Ref. NIA/EE/2025-26/Letter/002

Tuesday, July 15, 2025

To,

XXXXXXXXXXXXXXXX

Subject: Quotation for Sale of Scrap.

Dear Sir/Madam,

National Insurance Academy invites your quotation for the disposal of General scrap and electrical waste from its campus located at above referred address.

1.0 GENERAL TERMS & CONDITIONS

- 1. Your offer should be basic price per UoM (all the Taxes & Duties will be extra) TCS will be extra at actual.
- 2. **SELLER**: -Seller referred in this document is **National Insurance Academy**, 25, Balewadi, NIA Post Office, Balewadi, Baner Road, Pune 411045
- 3. **BIDDER** Any person as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite pre-bid EMD and who makes or places a bid and purchases the auction property either in part or in full is considered as a bidder. Successful Bidders are that Bidders in whose name sale order is issued by the seller.
- 4. Subject to the reserve price, if any, fixed by the **SELLER** and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS." The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
- 5. The registered parties (or their Authorized Representative) should inspect the materials at the specified locations by producing a copy of this letter. Inspection, limited to visual checking only will be allowed with prior appointment from the NIA. Any clarification required may be sought by the Bidders from NIA at the time of Inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter.
- 6. Participation and bidding in this shall be treated as conclusive evidence of the fact that the bidder has inspected the materials and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction.



Balewadi, Baner Road, NIA P.O., Pune 411 045 (India). Tel.: 020-27204000/4042 Fax: 020-27292396/27204555 E-mail: kishor@niapune.org.in Website: www.niapune.org.in

- 7. Seller does not give warranty or guarantee of the quality, quantity, measurement, condition chemical composition of each individual item/s or lot/s that form the auction property and about its "End Use" or fitness for a particular purpose.
- 8. Quantities made in lots are approximate and NIA holds out no warranty as regards Quantity and fitness of goods for any particular purpose.

2.0 PARTICIPATION

- 2.1 The prospective Bidder shall have to deposit pre-bid Earnest Money Deposit (EMD of Rs.2,000.00) by the way of providing Demand Draft in favour of NATIONAL INSURANCE ACADEMY.
- 2.2 In the case of successful H1 bidder, the pre-bid EMD amount shall be converted into Security Deposit. For unsuccessful bidders pre-bid EMD will be refunded by NATIONAL INSURANCE ACADEMY. Under any case pre-bid or post-bid SD / EMD shall not bear any interest.
- 2.3 The pre-bid/inspection of scrap will be allowed to those agencies who have submitted the EMD in the form of Demand Draft. EMD should reach NIA on or before 18.07.2025 which will be interest free.
- 2.4 The Inspection date for scrap will be on 21.07.2025 in the time slot of 11:00AM to 2:00PM only.
- 2.5 Post-bid Earnest Money Deposit (EMD) / Security Deposit (SD) will be adjusted in the last consignment towards final transaction.

3.0 CONTRACT VALIDITY:

The Contract will be valid up to the validity period of the delivery order / release order issued by NIA or up to the extended period of validity of the delivery order / release order in case the delivery period is extended by NIA at its sole discretion.

4.0 PAYMENT:

- 4.1 Sale Order/ Acceptance Letter will be issued by NIA to the H1 bidder, and the successful bidder has to deposit the balance material value along with all applicable duties and taxes to NIA within 3 working days from the date of issue of Sale Order / Acceptance Letter (including the date of issue). The entire balance sale value will have to be paid by the bidder in **one lump sum and no installment payment will be allowed**, unless otherwise stipulated in Lot / items details.
- 4.2 NIA reserves the right to forfeit any amount / money lying with the e-Auction service provider / NIA from the successful bidders who defaults in making the due payments against the e-Auction even though such amount / money may be lying with NIA on account of said bidder against any other contract / transaction.

5.0 STATUTORY PAYMENTS:

The rate of Excise Duty, GST Sales Tax / VAT, Income Tax, Education Cess, or any other statutory duty / Tax / levy Charge etc. will be applicable and payable by the buyer as prevailing on the date of actual physical delivery of materials or as declared in the auction catalogue, whichever higher. The rates of duties and taxes displayed in the e-Auction website are only indicative and based on the rates prevailing before commencement of e-Auction. Successful bidders shall have to pay Income Tax by way of TCS @ applicable rate on all scrap items purchased for trading as per respective section of IT Act 1961. The TCS will be calculated on the gross sale value i.e., material value plus excise duty (if any) and sales tax / VAT. Parties eligible for Tax exemption or lower rate of tax should produce prescribed certificates from Income Tax Assessing Officer at the time of payment.

6.0 DELIVERY:

- The goods shall be and remain in every respect at the risk of the buyer from the date of acceptance of his offer by the NIA who shall have no liability whatsoever for the safe-custody or preservation thereof.
- The successful bidder and his authorized representative/s or person/s or agent/s engaged by them shall not be entitled to choose or pick up any particular material from the lot. He has to lift the entire material as available in the lot for which delivery advice has been issued. If any other material is found being processed / loaded / transported it will be regarded as the misconduct / irregularities in executing the sale order.
- In order to facilitate NIA to complete the transaction before 4.30 P.M. the goods should be collected before 4 P.M. on any working day with prior appointment of the concerned department during the stipulated delivery days (except Saturdays, Sundays & Holidays) please contact respective person for co-ordination. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, the seller will reserve its rights to impose penalties / forfeiture of EMD / Security deposit and other payments collected.
- The loading of the material will be in the presence of and after the approval / authorization of NIA.
- The Buyer shall be responsible to ensure that their employees follow safety regulations as per NIA stipulations and other statutory regulations. Buyer shall ensure that all his workmen on site use safety belts, gloves, helmets, masks etc., as necessary for their safety. The buyer shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, byelaw / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Buyers must comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc. whichever is applicable.
- While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.
- In case of any hot work permission or permission for cutting or breaking up of material is required for dismantling operations, the same will have to be obtained by the buyers from the concerned Dept. of NIA, before lifting and it will be sole discretion of NIA to allow or not to allow such hot work permission at buyer cost only to extend of facilitating the loading the transportation of goods.
- Once the goods / materials are taken out of the NIA premises gate, Buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

- Resale / Sale in transit will not be recognized. The Buyer shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Buyer whose names are mentioned in the sale order/Delivery order.
- Buyer and his men are subject to the security rule of seller in force while in the seller's premises. The Buyer/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the Buyer shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be **suspended and strict action as** per law will be taken and NIA reserves the right to forfeit any amount / money lying with e-auction service provider / NIA from the successful bidder, even though such amount / money may be lying with NIA on account of said bidder against any other contract / transaction.
- While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the SELLER while removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the Buyer shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD / Security Deposit or may stop delivery of the material till payment is made or SELLER may forfeit any amount / money lying with the e-auction service provider / SELLER from the successful bidders, even though such amount / money may be lying with SELLER on account of said bidder against any other contract / transaction.
- SELLER will not at any time be responsible for any injuries caused due to an accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged in loading the materials.
- If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
- 1. In case the whole or any part of the goods sold remain uncleared, after the due date as stated in the delivery schedule, the buyer shall have no claim whatsoever on the goods remaining uncleared and the amount paid to NIA will stand forfeited at the expiry of the said period. NIA shall have the right to dispose of such goods in any manner they like. The buyer shall have no right whatsoever for any compensation on this account.
- 2. Disposal of scrap is to be done against advance DD from nationalized banks only.

- **3.** In case of any fault in lifting of materials by buyer within the delivery period, then the outstanding material may be lifted within 14 (fourteen) days from the due date of lifting subject to payment of Ground Rent by the buyer directly to NIA for a period of delay. Ground Rent will be payable at the rate of 1% per week or part thereof of the bidder price. All matters relating to charging ground rent will be decided by the concerned Dept. of NIA.
- 4. In case of goods sold on lot basis, the ground rent will be calculated on the value of the entire lot even if lifted in part, whereas in case of goods sold on unit weight or unit number basis, the ground rent will be calculated on the value of non-lifted quantity.

7.0 WORKMEN'S COMPENSATION:

- The Bidder shall be responsible for all injury to his persons which may arise from the operations or neglect of himself or of any Sub-Bidder or any of his Sub-Bidder's employees, whether such injury or damage arises from carelessness, accident, or any other cause whatsoever in any way connected with the carrying out of this Contract.
- The Bidder shall be responsible for all and any expenses arising from any such injury to people as aforesaid and in respect of all and any claim made in respect of injury under any acts of Government or otherwise and in respect of any award or compensation or damages consequent upon such claim.

8.0 CANCELLATION OF SALE:

NIA reserves the right to cancel the sale at any time on the following ground.

- Unsatisfactory execution or performance of the contract by the Buyer.
- For improper behavior of the buyer or by his employees / agents / representatives or breach of the terms and conditions of the contract.
- Or for the reason, whatsoever, as may deem fit to NIA for termination of the contract.
- Nonfulfillment of submission of statutory details, excise & sales tax compliance before dispatch of materials.

8.0 DOCUMENT REQUIRED FROM THE BIDDERS.

- 1. Registration certificate.
- 2. Authority letter from the holder of the certificate
- 3. Sales tax MVAT Registration
- 4. PAN NO. & GST Reg. No.
- 5. Shop Establishment license
- 6. Application on Company's letterhead.
- 7. Financial bid duly filled in, signed and stamped.

Sr No	Lot No	Lot Description	Page No	Qty	Fixed Value	% GST	% TCS	Prebid EMD Rs.
1	1	Acs: Windows, Splits	8	70				
2	2	Electrical materials	9	Lot				
3	3	Fans: Ceiling wall mounted, exhausts etc.	10	80				
4	4	Water Coolers	11	04				
5	5	UPS	12	13				
6	6	Lights	13	Lot				
7	7	Projectors & PA Systems	14	Lot				
8	8	Air Coolers	15	04				
9	9A	General scrap: Wooden, glass, sanitary, etc.	16	Lot]		
	9B	Sintex water tanks	17	20				

NATIONAL INSURANCE ACADEMY 25, BALEWADI, BANER ROAD, NIA P.O., PUNE 411045.

(Note: Quantity mentioned above may increase or decrease at the time of actual visit schedule for scrap inspection date)

Date:

QUOTATION

(To be given on company letter head with sign and stamp)

	Lot Nos	Amount in Rs.
Α	1	
В	2	
С	3	
D	4	
Е	5	
F	6	
G	7	
Н	8	
Ι	9A	
J	9B	
K	Total of (A+B+C+D+E+F+G+H+I+J)	
L	GST 18% on K above	
М	TCS 1% of K above	
	Grand Total of K+L+M	

(Total amount in words)

Bidders' Name and Signature with Stamp



















LOT No-9A



LOT No-9B