

MARUTI SUZUKI INDIA LIMITED
Palam Gurgaon Road Gurgaon-122015
SVR- Department

General Terms and Conditions for Sale of Casting shop & Machine shop process Scrap

- 1 Tender (closed bid), for purchase & removal of the Scrap material as per item code and Qty., given in the Tender, should be submitted, before the Closing Date & Time mentioned therein.
- 2 The Tender not found in accordance with the Terms & Conditions is liable to be rejected.
- 3 The Tender would be opened by the officer authorized by MSIL management, after expiry of the tender closing date & time. MSIL reserves right to accept or reject the Bid without giving any notice and / or assigning any reason in accordance with its internal policies and procedures without any notification to the bidders. Also, MSIL may reserve the right to select or drop the Bids for further evaluation.
- 4 Each trader is entitled to submit only one bid. MSIL reserves the right to cancel the bid forthwith, in case more than one bid is found, without giving any notice. MSIL shall not be liable to pay for any loss or compensation in respect of such termination.
- 5 Each trader shall be deemed to acknowledge that they have carefully read the entire invitation for bid, including all forms, schedules and annexure and have fully informed themselves as to all existing conditions and limitations.
- 6 This invitation to bid is not an offer and is issued with no commitment. MSIL reserves the right to withdraw the invitation to bid and change or vary any part thereof at any stage. MSIL also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- 7 Timing and sequence of events resulting from this invitation to bid shall be determined by MSIL.
- 8 No oral conversations or agreements with any employee of MSIL shall affect or modify any terms of this invitation for bid.
- 9 Successful selected bidders will have to sign a Non-Disclosure/Confidentiality Agreement with MSIL.
- 10 Traders can participate only based on their Pre-qualification for particular category.
- 11 The Scrap material for sale is classified as per the details given below. The Indicative Quantity / Tentative Quantity is / are given in the Tender.

Ferrous Items-

<u>Item Code</u>	<u>Location</u>	<u>Description</u>
1107N	MPTE	Scrap Steel Chips – Wet
CH02	GGN	Scrap of Iron and Steel (MS Chips)
CH03	GGN	Scrap Iron & Steel (CI Chips)
1003N	MPTE	Scrap Cast Iron Chip
1020N	MPTE & K	Scrap of mutilated steel components
3025N	MPTE & K	Scrap of forging steel component
1043N	MPTE & K	Scrap of Non-Ferrous Chips with Cast Iron
CIAL	GGN, MPTE & K	Mix scrap of cast iron with aluminum chips
CC01N	GGN	Scrap of Iron & Steel (Muti /Dmgd CI Casting Component with minor Aluminum)

CC01M	MPTC & MPTC	Scrap of Iron and Steel (Mutilated /Damaged CI Casting Component with minor Aluminum)
MSCHPK	K	Scrap of MS chips
CICHPK	K	Scrap of CI chips
CC01-K	K	Scrap of Iron & Steel (Muti /Dmgd CI Casting Component with minor Aluminum)

Aluminum items-

<u>Item Code</u>	<u>Location</u>	<u>Description</u>
WEA-SCRAP	MPTC	Scrap of Aluminium Dross, Film, Chips with Sand
AG01	GGN, MPTC & K	Aluminum Gates with wire mesh
AD01	GGN	Scrap of Aluminum Dross
CH01-N	GGN	Mix Scrap of Aluminum Chips/drips with Iron Content
1042N	MPTC	Scrap of Non-Ferrous Chips (Aluminum Chips)
MCALD	MPT C	Scrap of Non-Ferrous Dry Aluminum Chips
2013N	MPTC	Scrap of Non-Ferrous Bundled Aluminum Chips.
CH05-N	GGN	Mix Scrap of Non-Ferrous (Bundled Aluminum Chips with Iron content)
ALDRK	K	Scrap of Aluminium Dross, Film, Chips with Sand
ALCHK	K	Mix Scrap of Aluminum Chips/drips with Iron Content
ALBNDK	K	Scrap of Non-Ferrous Bundled Aluminum Chips.

- 12 **Quantity:** H1 bidder shall be committed to lift 100% quantity at H1 rate.
- 13 The quantities, given in the On-line Tender, are approximate only and not binding on MSIL in any way. MSIL is not responsible for any loss / damage that the tenderer may suffer / sustain owing to change / shortage or increase or defect in the quantity.
- 14 MSIL RESERVES THE RIGHT TO WITHDRAW AT ANY TIME ANY MATERIAL IN FULL OR PART WITHOUT ASSIGNING ANY REASON THEREOF.
- 15 All kinds of scrap, offered in respect of each allotted scrap, would have to be taken by the successful bidder, on "As Is Where Is Basis". No guarantee can be given regarding its quality and NO SEGREGATION WOULD BE ALLOWED.
- 16 Casting & Machine shop process scrap is to be lifted from MSIL Gurgaon plant, MSIL Kharkhoda plant and MSIL Manesar Plant as per schedule. No change in schedule will be entertained. If a buyer misses any schedule, MSIL reserves the right to accept or reject request of extension / change of schedule.
- 17 The material as offered has to be lifted by the party.
- 18 Casting and Machine shop process scraps are generated on regular basis and will be required to be lifted from pre-specified location on daily basis
- a. For Mix scrap of Cast iron with Aluminum chips and Scrap Cast Iron chips category of Scrap, Selected parties would have to place trucks below Machine Shop Conveyor Chutes of all plants of MSIL (wherever required), at all times – in A / B / C shifts including Sundays & Holidays.

b. Casting shop & Machine shop process Scrap is loaded approx. till 1 ft below the Top Level of truck Body, as per MSIL Safety Norms. No request / Complaint, in this regard, would be accepted.

- 19 Casting & Machine shop process scrap is to be loaded in leak proof Dumper truck (all plants of MSIL) .Trucks to be provided by traders as per daily requirements. Safety parameters for trucks to be ensured as below.
- a) Battery terminal covered with insulation.
 - b) Junction box terminals covered with insulation.
 - c) All electrical connections/wires covered with insulation.
 - d) Gap between driver cabin and truck body to be covered, so that material does not fall in the said gap.
- 20 MSIL reserves the right to withdraw at any time, any items in full or part without assigning any reason thereof. At the time of delivery any material found useful can be withheld without assigning any reason thereof.
- 21 All kinds of scrap offered, under the category, would have to be taken by the tenderer. No guarantee can be given regarding its quality. No segregation would be allowed.
- 22 **Price Basis:** The prices to be offered are Basic prices for all the plant locations of MSIL (**inclusive of Loading Charges**), in Rs per Ton.
- a) The buyer shall also liable to pay taxes, levies, cess, duty, etc. as applicable at the time of invoicing.
 - b) Final billing invoice would include applicable taxes i.e. GST, Cess (if any) and TCS. Any new tax imposed by the state / central Govt. will also be borne by the buyers.
- 23 **Contract Validity Period:** As given in the On-Line Tender.
- 24 **Price validity:** The selling price will be valid for the entire duration of Contract Validity period with no price revision during the period.
- 25 **Earnest Money Deposit (EMD)**
- a. EMD, **as indicated in the Tender**, must be remitted by crossed Demand Draft / RTGS drawn in favour of Maruti Suzuki India Limited, on any Indian scheduled Bank payable at New Delhi, along with the tender documents. **NO OTHER MODE OF PAYMENT WILL BE ACCEPTED.**
 - b. The EMD of the unsuccessful tenderers shall be refunded within 4-weeks after the award of the contract to the successful bidder(s).
 - c. EMD of successful tenderers would be retained and adjusted against Security Deposit for the Tender. EMD is liable to be forfeited in the event the successful bidder(s) fails to deposit the Security Deposit.
 - d. No interest will be payable by MSIL to the tenderer on the amount of the EMD.
- 26 **Security Deposit:** Successful bidders will be required to submit Security Deposit with MSIL **@5% of Basic amount + Taxes etc.**, of the quantity allotted.
- a. Full amount of Security Deposit has to be deposited before the date of start of tender. Invoicing of vehicles will start only after receipt of full Security amount.
 - b. The Security Deposit shall be refunded after successful completion of contract only.
 - c. MSIL has the right to forfeit this security in the event of non-fulfillment of any of the terms & conditions of tender / contract. This is, however, without any prejudice to all rights of MSIL, any type of loss /damage which it may suffer due to breach of any of the terms & conditions of tender/contract by the tenderer.
 - d. No interest will be payable by MSIL to the tenderer on the amount of the Security Deposit.

27 **Payment Terms:** The contractor will be required to pay the money for scrap to be lifted, at least 1 day in advance in term of DD / RTGS only and receipt of the same to be produced at the time of collection of the scrap.

28 **Penalty for non-Lifting of scrap:**

- a. The quantity of scrap may vary as per production volumes. Penalty for not lifting as per plan / schedule will be @10% of the value of the quantity per day.
- b. In addition to above **point no-a** ,in case the material is not lifted as per schedule for one week, and / or in the event of non-fulfillment of any terms and conditions of tender / contract, the contract will be terminated with immediate effect without giving any prior notice. MSIL reserves its rights to forfeit the security amount and dispose off the material, to any other party / parties. In such event, the successful tenderer shall be liable to pay loss or damages to MSIL arising out of the said transactions.
- c. In case of failure to provide the trucks as per daily requirement, MSIL reserve the right to impose penalty @1000 per truck for the same day.
- d. Penalty for left over material on last day of the tender period will be @10% of the value of left over quantity on trader.
- e. Any Penalty imposed by MSIL will attract GST as applicable. Moreover any new tax imposed by the state/central Govt., in this regard will be borne by the buyers.
- f. In case of loaded truck parked at Weigh Bridge for more than 1 day due to non-availability of fund Penalty will be imposed @ Rs 1000 per truck / day
- g. MSIL reserves the right to levy penalty for failure to follow the Environmental rules related to transportation/storage/handling of the Casting and Machine shop process scrap items, penalty will be imposed @Rs.5000 per truck.
- h. Trucks model **not older than 10 years** will only be allowed to lift Casting and Machine shop process Scrap.
- i. Penalty of Rs.1000 will be charged for any truck breaks down inside MSIL. Repair of any kind is not allowed for Trucks inside MSIL. Trucks are to be taken out by toeing using crane only.
- j. Any violation of MSIL rules shall be dealt in accordance with the Vigilance rules and processes and shall attract penalty.

29 **Delivery:**

- a. Arranging the required number of trucks at required time, on daily basis without fail, is the responsibility of the buyers, to prevent any material falling on the ground. It is the responsibility of the buyers to prevent any material falling on the ground. After loading of wastes in the bidder truck, the responsibility of any loss/damage because of spillage or waste will be that of the bidder.
- b. It is party's responsibility that after loading from conveyor, material should not fall on ground once truck starts moving i.e. it should be covered from all sides to prevent any spillage of material.
- c. The delivery of Scrap is Ex-factory (Maruti Suzuki India Ltd plants at Gurgaon / Manesar/ Kharkhoda). It is the responsibility of the buyer to meet all the regulatory requirements after taking the delivery at MSIL gate. Any loss or damage caused to MSIL because of any unforeseen circumstances or any instance of license impoundment or like instances, the bidder shall be liable to reimburse the amount of losses directly related to or incidental to any such instances.
- d. Trucks loaded after close of "Invoicing Hours of SVR Deptt." will be invoiced on the next working day. Any detention charges for the trucks will have to be borne by the buyers.

Loading facility available at MSIL shall include forklift of up to 3 tons and the labors. Other facilities required for lifting and transport of waste is required to be arranged by the bidder at its own cost. The Buyers must arrange the required number of trucks as per schedule given in Tender Sheet or communicated through mail or phone, for lifting of Scrap.

30 Other Terms and Conditions:

- a. The tender is liable to be rejected and participation in the tender will not be permitted in the event of incomplete tender bids (without EMD). Any remarks to be filled by the bidder should be checked thoroughly by the bidder before submission of the bid.
- b. Penalty, Rs 5000/- (Rupees Five Thousand) + Taxes would be imposed on Tender bids rejected on this account.
- c. MSIL may modify, add, amend any of the terms & conditions herein and any such change shall be valid and binding on the bidder.
- d. The materials are sold on 'AS IS WHERE IS BASIS'. No complaint in regard to quality / type of the materials will be entertained. The materials once sold will not be taken back under any circumstances.
- e. Materials would be weighed on MSIL's weigh bridge. No request for weighing or re-weighing the material at other than MSIL's weigh bridge will be accepted in any circumstances and no claim in this regard will be entertained at any point of time. The weighing at MSIL's weigh bridge will be binding between the parties of the contract.
- f. MSIL can enter into parallel contract(s) with more than one party for this scrap disposal.
- g. The party awarded the contract of lifting the scrap is forbidden to sub-let the contract to the third party. The contract shall be terminated with immediate effect in the event the successful tenderer found involved in such type of activities and he/she/they shall be debarred from participating or submitting tender in future with MSIL.
- h. The tenderer is not entitled to any benefit / advantage due to any clerical error or mistake, which may occur in the general specifications / terms & conditions, **On – Line Tender** offer **communicated** to the tenderer. The tenderer shall in good faith notify MSIL of any such clerical error or mistake.
- i. Bribe commission and gifts : Any bribe, commission or gift or advantage, offered or promised by or on behalf of tenderers, to any official of the Company, shall render the tender liable for rejection. This is without prejudice or any criminal proceedings against him / them. Any canvassing by or on behalf of tenderer will also renders the tender / contract liable for rejection.
- j. Contractor/ Party ensures that Contractor/ Party does not have any conflict of interest with any employee of MSIL.
- k. Any damage or loss caused to any material, equipment's, machines, building or other property belonging to the company's visitors or other contractors, resulting from purchaser or any of the purchaser's men's negligence shall be liable to be made good by the purchaser. The company shall not be responsible for any claim of damage / loss to property and / or persons of purchaser arising due to any mishap while working in the company. Any loss or damage caused to MSIL because of any unforeseen circumstances or any instance of license impoundment or like instances, the bidder shall be liable to reimburse the amount of losses directly related to or incidental to any such instances.
- l. MSIL is not bound to accept the highest or any tender and reserves the right to accept one or more tenders in part. The decision of MSIL in this regard will be final.
- m. Driving of trucks has to be within specified Speed limits and all safety precautions are to be adhered to as per safety standards applicable within MSIL.
- n. All Trucks must be in good appearance / working condition. The vehicles must have a valid pollution certificate, which can be checked and audited. Any vehicle not meeting the specified norms is liable for penalty and will be returned back.
- o. All persons / truck drivers are required to wear shoes / helmets and adhere to MSIL Safety Rules & Regulation.
- p. It is also the responsibility of the party for good and honest conduct of their personnel's, for whom they have recommended for issue of Gate Pass. The party will be totally liable for misconduct indiscipline /

theft etc and Action as per MSIL standards will be initiated including termination of contract and expulsion of the involved persons.

- q. All Scrap items are to be lifted from generation Department.

31 Confidentiality of Information

The Applicant and their Employees / Representatives, shall ensure strict confidentiality of any information pertaining to MSIL and its operations, and will not divulge it to any third party, nor it will use the same anywhere else and for any other purpose.

32 Arbitration Clause:

If any difference or dispute shall arise between the parties hereto as to the construction or true intent and meaning of any of the terms and conditions herein contained or as to any payment to be made in pursuance hereof or as to any other matter arising out of or connected with or incidental to these presents or as to the rights, duties and obligation of either party, such difference or dispute whenever and so often as the same shall arise, shall be referred to the Sole Arbitrator, who will be by the Managing Director of Maruti Suzuki India Limited whose decision will be final and binding between the parties of the contract hereto. The venue for the Arbitration shall be Delhi and the provisions of The Arbitration and Conciliation Act, 1996 shall apply.

33 Safety of Transport:

Timeliness & safety of transport arrangement is paramount in operations related to press shop working and scrap disposal.

- a. Buyers have to ensure that there is no problem of trucks failing to start during loading /transport process in MSIL. Also if any truck is found without Head lamp, side mirror, side Indicator, Brake Light etc, Penalty will be imposed, as per MSIL Norms, in the name of the bidder for any vehicle not meeting safety standard. The bidder will have to bear the same.
- b. Please also ensure timely availability of trucks / drivers as per daily requirement to avoid any delay in lifting. Penalty, as per MSIL norms, would be imposed in case of Driver not being available.

34 Acceptance of the above terms and conditions:

Signed copy of this Terms and Conditions (duly signed in each page) has to be submitted by the Contractor / Party at the time of submitting the tender.

A formal agreement on non-Judicial stamp papers of Rs.100, has already been executed between successful bidder and MSIL. The above terms and conditions form a part and parcel of said agreement.