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

**GENERAL TERMS AND CONDITIONS FOR DISPOSAL OF PLASTIC SCRAP ITEMS**

1. Bids are to be submitted for the purchase and removal of the material mentioned in the enclosed Tender sheet. Each bidder is entitled to submit only ONE Bid for each Scrap item
2. 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.
3. 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.
4. 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.
5. Timing and sequence of events resulting from this invitation to bid shall be determined by MSIL.
6. No oral conversations or agreements with any employee of MSIL shall affect or modify any terms of this invitation for bid.
7. 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.
8. The proposal and all correspondence and documents shall be written in English.
9. The material for sale is categorized and the details are given in Tender Offer Sheet. Parties are advised, in their own interest, to physically inspect the material offered for disposal. By submitting a Bid, it would be assumed that the party has fully satisfied itself regarding the Items being offered for disposal and Parties cannot refuse to take the same any stage of the agreement with MSIL
10. 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.
11. 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.
12. 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**.
13. **Earnest Money Deposit (EMD).**
  - a. The parties would be allowed to submit their Bids on mandatory submission of Earnest Money Deposit.
  - b. EMD of Rs 100,000/- will be required for participation in all lots, else specified separately.
    - i. EMD can also be deposited as per EMD indicated against each lot 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. 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.

**14. Security Deposit:**

- a. Successful bidders will be required to submit Security Deposit to MSIL, 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.

**15. Price Basis:**

- a. Bids 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. For Scrap Items of Rohtak Plant, Basic price (Exclusive of loading Charges) are to be offered.
- c. Final billing invoice would include applicable taxes i.e. GST / Cess etc.
- d. TCS will be deducted as per Income Tax Rules.
- e. Any new tax imposed by the State / Central Govt. will be borne by the buyers.

**16. Terms and condition for Plastic Scrap**

Bidders having valid registration under Plastic Waste (Handling & Management) Rules, 2016 (as amended thereafter) , & having valid authorization for recycling the plastic waste from Central / State Pollution Control Board, for the entire duration of the contract with MSIL, only are authorized to participate in tender, 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 not 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 or any regulatory agency as amended from time to time.
- d. By accepting this Tender Terms and Conditions, the bidder certifies that it will ensure recycling of all Plastic waste received from all locations of MSIL as per related Govt guidelines and as per legal requirements.

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

**18. 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

#### 19. 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. **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**
- c. 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.
- d. 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.
- e. 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. 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.
- f. 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.

#### 20. 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.
  - 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 can 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. 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.
  - 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. MSIL can any time ask for the documents related to the compliance of labour laws and 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 anyother 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.

## 21. 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..... 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.

## 22. 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.

## 23. 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," The arbitrator shall be mutually appointed between both the parties as per Indian Arbitration and Conciliation act" The venue for the Arbitration shall be Delhi and the provisions of The Arbitration and Conciliation Act, 1996 shall apply.

**24. 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**.

**25. 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.

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

- a. These terms and conditions shall be accepted by the bidder prior to participating in the e-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 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.

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**(Signed by Authorised Signatory with Company Seal)**