

REQUEST FOR BID

FOR

Mid CV, Low Ash Australian 5500 NAR Coal

*Mjunction will be conducting e-selling through its proprietary tool for JSW steel Limited for selling aforesaid **Mid CV, Low Ash Australian 5500 NAR Coal** on High Seas Sale basis.*

The Seller agrees to sell, and the Buyer agrees to buy the under mentioned goods as per the terms and conditions stated below:

1.	Commodity	Mid CV, Low Ash Australian 5500 NAR Coal
2.	Quantity (+/- 10%)	75,000 metric tons (maximum two port discharge option can be availed for part) quantities) to arrive at any Indian Port depending upon the Buyers option – Tentative Arrival, Indian Discharge Port- Mid August 2022 Buyer to bid for Minimum 4 Rakes (16,000 MT +/-10%) & Bid Multiple of 1 Rake wherein 1 Rake = 4,000 MTs
3.	Contracting Party	JSW steel Limited or any of its group or parent companies
4.	Pricing:	INR 20,000/- per MT On high Seas Sale basis. Delivery terms shall be HSS/CIF/CFR to Any Ports in India basis depending upon buyer's option as per INCOTERMS
5.	Coal Grade	Mid CV, Low Ash Australian 5500 NAR Coal
6.	Delivery	To arrive at any Indian Port depending upon the Buyers option – Tentative Arrival, Indian Discharge Port- Mid August 2022
7.	Load Port Laycan	6-15 July 2022
8.	Discharge port Laycan	6-15 July 2022 Tentative Arrival, Indian Discharge Port- Mid August 2022
9.	Port of Discharge	any Indian Port depending upon the Buyers option (maximum two port discharge option can be availed for part quantities)
10.	Price basis	1) Bidders to bid only in Fixed price in INR per MT on High Seas Sale basis. 2) Bids shall be for HSS/CIF/CFR any India Port basis (maximum two port discharge option can be availed for part quantities). Buyers to mention preferential port of discharge before the auction event 3) Demurrage to be as per the charter party of the performing vessel (dem rate : \$ 27,022 pdpr) 4) INCO terms 2020 to apply
11.	Freight (for CIF shipments)	Bids shall include delivery in HSS/CIF/CFR basis as per INCOTERMS 2020 on high seas sale basis. Marine insurance shall be on seller's account.
12.	Payment	100% payment in advance through TT after against exchange of following documents a) High Seas Sale agreement b) High seas sale invoice c) Load port COA & weight certificate To be paid within 3 working days of auction and in any case before 13 th of July'22. In case of non-receipt of payment in seller's account by 13 th of July'22 the sale will be cancelled.

		RFB Reference No: MJ/JSW/ Mid CV, Low Ash Australian 5500 NAR Coal /001	Date: 6-15 July 2022
13.	Validity of Offer	Buyer's Offer shall be valid till online negotiations are concluded or 2 business days from the date of offer, Whichever later.	
14.	Terms of Contract	It is clarified that this process is a call for bids and would in no way constitute a legally binding agreement. The chosen bidder subsequent to this RFQ would be required to enter into a separate contract with JSW steel Limited.	
15.	Price Discovery	Price discovery will be done through using online forward auction Platform managed by mjunction service limited.	
16..	Disclaimer	<p>1) JSW reserves the right to reject prices received and cancel the enquiry at its own discretion:</p> <ul style="list-style-type: none"> ○ When the bidder does not provide, within the time specified in the bidding platform. ○ The chosen bidder subsequent to this RFB would be required to enter into a separate contract with JSW and hence is subject to the agreement of T&Cs. <p>2) JSW reserves the right to launch counteroffer stage if the prices derived in online negotiation is not aligned to SW internal estimate.</p> <p>3) Bids once placed cannot be cancelled / withdrawn by suppliers - JSW reserves the right to place Sales contract on the bids received at any stage during or after the conclusion of the online negotiation process.</p>	

Indicative terms and conditions of the Contract is provided below, however final contract shall be as per the JSW's standard contract.

1. Specifications & Price Adjustment:

The Below specification, penalties would be applicable for payment based on Load Port Analysis:

- a. **Specifications:** Mid CV, Low Ash Australian 5500 NAR Coal conforming to following specification basis in accordance with ISO standard of Cargo.

Typical Specification:

Parameter	Basis	Unit	Typical
Total Moisture	ARB	%	10-15
Inherent Moisture	ADB	%	6
Ash	ARB	%	12.5
Sulphur	ARB	%	0.3
Volatile Matter	ARB	%	23.5
Fixed Carbon	ADB	%	55
Net Calorific Value	ARB	Kcal/Kg	5500
Hard Grove Index			58
AFT-IDT Reducing		Deg C	1450
CSN			0.5
MMR		%	0.7
Size (0-50)	MM	%	95

Load Port Laycan - 6-15 July 2022

Tentative Arrival, Indian Discharge Port- Mid August 2022.

Payment terms- 100% Advance

Note:-

- All the above parameters are on Air dry basis except total moisture and GCV which are in as received basis.
- Determination of quality shall be as per ISO methods relevant to the commodity, which shall be duly certified.

b. Price Adjustment:

For quality deviation below Guaranteed parameter price shall be adjustment as mentioned in below table. Final adjustment shall be done based on third party report at loading port.

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2. **Price:** Price shall be provided below table in INR/MT HSS/CIF/CFR any Indian Port depending upon the Buyers option (Incoterms 2020)

Port	Mid CV, Low Ash Australian 5500 NAR Coal
Price basis	Indian Port depending upon the Buyers option - (maximum two port discharge option can be availed for part quantities)

3. **Shipment Laycan: Load Port Laycan to be provided by supplier.**

- a. Discharge Port arrival window: shipment to arrive at any Indian Port depending upon the Buyers option within Tentative Arrival, Indian Discharge Port- Mid August 2022. (Mandatory)

4. **Country of Origin: Australia**

5. Load Port of Shipment: DBCT, Australia

6. Port of Discharge: Indian Port depending upon the Buyers option - (maximum two port discharge option can be availed for part quantities)
Buyers to mention preferential port of discharge before the auction event

7. Insurance: To be covered by seller

8. Sampling and Weighment:

a. **Weight Determination:** The weight mentioned in the certificate of weight, shall be established by means of vessel's draught survey, undertaken by ALS, SGS or Veritas (to be confirmed from buyer) at load port. This quantity shall form the basis of 100% of the payment. For this purpose, third party analyst shall be appointed by the Seller.

b. **Quality Determination for load port quality analysis:** The load port COA shall be binding for this sale the same be the basis of 100% of payment by Buyer to Seller.

9. Payment Terms:

a. 100% payment shall be made in advance through TT. Payment shall be made upon submission of documents specified in below.

Adjustment for penalties, if any, shall be done in the invoices, as per the Clause **1(a) and 1(b)**.

Documents to be negotiated for advance payment:

- a. High Seas Sale agreement
- b. High seas sale invoice in triplicate
- c. Load port COA in quadruplicate
- d. Load Port weight certificate in quadruplicate.

b. Immediate after payment following documents shall be negotiated to the buyer by seller.

1. Full set (3/3) original, clean on-board Bills of Lading, consigned to order, marked "Freight paid". Bill of lading shall be endorsed in buyer's name.
2. Original shippers/consignors commercial invoice in triplicate for 100% of the total cargo value, after deduction of penalties, if any, in accordance with load port results.
3. Load port weight certificate for 100% quantity issued by third party analyst in quadruplicate.
4. Certificate of origin issued by the Chamber of Commerce and Industry.

10. Shipping Terms:**11. Refund of EMD for Unsuccessful Bidders:**

In case of unsuccessful Bidders, EMD shall be refunded by the Service Provider after the auction is over, on the Bidder's request. However, if no such request is received the Service Provider will retain the EMD for participation in e- Auction in future.

12. Forfeiture of EMD:

The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases: -

1. If after completion of e-Auction, a successful Bidder fails to make payment for the coal value including all other charges within the stipulated time, the proportionate EMD equivalent to the failed quantity shall be forfeited subject to the provisions mentioned in Payment Clause of RFB document, and/or,

If the successful Bidders does not lift the booked quantity within the stipulated validity period, the proportionate EMD @ of Rs.200/- per tonne for material for the unlifted quantity would be forfeited.

2. Such forfeiture shall be made only if the balance Unlifted Quantity is equal or more than a Truck Load i.e. 9 or 10 tonnes as applicable.
 - a. Such forfeiture, however, would not take place if **JSW** has failed to offer full or part of the successful Bid quantity within the validity period. In such cases again, no forfeiture would take place if the balance quantity is less than a truck load/rake load.
3. If the Buyer cancels the order/Rake after booking, the EMD @ of Rs.200/- per tonne for coal shall be forfeited for the rake/order cancelled.

a. **Discharge Rate:**

Discharge rate shall be as per 25,000 MT SHINC TT at Port of Discharge calculated per weather working day of 24 consecutive hours Saturdays, Sundays / Holidays included.

The findings of the independent marine surveyor shall be final and binding on both the buyer and the seller. The survey charges shall be borne and paid for by buyer and seller in equal proportions.

- 13. Taxes, License and Permits :** Seller shall be responsible for all taxes, duties, tariffs, licenses, custom fees, inland transportation charges, handling charges and discharging charges, imposed by authorities, companies, agencies or ministries in the country of Origin and Buyer shall be responsible for all taxes, duties, tariffs, licenses, custom fees, inland transportation charges, handling charges and discharging charges, imposed by authorities, companies, agencies or ministries in the country of destination.

14. Terms of High Seas Sale:

- a) All Import Duty Auxiliary Duties Government Dues, Levies and Taxes will be paid by the Buyer directly to the authorities concerned.
- b) Payment to be made on due date. In case of late payment, interest @ 15% p.a. shall be charged extra to the buyer.
- c) The allied expenses also will be borne by the buyer.
- d) All charges or levies that shall/might arise during subsequent to this transfer of bond in future shall be borne by the buyer which includes Customs Duties/Excise Duties/Safe Guard/Anti Dumping/Countervailing Duty/Octroi clearing charges/sales tax and or levies direct or indirect taxes etc.
- e) The buyer shall be entirely responsible and answerable to any government body/agencies on any queries/less charges/investigation in future.
- f) The buyer will make their own arrangement for clearance and delivery of goods at their own risk, responsibility and cost and shall pay Octroi and other duties and levies as applicable and all other clearing charges as applicable
- g) All claims for shortage etc. will be settled by buyer directly with insurance/customs/shipping co., etc
- h) Sales Tax if any as applicable will be to Buyer's account
- i) Should the buyer clear the consignment under license in that case all liabilities/Responsibilities/Queries to be fulfilled directly by the buyer without recourse to the replied seller.
- j) Any contravention shall be deemed as breach of the agreement for which the buyer shall have to bear the entire consequence and responsibilities.
- k) All other terms for the best interest of the seller in any case not having the interest of the buyers.
- l) All other issues as per the Standard Terms and conditions of JSW steel Limited
- m) In case the buyer fails to take the delivery of the material, by any reason he shall be held responsible for all the losses and damages arising there from.

- 15. Arbitration:** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred exclusively to and finally resolved by arbitration under the Arbitration and Conciliation Act of India 1996, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be [one/three]. The seat, or legal

place, of arbitration shall be Mumbai, India. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of India.

16. Force Majeure:

- ○ Neither Party shall be liable for any delay or interruption in or failure in the performance of its obligations under this Agreement if such delay, interruption or failure results from any event or circumstance (a "Force Majeure Event") which is beyond the reasonable control of the directly affected Party ("Directly Affected Party"), relates to such Directly Affected Party or to the transportation of the Product by rail or ship or any other means, and has the effect of preventing, delaying or interrupting the performance of all or part of the obligations of such Directly Affected Party or the exercise of all or part of the rights of such Directly Affected Party under this Agreement, including:
 - □ war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign or public enemy, civil war, blockade;
 - □ rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, military uprising, conspiracy, riot, civil commotion, terrorist acts;
 - □ nationalisation, commandeering, order or requisition by or under legislation, regulation or directive having force of Law;
 - □ epidemic, pandemic or quarantine;
 - □ strike, sabotage, lock out, embargo, industrial dispute or disturbance, shipwreck;
 - □ earthquake, landslide, avalanche, volcanic activity, fire, explosion, flood or inundation, accumulation of snow, tidal wave, typhoon or cyclone, tornado, hurricane, storm, lightning, nuclear and pressure waves, soil erosion, subsidence or other natural or physical disaster; and
 - □ any act of God.

-----END OF RFQ-----