



I.S.D.O.D.No. : 507
Date : 27/07/2021

To
«COMPANY_NAME»,
«ADDRESS1»
«ADDRESS2»
«ADDRESS3»
«CITY» -«PINCODE»

Sub. : Supply of HP Colour LaserJet Pro MFP M479dw printer's toner cartridge

Dear Sir(s),

Surat Municipal Corporation intends to purchase **HP Colour LaserJet Pro MFP M479dw printer's toner cartridge**. Sealed price quotations are invited so as to reach **The Chief Accountant, Surat Municipal Corporation, Muglisara, Surat 395 003** on or before **August 02, 2021 upto 18.00 Hrs. by R.P.A.D. or Postal Speed Post** only along with the Earnest Money Deposit of **Rs. 1,000/-** by Banker's Cheque or Demand Draft, payable at Surat in favour of Surat Municipal Corporation. Quotation without Earnest Money Deposit will not be considered. The envelope containing duly filled and signed quotation should be properly sealed and super scribed as **"Quotations for HP Colour LaserJet Pro MFP M479dw printer's toner cartridge"**.

The terms and conditions for participation in the quotation shall be as detailed below:

1. Basic Eligibility Criteria

- a) Must be the manufacturer or authorized distributor/ dealer/ channel partner of quoted items. MAF by OEM or Valid Authorization Certificate from OEM as on date of submission of the quotation shall be furnished with the quotation.
2. The successful agency will be required to place **Security Deposit @ 5%** of the consideration of the Contract by Demand Draft or Banker's Cheque Payable at Surat in favor of Surat Municipal Corporation of any scheduled/nationalized bank **within 10 days** from the date of notice of award of contract, failing which a **penalty @ 0.065%** of the amount of security deposit will be imposed for delay of each day. The EMD placed may be considered for conversion towards the security deposit and amount falling short of the required amount shall be payable.
3. No interest shall be paid on Earnest Money Deposit (EMD) and/ or Security Deposit (SD) placed.
4. Prices to be quoted should be inclusive of all Central/State taxes, levies, Transportation, handling charges F.O.R. SMC premises packing, forwarding, transit losses, insurance, loading and unloading and all other breakage, leakage, losses shall be borne by the agency.

Notes

- a) Surat Municipal Corporation does not hold "C" or "D" certificate under the Sale-tax laws.
- b) Surat Municipal Corporation is a "local self-Government" and the procurement of products, materials, goods, articles is going to be solely used, utilized for public amenities and purposes and also for relief to the poor through its various departments including public hospitals, health centers, dispensaries, maternity homes, pathological laboratory, filarial/malaria, chemical and bacteriological laboratories, Medical college and secondary and primary education schools. Hence, benefit of exemption, concession etc., if any, in Central/State taxes, levies etc. shall be passed on to the SMC.

5. TAX LIABILITY

GST (Goods & Service Tax) has come in existence from 1st July 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed / recovered separately by SMC, subject to the submission of Original Receipt / Proof of the amounts actually remitted by the Successful Tenderer / Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor, failing which SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case SMC shall be liable for the same.

The contractor will submit the invoice to the SMC having GSTIN of SMC mentioned therein and taxes shall be shown separately on the face of the invoice so as to claim as ITC by SMC.

6. The offer should be valid for acceptance for a **minimum period of 120 days from the date of opening of the quotations**. If desired by SMC, it will have to be extended for a further period also.
7. The right to reject/accept any/all quotations(s) without assigning any reason thereof is reserved.

8. The SMC may buy full/partial quantity from one/more agency(s) and may split/defer/stagger the order(s)/deliveries. The rates quoted by the agency will be applicable on partial quantity also.

9. Agreement and Undertaking

The Awardees i.e. the selected agency will have to enter into an Agreement and submit an Undertaking with SMC for supply of goods on Rs. 300/- stamp paper (or of appropriate amount) of Government of Gujarat at the agency's own cost within 10 (ten) days period from the date of Notice of Award. No claims for payments will be entertained without completion of this process.

10. Delivery Schedule

The successful agency shall deliver the goods of this quotation within **5 calendar days** from the date of the each Work/Purchase order. A **penalty of 0.2%** of the consideration of contract for a particular item will be charged for delayed supply for delay of each day thereafter.

11. In case, the awardee i.e. the selected agency fails to supply specified quantity and quality of goods in time or the performance of such supply/supplies is/are not found upto the mark or found of an inferior quality vis-à-vis specifications, the security deposit will be forfeited at once.

12. It should be noted that the lowest rate(s)/price(s) will not be the sole criterion for accepting quotation for any of the goods but emphasis will be given to the quality of the products and even the readiness to offer innovative technology thereof.

13. Any offer/quotation not meeting the terms and conditions mentioned hereinabove will be liable for rejection without assigning any reason thereof.

14. The agency shall extend all the benefits to the SMC such as free samples of products, materials, goods, articles including any kind of discount, rebate, commission, incentives normally offered to any other buyer in the form of gift or otherwise as part of the sales promotion scheme(s). If any such sales promotion scheme(s) is /are already launched for the product and is/are in force while the quotation process is on, mention of details of such scheme(s) must be made explicitly in the offer.

15. Quotation once filled in, submitted shall not be allowed to be withdrawn till the validity of the quotation remains in force.

16. The liability as to any damages and/or loss otherwise to any movable or immovable properties, assets during loading, unloading or otherwise during the period of supply, whether knowingly or unknowingly done or occurred shall be made good forthwith to the SMC by the Awardee agency upon a communication made thereof.

17. The contract shall be governed by the Laws in India and shall be subject to the jurisdiction of Surat.

18. Payment shall be made only to the successful agency. Third party billing or payment shall not be allowed.

19. The terms of payment shall be as under :

- 100% in 45 days of Full Supply

20. Any other information can be obtained from Information Systems Department of SMC.

Sd/-

Deputy Commissioner (C)
Surat Municipal Corporation

Quotation Format

#	Description and Specification	Qty.	Make	Unit Rate excl. GST (In number)	GST (%)	Amount incl. GST (In number)	Amount incl. GST (In words)
A	B	C	D	E	F	G=C*(E + (E*(F/100)))	
1	W2040A, HP 416A Black LaserJet Toner Cartridge	3	HP				
2	W2041A, HP 416A Cyan LaserJet Toner Cartridge	3	HP				
3	W2042A, HP 416A Yellow LaserJet Toner Cartridge	3	HP				
4	W2043A, HP 416A Magenta LaserJet Toner Cartridge	3	HP				

Place :

Signature of Authorised Person

Date :

Designation :

Company stamp :

Name :