

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

GENERAL TERMS AND CONDITIONS FOR DISPOSAL OF HAZARDOUS SCRAP ITEMS,
Tender No # 741

1. Bids are to be submitted for the purchase and removal of the material mentioned in the enclosed Tender sheet.
2. The parties submitting the Bids, must have valid Authorisation from Central / State Pollution Control Board, for the entire duration of the Tender period given in Tender Sheet.
3. Each bidder is entitled to submit only one bid, for each item, through Tender Sheet attached, printed on Company Letterhead duly signed with Company Seal, and submitted at Gurgaon plant of MSIL.
4. These Terms & Condition also need to be signed / stamped on each page and submitted to our office at Gurgaon, before the closing date & time of the Tender.
5. By submitting a proposal, each bidder shall be deemed to acknowledge that they have carefully read the entire invitation for bid, including all forms, schedules and annexure hereto and have fully informed themselves as to all existing conditions and limitations.
6. MSIL reserves right to accept or reject the H1 Bid without giving any notice and / or assigning any reason in accordance with its internal policies and procedures without any notification to the bidders. MSIL shall not be liable to pay for any loss or compensation in respect of such cancellation. Also, MSIL may reserve the right to select or drop the Bids for further evaluation.
7. 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.
8. Timing and sequence of events resulting from this invitation to bid shall 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. The proposal and all correspondence and documents shall be written in English.
12. The material for sale is categorized and the details are given in Tender Offer Sheet.
 - a. Material Description is indicative only. Bidders may inspect the material for sale, atleast 1 day before start of e-Auction process, in their own interest, and be informed about the same..
 - b. By submitting the Bid, the Bidder confirms to have fully informed themselves regarding the physical condition of the material on offer. No complaint would be entertained in respect of the same at any later stage.
13. 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- MSIL would not be responsible for any loss / damage that the bidder may suffer / sustain owing to such change/ shortage/ increase/ defect in the quantity. The material as offered has to be lifted by the successful bidder.
14. 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.
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. **Earnest Money Deposit (EMD).**

- a. The parties would be allowed to submit their Bids on mandatory submission of Earnest Money Deposit.
- b. The Party may submit the EMD indicated against each lot ,before submitting bid
- 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. The EMD of the unsuccessful bidders shall be refunded within 4-weeks after the award of the contract to the successful bidder(s).
- e. EMD of successful tenderers would be retained and would be refunded only after security deposit is given by successful bidder(s) to MSIL. EMD is liable to be forfeited in the event the successful bidder(s) fails to deposit the Security Deposit.
- f. No interest will be payable by MSIL to the bidders on the amount of EMD.
- g. The EMD is liable to be forfeited in the event of the party not adhering to the Terms & Conditions specified herein.

17. Security Deposit:

- a. Successful bidders will be required to submit full amount of Security Deposit to MSIL @ 5% of the Tender Value (Basic + Tax), as indicated against each Lot in Tender Sheet, **before the date of commencement of Tender.**
 - i. Invoicing of vehicles will start only after receipt of full security amount.
 - ii. The same shall be refunded within 4 weeks of successful completion of contract.
- b. MSIL has the right to forfeit this Security Deposit in the event of non-fulfillment of any of the Terms & Conditions of Tender / Contract. This is, however, without any prejudice to the rights of MSIL, for recovery of any type of loss / damage which it may suffer, due to breach of any of the Terms & Conditions of Tender / Contract, by the tenderer.
- c. No interest will be payable by MSIL to the tenderer on the amount of the Security Deposit.

18. Price Basis:

- a. During e-Auction for scrap items available at Gurgaon / Manesar / Powertrain / Casting plants, Basic Prices (**inclusive of Loading Charges**), are to be offered.
 - i. Any special equipment required for Loading (other than Forklift – 3 Ton), would have to be arranged by the buyer.
- b. The buyer shall also be liable to pay GST & other Taxes, levies, Cess, duty, etc as applicable at the time of invoicing. Final billing invoice would include applicable taxes i.e. GST / Cess etc. TCS will be deducted as per Income Tax Rules.
- c. Any new tax imposed by the State / Central Govt. will be borne by the buyers.

19. Terms and condition for Hazardous waste:

Bidders having Central Pollution Control Board (CPCB) / Haryana State Pollution Control Board (HSPB) / State Pollution Control Board (SPCB) Registration Certificates (valid and existing) and which are recognized as authorized waste collection agency, authorized waste processing or disposal facility or deposition centers only are authorized to participate in tender for all the items listed in this tender document, subject to following conditions.

- a. Bidders transporting Hazardous or any other 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 or any other 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 through which 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, plastic waste management rules, 2016 as amended in 2018 or any other applicable laws as amended from time to time.
- d. Any non-compliance of applicable laws by the Bidder or any concealment or deliberate incorrect information or undertaking by the bidder shall make the bidder liable to pay penalty or damages decided by MSIL. The Bidder shall also be liable to pay any fine or penalty imposed on MSIL due to the non-compliance of statutory applicable act.

20. **Payment Terms:** The Contractor will be required to pay the money for scrap to be lifted, in advance, in terms of DD / RTGS only

21. **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 forthwith, 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 for loss or damages to MSIL, arising out of the said transactions.
- c. In case of loaded truck parked at Weigh Bridge for more than 1 day due to non-availability of funds, penalty will be imposed @ **Rs 1000 per truck / day**.
- d. Any Penalty imposed by MSIL will attract GST as applicable. Any new tax imposed by the State / Central Govt. in this regard will also be borne by the party.
- e. Penalty will be charged as per MSIL Vigilance Deptt guidelines, for violation of any MSIL rules or 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

22. **Delivery**

- a. Loading facility available at MSIL shall include forklift upto 3 tons and the labors. Other facilities required for lifting and transport of waste / Scrap is required to be arranged by the bidder.
- b. 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.
- c. 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.
- d. The delivery of Scrap is Ex-factory (Maruti Suzuki India Ltd plants at Gurgaon / Manesar / MPT). 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.
- e. Trucks loaded after close of Business 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.

23. **Other Terms and Conditions**

- a. The materials once sold will not be taken back in any circumstances.
- b. Materials would be weighed on MSIL's Weighbridge .
 - i. No request for weighing or re-weighing the material at other than MSIL's weigh bridge will be accepted in any circumstances. No claim in this regard will be entertained at any point of time.
 - ii. The weighing, by MSIL, will be binding between the parties of the contract
- c. MSIL reserves the right to cancel the contract forthwith without giving any notice, and shall not be liable to pay for any loss or compensation in respect of such termination. MSIL may modify, add, amend any of the terms & conditions herein and any such change shall be valid and binding on the bidder.
- 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.
 - i. The contract shall be terminated with immediate effect, in case of default on the part of the bidder.
 - ii. The party 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 / Any other person 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, 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.
- i. 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.
- j. Safety is a prime concern. Trucks need to be driven, inside MSIL, within specified Speed limit. All safety precautions need to be followed as per MSIL Safety Standards.
- k. All Trucks must be less than 10 years old & in good appearance & working condition. These must have a valid pollution certificate, which can be checked and audited. Any vehicle not meeting the specified norms, will not be allowed to enter MSIL premises.
- l. All trucks drivers / Loading persons are required to wear shoes / helmets and adhere to MSIL safety rules / regulation.
- m. It is the responsibility of the party for good and honest conduct of their persons.
 - i. The party will be liable for misconduct / indiscipline / theft etc, by their persons / authorised persons, and action as per MSIL standards will be initiated including termination of contract and expulsion of the involved persons.
- n. **Compliance to Labour Laws** The successful tenderer shall arrange for P.F / ESI / other statutory compliance of their persons, as per law prevailing at the relevant time failing which the successful tenderer will not be permitted to start lifting of scrap material.
- o. All Scrap items are to be lifted from generation Department.

24. 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.

The provisions of Non-Disclosure/Confidentiality Agreement executed between the parties on will supersede the provisions of Clause 24 of this Agreement, insofar as there is any discrepancy between the two, with regard to the information covered by the Non-Disclosure/Confidentiality Agreement. For Information not covered by a separate Non-Disclosure/Confidentiality Agreement, if any, the provisions of this Agreement shall apply.

25. Representation and Undertaking

The Tenderer represents and undertakes the following:

- i. the Tenderer and/or its Key Managerial Personnel and/or its Directors have not been involved in any act(s) of fraud, forgery, bribery, corruption, money laundering, conflicts of interest with: (a) MSIL; or (b) MSIL's employees; or (c) any other Scrap Trader of MSIL; and there are no legal notices, legal proceedings and/or regulatory investigations pending against them in India or outside India by any Court or Enforcement Agency or Authority of India or any foreign country, impacting business operations of the Tenderer.
- ii. there are no insolvency, liquidation, voluntary liquidation or bankruptcy applications and/or proceedings pending against the Tenderer.
- iii. the Tenderer has not been blacklisted (in the past or at present) by any other Company/statutory authority/agency.

The Tenderer further acknowledges and undertakes that the above undertaking is true and correct to the best of its knowledge and it understands that any false or misleading undertaking/statements will lead to termination of the MoU/ LOI/contract/ agreement/ work order. Such termination shall be without prejudice to the rights and remedies available to MSIL under the MoU/ LOI/contract/agreement/work order and in law.

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. 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, Outside Mirror, Side Indicator, Brake Light etc, penalty as per MSIL Vigilance Deptt rules will be imposed on the **Contractor**.

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

- a. These terms and conditions shall be accepted by the bidder prior to participating in the Auction.
- b. Pursuant to selection of winning bidder, MSIL shall email such bidder with the list of Products.
- c. The winning bidder is required to sign the Contract on Stamp Paper of Rs 100 value, before start of Tender period.
- d. The aforesaid e-Mail shall be a part & parcel of the Terms and Conditions of this tender 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.

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Signed by

**Authorised Signatory
With Company Seal**