

	<b>RFB Reference No: MJ/ Welspun Metallics Ltd./Foundry Grade Coke/001</b>	<b>Date: 16<sup>th</sup> November 2023</b>
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**REQUEST FOR BIDFOR**

**Foundry Grade Coke**

**Mjunction will be conducting e-selling through its proprietary tool for Welspun Metallics Ltd. for selling aforesaid Foundry Grade Coke on as-is-  
where-is basis from *ex-ANJAR***

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>	Foundry Grade Coke
2.	<b>Quantity (+/- 10%)</b>	Foundry Grade Coke – 2,500 MT +/-10%
3.	<b>Contracting Party</b>	Welspun Metallics Ltd.
4.	<b>Pricing:</b>	INR per MT on as-is-where-is basis from Ex- <i>Anjar</i>
5.	<b>Coke Grade</b>	Foundry Grade Coke, <i>-80-125 MM</i>
6.	<b>Delivery</b>	Loaded on to truck basis from Ex- <i>Anjar(Kutch)</i> of WELSPUN METALLICS LTD.
7.	<b>Price basis</b>	<p>1) Bidders to bid only in Fixed price in INR per MT for loaded onto truck basis from Ex-<i>Anjar</i></p> <p>2) <i>Buyer can bid for a minimum quantity of 500 MT or more (with multiples of 500 MT over and above 500 MT).</i></p> <p>3) Bids shall be for loaded onto truck basis from Ex-<i>Anjar</i></p> <p>4) GST @ 5% +</p> <p>5) In view of the taking delivery of material you shall arrange sufficient logistics for delivery of <i>as per buyer lifting capacity</i></p> <p>6) Commencement of Delivery:</p> <p>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.</p> <p>b. If the buyer is not able to lift the material within the permissible date, rate will be re-determined mutually (seller and buyer).</p>
8.	<b>Freight</b>	Loaded onto truck basis Ex- <i>Anjar(kutch)</i> . All other cost shall be borne by buyer.
9.	<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 <b>500 MT</b>
10.	<b>Validity of Offer</b>	Buyer's Offer shall be valid till online negotiations are concluded or <b>2</b> business days from the date of offer, Whichever later.

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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 RFB would be required to enter into a separate contract with <b>WELSPUN METALLICS LTD.</b>	
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>1) <b>WELSPUN METALLICS LTD. 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 <b>WELSPUN METALLICS LTD.</b> and hence is subject to the agreement of T&amp;Cs.</li> </ul> <p>2) <b>WELSPUN METALLICS LTD. reserves the right to launch counter offer stage</b> if the prices derived in online negotiation is not aligned to <b>WELSPUN METALLICS LTD.</b>'s internal estimate.</p> <p>3) <b>Bids once placed cannot be cancelled / withdrawn by suppliers - Welspun Metallics Ltd.</b> 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 WELSPUN METALLICS LTD.'s standard contract.

1. **Specifications & Price Adjustment:**

a. **Specifications:** Foundry Grade Coke conforming to following specification basis in accordance with ISO standard.

SPECS		Size :	
Moisture %	4.0 max	-80-125 MM	
Ash%	13.00 max		
V.M.%	1.20 max		
F.C.%	86.00 min		
S%	0.55 max		
P%	0.055 max		
MPS			
M40	84-87 %		
M10	6-8%		
CRI	22-25		
CSR	65-68		

Note:-

- All the above parameters are on Air dry basis except total moisture and which is in as received basis.
- The above specifications are as per ex Welspun Metallics Ltd. stock yard, as-is-where-is basis.

b. **Price Adjustment:**

Sale is on as-is-where-is basis thereby no price adjustment is applicable.

2. **Price:** Price shall be provided below table in INR/MT for Loaded onto truck basis ex Welspun Metallics Ltd. stock yard *Anjar(Kutch)*
3. **Country of Origin:** India
4. **Insurance:** Covered by Seller till on loaded onto truck basis from ex-**Welspun Metallics Ltd.** stock yard, *Anjar(kutch)*

**5. Sampling and Weighment:**

- a. **Weight Determination:** The weighment Receipt of **Welspun Metallics Ltd.**'s weigh-bridge shall form the basis of 100% of the payment.
- b. **Quality Determination :** Sale is on as-is-where-is basis thereby no price adjustment is applicable.

**6. 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**

**7. Terms of Loaded onto truck from Ex-Welspun Metallics Ltd. stock yard, **Anjar(Kutch)**. 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% shall be payable extra at actuals.
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. Demurrage amount if any due to late lifting of materials below **Rs 25 Ton per Day** shall be borne by buyer extra at actuals.

**9. 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 Kolkata, 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.

**10. 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.

**11. 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)

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

**13. 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.

**14. 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.

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

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**END OF RFB**  
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**Salient Terms and conditions of the e-auction of Foundry Grade Coke**

**Welspun Metallics Ltd. - Auction Terms & Conditions**

**Commodity - Foundry Grade COKE (Materials to be sold on "As is Where is" basis)**

1. Quantity Offered – 2500 MT
2. Size : -80-125 MM
3. EMD @ Rs. 200/- Per MT
4. Base Price: Rs. /MT + GST @ 5% + Ex-Welspun Metallics Ltd. from Ex-Anjar(Kutch)
5. Minimum bid quantity would be 500 MT as per RFB & Bid multiple quantity would be 500 MT in each lot.
6. Quality Specification :

	SPECS
Moisture %	4.0 max
Ash%	13.00 max
V.M.%	1.20 max
F.C.%	86.00 min
S%	0.55 max
P%	0.055 max
MPS	
M40	84-87 %
M10	6-8%
CRI	22-25
CSR	65-68

7. Allocation logic furnished below for deciding successful bidders:
  - a. Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and soon) as long as the offered quantity is available for allocation.
  - b. If two or more buyers bid the same price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
  - c. In case, two or more buyers bid the same price and the same quantity, precedence will be given to the Confidential buyer who has accorded his bid first with reference to time.

**8. Furnished below are the Price Increment modalities:**

- a. The bidder shall offer his Bid Value / Price (per MT) in the increment of Rs. 20/- (Rupees Twenty only) or in multiples of Rs. 20/- thereof during the first 2 hours of E-Auction.
- b. During the extended period, the Bid Value / Price increment shall be Rs. 50/- (Rupees Fifty only) or in multiples of Rs. 50/- thereof."

**9. Initial e-Auction period & time extension modalities:**

The date, time and period of e-Auction as notified in advance including closing time on the Internet Portal of the Service Provider shall be adhered to but for the event of force majeure.

However, the closing time of E-Auction shall be automatically extended up to the last bid time, plus 5 (Five) minutes,

so that opportunity is given to the other bidders for making an improved bid on that item.”

**10. 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.

**11. Forfeiture of EMD: -**

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

- a. 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,



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

Such forfeiture shall be made only if the balance un-lifted Quantity is equal or more than a Truck Load i.e. 9 or 10 ton as applicable.

Such forfeiture, however, would not take place if Seller 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.

c. 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.

12. Primarily e-Auction will be conducted through Road mode only. If required dispatch mode may be converted into Rail mode. However, Rail loading charges (if different from Road mode) will apply as per discharge point. Bidders are free to arrange transportations on their own through Rail / Road mode. (1 Rake = 2,500 MTs)

**For opting through Rail mode the buyer needs to get allocation for full 2,500 MTs of the offered material.**

13. E-Auction Date & timings schedule to be decided & shared in advance

**Terms and conditions :-**

1. Material is "As is Where Is" Basis.
2. Lifting Period is 15 working days post allotment.
3. Transportation of material in your scope however Loading of material is in our scope.
4. GST Extra at actuals.
5. Security Deposit – 10% of material basic value and the same will be released for last invoice.
6. Loading can be done during day time for all working days.
7. Regular vehicle placement is mandatory.
8. Allotted Quantity should be cleared else, SD can be forfeited.

**14. All buyers are requested to check the RFB / COA / Offer / Scheme / Terms & Conditions / Notice in details before e-auction participation.**

**I hereby acknowledge that I have read and understood the scheme, terms and conditions and all relevant notices / circulars / amendments, etc. which are associated to the e-Auction.**

**By digitally / virtually accepting this declaration, I agree to all the terms of the e-Auction and accept the same prior to my participation in the e-Auction.**

.....**END OF Auction terms & Conditions**.....