shall be created for the Successful Bidder having already registered with GMDC, Successful Bidders who are not already registered will be registered and User ID will also be created.

4.8 Terms of Allotment, Payment, Booking and Dispatch:

- 4.8.1** Successful Bidder shall be allotted their bided quantity within 1 working day of the date of e-Auction. The Allocated quantity may be revised in a multiple truck capacity to enable the successful bidder to lift the maximum of the bided quantity.
- 4.8.2** Successful Bidder shall have to lift the bided quantity within 30 days of the date of e-Auction if the bided quantity is less than 10,000MT. If the Bided quantity is above 10,000MT then last date will be extended by further 30 days.
- 4.8.3** Successful Bidder shall have to Book Minimum 30% of the bided quantity within 7 working days, after the date of e-Auction. The Booking Process will entirely be online, and it will be Successful Bidder's responsibility to book the quantity within the stipulated time limit.
- 4.8.4** In case Successful Bidder fails to book Minimum 30% of the bided quantity within a period of 7(Seven) working day as above, The Bid security shall be forfeited.
- 4.8.5** Remaining 70% of the Bided Quantity shall be booked before the 15 days of the last day of the lifting. (if the last date is 30th April, the last installment should be deposited by 15th of April).

4.8.6 If the successful bidder fails to book the quantity by last date as above, the balance un-booked quantity shall be treated as cancelled thereby attracting forfeiture of SD.

Note: - The Total Bided quantity in the e-Auction will have to be lifted by the successful bidders on or before Last day, else the SD @5% per MT of the basic price 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.

4.8.7 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.

4.8.8 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.

4.9 Procedure of ROM Lignite Delivery

- i. Upon online payment of DO, an online Delivery Order (DO) along with the delivery schedule will be created.
- ii. The successful bidder shall make its arrangement for dispatches through trucks only.
- iii. The validity period to complete the lifting of the entire sale quantity ROM lignite by road shall be 30 days from the date of e-Auction of quantity less than 10,000MT and the limit will be 60 days for quantity more than 10,000MT. 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 un-lifted quantity in any manner as GMDC may deem fit without any notice.
- iv. 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 there under. 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 Bidder 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

EMD of successful and partly successful bidder shall be transferred to GMDC and refund will be processed by GMDC manually on request being made by them. However, refund of unsuccessful bidders shall be processed through e-auction portal only.

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, if the successful bidder fails to book minimum 30% ROM Lignite value within a period of 7(Seven) working days.
- ii. If the successful bidder fails to book the quantity before the due dates, the balance un-booked quantity shall be treated as cancelled thereby attracting forfeiture of SD.
- iii. If the successful bidders do not lift the booked quantity within the stipulated validity period, the proportionate Bid Security Amount /Security Deposit (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 will be forfeiture). For the sake of calculation, if the left-over quantity is less than the minimum truck capacity (19MT) then SD will not be forfeit.
- 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 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, any such refund against the un-lifted quantity, after the expiry of the validity period, shall be refunded subject to the completion of required commercial formalities and 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, DMF @ 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 regarding Royalty, DMF, 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 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 after 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 labors 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 mine's 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 Mine premises or at the place of work and the bidder will make transport facility to the accident victims to the hospital and give proper arrangement for medical attention and treatment to his labors and their representative. The Successful bidder will be solely responsible for any claim arising out of the employment, injuries to labors in the course of employment under any statute. It is the responsibility of the bidder to provide necessary safety appliances like hand gloves, helmet, boots etc. to the labors who are engaged for handling of the goods.
- 5.18** During delivery, if any of the labors 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 Mine 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 must be obtained from the General Manager, of respective Mine, GMDC or his authorized 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 GMDC shall be scrupulously followed. All the labors engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc. without which the entry is prohibited. The Successful bidder must 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 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 authorized by Project Head Mine/GMDC. The safety precautions and procedures shall be stringently followed by the Successful Bidder.
- 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 authorized by the officer-in-charge of Lignite Sales / 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 checkup clearance, etc. shall be submitted to the officer authorized by the Project Head 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/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 one's behalf in the e-Auction.
- 5.28** Picking the material at random is not allowed. Lifting should be done 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 Mine, 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 for the un-lifted 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 revised in the same proportion as per the revision in the basic selling price of Lignite (of the highest grade and category for the mine for which auction has been done).

The successful bidder shall be required to deposit the differential amount within the time notified 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.

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 contract 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:

- i. 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.

- ii. 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.
- iii. 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.	
7	GST No.	
13	Registered Bank Details (Please attached cancelled 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 abiding 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 agreeing 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:

Sr No	Type of Organization	Requirements
1	Individual	1. Documents to be signed by individual 2. Self-attested copy of PAN card of individual
2	Sole Proprietorship	1. Documents to be signed by Proprietor 2. Self-attested copy of PAN card of Proprietor
3	Partnership	1. Certified Copy of Partnership Deed 2. Documents to be signed by a Partner, based on resolution signed by all other Partners 3. Self-attested copy of PAN card of Partnership Firm
4	Company	1. Memorandum & Article of Association 2. Certificate of Incorporation 3. Form 32/ DIR 12 for all directors 4. Documents to be signed by a director based on a resolution of BOD 5. Self-attested copy of PAN Card of the Company 6. Board Resolution Letter

Annexure-I (Format)

[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 if 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 -II

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	2510	

*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.