

REQUEST FOR BID

FOR

Steam Coal

Mjunction will be conducting e-selling through its proprietary tool for JSW steel Limited for selling aforesaid coal on Bond to Bond 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	Steam coal 4600 GAR
2.	Quantity (+/- 10%)	30,000 MT +/- 5% of Indonesian Steam Coal of 4600 GAR available for Bond-Bond sale from Port warehouse Karaikal
3.	Contracting Party	JSW steel Limited or any of its group or parent companies
4.	Pricing:	INR per MT On Bond to Bond sale basis from Ex port warehouse, Karaikal
5.	Coal Grade	steam coal 4600 GAR
6.	Delivery	Ex port warehouse, Karaikal, loaded on rake / truck
7.	Load Port Laycan	Not applicable
8.	Discharge port Laycan	Not applicable
9.	Port of Discharge	Not applicable
10.	Price basis	<ol style="list-style-type: none"> 1. Bidders to bid only in Fixed price in INR per MT for bond to bond sale basis 2. Bids shall be for bond to bond sale basis 3. All Import Duty Auxiliary Duties Government Dues, Levies and Taxes will be paid by the Buyer directly to the authorities concerned.
11.	Freight	Ex port warehouse, Karaikal,
12.	Payment	100% payment through TT in advance.
13.	Validity of Offer	Bid offered should remain active till 2 business days. JSW will approve / reject the bid(s) within 2 business days from the date of closure of e-Auction.
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. Terms & Conditions of such contract be mentioned in advance for apprising every buyer to ensure transparency & awareness before participating in the e-Auction & avoid future litigations or ambiguity.

		RFB Reference No: MJ/JSW/ Steam Coal/001	Date: 21th June 2022
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 JSW 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 after the closure of the online e-Auction bidding process.</p>	

Indicative terms and conditions of the Contract is provided below, however final contract shall be as per the JSW's standard contract. All the relevant applicable Terms & Conditions to be shared in advance to apprise every buyer in order to ensure transparency & awareness of the same before participating in the e-Auction to avoid future litigations or ambiguity. All the T&Cs to be published on CJ website, well in advance, for smooth execution of pre & post e-Auction activities.

1. Specifications & Price Adjustment:

- a. **Specifications:** Steam coal of min 4600 GAR (ARB) conforming to following specification basis in accordance with ISO standard of Cargo.

Characteristics	Typical Specs
Gross Calorific Value (ARB)	4491 K.Cal./Kg.
Total Moisture (ARB)	31.97%
Inherent Moisture (ADB)	15.89%
Ash (ADB)	5.74%
Volatile Matter (ADB)	40.15%
Fixed Carbon (ADB)	38.22%
Total Sulphur (ADB)	0.48%
Hardgrove Grindability Index (HGI)	65
Size	0-50 mm (95.8%)

Note:-

- All the above parameters are on Air dry basis except total moisture and GCV which are in As received basis.
- The above specifications are as per load port COA issued by PT ANINDYA WIRAPUTRA KONSULT at load port.

b. Price Adjustment:

The above specifications are as per load port COA issued by PT ANINDYA WIRAPUTRA KONSULT at load port. The load port COA shall be binding for this sale.

2. **Price:** Price shall be provided below table in INR/MT bond to bond sale basis Ex port warehouse, Karaikal.
3. **Country of Origin:** Indonesia
5. **Port of Discharge:** Ex port warehouse, Karaikal
6. **Insurance:** Covered by Seller will Ex port warehouse, Karaikal Port
7. **Sampling and Weighment:**
 - a. **Weight Determination:** The weight mentioned Railway Receipt shall form the basis of 100% of the payment.
 - 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.
8. **Payment Terms:** 100% Payment shall be done through TT in advance.
 - a. **100% payment shall be made in advance through TT.** Post payment following documents shall be negotiated to buyer
 1. Commercial invoice including applicable tax and duties for Bond to Bond Sale
 2. Bond-to-Bond sale agreement copy (as per Customs norms) and other declaration
 3. Original consignors / shippers Seller's commercial invoice in triplicate for 100% of the total cargo value.
 4. Load port quality certificate issued by Third party analyst, in quadruplicate.
 5. Certificate of origin issued by the Chamber of Commerce and Industry.
 6. Insurance Certificate (if applicable)
9. **: Terms of Bond to Bond sale:**

1. 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.
2. The buyer shall be entirely responsible and answerable to any government body/agencies on any queries/less charges/investigation in future.
3. 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
4. All claims for shortage etc. will be settled by buyer directly with insurance/customs/shipping co., etc
5. GST if any as applicable will be to Buyer's account
6. The lifting validity period should be 20 days & both Rail & Road modes of transport be included
7. Minimum Bid Quantity would be 1000 MTs & Bid Multiple be 500 MTs. The EMD would be Zero INR for this e-Auction.
8. Any contravention shall be deemed as breach of the agreement for which the buyer shall have to bear the entire consequence and responsibilities.
9. All other terms for the best interest of the seller in any case not having the interest of the buyers.
10. All other issues as per our Standard Terms and conditions.
11. 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.
12. Interest on duty amount beyond 07 days from the date of bond to bond sale of material is to buyers account.

10. 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 till

transfer of ownership of the goods through bond to bond sales 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.

11. 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.

12. 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.

13. Title and Risk :

14. Assignment: Neither seller nor buyer shall assign the whole nor any part of its rights and **obligations** hereunder, directly or indirectly without the prior written consent of the other party.

15. Warranties / Damages: No warranties, express or implied, or merchantability, fitness or suitability of the material for any purpose or otherwise, are made by tolerances stated, to the description stated herein.

16. Time is of essence: Time is of essence with regards to all of the Seller's / Buyer's obligations (including, but not limited to matters relating payment, time for shipment of the commodity), unless previously agreed to between the seller and buyer in writing.

17. Liabilities: Neither party shall be liable for indirect or consequential damages.

18. Confidentiality: Both the buyer and the seller shall keep the conditions of this contract confidential and shall not disclose the existence or details of the contract to any other party without prior consent of the buyer or seller respectively.

19. Entire agreement: This contract contains the entire agreement between the parties with respect to the subject matter hereof and all proposals, negotiations and representations with reference thereto are merged herein.

20. Special Condition: Buyer / Buyer's representative has the right to supervise the process of cargo preparation and in case of any need, can instruct the shipper to re-prepare the cargo in line with the contracted specifications. All the costs of such re-preparation of cargo will be to the account of the shipper and shipper will extend all active cooperation with Buyer/ Buyer's representative in this regard.

21. Notices: All communications referred to in this contract shall be in writing and will be sent by registered e-Mail to authorized buyer.

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