

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

Ref.MSIL/11-12/SMED/-Tender 283

Closing Dt For Sealed Bid 15-Jul-11 at 12:00hrs

Opening Dt For Sealed Bid 15-Jul-11 at 12:00hrs

TERMS AND CONDITION 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. Deptt., Maruti Suzuki India Limited, 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. The material for sale is classified and the details are given in the enclosed Offer Sheet.
 3. 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 tenderer may suffer/sustain owing to change/shortage or increase or defect in the quantity. The material as offered has to be lifted by the party.
 4. **MSIL RESERVES THE RIGHT TO WITHDRAW AT ANY TIME ANY ITEM 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.**
 5. All kinds of scrap offered in respect of each allotted scrap would have to be taken by the tenderer. No guarantee can be given regarding its quality and **NO SEGREGATION WOULD BE ALLOWED.**
 6. **Earnest Money Deposit (EMD)** as indicated against each lot must be remitted by 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.
 7. **NO OTHER MODE OF PAYMENT WILL BE ACCEPTED**
 8. Any tender received late, or not conforming to the terms & conditions prescribed in the tender documents or not accompanied by the requisite EMD will be rejected.
 9. The EMD of the unsuccessful tenderers shall be refunded within 4-weeks time of the award of the contracted of successful tenderers would be refunded only after completion of contract. and satisfactory disposal. No interest will be payable by MSIL to the tenderer 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/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.
 10. **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 tenderer. The vehicles for transportation of the material/scrap will be arranged by the purchasers. 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 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 tenderers 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**
11. 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.
 12. The tenderer 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 tenderer.
 13. **Terms and condition for Hazardous Waste :- For Item ITQPT-5 & ITQPT-6 (sl. no. 4 & 5) only those parties can participate in tender , who have valid certificate from Central Pollution control Board for E-waste as per sr. no. 18 of Schedule IV .**

1. **(A)Parties transporting Hazardous waste from MSIL to neighboring states viz (Rajasthan, Punjab, Delhi, UP) and Haryana for processing unit Godown need**

Sign & seal

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.

13 (B) Parties transporting Hazardous waste from MSIL to states other than neighboring states as specified earlier and Haryana for processing unit Godown need to give an undertaking mentioning the names of states the transport will pass through during traveling. Award of tender will be subject to acceptance of this undertaking.

14. **Payment:-**The successful tenderer(s) will be intimated about the acceptance of the offer and would be required to deposit full cost of materials and applicable sale tax and duties within 3-days by 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 tenderer(s) and the EMD shall be forfeited. The successful tenderer(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.
15. **Lifting Of Scrap:-**The time is the essence of the contract and the successful tenderer (s) should start lifting the material with immediate effect on award of contract after depositing the full cost of the material as per clause 16 hereinabove and as per the schedule/ offer sheet. The cost of material along with sales tax and other levies/taxes should be deposited by crossed demand draft in favor of Maruti Suzuki India Limited, payable at New Delhi before lifting the material. Cheque or cash will not be accepted towards cost of materials.
16. **Penalty for non Lifting of 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 tenderers and MSIL will be at liberty to adjust the amount of EMD and cost of material, if any, paid as per clause 15 towards the loss and damages suffered by MSIL due to re-awarding of contract to any other party. The successful tenderer(s) shall also be liable to pay loss and damages. No extension will normally 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 only on payment of Rs. 2,000/- per lot per delay day alongwith an application seeking extension by way of demand draft payable to MSIL.
17. 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.
18. In case of loaded truck parked at Weigh Bridge for more than 1 day due to non availability of fund Penalty will be imposed @ Rs 1000 per truck./ day
19. In case if the material is not lifted as per schedule and 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 and **EMD forfeiture**. MSIL reserves its rights to dispose of the material to be lifted by the successful tender to any other party/parties.
20. The materials are sold on '**as is where is basis**' and no complaint will be entertained in regard to quality type of the materials. The materials once sold will not be taken back in any circumstances.
21. Materials would be weighted 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.
22. 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.
23. MSIL can enter into parallel contract(s) with more than one party for this work.
24. 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.
25. **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.

26. 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.
27. 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.
28. All the parties lifting regular 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 to be found sitting in any other location of the company except being engaged in carrying out the loading operation, in uniform, wearing of helmet & shoes.
29. These terms and conditions are to be signed by the tenderer and must accompany the tender documents otherwise it is liable to be rejected.
30. All Trucks/Tractors/Trolleys must be 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 and will be returned back.
31. 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 is found in the tender documents.
32. All Trucks/ Tractor drivers are required to wear shoes/ helmets and adhere to Maruti safety rules / regulation and norms which will be checked by the successful tenderer from the Manager (SMED).
33. 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 the successful tenderer found involved in such type of activities and he/she/they shall be debarred from participating or submitting tender in future with MSIL.
34. It is also the responsibility of the party for good and honest conduct of the persons lifting the scrap for whom he has recommended issue of gate pass and 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.
35. It is the responsibility of the successful tenderer to arrange loading of material manpower force 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.
36. All Scrap items are to be lifted from generation Department as per requirement only .
37. In case of non-lifting by the party as per MSIL schedule given by SMED department 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
38. 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 lifting party has to engage persons for segregation.
39. **Confidentiality of Information** : The Applicant and its Employees 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.
40. Second party's Obligation in respect of their workers deployed for their jobs related to their contract, with MSIL
 - (i) These obligations are only in respect of those workers of second party who are deployed inside MSIL for this Contract related work.
 - (ii) Second party will constantly strive to enhance the good image of MSIL.
 - (iii) Second party will ensure high level of productivity, cost & quality consciousness and very serious and honest performance from their workers in the job contracted.

- (iv) Second party will engage such supervisors who can take decisions on the spot and correct a situation if they see it going wrong.
- (v) Second party will promote a clean and green environment at MSIL. Towards this end vehicles they hire or use must be non-polluting.
- (vi) Second party will exercise all care while recruiting a worker, which will be used for a job by them within MSIL. After selecting a worker, before deploying him, his Temporary Pass with PF & ESI number should be obtained.
 - a) The second party will rotate or transfer its employees posted at MSIL after a period of 2 years to prevent setting in of complacency or developing of nexus.
 - b) The second party will make its employees aware of generally Accepted norms of discipline, good conduct and behavior.
 - c) The second party should make a deliberate effort to keep its workers Motivated by adapting fair practices and being transparent in there dealings.

(vii) The Second party will

- a) Check antecedents of such workers, have them medically examined
- b) Second party will not employ a MSIL blacklist person or a person with a police record. Persons with positive inclinations should be used.
- c) Second party will acquaint its workers with the safety, norms, and rudimentary fire fighting operations as well as 5 S of Maruti – Safai (Cleanliness), Suraksha (Safety), Suniojitata (Sound Planning), Suvavyastha (Well Organized) and Sadvovyhar (Polite behavior).
- d) Second party will issue uniform to these contract related workers, working inside MSIL. The dress is recommended to be a half sleeve shirt, comfortable trouser with a belt and a pair of closed shoes. In winter a jersey of matching shade with strong fabric patches around elbows.
- e) Second party will ensure that their workers inside MSIL display, at all times, Temporary Pass issued to them.

(viii) The second party will have the following Do's and Don'ts pertaining to discipline, complied with.

Do's

- a) Bring to the notice of Vigilance at intercom number 2277 about any untoward incident involving Contract Labor.
- b) Report suspicious activity of any one to Vigilance.
- c) Report to Vigilance, unidentified property or unclaimed items found lying inside MSIL.
- d) Report instances of misuse of property like sitting in a new car with AC on, learning to driving on a new car, learning to operate forklift/crane, listening to music in a car etc to Vigilance.
- e) Report to Vigilance any damage caused to MSIL property by any one.
- f) Maintain respectful healthy relations with MSIL employees.
- g) Understand the importance of road etiquette and traffic rules within Maruti. Follow traffic rules of speed, rules for one way roads, parking etc.
- h) The speed limit in Maruti is 30 km/h. Overtaking is prohibiting so is unnecessary blowing of horns.
- i) If he is a driver, give preference to pedestrians and trolleys carrying material for Production.
- j) Keep work place clean.

- k) Punch pass at the gate while entering or going out.
- l) Follow all safety instructions laid down by MSIL to prevent accidents.
- m) Protect MSIL assets to include machinery, systems, facilities, material, resource, relationship, customers and Suppliers.

ix).Don'ts

- a) Do not report for work under the influence of Alcohol or drugs.
- b) DO not being any narcotic inside the factory.
- c) Do not indulge in gambling, betting or playing card inside the factory.
- d) Do not tamper with any mechanical, electrical fitments or operate any machine on your own.
- e) Do not deface bathroom walls or other walls.
- f) Do not wastewater; soap or any material entrusted to you.
- g) Do not demand accept any money for doing the job that they are supposed to do.
- h) Do not borrow or lend money to anyone inside the factory.
- i) Do not damage, misuse MSIL property including New Cars forklifts, office equipment etc.
- j) Do not violate safety norms.
- k) Do not eat in the canteen without paying for it. Do not waste food.
- l) Do not threaten or intimidate colleague or superiors.
- m) Do not enter Paint Shop, Machine Shop, Engine Assy Area, R&D and other Off Limit areas including kitchen and Control Room, Group-4 lines.
- n) Do not engage in any demonstrations inside or around MSIL.
- o) Do not make false allegation against anyone.
- p) Do not smoke inside the plant or while walking on the road.
- q) Do not drive fast, park at wrong place or obstruct Road and passages.
- r) Do not bring Camera, cards, liquor, obscene photos and literature inside MSIL.
- s) Do not move stores from are place to another without instructions or permission.
- t) Do not cross conveyors or assembly lines ever. Follow marked passages.

x) Recoveries and Black listing

The second party agrees to pay charges for non-compliance of these agreements and loss suffered by MSIL due to their workers' negligence. It also accepts black listing of such workers who are found committing theft indulging in any activities causing damage to Company's properties and or reputation, violating instructions given in "Do not" list etc.

.A formal agreement on non-Judicial stamp papers of Rs. 100 would be executed between successful bidder and MSIL separately and the above terms and conditions will be the part and parcel of said agreement.

Acceptance of the above terms and conditions:-

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

(Signature)

Name and Designation of Authorized Signatory with seal

DY.GENERAL MANAGER (SMED)