

**HIGH COURT OF JUDICATURE AT BOMBAY, NAGPUR BENCH, NAGPUR
THE OFFICE OF THE REGISTRAR (ADMINISTRATION),
CIVIL LINES,
NAGPUR - 440 001.
TEL NO- 0712-2561982**

**TENDER NOTICE
AUCTION NOTICE NO. N/PROT/ J040/2024
Dated :- 04th October, 2024**

The High Court of Bombay, Nagpur Bench, Nagpur, invites bids for sale of unusable 105 Tyres and old discarded spare parts of staff cars- (viz. Bumpers, Side Doors, Dicky Doors, Front Show Grills, Clutch/Pressure plates, Brake Disc, Shock-absorbers, Steering Assembly, Lower Arms, brake booster etc.) stocked in the godown at the premises of the High Court of Bombay, Nagpur Bench, Nagpur.

The inspection of such unusable tyres and old discarded spare parts of the vehicles will be kept open between 1100 Hrs To 1600 Hrs. from **04th October, 2024 to 11th October, 2024** at High Court of Bombay, Nagpur Bench, Nagpur, the interested bidders may visit the Protocol Section.

The eligible bidders may submit an application complete in all respect on or before 11th October, 2024 in the O/o. The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur-440001. For further details, please refer Bombay High Court website <https://bombayhighcourt.nic.in/tender>

The Terms and Conditions of the Tender are annexed hereto.

Dated this 04th October, 2024



**REGISTRAR (ADMINISTRATION)
HIGH COURT OF BOMBAY,
NAGPUR BENCH, NAGPUR**

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THE OFFICE OF THE REGISTRAR (ADMINISTRATION),
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TEL NO- 0712-2561982**

**SALE OF UNUSABLE TYRES AND OLD DISCARDED SPARE PARTS OF
VEHICLES**

SCHEDULE OF AUCTION PROGRAMME

**VENUE :- PREMISES OF HIGH COURT OF BOMBAY, NAGPUR BENCH,
NAGPUR**

DATE & TIME OF THE AUCTION	: 14/10/2024 (1100 HRS TO 1130 HRS)
REGISTRATION OF THE BIDDERS	: 04/10/2024 TO 11/10/2024 (1100 HRS TO 1600 HRS)
INSPECTION OF UNUSABLE TYRES AND OLD DISCARDED SPARE PARTS OF VEHICLES	: 04/10/2024 TO 11/10/2024 (1100 HRS TO 1400 HRS)

1. GENERAL INFORMATION

The sale is proposed for the unusable tyres and old discarded spare parts of the vehicles of the High Court of Bombay, at Nagpur Bench, the same shall be sold to the highest bidder on **'AS IS WHERE IS BASIS'** and on **'NO COMPLAINT BASIS'**.

1.1. Who is seller?

The committee constituted by the Registrar (Administration), Nagpur Bench, Nagpur, shall process the auction sale and will take decisions in any matter regarding the process. The Registrar of the High Court of Bombay, Nagpur Bench, Nagpur is the authorized signatory as seller. The Registrar's decision will be final and binding to all concerned.

1.2. Who can bid?

Any person who is of the age of majority, who is of sound mind and who is not disqualified from contracting by any law to which he is subject, in his individual capacity either in his own name or in proprietary name OR as a Partner of the Firm OR as an Authorized Representative of the Company; can be a bidder, if he is paying the Auction Fee, Caution Money Deposit (CMD); having necessary licence pertaining to disposal of scrap material mentioned in the bid and shall have to produce the same.

1.3. How to get registered as eligible Bidder?

For registration as eligible Bidder, the application shall be made either in the individual capacity or as a representative of any company. Same person cannot apply in individual as well as representative capacity. The application for registration as eligible Bidder shall be complete in all respect. The self-attested copies of all the required documents must be attached with the application. The Demand Draft drawn on Schedule/Nationalised Bank in favour of '**Registrar, High Court of Bombay at Nagpur**', payable at Nagpur against the payment of Auction Fee and CMD shall also be attached with such application. The right to register as eligible Bidder is reserved with the Committee. After satisfying that the application for registration is complete in all respect, formal Certificate of Registration/Acknowledgment as Eligible Bidder will be issued to the concerned.

1.4. Who will be purchaser?

The highest bidder will be verified as the Purchaser, provided other terms and conditions are complied, to the satisfaction of the Registrar (Administration) at Nagpur Bench of the High Court of Bombay.

2. Application for Registration as an eligible Bidder:-

Before filling an application, the general instructions with the terms and conditions must be carefully read. The application shall be made in proforma at **Annexure-A**. The applicant shall sign the Form. If it is signed in representative capacity, then mention below such signature under what capacity the Form is signed.

2.1. List of the Documents to be attached with the application: -

(Self-attested copies of the documents be attached with the application and when asked original be shown for verification)

- i) The document in proof of identity of the applicant. i.e., Aadhar Card/Driving license/Passport etc. of the applicant
- ii) The document in proof of Address of the applicant. i.e., recent Electricity/Water/Telephone bill or demand of Property Tax issued by the Municipal Corporation/Council/Nagar Panchayat/Gram Panchayat or such other local bodies or Rent Agreement with the Landlord etc. in the name of the applicant.
- iii) Goods and Services Tax Registration Certificate.
- iv) Shop & Establishment Act or Company Registration Certificate
- v) Partnership Deed or Company Memorandum.
- vi) D.D. drawn in the name of '**Registrar, High Court of Bombay, at Nagpur**' for Rs.500/- (Five Hundred only) towards the Auction Fee and separate D.D. for Rs. 5,000/- (Five Thousand only) in the same name towards the CMD.

- vii) In case of Partnership Firm and the Company, copy of audited balance sheet of the last year from Chartered Accountant.
- viii) Two recent passport size photographs of the applicant. (One affixed on the application and other for office record.)
- ix) Any other document which the Registrar (Administration) may required considering the special circumstances.

2.2. Undertaking in Annexure-A to the effects:-

- (a) that while disposing off the unusable tyres & other discarded Spare parts, all the rules and regulations pertaining to the pollution control prevailing at the relevant time shall be followed by the applicant.
- (b) that on successful bidding, the GST will be paid by such applicant on Reverse Charge Mechanism Basis.
- (c) that any other tax/cess liability arising out of the sale of the unusable tyres and old discarded spare parts (auction material) will be borne by the applicant.

2.3. Declaration on Oath that:-

- (a) He has read and understood all the terms and conditions of the auction document.
- (b) He has taken inspection of the unusable tyres and other discarded Spare parts kept for the auction, the particulars of the which are given in Annexure-B.
- (c) All the information filled in an application for eligible bidder are true and correct to the best of the knowledge of the person applying.

3. TERMS AND CONDITIONS OF AUCTION

3.1. Auction Fee/Registration Charges:

The intended bidder shall have to pay Rs.500/- (Rupees Five Hundred Only) as Auction Fee/Registration Charges by Demand Draft drawn in favour of '**Registrar, High Court of Bombay, at Nagpur**' payable at Nagpur. Payment by any other mode will not be accepted. This amount is non-refundable.

(**Note:** Such payment is non-refundable even for the applicant who does not participate in the bidding process)

3.2. Caution Money Deposit (CMD):

Caution Money Deposit (CMD) of Rs.5,000/- (Rupees Five Thousand Only) is payable by Demand Draft drawn in favour of '**Registrar, High Court of Bombay, at Nagpur**' payable at Nagpur, at the time of Registration.

(**Note:** Payment by any other mode will not be accepted)

3.3. The successful Bidder will have to pay bid amount within 3 working days during payment hours, only by Demand Draft drawn on Schedule/Nationalized Bank in favour of '**Registrar, High Court of Bombay, at Nagpur**' payable at Nagpur.

3.4. The Caution Money Deposit (CMD) paid by the successful Bidder will be adjustable towards the sold price of the auction.

3.5. The Caution Money Deposit of the unsuccessful bidders will be returned without interest in seven working days after the final closure of the auction process.

3.6. On failure to pay the required amount by the successful bidder within stipulated period, the full CMD amount deposited will be forfeited.

4. BID PRICE:-

4.1. Any bid lower than the price of Rs. 33,850/- collectively for unusable tyres and old discarded spare parts will not be accepted. The bidder may bid in the multiple of Rs. 500/- (Rupees Five Hundred Only) for whole lot. However, this would be without prejudice to the rights of the seller to permit to Bidders to bid in lower increment.

4.2. There shall be at least three eligible Bidders for auction to take place on Schedule date.

4.3. The Committee may waive any minor lacunae or non- conformity or irregularity in a Bid.

4.4. The committee reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to the Confirmation of the sale, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of any reasons for such action.

5. AUCTION/BIDDING METHODOLOGY:-

5.1. The Auction process will start at 11:00 Hrs on 14.10.2024, as mentioned in the above schedule, in the premises of the High Court at Nagpur.

5.2. Initially, there shall be only one lot consisting of 105 unusable tyres and old discarded Spare parts of the Vehicles. **(Detail Particulars of the unusable tyres and discarded spare parts are given in (Annexure-B)**

- 5.3.** Considering the situation at the relevant time, the Committee may decide to put/create lot(s) and allow fresh bidding for such newly created lots.
- 5.4.** After the completion of bidding process, if the First highest/Successful bidder fails to pay the required bid amount within the stipulated time then Caution Money Deposit (CMD) will be forfeited and the offer of the Second highest bidder (whose offer is not below the minimum bid price), will be accepted by issuing him intimation letter. Such second higher bidder will have to pay such amount within next 3 days of such intimation.
- 5.5.** The highest bid will be taken only subject to confirmation basis. After the closure of the auction the lot/lots which is/are accepted by the seller as 'Confirmed Acceptance' will be intimated to the successful/highest bidder, by the Registry of High Court of Bombay, Nagpur Bench, Nagpur, on the day of auction itself.
- 5.6.** The intimation of Confirmed Acceptance of Bid will be issued only in the name of the Bidder as is recorded in the registration form. Any further correspondence will be only with the Bidders on his name and address as recorded in the registration form.
- 5.7.** If no intimation reaches for reasons beyond the Control of this Office the Bidders are expected to take efforts to find out status before the last day. It is explicitly made clear that non-receipt of intimation should not be an excuse for non-payment and CMD will be forfeited, if the highest/successful bidder fails to pay the required amount within the stipulated time.

5.8. After intimation of the Confirmed Acceptance, the successful bidder has to deposit the remaining balance amount by adjusting the CMD by Demand Draft drawn on any Scheduled/Nationalized Bank drawn in favour of **'Registrar, High Court of Bombay, at Nagpur'** payable at Nagpur within next 3 days from the date of auction. In case of failure by the highest bidder the same rules shall apply to the next highest bidders.

5.9. Only those bidders who are registered with GST authority and having a valid GST registration number will be allowed to participate in this auction. The GST as applicable at the time of supply of the unusable tyres and discarded Spare parts of the vehicle, shall be paid by the successful bidder and the GST with Cess on such goods shall be paid on Reverse Charge Mechanism Basis by the registered recipient. The bidder will be solely responsible for remitting the GST and any other statutory liability in this regard and no liability whatsoever shall be borne by the seller.

5.10. The High Court will not be under any obligation to meet and have discussions with any of the Bidder and/or to give a hearing on their representations.

6. INSPECTION OF UNUSABLE TYRE AND DISCARDED SPARE PARTS OF THE VEHICLES:-

6.1. The unusable tyres and discarded Spare parts of the vehicles will be sold on **'AS IS WHERE IS BASIS'** and on **'NO COMPLAINT BASIS'**.

6.2. The unusable tyres and old discarded Spare parts of the vehicles are sold on the assumption that the bidders have inspected the same and know what they are buying. The principle of Caveat Emptor(let the buyer be aware) will apply. No complaint will be entertained in this

behalf as regards weight or other particulars of the unusable tyres and old discarded spare parts (auction material).

- 6.3.** Person interested in bidding can inspect the unusable tyres and old discarded Spare parts of the vehicles in advance on site on any working day, during the period from 04/10/2024 to 11/10/2024; between 1100 Hrs to 1600 Hrs at the premises of High Court of Bombay, Nagpur Bench, Civil Lines, Nagpur.
- 6.4.** If on account of any unavoidable circumstances, Auction process is cancelled or could not be held on given date, the bidder will not be entitled to claim any compensation or damages, for such cancellation or postponement.
- 6.5.** All bidders/purchasers shall be deemed to have read and acquainted themselves with these conditions of sale and agreed to bid subject to these conditions only.
- 6.6.** No sale shall be invalidated by reason of any discrepancy in the description/particulars of the unusable tyres and old discarded Spare parts (auction material) given in any document.

7. PAYMENT TERMS:

- 7.1.** In case if the purchaser fails to pay the balance of sale price within the stipulated period, the Seller may agree to extend the period of making the balance payment which shall be not more than next 10 days from such due date and the interest equal to the amount calculated @ 10 % for one month on such unpaid amount will have to be paid in addition to the remaining balance.

7.2. The certificate of sale of the auction material will be issued to the successful purchaser after receipt of full and final installment.

7.3. In the event of the failure of the purchaser to pay the balance sale price, the contract will automatically stand terminated and CMD amount will stand forfeited for the breach of terms and condition of the contract by the purchaser. The unit(s)/lot in question will be resold by the Seller without any further reference to the purchaser.

8. LIFTING OF UNUSABLE TYRES AND DISCARDED SPARE PARTS OF THE VEHICLES:-

8.1. The Successful Bidder shall be expected to take possession of the unusable tyres and old discarded Spare Parts in consultation with the Registrar (Administration), High Court Bombay, Bench at Nagpur, on any working day, within 3 days from final payment of sale price. The unusable tyres and old discarded Spare Parts will be handed over in the presence of concerned officer/department staff only between 1100 Hrs to 1600 Hrs. The purchaser will not be allowed to take the same beyond working hours.

8.2. The buyer shall be responsible for any damage done to the premises in removing the goods bought by him.

8.3. At any point of time, if it is found that the purchaser is carrying any excess Material than mentioned in the documents, the seller will be well within its right to detain the vehicle carrying the auction material, unload the material at the cost & expenses of the Purchaser and terminate the contract forthwith & forfeit the entire sale amount and

claim such further losses and damages that may be caused to the seller.

- 8.4.** The transporting, loading, unloading of the auction material will be carried out by the buyer at its own cost.
- 8.5.** The purchaser is allowed to use any machine to lift the purchased unusable tyres and old discarded Spare parts of the vehicle from the premise of the High Court, at his own cost without damage to the property of the High Court. Non-availability of such machine will not be considered as a ground for late lifting of the unusable tyres and old discarded Spare parts.
- 8.6.** Oxy-cutting/cutting of the purchased material will not be allowed in the High Court Premises.
- 8.7.** The purchaser intending to take the delivery of the auction material through an Agent or his representative, should submit duly executed letter of authority along with photo i/d card of such agent or representative, before the Seller. Only, after the approval of the Seller, he can be allowed to take delivery of auction material. Delivery by proxy will be at the buyer's sole risk and responsibility and no claim shall lie against the Seller on whatsoever, account if the delivery is effected to the wrong person(s).

9. PENALTY FOR DELAY IN LIFTING THE MATERIAL:

- 9.1.** If the purchaser does not lift the unusable tyres and old discarded Spare parts of the vehicle within stipulated time then he shall be liable to pay penalty of Rs. 500/- for each day of delay, without prejudice to other rights of the seller.

10. DECISION AND JURISDICTION IN CASE OF DISPUTE :

10.1. In case of any dispute regarding the contract the decision of the Seller shall be final and binding on all concerned.

10.2. Arbitration: - In the event of any dispute or difference arising out of or related to any of the terms and conditions of this auction and/or in relation to its implementation or interpretation, the matter shall initially be resolved through mutual discussion and conciliation. If such efforts fail, the matter shall be referred to a sole arbitrator appointed by the High Court Registry. The arbitration shall take place in Nagpur.

11. RIGHT TO ACCEPTANCE/REJECTION OF OFFER

11.1. The seller reserves the right to withdraw wholly or partially any of the items put up for sale at any time before the sale is confirmed, without assigning any reason for such withdrawal.

11.2. The seller is not bound to accept the highest offer; so also, the seller reserves the right to reject any CONDITIONAL offers. All rights to reject the offer, although it may be highest, are reserved with the Seller.

11.3. The auction material are sold subject to the reserve price fixed by the Seller. If there is any dispute to the last or the highest bid, the goods shall be put for the sale again and sellers decision shall be final and binding to all.

12. TERMINATION OF CONTRACT :

The Registry of High Court of Bombay, Nagpur Bench, Nagpur reserves the right to terminate the contract any time by giving three days' notice on the following grounds:

- 12.1.** Unsatisfactory execution or performance of the contract by the Purchaser.
- 12.2.** For improper behaviour of the Purchaser or breach of the terms and conditions of the contract.
- 12.3.** Decision of the Seller to terminate the contract shall be final and binding and no claim for damages and compensation shall lie.
- 12.4.** Misrepresentation or suppression of any fact in the application for registration as eligible bidder.
- 12.5.** On the ground of Cheating/Fraud/Misrepresentation played by the Purchaser.

13. GENERAL:

- 13.1.** Any correspondence with the bidder will be made on the address/email address/WhatsApp mobile or telephone number given in the Application for Registration as eligible Bidder.
- 13.2.** All notices/letters/e-mails/other electronic communications sent to the bidders/purchasers shall be deemed to have been received by him on expiry of the reasonable time ordinarily required for such transmission, if such communication is made on address/email address/WhatsApp mobile or telephone number etc. given in the Application for Registration as eligible Bidder.

- 13.3.** Resale of unusable tyres and discarded spare parts purchased in the Auction will not be recognized by the seller. The delivery of the auction material will be allowed only to the original purchaser and his duly recognized agent/representative.
- 13.4.** Gate pass will be issued only in the name of the successful purchaser only.
- 13.5.** The Seller in no way will be responsible for any accident, damage or injury to the any person engage in lifting the auction material from the premises of the High Court.
- 13.6.** If the successful purchaser at any stage either neglects or is unable to take delivery of the auction material for any reasons whatsoever/or the performance of the purchaser is unsatisfactory, the seller will have the right to terminate the contract and forfeit the CMD/Purchase price and claiming such further loses and damages that may have been caused to the seller to determine and declare at its sole discretion.
- 13.7.** In the event of the purchaser failing to remove the auction material and/ or to pay the balance price thereof, the Seller shall be free to sell the goods to any other person or persons and to recover from the original purchaser the amount by which the price at which the auction material is actually sold falls short of the price agreed by the original purchaser. This does not in any way affect the right of the Seller to forfeit the CMD as provided therein.
- 13.8.** Any dispute between bidder and the Seller relating to the auction shall be decided at the time of the auction by the Sellers

representatives duly authorized to take such decision on behalf of the Sellers. The decision so taken will be final and binding on all persons.

13.9. The Purchaser is also required to sign the bid-sheet to complete the sale according to the condition thereof and subscribe his signature on the bid-sheet towards the lot/lots knocked down to him. In the event of the purchaser failing to sign the agreement or bid-sheet, the auction material may, if the seller may think fit be put for sale again immediately and resold on account and at the risk of the defaulting purchaser, who shall be responsible for the deficit if any, in the price and such deficit shall be recovered from the defaulting purchaser, and he shall be debarred from the auction process.

13.10. Any misbehavior or misconduct of the Purchaser or his agent shall be dealt with strictly in accordance with the law.



(R.M. Sadrani)
Registrar(Administration)

For Details Contact:

Registrar (Administration),
High Court of Bombay,
Nagpur Bench, Civil Lines,
Nagpur
Tel. 0712 -2561982.

<https://bombayhighcourt.nic.in/tenders>

HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH,
CIVIL LINES, NAGPUR-440 001.

ANNEXURE -A

Affix photo

Note : All entries are compulsory

BIDDER REGISTRATION FORM

Enrollment No. _____

1. Name of Individual/Proprietor/firm/Company :-

2. Address:- _____

3. Designation _____
4. Bidders Establishment year(Shop Act licence) _____
5. GST No. _____
6. PAN / TAN No. _____
7. Aadhar No. _____
8. Telephone No. _____ Fax No. _____
9. Mobile Nos. +91 _____, +91 _____

10. E-mail Address _____
11. Auction Registration Fees Rs. 500/- (Rupees Five Hundred Only) paid
DD No. _____ dated _____
Drawn on (bank name/branch) _____
in favour of '**Registrar, High Court of Bombay, at Nagpur**'
Payable at Nagpur.
12. Caution Money Deposit Rs. 5,000/- (Rupees Five Thousand Only) paid
DD No. _____ dated _____
Drawn on (bank name/branch) _____
in favour of '**Registrar, High Court of Bombay, at Nagpur**'
Payable at Nagpur
13. All documents are self attested : **YES / NO.**

UNDERTAKING

1. That, I am having necessary licence with respect to dealing with the scarp material described in the bid and while disposing off the unusable tyres and old discarded spare parts of the vehicles all the rules and regulations pertaining to the pollution control prevailing at the relevant time shall be followed.
2. That on successful bidding, it will be my sole responsibility to pay the GST on Reverse Charge Mechanism Basis on the auction material. I will also be responsible for any other tax cess liability arising from the purchase of unusable tyres and old discarded spare parts of the vehicles.
3. I/We declare that, the undersigned bidder never blacklisted by the Central/State Government/Corporation, other Government Institutions.

DECLARATION ON OATH

1. I/we have read and understood all the terms and conditions of the auction document.
2. I/we have taken inspection of the unusable tyres and old discarded spare parts of the vehicles kept for the auction, the particulars of which are given in **Annexure-B**.
3. All the information filled in my application for eligible bidder are true and correct to the best of my knowledge.

Seal & Sign of Authorised signatory of
Company/Proprietor/Firm/Agency/Individual

ANNEXURE-B

Lot	Item Description	Quantity	Caution Money Deposit (CMD)	Upset value	Incremental value
1.	Unusable Tyres	105	Rs.5,000/-	Rs. 33,850/-	Rs. 500/-
	Old discarded Spare parts	Refer below list			

LIST OF DISCARDED SPARE PARTS

SR. NO.	CLASSIFICATION OF SPARE PARTS	QUANTITY	TOTAL WEIGHT IN KG
1	Spark plug	9	
2	Side door	4	67.840
3	Back side dicky door	2	29.260
4	Bonnet	2	28.480
5	Petrol tank side fender	1	5.720
6	Shockup assembly	23	75.420
7	Number plate	9	2.06
8	Radiator	1	2.38
9	Radiator fan	1	1.390
10	Link rod	11	6.850
11	Air filter	7	3.380
12	Steering ball joint	1	1.430
13	Shockup cover metal	4	2.670
14	Shockup mounting	6	5.560
15	Clutch release bearing/wheel bearing	4+4	3.2
16	Wheel hub	2	2.910
17	Shockup plate	4	1.3
18	Clutch plate, pressure plate	4	15.840

19	Steering rod assembly	4	23
20	Brake booster (Altis)	1	2.4
21	Lower arm mounting	2	6.820
22	Rear gard (plastic + metel)	2	8.530
23	Plastic (foot rest)	2	4.200
24	Front gril plastic + gril absorber plastic	2+3	5.930
25	Door hinges	7	3
26	Brake pad	44	12.03
27	Front bumper rail metal	1	5.590
28	Engine mounting	4	9.330
29	Miscellineous metal angle with nut bolt	2	2.470
30	Tale light assembly	2	3.05
31	Master cylinder	1	0.660
32	Tank unit	1	0.550
33	Miscellineous Rubber hose, rubber bidding, wiper blades & plastic material		9.150
34	Side mirror assembly + Mirror back cover plastic	1+1	2.280
35	Rear bumper	4	13.930
36	Side pillar	1	1.990
37	Front bumper	2	8.7
38	Bumper realing P.V.C.	1	0.800
39	Bumper protector P.V.C. inner side	1	0.780
40	Dicky door cover P.V.C.	1	1.660
41	Brake disc	2	17.940
42	Innova Hycross Hybrid- front bumper alongwith pvc grills	1	4