

RFB Reference No: MJ/EML/ LAM Coke/001 Dated-11-5-2023



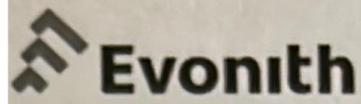
## **REQUEST FOR BID**

**FOR**

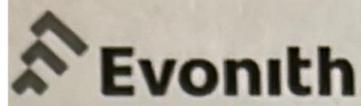
**Low Ash Metallurgical Coke**

**Mjunction will be conducting e-selling through its proprietary tool for Evonith Metallics Limited for selling aforesaid LAM Coke from ex- Wardha plant.**

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>	Low Ash Metallurgical Coke
2.	<b>Quantity (+/- 10%)</b>	5000 MT +/-10%
3.	<b>Contracting Party</b>	Evonith Metallics Limited or any of its group or parent companies
4.	<b>Pricing:</b>	INR per MT on EML specification basis from Wardha plant
5.	<b>Coke Grade</b>	Low Ash Metallurgical Coke, Size: 25-80 MM (90%)
6.	<b>Delivery</b>	Loaded on to Truck/Rake basis from Ex-Wardha Plant/siding of Evonith Metallics Limited
7.	<b>Price basis</b>	<p>1. Bidders to bid only in Fixed price in INR per MT for Loaded on to truck / Wagon basis from ex- Wardha plant or ex- MLSW railway siding Wardha.</p> <p>2. Buyer can bid for a minimum quantity of 500 MT or more (with multiples of 100 MT over and above 500 MT). Bidders who shall bid more than 2500 MT shall have the option to take delivery by rake from MLSW siding.</p> <p>3. Taxes paid extra as applicable</p> <p>4. In view of the taking delivery of material you shall arrange sufficient logistics for delivery of 250 Ton per Day.</p> <p>5. Commencement of Delivery: Winners have to submit advance payment within two working days of auction for minimum Quantity of 500 MT for road or 2500 MT for Rake. After issue of delivery order (DO), buyers have to lift the material @ 250 MT per day for truck or 2500 MT /week for wagon delivery.</p> <p>If the buyer is not able to lift the material within 7 days for truck delivery or 15 days for wagon delivery from the date of order confirmation from supplier side, rate will be re-determined mutually (seller and buyer).</p>
8.	<b>Payment</b>	<p>100% payment through TT in advance for. Buyer shall have option to make advance payments in part for a minimum quantity of 500 MT for Truck or 2500 MT for wagon.</p> <p>Time frame for price adjustment basis quality &amp; Quantity shall be 15 days from the date of inspection / final despatch.</p>
9.	<b>Validity of Offer</b>	Buyer's Offer shall be valid for 2 business days from the date of Auction.
10.	<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>Evonith Metallics Limited.</b>



11.	<b>Price Discovery</b>	Price discovery will be done through using online forward auction Platform managed by mjunction service Limited.
12.	<b>Disclaimer</b>	<ol style="list-style-type: none"><li>1) <b>Evonith Metallics Limited reserves the right to reject prices received and cancel the enquiry only when</b> the bidder does not submit the bid above reserve price within the time specified in the bidding platform.</li><li>2) <b>Evonith Metallics Limited reserves the right to re-launch auction</b> if the prices derived in online negotiation is not aligned to Evonith Metallics Limited internal estimate.</li><li>3) <b>Bids once placed cannot be cancelled / withdrawn by buyers - Evonith Metallics Limited</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.</li></ol>



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

**1. Specifications & Price Adjustment:**

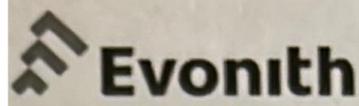
a. **Specifications:** LAM Coke conforming to following specification basis in accordance with ISO standard.

	LAM Coke		
	Guaranteed	Rejection	Price adjustment
Total Moisture (AR)	5%	8% Max	If <5% for each 1% decrease price shall be increased on Prorata basis If >5% for each 1% increase price shall be decreased on Prorata basis
Ash (DB)	12%	13.5% Max	INR 70/MT for every 1.0% above 12%
V.M. (DB)	1.1%	1.5% Max	INR 70/MT for every 0.1% above 1.1%
FC (DB)	By calculation	By calculation	No price adjustment in FC (DB)
Sulphur (DB)	0.65%	0.9%	
Phosphorus (DB)	0.065%	0.75%	
M40	Equal/above 83	Below 80	
M10	Less/ equal 7	Above 9	
Coke CRI	26.5 % Max	Above 28	
Coke CSR	65 % Min	Below 63	
Size 25-80 mm	25-80 mm	----	
Undersize (-25mm)	7 % max	Above 10%	
Oversize ( +90 mm)	5 % max	Above 10%	
MPS	42 mm	Below 40	

- EML central lab (NABL certified) will provide TC/COA for lam coke to be supplied in this order
- 3rd party inspection is allowed from buyer side.
- Loading is on EML Account.

**14. Insurance:** Covered by Seller till on loaded onto Truck/Rake basis from ex Evonith Metallics Limited stock yard, Wardha

- **Quality & Quantity Determination:** Weighment as per EML weighbridge will be final for all commercial purpose.
- TC/COA provided by EML Central Lab (NABL certified) or TC/COA from Mutually accepted third-party inspection Agency shall be basis of quality determination. Sampling to be conducted before loading in presence of one or multiple winning bidders and EML representative before commencement of Delivery. **However, the cost of third-party inspection agency shall be borne by the respective Buyer.**



**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, before a Sole Arbitrator to be appointed through mutual agreement between the parties. The seat 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;
  - nationalization, 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.

**17. 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)

**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 RFB**-----

**Salient Terms and conditions of the e-auction of Low Ash metallurgical Coke**

1. EMD @ Rs. 200/- Per MT shall be applicable
2. Base Price: Rs. /MT + GST @ 5%
3. Minimum bid quantity would be 500 MT as per RFB & Bid multiple quantity would be 100 MT.
4. 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 so on) 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 buyer who has accorded his bid first with reference to time.
5. 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.”
6. Initial e-Auction period & time extension modalities:
7. 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.
8. 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.”
9. Refund of EMD for Unsuccessful Bidders:-
10. 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: -
12. 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 coke 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.
  - c. If the Buyer cancels the order after booking, the EMD @ of Rs.200/- per ton for LAM Coke shall be forfeited for the order cancelled.
13. E-Auction Date & timings schedule to be decided & shared in advance
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 DOCUMENT\*\*\***