

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 SCRAP ITEMS
FROM ROHTAK R & D - ON LONG TERM CONTRACT
(Schedule – I)

1. Sealed Bids are to be submitted, at our office in Gurgaon, before the closing date / time of the Tender, for purchase and removal of the material mentioned in the enclosed Tender sheet, on **AS IS WHERE IS** basis.
2. The parties submitting the Bids, must have valid Authorisation from Central / State Pollution Control Board, or any other authority or from Ministry Of Environment Forest And Climate Change (“MoEFCC”) [if required] for the entire duration of the Tender period given in Tender Sheet.
3. Each bidder is entitled to submit only ONE Bid for each Scrap item.
4. **Bids for Hazardous / Plastic Scrap items, may be submitted only by parties having valid authorization from CPCB / SPCB.** These Bids would be evaluated individually and H1 party for each item would be awarded the contract to lift the same.
5. By submitting a proposal / Bid, each bidder shall be deemed to acknowledge that
 - a. They have carefully read the entire invitation for bid, including all forms, schedules and annexure hereto.
 - b. They have fully informed themselves as to all existing conditions and limitations.
 - c. They have physically inspected the material offered for disposal.
6. MSIL reserves right to accept or reject the H1 Bids 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. By submitting a Bid, it would be assumed that the party has fully satisfied itself regarding the Items being offered for disposal.
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.
14. The material as offered has to be lifted by the successful bidder on “**AS IS WHERE IS BASIS**”. No guarantee can be given regarding its quality and **NO SEGREGATION WOULD BE ALLOWED**” **However the Party is undertaking that they shall segregate the scrap before disposal and shall process the segregated scrap as per the applicable laws.**
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. **Earnest Money Deposit (EMD).**

- a. The parties would be allowed to submit their Bids on mandatory submission of Rs **5,000** towards Earnest Money Deposit.
- b. 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.**
- c. The EMD of the unsuccessful bidders shall be refunded within 4-weeks after the award of the contract to the successful bidder(s).
- d. EMD of successful tenderers would be retained and would be adjusted towards Security Deposit payable.
- e. EMD is liable to be forfeited in the event the successful bidder fails to deposit the Security Deposit or not adhering to the Terms & Conditions of the Tender, specified herein or given in the Tender Sheet.
- f. No interest will be payable by MSIL to the bidders on the amount of EMD.

17. Security Deposit:

- a. Successful bidders will be required to submit Security Deposit, calculated @ 5% of Tender Value (Basic Rate + Taxes) in a month, **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. In the Bids, for scrap items of **Rohtak Plant**, Basic Prices (**Exclusive of Loading Charges & Taxes**) are to be offered. The Buyer is required to arrange loading of the Scrap Items at their own cost and through their own resources.
- 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.
- c. TCS will be deducted as per Income Tax Rules. Any new tax imposed by the State/ Central Govt. will be borne by the buyers.
- d. **H1 Rates of Drums – 200-220 Ltrs, of Gurgaon Plant – HAZDL02 (MS Drum) or HAZPD01 (Plastic Drum), as applicable, would be charged while invoicing USED OIL to the parties, in addition to the USED OIL.**

19. Terms and condition for Plastic Scrap / Hazardous waste:

Bidders having Central Pollution Control Board (CPCB) / Haryana State Pollution Control Board (HSPCB) / State Pollution Control Board (SPCB) Registration Certificates (Valid & Existing) and which are recognized as authorized Waste Collection Agency / Waste Processing or Disposal Facility, recycler or Deposition Centres only, under Plastic Waste Management Rules 2016, as amended from time to time, only are authorized to participate in tender.

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 and Plastic Waste (Handling & Management) Rules 2016 or any other applicable rule, regulation, law or guidelines issued by the government as amended from time to time.

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 penalty or damages as decided by MSIL. The Bidder shall also be liable to pay any fine or penalty imposed by MSIL, due to non-compliance of the 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 not getting invoiced on the same 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 any violation of MSIL rules or any truck that breaks down inside MSIL. Repair of any kind is not allowed for Trucks inside MSIL. Such Break-Down Trucks are to be taken out by toeing using crane only

22. Delivery

- a. **For lifting Scrap Items at Rohtak Plant**, the buyer will arrange labour for loading of scrap items (and any other activity required for the same) at their own cost.
- 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's 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 Rohtak). 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 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 Authorized Weighing Bridge.
 - i. No request for weighing or re-weighing the material at other than MSIL's Authorised Weigh Bridge will be accepted in any circumstances.
 - ii. No claim in this regard will be entertained at any point of time.
 - iii. 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 reserves the right to enter into parallel contract(s) with more than one party for the scrap disposal, at H1 rate. The party hereby confirms to accept such parallel contract(s).
- 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. There should not be any leakage from the trucks that may cause Environmental Contamination / Pollution. Any vehicle not meeting the specified norms, will not be allowed to enter MSIL premises.
- l. All trucks drivers 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. 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 loading labour & other such persons entering MSIL, as per law prevailing at the relevant time, failing which the successful tenderer will not be permitted to start lifting of scrap material. MSIL can ask for the documents related to the compliance of labour or other such laws, any time. Any non-compliance related to the same shall form valid ground for MSIL to terminate this Agreement and forfeiture of party's available funds at MSIL, i.e. Earnest Money / Security Deposit and / or any other funds.
- o. All Scrap items are to be lifted from generation Department.
- p. Tenderer agrees to undertake the background verification checks of its personnel deployed at MSIL as per the criteria defined by MSIL from time to time during the performance of the present agreement and warrants that only such personnel who have passed background verification check as per criteria laid down by MSIL shall be deployed at MSIL. Tenderer shall submit to MSIL proof of such background verification details of the personnel whenever sought by MSIL.

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. They would have to execute Non Disclosure Agreement on stamp paper of Rs 100 denomination, with MSIL.

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 :

- 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.
- there are no insolvency, liquidation, voluntary liquidation or bankruptcy applications and/or proceedings pending against the Tenderer & 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, adverse action by any authority or government or any litigation caused due to Bidder for whatsoever reason which includes but not limited to action or inaction of Bidders, its employees / representatives / agents etc including any noncompliance of applicable laws. Bidders further agree to make good the loss, fine, penalty, damages 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 Tender.
- b. Pursuant to selection of winning bidder, MSIL shall email such bidder with the list of Products.
- c. The winning bidder is required to give his / their acceptance of the same via email within 2 working days from the receipt of MSIL's email, failing which it shall be deemed that the same is accepted by the bidder.
- 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.

.....

(Signed by Authorised Signatory with Company Seal)