

**PRICE BID FORM**

**FOR  
TENDER NOTICE NO.1-1404 /Date 7, June, 2025  
Direct Reduction Iron [DRI]**

**FROM (Bidder):**

Bidder Legal Name:

Mailing Address:

City, Province, Postal Code:

Contact Name and Title for this bid:

Telephone:

Fax:

Email Address:

**TO:** Bafgh Steel Manufacturing Co. (BMISCO)

[z.rostami@b-misco.com](mailto:z.rostami@b-misco.com)

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**GOODS CLARIFICATION:**

Quantity: 30,000 Mt (+/-3%)

# GENERAL NOTES:

- All contractual payments shall be made in AED or USD, at the discretion of the Seller.
- The delivery term shall be FOB Bandar Abbas (Shahid Rajaei Port), Iran.
- The goods specifications are clearly defined in the Tender Notice.

I, the undersigned, hereby declare that I have thoroughly read and accept the terms and conditions stated in Tender Notice No 1-1404, dated June 7, 2025. I confirm that I am legally authorized and fully competent to participate in this tender and, by signing below, I irrevocably submit my bid in full compliance with the provisions set forth in the aforementioned notice.

I undertake to execute the purchase based on the specified terms, and at the following price:

Item	Description	QTY. (MT)	Net Price (USD)	Total Price (USD)
1	Direct Reduction Iron	30,000		
Total Price:				
Total Price in Word:				
Hs Code: 72039000				

Signed and sealed,

Date \_\_\_\_\_ :

Signature of Authorized Person (s) :

\_\_\_\_\_

\_\_\_\_\_

## SALES & PURCHASE CONTRACT

No.1-1404 // Date: 7, June, 2025

This Sales & Purchase Contract ("CONTRACT") Is made and entered into on 7, June, 2025 by and between:

**Bafgh Steel Manufacturing Co. (BMISCO).**

(Hereinafter referred to as "SELLER" or "BAFGH")

Address: No. 24, Unit 2, Shafagh Alley (17th Alley),

Vozara Street, Tehran, IRAN.

Postal Code: 1513833511

E-mail: [z.rostami@b-misco.com](mailto:z.rostami@b-misco.com)

..... (Company name)

(Hereinafter referred to as "BUYER")

Address:

Tel:

Email:

**SELLER/BAFG and BUYER are sometimes referred to individually as 'PARTY' or collectively as 'PARTIES'.**

**1. CONTRACT PERIOD:** This CONTRACT shall be effective upon full payment of 20% of Total Value as per requirements of Clause 13 hereunder and P/I therewith. As of effectiveness of this CONTRACT as such, this CONTRACT shall be valid maximum two (2) months thereafter.

**2. DESCRIPTION OF GOODS:** Direct Reduction Iron (DRI)

**3. QUANTITY:** 30,000 MT (+/-3%).

**4. Quality:** as per Annex No. 1.

**5. PACKING:** Bulk

**6. LOADING PORT:** Bandar Abbas (Shahid Rajaie port) Iran.

**7. DISCHARGING PORT:** To be advised by BUYER prior to vessel nomination.

**8. DELIVERY TERM:** FOB ST LSD Bandar Abbas, Sahid Rajae port Iran (INCOTERMS 2020).

**9. UNIT PRICE:** USD/MT.

**10. TOTAL VALUE:** USD.

**11. DELIVERY TIME/CARGO READINESS DATE:** Delivery time by End of June 2025.

**12. TERM OF PAYMENT:** 100% cash under the below breakdown:

1) Thirty percent (30%) within five (5) official working days in Iran P/I date.

**Note: In case of BUYER's non-fulfillment of its contractual undertakings, ten (10%) of which is not refundable to the BUYER. Such retention is regarded as the performance guarantee.**

2) Seventy percent (70%) upon SELLER's discretion after cargo readiness and prior to the vessel's leaving the port concerned.

For the avoidance of doubt, any and all charges whatsoever nature shall be indisputably borne and paid by BUYER and be on his account arising out of or in connection with any changes in payment schedule and conditions thereupon.

3) After 30 days from announcement of LAYCAN date by the seller, the buyer was obliged to settle the total amount of issued CI (Commercial invoice), otherwise a 0.25% (from total amount of issued commercial invoice) penalty will be calculated for the buyer for each day, which must be calculated before delivering the bill to the buyer, the buyer must be settle the mention penalty.

**Note: The maximum penalty will be calculated up to five percent (5%) of total amount commercial invoice.**

- ❖ All contractual payments have to be made in AED, USD (Seller's Option).
- ❖ The exchange rate of currency is based on [www.xe.com](http://www.xe.com) on tender date.

**13. OTHER TERMS & CONDITIONS:** As per Annex No. 2 attached hereto.

**14. DOCUMENTS PRIORITY:** This CONTRACT, Annexes herewith and P/I shall entirely be considered as the integral, interrelated, and indispensable legal instruments concluded by and between PARTIES and supersedes any oral or written contract/representation that may have been made by SELLER or BUYER.

**IN WITNESS WHEREOF,** PARTIES have executed this CONTRACT by their authorized representatives in thirteen (13) Clauses, two (2) Appendices and two (2) originals, one (1) for each PARTY, having equal legal validity on the date hereof as the Effective Date.

**SELLER**

**BUYER Name**

Bafgh Steel Manufacturing Co. (BMISCO)

Name:

Title:

Date:

Title:

Date:

**Annex No.1**

**No.1-1404 // Date: 7, June, 2025**

Parameters	Unit	Value
Fe Total	%	88±1
Fe Metal	%	81±1
MD	%	Min 91
C	%	1.3 - 2.5
S	%	Max 0.01
P	%	Max 0.1
SiO <sub>2</sub>	%	Max 5.5
Al <sub>2</sub> O <sub>3</sub>	%	Max 1
CaO	%	Max 1.2
MgO	%	Max 1.5
Size (0-6.3 mm)	%	Avg 3%
Size (6.3-8 mm)		Avg 5%
Size (8-16 mm)		Avg 85%
Size (> 16 mm)		Avg 7%

**SELLER**

Bafgh Steel Manufacturing Co. (BMISCO)

Name:

Title:

Date:

**BUYER Name**

Title:

Date:

**Annex No.2**

**No.1-1404 // Date: 7, June, 2025 1.**

**1.Shipping documents:**

- 1.1. Commercial invoice based on the Mill's Actual Weight.
- 1.2. Bill of lading issued by BUYER's acceptable forwarding agent.
- 1.3. Certificate of Origin issued by Local Chamber of Commerce (at BUYER's option).
- 1.4. Mill Test Certificate ('MTC') showing chemical analysis issued by SELLER Quality Control Department.
- 1.5. The weight shall be based on the weighbridge of Bagh Steel Manufacturing Co.
- 1.6. Third Party Inspection Certificate on BUYER's account. Inspection fee will be on BUYER's account. If requested, inspection to be arranged by BUYER.
- 1.7. Non-Radiation Certificate upon BUYER's request.

**Note:** Third party documents are acceptable except commercial invoice. The BUYER will assist the SELLER in obtaining the non-negotiable bill of lading for custom purpose issued to the "Name and address of SELLER as Shipper" from the shipping company or its agent. The BUYER will instruct the shipping company to provide the non-negotiable bill of lading (3/3n) to the SELLER or if the parties agree to provide an acknowledgement of receipt (mate's receipt).

**2. Manufacturer:** Bafgh Steel Manufacturing Co. (BMISCO).

**3. Inspection:** Third party Inspector or BUYER's representative(s) can be nominated for inspection of cargo on BUYER 's account (to prevent any claim for weight, BUYER has the right to nominate an Independent Inspector to inspect the weight of cargo at the time of loading the vessel and or before nomination of vessel).

**4. Quality and quantity claims:** quality and quantity claims, if any, to be advised by BUYER directly to the SELLER within 45 days from date of loading completion and to be supported by a mutually acceptable Independent Surveyor's Report on damages. Wherever necessary, SELLER or BUYER may nominate a mutually agreed Independent Inspector and BUYER is not to use material under subject claim unless specifically approved by the SELLER. Claim limited to invoice value of the goods and no liability for consequential loss or deferment of anticipated or actual profit, loss of opportunity, loss of revenue, loss of use, loss of production, increased or additional cost, business interruption or any similar damage or for any special, consequential or indirect losses damages will be acceptable. BUYER's claim to be submitted directly to the SELLER in two original copies and to contain description of goods and weight of the goods in respect of which the volume is submitted.

**5.** All the BUYER's bank charges are on BUYER's account, all of the SELLER's bank charges are on SELLER's account.

**6.** Taxes, duties etc. on cargo at loading port will be on SELLER's account, and all charges including, but not limited to, taxes, levies duties whatsoever nature pertaining to the discharging port will be on BUYER's account.

## 7. Vessel Acceptance Conditions:

### Vessel Acceptance Conditions:

7.1. Vessel age: max. 25 years and not to be tween-decker.

7.2. DWT: enough to carry the contracted quantity.

#### 7.3. Loading rate:

7.3.1. For vessels up to 20 years old 1200 MT per working crane/hatch/hold PWWD FHEX UU.

7.3.2. For vessels from 20 to 25 years old 1000 MT per working crane/hatch/hold PWWD FHEX UU.

7.3.3. For shore cranes 800 MT per working crane/hatch/hold PWWD FHEX UU.

7.3.4. For barges 500 MT PWWD FHEX UU.

7.4. **NOR terms and condition:** NOR at loading port can be tendered upon vessel's arrival at the customary waiting anchorage, whether in port or not, whether in berth or not, whether in free pratique or not, whether customs cleared or not. The steaming time from the waiting anchorage to the loading berth shall not count as laytime. The laytime shall commence from 08:00 hours next working day if NOR is tendered within working hours otherwise shall commence from 14:00 hours next working day.

**Nb. Port Congestion terms:** In case of port congestion, the laytime shall commence from berthing time.

7.5. Demurrage is to be stated by the Buyer/Payer and Dispatch is to be half of the Demurrage rate and should be settled within 15 days after the Mate's Receipt date.

7.6. At the time of vessel Nomination, the shipping company's agent in Iran shall be introduced by Buyer/Payer.

7.7. Lay time to count will be considered up to lashing completion and lashing will be done per Master's instructions.

7.8. Hatch/Hold sizes of the vessel should be suitable for loading of cargo and should not have any pillar or any other obstacle which may restrict loading operations or reduce loading rate, otherwise, all responsibilities will be on buyer's account.

7.9. All time and expenses used in vessel shifting from one anchorage or berth to another will not count laytime, even if such vessel shifting ordered by the Port Authority.

7.10. Sweeping and/or purging of vessel's hold will be on Buyer's account and the time used will not be counted.

7.11. Stowage and dunnage will be per Master's directions.

7.12. The nominated vessel shall be equipped with gears. In case vessel's gear do not work properly and or not suitable for loading operation, then Buyer/Payer must provide the shore crane, for which the relevant cost will be on Buyer's/Payer's account.

7.13. All disputes during and prior loading such as damage to the cranes, vessel, malfunctioning/mishandling of the cranes, etc. shall be solved between the master and the stevedore directly.

**8. Warehousing costs:** Laycan should be given by SELLER to BUYER from 8-15 days in advance, the vessel should be nominated and berthed within given laycan, and otherwise, warehousing costs after seven (7) days from laycan as per port invoice will be on BUYER's account.

**9. Penalty:** If PARTIES are in infringement of their pertinent contractual commitments related to taking or delivering the cargo, they will agree upon a mutually-agreed deadline for fulfilling their respective undertakings. If no agreement reached or no outcome attained, SELLER or BUYER are then entitled to claim penalty through Dispute Settlement Forum hereunder.

**10. Force majeure:** ICC Force Majeure Clause 2020 shall be applied.

**11. Governing Law & Dispute Settlement:**

This CONTRACT and documents therewith shall be governed by, interpreted and construed in accordance with the rules of the Iran Chamber of Commerce. Any dispute, controversy or claim arising out of or in connection with this CONTRACT and documents therewith, including the any question regarding its existence, validity, invalidity, breach, or termination thereof, that cannot be settled amicably within fifteen (15) days after occurrence, shall be referred to and finally resolved by arbitration administered by the Tehran Regional Arbitration Centre (TRAC) in accordance with the its Arbitration Rules, for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Tehran, Iran. The language of the arbitration shall be English.

**12. Confidentiality:** All data and information contained herein shall be tread as the confidential information and PARTIES shall duly observe this requirement.

**13. Miscellaneous:**

13.1. Submission of any documents required for implementation of this CONTRACT and documents therewith shall be prepared in advance and hinges upon SELLER's confirmation.

13.2. BUYER shall perfectly comply with all applicable banking regulations appurtenant to payment procedure.

13.3. BUYER shall not assign its rights and obligations herein without prior written consent of SELLER. 13.4. No modification, amendment and addendum whatsoever nature shall have legal effect unless agreed by SELLER and BUYER in writing.

**SELLER**

Bafgh Steel Manufacturing Co. (BMISCO)

Name:

Title:

Date:

**BUYER Name**

Title:

Date: