

Self Declaration by Applicant (Unit)

I, _____, am the Proprietor/Managing Director/ Director of Ms _____
and manufacture _____.

1. I / We confirm that the information furnished by me / us in this registration form is true and correct to the best of my / our knowledge and belief and no material facts have been concealed by me / us. I / We understand that my/ our registration is liable to be cancelled in the event the information furnished by me/us is found to be untrue /in correct and would result in the forfeiture of the registration/processing fees.
2. I further declare that the Lignite quantity allotted by Gujarat Mineral Development Corporation Ltd. will be used only as a raw material, i.e fuel for manufacturing process and in no other manner. We shall not misuse the scarce raw material released by the concerned authority for any other purpose.
3. I further declare to extend all cooperation to the Inspection teams including any third party empanelled by GMDC Ltd. as and when required and provide full details of production receipt of Lignite , consumption/ utilization of Lignite and the balance quantity of Lignite and any other detail sought by the Inspection team.
4. I hereby accept that if any misuse is detected by the Inspection Team of GMDC, I shall be liable for penal action as per the rules / norms in vogue including but not limited to blacklisting for permanent allotment of Lignite , which may make me and / or our unit ineligible for any further allotments of the scarce raw material in the future.
5. Further I / We hereby instruct and authorize GMDC Ltd. to issue me / us the User-ID and Password to access the services of GMDC Ltd. I / We agree that I / We shall change the password on receipt by me / us and keep it confidential. I / We agree that GMDC Ltd shall not be held responsible in any way for any losses that may be suffered by me/ us as a result of disclosure of the password to any other person. Alternatively, if Digital Signature based authentication is required to access the portal, I/ we will be responsible for confidentiality of the same and GMDC Ltd shall not be held responsible in any way for any losses that may be suffered by me/ us as a result of misuse of Digital Key.
6. I / We understand that my/our inability to participate in any event due to disruption of my / our internet services, or due to bandwidth problems with my / our local Internet service providers are beyond the control of GMDC Ltd.
7. I / We understand that GMDC Ltd expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, good-will or anticipated savings, which may arise in respect of the services.
8. I / We agree and undertake to ensure that the safety, security, data integrity service or any other facts /information is not compromised with anyone else.
9. I / We confirm to abide to norms and information as displayed on GMDC Ltd website i.e. www.gmdcltd.com, regarding the Lignite supply.
10. In case of default, GMDC reserves the right to cancel our registration and we shall be bound to pay difference in the amount of actual GST and any other Taxes applicable along with penalty which appropriate authority may decide.
11. We are submitting application form for purchase of Lignite for our Captive use only. All information furnished by us in respect of fulfillment of Lignite purchase registration under this application form is complete, correct and true. All documents / credentials submitted along with this application form are genuine, authentic, true and valid. If any information and / or document submitted is found to be false / incorrect at any time, GMDC may cancel my / our registration and take necessary action as deemed fit, including cancelation of registration and banning / de-listing of our firms and all it's partners from any future transaction with GMDC.
12. In case of any liability whatsoever arising of aforesaid purchase of Lignite by us directly or through our representative.
13. I / We understand that GMDC Ltd may terminate my/ our registration at any time by serving a notice in writing or through e-mail to me / us without assigning any reasons. I / We understand that the termination of my/ our registration shall not absolve me/us of our existing obligations to GMDC Ltd, and such obligations shall survive the termination of registration till final discharge.
14. I / We undertake to immediately, within 30 days from the date of termination notice, pay and settle all outstanding debts and dues in full to GMDC Ltd as well as honor and complete all outstanding transactions and effect the sale and for purchase of products and for services made on or through GMDC Ltd.

15. I / We agree to resolve all disputes with GMDC Ltd amicably failing which the disputes shall be referred to arbitration consisting of a sole arbitrator to be appointed by the Managing Director of GMDC Ltd The Arbitral proceedings shall be conducted in English language and in accordance with the Arbitration & Conciliation Act, 1996 and any amendment made thereto up to date. Each Party shall bear their respective expenses and cost of arbitral proceedings. The award of the arbitrator shall be final and binding upon the parties.

16.I / We understand and agree that GMDC Ltd makes no warranty, representation or promise not expressly set forth in this agreement. GMDC disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement, except as expressly set forth herein. GMDC Ltd makes no warranty with respect to any software, product, configuration or system tested, analysed or reviewed by GMDC Ltd and does not warrant that they are without defect or error, except as expressly set forth herein, the results, data, performance, and information reported or disclosed by GMDC Ltd in connection with the services or this agreement are not warranted and client bears all risks of reliance thereon, GMDC Ltd does not warrant that any results, data, performance or information can be reproduced, repeated or verified (i.e.. they may vary). Except as expressly set forth herein, the methodologies, equipment, software, practices, procedures and technology used by GMDC Ltd in connection with the services are not warranted and except as expressly set forth herein there shall be no claim against GMDC Ltd based on any of the foregoing or any alleged or actual inadequacy malfunction, defect, or incompleteness of or in the foregoing.

17. Matter relating to any dispute or differences arising out of the present Self Declaration or subsequent contract shall have exclusive jurisdiction of Courts at Ahemdabad only.

18. I/ We agree to the provisions of Indian laws as may be applicable from time to time.

Date:

Place:



Signature of Authorized Signatory (With Stamp)

The names and specimen signatures of **MD/CEO/Director/Partner/ Proprietor and authorized persons are as under:**

<u>MD/CEO/Director/Partner/ Proprietor</u>	<u>Authorized Person - 1</u>	<u>Authorized Person - 2</u>
<u>Name</u>	<u>Name</u>	<u>Name</u>
<u>Signature</u>	<u>Signature</u>	<u>Signature</u>
<u>Office Seal</u>	<u>Office Seal</u>	<u>Office Seal</u>