

**HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD.**

**TENDER INVITING NOTICE**

No.N/Cash/2558/2023.

Date :21/02/2023.

The Registry of Bombay High Court, Bench at Aurangabad, invites sealed tenders in two part bidding system [Technical Bid & Financial Bid] from reputed manufacturers/authorized dealers for supply of **standard quality Leather Visitor Chairs, as per details mentioned at Annexure "A"**.

**Details of Bid :**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Last date & time for submission of tenders.	02/03/2023 by 5.00 p.m.
2	Date and time of opening of Technical Bid. [If Possible]	03/03/2023.
3	After Scrutiny of Documents, the Registry will ask the Technically eligible bidders/firms to submit standard quality samples of Chairs.	As per Schedule decided by High Court Registry.
4	Registry will open the Price Bids of bidders who are eligible in Technical Bid as well as whose sample has been approved by the Hon'ble committee.	As per Schedule decided by High Court Registry.
5	Place of submitting tenders and address for communication :	The Registrar [Adm.], High Court of Bombay, Bench at Auangabad, Jalna Road, N-3, Cidco, Aurangabad-431009. [Maharashtra]

## **General Terms and Conditions**

- 1] The Bidders shall have to attach the photocopies of required documents as mentioned in Annexure “B” serially in the Technical Bid Envelope.
- 2] The Sealed tender [containing Technical Bid and Financial Bid] should be superscribed with "Tender for supply of Visitor Chairs" and submit the same as per the above mentioned schedule.
- 3] The Bidders are expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all the information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect, shall be at the Bidder's risk and may result in rejection of the bid. The bid is liable to be rejected without any intimation to the Bidder, if complete information called for the Tender Document is not given therein or if any particular asked for in the Forms / Proforma in the Tender are not fully furnished.
- 4] The prices quoted by the Vendors shall be in Indian currency and inclusive of all Levis, Taxes introduced by the Government, packaging and delivery charges etc. and not be subject to any price escalation and quoted rates valid for the period of three months.
- 5] The supplier is to be entirely responsible for the execution of the purchase order in all respects in accordance with the terms and conditions. In case of failure to comply with the provisions of the terms and conditions mentioned, the High Court Registry reserves the right to award the contract to the next tenderer.

6) After delivery of chairs or during the warranty period any defect if found in the chair/s or the supplied chairs are not as per approved sample, the tenderer shall have to take the same [rejected store] back at their own cost and risk and shall replace such rejected chairs with the items of standard specifications/quality as acceptable to the High Court Registry.

7) The Registry of High Court of Bombay, Bench at Aurangabad reserves the right to split orders and / or accept or reject any tender as also to alter any or all of the terms and conditions without assigning any reasons thereof.

**Bid Security (EMD – Earnest Money Deposit)**

The interested bidders are required to submit EMD of Rs.5,000/- (Rupees Five Thousand Only) and Tender Fees for Rs.500/- (Rupees Five Hundred Only) [Non Refundable] by Demand Draft from any Nationalised Bank in favour of the Registrar, High Court, Bench at Aurangabad. Earnest Money will be returned to the unsuccessful bidders by obtaining their signatures and to the successful bidder after successful completion of purchase order.

**Security Deposit :-**

1) Security Deposit :- The successful Bidder shall at his own expenses submit an unconditional and irrevocable Performance Bank Guarantee, as a security deposit for Rs.5000/- of any Nationalised Bank with Tender Issuing Authority in favour of Registrar [Admn.], High Court, Aurangabad, within fifteen (15) working days from the date of work order, as per proforma given at Annexure “C”.

2] The said Bank Guarantee will be return to the successful bidder after successful completion of warranty period without interest, if bidder breached the

said terms & conditions or fail to provide satisfactory services immediately during the warranty period, the said security deposit amount will be confiscated by the Registry.

**Selection/Approval of Sample :-**

1] The bidders who will be eligible in the technical bid shall arrange sample of standard quality Chairs at its own cost and risk, as per specifications mentioned in the tender notice before the Hon'ble Committee at High Court, Bench at Aurangabad for approval of sample, as per schedule decided by the High Court, Bench at Aurangabad and after approval of samples the financial bids of bidders, whose samples would be approved as well as eligible in technical bid will be opened. The bidders shall have to comply with such conditions, failing which, the tenderer shall be liable for rejection and forfeiture of the EMD. After selection/approval of samples, the Registry will take further steps in the matter.

**2] The selection of sample is based on the quality of product, attractiveness, comfortability of chairs which are befitting the status of Hon'ble High Court.**

3] The decision of the Selection Committee in the approval of samples shall be final. No correspondence will be entertained outside the process of discussion with the High Court Registry.

**Opening of Bids and Bid evaluation :-**

1) The decision of the High Court Registry in the evaluation of the Qualification criteria, approval of samples and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation /

discussion with the High Court Registry.

2) The High Court of Bombay Bench at Aurangabad reserves the right to accept or reject any bid and to annul the Bidding process and reject all bids at any time prior to award of contract, 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.

**Payment Terms :-**

1. The Payment will be made as per Government rule/procedure after successful delivery of articles, as per purchase order and satisfactory report received from the Court Keeper Branch of this Registry.

2) The Payment will be made subject to deposit of Security Deposit as mentioned under Security Deposit/Performance Security Clause. No advance payment will be made under any circumstances.

**Delivery Terms : -**

1) The time and the date of delivery of the Chairs will be maximum 15 days from the date of issuance of the purchase order. The tenderer shall deliver the said chairs at the office of Registrar [Admn.], High Court, Aurangabad within the stipulated time.

2] In case this office does not receive the chairs, by due or extended date if any of delivery, the Registry reserve the right to cancel the purchase order and EMD/Security Deposit will be forfeited by the Registry.

**Warranty/Guarantee : -**

1) All Chairs shall be carrying at least 05 [Five] years Warranty/Guarantee against defects of Manufacturer/workmanship and poor quality of components. Accordingly the tenderers shall indicate clearly and exhaustively the mandatory warranty/guarantee offered by them as stated above.

2)] Uptime guarantee :During the warranty/guarantee the firm will maintain the chairs in good working condition. All the complaint will be attended by the firm within 12 hours of the dispatch of a complaint to their office, failing to repair within stipulated time the Registry will deduct the penalty amount per hour so as decided from the Bank Guarantee amount.

**Legal Jurisdiction :-**

1] Legal dispute, if any, shall be subject to the Jurisdiction of Aurangabad Court.

Date : 21/02/2023.

Sd/-  
Registrar (Admn),  
High Court of Bombay  
Bench at Aurangabad

### Annexure 'A'

<b>Sr. No.</b>	<b>Details of Chairs</b>	<b>Req. Qty.</b>
1	<p>Visitors Chairs Material &amp; Sub type Premium Leatherette Upholstery Material Premium Leatherette Seat Material Premium Leatherette Finish Matte Colour &amp; Colour Family Back Dimension (W) 595mm X (D)510mm X (H)875mm Seating Capacity 1 Seater Function Stckable Size Compact Style Contemporary Assemble Type Knock Down. Backrest Fitted : By round head screws 03 Nos. (minimum) on each side Frame Section wall thickness : 1.2/2.mm Frame material : (Steel tube (ERW quality) conforming to IS:1161 (with latest amendment) GSM of seat Cover 250/390 GSM</p>	18
	<p>Note : Bidder can offer the Chairs with Higher quality specification in addition to the above specifications with reasonable price and provide samples as per terms and conditions.</p>	

**Annexure “B”**  
**TENDER DOCUMENT**  
**Tender Notice for supply of Chairs at**  
**High Court of Judicature at Bombay Bench at Aurangabad**  
**(This tender document proforma should be filled up & attached with the**  
**technical bid)**

Name of Agency	
Detailed address	
Telephone Numbers	
E-mail Id	

**Section I : - Eligibility Criteria**

Sr. No.	Eligibility Criteria/ List of documents to be attached serially in technical cover	Documents attached Yes/No
1	Shop Registration/Trade license	
2	The GST registration.	
3	The copy of Registration of PAN	
4	EMD and Tender Fees enclosed?	

**Undertaking**

I/We \_\_\_\_\_ Company/agency is hereby undertake that I read all the terms & Conditions of the tender and I abide by them.

The above mentioned information is true and correct and my/our company/firm is not black listed by The Central/State Government, Corporations or Government Undertakings.

Seal & Sign of Company/agency/firm

Annexure - C

**PERFORMANCE SECURITY FORM**

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

WHEREAS \_\_\_\_\_ (Name of Contractor) has undertaken the Contract, as per Tender No. \_\_\_\_\_ dated, \_\_\_\_\_ to provide \_\_\_\_\_ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:-

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of Rs. \_\_\_\_\_ (amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and  
Seal of Guarantors \_\_\_\_\_

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

Date :- \_\_\_\_\_  
Address: \_\_\_\_\_