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FIAT5088 | **NOVEMBER 26TH ,2026**

ON BEHALF OF **FIAT INDIA AUTOMOBILES PRIVATE LIMITED** **PLOT NO. B – 19, RANJANGAON M.I.D.C. INDUSTRIAL AREA, RANJANGAON – 412 220, TALUKA SHIRUR, DISTRICT PUNE, MAHARASHTRA, INDIA**	**ONLINE AUCTION CONDUCTED BY** **SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD,** **128, MAHATMA GANDHI ROAD,** **CAMP PUNE - 411001**
E AUCTION WILL BE HELD ON 26/11/2026 FROM 2:30 P.M. ON WARDS ON THE WEBSITE. **www.srauctioneers.co.in**	
Name Of The Seller:	**FIAT INDIA AUTOMOBILES PRIVATE LIMITED here in after referred as "FIAPL".**
Material will be sold on Arising or Arranged Basis & "ON NO COMPALAINT & AS IS WHERE IS BASIS" INSPECTION AT BELOW PLANT	
Plant Pune Address :	**FIAT INDIA AUTO MOBILES PRIVATE LIMITED**
Contact Persons for Pune Plant :	**SRAPL OFFICE - 8956132120**
Inspection Date & Time for Pune Plant :	**With Prior Appointment Only and before submission of Participation Fee.**
Last Date of Submission of Participation fee :	**25TH NOV 2026 BY 02:00 PM**
Participation Details	
Demand Draft / RTGS/NEFT ONLY name:	**SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD.**

IMPORTANT NOTE

1.	To make entry in register before entering FIAPL's factory premises for inspection of the material.
2.	Participation in the Auction shall be allowed only after submitting the Participation fee.
3.	Please refer terms and conditions of auction before bidding.
4.	It shall be mandatory for the winning bidder to have ESIC, PF, WC/Personal Accident Insurance Policy/Commercial General Liability and such other applicable coverage as is required by law, for all its workmen and supervisors who will be deployed for working on FIAPL's business whether or not in FIAPL's premises.
5.	Before awarding of contract If H1 vendor option could not be realized due to various reasons, H2 vendor option shall be the other choice to select for awarding of contract as per the business need, Provided all the necessary compliances are being met. In such a case H2 bidder should not have any objection to raise and should agree to the decision and accept.

Contact SRAPL	**Email. info@srauctioneers.co.in**

Important note for bidder who want to participate in online auction. The bidder shall submit following documents along with Participation Fee on the date mentioned above. Participating bidder will have to download the entire form from the website www.srauctioneers.co.in and submit the same after filling in the requisite information and sign each and every page of the form and accept the terms and conditions mentioned therein.

1.	Name and address of the firm/company
2.	Incase of Private Limited company - submit certificate of incorporation
3.	In case of partnership firm - submit registered partnership deed
4.	Please submit Shop and Establishment License, PAN card, GST Certificate and any other document issued by Government Authorities
5.	Income Tax Return for the last 3 financial years-For newly formed company, Latest ITR Is applicable since inception for new bidders.
6.	Balance sheet for the last financial year
7.	Client list on whose behalf scrap lifting has been done
8.	Vendor relative declaration (only in case selected for as h1 bidder)
9.	On declaring the highest bidder in the online auction and on award of the contract the successful bidder shall deposit maximum 10% (as the case maybe) EMD within 05 days through RTGS/NEFT ONLY TO THE ACCOUNT OF "FIAT INDIA AUTOMOBILES PRIVATE LIMITED"
10.	Last day of Submission of Valid documents before 2 working days' end of the day of the Auction date. If last date of visit or submission of documents or Participation Fee is holiday, then bidder shall deposit two-day prior
11	In line with the point no 04 above In Important note one time consent from your end is mandatory before participating in the auction.

If above all documents are not submitted, the bidder shall not be allowed to participate in the auction.

Note: In case of any dispute, the decision of FIAT INDIA AUTOMOBILES PRIVATE LIMITED shall be final.

E-AUCTION CATALOGUE	
E-AUCTION DATE	26/11/2026
E-AUCTION STARTING TIME	2:30 P.M.
E-AUCTION END TIME	3:30 P.M. Unlimited Extension. Auto extension of 3 minutes after receiving the last. If no bid is received within 3 minutes of the closing time, this auto extension will automatically get over as per the time displayed on our bidding site.
WEBSITE	www.srauctioneers.co.in
E-AUCTION ID	FIAT5088
PARTICIPATION AMOUNT	Rs.20,000/-

LOT NO	DESCRIPTION OF MATERIAL	SAP CODE	APPROX QTY	GST %	TC S %	PARTICIPATION FEE IN RS.
[ARISING PERIOD FOR 6 MONTHS]						
01	Hard Top (Car Rooftop)	-	5 MT	18	2	10,000/-
02	DISPOSAL OF FELT JUTE CUSHIN PROC REJ MA	0SDR0042	25 MT	18	2	10,000/-

Please contact FIAPL on fiapl_surveillance@fiapl.com in the event of any concerns to any bidder from Participating in auction process or while lifting and transporting material from FIAPL premises.

IMP NOTE
Quantities mentioned are approximate, actual quantity may vary based on production volume. Scrap buyer shall lift material till completion of validity period as per agreed terms.
Qty is on recurring oron lot basis. Qty has to be lifted by the bidder as and when arise during the contract phase.
Any unethical practices by scrap dealer will call for levy of penalty worth 20% of invoice value / forfeiture of Security Deposit and / or blacklisting from Co., based on decision by Scrap Review Committee / Apex Ethics Committee.

SIGNATURE & SEAL.

PHOTOS FOR REFERENCE ONLY BIDDERS ARE REQUESTED TO CARRY OUT INSPECTION OF THE MATERIAL BEFORE BIDDING

LOT NO. 01 – HARD TOP



LOT NO. 02 – DISPOSAL OF FELT JUTE CUSHIN PROC REJ MATEIRAL



BIDDER REGISTRATION FORM															
DATE :															
NAME OF THE FIRM :															
ADDRESS :															
CONTACT No.															
LAND LINE WITH STD CODE															
EMAIL ID :															
GST NO :															
PAN NO :															
PLEASE ENCLOSE XEROX COPY OF GST CERTRIFICATE & PAN CARD															
BANK DETAILS															
BANK NAME															
ACCOUNT NAME															
ACCOUNT NO :															
IFSC CODE :															
BRANCH NAME :															
HAZARDOUS WASTE CERTIFICATE :	BURNT OIL	☐	E-WASTE	☐	LEAD ACID BATTERY	☐									
PLEASE ENCLOSE XEROX COPY OF PASSBOOK & CONSENT THE ABOVE															
NAME OF THE PERSON THE BIDDING ON BEHALF OF THE FIRM/COMPANY: & DESIGNATION															
SIGNATURE & SEAL															

BIDDER PARTICIPATION DETAILS

NAME OF THE FIRM/COMPANY :	
UTR / DD NO & DATE :	
AMOUNT Rs. :	
BANK NAME :	
BIDDER WILL BE ISSUED SINGLE LOGIN & PASSORD FOR THE REGISTERED LOTS	
IMPORTANT NOTE:	**1] BIDDERS ARE REQUESTED TO GIVE THEIR PAN NO. AND GST NO.**

SELECT LOT/S FOR BIDDING √

LOT NO.	PARTICIPATION FEE	SELECTION √	LOT NO.	PARTICIPATION FEE	SELECTION √	LOT NO.	PARTICIPATION FEE	SELECTION √
		☐			☐			☐
		☐			☐			☐
		☐			☐			☐

This participation fee is refundable without any interest, however would not be adjusted as part / full portion of Earnest Money Deposit in cases where the Bidder's bid is accepted by the Seller and then the bidder becomes the Buyer. For Selected lot/lots EMD should be paid within Five days from the date of acceptance of your Bid. For payment of EMD no extension will be granted.

Quantities mentioned are approximate, actual quantity may vary based on production volume. Scrap buyer shall lift material till completion of validity period as per agreed terms.

NAME OF THE PERSON THE BIDDING ON BEHALF OF THE FIRM/COMPANY : & DESIGNATION	
SIGNATURE & SEAL :	

BIDDER UNDERTAKING
UNDERTAKING FROM BIDDER FOR THE ONLINE AUCTION NO:FIAT5088 ON BEHALF OF FIAT INDIA AUTOMOBILES PRIVATE LIMITED
THIS IS APPLICABLE FOR THE BIDDERS ONLY

THIS AGREEMENT IS SIGNED ON :-_____("EFFECTED DATE")

BETWEEN:

SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD, having its registered office at _____(here in after referred to as "SRAPL) of the first part

AND

(hereinafter referred to as "Bidder") of the second part

The purpose of this Agreement is to confirm that the Bidder has understood below terms and conditions of the online auction being conducted by SRAPL. for the goods / material of the **FIAT INDIA AUTOMOBILES PRIVATE LIMITED,** here in after referred to as "SELLER / FIAPL**"**)

1	The Bidder has read and understood the online catalogue for auction being conducted on www.srauctioneers.co.in. i.e. inspection, terms and condition of online auction, details of goods / material, the basis of bidding, the bidding procedure, contract particulars, etc. Verification or inspection of material prior to auction is at discretion of Bidder, but once auction is concluded, FIAPL shall not give any discount for the reason for non inspection of material.
2	All the information pertaining to weight, condition, etc which has been mentioned in the "Online Auction" Catalogue by SRAPL, is to the best of its knowledge. The bidding basis will be "ARISING BASIS" and on "NO COMPLAINTS" and "ON AS IS WHERE IS BASIS". The Bidder is deemed to have inspected the material put for "ONLINE AUCTION" and has satisfied himself about the quality, quantity and location of material put to auction.
3	**PARTICIPATION FEE** The Participation Fee for all the lots is **Rs.20 ,000/- (TWENTY Thousand Rupees Only)**
4	The Participation Fee / EMD shall be interest free. The Participation Fee shall be deposited through RTGS/NEFT ONLY TO "**SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD**." ACCOUNT. Participation Fee of unsuccessful bidders shall be refunded after the declaration of auction results.
5	The Bidder agrees to accept the LOGIN ID & PASSWORD issued to him. The Bidder has read and understood the bidding process on www.srauctioneers.co.in website.
6.	The Bidder agrees that bidding IP address shall not be same as that of another bidder. In the event, it is found that the IP address of two bidders are same, then your bidding is liable to be cancelled and suitable action will be taken against concern bidder by forfeiting their Participation Fee and/or blacklisting them from further bidding.
7	It shall be mandatory for the winning bidder to have ESIC, PF, WC/Personal Accident Insurance Policy/Commercial General Liability and such other applicable coverage as is required by law, for all its workmen and supervisors who will be deployed for working on FIAPL's business whether or not in FIAPL's premises.
8	All correspondence shall be done to the office address of SRAPL i.e. 128 Mahatma Gandhi Road Pune-411001 and e-mail address info@srauctioneers.co.in/admin@srauctioneers.co.in.
9	The Bidder authorizes **SRAPL/FIAPL** to forfeit his Participation Fee in case the Bidder fails to pay the EMD for the bid, for which he is the highest Bidder. The Bidder agrees to honor his bid/bids, for the goods / material offered under the bid / bids, on the declaration of the auction results. Bidder agrees to compensate **SRAPL/FIAPL** the loss in the transaction it may suffer incase of non performance by the Bidder of the terms & condition of this Agreement. In the event of non performance by the Bidder, SRAPL/FIAPL shall be entitled to forfeit Bidder's Participation Fee.
10	The bidding amount against the login ID allocated to the bidder shall be captured in the software system during the bidding process. The record of each bid is maintained by SRAPL.
11	In the event if the Bidder fails to honor the commitments, **SRAPL/FIAPL** shall have right to re auction the unsold goods / material after the auction gets over and the Bidder shall have no objection to the same.
12	In the event of any doubts arising after the auction event, the software recorded shall be treated as final.
13	The Bidder is hereby legally bounded to have accepted the price as per the bid in the software record maintained by SRAPL. If approached by SRAPL as the winning bidder, the Bidder shall honor the down payment procedure. Further the successful Bidder Authorizes SRAPL to forward the Participation Fee as part payment of EMD to **FIAPL,** if required and pay the balance amount of EMD to **FIAPL.**
14	SRAPL shall not be responsible for any loss of bidding opportunity to the Bidder on account of infrastructure, hardware, internet speed, local ISP services or any other reasons at the Bidder's end. However, SRAPL encourages the Bidder to immediately approach SRAPL and report the problem during the bidding and request for extension of time or any other support.
15	SRAPL shall flash important messages during the auction. The Bidder should abide by the instruction / message. The Bidder may seek any support from SRAPL for the instruction / message displayed during auction process..The auction message shall be deemed to be a part of the catalogue.

16	Criterion for selection of bidder: Shall ensure the participation if has a clean (no conviction) record for at least 10 yrs as on date prior to award Shall submit valid documents for participation in the auction process; Shall adhere to all the agreed services and the terms and conditions of the contract Shall disclose conflict of interest, if any Shall always follow ethical practices in all dealings Shall always comply with the laid down policies of FIAPL Shall always abide by the Code of Conduct of FIAPL (copy available on request) Shall not indulge in practices that could be construed to be against public policy and those prohibited by law Shall not involve itself or initiate any undesirable action that has the effect of disrupting business interests and activities of FIAPL; and Shall provide full support and cooperate in all internal reviews and verification processes instituted by FIAPL or at its directions. The Bidder understands the right of bidding for the auction is reserved and incase of any irregularities by the Bidder, which can affect the bidding process, the Bidder will be blacklisted. The Bidder further confirms that his qualification for bidding in the auction is subject to all of the above criteria, detailed internal review and due diligence that FIAPL may cause to be conducted in its absolute discretion and in case of any irregularities found during the course of this exercise on the part of the Bidder, affecting the bidding process, FIAPL shall be free to take such appropriate action as it deems fit such as disqualification for the instant bid and/or future bids including blacklisting for dealing with FIAPL. The decision of FIAPL shall be final, conclusive and binding upon the bidder in this matter and no correspondence whatsoever shall be entertained in this regard. Upon successful completion of the auction process, FIAPL reserves the right to allot the bid/contract based on the finding of its internal review / due diligence process of the Bidder and other associated verifications w.r.t. all legal and statutory compliances in its absolute discretion
17	The Bidder has received and accepted the terms and conditions given in this catalogue.
18	It is mutually understood and agreed that the laws of India shall govern this Agreement,. The court of Pune shall have exclusive jurisdiction relating to any proceedings arising out of this Agreement.
19	Auctioneer reserves the right to extend the timing of auction and can reauction unsold goods / materials as per the instructions from FIAPL.

AGREED TO BY,

BIDDER SIGNATURE & SEAL

TERMS AND CONDITIONS OF AUCTION SALE	
1) DESCRIPTION OF MATERIAL :	
1A	The goods / material shall be disposed of on "As is where is" basis may be in wet, dry or rusty condition. No complaints whatsoever will be entertained after the bid is made and it will be expressly, understood that the Bidder has fully satisfied him self regarding the quality, condition of the available material before bidding. The disposable materials are normally kept in the scrap yard in open space and FIAPL will not be in any manner responsible for any damage/deterioration of the goods / material. The goods / material auctioned shall in every respect remain at the risk of the Bidder from the day of auction and FIAPL shall not accept any responsibility for the safe custody.
1B	The number, quantities or tonnage and nature of goods / material given in the catalogues are only indicative and the goods / material will be sold without any regard or consideration to this numbers/tonnage of go o ds / materials and no warrantee shall be implied.
2) PAYMENT TERMS : Advance	
In case of successful bidder	
FOR ARISING LOTS : **APPLICABLE FOR THIS E AUCTION** ☐V	
2A.	RTGS/NEFT payment of 10% max (Can be mutually Discuss) of sale value towards Security Deposit must be made within 5 days from the date of receipt of sales contract issued by FIAPL through the auctioneer. If on the receipt of Sales contract, the highest bidder fails to pay Security Deposit and advance amount required as per clause no.2C, the Participation Fee paid by the Bidder to auctioneer shall be forfeited, the bid shall be cancelled and lot will be re-auctioned. The defaulter however will not be allowed to participate in further auctions of FIAPL and will be blacklisted.
FOR ARRANGED LOTS : **APPLICABLE FOR THIS E AUCTION**	
2B.	RTGS/NEFT payment of **Security Deposit minimum 10% and Advance amount mutually agreed between the Scrap buyer and FIAPL** must be made within 5 days from the date of receipt of sales contract issued by FIAPL through the auctioneer. If on the receipt of Sales contract, the highest bidder fails to pay Security Deposit and advance amount as mutually agreed required as per clause no. 2C, the Participation Fee paid by the Bidder to auctioneer shall be forfeited, the bid shall be cancelled and lot will be re-auctioned. The defaulter however will not be allowed to participate in further auctions of FIAPL and will be blacklisted.
2C.	The goods / material must be removed by successful bidder as per the schedule given by FIAPL against the full payment inclusive of all taxes wherever applicable. For this purpose, the Successful Bidder should contact FIAPL's concerned authority to ascertain the quantity available for lifting.
2D.	Security Deposit will not be adjusted against the periodic deliveries taken but will be returned to the Bidder after the entire goods / material is taken by the Bidder during the period of contract and to the satisfaction of FIAPL along with reconciliation of account, if any. All the quantity to be lifted. Area to be cleared.
3.TAXES & DUTIES	
3A	GST and TCS tax as applicable as per law and will be charged extra.
3B	The Bidder shall comply with all applicable GST Laws, including the GST Act, rules, regulations, procedures, circulars and instructions issued there under from time to time and shall ensure that such compliances are done within the time prescribed under such laws.
4. DELIVERY OF SCRAP MATERIAL :	
4A.	**Scrap buyer to ensure the sufficient funds available 48 Hrs before Lifting of the scrap material.** The Bidder shall make his own arrangement for loading & transportation of the goods / material from FIAPL's premises. The Bidder shall not be entitled to claim any facility or assistance in this regard. The goods / materials old on weight basis will be weighed on FIAPL's weight–bridge in the presence of FIAPL's representative. The weights recorded on the weighbridge shall be final and binding on both parties. No complaints in shortage in the weight will be entertained.
4B.	To take the delivery of the material concern authorized person from scrap buyer to approach to FIAPL concern authorized person selling of scrap.
4C	The general conditions of goods against all lots of the list shall be treated as Scrap/Unserviceable lots and condemned unless otherwise specifically mentioned against the items or lots.
4D	Lots auctioned must be cleared within the stipulated period to the extent of materials available. Partial lifting will not be permitted. Successful execution to the contract will mean complete of the lots sold from specified location
4E	The Bidder shall not entitled to choose or pick up any particular material from the lot and shall lift the entire material as available in the lot and as per the directions of FIAPL.
4H	The Bidder shall not be allowed to lift any other material than the goods / material described in the lot even if such material is found in FIAPL premises at the time of taking delivery. The goods / material other than that has been described in the lot but found in FIAPL premises belonging to FIAPL should not be lifted .In case any successful Bidder is found lifting material belonging to FIAPL will fully, severe action shall be instituted by FIAPL against such Bidder. This may include even lodging of Police Complaint.
4I	**DELIVERY WILL BE EFFECTED DURING WORKING DAY & HOURS AS MENTIONED BY FIAPL.**
4J	The Bidder shall obtain the payment confirmation and take delivery order prior to taking actual delivery of goods / material.
4K	Re-Sale shall not be recognized and release order shall be made in the name of actual successful Bidder only.
4L	No transfer of amounts from one party to another party shall be allowed.
4M	In case any Bidder purchases goods / material and after making full payment removes the part of the goods / material and fails to remove the balance goods / material, in that case, after the stipulated time is over (including the extension granted, if any), the goods / material shall be treated as abandoned and whatever amount is paid for the goods / material shall be forfeited along with the EMD. and the balance goods / material will be disposed of by FIAPL as deemed fit.
4N	The goods / material sold must be cleared within the stipulated period as stated. If the successful Bidder at any stage either neglects or refuses or is unable to take delivery of the goods / material for any reason whatsoever within the prescribed time or the performance of the Bidder is unsatisfactory, FIAPL shall have the right to terminate the contract and forfeit EMD amount and claim such further losses and damages that may be caused to FIAPL by such breach. The decision of FIAPL regarding satisfactory performance or otherwise will be final and binding on the Bidder and such goods / material shall be resold by FIAPL without any further reference to the Bidder.

5. TERMINATION OF CONTRACT :	
FIAPL reserves the right to terminate the contract at any time on the following grounds	
5A	The Contract may be terminated by FIAPL at any time for any reason or for no reason upon written notice of termination to the Bidder.
5B	Breach of the terms and conditions of the contract. The decision of FIAPL to terminate the contract shall be final and binding and no claim for damage and/ or compensation shall lie against FIAPL.
5c	Any unethical practices by scrap dealer will call for levy of penalty worth 20% of invoice value / forfeiture of security Deposit and / or backlisting from co, based on decision by scrap review Committee / Apex Ethics Committee.
6.GENERAL :	
6A.	The highest auction bid will be subject to approval of the 'Committee" appointed by the FIAPL which will supervise the auction sale proceed and reserve the right to accept or reject the highest bid without declaring any reasons whatsoever. Such decisions shall be given after review by internal committee. The Company reserves the right at its discretion to withdraw any goods / material Prior to commencement of auction without assigning any reasons thereof.
6B	Bidder are warned that any attempt to misuse gate pass, challans authorizing delivery, or any such documents shall be liable to serious penalties or such other action as may be decided by FIAPL. The Bidder should therefore ensure that, important documents relating to the sale are in the custody of trustworthy and responsible persons.
6C.	In addition, if the Bidder fails to lift the quantity or the quantity generated as the case may be by the end of each month during the contract, then the company reserves the right to sell such accumulated quantity to any person and any loss that the company may suffer by way of lesser rate will be recovered from the EMD of successful bidder.
6D	Normally no gas cutting/cutting of the goods / material shall be allowed. However, in case where it is found that without such facility the removal of the goods / material is impossible, such gas cutting/cutting may be considered on specific request of the Bidder depending upon the merit of the case keeping the safety angle in view and shall be at the sole discretion of FIAPL. Only safe oxy- acetylene gas cutting shall be allowed with the permission of FIAPL. If the goods / material is required to be shifted for cutting, the charge of shifting & cutting shall be borne by the Bidder. Also needs to sign the safety agreement as per FIAPL requirement
6E	Once the goods/ material are taken out of the FIAPL factory, the Bidder shall be solely responsible for all sorts of claims like shortage, missing parts, damage, accident, loss of material etc.;
6F	The Bidder workmen shall be subject to the security rule of FIAPL in force while in FIAPL's premises. The Bidder and his workmen shall not commit any nuisance, theft or indulge in any antisocial activities in FIAPL's premises. The Bidder shall be liable for the good conduct, safety and discipline of his workmen. In case of any such activity delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
6G	While taking delivery of the goods / material the Bidder shall be responsible for any damage that may be done to premises/fittings of FIAPL in the course of removing the goods / material purchased by him. FIAPL may at its discretion arrange to make good such damages and the Bidder shall pay for the same on demand. If such payment is not made on demand, FIAPL may forfeit the EMD/ Security Deposit or may stop delivery of the goods / material until payment is made.
6H	FIAPL shall not at any time be responsible for any injuries caused due to accident within its premises either to the Bidder or its representative / workmen and the Bidder shall make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the purchaser to provide necessary safety devices to the labour who are engaged in loading the materials.
6I	If any accident or damage to the property /life etc. occurs by reason of any act of negligence/omission/default or non- compliance with any of the terms and conditions or statutory regulations or rules and regulations applicable within FIAPL's premises, on the part of Bidder /representative or employees, resulting in death or injury to any persons or damages to the property of FIAPL or any third party , then in such an event the Bidder will have to pay compensation to such person including the employees of FIAPL for such accident/injury/death or damage caused to their employees or to any of the Company's employees or to others or to the Company's property. The purchaser will shall in any event keep the Company fully indemnified from any demand, claims or proceedings thereof.
6J	The Bidder must have consent from SPCB to operate under Section 26 of the Water (Prevention and Control of Pollution) Act 1974, under section 71 of the Air (Prevention and Control of Pollution) Act 1981 and authorization under Rule 5 of the Wastes (Management and Handling) Rules 2000,2003 whichever is applicable to you.
6K	The Bidder shall strictly follow the guidelines of transportation of Hazardous Waste as stipulated by CPCB & MPCB.
6L	Any deviation or shortfall noticed by the Company on the above points will be viewed seriously to the extent of termination of contract and forfeiture of Earnest Money Deposit.
	Company shall not be liable for nonperformance of any contract either wholly or in part not for any delay in performance resulting from time to time in cases beyond the Company's control including fire, strikes, go slow, lock-out, closure, pestilence, epidemic, floods, accidents, damage or requirements of Government Force or any circumstances beyond the control of Company whether directly due to or in consequence of the said clause or not the existence of such cause or consequence shall operate to the extent of the time on the part of Company by such period as may be necessary to enable the Company to effect performance after the cause of the delay shall have ceased to exist. Should Company so determine shall be entitled at any time without notice to the purchaser to cancel any contract the performance of which is likely to be delayed by any of the cause aforesaid and in such cases the purchaser shall have no claim upon the Company of any kind. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written will the provision of this clause abrogate or limit the effect of any other clause mentioned in these terms & conditions.

7. ABIDANCE BY COMPANY'S RULES AND REGULATIONS REGARDING SAFETY AND DISCIPLINE	
7A	The purchaser, their servants and agents shall be required to abide by all specific/general regulations of safety and discipline with in the Company's premises. The material will be handled by the Purchaser, their servants/agents at their own risk and any loss/damage what so ever to any individual or property in such handling or as a consequence there of shall be the sole responsibility of the purchaser
8. VALIDITY OF OFFER	
8A	The bidder will have to keep his offer given for all his lots on the stipulated date through the website valid for a period of minimum 30days from the date of e-auction
9. ARBITRATION AND JURISDICTION	
9A	All dispute and differences arising out of this auction shall be referred to the sole arbitration of Company or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to jurisdiction of Pune Court only
10. PENALTY CHARGE	
Non-lifting of scrap against the advance schedule specified by FIAPL or delay in lifting scrap shall entail demurrage charges as per below listed condition per day per lot and will be deducted from the advance / Security Deposit placed by the scrap purchaser"	
10A	If the party fails to inward the vehicle and lift the scrap material of the 1ST time the ground rend charged can be considered 2% of basic value (value of physical material available for disposal) or 10000 INR Whichever is higher.
10B	If the party fails to inward the vehicle and lift the scrap material of the 2ND time the ground rend charged can be considered 3% of basic value (value of physical material available for disposal) or 15000 INR Whichever is higher.
10C	If the party fails to inward the vehicle and lift the scrap material of the 3RD time the ground rend charged can be considered 5% of basic value (value of physical material available for disposal) or 25000 INR Whichever is higher.
10D	If the party fails to inward the vehicle and lift the scrap material of the 4TH his contract should be terminated and his SD/EMD should be forfeited and the party should be blacklisted.

I/WE HAVE READ THE ABOVE TERMS & CONDITION OF E AUCTION SALE & I/WE HERE BY DECLARE THAT WE WILL ABIDE BY THE ABOVE TERMS & CONDITION			
I / We Agree for the same	**Signature :**		**Date :**
	Name of the person :		**Designation :**
	Name of the firm / Company		**Seal :**

Safety Precautions to be followed	
1	The Bidder shall comply with all Safety rules/regulations while working in the plant or providing services to FIAPL.
2	The Bidder shall be aware of the hazards associated with their work and ensure compliance of all safety requirements.
3	All lifting tools, tackles like Wire rope, Hoists, Slings, D-Shackles Mobile Cranes, Mobile Pressure Vessels, Air receivers, hand tools welding & Gas Cutting tools etc. brought in by the Bidder shall be properly maintained and confirm to all the applicable legal requirements.
4	The Bidder shall provide PPEs to its workmen and shall ensure they are used properly while working at FIAPL. All PPEs provided shall be in good working condition and confirm to IS or other applicable standards.
5	The Bidder shall have a Work Permit System (WPS) for non routine/high risk activities under strict supervision.
6	The Bidder shall submit a Monthly EHS Performance report to EHS/Contract Management.
7	Any chemical supplied to FIAPL shall have standard packaging, labelling and shall be substantiated with the latest Material Safety Data Sheet (MSDS).
8	Vehicles entering FIAPL's premises shall comply with all applicable CMVR (Central Motor Vehicles) Rules.
9	In case of service Purchase Order, the Bidder shall ensure that persons deployed at FIAPL are more than 18 years of age.
10	Safety Induction Training shall be imparted to all the workmen of the Bidder.
11	The Bidder shall comply with all the EHS requirements of FIAPL as applicable and notified from time to time.
12	It shall be mandatory for the Bidder to have ESIC, PF, WC/Personal Accident Insurance Policy/Commercial General Liability and such other applicable coverage as is required by law, for all its workmen and supervisors who will be deployed for working on FIAPL's business whether or not in FIAPL's premises. Additionally, the Bidder shall indemnify and keep FIAPL indemnified against all losses, expenses, costs, penalties or other levies imposed by any Government authority for asserted violation of any law(s) by the Bidder that may be imposed upon FIAPL due to the Bidder's default.
13	The Bidder is and shall always remain responsible for any and all damage caused to FIAPL's property by the vehicles of the Bidder or while carrying out loading/unloading activities or any other activities related to the Purchase Order within FIAPL's premises. The damage caused (if any) shall be assessed and informed to the Bidder and debited to the Bidder account.
14	FIAPL shall, in no way be responsible for any incident, accident or injury caused to the workmen of the Bidder entering FIAPL's premises except due to the willful default or negligence of FIAPL.

Safety Compliance at FIAPL :	
Safety Compliance of all relevant points prior to implementation of work in FIAPL Premises, Point Number 1-6 is mandatory for all Bidder executing work in FIAPL's premises. Point Number 7 and 8 depends on applicability	
1	Agreement for Safety Assurance (on Rs. 500 stamp paper) (format attached) shall be executed by the Bidder to assure adherence to Health & Safety system requirements & Regulations (General and Specific Safety Measures, Legal and Other Requirements and Penalty (Commercial) for violation safety rules and regulations at work place during activity/ies) before commencement of work for FIAPL.
2	Detailed Risk Assessment and Method statement of Work activity with detailed work layout where required.
3	Job Safety Analysis
4	Safety Induction to be imparted before start of work activity from FIAPL Safety Team.
5	Organization Chart (along with contact Numbers & email address on letterhead) to be provided
6	Non-Routine Work Card Analysis.
7	List of Chemicals to be use at Site with their MSDS to be provided. - (If applicable)
8	List of lifting equipment with their Periodic Inspection Report (in Form No-11)- (If applicable)
9	The Principal Bidder shall be responsible for the safety & safety agreement compliance of its sub-contractors.
10	The Bidder shall submit character certificate and Police verification report of its workmen entering FIAPL Premises.
11	The Bidder shall follow COVID / Virus Health Safety protocol before entry into FIAPL's factory premises.

Insurance Clause

The Bidder shall ensure coverage at its sole expense under the Employees' State Insurance Act, 1948 (as amended to date) for all its employees required to perform services for or in any way associated with FIAPL. Alternatively, the Bidder shall obtain collectable insurance policy through any reputed Indian insurance company for benefits under the Workmen's Compensation Act, 1923.

All vehicles used by the Bidder whether owned or hired, shall carry suitable vehicle insurance Comprehensive and/or Third-Party Liability Insurance as required under the Motor Vehicles Act, 1988.

Additionally, the Bidder shall indemnify and keep FIAPL indemnifiedagainstalllosses, expenses, costs, penalties or other levies imposed by any Government authority for asserted violation of any laws by the Bidder imposed upon FIAPL.

The fulfillment of the insurance obligations under this Agreement will not relieve the Bidder of its liability or in any way modify the Bidder's obligations under this Agreement, including its liability for indemnification as stated above.

Collectable insurance obtained by the Bidder may not necessarily be adequate to cover exposure to loss and/or damage and shall not limit the Bidder maximum liability under this Agreement. The Bidder shall always be financially responsible for the deductibles, retentions, co-insurance, premiums, and claims or losses in excess of collectable insurance. The Bidder shall be solely responsible for ensuring that its subcontractors obtain and maintain at least similar insurance coverage or better required of the Bidder in the section above.

Upon FIAPL request, the Bidder shall forthwith provide evidence of the required insurance coverage. FIAPL's failure to request, review or object to the terms of such insurance coverage cannot be deemed a waiver of its obligations or rights and shall, in no way limit or diminish the Bidder liability under the other provisions of this Agreement.

Code of Conduct

FIAPL has a Code of Conduct that lays down standards of relationships of employees of FIAPL with stakeholders including its consultants, bidders, suppliers and customers. The Code mandates ethical, fair and transparent dealings by FIAPL, its employees and other stakeholders with outsiders making fair and ethical business practices the backbone of FIAPL's dealings with outsiders. Outsiders dealing with FIAPL in general and its employees and stakeholders in particular are expected to abide by the highest standards of conduct and ethical behavior and are obliged to report all non-conformities.

In case of any suspected violations of FIAPL's Code of Conduct or observed instances of general ethical compromise, the same should be immediately brought to the notice of the Chief Ethics Counsellor on anil.joshi@fiapl.com and +91 98200 00818.

Copy of FIAPL's Code of Conduct can be obtained from the Chief Ethics Counsellor or the Human Resources Department of FIAPL.

Human Rights Clause

All persons dealing with FIAPL including the Bidder shall at all times respect Human Rights and uphold the dignity of individuals they deal with in all areas of its operations including the provision of Services to or for and on behalf of FIAPL.