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Contract

Contract No:GEMC-511687701805263

Generated Date:24-Sep-2018

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	GEM Unique ID: GEM/2018/alokkumar@coalindia.in Name: Alok Kumar Designation: Asst Manager (MM) Contact No.: 9403310224 Email ID: alokkumar@coalindia.in GSTIN: N Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Financial Approval Detail
IFD Occurrence : Yes Designation of Administrative Approval : GM MM Designation of Financial Approval : GM Finance

Seller Details
GEM Unique ID: GEM/2018/jmenterprises@9820 Company Name: J M ENTERPRISES Contact No.: 9820657693 Email ID: raviravariyadec@gmail.com Address: ROAD NO 2, Mumbai, MAHARASHTRA-400099, -

Product Details						
#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	D115L COMPATIBLE CARTRIDGE	Compatible Cartridge	samsung MLT D115L	19	NOS	21,660
Total Order Value (in INR)						21,660

Consignee Detail					
S.No	Consignee	Item	Quantity	Expected Delivery Date	
1	Pramod Gajanan Choudhary Sr. Manager System 8600889089 pgchoudhary@coalindia.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India	D115L COMPATIBLE CARTRIDGE	19	09-Oct-2018	

Product Specification for D115L COMPATIBLE CARTRIDGE		
Specification	Sub-Spec	Value
Specification	Product Class	Compatible (Factory New) cartridge
	Type of Cartridge	Toner
	Make of Compatible cartridge	J M CARTRIDGES
	Model of Compatible cartridge	115L
	Corresponding Part number/ code of Compatible cartridge	mlt-d115l
	OEM Brand for which Compatible cartridge is suitable	Samsung
	OEM Ink/Toner/Drum Cartridge Model Number for which compatible cartridge is suitable	115l
	Printer Model number/numbers for which Compatible cartridge is suitable	Samsung Xpress SL-M2830DW SL-M2880FW SL-M2670 SL-M2620 SL-2620ND SL-2820DW SL-2820ND M2670FN M2670N M2870FD M2870FW

Terms and Conditions

1. General terms and conditions

1.1 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above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 **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.

1.3 **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 thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 **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 either in whole or in part, the Performance Security furnished by the Seller.

1.5 **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.

1.6 **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 to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

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

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

1.9 **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 will 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, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.