

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

Ref.MSIL/14-15/SMED/-Tender 372

Closing Dt For Sealed Bid 27-May-2014 at 10:30hrs  
Opening Dt For Sealed Bid 27-May-2014 at 10:30hrs

**TERMS AND CONDITIONS Part-I**  
**(To be signed on each page by the participant in Tender)**

1. Tender should be submitted in sealed cover in the prescribed offer sheet (enclosed herewith), for purchase and removal of the material mentioned in the enclosed offer sheet and should be addressed to the **Manager SMED. Dept, Maruti Suzuki India Limited (hereinafter referred to as MSIL), Palam Gurgaon Road, Gurgaon-122015.**The tender No. and date of opening must be super scribed on the cover. The tender not found in accordance with the terms & conditions is liable for rejection.
  2. Each bidder is entitled to submit only one bid for any item. MSIL reserves the right to cancel the bid forthwith in case more than one bid is found for one item without giving any notice and MSIL shall not be liable to pay for any loss or compensation in respect of such cancellation.
  3. The material for sale is classified and the details are given in tender Offer Sheet.
  4. 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 or 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.
  5. **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.**
  6. All kinds of scrap offered in respect of each allotted scrap would have to be taken by the successful bidder. No guarantee can be given regarding its quality and **NO SEGREGATION WOULD BE ALLOWED.**
  7. **Earnest Money Deposit (EMD)** as indicated against each lot must be remitted by RTGS/crossed Demand Draft drawn in favor of Maruti Suzuki India Limited, on any Indian scheduled Bank payable at New Delhi, along with the tender documents. Parties can remit payment by cheque who have submitted **Bank Guarantee (BG)** to MSIL .
  8. **NO OTHER MODE OF PAYMENT WILL BE ACCEPTED**
  9. Any tender received late or not conforming to the terms & conditions as prescribed in the tender documents and not accompanied by the requisite EMD will be rejected.
  10. The EMD of the unsuccessful bidders shall be refunded within 4-weeks time of the award **of tender to the successful bidders.-.** No interest will be payable by MSIL to the bidder on the amount of the EMD and the same shall be liable for **forfeiture in the event of non-fulfillment** of any of the terms & conditions of tender.. This is, however, without any prejudice to all **other rights** of MSIL **and;** any type of loss /damage which it may suffer due to breach of any of the terms & conditions of tender/contract by the bidder.
  11. **Price Basis:-**Rates should be quoted Including Excise (Basic + Excise) and excluding sales tax and other taxes and duties. Any increase in Govt. levies or any fresh statutory levies subsequent to the submission of the tender documents will be to the sole account of the bidder. The vehicles for transportation of the material/scrap will be arranged by the **successful bidders.** The rate offered should be filled in column rate offered of offer - sheet. Rate offered should be signed in column & offer sheet is only to be submitted along with **the** EMD. All other information should be furnished in Offer sheet.
- CST/ ST15 Forms(Or any other as per VAT) have to be deposited at the time of lifting .-Material by successful bidders otherwise full tax will be charged. C form need to be Submitted within 45 days of quarter end to get refund during the period. If C form is Submitted after 45 days refund will be subjected to closing of ST assessment of the year . At present separate tender is for MSIL & MPP therefore separate C form to the Submitted for MPP & MSIL tender floated.**
12. 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.

**Sign & seal**

**13. Terms and condition for Hazardous waste :-**

Bidders having CPCB/HSPCB/SPCB Registration Certificates only are authorized to participate in tender for above items 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.

14. **Payment:-**The successful bidder(s) will be intimated about the acceptance of the offer and they will be required to deposit full cost of materials and applicable sale tax and duties within 3-days by RTGS / crossed Demand Draft in favor of MSIL, payable at New Delhi failing which MSIL may award the contract to any other party at the cost of the successful bidder(s) and the EMD of such bidder shall be forfeited. The successful bidder(s) shall also be liable to pay damages to MSIL arising out of non-deposit of price and re-awarding of contract by MSIL to any other party. Bidders can remit payment by cheque who have submitted BG to MSIL.

15. **Lifting Of Scrap:-**The time is the essence of the contract and the successful bidder (s) should start lifting the material with immediate effect on award of contract after depositing the full cost of the material as per clause 14 hereinabove and as per the schedule/ offer sheet..

16. **Penalty for non Lifting of Materials/Scrap :-**In case the materials are not lifted from the factory as indicated in the offer sheet/schedule, MSIL reserves its rights to dispose it of to any other party and loss will be made good by the successful bidders of such materials. MSIL will be at liberty to adjust the amount of EMD and cost of material of such successful Bidders who failed to lift the material, if any, paid as per clause 7 towards the loss and damages suffered by MSIL due to re-awarding of contract to any other party. The successful bidder(s) shall also be liable to pay loss and damages. Normally no extension will be permitted either for deposit of amount or for lifting the materials. Such extension, if any, in special case, will be valid only if permitted in writing by Manager (SMED), MSIL Gurgaon. Such extension would be granted on payment of Rs. 500/- per lot per delay day by way of demand draft payable to MSIL which is accompanied with an application seeking such extension with reasonable and valid justification.-

17. The quantity of scrap may vary as per production volumes. Penalty for not lifting the scrap as per plan / schedule will be **@10%** of the value of the quantity per day.

18. In case of loaded truck parked at Weigh Bridge for more than 1 day due to whatsoever reason a penalty will be imposed @ Rs 500/- per truck./ day

19. The materials/scrap is sold on 'as is where is basis'. **Buyers to inspect the scrap/material thoroughly and satisfy themselves about the nature and properties of the materials/scrap before submitting bid for the tender.** No complaint will be entertained in regard to quality type of these materials. The materials once sold will not be taken back in any circumstances.

20. Materials would be weighed on MSIL's Weigh Bridge at MSIL, Gurgaon. No request for weighing or reweighing the material other than MSIL 's weigh bridge at MSIL will be accepted in any circumstances and no claim in 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.

21. Bribe commission and gifts : Any bribe, commission or gift or advantage offered or promised by or on behalf of bidders 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 bidder will also renders the tender/contract liable for rejection.

22. MSIL can enter into parallel contract(s) with more than one party for this work.

23. 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 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.

24. **Arbitration:-** In case of any dispute or difference arising out of the contract in regard to terms and conditions of the said contract, the matter shall be referred to the Sole Arbitration of a nominee appointed/nominated by the Managing Director of Maruti Suzuki India Limited whose decision will be final and binding between the parties of the contract. The venue for the Arbitration shall be Delhi and the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

- 25 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.
- 26 Safety is a prime concern. Driving of truck/ trolleys etc. has to be within specified limits and all safety precautions are to be adhered to as per safety standards applicable to MSIL.
- 27 All the parties lifting regular materials/scrap items will have to abide by the discipline and uniform code as applicable to all loading casuals. It will be responsibility and accountability 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 will lead to the person losing his entry inside MSIL in future. No loading casual is allowed to move or sit in any other location of the company except being engaged in carrying out the loading operation, in uniform, wearing helmet & shoes.
- 28 These terms and conditions are to be signed by the bidder and must accompany the tender documents otherwise it is liable to be rejected.
- 29 All Trucks/Tractors/Trolleys must be in good appearance and in operative condition. These vehicles must have a valid Pollution certificate which can be checked and audited by MSIL at any time. Any vehicle not meeting the specified norms is liable for penalty and will be returned back/not allowed inside the factory premises.
- 30 All tender documents should be submitted in a legible form and no cutting, overwriting, remarks etc. are permitted in the tender documents. The tender is liable to be rejected and participation in the tender will not be permitted in the event of cutting, overwriting, remarks are found in the tender documents.
- 31 All Trucks/ Tractor drivers are required to wear shoes/ helmets and adhere to MSIL of -safety rules / regulation and norms which will be checked and implemented by the successful bidder from the Manager (SMED).
- 32 The Bidder to whom the the contract is awarded for lifting the materials/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 bidder found involved in such type of activities and he/she/they shall be debarred from participating or submitting tenders in future with MSIL.
- 33 It is also the responsibility of the successful Bidder for good and honest conduct of the persons lifting the materials/scrap for whom he has recommended to MSIL for issue of gate pass and will be totally liable for misconduct indiscipline/ theft etc and invite action as per MSIL standards will be initiated including termination of contract and expulsion of the involved persons.
- 34 It is the responsibility of the successful bidder to arrange loading of material/scrap manpower force at their own cost. The successful bidder shall arrange for P.F/ESI nos. of those persons as per law prevailing at the relevant time failing which the successful bidder will not be permitted to start lifting of scrap/ material.
- 35 All Material/Scrap items are to be lifted accordingly from generation Department or the place designated by MSIL, as per requirement only .
- 36 In case of non-lifting of Material/Scrap by the party as per MSIL schedule given by SMED Ddepartment tender may be closed and EMD /Security deposit will be forfeited . Decision of Dy G.M (SMED) will be final -and no claim will be entertained
- 37 Industrial waste can also include any new waste generated during the validity period in addition to items mentioned . Lifting will be as per MSIL requirements only , and the successful Bidder has to engage persons for segregation.
- 38 **Confidentiality of Information** : All the Bidders its Employees, Representatives, Agents 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.

x) **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 agrees 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.

MSIL shall enter into a formal agreement on non-Judicial stamp papers of Rs. 100 with the successful bidder. The terms and conditions of this tender shall from part of the agreement and shall be construed as part and parcel of said agreement.

**Acceptance of the above terms and conditions by Bidders:-**

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

(Signature)

Sign & seal

**Name and Designation of Authorized Signatory with seal**

**Dy.GENERAL MANAGER (SMED)**

**Sign & seal**