

**MAHARASHTRA JUDICIAL ACADEMY & INDIAN MEDIATION CENTRE &  
TRAINING INSTITUTE**

Uttan-Gorai Road, Uttan, Bhayander (W), Dist. Thane, Pin - 401 106.

**TENDER NOTICE**

The Maharashtra Judicial Academy & Indian Medication Centre & Training Institute, Uttan, Uttan-Gorai Road, Bhayander (W), Dist. Thane, PIN – 401 106, (in short the “MJA”) invites from service providers sealed tenders for TG Agreement (Total Guarantee Agreement) for two photocopiers model viz. Canon IR-Adv 4045 installed in the year January 2013 and Canon IR ADV6555i installed in March 2019.

The tenderer should quote Total Guarantee Agreement for per page rate including supply of all consumable, spares and services, except paper and power, for a period of five years for the Canon IR ADV65551 machine and two years for the Canon IR 4045 machine.

**General Terms & Conditions**

1. The Sealed tenders shall be addressed to “The Joint Director, Maharashtra Judicial Academy & Indian Medication Centre & Training Institute, Uttan, Uttan-Gorai Road, Bhayander (W), Dist. Thane, PIN – 401 106” and shall reach us on or before 21/12/2020 upto 12.00 noon. Sealed tenders will be opened on 05/01/2021 at 4.00 p.m. in the presence of all bidders.
2. Sealed Tenders received after due date and time will not be entertained.
3. The Rates are to be submitted in the Prescribed Formats enclosed to this tender Notice (Annexure I). Tender submitted otherwise would not be considered.
4. In the event of the specified date for the submission of tender being declared a holiday for MJA. the tenders will be received up to the appointed time on the next working day.
5. Tender submitted shall remain valid for 30 days from the date of opening for the purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be as per following clause.
6. The tenderer may inspect the Photocopier Machines before submitting his tender, between 10.00 AM to 4.00 PM on any working day (Thursday, 2<sup>nd</sup> & 4<sup>th</sup> Wednesday are holidays for the MJA).
7. The tenderer shall verify any ambiguity and discrepancy related to the work, before submitting the tender in writing.
8. The period of servicing will commence from the date of acceptance of Contract by the MJA.
9. The Total Guarantee Agreement rates mentioned in the contract will be valid for the period as mentioned in Annexure – I.
10. The tenderer should be an Income Tax payer and he should have a minimum experience of 3 years in the filed of Maintenance of Photocopier Machines.
11. GST or any other tax or duties on material and on services in respect of this contract will be payable by the successful tenderer and nothing extra will be paid by MJA for increase in such taxes or duties even if imposed or levied either before or after the tenders are opened.

12. The taxes will be applicable as per the government rules.
13. TDS @ 2% plus Education Cess @ 4% on TDS or as applicable from time to time will be deducted from each amount of bill submitted by the successful tenderer.
14. The tenderer shall quote rates both in figures and words. If any difference is found between the rates quoted by the tenderer in words and in figures, the rates quoted in words shall be taken as correct.
15. Tender which does not fulfill all or any of the conditions or are incomplete in any respect, are liable to be summarily rejected.
16. The MJA reserves the right to accept or reject any tender in full or in part without assigning any reason.
17. The envelope must be superscribed with "Tender for TG Agreement for Photocopier Machines".
18. Canvassing / Recommendation in connection with the tender is prohibited and the tender submitted by the tenderer who resort to canvassing is liable for rejection.
19. The entities blacklisted by any Government Department shall be banned to submit the tender. In case of bidding by any such entities, the penalty shall be imposed by the MJA.
20. The successful bidder will have to furnish the office address and complaint log telephone number, Mobile number and email, within 2 days of allotment of contract.
21. Tender must be submitted for the both the photocopiers. Tender for single photocopier will not be considered.
22. The Total Guarantee (TG) will be comprehensive and includes preventive / maintenance / monthly regular services of the Photocopier Machines and / or replacement of any items / spares parts of good / standards quality for keeping the Photocopier Machines active and free from any defects / disturbance.
23. The Total Guarantee Agreement rate shall include of consumable items i.e. Spares, Toners etc. except Papers and power.
24. Each service will be supervised by an Official of the MJA and the Service Report has to be submitted to the MJA on Monthly basis and Bill has to be submitted on Monthly reading basis for payment. Payment will be done on per page basis.
25. Any complaint shall be attended within 24 hours.
26. In case of failure to attend the breakdown within 48 hours after communication by the Office of the MJA telephonically and / or in writing, the MJA reserves the right to get the work done from other service agencies and recover the cost thereof from payable bills of the successful tenderer.
27. In the event of breakdown or failure in the machine after servicing, the successful tenderer's representative shall pay a visit to the Office of the Academy as and when intimated and shall have to attend it forthwith without any extra charges.
28. During the continuance of Total Guarantee, if any machine becomes obsolete / unserviceable, then the contract for that machine will be terminated in that month itself in which the machine becomes obsolete / unserviceable.

29. During the course of servicing or repairing, the MJA shall not be liable for any damage or loss direct, indirect or consequential to any person or property / procurement of the Servicing Agency, as a result of operation / breakdown or accident of the machines or any other circumstances beyond the control of the MJA.
30. Should any statutory levy or tax of any nature, including Service Tax become applicable to this agreement at any time, it is understood and agreed that such incidents will be borne by the successful tenderer.
31. In case of successful tenderer found in breach of any terms and conditions / agreement at any stage, the MJA has right to terminate the Total Guarantee Agreement without any notice.
32. If performance is not found satisfactory, payment for that month will be forfeited and if unsatisfactory performance is continued then contract is liable to be terminated.
33. The contract may be extended for further period at the same rate of contract, subject to requirement.
34. In case of default by the successful bidder in complying with the job, the contract may be terminated by giving ten days notice and that event, the defaulting party shall be liable to pay the loss caused to the MJA.
35. Payment will be made after satisfactory service and receiving Invoice / Bill as per approved rates as mentioned in the TG Agreement.
36. The successful bidder / tenderer shall have to furnish a bank guarantee of the sum of Rs. 1,00,000/- (Rupees one lakh only) within seven days of the allotment of the contract. It will be refunded, after the contract is successfully completed. In case of breach of contract or discontinuance of the contract by the successful bidder, the bank guarantee shall be encashed by the MJA.
37. The successful bidder / tenderer shall not delegate the work to anybody. Sub contract is strictly prohibited. In case of default the amount of bank guarantee shall be forfeited as penalty.
38. In case of any dispute in the service contract, the decision of the Arbitrator appointed by the MJA shall be final and binding on the successful tenderer and the MJA.

Date: 13 / 12 / 2020  
Place : Uttan, Thane

Sd/-  
Joint Director  
Maharashtra Judicial Academy &  
Indian Medication Centre & Training Institute

**Tenders for TG Agreement**

1. Name of the Bidding Agency : \_\_\_\_\_
2. Contact Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Contact No./Details :  
Landline No. :  
Fax No. :  
Mobile No. :  
E-mail ID. :  
Website (if any) :
4. CST/ST/VAT/GST Service Tax/  
Registration No. :  
(whichever is applicable)
5. PAN of the Income Tax :
6. Experience, If any, Please mention :  
and give details.
7. Details of Photocopiers for TG Agreement rates :

Sr. No	Particulars	Photocopier 1	Photocopier 2
1	Model Number	Canon IR 4045	Canon IR ADV6555I
2	Manufacturer	M/s Cannon India Pvt. Ltd	M/s Cannon India Pvt. Ltd
3	Date of Purchases	31/12/2012	12/03/2019
4	Date of Installation	03/01/2013	13/03/2019
5	Period of TG Agreement	2 Years	5 Years
6	Rate Per Page in Paise (In Figure)		
7	Rate Per Page in Paise (In Words)		

Date:

(Signature & Seal of Bidding Agency)