

SCOOTERS INDIA LIMITED

Sarojini Nagar,

Lucknow - 226008

(Phones: 0522-2476090, 2476242 (Exchange) Direct: 0522-2476139)

Fax: 91-522-2476190 Email: materials@scootersindia.com

NOTICE INVITING TENDER

**Tender on Single Bid basis for "VAT Audit under UPVAT ACT 2008 for the Financial Year 2013-2014 & 2014-15"**

M/s. ....

.....

.....

Tender Enquiry No:-SIL: FIN: VAT Audit: 2013-14 & 2014-15

Tender Enquiry Date: 24/11/2014

**Due Date:15/12/2014**

Dear Sir,

Please submit your quotation in sealed cover in prescribed tender documents. The sealed envelope should be super scribed with Tender Enquiry No. and due date. The quotation submitted shall be subject to our terms and conditions enclosed for the supply of Service as per coverage of Insurance in Annexure I. The tender shall reach us on or before the due date by 12 noon. The tenders will be opened at 3.00 P.M on the same day. The representative of interested parties can be present while opening the tender.

Please give reference of Tender Enquiry No. date and due date in all your correspondence for prompt action. The bidders name and address to be mentioned over the sealed cover for clear identification. In case if you are not submitting the offer please post a regret letter and return the documents.

Thanking you,

Yours faithfully,  
For SCOOTERS INDIA LIMITED

(B.K.Gupta)  
Sr. Manager (Pur.)  
Mob. 09336048222

Please submit your offer in sealed covers as detailed below:-

- a) General terms & conditions-Annexure-I
- b) Special terms & conditions-Annexure-II
- c) Check-list-Annexure-III
- d) Price bid Annexure-VI
- e) Integrity Pact-Annexure-V

Important:

Taxes & Duties quoted by you will be taken for bid evaluation and order placement and no change will be entertained at a later stage except in the case of revision made by the Government. Changes in Taxes and Duties. In case no tax/duty is included, a self declaration for the exemption may be attached along with the offer.

In case of conflict between these General Terms and Conditions and any other special or typed conditions agreed to for a particular Purchase order, the latter shall prevail.

The price quoted shall be in figures and also in words in price bid. In case of difference in both, the latter shall be considered for evaluation purpose.

\*Enclosures:-

- 1. General terms & conditions-Annexure-I
- 2. Special terms & conditions-Annexure-II
- 3. Check-list-Annexure-III
- 4. Price bid- Annexure-VI
- 5. Integrity Pact-Annexure-V

**Annexure-II**

**GENERAL TERMS AND CONDITIONS OF ENQUIRY & CONTRACT  
FOR THE PURCHASE OF GOODS/SERVICES**

| Sr No | Particulars  |
|-------|--|
| 1     | <b>SIL Means Scooters India Limited</b>  |
| 2     | <b>Vendor/Supplier</b><br>Means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services   |
| 3     | <b>Quoted prices shall be kept FIRM or vary as per price variation formula (Refer Annexure).</b>   |
| 4     | <b>Quotation</b><br>The quotation and any order resulting from this enquiry shall be governed by these General Terms and Conditions of enquiry and contract for the supply of Services and the vendor quoting against this enquiry shall be deemed to have read and agreed to the same, unless specifically stipulates any different terms or conditions which subsequently agreed by SIL on specific case to case basis.<br>Sealed quotations with tenderer's distinctive seal, super scribing enquiry number, date and due date are to be submitted so as to reach on or before due date & time, addressed to <b>Sr. Manager (Materials) Scooters India Limited, P.O. Sarojini Nagar, Lucknow 226 008, U.P.(India)</b> In the case of <b>Two-part bid</b> , each inner cover shall clearly be labeled as a) <b>Technical Bid</b> containing technical data/ drawings/ catalogues/ quality plans as applicable along with commercial terms and conditions & copy of the price bid with the price columns left blank ( <b>unpriced</b> price bid), b) <b>Price bid</b> containing prices quotes as per scope of work. Installation and/or commissioning charges shall be spelt out in absolutely lucid terms, taking into account total charges, rather than quoting vaguely, such as charges per man-day or charges per engineer per day etc. <b>If the price bid was found later to be different from the unpriced price bid in any manner, the offer shall be summarily rejected.</b> |
| 5     | <b>Delayed/ Late Tender:</b><br>Any tender received after the due date shall not be considered.  |
| 6     | <b>Validity of Quotation:</b><br>All quotations shall be kept open for acceptance for a period of ninety days from the date of opening of Tenders and this shall be deemed to be an express condition of all quotations. The rates shall be quoted in both figures and in words.   |
| 7     | <b>Revision of Price bid:</b><br>In case there is any change in specifications during technical negotiations, bidders shall be asked only the price implications for the amended portion and not the revised price for the entire offer. The original/price implications received shall be opened only on the due date on which the price implications are to be opened.   |
| 8     | <b>Conformity to Specifications:</b><br>The material should be of the best quality and shall be conforming to SIL specification given in our enquiry. Unless otherwise agreed upon by SIL, no payment shall be due by SIL in respect of any sample. Offers without details of specifications/ applicable catalogues will not be considered and are liable to be rejected.  |
| 9     | <b>Terms of Delivery:</b><br>All suppliers shall quote the lowest prices on ex-works and FOB/FCA basis. Foreign suppliers will also indicate their Indian agent's name and address with percentage of agency commission out of the quoted price, if any. Name and Address of the supplier's Bankers address should also be given. Indian suppliers for the indigenously manufactured/ imported stock shall quote on Ex-works /Free-on-Rail/Road /FOR-destination basis, indicating packing & forwarding charges, if any, separately.   |
| 10    | <b>Transportation:</b><br>Unless otherwise agreed upon, transportation of goods up to the specified destination shall be in Vendor's scope.  |

ALC  
22/1/12

|    |   |
|----|---|
| 11 | <p><b>Taxes and Duties:</b><br/>Unless specified otherwise in the enquiry, All Indian suppliers shall clearly mention Sales Tax/ VAT, Excise Duty, and Service Tax etc, if any, payable in addition to the quoted price and indicate applicable rates/ percentage, item-wise. It will be paid only if Registration Number under State (TIN)/ Central Sales Tax or Service Tax is specifically mentioned in the Bill/Invoice. Vendors without a Sales Tax/VAT registration and applicable Service Tax registration will not be considered.</p>   |
| 12 | <p><b>Insurance:</b><br/>Transit Insurance shall be in SIL's scope only when specifically agreed upon. In such cases, vendor shall intimate dispatch details and value of goods in advance per FAX for transit insurance coverage.</p>  |
| 13 | <p><b>Terms of Payment:</b><br/>Payment will be made within 45 days after receipt, inspection and acceptance of the material (and where involved, Erection and commissioning of the material/ equipment at SIL/Destination) by Crossed cheque and no Bank commission charges are admissible unless otherwise specified/agreed. The Cheque will be sent by registered post and SIL is in no way responsible if loss occurs due to delay by postal authorities and cheques falling into improper hands or through forgery or fraud. For foreign suppliers, the preferred payment term will be on Sight Draft basis and bank charges inside India will be to SIL account and outside India will be to supplier's account. In case supplier desires payment through e-transfer, the same should be specifically mentioned along with requisite details.</p> |
| 14 | <p><b>Bank charges</b><br/>Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.</p>   |
| 15 | <p>Suppliers shall quote competitive price and best delivery for all the items mentioned in the enquiry. SIL reserves the right to reject partial quotations and to place order on overall landed cost basis. Correct date of effecting supplies in the event of an order should be indicated in the offer. If the supplier's quoted terms are different from SIL standard payment terms, interest @ 2.5% plus SBI PLR per annum (or as indicated in the enquiry) will be loaded to the quoted prices for difference of payment period.</p>   |
| 16 | <p><b>Packing:</b><br/>The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit and indicate packing charges, if any, separately. All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection.</p>   |
| 17 | <p><b>Part/Split Ordering:</b><br/>SIL reserves right to Order part of the item/ quantity of the enquiry and split the order among qualified vendors.</p>   |
| 18 | <p><b>Repeat order</b><br/>Repeat order shall be acceptable to the vendor at the same prices, terms and conditions as that in the Basic order.</p>  |
| 19 | <p><b>Inspection:</b><br/>On receipt, the goods shall be subjected to inspection and also test, if necessary, and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.</p>  |
| 20 | <p><b>Consequences of Failure to Deliver:</b><br/>The time stipulated for delivery of goods shall be deemed to be the essence of the contract and delivery must be completed within the stipulated date/s. In the event of supplier's failure to supply the goods by the stipulated date/s, SIL shall be entitled to deduct the price by 1½% per week for the delayed no of weeks or part thereof for the undelivered portion of PO subject to a maximum of 10% of total order value.</p>   |

*Alc*  
24/11/12

|    |  |
|----|--|
| 21 | <p><b>Guarantee/ Warranty certificate and Manufacturer's Test report:</b><br/>Invariably in all cases where it is so stipulated, the supplier should furnish Guarantee/ Warranty certificate valid for a period of 18 months from date of supply or 1 year from the date of receipt, acceptance and commissioning(or more, if provide by OEM whichever is earlier and manufacturer's Test report along with the goods, failing which, SIL shall have the right to reject the goods</p> |
| 22 | <p><b>Test Certificate:</b><br/>Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/SIL nominated agency must be furnished along with supplies.</p>   |
| 23 | <p>All ferrous/ non-ferrous items shall be color coded as per bureau of Indian standards/ or IS standards/ SIL Standards</p>   |
| 24 | <p><b>Recovery of Dues:</b><br/>SIL shall recover any amount due from the supplier or any amount outstanding to the credit of the supplier with SIL and/or by legal action.</p>  |
| 25 | <p><b>Arbitration &amp; Forum for Legal Proceedings:</b><br/>All disputes arising in connection with indigenous/foreign supplies shall be settled through arbitration held at Lucknow, U.P., India and arbitration shall be appointed by C&amp;MD, SIL. Any dispute whatsoever in any way arising out of or relating to a Purchase order shall be referred to Arbitration of the Chief Executive of Scooters India Limited.</p>  |
| 26 | <p>The Courts at Lucknow, U.P., India shall have jurisdiction in respect of any suit or other legal proceeding arising from or relating to this contract The rights and remedies of SIL stated in these General terms and conditions shall be in addition and supplemental to its rights and remedies under law and custom or usage of trade or business and shall in no way be deemed to limit, curtail, supersede or derogate from its said rights and remedies.</p>                 |
| 27 | <p><b>Conflict among other Terms and Conditions</b><br/>In case of conflict between these General Terms and Conditions and any other special or typed conditions agreed to for a particular Purchase order, the latter shall prevail to the extent applicable</p>  |
| 28 | <p><b>Non Assignments</b><br/>The Purchase order shall not be assigned by the vendor to any other party without prior written permission from SIL.</p>   |
| 29 | <p><b>Govt. Policy</b><br/>The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable</p>  |
| 30 | <p><b>Control Regulations</b><br/>Vendor shall arrange for supply and dispatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.</p>   |
| 31 | <p>Only those offers will be considered which are in line with Scooters India Limited (SIL) requirements and are unconditional</p>   |
| 32 | <p>SIL reserves the right to accept or reject any bid without assigning any reasons</p>  |
| 33 | <p>SIL reserves the right to call bidders for making technical presentation before finalizing the bids.</p>  |
| 34 | <p>The Tender should be deposited in the tender box kept at the <b>Administrative Building</b> Scooters India Limited, Sarojini Nagar, Lucknow or sent by Registered/ Courier only so as to reach on or before scheduled time. The offer so received shall be opened in the office of the SM (Materials) on the Due Date or on any convenient subsequent date in the presence of tenderer/rep. who so ever like to be present.</p>   |

*Alc*  
24/1/12

|    |  |
|----|--|
| 35 | No Email /Telegraphic /Fax quotation will be accepted. Offers received after due date & time will not be considered.   |
| 36 | For all other Terms & conditions, if the offer is not confirming to the same, SIL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However SIL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening  |
| 37 | SIL reserves the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any conditions, clauses or terms stated. The addendum so issued shall form part of the original tender.   |
| 38 | In case the offer is not accepted the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the tenderers in connection with the tender   |
| 39 | The tenderers shall have no right to issue addendum to tender document to clarify, amend, supplement or delete any of the conditions or clause or items stated there in  |
| 40 | <p><b>Tenderers must ensure the following while submitting the tender:</b></p> <p>(i) That every page of tender document is duly signed by the tenderer before submitting the tender.</p> <p>(ii) That in all cases, rates quoted against individual item/lot is/ are invariably quoted in figures as well as in words</p> <p>(iii) The Quotation should be free from overwriting and erasures. Corrections and additions, if any, must be attested. Supplier should indicate in the quotation dimensions (Size), weight, rate etc., in the metric system unless the enquiry calls for different unit.</p> |
| 41 | In case of any clarification regarding tender documents & Technical details party may visit SIL on any working day with prior appointment & contact SM (Malts)   |
| 42 | Delivery will be as per SIL schedule, normally SIL releases quarterly (Rolling) schedule of one month firm and <b>two months tentative</b> .   |
| 43 | Party to quote their supply lead time. Preferably lead time <b>10 days</b> from release of schedule by SIL for Local Parties and for others <b>15 days</b> .   |
| 44 | Scope of work and scope of supply is also enclosed separately.   |
| 45 | Excise duty, if leviable, documents for CENVAT need to be given. In case of excisable goods duplicate of transporter copy of Invoice shall accompany the consignment to avail CENVAT benefit. Payment on this account shall be regulated against CENVAT document only  |
| 46 | The party should give a certificate that they agree to the scope of work and supply  |
| 47 | Life of the item shall be indicated in case of Shelf Life Items.   |
| 48 | Delivery schedule as decided by SIL shall be applicable  |
| 49 | In case, any of the documents/ information furnished is found to be false/ forged the action by SIL (i.e. inclusion of the firm in holiday list apart from other penal action) shall be binding  |
| 50 | Please indicate minimum quantity supply in one schedule  |
| 51 | Price comparison shall be done landed price net of CENVAT considering basic price, taxes, freight discount, payment term/ credit period etc  |
| 52 | Quoted prices shall be firm and applicable for the P.O quantity. In case firm price is not acceptable price variation (increase or decrease) formula, bench mark prices along with supporting documents shall be furnished along with offer as per Annexure.   |
| 53 | <p>Party should give following declarations:</p> <p>a. We, hereby certify that we have not been blacklisted by any Public Sector Undertaking / Public Department.</p> <p>b. I have gone through the terms and conditions given in your above tender form, is accepted and agreed by us.</p>  |

*Al*  
24/11/12

|    |   |
|----|---|
| 54 | If an authorized stockiest/dealer of the vendor, authorization letter from main Vendor/dealership certificate shall be furnished.   |
| 55 | <p><b>Force Majeure:</b> If SIL or the supplier be prevented from discharging its or their obligation under their Agreement by reason of all acts of God including fire, earthquake, flood etc and other force majeure like war, violence, riots, lockout, strikes etc or on account of any other cause beyond SIL or the supplier's control and interfering with the production or delivery of the materials as scheduled, the time for delivery shall be postponed by the time or times during which production and/or delivery is prevented by any such causes as hereinabove mentioned.</p> <p>Provided that in the event of such delay exceeding 90 days, the party other than the party which invokes the force majeure may, at their option, cancel this agreement by notice in writing to the other party in respect of the undelivered quantity of material without, however, any right against or being responsible to the other party for such cancellation.</p> <p>The party invoking force majeure shall, within 15 days of the occurrence of force majeure causes, put the other party notice intimating the cessation of such causes. If force majeure condition continues beyond a period of six months, SIL or the suppliers may at his option cancel this agreement by notice in writing to the other party in respect of the undelivered quantity of materials without, however, any right against or being responsible to the other party for such cancellation.</p>  |
| 56 | <p><b>Negotiations:-</b><br/>Vendor shall quote competitive price and best delivery to avoid negotiations.</p>  |
| 57 | Cost Sheet, if enclosed as annexure, dully filled for each component, should accompany the offer.   |
| 58 | <p><b>Rejection:</b> The stores upon receipt at SIL, shall be subject to inspection and tests and SIL's Inspector's decision as regards acceptance/rejection of goods shall be final and binding on the supplier.</p> <p>(a) If any stores are rejected SIL shall be at liberty to allow the supplier to replace the rejected stores or rectify and resubmit the stores within such time as may be specified by SIL, the supplier shall bear the cost of removal, replacement and rectifications including all incidental cost of unpacking/and freight.</p> <p>(b) In case of production loss, SIL shall have the right to buy the quantity of stores rejected or others of a similar nature elsewhere, by any source and difference in the cost purchase w.r.t the said supplier cost shall be debited to supplier account.</p> <p>(c) Material not conforming to required design and drawing and other specifications as indicated specifically shall be not rectified, if so desired necessary by SIL, either in its factory or through an outside party.</p> <p>(d) Any stores rejected by SIL's Inspectors shall be removed by the supplier within 7 days from the date of receipt of intimation of rejection and at his own cost falling which the supplier shall be liable to pay storage @ 1% for each day of delay on the invoice value of the stores. If the stores are not removed within a month from the date of rejection, the stores will be liable to be disposed of by SIL at the supplier's risk and responsibility and the proceeds adjusted towards storage charges.</p> <p>(e) Terminate the contract and recover from the supplier the loss which SIL may, thereby, incur.</p> |
| 59 | <b>Integrity pact:</b> Vendor should sign the enclosed Integrity Pact document.   |
| 60 | The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 shall be applicable while evaluating the tender. In this regard the Micro, Small Enterprises quoting should attach a declaration that they are MSEs with requisite documents as proof (Registration number and date) thereof to be eligible for the stipulation in the above Act.   |

For and on behalf of Scooters India Limited

AK  
24/11/12

## **Annexure II**

### **Special Terms and Conditions**

Provide Audit Report for VAT Audit under UP VAT Act 2008 for F.Y. 2013-14 based on Audited Annual Accounts 2013-14 & likewise for F.Y. 2014-15.

The qualification of professional for carrying out above work should be Chartered Accountant / Cost Accountant & should be in whole time practice as required Under UPVAT Act 2008.

(Please attach membership No. and Certificate of Practice as a proof)

The Chartered Accountant / Cost Accountant should have office at Lucknow.

Accepted and Signed (affixed with stamp) Integrity Pact, General terms and conditions special terms and conditions must be enclosed.

The Company will not be responsible for providing any hardware, software, manpower etc. for Audit work. The company will provide only relevant records & Annual Accounts for F.Y.2013-14 & F.Y. 2014-15. Any additional information required for VAT Audit shall be provided as and when requested.

The payment will be done only after the completion of each Audit and receipt of Audit Report for respective financial year.

100% of bill amount will be paid within 30 days after providing the Audit Report for respective year and submission of bills for relevant year.

### **Bid Evaluation Criteria**

The work will be awarded to LI bidder on the basis of lowest premium quoted in totality against the maximum stipulated amount of Rs. 18000/- for both financial years (Rs. 9000/- for each year) and fulfilling all the conditions of tender.

Note: In case of any queries/assistance you are free to visit the factory on any working day between 08:00 AM to 04:30 PM before due date of opening the tender.



## Annexure III

### CHECK LIST

(Please ensure that following documents/details have been enclosed /accepted)

| Sl.No | Particulars  | Status | Please tick<br>(√) |
|-------|--|--------|--------------------|
| 1     | Every page of tender duly signed   | Yes    |                    |
| 2     | Validity of offer 30 days from the tender opening date   | Yes    |                    |
| 3     | Quoted prices shall be firm for validity period  | Yes    |                    |
| 4     | We have gone through the terms and conditions given in your above tender form, is accepted and agreed by us  | Yes    |                    |
| 5     | Price bid :party to indicate service tax, etc<br>All column of price bid filled up in the price bid  | Yes    |                    |
| 6     | Rates quoted against individual service in figures and also in words in price bid  | Yes    |                    |
| 7     | 100% of bill amount will be paid within 30 days after providing the Audit Report and submission of bills.  | Yes    |                    |
| 8     | The qualification of professional for carrying out above work should be Chartered Accountants / Cost Accountants & should be in whole time practice as required Under UPVAT Act 2008.<br>(Please attach membership No. and Certificate of Practice as a proof            | Yes    |                    |
| 9     | Integrity Pact document ,General terms and conditions, special terms and conditions accepted and Signed (affixed with stamp) by Party  | Yes    |                    |
| 10    | S.I.L. reserves the right to reject any offer due to non-compliance with the above conditions and/or non-receipt of this form in duly filled condition - <b>Agreed</b>   | Yes    |                    |
| 11    | Certificate of Address at Lucknow (Attach self declaration with Address)   | Yes    |                    |
| 12    | Following declarations on party letterhead enclosed<br>a) We hereby certify that we have not been blacklisted by any Public Sector Undertaking/Public Department.<br>b) We have gone through the terms and conditions given in your tender, is accepted and agreed by us |        |                    |

Annexure IV

Price Bid

Name Of firm:-

| Sl.No. | Description                                    | Basic Rate (exclusive of Taxes)<br>(in Rupees) |          | To be filled<br>by the Party | Total |
|--------|--|--|----------|------------------------------|-------|
|        |  | In digits                                      | In words | Service tax<br>(%)           |       |
| 1.     | VAT Audit Under VAT<br>Act 2008 for FY 2013-14 |  |          |                              |       |
| 2.     | VAT Audit under VAT<br>Act 2008 for FY 2014-15 |  |          |                              |       |

Note- Total Audit fee inclusive of Service Tax should be Rs. 18000/- or below for two financial years ie. Rs. 9000/- or below for each year.

Date:

Signature & Seal

**INTEGRITY PACT**

Between <

SCOOTERS INDIA LIMITED (SIL) hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

AK  
25/06/12

- c. The Principal will exclude from the process all known prejudiced persons.
2. If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principles' employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not, enter with other Bidders(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be

AK  
25/06/12

disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Buyer in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to take action as per the procedure.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee/if any.

### **Section 5 - Previous Transgression**

1. The Bidder(s) declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure.

### **Section 6 - Equal treatment of all Bidder / Contractor / Subcontractor**

*AW*  
25/06/12

1. The Bidder(s)/Contractor(s) undertakes(s) to demand from all subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7- Criminal Charges against violating Bidders(s)/Contractors(s)/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Office.

#### **Section 8 - Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson, SIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual

Ak  
25/06/12

relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard subject non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, SIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the SIL Board.
8. If the Monitor has reported to the Chairman SIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman SIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continued to be valid despite the lapse of this pact as specified above, unless it is discharged, determined by Chairman of SIL.

#### **Section 10 - Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Lucknow.

*AK*  
25/06/12

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Heintz  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & on behalf of the Bidder/Contractor)  
(Office Seal)

Place:

Date:

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

AW  
25/06/11