

Ref: 2526/SVR/Tender 1183

Last Date for submission: 24th Oct-2025

Application for Pre-Qualification of Casting & Machine Shop process Scrap
Buyers- Gurgaon & Manesar Plants

To

Deputy General Manager

SVR Department
Maruti Suzuki India Limited
Palam Gurgaon Road
Gurgaon – 122015

Subject: Application for Pre-Qualification of Casting & Machine shop process scrap buyers for Maruti Suzuki India Limited vide advertisement on

<https://www.marutisuzuki.com/corporate/reach-us/business-opportunities.aspx>

Dear Sir,

This has reference to your subject advertisement regarding **Pre-Qualification of Casting & Machine Shop process Scrap** buyers validity from **01st Jan-2026 to 31st Dec-2027**. We hereby apply for the same. Our company details are given below.

S.No	Item	Details
1	Name of the Company	
2	Address	
3	Date of Incorporation	
4	Authorised Contact Person (Please give Name & Address)	
5	Phone No (with STD Code)	
6	Mobile Phone No. 1	
7	Mobile Phone No. 2	
8	E-Mail Address 1	
9	E-Mail Address 2	
10	Turn-Over without GST (Rs. Crores) 2021-22 2022-23 2023-24 2024-25 (Provisional)	
11	Profit After Tax (Rs Crores) 2022-23 2023-24 2024-25 (Provisional)	
12	Type of Business-(Please circle appropriate Type)	Aluminum -Scrap Trader / Melting Furnace Ferrous – Scrap Trader / Melting Furnace
13	Experience in Current business (No. of Years)	

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14	Status of Company- (Prop./Pvt Ltd/Ltd)	
15	Details of Directors / Partners (Add additional Sheets if required)	
	Name	Address & Phone No.
15.1		
15.2		
15.3		
16	Type of Scrap being applied for (PI tick the appropriate & delete the rest)	Aluminum / Ferrous / Both
17	Names of Manufacturers from whom Aluminum / Ferrous is being currently bought	
17.1		
17.2		
17.3		
18	Total Value of Scrap Purchased (Rs Crores)	In FY2023-24 In FY2024-25
19	Total Qty of Scrap Purchased (Metric Tonnes)	In FY2023-24 In FY2024-25
20	Invoicing Address for Scrap	
21	Godown Space Type (Please attach proof)	Rented / Leased / Owned
22	Godown Area (In Sq.Yards)	
23	Godown Address	
24	Working Capital (as per FY2024-25 Balance Sheet)- Rs Crores (Attach evidence)	
25	Working Capital Sanctioned by banks. Rs Crores (attach evidence)	
26	Total Working Capital (Rs Crores)	
27	PAN No (Self-Declaration on Company Letterhead)	
28	GST No (Self-Declaration on Company Letterhead)	
29	Already pre-qualified for MSIL related party, if yes mention name.	

We are also enclosing all the documents listed in Annexure-1

We hereby declare that all the information given above by us is found incorrect, MSIL has the right to cancel the contract that it may award to us based on this information.

Yours sincerely,

For & on behalf of
Name, Designation with co. seal

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Date
Place

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Preference for participation Please tick (✓)

Ferrous scrap Item codes for Gurgaon / Manesar Plants				
Sr. No	Item Code	Item Description	Loaction	Preference (PI Tick)
1	MSCHP-G	Scrap of MS Chips - Gurgaon	GGN	
2	MSCHP-M	Scrap of MS Chips - MPT Engine	MPT-E	
3	CIC-G	Scrap of cast iron chips with aluminium content -Gurgaon	GGN	
4	CIC-M	Scrap of cast iron chips with aluminium content - MPT Engine	MPT-E	
5	MCC-G	Scrap of Iron and Steel (Mutilated /Damaged CI Casting Component with minor Aluminum) - Gurgaon	GGN	
6	MCC-M	Scrap of Iron and Steel (Mutilated /Damaged CI Casting Component with minor Aluminum) - MPT E & C	MPT-E & MPT-C	
7	MSC-M	Scrap of mutilated steel components - MPT Engine	MPT-E	
8	FSC-M	Scrap of forging steel component - MPT Engine	MPT-E	
9	NFC-M	Scrap of non ferrous (AL) chips with cast iron - MPT Engine	MPT-E	
10	CIAL-G	Mix scrap of cast iron with aluminum chips - Gurgaon	GGN	
11	CIAL-M	Mix scrap of cast iron with aluminum chips - MPT Engine	MPT-E	

Non- Ferrous (Aluminium) machining scrap Item codes for Gurgaon / Manesar Plants				
Sr. No	Item Code	Item Description	Gurgaon	Preference (PI Tick)
1	DROSS-G	Scrap of Aluminum Dross , Film, Chips with Sand - Gurgaon	GGN	
2	DROSS-M	Scrap of Aluminum Dross, Film, Chips with Sand - MPT Casting	MPT-C	
3	AG01-G	Aluminum gates with wire mesh - Gurgaon	GGN	
4	AG01-M	Aluminum Gates with wire mesh - MPT Casting	MPT-C	
5	ALCH-G	Mix Scrap of Aluminum Chips/drips with Iron Content - Gurgaon	GGN	
6	ALCH-M	Mix Scrap of Aluminum Chips/drips with Iron Content - MPT Casting	MPT-C	
7	ALBC-G	Scrap of Bundled Aluminum Chips - Gurgaon	GGN	
8	ALBC-M	Scrap of Bundled Aluminum Chips - MPT Engine	MPT-E	

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Disclosure by the applicant

Description	Details
Name of Party	
Vendor Code	
GST No	
PAN No	
Type of Ownership	
Name of Proprietor	
Address	
Plant Capacity (Metric Tonnes)	
Logistics (Trucks availability)	OWNED/RENTED
Date of Vendor Code Creation	
Partner / Director-1	
PAN No	
Partner / Director-2	
PAN No	
Partner / Director-3	
PAN No	
Partner / Director-4	
PAN No	
Related Party name in MSIL, if any	

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Pre- Qualification Tender Terms & Conditions

Ref: 2526/SVR/Tender 1183

Closing Date:24th Oct-2025

Terms and conditions of Pre-Qualification

1. M/s MARUTI SUZUKI INDIA LIMITED, hereafter referred to as MSIL, is finalizing the list of buyers for Casting and Machine Shop process Scrap. Following terms and conditions mentioned herewith are only indicative and shall not be considered exhaustive, MSIL reserves its rights to include or alter any terms and conditions
2. Pre-Qualification Tenders are invited from prospective buyers in the trade of Scrap Purchase/ Scrap Melting Furnace etc. for disposal of different categories of Aluminum & Ferrous Scrap process scrap from Casting & Machine shops at Gurgaon & Manesar Engine & Casting plants.
3. **Scrap offered for Sale:** MSIL offers following categories of **Casting & Machine shop process scrap** for disposal, from Gurgaon and Manesar plants.

S.No	Category	Description	Scrap Generation / Month (Tentative)
1	Aluminum scrap	Dross / Gates / Bundled Chips / Chips / Mixed Chips	1200 MT approx.
2	Ferrous scrap	MS Chips (Dry / Wet) / CI Chips /Mixed Chips / Forging & Steel Components	2500 MT approx.

- a) **The above quantities are only indicative.** The scrap quantity would vary from month to month based on production volumes. Scrap would be sold on basis of actual generation from Gurgaon & Manesar Engine and Casting plants.
 - b) As the generation of scarp is continuous, it is required to be lifted on continuous basis.
4. **Criteria for Pre-Qualification:**
Basic criteria for pre-qualification of Casting & Machine shop scrap buyers are as follows:

S.No.	Criteria		Requirement	
1	Godown space in Delhi – NCR		750 Sq. Yards minimum	
2	Experience in Aluminum / Ferrous Scrap trade, Aluminum / Ferrous melting etc.		2 Years	
3	Working capital (WC) requirement	Aluminum scrap – Rs 1.0 Crores	Ferrous scrap - Rs. 1.0 Crores.	Both – Rs. 2.0 Crores
4	Payment Mode		RTGS /DD– One day in advance (Online funds transfer facility is Mandatory).	
5	Applicable licenses		The Contractor shall have necessary and Valid licenses and authority under applicable laws for disposal of scrap.	

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5. Document Submission:

- a) Applicants may submit application form along with terms and conditions, as detailed at S.No. 9, below.
- b) All pages of application form and attachments need to be signed and stamped by the authorised signatory.
- c) Incomplete applications are liable to be rejected.
- d) Applicants are also required to attach documents as per “check list of documents to be attached”, given in Annexure – 1, below.
- e) All tender documents should be submitted in a legible form and cutting, overwriting, remarks etc. are not permitted in the tender documents.

6. Shortlisting: After completion of pre-qualification process, shortlisted parties will be communicated individually by MSIL through e-mail. Successful pre-qualified parties are entitled to participate in Scrap disposal tenders.

7. No. of parties for each scrap category: MSIL reserves the right to decide the number of parties to be selected in each scrap category. In case MSIL decides to have more than one party, the additional parties will be required to match highest bid price - H1 in that category.

8. Last date of Submission: Interested buyers may submit application for pre-qualification **latest by 15th Oct-2025** to either of the following officials of the company:

Mr. Rajesh Jat

Deputy Manager (SVR)
Maruti Suzuki India Ltd.
Palam Gurgaon Road,
Gurgaon- 122015
Haryana
Tel: 0124-4392449

Mr. Ajay Kumar Yadav

Sr. Manager (SVR)
Maruti Suzuki India Ltd.
Palam Gurgaon Road
Gurgaon- 122015
Haryana
Tel: 0124-4884293

9. Other Terms & Conditions.

- a) If the short-listed applicant does not meet the selection criteria, at any point of time, MSIL reserves the right to withdraw his / her / their name(s) from the list of pre-qualified parties.
- b) The shortlisted party would be required to enter into pre-qualification agreement, signed on non-judicial stamp paper of Rs 100 denomination, with MSIL.
- c) They would also have to submit pre-qualification security deposit, refundable upon completion of the pre-qualification term.
- d) The participation of the pre-qualified traders would be reviewed regularly. During review if it is found that a pre-qualified party did not participate in any tender, for 3 consecutive months, the pre-qualification security deposit would be forfeited, and party will not be allowed to participate in tender thereafter.
 - i. However, such parties may be allowed to participate in tenders again, after submission of fresh security deposit, subject to approval of MSIL management.
- e) If the party continues to abstain from participation in the tenders for more than 6 months, MSIL reserves the right to withdraw their name from the list of pre-qualified parties.
- f) Renaming of any buyer will be considered only after submission of “Fresh” certificate of incorporation consequent upon change of name under the companies Act 1956, without any change in structure of company.

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- g) In case it is found that Director / Promoter / Partner of a pre-qualified buyer is related to another pre-qualified company / applicant or related to any employee of MSIL, their pre-qualification would be cancelled forthwith. MSIL reserves the right to blacklist the buyer.
- h) Buyers need to submit tender documents for participating in tender bid.

10. Arbitration Clause:

If any difference or dispute shall arise between the parties hereto 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 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 hereto. The venue for the arbitration shall be Delhi and provisions of the arbitration and conciliation Act, 1996 shall apply.

11. Conflict of Interest:

Each bidder must ensure that they are not in conflict of interest or related, either directly or indirectly, with any other bidder participating in this tender process. Bidders must disclose any direct or indirect relationships with other bidders, including common ownership, control, or association that could result in preferential treatment or unfair competition. MSIL reserves the right to reject bids or terminate contracts, at its sole discretion, where conflicts of interest or undisclosed relationships are discovered.

12. Undertaking by the buyers:

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

	(Signature) Name & Designation of Authorised Signatory Name of Company along with seal
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1. The person signing the terms and conditions must be authorized to act and sign the declaration on behalf of the applicant. The onus of this responsibility lies with the applicant.
2. Each page of terms & conditions to be signed.
3. The above terms and conditions are only indicative and not exhaustive, MSIL reserves its right to sign the detailed terms and conditions with prospective buyers.

Annexure-1

Note-All the pages of Application Form & attachment should be signed & stamped by Authorised Signatory.

Check List of Documents to be attached			
Sr. No.	Description	Documents Required	Attached
1	Working Capital	Audited Copy of Balance Sheets & Profit & Loss Account for the years 2022-23/23-24/24-25	Yes/No
		Letter from Bank/Fl,showing sanctioned Working Capital	Yes/No
2	Experience Scrap Trade/End-Use	Copy of current invoice / Contract showing Purchase of Aluminum /Ferrous Scrap	Yes/No
		Copy of at least 2 years old invoice / Contract showing purchase of Aluminum /Ferrous Scrap	Yes/No
3	Godown Space	Copy of Registration/Conveyance/Lease Deed or Rent Agreement	Yes/No
4	Other Information	Self Declaration on Company Letterhead for PAN/GST	Yes/No
5	Terms & Conditions	Terms & Conditions of Pre-Qualification Tender, signed with Co. Seal	Yes/No
6	Company Address Proof	Electric Bill/ Lease Agreement/ Landline Telephone Bill	Yes/No
7	Self Declaration on Company Letterhead	Any Criminal/Financial/Economic/Tax Case pending in any Court of Law.	Yes/No
8		Blacklisting by any Company ,if yes-give details.	Yes/No
9		Regarding Compliance of all Legal/ Safety Rules/ Regulation related to Handling/ Transportation/ Storage of Casting and Machine Shop process Scrap.	Yes/No
10		Any conflict of interest with any Employee of MSIL,	Yes/No
11	Declaration by Director/Partner/Promotor of the Company	Signed Declaration by al the Directors/ Partners/ Promoters of the Company that: He/ She/ They are not Directors/ Partners/ Promoters of any other company that is already Pre-Qualified or is participating in the current Pre-Qualification process	Yes/No
12	Any Other Document attached-pl specify		

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

General Terms and Conditions for Sale of Casting & Machine shop process Scrap

- 1 Tender (closed bid), for purchase & removal of the scrap material as per item code and quantity given in the tender, should be submitted online, before the closing date & time mentioned therein.
- 2 The tender not found in accordance with the terms & conditions is liable to be rejected.
- 3 The tender would be opened by the officer authorized by MSIL management, after expiry of the tender closing date & time. MSIL reserves the right to accept or reject the bid without giving any notice and / or assigning any reason in accordance with its internal policies and procedures without any notification to the bidders. Also, MSIL may reserve the right to select or drop the bids for further evaluation.
- 4 Each trader is entitled to submit only one bid. MSIL reserves the right to cancel the bid forthwith, in case more than one bid is found, without giving any notice. MSIL shall not be liable to pay for any loss or compensation in respect of such termination.
- 5 Each trader shall be deemed to acknowledge that they have carefully read the entire invitation for bid, including all forms, schedules, and annexure, and have fully informed themselves as to all existing conditions and limitations.
- 6 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.
- 7 Timing and sequence of events resulting from this invitation to bid shall be determined by MSIL.
- 8 No oral conversations or agreements with any employee of MSIL shall affect or modify any terms of this invitation for bid.
- 9 Successful selected bidders will have to sign a Non-Disclosure/Confidentiality Agreement with MSIL.
- 10 Traders can participate only based on their pre-qualification for particular category.
- 11 The scrap material for sale is classified as per the details given below. The Indicative quantity / tentative quantity is / are given in the tender.

Ferrous machining scrap Item codes for Gurgaon / Manesar Plants					
Sr. No	Item Code	Item Description	Gurgaon	MPT-Engine	MPT-Casting
1	MSCHP-G	Scrap of MS Chips - Gurgaon	√		
2	MSCHP-M	Scrap of MS Chips - MPT Engine		√	
3	CIC-G	Scrap of cast iron chips with aluminium content -Gurgaon	√		
4	CIC-M	Scrap of cast iron chips with aluminium content - MPT Engine		√	
5	MCC-G	Scrap of Iron and Steel (Mutilated /Damaged CI Casting Component with minor Aluminum) - Gurgaon	√		

6	MCC-M	Scrap of Iron and Steel (Mutilated /Damaged CI Casting Component with minor Aluminum) - MPT E & C		√	√
7	MSC-M	Scrap of mutilated steel components - MPT Engine		√	
8	FSC-M	Scrap of forging steel component - MPT Engine		√	
9	NFC-M	Scrap of non ferrous (AL) chips with cast iron - MPT Engine		√	
10	CIAL-G	Mix scrap of cast iron with aluminum chips - Gurgaon	√		
11	CIAL-M	Mix scrap of cast iron with aluminum chips - MPT Engine		√	

Non- Ferrous (Aluminium) machining scrap Item codes for Gurgaon / Manesar Plants					
Sr. No	Item Code	Item Description	Gurgaon	MPT-Engine	MPT-Casting
1	DROSS-G	Scrap of Aluminum Dross , Film, Chips with Sand - Gurgaon	√		
2	DROSS-M	Scrap of Aluminum Dross, Film, Chips with Sand - MPT Casting			√
3	AG01-G	Aluminum gates with wire mesh - Gurgaon	√		
4	AG01-M	Aluminum Gates with wire mesh - MPT Casting			√
5	ALCH-G	Mix Scrap of Aluminum Chips/drips with Iron Content - Gurgaon	√		
6	ALCH-M	Mix Scrap of Aluminum Chips/drips with Iron Content - MPT Casting			√
7	ALBC-G	Scrap of Bundled Aluminum Chips - Gurgaon	√		
8	ALBC-M	Scrap of Bundled Aluminum Chips - MPT Engine		√	

- 12 **Quantity:** H1 bidder shall be committed to lift 100% quantity at H1 rate.
- 13 The quantities given in the On-line tender are approximate only and not binding on MSIL in any way. MSIL is not responsible for any loss / damage that the tenderer may suffer / sustain owing to change / shortage or increase or defect in the quantity.
- 14 MSIL RESERVES THE RIGHT TO WITHDRAW AT ANY TIME ANY MATERIAL IN FULL OR PART 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 Casting & Machine shop process scrap is to be lifted from MSIL Gurgaon plant and MSIL Manesar Plant as per schedule. No change in schedule will be entertained. If a buyer misses any schedule, MSIL reserves the right to accept or reject request of extension / change of schedule.
- 17 The material as offered has to be lifted by the party.
- 18 Casting and Machine shop process scraps are generated on a regular basis and will be required to be lifted from pre-specified location on daily basis.
- a. For mix scrap of Cast iron with Aluminum chips and scrap Cast iron chips category of scrap, selected parties would have to place trucks below machine shop conveyor chutes of all plants of MSIL(whenever required), at all times – in A / B / C shifts including Sundays & holidays.
- b. Casting & Machine shop process Scrap is loaded approx. till 1 ft below the top level of truck body, as per MSIL safety norms. No request / complaint, in this regard, would be accepted.
- 19 Casting & Machine shop process scrap is to be loaded in leak proof Dumper truck (all plants of MSIL). Trucks to be provided by traders as per daily requirements. Safety parameters for trucks to be ensured as below.
- a) Battery terminal covered with insulation.
- b) Junction box terminals covered with insulation.
- c) All electrical connections/wires covered with insulation.
- d) Gap between driver cabin and truck body to be covered, so that material does not fall in the said gap.
- e) Truck wheel stopper-02 nos must be available with scrap truck.
- 20 MSIL reserves the right to withdraw at any time, any items in full or part without assigning any reason thereof. At the time of delivery any material found useful can be withheld without assigning any reason thereof.
- 21 All kinds of scrap offered, under the category, would have to be taken by the tenderer. No guarantee can be given regarding its quality. No segregation would be allowed.
- 22 **Price Basis:** The prices to be offered are basic prices for all the plant locations of MSIL (**inclusive of loading charges**), in Rs per Ton.
- a) The buyer shall also liable to pay taxes, levies, cess, duty, etc. as applicable at the time of invoicing.
- b) Final billing invoice would include applicable taxes i.e. GST, Cess (if any) and TCS. Any new tax imposed by the state / central Govt. will also be borne by the buyers.
- 23 **Contract Validity Period:** As given in the On-line tender.
- 24 **Price validity:** The selling price will be valid for the entire duration of Contract Validity period with no price revision during the period.
- 25 **Earnest Money Deposit (EMD)**
- a. EMD, as indicated in the tender, must be remitted by crossed Demand draft / RTGS drawn in favour of Maruti Suzuki India Limited, on any Indian scheduled Bank payable at New Delhi, along with the tender documents. **NO OTHER MODE OF PAYMENT WILL BE ACCEPTED.**
- b. The EMD of the unsuccessful tenderers shall be refunded within 4-weeks after the award of the contract to the successful bidder(s).
- c. EMD of successful tenderers would be retained and adjusted against security deposit for the tender. EMD is liable to be forfeited in the event the successful bidder(s) fails to deposit the security deposit.
- d. No interest will be payable by MSIL to the tenderer on the amount of the EMD.

26 **Security Deposit:** Successful bidders will be required to submit security deposit with MSIL @5% of basic amount + taxes etc., of the quantity allotted.

- a. Full amount of security deposit has to be deposited before the date of start of tender. Invoicing of vehicles will start only after receipt of full security amount.
- b. The security deposit shall be refunded after successful completion of contract only.
- c. MSIL has the right to forfeit this security 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.
- d. No interest will be payable by MSIL to the tenderer on the amount of the security deposit.

27 **Payment Terms:** The contractor will be required to pay the money for scrap to be lifted, at least 1 day in advance in term of DD / RTGS only and receipt of the same to be produced at the time of collection of the scrap.

28 **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 addition to above **point no-a** ,in case 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 with immediate effect 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 loss or damages to MSIL arising out of the said transactions.
- c. In case of failure to provide the trucks as per daily requirement, MSIL reserve the right to impose penalty @1000 per truck for the same day.
- d. Penalty for left over material on last day of the tender period will be @10% of the value of left over quantity on trader.
- e. Any Penalty imposed by MSIL will attract GST as applicable. Moreover any new tax imposed by the state/central Govt., in this regard will be borne by the buyers.
- f. 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
- g. MSIL reserves the right to levy penalty for failure to follow the Environmental rules related to transportation/storage/handling of the Casting and Machine shop process scrap items, penalty will be imposed @Rs.5000 per truck.
- h. Penalty of Rs.1000 will be charged for any truck breaks down inside MSIL. Repair of any kind is not allowed for rucks inside MSIL. Trucks are to be taken out by toeing using crane only.
- i. Any violation of MSIL rules shall be dealt in accordance with the Vigilance rules / processes and shall attract penalty.

29 **Delivery:**

- a. Arranging the required number of trucks at required time, on daily basis without fail, is the responsibility of the buyers, to prevent any material falling on the ground. 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.
- b. It is party's responsibility that after loading from conveyor, material should not fall on ground once truck starts moving i.e. it should be covered from all sides to prevent any spillage of material.
- c. The delivery of scrap is Ex-factory (Maruti Suzuki India Ltd plants at Gurgaon / Manesar). 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.

- d. Trucks loaded after close of "Invoicing 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.

Loading facility available at MSIL shall include forklift of up to 3 tons and the labors. Other facilities required for lifting and transport of waste is required to be arranged by the bidder at its own cost. 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.

30 Other Terms and Conditions:

- a. The tender is liable to be rejected and participation in the tender will not be permitted in the event of incomplete tender bids (without EMD). Any remarks to be filled by the bidder should be checked thoroughly by the bidder before submission of the bid.
- b. Penalty, Rs 5000/- (Rupees Five Thousand) + taxes would be imposed on tender bids rejected on this account.
- c. MSIL may modify, add, amend any of the terms & conditions herein and any such change shall be valid and binding on the bidder.
- d. The materials are sold on 'AS IS WHERE IS BASIS'. No complaint in regard to quality / type of the materials will be entertained. The materials once sold will not be taken back under any circumstances.
- e. Materials would be weighed on MSIL's weigh bridge. No request for weighing or re-weighing the material at other than MSIL's weigh bridge will be accepted in any circumstances and no claim in this 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.
- f. MSIL can enter into parallel contract(s) with more than one party for this scrap disposal.
- g. 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.
- h. 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, On – Line Tender offer communicated to the tenderer. The tenderer shall in good faith notify MSIL of any such clerical error or mistake.
- i. 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.
- j. Contractor/ Party ensures that contractor/ party does not have any conflict of interest with any employee of MSIL.
- k. 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 be 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. 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.
- l. 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.
- m. All trucks/ vehicles must have valid registration certificate, Insurance certificate and pollution certificate as per applicable Govt. rules, which can be checked by MSIL vigilance deptt. at the time of vehicle

entry. Any truck/vehicle not meeting the applicable Govt. rules, will not be allowed to enter MSIL premises.

- n. Driving of trucks has to be within specified speed limits and all safety precautions are to be adhered to as per safety standards applicable within MSIL.
- o. All trucks must be in good appearance / working condition. The 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.
- p. All persons / truck drivers are required to wear shoes / helmets and adhere to MSIL safety rules & regulation.
- q. It is also the responsibility of the party for good and honest conduct of their personnel's, for whom they have recommended for issue of gate pass. The party 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.
- r. All scrap items are to be lifted from generation department.
- s. In case it is found that Director / Promoter / Partner of a Pre-Qualified buyer is related to another pre-qualified company / applicant, or related to any employee of MSIL, their pre-qualification would be cancelled forthwith. MSIL reserves the right to blacklist the buyer.

31 Confidentiality of Information

The applicant and their employees / representatives 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.

32 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.

33 Safety of Transport:

Timeliness & safety of transport arrangement is paramount in operations related to Casting and Machine shop working and scrap disposal.

- a. Buyers have to ensure that there is no problem of trucks failing to start during loading /transport process in MSIL. Also if any truck is found without Head lamp, side mirror, side indicator, brake light etc, penalty will be imposed, as per MSIL norms, in the name of the bidder for any vehicle not meeting safety standard. The bidder will have to bear the same.
- b. Please also ensure timely availability of trucks / drivers as per daily requirement to avoid any delay in lifting. Penalty, as per MSIL norms, would be imposed in case of driver not being available.

34 Acceptance of the above terms and conditions:

Signed copy of this terms and conditions (duly signed in each page) has to be submitted by the contractor / party at the time of submitting the tender.

By clicking on the "I agree" button, bidder's acceptance to the terms & conditions will be registered on the portal and shall constitute valid acceptance for the purposes of the tender.

A formal agreement on non-Judicial stamp papers of Rs.100, has already been executed between successful bidder and MSIL. The above terms and conditions form a part and parcel of said agreement.