

HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD
JALNA ROAD, CHHATRAPATI SAMBHAJINAGAR
Tel. No. 2993303(O), Fax No. 2486029

AUCTION NOTICE

No.N/Cash/6068/2024
Date: 03/06/2024.

Sealed quotations are invited from reputed Bidders/Contractors/Agencies for “ the Sale/auction of old Furnitures on “As is where is basis” and “As is what is basis” in the High Court of Bombay Bench at Aurangabad as per details given in Annexure “B”.

TERMS AND CONDITIONS

- 1) The last date for submission of quotation in the prescribed format is 13/06/2024 up to 5.00 p.m.
- 2) The Scrap material will be sold in **as is where is condition**. No Claim *query*/dispute will be entertained in this regard after submission of quotation.
- 3) The bidder shall quote the amount in Rupees for whole lot of old furnitures as per the details mentioned at Annexure-“B”, in the sealed quotation by indicating on the Envelope “Quotation for purchase of Old Furnitures”.
- 4) The award of Auction/The items shall be sold to the bidder whose offer will be the affordable highest price, subject to approval from the State Government.
- 5) The Bidder must not have been blacklisted by Central/State Government,

Corporations or Government undertakings. Undertaking to that effect must be submitted by the bidder.

6) The old Scrap material is available for inspection on any working day between 10.00 a.m. to 5.00 p.m. before the last date of submission of quotations, in coordination with a responsible officer/official from the Protocol Department of this Registry.

7) The prescribed form/Price Bid for submitting the quotations is in **Annexure- "A"** and details of old furnitures to be auctioned in **Annexure "B"** which may be downloaded from website : <https://bombayhighcourt.nic.in>

8) All material will be auctioned in one lot to the successful bidder and no partial bid shall be entertained. If the quoted rates of H1 bidder is less than the upset value provided by the PWD Department, it will be accepted if permitted by the State Government.

9) The bidders should submit a **Tender Fee for Rs.500/- [non-refundable]** and EMD for **Rs.5,000/-** by Demand Drafts of any Nationalized Bank drawn in favor of Registrar (Admin.), High Court of Bombay, Bench at Aurangabad, payable at Chhatrapati Sambhajnagar with the quotation. The quotation without Tender Fee and EMD Shall be summarily rejected.

10) The EMD of the unsuccessful bidder will be returned and that of successful bidder shall be returned after the successful completion of the work. If the successful bidder fails to lift/carry the articles from this office within 03 days from the receipt of the work order, the amount of Rs.5000/- shall be

forfeited.

11) The interested bidders may submit the price bid duly stamped and signed on the letterhead of bidder in a Sealed Envelope along with Demand Drafts and photocopies of relevant documents i.e. Shop Act License, PAN Card, GST and Annexure "C" with sign and seal, etc.

12) It shall be presumed that, the bidders have fully inspected the old/unused/Beyond repairable old furnitures, before submitting their tenders. The Registry shall not be responsible and shall not entertain any complaint in this regard after submission of quotation.

13) The items once sold to the successful bidder shall not be taken back on any condition whatsoever.

14) The successful bidder shall pay the entire amount so quoted, by Demand Draft within 24 hrs., from the receipt of work order in the office of the Registrar (Administration) High Court of Bombay, Bench at Aurangabad and then proceed to lift the said old furnitures from this office at their own cost.

15) The Registry will issue work order in favor of successful bidder in respect of auction of Old Furnitures .

16) The time limit for removal of the auctioned materials shall be 03 days from the date of receipt of work order. The successful bidder is required to lift the auctioned articles at his/her own cost within 03 days of receipt of communication from the office, during office hours after depositing the entire amount so quoted, by Demand Draft of any Nationalized Bank.

17) While carrying the articles, care shall be taken not to create nuisance in the premises of the Hon'ble High Court.

18) The bidder/contractor/agency shall be responsible for taking all necessary permissions from the competent authority of High Court Bench at Aurangabad.

19) The scrap Furnitures shall be lifted from the site by the successful bidder at its own cost. The cost on this account shall be deemed to be included in the quoted offer.

20) Any damage caused by the workmen of the contractor to wall, ceilings, floors fixtures etc should be made good at the contractor's cost.

21) The undersigned reserves the right to adjourn or cancel or modify the terms of auction with or without notice and will not be responsible for any loss or inconvenience caused to anyone in this regard.

22) The decision of the High Court Registry in the qualification criteria and selection of bidder shall be final and binding on participated bidders. No correspondence will be entertained outside the process of negotiation / discussion with the High Court Registry.

Note : The High of Court Bombay, Bench at Aurangabad reserves the right to waive any minor informality or non-conformity or irregularity in the tender.

23) The High Court of Bombay Bench at Aurangabad reserves the right to

accept or reject any quotation, cancel the tendering process at any stage, split orders and to annul the Bidding process and reject all Bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

24) Arbitration :- In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by High Court Registry. The arbitration shall be at Aurangabad and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

25) Legal Jurisdiction :-

Legal dispute if any, shall be subject to the jurisdiction of Chhatrapati Sambhajinagar in Maharashtra only.

Date: 03/06/2024.

Sd/-
REGISTRAR (ADMIN.)
HIGH COURT OF BOMBAY
BENCH AT AURANGABAD

ANNEXURE 'A'

(On letter head of Bidder/ Contractor/Agency/ firm)

**Price Bid for auction of
Old Furnitures**

Name of Bidder		
Address & Contract No.		
Old Furnitures , as per details given at “ Annexure B ”	Upset Value informed by the PWD, Chhatrapati Sambhajanagar.	Quoted Amount by the bidder
	Rs.91470/-	Rs. _____/- for whole lot.

List of Documents etc.

Sr. No.	Particulars	Documents enclosed? Yes/No
1	Shop Registration	
2	PAN Card	
3	GST Certificate	
4	Tender Fees for Rs.500/- [Non refundable] DD No. _____ dtd. _____	
5	EMD for Rs.5000/- DD No. _____ dtd. _____	
6	Copy of Annexure “C” with sign & seal of bidder/agency	

Date:

Signature of the Contractor
Address

ANNEXURE - "B"**LIST OF UNUSED OLD/UNUSABLE/BEYOND REPAIRABLE FURNITURE**

SR. NO.	PARTICULARS	QUANTITY
1	IRON CHAIRS	28
2	CUSHION CHAIRS	67
3	CANNIN CHAIRS	33
4	REVOLVING CHAIRS	39
5	PLASTIC CHAIR	17
6	WOODEN CHAIR	15
7	STEEL RACK	8
8	IRON TABLE	6
9	WOODEN RACK	8
10	CUPBOARD	2
11	WOODEN TABLE	8
12	BENCH	2
13	SINGLE WOODEN BED BROKEN	5
14	CENTRAL WOODEN TABLE OLD	1
15	BROKEN CHAIRS	5
16	S.S. DINING TABLE WITH EIGHT CHAIR BROKEN	1 SET
17	S.S. & WOODEN SOFA SET 3 + 2	2 SETS
18	OLD OFFICE TABLE WOODEN BROKEN	3
19	SHOE CABINET	2
20	CROCKERY RACK WOODEN	1
21	SMALL SHELF RACK WOODEN OLD	1
22	SOFA SET 5 SEATER (3 + 2)	2
23	SINGLE MATTRESSES OLD	4
24	TV SHOWCASE UNIT	1
25	WOODEN TV UNIT OLD	1
26	TROLLEY BROKEN OLD	1
27	THREE SEATER SOFA	1
28	DOUBLE BED WOODEN	1
29	CROCKERY RACK WOODEN BIG	1
30	WOODEN PARTITION	1
31	DRESSING TABLE BROKEN	1

UNDERTAKING & DECLARATION

To,
The Registrar (Administration),
High Court of Judicature at Bombay,
Bench at Aurangabad.

Name of Bidder : -

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in the tender document inviting tenders for Auction of Old Furnitures at High Court of Judicature at Bombay, Bench at Aurangabad, as described in the tender document.

2. I/We hereby quoted the amount of the auction of material as mentioned tender notice., as per the scope and conditions stipulated in Tender notice and the amount quoted by the undersigned is final and I/we will not withdraw my/our offer.

3. I/We hereby declare that, before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.

4. I/We hereby declare to have inspected all the material available for auction at High Court, Bench at Aurangabad and got myself/ourselves satisfied.

5. I/We undertake that, I/We will lift out the said old furnitures within stipulated time, as mentioned in the tender notice, failing which I know that, my EMD amount will be forfeited by the High Court Registry.

6. I/We declare that, any kind of bankruptcy/insolvency proceedings is not pending against us.

7. I/We declare that, the undersigned bidder has never blacklisted by the Central/State Government/Corporation, other Government Institutions.

8. I/We declare that no legal proceedings for violation of Labour Welfare Legislation or other criminal proceedings is not pending against the bidder.

Signature of the bidder

Name & Address of the bidder with Seal