

| Organisation Details   | Buyer Details  |
|--|--|
| Name: Central PSU<br>Ministry: Ministry of Coal<br>Department: Materials Management<br>Organisation Name: Western Coalfields Ltd<br>Office Zone: Western Coalfields Limited / Nagpur | Name: Alok Kumar<br>Designation: Asst Manager (MM)<br>Contact No.: 0712-2512354-5585<br>Email ID: alokkumar@westerncoal.gov.in<br>GSTIN: 27AAACW1578L1ZW<br>Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India |

**Financial Approval Details**

Concurrence : Yes  
 Designation of Administrative Approval : Director  
 Designation of Financial Approval : GM Finance

**Seller Details**

Company Name: S S ENTERPRISES  
 Contact No.: 09811626300  
 Email ID: sse.ggn65@gmail.com  
 Address: PLOT NO 65,SECTOR -44,SECTOER-44,NEAR HUDA METEROSTATION, Gurgaon, HARYANA-122002, -  
 PAN verified: Yes  
 UEN Social Category: General  
 UEN Gender: Male

**Product Details**

| Item Description   | Category Name             | Model  | Ordered Quantity | Unit   | Price (Incl of all Duties Tax: INR) |
|--|---------------------------|--|------------------|--------|-------------------------------------|
| LEXMARK DRUM 50F0Z00 FOR MS312DN/415DN/510DN/MX310/MX410/MX610 | OEM Cartridge/ Consumable | LEXMARK DRUM 50F0Z00 FOR MS312DN/MS415DN/510DN/610/MX310/MX410/MX610 | 5                | pieces | 20,750                              |
| Total Order Value (in INR)                                     |                           |  |                  |        | 20,750                              |

**Consignee Detail**

| No | Consignee  | Item   | Quantity | Expected Delivery Date |
|----|--|--|----------|------------------------|
|    | Rohit Kumar<br>Asst Manager Systems<br>Landline-0712-2510130-5492<br>rohitkumar481@westerncoal.gov.in<br>1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India | LEXMARK DRUM 50F0Z00 FOR MS312DN/415DN/510DN/MX310/MX410/MX610 | 5        | 31-Jan-2020            |

**Product Specification for LEXMARK DRUM 50F0Z00 FOR MS312DN/415DN/510DN/MX310/MX410/MX610**

| Specification | Sub-Spec                     | Value   |
|---------------|------------------------------|---------|
|               | Brand                        | Lexmark |
|               | Product Class                | OEM     |
|               | Type of Cartridge/Consumable | Drum    |

|  |   |
|--|---|
| Printer Model number/numbers for which Cartridge is suitable   | MS 312DN,MS 415DN,MS 510DN,MS610DN,MX310DN,MX410DE,MX 610DE |
| Yield of the Cartridge as per ISO/IEC:19752/2004(E)for BK & ISO/IEC:19798/2007(E) for colour (Numbers) | 60000   |

## Terms and Conditions

### Special terms and conditions

1 In case of OEM category of cartridges, the Sellers shall ensure that only the genuine OEM cartridges are supplied to the Government Buyers. The following conditions will also be applicable:

1.1 The date of import in case of imported cartridges/ date of manufacture in case of indigenously manufactured cartridges indicated on the package (box) shall be older than nine months while accepting the material. In case it is found to be more than nine months, the cartridges may be rejected by the Buyer/consignee.

1.2 The consignee shall issue Consignee Receipt and Acceptance Certificate (CRAC) Certificate only after verifying the genuineness of the OEM cartridges .

1.3 The package box of the cartridges may be destroyed immediately after loading the same in the machine so that the same are not misused/reused by counterfeiters subject to its genuineness having already been verified at the time of issue of Consignee Receipt and Acceptance Certificate (CRAC).

1.4 Any instance of proven duplicate/compatible/refilled/counterfeit cartridge sold by Sellers on GeM against OEM cartridges will necessarily lead to debarment of Seller from any transaction in future including any other administrative action as required.

2 Guidance Note to the Buyers/Consignees for verification of HP make cartridges :

2.1 The guiding procedure to be followed by the Buyers/Consignees for verification of HP make OEM Cartridges as also available on their website is as under

2.1.1 In case of HP make cartridges, on each cartridge , a security seal has been provided and can be accessed by opening QR Code scanner app or through HP ReSupply app or by using Smartphone's camera to scan the QR Code on the cartridge security seal. After the scan process of the QR code, a validation screen on HP website will be available and serial no. of the cartridges on the QR code can be verified from the HP website. Alternatively the SI. No. of the cartridge on the security seal can be directly verified online from the URL [hp.com/go/ok](http://hp.com/go/ok) of the HP website. The detailed procedure to check the genuineness of Security Seal and packaging, pl visit the Hp website at URL [HP anti-counterfeit | HP@ India](http://HP anti-counterfeit | HP@ India) .

### General Terms and Conditions

1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and Bid/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2 **Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

3 **Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereof shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

4 **Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit the whole or in part, the Performance Security furnished by the Seller.

5 **Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

6 **Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

7 **Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

8 **Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

9 **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer shall be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Seller's Level Agreement (SLA) is applicable the same shall be applicable for the Contract.