

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

AUCTION NOTICE

No.N/Cash/9487/2023
Dt. 17/08/2023.

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

TERMS AND CONDITIONS

- 1) Last date of submission of the quotation in prescribed format is **24/08/2023** up to **5.00 p.m.**
- 2) The Scrap material will be sold in **as is where is condition**. No Claim or dispute will be entertained in this regard after submission of quotation/auction.
- 3) The bidder shall quote the amount in Rupees for whole lot for furniture articles as per the details at Annexure-“B”, in sealed quotation by indicating on Envelope “Quotation for purchase of Old Furniture Articles”.
- 4) The award of Auction/The items shall be sold to the bidder whose offer will be the the affordable highest price.
- 5) The Bidder must not have been black listed by Central/State Government, Corporations or Government undertakings. Undertaking to that effect must be submitted by the Agency.

6) The old Scrap material is available for inspection on any working day between 10.00 a.m. to 5.00 p.m. prior to last date of submission of quotations i.e. up to 24/08/2023, in co-ordination with a responsible officer/official from the Protocol Department of this Registry.

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

8) All material will be auctioned in one lot to the successful bidder & no partial bid shall be entertained. The Agency shall quote the amount in Rupees for whole Lot.

9) The bidders should submit a **Tender Fees for Rs.1,000/- [non refundable]** and EMD for **Rs.5,000/-** by Demand Drafts of any nationalized bank drawn in favour of Registrar (Admn.), High Court of Bombay, Bench at Aurangabad, payable at Aurangabad with the quotation. Quotation without Tender Fees & EMD Shall be summarily rejected.

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

11) The interested agencies may submit the price bid duly stamped and signed 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 furniture articles, 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 agency shall not be taken back on any condition whatsoever.

14) The successful Agency 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 then proceed to lift the said old Furniture articles from this office at their own cost.

15) The Registry will issue work order in favour of successful agency in respect of auction of Old Furniture Articles.

16) The time limit for removal of the auctioned materials shall be 3 days from the date of receipt of work order. The successful Agency 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 nationalised 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 contractor/Agency shall be responsible for taking all necessary

permissions from the competent authority of High Court Bench at Aurangabad.

19) The Furniture Articles shall be lifted from site by the successful agency 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, ceiling, floors and 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 : High Court Bombay, Bench at Aurangabad reserves the right to waive any minor informality or non-conformity or irregularity in the Tender.

23) High Court of Bombay Bench at Aurangabad reserves the right to accept or reject any quotation, 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 :-

All Legal disputes are subject to the jurisdiction of Aurangabad Court only.

Date: 17/08/2023.

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

ANNEXURE 'A'

(On letter head of Contractor/Agency/ firm)

**Price Bid for auction of
Old Furniture Articles**

Name of Bidder	
Address & Contract No.	
Quoted Amount for purchase of Old Furniture Articles , as per details given at " Annexure B "	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.1,000/- [Non refundable] DD No. _____ dtd. _____	
5	EMD for Rs.5000/- DD No. _____ dtd. _____	
6	Copy of Annexure "C" with sign & seal of company/agency	

Date:

Signature of the Contractor
Address

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

SR. NO.	PARTICULARS	QUANTITY
1	WOODEN CHAIR	7
2	IRON CHAIRS	26
3	CUSHION CHAIRS	33
4	CANNING CHAIRS	24
5	SEATER BENCH	4
6	IRON TABLE	10
7	WOODEN TABLE	3
8	REVOLVING CHAIRS	9
9	PLASTIC CHAIR	8
10	STEEL SIDE RACK	8
11	WITNESS BOX	2
12	WOODEN RACK	9
13	SOFA SET 3+2	2
14	PANASONIC CORDLESS PHONE	1
15	MORPHY RICHARD STEAM IRON	1
16	AIR COOLER	3
17	ELECTRICAL BOARD	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 Furniture articles 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 furniture articles 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