



HINDUSTAN ZINC LIMITED

Online Tendering Of LEAD INGOTS

For All Locations

Hindustan Zinc Limited

Tender Number – HZL / Lead Metal / 20-21 / 001

Tender Opening Date: 9th March'20

Tender Closing Date: 15<sup>th</sup> March'20

**Contact Details** 

Ms. Shubhi Gupta	+91 9829067528	Shubhi.gupta@vedanta.co.in
Capt. Abhinaya Sharma	+91 9001995980	Abhinaya.sharma@vedanta.co.in

## **Required Documentation**

KYC Process	To secure Participation, If the customer has not already been registered		
	with HZL, they would have to do so before 15 <sup>th</sup> March 2020.		
	The following Documents are required to complete the KYC Process.		
	1. Filled Excel Sheet attached herewith – Annexure 1*		
	-Your Company Name & Registered Address		
	-Sold to Address		
	-Ship to Address		
	-Company PAN No. (Mention on email and attach PAN Card copy)		
	-VAT TIN No. (Mention on email and attach certificate)		
	-CST Registration No.		
	-GST Detail (Mention on email and attach certificate)		
	2. Scan copy of a cancelled cheque.		
	3. Audited balance sheets of last 3 years.		
	4. Tax returns of last 3 years		
	5. Purpose of Using Lead		
Declaration	Scanned copy of Signed Declaration duly filled, signed and stamped (as		
	attached at the end of this document) has to reach HZL representatives as		
	mentioned on the cover page over Email by 04:00 PM on 15 <sup>th</sup> March'20 to		
	secure participation.		

## **Contract Details**

Contract Type	12 Month Long Term Contract		
Contract Period	Apr – 2020 to Mar – 2021		
Material Purity	99.99% Purity (LME Grade)		
Material Quality	As per LME Specs – Annexure 2*		
Ingot Size	25 Kg ( +/- 1.2 Kg )		
Ingot Dimension	85 (+/- 2 ) mm Width, 535 (+/- 2 ) mm Length, 75 ( +/- 2 ) mm Height		
Bundle Weight	1050 Кg (+/- 50 Кg )		
Bundle	6 ingots / layer X 7 layers = 42 ingots		
Configuration			
Pricing	The chargeable Price shall be the sum total of		
	{ [(a) + (b)] * (c) * ( 1+d% ) } + (e) , provided below		
	(a) The basic LME CSP for the QP		
	(b) Premium		
	(c) Exchange Rate applicable on above LME CSP of QP		
	(d) Applicable Custom Duty and Cess under Indian Law (5.5% currently)		
	(e) Clearing and Forwarding Cost		
	For clarity and example only:		
	LME CSP for QP is \$ 2000, Premium is \$250, Exchange Rate is Rs. 60 / \$,		
	Applicable Custom Duty is 5.5%, Clearing and Forwarding Cost is Rs. 3000		
	then in that case Price pmt in Rs. Can be derived as follows:		
	Price PMT in Rs. = {[\$2000 + \$250]*(Rs. 60/\$)*(1+5.5%)} + (Rs. 3000)		
	= Rs. 145,425		
Monthly Supply	The monthly quantity tolerance will be +/-5 mt or 2% based on Sellers		
Quantity	option		
Tolerance			
Planning	Buyer shall be under obligation to intimate Quantity and it's Pricing Plan		
	of a particular month, at any time not later than 29th of preceding		
	month. Priced quantity cannot be cancelled by either party for delivery.		
QP / Pricing	(1) LME CSP average of the scheduled supply month and /or Unknown		
	LME CSP basis, whereas Buyer has to confirm the pricing options before		
	start of month.		
	(2) The pricing can be done in min 25 mt lot size and the intimation		
	should be sent through email within 1530 hours IST (LME summer		
	period)/1630 hours IST (LME winter period). Buyer should ensure that		
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<ul> <li>Committed ()/inditation of pincing should reach entained.</li> <li>csa_d@vedata.co.in, along with email ids mentioned above within aforesaid time frame and a written confirmation is received from the seller.</li> <li>(3) Any un-priced quantity will be automatically priced on the basis of last LME working day of the month and Priced quantity cannot be cancelled by either party for Delivery.</li> <li>(4) Pricing and Delivery should be completed within scheduled month.</li> <li>(5) Short supply by Seller - Same QP</li> <li>Seller will extend the same pricing for the shortfall quantity during next month(s) for delivery.</li> <li>(6) Customer Default - Whichever is higher(WEH)</li> <li>Shortfall quantity to be charged as: LME CSP average(Import parity cost) of actual supply month, whichever is higher.</li> <li>Premium</li> <li>The premium will be fixed prior to the finalization of the contract and the Material will be sold at the said premium irrespective of the Market Premium until the end of the contract.</li> <li>Exchange Rate</li> <li>SBI TT Selling Rate of corresponding QP</li> <li>Taxes</li> <li>All taxes on Buyer's account</li> <li>C &amp; F</li> <li>The C &amp; F will be fixed prior to the finalization of the contract</li> <li>Delivery Terms</li> <li>Plant: CIP ; Depot : EXW</li> <li>Credit Note</li> <li>Will be SBI MCLR plus 2.00%. However, overdue interest rate will be SBI MCLR plus 2.00%. However, overdue interest rate will be SBI MCLR plus 2.00%. However, overdue interest rate will be 18 %.</li> <li>(2) Seller requires realization of full payment of month's quota before 2nd last working day of the month and in case payment gets realized after the stipulated time but within the month, and due to this if any quantity remains non-lifted, or not supplied by seller due to non-availability or non-arrangement of transportation, then the Seller reserves the right to treat it as Customer Default.</li> <li>Pricing Security<th></th><th>confirmation (Intimation of pricing chould reach amail ID)</th></li></ul>		confirmation (Intimation of pricing chould reach amail ID)		
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## **General Terms & Conditions**

- 1. The Company reserves the right to accept or reject the highest offer and all or any other offer without assigning any reason whatsoever.
- 2. Should the seller for any reasons refrain from concluding a contract with the successful bidder, the latter shall have no right to claim any damages in this connection
- 3. Description given above is in brief. Offers by the bidders will be deemed to have been made on the clear understanding that intending bidder / bidders have satisfied themselves fully with regard to the nature, condition, quality of goods during inspection or otherwise. No error, omission or mis-statement or mis-description whatsoever and howsoever made or published whether in advertisement or list or otherwise and no defects or faults in the goods shall invalidate the contract or be subject matter of any claim on the part of the bidder whether in compensation or otherwise howsoever nor will any such claim be entertained by the sellers.
- 4. If, after the date of execution of this Agreement, there is any Change in Law which results in a change in the rate of any Tax included in the Buyer's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Buyer of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

i. the Party requesting such revision shall promptly (and in any case prior to submission of the Buyer's final invoice under this Agreement) notify the other Party that such change in law has arisen; an

ii. the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to reasonable satisfaction of the other Party; and

iii. the provisions of this Clause 1.4 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes

- 5. Prior to commencing the services under this Agreement, the Buyer shall notify the Company whether or not it has Fixed Establishment in India. If the Buyer notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Buyer under this Contract shall be paid by the Company directly to the relevant Government Authority.
- 6. The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

- 7. Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.
- 8. Right of Acceptance / Rejection of offer :
  - a. The Seller also reserve the right to accept any bid on "Subject To Confirmation" and the Seller's final decision will be informed to the Buyer as mentioned above.
  - b. The goods are sold subject to the reserve price fixed by the Seller. The Seller is not bound to accept the highest offer. The Seller reserves the right to reject any CONDITIONAL offers.

For and on behalf of HZL,



( Capt. Abhinaya Sharma ) Head – Lead & Silver Marketing

Authorized Signatory Hindustan Zinc Limited