

**Confidentiality Acknowledgement** This document is the exclusive property of Maruti Suzuki India Limited, a company incorporated under “The Companies Act 1956”, (“MSIL”); the recipient agrees that they may not copy, transmit, use or disclose the confidential and proprietary information in this document by any means, or announce the issuance of this invitation to bid without the expressed and written consent of MSIL. By accepting a copy, the recipient agrees to adhere to these conditions to the confidentiality of MSIL’s practices and procedures; and to use these documents solely for submitting their proposals.

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

**Ref.MSIL/SVR/-Tender 570**

E Auction Date & Time: **8<sup>th</sup> Dec 2017, 0930 Hrs Onwards.**

**TERMS AND CONDITIONS Part-I**  
**(To be accepted by each participant before eAuction)**

1. Bids to be submitted during eAuction for the purchase and removal of the material mentioned in the enclosed Tender sheet.
2. Each bidder is entitled to submit the bid only through eAuction after acceptance of Tender Terms & Conditions before placing of Bid. MSIL reserves right to reject the bid/rate provided by H1 bidder during eAuction without giving any notice and/or assigning any reason and MSIL shall not be liable to pay for any loss or compensation in respect of such cancellation.
3. It is on the sole discretion of MSIL to decide upon the Bids received.
4. MSIL reserves the right to select or drop the Bids for further evaluation.
5. Selected source will be liable to sign a bi-party Agreement and Non-Disclosure/ Confidentiality Agreement with MSIL.
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. MSIL reserves the right to withdraw this invitation to bid if MSIL determines that such action is in the best interest of MSIL.
8. Timing and sequence of events resulting from this invitation to bid shall ultimately be determined by MSIL.
9. No oral conversations or agreements with any employee of MSIL shall affect or modify any terms of this invitation for bid.
10. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
11. By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read the entire invitation for bid, including all forms, schedules and annexure hereto and has fully informed itself as to all existing conditions and limitations.
12. The proposal and all correspondence and documents shall be written in English.
13. The material for sale is categorized and the details are given in tender Offer Sheet.

14. The quantity of materials/scrap is mentioned in the Offer Sheet. However the quantities are approximate only and not binding on MSIL in any way nor MSIL is responsible for any loss/damage that the bidder may suffer/sustain owing to change/shortage or increase or defect in the quantity. The material as offered has to be lifted by the successful bidder.

**15. MSIL RESERVES THE RIGHT TO WITHDRAW AT ANY TIME ANY MATERIAL IN FULL OR PART WITHOUT ASSIGNING ANY REASON THEREOF. AT THE TIME OF DELIVERY IF ANY MATERIAL FOUND USEFUL CAN BE WITHHELD WITHOUT ASSIGNING ANY REASON THEREOF.**

16. 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**.

**17. Earnest Money Deposit (EMD).**

- a. The parties would be allowed to participate in e-Auction on mandatory submission of Participation Fees.
- b. EMD of Rs 200,000/- (minimum) will be required for participation in all lots for each group put up for e-Auction else specified separately.
- c. EMD must be remitted by RTGS/crossed Demand Draft drawn in favour of Maruti Suzuki India Limited, on any Indian scheduled Bank payable at New Delhi. **NO OTHER MODE OF PAYMENT WILL BE ACCEPTED**
- d. If a Trader wants to participate, in e-Auction, for a particular Lot/Lots only, the Security Deposit applicable for that / those particular Lot / Lots, as defined in Tender Documents, is taken as EMD.
- e. The EMD of the unsuccessful bidders shall be refunded within 4-weeks after the award of the contract to the successful bidder(s).
- f. EMD of successful tenderers would be retained initially and would be refunded only after security deposit is given by successful bidders to MSIL. EMD is liable to be forfeited in the event the successful bidder(s) fails to deposit the security deposit.
- g. No interest will be payable by MSIL to the bidders on the amount of EMD.

**18. Security Deposit:**

- a. Successful bidders, who are selected for allotment of contract, will be required to submit security deposit with MSIL as indicated against each lot in tender sheet
- b. **Successful bidders need to remit full amount of security deposit before the date of commencement of tender. Invoicing of vehicles will start only after receipt of full security amount.** The same shall be refunded after successful completion of contract.
- 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.

**19. Price Basis:**

- a. **The prices to be offered are Basic only.** The buyer shall also liable to pay other taxes, levies, Cess, duty, etc **(as per GST)**, as applicable at the time of invoicing. Final billing invoice would include applicable taxes i.e. Cess, Sales Tax, besides

TCS & all these are to be paid by the buyers. Any new tax imposed by the state/central Govt. will be borne by the buyers.

- b. CST/ ST15 Forms (Or any other as per VAT) would have to be deposited at the time of lifting material by successful bidders otherwise full tax will be charged.
  - i. C form need to be submitted within 45 days of quarter end to get refund during that period.
  - ii. In case of delay beyond stipulated period, the refund will be subjected to closing of sale tax assessment of the year.

## **20. Terms and condition for Hazardous waste:**

Bidders having CPCB/HSPCB/SPCB Registration Certificates only are authorized to participate in tender for items slno. (Sr. No.30 & 34) subject to following conditions.

- a. Bidders transporting Hazardous waste from MSIL to neighboring states viz (Rajasthan, Punjab, Delhi, UP) and Haryana to processing unit need to give an undertaking that the transport will not pass through any other state while traveling. Award of tender will be subject to acceptance of this undertaking
- b. Bidders transporting Hazardous waste from MSIL to states other than neighboring states and Haryana as specified earlier, to his authorized processing unit situated in state of authorizing SPCB, need to give an undertaking mentioning names of states the transport will pass through during direct transport to state of authorization. Award of tender will be subject to acceptance of this undertaking.
- c. The bidders undertake to be in compliance of all applicable environment laws including but limited to Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016 as amended from time to time.

## **21. Payment Terms:**

- a. The Contractor will be required to pay the money for scrap to be lifted in advance in terms of DD / RTGS only
- b. It is mandatory for the contractor to deposit debit balance against BG, as of last day of the month, within 10 days of subsequent month. In case of default, MSIL reserves the right to invoke BG.

## **22. 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 case if 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 of the material to be lifted by the successful tender to any other party/parties and in such event, the successful tenderer shall be liable to pay loss or damages to MSIL arising out of the said transactions
- c. Any Penalty imposed by MSIL will attract service tax as applicable. Moreover any new tax imposed by the state/central Govt. in this regards will be borne by the party on whom penalties are being levied.
- d. Penalty will be charged as per MSIL Vigilance Deptt guidelines, for any truck that 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

## **23. Delivery**

- a. The buyer will arrange for loading of scrap at their own cost.. The cost of loading persons and any other loading / unloading of the same material will be borne by parties lifting the scrap
- b. 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
- c. The delivery of Scrap is Ex-factory (Maruti Suzuki India Ltd plants at Gurgaon / Manesar/MPT/Rohtak). It is the responsibility of the buyer to meet all the regulatory requirements after taking the delivery at MSIL gate
- d. As the invoicing is done in General shift, vehicles loaded after 6:30 PM will be invoiced on the next working day. Any detention charges for the trucks will have to be borne by the buyers

## 24. Other Terms and Conditions

- a. The material is sold on '**as is where is basis**' and no complaint in regard to quality type of the materials will be entertained. The materials once sold will not be taken back in any circumstances
- b. Materials would be weighed on MSIL's weigh bridge at MSIL/MSIL Authorized Weighing Bridge (In case of Rohtak Plant only). No request for weighing or reweighing 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
- c. MSIL reserves the right to cancel the contract forthwith without giving any notice, and MSIL shall not be liable to pay for any loss or compensation in respect of such termination.
- d. MSIL can enter into parallel contract(s) with more than one party for the scrap disposal
- e. 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 of successful tenderer is found involved in such type of activities and he/she/they shall be debarred from participating or submitting tender in future with MSIL
- f. The bidder is not entitled to any benefit/advantage due to any clerical error or mistake which may occur in the general specifications/terms & conditions, offer sheet/rate sheet and tender documents etc. supplied to the bidder
- g. 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
- h. Any damage or loss caused to any material, equipment, 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 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.
- i. MSIL reserves the right to accept or reject any part or whole of any tender or all tenders at any time without assigning any reason thereof. 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.
- j. Safety is a prime concern. Trucks need to be driven within specified Speed limit and all safety precautions need to be followed as per MSIL Safety Standards

- k. All the parties lifting regular scrap items will have to abide by the discipline and uniform code, as applicable to all loading persons. It is the responsibility of the party concerned to ensure adherence to the uniform code. A penalty of Rs.1000/- will be applicable on the first instance of indiscipline and may lead to the entry of the person not being allowed, inside MSIL in future. No loading person deputed by party should be found present in any other location of the company except being engaged in carrying out the loading operation.
- l. All Trucks must be less than 10 years old & in good appearance condition. These vehicles must have a valid pollution certificate, which can be checked and audited. Any vehicle not meeting the specified norms is liable for penalty, as per MSIL rules, and will be returned back.
- m. All loading persons, trucks drivers, are required to wear shoes/ helmets and adhere to MSIL safety rules / regulation.
- n. It is also the responsibility of the party for good and honest conduct of the persons lifting the scrap, for whom the party has recommended 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.
- o. It is the responsibility of the successful tenderer to arrange loading of material manpower at their own cost. The successful tenderer shall arrange for P.F / ESI nos. of those persons as per law prevailing at the relevant time failing which the successful tenderer will not be permitted to start lifting of scrap material.
- p. All Scrap items are to be lifted from generation Department.

## **25. Confidentiality of Information**

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

## **26. 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.

## **27. Safety of Transport**

- a. Timeliness and safety of transport arrangement is paramount in operations related to press shop working and scrap disposal
- b. Buyers have to ensure that there is no starting problem of trucks during loading / transport process in MSIL. Also if any truck is found without Head lamp, side mirror, side Indicator, Break Light etc. Penalty as per MSIL vigilance Deptt rules will be imposed in the name of the bidder for any vehicle not meeting safety standard or found not starting. The bidder will have to bear the same.
- c. You are required to ensure proper & periodic maintenance of all the trucks sent by you/ your transporters
- d. You are required to personally monitor the arrangements made by you/ your transporters in this regard e.g. Annual maintenance contract with truck repair

workshops , ready availability of fast running spares like battery , starter in transporter area , daily check sheet etc

- e. You / your transporter are also advised to take weekly feedback from driver regarding condition of truck and take countermeasures to avoid these problems.

**28. Recoveries and Black listing**

Bidders indemnify MSIL against all losses and damages caused due to Bidder for whatsoever reason which includes but not limited to action or inaction of Bidders, its employees/representatives, agents etc. Bidders further agree to make good the loss sustained by MSIL. Any violation of terms and conditions of this tender may even lead to black listing of such Bidders or its employees, representatives, agents etc, jointly or severally.

**29. Acceptance of the above terms and conditions**

These terms and conditions shall be accepted by the bidder prior to participating in the e-Auction. Pursuant to selection of winning bidder, MSIL shall email such bidder with the list of Products. The winning bidder is required to give his acceptance of the same via email within 2 working days from the receipt of MSIL's email, pursuant to which it shall be deemed that the same is accepted by the bidder. The terms and conditions of this tender shall form part of the email and shall be construed as part and parcel of agreement between the parties.

**Undertaking by the buyers:**

I/We confirm that we have read and clearly understood above terms and conditions along with tender offer sheet. We undertake to abide by these terms and conditions.

	<p><b>(Signature)</b></p> <p><b>Name &amp; Designation of Authorized Signatory</b></p> <p><b>Name of Company along with seal</b></p>
--	--------------------------------------------------------------------------------------------------------------------------------------

1. The person signing the terms and conditions must be authorized to act and sign the declaration on behalf of the applicant. The onus of this responsibility lies with the applicant.
2. Each page of terms & conditions to be signed).