

**NATIONAL INSURANCE ACADEMY  
BALEWADI, PUNE 411045.**



**ONLINE 'e' – AUCTION No. NIA / Balewadi / E-Waste / General  
Scrap / 2022-23 / 001**

**Online e-Auction – 10<sup>th</sup> June 2022**

**Between**

**11.00 Hrs. to 14.00 Hrs.**

**NIA e-Auction Website:**

**[https:// www. Tenderwizard.com/NIA](https://www.Tenderwizard.com/NIA)**

**Inspection**

**From 26<sup>th</sup> May 2022 to 9<sup>th</sup> June 2022.**

**(During Working Days / Hours only)**

**Between 11 am to 4 pm**

**ANTARES SYSTEMS LIMITED BANGALORE,**

**(AUCTIONEERS)**

**H.O.: #24, 3<sup>RD</sup> Stage, 4<sup>th</sup> Block, 2<sup>nd</sup> Floor, Sudha Complex, Basaveshwarnagar,  
At Post: Bangalore, Dist: Bangalore, Pin: 560079**

**Help Desk Contact Details:**

**Mr. Sanjay K. Chandak, E-mail: [sanjay.kc@antaressystems.com](mailto:sanjay.kc@antaressystems.com),  
Mobile: 9665721619**

**Mr. Lokesh, (E-mail: [lokesh.hr@antaressystems.com](mailto:lokesh.hr@antaressystems.com)), Mobile: 09686115304  
Ph: 08040482140**

## NATIONAL INSURANCE ACADEMY

25, Balewadi, NIA Post Office, Balewadi, Baner Road, Pune 411045

Ph: 020-27204047 / 27204075

Mobile: 9423219013 / 9850130100

E-mail : [snrane@niapune.org.in](mailto:snrane@niapune.org.in) / [pvveer@niapune.org.in](mailto:pvveer@niapune.org.in)

### ONLINE AUCTION SALE

On-line Auction platform and Support Services Provided by:

**ANTARES SYSTEMS LTD, (TENDERWIZARD)  
(AUCTIONEERS)**

**H.O: #24, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block, 2<sup>nd</sup> Floor, Sudha Complex,  
Basaveshwarnagar, At Post: Bangalore,  
Dist: Bangalore, Pin: 560079, (Karnataka).**

**Ph:080-40482000/49352000.**

**Mobile No. (Maharashtra): Sanjay Chandak - 09665721619.**

**e-Mail id: [sanjay.kc@antaressystems.com](mailto:sanjay.kc@antaressystems.com)**

**[lokesh.hr@antaressystems.com](mailto:lokesh.hr@antaressystems.com)**

Please visit <https://www.tenderwizard.com/NIA> before bidding for additional information.

Antares Systems Ltd. (Tenderwizard) is an authorized e-Auction / e-Tender service provider for NIA Pune to obtain rates on-line through its portal <https://www.tenderwizard.com/NIA>. The sale and purchase are directly made by the Seller and buyer/s (Bidder/s). NIA Pune will sell e-Waste and General Scrap lying at its Campus at staggered locations through On-line “e-Auction” subject to terms and conditions annexed here to and as per schedule of programme given below’.

#### Schedule of Programme:

<b>Inspection of Scrap / Materials</b>	<b>26.05.2022 to 09.06.2022.</b> Time: 11.00 Hrs. to 16.00 Hrs. (Except all Saturdays, Sundays & Holidays)
<b>On-Line e-Auction</b>	<b>10<sup>th</sup> June 2022 Time: From 11.00 am to 2.00 pm</b>
<b>EMD Details</b>	<b>Rs.25,000.00.</b>
<b>Venue of Inspection and Contact Person</b>	National Insurance Academy, 25, Balewadi, NIA Post Office, Balewadi, Baner Road, Pune 411045 S.N. Rane – 9423219013, P.V. Veer - 9850130100
<b>Bidder Registration Process &amp; Fees For e-Auction Portal Login Id &amp; Password (Non-Refundable)</b>	<b>One Time Bidder Registration Fees Rs.1,000.00 + 18%(GST)</b> through e-Payment Gateway on NIA e-Auction Portal i.e., <a href="https://www.tenderwizard.com/NIA">https://www.tenderwizard.com/NIA</a> <b>Note: The e-Payment Gateway is available on e-Auction Portal for making the Online Bidder Registration</b>

	<p><b>Payment.</b>  Bidders are required to enroll for Bidder Registration on the Tender wizard Portal (URL: <a href="https://www.tenderwizard.com/NIA">https://www.tenderwizard.com/NIA</a> ) by clicking on the link “<b>Bidder Registration</b>” on the home page of e-Auction Portal which is chargeable. (Rs.1000/- + GST 18%) to be paid online e-payment gateway).  <b>Note: Information about e-Auction Portal.</b>  More information useful for submitting online bids on the NIA e-Auction Tenderwizard Portal may be obtained at: <a href="https://www.tenderwizard.com/NIA">https://www.tenderwizard.com/NIA</a>  <b>N.B:</b> Bidders are requested to refer to the Bidder’s manual by downloading the Bidder’s Manual by visiting on home page of <a href="https://www.tenderwizard.com/NIA">https://www.tenderwizard.com/NIA</a> and following KEY INSTRUCTIONS for BIDDERS by clicking on “<b>Latest Circulars / Formats / Help Manuals / FAQ</b>”. <b>The complete Step by Step “Bidders Help Manual For e-Auction Bidding Process, Bidders Registration Process, System Settings Requirements &amp; JAVA Settings Manuals, e-Payment Guidelines” &amp; “Digital Signature Certificate Process”</b> these details are available on e-Auction Website regarding the e-Auction.  <b>Note:</b> Online Support / Web Support / E-Mail Support / Phone Support are also available for Bidders as well as Dept. Officials. Online support through “Team-viewer” or “Ammy-Admin” Remote software only. For Downloading this software, the downloading software links are available on home page of e-Auction Website.</p>
<p><b>DSC</b></p>	<ul style="list-style-type: none"> <li>• Obtaining a Digital Certificate and its Usage: On e-Auction System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal.</li> </ul> <p>Note: Digital Signature Certificates: Class III Signing Digital Signature Certificate is required for e-Auction. (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.</p> <ul style="list-style-type: none"> <li>• The Bidders may obtain III digital certificate from any Certifying Authority or Sub certifying Authority authorized by the Controller of Certifying Authorities on the portal <a href="http://cca.gov.in">http://cca.gov.in</a>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic submission.</li> </ul>

## STANDARD TERMS AND CONDITIONS OF e-AUCTION SALE

### ANNEXURE -A

**Your offer should be basic price per UoM (all the Taxes & Duties will be EXTRA) TCS will be extra at actual.**

#### **DEFINITIONS:**

**SELLER:** -Seller referred in this catalog is **National Insurance Academy**, 25, Balewadi, NIA Post Office, Balewadi, Baner Road, Pune 411045

**SERVICE PROVIDER: Antares Systems Ltd (Tender wizard).** (Here in after referred to as “service provider.”) is an e-Commerce / e-Auction service provider appointed by the seller to facilitate virtual auction by the seller. **Antares Systems Ltd (Tender wizard)** will only facilitate On-line auction and is considered as third party not particularly interested in the item/s being sold on behalf of seller.

**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 registered at **Antares Systems Ltd (Tenderwizard)**. and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided, he registers himself in those capacity separately i.e., for each representation he should pay separate pre-bid Earnest Money Deposit. Buyers / Successful Bidders are that Bidders in whose name sale order is issued by the seller.

**TIMING OF ONLINE BID** – Time, wherever mentioned in any document relating to the binding event, including the auction catalogue, refers to Indian Standard Time {IST} i.e., UTC + 05.30 hrs. All the timings of the Online Bid shall be based on the time indicated by the server hosting the auction engine. It shall be the endeavor by **Antares Systems Ltd (Tender wizard)** to ensure that the server time reflects as closely as possible the Indian Standard Time {IST} i.e., UTC + 05.30 hrs. However, in the event of any deviation between the Server Time and the Indian Standard Time, the functioning of the Auction engine (Start, operation, closure) would be guided by the Server Time. Bidder are advised to refresh the right-side window of the Auction room to check the exact Server Time that is displayed there.

#### **1.0 GENERAL TERMS & CONDITIONS**

1.1 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.

1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR

correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder.

- 1.3 The registered parties (or their Authorized Representative) should inspect the materials at the specified locations by producing a copy of this e-Auction Catalogue downloaded from the website. 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.
- 1.4 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the materials and who have not been previously blacklisted by NIA 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 and the Principle of Caveat Emptor (let the buyer beware) will apply. Final decision regarding participation will be with the bidders. 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. Seller/ **Antares Systems Ltd (Tender wizard)** will not entertain any complaints or objections once Bid is placed.
- 1.5 Seller/**Antares Systems Ltd (Tender wizard)** 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.
- 1.6 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept / reject / cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid / issue of delivery order or release order / deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection / cancellation / withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages / loss whatsoever to the successful bidder on account of such withdrawal.
- 1.7 Quantities made in lots are approximate and NIA holds out no warranty as regards Quantity and fitness of goods for any particular purpose. The value paid in e-Auction for the approximate quantity, proportionate value for the quantity falling short in the lots at the time of Delivery will be refunded to the buyer.
- 1.8 EMD amount will not carry interest and all payments shall be made through e-Payment Gateway on NIA e-Auction Portal.
- 1.9 In the event of failure on the part of the successful bidder to fulfill his contractual obligations seller / Antares Systems Ltd (Tender wizard) reserves the right to debar such bidder from participating in any future auction conducted by Antares Systems Ltd (Tender wizard) on behalf of seller.

## **2.0 DISCLAIMER:**

- 2.1 **Antares Systems Ltd (Tender wizard)** runs its business based on a robust Web Site. However, **Antares Systems Ltd (Tender wizard)** is outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However, **Antares Systems Ltd (Tender wizard)** will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at **Antares Systems Ltd (Tender wizard)** directly or indirectly affecting On-line method of Bidding.
- 2.2 **Antares Systems Ltd (Tender wizard)** takes no responsibility of the quality, quantity, documentation details of buyers / sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. **Antares Systems Ltd (Tender wizard)** from any loss, damage, cost, and expenses caused by any reason during this transaction. In no event shall **Antares Systems Ltd (Tender wizard)** be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential, or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that **Antares Systems Ltd (Tender wizard)** has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws, and regulations to be followed from time to time etc. Since **Antares Systems Ltd (Tender wizard)** does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. **Antares Systems Ltd (Tender wizard)** is only an e-Commerce / e-Auction service provider and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. **Antares Systems Ltd (Tender wizard)**. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
- 2.3 The Seller / Bidder agrees to limit the liability of **Antares Systems Ltd (Tender wizard)** to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of **Antares Systems Ltd (Tender wizard)** to the Seller / Bidder shall not exceed its total fee receivable from the Seller / Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## **3.0 PARTICIPATION**

- 3.1 The prospective bidder must register with the **Antares Systems Ltd (Tenderwizard) e-Auction Portal** on <https://www.tenderwizard.com/NIA> by [paying of Rs.1000.00](#) + 18% (GST). The prospective Bidder shall have to deposit pre-bid Earnest Money Deposit (EMD of Rs.25,000.00) prescribed through e-Payment Gateway on NIA e-Auction Portal in favour of **NATIONAL INSURANCE ACADEMY**.
- 3.2 **Duly filled and signed Declaration Form to be submitted along with visiting card at any of the offices of Antares Systems Ltd (Tenderwizard).**

3.3 On payment of prescribed pre-bid EMD and Declaration Form, seller/ **Antares Systems Ltd (Tenderwizard)** will activate the User-Identity to enter into Website: <https://www.tenderwizard.com/NIA>.

3.4 Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

**3.5 In 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.**

**3.6 Post-bid Earnest Money Deposit (EMD) / Security Deposit (SD) will be adjusted in the last consignment towards final transaction.**

**3.7 The e-auction processing fees is applicable and payable by H1 / successful bidder. The processing fee charges are 0.05% on awarded final value i.e., minimum of Rs.1000.00 and maximum of Rs.5000.00 excluding taxes. The successful bidder shall have to pay the e-auction processing fees to M/s. Antares Systems Ltd through e-payment gateway on portal.**

#### **4.0 CONDITIONS APPLICABLE TO “On-line” e-AUCTION**

- Validity: The On-line auction bidders must keep their bids valid for a period of 60 calendar Days from the date of closing of e-Auction excluding the date of closing. In case the 60<sup>th</sup> day falls on a holiday or remains closed for the seller; such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.
- Time Extension: No of extensions – 3 times of 5 minutes each then e-Auction will close at scheduled time.
- Training: Antares Systems Ltd (Tender wizard) will provide training (on-line) if required by the bidders at a mutually convenient date and time before the e-Auction.
- Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. The bidder with the highest offer / bid does not get any right to demand acceptance of his Bid.
- The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by him (including any wrongful bidding by him) and no complaint / representation will be entertained by NIA in this regard. Hence, bidders must be careful to check (the Bid amount / No of “0”/ No of digits etc.) and rectify their bid (if required) before confirming the Bid placed in the bidding room.

Note: NIA and Tender wizard will not be responsible / entertain due to network / internet connectivity failure during the auction.

## **5.0 CONTRACT VALIDITY:**

The Contract will be valid up to the validity period of the delivery order / release order issued by e-Auction services provider / 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.

## **6.0 SALE RESULT INTIMATION:**

### **6.1 Reserve Price will not be posted online on the Website before the Starting Date of e-Auction.**

The Tenderer will coordinate with the concerned official of NIA accordingly and activate the e-Auction as per the scheduled Starting Date & Time specified in the catalogue.

After the closure of e-auction as per the Date & Time specified in the catalogue, The Tenderer shall pass LOG SHEET copy based on catalogue containing the last highest bidder's name, address, and the offered rate to the e-auction NIA panel by Fax / e-mail immediately on closure of e-auction.

The Bid Sheets complete in all respects duly signed by Tenderer shall be submitted on the day of remitting Pre-bid EMD to NIA without fail.

The highest bid for respective lot will be subject to approval of NIA after closing of e-auction and **final approval or rejection will be intimated** by concerned official of NIA to the Tenderer by e-mail / Fax preferably within 2 (Two) working days after closing of e-auction by comparing with Reserve Price.

6.2 It will be the bidder's responsibility to personally see the result of e-Auction by seeing and downloading the "Auction lot Status" from the website. This will be displayed up to 7 (seven) days from the date of intimation of final approval or rejection concerned to the Tenderer in the General News column of the e-Auctioneer website. **The "Auction lots status" will show, lot won by bidder after final approval by NIA.** The successful highest bidder after approval by NIA shall have to pay the prescribed EMD / Security deposit within the prescribed time counted from the date from the date of intimation by the Tenderer by email. It must be noted by the bidders that such sale intimation letter will be issued by the Tenderer only for the purpose of record and payment of post bid EMD / SD will have to be made within the stipulated time from the date from the date of intimation by the Tenderer by email. Bidders must therefore keep a watch on their incoming e-mail. Normally no hard copy of the sale intimation letter will be issued.

## **7.0 PAYMENT:**

7.1 On confirmation of bids after written consent of the NIA Panel supervising the e-auction, the highest bidder has to make the Payments of post-bid EMD / SD in the form of Demand Draft / RTGS in favour of "NIA" payable at "Pune.", within seven working days from the date of intimation by the Tenderer.



- 7.2 On Confirmation of bids after written consent of the NIA Panel supervising the e-auction, the successful bidders shall deposit 25% of the sale value for lots sold, as post bid EMD / Security Deposit.
- 7.3 On receipt of Post bid EMD / SD from the successful bidder, Sale Order/ Acceptance Letter will be issued by NIA within three working days of realization of Demand Draft for post-bid EMD / SD. Successful bidder has to deposit the balance material value along with all applicable duties and taxes to NIA within 10 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.
- 7.4 In case of installment payment being allowed as per stipulation in the lot / item details, the first installment will have to be paid within 10 (Ten) days from the date of issue of Sale Order / Acceptance Letter by NIA and subsequent installments at 15 (Fifteen) days interval or as may be stipulated in the lot / item details and the post bid EMD / SD will be proportionally adjusted in each installment.
- 7.5 The payment will have to be submitted by the buyer to NIA for collecting the delivery order.
- 7.6 Post bid EMD / SD will be adjusted towards material value only after receipt of the balance material value along with applicable duties and taxes within the due date failing which the post bid EMD / SD will be forfeited.
- 7.7 Sale of material will be sale in State of Maharashtra if material movements due to sale agreement take place within Maharashtra only. In such case buyer shall have to pay applicable GST as per GST Act. **If the successful bidder fails to pay the post bid EMD / SD in time as mentioned above in clause no. 6.1, 6.2, 7.1, & 7.2, then his pre bid EMD will be forfeited and his password will be deactivated and shall normally be DEBARRED for a minimum period of 6 (Six) months from participating in all e-Auctions and disposal sales by the e-Auction service provider on behalf of NIA and, his Registration fees will be forfeited.** In this case, the NIA reserves the right to re-auction or dispose of the material to other bidders and the said buyer will have no claim whatsoever. NIA at its sole discretion may take recourse to any of the following options for the sale of unsold lot:
- (a) The unsold lot may be put up for re e-Auction.
  - (b) The H-2 bidder may be asked to match the H-1 bid along with submission of requisite EMD / SD within a period as may be prescribed.
  - (c) In case of default in payment of EMD / SD and / or balance sale value with duties and taxes by the successful highest bidder, the NIA reserve the right to invite bids for respective lot from all the other bidders of the concerned lot (other than the defaulting bidder) or all registered customers in sealed covers along with the prescribed EMD / SD within the time stipulated by the NIA for finalizing the sale or to take any other auction as may deemed fit.

7.8 Delayed payment of post bid EMD / SD may be accepted, depending on the circumstances of the case or urgency of disposal in consultation with the NIA with such a penalty as may deem fit. This shall however not confer any right to the bidder to make any late payment of post bid EMD / SD.

**7.9 In case the successful bidder pays the post-bid EMD / SD but fails to pay the balance material value along with applicable duties and taxes within the due date, then his post-bid EMD / SD will be forfeited.**

7.10 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.

## **8.0 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 is 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.

(Notarized photo copy to be given along with the original, the later will be returned after verification).

Manufacturers, who are exempted from paying Income Tax, must submit Certificate to the NIA as per the format prescribed respective section of Income Tax Act 1961 at the time of paying the balance sale value. All successful bidders must submit their Income Tax PAN No. at the time of making the payment of balance sale value.

## **9.0 DEFAULTS IN PAYMENT:**

9.1 In case of default in payment of the balance Sale value including all taxes, duties, and levies etc. within the given time, the due payment may be made together with additional charges @1% per week or part thereof calculated on full 100% sale value of the respective lot for a minimum period of one week or multiple thereof. In any case the payment of balance sale value with or without the additional charges will not be accepted after the expiry of period of 120 (One Hundred Twenty) days from the date of closing of e-Auction. **After the expiry of the period of 120 (one hundred twenty) days from the date of closing of e-Auction the sale of the material will be automatically cancelled, and all the money paid by the bidder / buyer will be automatically forfeited.** The post bid EMD / SD will be adjusted towards material value only on receipt of the balance sale value within prescribed time. However, this shall not confer any right to bidder to make any late payment of balance sale value or applicable duties and taxes and NIA reserves the right to not

accept the payment of the balance sale value with or without the additional charge after the expiry of due date of payment of balance value.

## **10.0 DELIVERY:**

**10.1** Delivery Order or Sale Order or Delivery-cum-Sale order will be issued automatically On-line at the instance of any competent officer of NIA on confirmation of payment of full material value. The full material value means payment of material value, duties & local taxes, and any other levies (i.e., within three working days from the date of realization of Demand Draft for balance material value along with all applicable taxes, duties, and levies etc.). Delivery period will be 30 (Thirty) days counted from the date of issue of delivery order by NIA / date of issue of Release Order by NIA, as the case may be (including the date of issue). In those cases where the balance sale value is paid within time, but the buyer delays the payment of applicable duties and taxes, delivery period will be counted from the date of payment of balance sale value. The Buyer shall obtain the delivery order from NIA on producing his PAN Card or photo Identity card as mentioned in the Declaration form.

**10.2** 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.

**10.3** 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.

**10.4** 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 & 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, seller will reserve its rights to impose penalties / forfeiture of EMD / Security deposit and other payments collected.**

**10.5** The loading of the material will be in the presence of and after the approval / authorization of NIA.

**10.6** 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 have to

comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc. whichever is applicable.

**10.7** The successful bidder will make his own arrangement for removal of poles by digging, gas cutting, removal of neon sign boards from 25 Mtrs high ESR and segregating, lifting, loading, and transporting the material from the NIA premises and he will not claim any sort of assistance whatsoever or charges from the NIA.

**10.8** In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.

**10.9** If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited, and the un-lifted portion of the assets may be removed at the risk and cost of the buyer.

**10.10** 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.

**10.11** 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.

**10.12** It will be buyer's responsibility to weigh the empty Truck at the certified weighbridge of NIA and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.

**10.13** Should the original buyer wish to take delivery of the surplus material through representative, he must authorize the latter by a letter of authority or continuing authority and authorize the signature of his representative on his letterhead along with self-certified / notarized photocopy of his PAN Card / Photo ID Card, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the Buyer to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.

**10.14** 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.

**10.15** 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.

**10.16 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.**

**10.17 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.**

**10.18 SELLER will not at any time be responsible for any injuries caused due to 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 the 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 for loading the materials.**

**10.19 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.**

**10.20 In case the whole or any part of the goods sold remained uncleared, after 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 right to dispose of such goods in any manner they like. The buyer shall have no right whatsoever for any compensation on this account.**

**10.21 The buyer shall not be entitled to resell any lot or part of a lot while the goods are lying in the premises of the NIA and no delivery would be effected by the NIA to any person other than the buyer.**

**10.22 Disposal of scrap is to be done against advance DD from nationalized banks only.**

**10.23** In case of any default 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 @1% per week or part thereof. All matters, relating to charging ground rent will be decided by the concerned Dept. of NIA.

**10.24** 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.

### **11.0 NON – DELIVERY:**

**11.1** Where the goods are sold in lots and not in number or unit and in the event of the number or unit being found deficient in quantity, quality, size, measurement and weight as indicated, is any, in the catalogue/description of materials/ details in the auction or any other documents, the buyer shall have no claim against the NIA for refund of whole or any part of the Buyers money or for loss of profit, interest, damage or otherwise.

**11.2** Where the goods are sold by weight or number and not based on lot in the event of the buyer fails to obtain delivery of the whole or portion of the goods sold, he shall not be entitled to claim any damages, loss of interest or compensation or any other account but shall be entitled to proportionate refund of sale value.

**11.3** The buyer shall not be entitled to re-sale any item, lot, or part of lot while the goods are still lying within the premises of the NIA and any such sale or assignment of the buyer's right to the material sold in auction will not be recognized. All paper documents for releasing materials will be made out in the name of the buyer only.

**11.4** No interest will be paid on the amount deposited by the buyer and subsequently found refundable under any of the condition mentioned herein before.

### **12.0 SALE OF VEHICLES:**

**12.1** In case of disposal of Old/ Used Vehicles, the following procedure will be normally followed:

a) For RTO registered vehicles sold with RC book (if available with NIA) the sale will be deemed to be for “RE use” and sales tax will be charged accordingly All charges for change to ownership will be extra and will be borne by the buyer. In case the RC book is not available or lost, necessary certificate in this regard will be issued by NIA to the concerned RTO with copy to buyer to enable them to get the ownership transferred.

b) In case of RTO registered vehicles sold as scrap without RC book, the sale will be deemed as sale of scrap and sales tax will be charged accordingly and a remark will be put on the delivery order stipulating that “Sale is for scrapping and without RTO documents”. However, in the above cases the NIA will have the sole discretion to decide whether they would sell the vehicle for scrapping or otherwise and no complaint/ representation will be entertained from the bidder in this regard.

c) NIA will issue RC Book (if available) as per the RC status mentioned in the list.

d) The bidder should ensure to check on the availability of the RC book and required papers at the time of inspection of vehicle at respective sites.

### **13.0 SALE OF HAZARDOUS WASTE ITEMS:**

**13.1** The sale of hazardous waste items namely waste oil and specified categories of nonferrous metal waste will be governed by hazardous waste (management and handling) rules, 1989 and its amendments and the sale of batteries will be governed by the batteries (management and handling) rules 2001 and its amendments. For such items only those parties shall be eligible to bid who have valid Registration Certificates from the date as well as Central Pollution Control Board (CPCB) on the starting date of e-Auction. If the bidder had the said State PCB and/ or CPCB certificate(s) which expired within 30(thirty) days before the date of starting of e Auction, he should submit the copy of the expired certificate and a copy of his application for extension with a proof of submission of application at least one working day before the starting date of e-Auction (within 3 pm).

**13.2** The parties eligible for the purchase of Hazardous waste shall be allowed access on the live e-Auction floor for participating in the bidding only after they have registered themselves on-line in the e-Auction website of the e-Auction service provider by selecting the relevant items of Hazardous Waste on the auction declaration form. The Bidders for HW items are also required to Submit a copy of State PCB / or CPCB certificated along with the Declaration form with the e-Auction service Provider. It is the responsibility of the bidder to submit a valid CPCB certificate or proof of application to CPCB for extension, in order to get ID / Password activated for bidding in the e-Auction.

**13.3** Wherever the bidder has been allowed to participate in the e-Auction based on submission of said proof of application for extension of his SPCB / CPCB certificate, he must submit copy of the Valid SPCB / CPCB certificate (s), along with and within the stipulated time of payment of balance sale value failing which his bid will be treated as invalid.

**13.4** In All case, however, it will be bidder's responsibility to ensure that his SPCB and CPCB certificates are kept valid till the time of taking delivery of materials and till the materials are processed by him. Participation by any bidder in the e-Auction will be deemed to imply that he undertakes to comply with all his statutory responsibilities as envisaged under the said rules including keeping their CPCB and SPCB certificate(s) valid till the material is processed by them. Bidders are particularly advised to see Clause no. 20 of Hazardous Wastes (Management and Handling) Amendment Rules, 2003.

**13.5** At the time of taking delivery, the buyer shall fill- up and submit the manifest in form 9 to NIA as may be directed by NIA and he shall also submit copies of the manifest in form 9 to the concerned State PCB / Statutory Authorities as per rule 7 (4) and 7 (5) of the aforesaid rules. The Buyer shall also have to produce the original state/ central PCB certificates to NIA at the time of delivery for verification and for necessary endorsement thereon by NIA as required under the HW (M & H) rules.

**13.6** In case of sale of Waste Oil and specified Non- Ferrous metal waste involving transport of such material to the buyer's plant/ processing unit located in a state other than Maharashtra State where such items are being sold , the buyer must obtain and submit “ NO Objection Certificate” from the state PCB where the buyer's plant /processing unit is located, to NIA before taking delivery , failing which the sale will be treated as canceled and further action will be taken, as may be deemed fit, by NIA.

**13.7** In Case of items other than Waste Oil specified categories of Non-Ferrous Metal, Waste and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M & H) Rules, 1989 and its Amendments.

#### **14.0 JURISDICTIONS:**

**14.1** The jurisdiction for any dispute / conflicts arising out of or in connection with the agreement between NIA and E – Auction services provider shall be the courts in Pune.

#### **15.0 GENERAL CODITIONS:**

**15.1** The NIA reserves the right / option to produce any such or all such documents offline i.e. by paper hard copy where such situation, warrants, however, excepting the bidding process.

**15.2** The NIA will not be held responsible for authorizing any online payment by the buyer / bidder and subsequent loss or damage caused to that buyer or bidder for such authority.

**15.3** The safe custody of gate pass, challans, authorizing delivery or any such hard copy documents will be the sole responsibility of the buyer once the same are made over to them. The NIA will not be liable for any delay or damage for / mis- placement of any such hard copy document by the buyer.

**15.4** The Bidders (s) shall have no right to issue any addendum to these Buyer Specific Terms and Conditions to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.

#### **16.0 WORKMEN'S COMPENSATION:**

**16.1** 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 arise from carelessness, accident, or any other cause whatsoever in any way connected with the carrying out of this Contract.

**16.2** The Bidder shall be responsible for all and any expenses arising from any such injury to persons as aforesaid and also in respect of all and any claim made in respect of injury under any acts of Government or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

**16.3** The Bidder shall also fully indemnify the Employer against all claims which may be made upon the Employer, whether under the WORKMEN'S COMPENSATION ACT or any other STATUTE in force during the currency of this Contract or at Common law in respect of any Employee of the Bidder or any Sub-Bidder and shall at his own expense effect and maintain until the **completion of the work, with** "Licensed General Insurance



Company" a POLICY OF INSURANCE of adequate amount in the joint names of the Employer and the Bidder against such risks and deposit such policy or policies with the employer & renew the same as required from time to time during the currency of the Contract.

**16.4** The Bidder shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damage to any property arising out of or incidental to the negligence or defective carrying out of the Contract.

#### **17.0 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.

#### **Document Required for Registration of Bidders for CPCB/SPCB License holder**

1. Registration Original certificate plus certified true copy (original will be returned immediately)
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. Photograph of the owner & Bidder
7. Application on Company's letterhead
8. Declaration Form

(On Company Letter Head)

**DECLARATION FORM**

**DATE:** \_\_\_\_\_

**To,**

The Director,  
National Insurance Academy  
25, Balewadi, Baner Road,  
NIA Post Office,  
Pune - 411045

**Dear Sir,**

I / We, the bidder/s do hereby state that, I/We **have read the entire terms and conditions of the On-line e-auction catalog for Sale** including the disclaimer clauses and **understood them fully**. I/We, hereby unconditionally agree **to conform** with and **bound by** the said terms and conditions and agree to take part in the On-line Auction for sale of enlisted Scrap Materials in e-auction by NIA **on 10.06.2022**.

I / We further declare that I/We intend to purchase the above-referred material from NIA for our own use / business and that the information revealed by me / us in this acceptance form is true and correct to the best of my knowledge & our belief. I / We understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and /or untrue, the bid/s submitted by me / us **is liable to be cancelled and in such case the Earnest Money Deposit paid by me / us is liable to be forfeited by the seller** and the seller will be at liberty to annul (cancelled) the offer made to me/us at any point of time.

I/We also agree that after my / our offer / bid placed by me / us for purchase of the scrap material is accepted by NIA and I/we fail to accept or act upon the terms & conditions of the offer letter or am / are not able to complete the transaction within the time limit specified in the e-auction / offer letter for any reason whatsoever and / or fail to fulfill any / all the terms & conditions of the e-auction catalog and offer letter, **the Earnest Money Deposit and any other monies paid by me / us along with the tender and thereafter, are liable to be forfeited by the seller** and that the seller has also a right to proceed against me / us for specific performance of the contract, if so desired by NIA.

**The decisions taken by representatives of NIA shall be binding on me /us.**

I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

I note with due care that the “**Antares Systems Ltd. (Tender wizard)**,” shall be making the announcements of correction with the consent and knowledge of NIA and “**Antares Systems Ltd. (Tender wizard)**,” shall not be liable for this last-minute change.

**Signature of Authorized Signatory with Name and Company Seal**

USER ID (if exists) \_\_\_\_\_

Person / concern / firm / company in whose name the material is / are to be purchased.  
.....

Contact Person(s) \_\_\_\_\_

Designation \_\_\_\_\_  
(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address  
\_\_\_\_\_  
-

Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax No.-  
\_\_\_\_\_

E-Mail \_\_\_\_\_

GST Reg. No. \_\_\_\_\_

PAN No. (self-attested photocopy to be submitted) \_\_\_\_\_

Are you familiar with e- Auction / On-line bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

Lot No.	E-Payment details.	Bank Name	Branch	Dated	Pre-Bid EMD Amount

**Signature of Authorized Signatory with Name and Seal.**

\_\_\_\_\_  
\_\_\_\_\_

**NATIONAL INSURANCE ACADEMY**

**25, BALEWADI, BANER ROAD, NIA P.O., PUNE 411045.**

**Starting Time 11.00 am & Closing Time 2.00 pm**

**On 10<sup>th</sup> June 2022**

<b>Sr No</b>	<b>Lot No</b>	<b>Lot Description</b>	<b>Page No</b>	<b>Qty</b>	<b>% GST</b>	<b>% TCS</b>	<b>Prebid EMD Rs.</b>
1	Lot 1	Neon Sign Board comprising of M.S. Angle frame structure, neon tubing, HT transformers, HT/LT wiring and 3 feet high G.I. Box type letters.	Pg 01	Lot as per Photograph <b>Pg. 01</b>	<b>18%</b>	<b>1%</b>	<b>25000.00</b>
2	Lot 2	Different types of Chairs	Pg 02	Lot as per Photograph <b>Pg. 02</b>			
3	Lot 3	Two Pole Structure	Pg 03	Lot as per Photograph <b>Pg 06</b>			
4	Lot 4	Cable Scrap	Pg 04	Lot as per Photograph <b>Pg 04</b>			
5	Lot 5	Portable UPS	Pg 05	Lot as per Photograph <b>Pg 26</b>			
6	12 A & B	Tube Light Fittings, Recess Mounting Luminaries, Flood Lights	Pg 06	Lot as per Photograph <b>Pg. 30 &amp; 31</b>			
7	13	SMF and Industrial Automotive Batteries	Pg. 07	Lot as per Photograph <b>Pg. 33</b>			
8	14	Pedestal and Ceiling Fan	Pg. 08	Lot as per Photograph <b>Pg. 35</b>			
9	15	Telephone Instruments, Analog and Hard IP, AVAYA EPABX System, Battery Charger, Motor Starters, STD PCO Monitor	Pg. 09	Lot as per Photograph <b>Pg. 38</b>			
5	16	Water Purifier, Water Cooler, Refrigerator, Motors, Light Fixtures etc.	Pg. 10	Lot as per Photograph <b>Pg. 40</b>			
6	17	Tube Fittings, Refrigerator, Fused Tubes, Switch Plates, Insecto Killer, Table Lamps, H.T. Transformer of Neon Sign etc.	Pg. 11	Lot as per Photograph <b>Pg. 42</b>			