

## REQUEST FOR BID

FOR

Steam Coal

***Mjunction will be conducting e-selling through its proprietary tool for Chennai Ferrous Industries Limited for selling aforesaid coal on ex-Ennore Port 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.	<b>Commodity</b>	Indonesian Steam coal IC4 4200 GAR
2.	<b>Quantity</b>	40,000 MT +/- 5% of Indonesian Steam Coal of 4200 GAR available for sale on loaded onto wagon / Loaded onto truck basis from Ennore Port.
3.	<b>Contracting Party</b>	Chennai Ferrous Industries Limited.
4.	<b>Pricing:</b>	INR 9,200/- per MT On Ex-Port warehouse sale basis from Ennore Port.
5.	<b>Coal Grade</b>	steam coal 4200 GAR
6.	<b>Delivery</b>	Loaded onto wagon / Loaded onto truck basis from Ennore Port
7.	<b>Load Port Laycan</b>	Not applicable
8.	<b>Discharge port Laycan</b>	Not applicable
9.	<b>Port of Discharge</b>	Not applicable
10.	<b>Price basis</b>	<ol style="list-style-type: none"> <li>1. Bidders to bid only in Fixed price in INR per MT for loaded onto wagon / Loaded onto truck basis from Ennore Port</li> <li>2. Buyer can bid for a minimum quantity of 250 MT or more (with multiples of 50 MT over and above 250 MT).</li> <li>3. Bids shall be for loaded onto wagon / Loaded onto truck basis from Ennore Port</li> <li>4. GST @ 5% + Cess + TCS @ 1% Ex- Plot (Ennore Port) shall be payable extra at actuals by buyer.</li> <li>5. Delivery time: Successful buyer need to take delivery on an average of atleast 500 MT per day for their entire booked quantity (rounded off to next integer). E.g. in case a buyer wins a bid for 1200 MT, they shall have three days time to lift the quantity. Buyer need to arrange sufficient logistics to take delivery of materials. All lifting to get completed on or before 20 August 2022.</li> <li>6. Commencement of Delivery: <ol style="list-style-type: none"> <li>a. Winner have to submit advance payment within two days of auction. After issue of delivery order (DO), buyer have to lift the material @ 500 MT per day.</li> <li>b. If the buyer is not able to lift the material within the permissible date, rate will be re-determined mutually (seller and buyer).</li> </ol> </li> </ol>
11.	<b>Freight</b>	Loaded onto wagon / Loaded onto truck basis from Ennore Port. All other cost shall be borne by buyer.
12.	<b>Payment</b>	100% payment through TT in advance for. Buyer shall have option to make advance payments in part for a minimum quantity of 500 MT.

		RFB Reference No: MJ/CFIL/ Steam Coal/001	Date: 22 <sup>nd</sup> July 2022
		DO will be issued against the advance payment and payment to be continued for lifting cargo @ 500 MT/day.	
13.	<b>Validity of Offer</b>	Buyer's Offer shall be valid till online negotiations are concluded or 2 business days from the date of offer, Whichever later.	
14.	<b>Terms of Contract</b>	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 Chennai Ferrous Industries Limited.	
15.	<b>Price Discovery</b>	Price discovery will be done through using online forward auction Platform managed by mjunction service Limited.	
16.	<b>Disclaimer</b>	<p><b>1) Chennai Ferrous Industries Limited reserves the right to reject prices received and cancel the enquiry at its own discretion:</b></p> <ul style="list-style-type: none"> <li>○ When the bidder does not provide, within the time specified in the bidding platform.</li> <li>○ The chosen bidder subsequent to this RFB would be required to enter into a separate contract with Chennai Ferrous Industries Limited and hence is subject to the agreement of T&amp;Cs.</li> </ul> <p><b>2) Chennai Ferrous Industries Limited reserves the right to launch counteroffer stage</b> if the prices derived in online negotiation is not aligned to CFIL internal estimate.</p> <p><b>3) Bids once placed cannot be cancelled / withdrawn by suppliers</b> - Chennai Ferrous Industries Limited 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 Chennai Ferrous Industries Limited's standard contract.

**1. Specifications & Price Adjustment:**

- a. **Specifications:** Steam coal of min 4200 GAR (ARB) conforming to following specification basis in accordance with ISO standard of Cargo.

Characteristics	Typical Specs
Gross Calorific Value (ARB)	4149 K.Cal./Kg.
Total Moisture (ARB)	35.70%
Inherent Moisture (ADB)	15.10%
Ash (ADB)	3.96%
Volatile Matter (ADB)	42.41%
Fixed Carbon (ADB)	38.53%
Total Sulphur (ADB)	0.12%
Size	0-50 mm (95.8%)

Note:-

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

**b. Price Adjustment:**

The above specifications are as per load port COA issued by CARSURIN at load port. The load port COA shall be binding for this sale.

2. **Price:** Price shall be provided in INR/MT for loaded onto wagon / Loaded onto truck basis from Ennore Port. GST @5% + CESS @ Rs.400 + TCS @ 1% shall be paid extra at actuals.

**3. Shipment Laycan:**

a. Materials are available for lifting on loaded onto wagon / Loaded onto truck basis from Ennore Port.

4. **Country of Origin:** Indonesia

5. Load Port of Shipment: **ADANG BAY, EAST KALIMANTAN, Indonesia**

6. **Port of Discharge:** on loaded onto wagon / Loaded onto truck basis from Ennore Port

7. **Insurance:** Covered by Seller till on loaded onto wagon / Loaded onto truck basis from Ennore Port

**8. Sampling and Weighment:**

a. **Weight Determination:** The weight mentioned Port weighment 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.

**9. Payment Terms:**

100% payment through TT in advance for. Buyer shall have option to make advance payments in part for a minimum quantity of 500 MT.

10. : **Terms of Loaded on to wagon / Loaded onto truck from Ex- Ennore port sale:**

1. All charges or levies that shall/might arise during subsequent to this transfer ownership in future shall be borne by the buyer which 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 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/logistics companies etc.
  5. GST @ 5% + Cess + TCS @ 1% Ex- Plot (Ennore Port).
  6. Any contravention shall be deemed as breach of the agreement for which the buyer shall have to bear the entire consequence and responsibilities.
  7. All other terms for the best interest of the seller in any case not having the interest of the buyers.
  8. 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.
  9. After 20 August 2022. Lifting period extension will be decided by the seller; inclusive of Watering charges at actuals.
- 11. 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.
- 12. Arbitration:** 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, before a Sole Arbitrator to be appointed through mutual agreement between the parties.. The seat of arbitration shall be Chennai, 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.

**13. 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.

**14. Title and Risk :** Title of the materials shall be transferred to buyer immediately upon loading of cargo in buyer's nominated transport (wagon / rake / truck)

**15. 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.

**16. Warranties / Damages:** Materials are being sold on as is where is basis and no complaint basis.

**17. 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.

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

**19. 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.

**20. 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.

**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**-----