

SCOOTERS INDIA LIMITED
Sarojini Nagar,
Lucknow - 226008

(Phones: 0522-2476090, 2476242 (Exchange) Direct: 0522-2476139)
Fax: 91-522-2476190 Email: materials@scootersindia.com

ENQUIRY

M/s.
.....
.....
.....

Enquiry No: 1300197

Enquiry Date: 26th July' 2010

Due Date: 17th Aug' 2010

Dear Sir,

Please submit your quotation in sealed cover super scribed with Enquiry No. & date and due date subject to our terms and conditions enclosed (for the materials as per Annexure-II) so as to 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

Please give reference of Enquiry No. date and due date in all your correspondence for prompt action. In case if you are not making the offer please post a regret letter and return the documents.

Thanking you,

Yours faithfully,
For SCOOTERS INDIA LIMITED

(A.K. MISHRA)
SR. MANAGER (Matls.)
Mob. No. 09335227236

NOTE:

- 1. FOR HARD COPIES OF DRAWING CONTACT WITH SR. MANAGER (MATLS.) AND ADDRESS MENTIONED AS ABOVE.**
- 2. VENDORS WHO ARE OEM^S TO MAJOR AUTOMOBILES MANUFACTURERS ONLY ELIGIBLE. THEY MUST ENCLOSED LIST OF SUPPORTING DOCUMENTS WITHOUT WHICH YOUR OFFER SHALL NOT BE CONSIDERED.**

Important:

Taxes & Duties quoted by you will be taken for cost evaluation and order placement and no change will be entertained later except in the case of changes made by the Government. Changes in Taxes and Duties because of the changes in Turnover etc. also be to the supplier's account. In case no tax/duty is included, a self declaration for the exemption may be attached along with the offer.

Please fill up vendor registration form which is available on our website (www.scootersindia.com) and send it along with your quotation, otherwise your quotation will not be considered. (Ignore this if you have already submitted this form)

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

Sr No	Particulars
1	SIL Means Scooters India Limited
2	Vendor/Supplier Means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services
3	Quoted prices shall be vary as per price verification formula Refer Annexure ‘C’. This should be submitted along with price bid.
4	Quotation 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 goods and the supplier quoting against this enquiry shall, unless specifically stipulates any different terms or conditions, be deemed to have read and agreed to the same. Quotations in sealed envelop with tenderer’s distinctive seal, superscripting enquiry number, date and due date are to be submitted so as to reach on or before due date & time, addressed to Sr. Manager (Materials) Scooters India Limited, P.O. Sarojini Nagar, Lucknow 226 008, U.P.(India) , Price bid containing prices quotes. 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.
5	Delayed/ Late Tender: Any tender received after the due date shall not be considered.
6	Validity of Quotation: 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	Revision of Price bid: 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	Conformity to Specifications: 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	Terms of Delivery: 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	<p>Transportation: Unless otherwise agreed upon, transportation of goods up to the specified destination shall be in Vendor's scope.</p>
11	<p>Taxes and Duties: 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>Insurance: 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>Terms of Payment: 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>Bank charges 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>Packing: 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>Part/Split Ordering: SIL reserves right to Order part of the item/ quantity of the enquiry and split the order among qualified vendors.</p>
18	<p>Repeat order Repeat order shall be acceptable to the vendor within six months from the date of the Basic order at the same prices, terms and conditions as that in the Basic order.</p>
19	<p>Inspection: 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>Consequences of Failure to Deliver: 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 reduce 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% total order value.</p>
21	<p>Guarantee/ Warranty certificate and Manufacturer's Test report: 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>Test Certificate: 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 colour coded as per bureau of Indian standards/ or IS standards/ SIL Standards</p>
24	<p>Recovery of Dues: 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>Arbitration & Forum for Legal Proceedings: 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&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>Conflict among other Terms and Conditions 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>Non Assignments The Purchase order shall not be assigned by the vendor to any other party without prior written permission from SIL.</p>
29	<p>Govt. Policy The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable</p>
30	<p>Control Regulations 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 Administrative Building 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>

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	Tenderers must ensure the following while submitting the tender: (i) That every page of tender document is duly signed by the tenderer before submitting the tender. (ii) That in all cases, rates quoted against individual item/lot is/ are invariably quoted in figures as well as in words (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.
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 two months tentative.
43	Party to quote their supply lead time. Preferably lead time 15 days from release of schedule by SIL.
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 `C`
53	Party should give following declarations: a. We, hereby certify that we have not been blacklisted by any Public Sector Undertaking / Public Department. b. I have gone through the terms and conditions given in your above tender form, is accepted and agreed by us.

54	If an authorized stockiest/dealer of the vendor, authorization letter from main Vendor/dealership certificate shall be furnished.
55	Registration, if applicable under The Micro, Small Medium Enterprises Development Act, 2006 may be mentioned giving registration number and date. If not mentioned, it shall be construed that the vendor is not covered by the said Act.
56	<p>Force Majeure: 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>
57	<p>Negotiations:-</p> <p>Vendor shall quote competitive price and best delivery to avoid negotiations.</p>
58	Cost Sheet enclosed as Annexure-D dully filled for each component should accompany the offer.

For and on behalf of Scooters India Limited

CHECK LIST (Tender No. and due date)

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

Sr No.	Particulars	STATUS **
1	Every page of tender duly signed	Yes/No
2	Declaration that Party accepts the SIL's scope of work and supply	Yes/No
3	List of OEMs/Parties to whom supplies are being made - Enclosed	Yes/No
4	Party's declaration of the number of components supplied to OEMs/ other parties during last three calendar years with Model No./Make : Enclosed	Yes/No
5	Certificate of origin for all imported items, as applicable : Enclosed	Yes/No
6	Relevant catalogues, literature, drawings for the items : Enclosed	Yes/No
7	copy of conformance certificates for components as per AIS ----- ----- and BIS: ----- along with drawings and documents as required by test agencies : Enclosed	Yes/no
8	List of spare parts along with price list : Enclosed	Yes/No
9	Details of service network : Enclosed	Yes/No
10	Validity of offer 90 days from the tender opening date	Yes/No
11	Delivery requirements Free delivery at our Stores or FOR destination(as indicated in the enquiry)	Yes/No
12	Warranty unless specifically mentioned in the enquiry 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 one year from the date of receipt, acceptance and commissioning (or more, if provided 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.	Yes/No
13	Terms of payment Payment will be made within forty five days after receipt, inspection and acceptance of the material at SIL and where involved, erection and commissioning of the material/equipment at SIL/destination), by Crossed Cheque and no Bank commission charges are admissible.	Yes/No
14	Penalty for late delivery 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 reduce 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% total order value	Yes/No
15	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 - Agreed	Yes/No
16	Supply lead time indicated in days/months	Yes/No
17	Authenticated certificate relating to Registration under the Micro Small, Medium Enterprises Development Act 2006, if applicable. Enclosed	Yes/No

18	Quoted price shall be firm and applicable for the P.O. quantity, otherwise price variation formula, bench mark prices along with supporting documents shall be furnished along with offer. : Accepted and Enclosed	Yes/No
19	Following declarations on party letterhead enclosed a) We hereby certify that we have not been blacklisted by any Public Sector Undertaking/Public Department. b) We have gone through the terms and conditions given in your above tender form, is accepted and agreed by us	Yes/No
20	Price bid :party to indicate service tax, sales tax etc - All column of price bid filled up in the price bid	
21	All parts quoted against individual items in figures and also in words in price bid	Yes/No
22	Bill of material with part identification, manufacturers Part No. with separately indicated indigenous and imported content along with price and model & make : Enclosed	Yes/no
23	If transit insurance is excluded from the quoted rate, it should be clearly mentioned.	Yes/No

** (Strike out whichever is not applicable)

PRICE BID

Annexure 'II'

Suppliers name:

Enquiry No. 1300197

Date 26th July, 2010

Sl. No.	Material Code	Description	Unit	Quantity	To Be Filled by Vendor		Remarks
					Rate	Minimum Qty. Acceptable	
1	43590051	Chassis Plate	Number	8000			
2	43656335	Name Plate	Number	40000			
3	43690007	Decal For Choke	Number	16500			
4	44156336	750 D Model Plate	Number	10500			
5	44190011	Decal For Stop Cable	Number	38000			
6	44190012	Decal DE	Number	40000			
7	44190013	Decal For Wiper	Number	37000			
8	44190014	Decal Engine Switch	Number	26000			
9	44556336	Model Plate 450 D	Number	40000			
10	44590051	Chassis Plate	Number	25000			
11	44890014	Decal For Starter Switch	Number	40000			
12	46790052	Compliance Plate	Number	3000			

To be filled by Vendor clearly in terms of percentage stating whether basic price is inclusive of the charges or will be charged extra.

- 1 Basic price
- 2 Terms of delivery FOR Scooters India Limited / FOR Lucknow / Ex-Works
- 3 Percentage of excise duty / Cess inclusive / extra
- 4 Percentage of Sales tax-CST / VAT inclusive / extra
- 5 Percentage of packing & forwarding inclusive / extra
- 6 Percentage of Transit Insurance Inclusive / extra
- 7 Percentage of Discount of basic price
- 8 Others, if any, may be specified in percentage
- 9 Payment term (credit period in days) in case SIL's terms of payment is not acceptable.
- 10 Octroi

Signature of Supplier

Dated:

COST – SHEET

Name of the Party :		Enquiry No.:					
		Date :					
		Page :					
Address of the Party :							
Assembly No. :							
Part No. :							
Item Description :							
Drawing No. :							
Product (Model) :							
(A) <u>Material Cost Per Piece:</u>							
Description				Present (Rs.)		Previous (Rs.)	
Raw Material Specification							
Raw Material Rate Per Unit							
Raw Material Input Weight							
Gross Material Cost							
Finished Weight							
Scrap Weight/Part							
Scrap Rate							
Credit Scrap Recovery							
Process Loss							
Other Directly Purchased Items							
Number, Quantity & Rate							
Cost of the above items							
Net Material Cost per piece							
(B) <u>Conversion Cost Per Piece:</u>							
Opn. No.	Process Name	Machine	Rate/Unit	Base Unit	No. of Strokes	Conversion Cost(Rs)	
						Present	Previous
Net Conversion Cost Per Piece :							
<u>Other Overheads</u>							
Description				Present (Rs.)		Previous (Rs.)	
Labour Overhead Cost							
Inventory Carrying Cost							
Profit							
Packing & Forwarding							
Transportation							
Excise Duty							
Sales Tax							
Net Rate of the Part							
<ul style="list-style-type: none"> • Strike off where not Applicable. • Assembly No. to be filled by SIL. 							

SIL – SPECIAL TERMS AND CONDITIONS

1. Criteria for quantity distribution shall be as follows:-

Item Sl. No.	Distribution (in %)		
	L1 Source	L2 Source	L3 Source
1 to 12	80%	20%	NIL

2. Prices shall be very as price variation formula as annexure 'c' and shall be incorporated with Purchase Order.

SCOOTERS INDIA LIMITED
LUCKNOW

PRICE VARIATION FORMULA (Column A,B,C,&D to be filled by vendor at the time of submission of offer)

Annexure C

Sl. No.	Part No.	Descriptions	Existing Rate As on..... A	Input RM Specification	Weight Kg C	Element		Increase per piece $F=CX(E-D)$	Revised Rate As on..... $G=A+Fa+Fb+Fc$
						Ref. Rate Rs. As on..... D	Ref. Rate Rs. As on..... E		
1	43590051	Chassis Plate		(a)					
				(b)					
				(c)					
2	43656335	Name Plate		(a)					
				(b)					
				(c)					
3	43690007	Decal For Choke		(a)					
				(b)					
				(c)					
4	44156336	750 D Model Plate		(a)					
				(b)					
				(c)					
5	44190011	Decal For Stop Cable		(a)					
				(b)					
				(c)					
6	44190012	Decal DE		(a)					
				(b)					
				(c)					
7	44190013	Decal For Wiper		(a)					
				(b)					
				(c)					
8	44190014	Decal Engine Switch		(a)					
				(b)					
				(c)					

9	44556336	Model Plate 450D	(a)					
			(b)					
			(c)					
10	44590051	Chassis Plate	(a)					
			(b)					
			(c)					
11	44890014	Decal For Starter Switch	(a)					
			(b)					
			(c)					
12	46790052	Compliance Plate	(a)					
			(b)					
			(c)					

CONDITIONS

- (1) Price increase/decrease shall be considered only for those elements which are major direct input of components
 - (2) For reference rates only standard parties/News Papers rates shall be considered
 - (i) Economics Times: - For Copper, Zinc, Tin Brass, and Rubber.
 - (ii) M/s Rasiya Ispat for carbon steel for manufacturing of turn components Nut, Bolt Stud & Pin etc.
 - (iii) For aluminium HINDALCO
 - (v) M/s Steel Authority of India, Tata Steel: - for Steel.
- No increase shall be considered on account of labour and over head etc.
- (4) Price will be reviewed thrice in a financial year on quarter ending 30th June, 30th Sep. & 31st Dec. and will be considered if variation is beyond $\pm 5\%$. In any case escalation beyond 15% for the whole year of the material cost will not be acceptable to SIL.