

**Contract**

Contract No: GEMC-511687753768114

S.O. NO. 21000832419107 dt. 19/9/19

Generated Date: 19-Sep-2019

**Organisation Details**

Type: Central PSU  
 Ministry: Ministry of Coal  
 Department: Materials Management  
 Organisation Name: Western Coalfields Ltd  
 Office Zone: Western Coalfields Limited / Nagpur

**Buyer Details**

Name: Alok Kumar  
 Designation: Asst Manager (MM)  
 Contact No.: 0712-2512354-5585  
 Email ID: alokkumar@westerncoal.gov.in  
 GSTIN: 27AAACW1578L1ZW  
 Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

**Financial Approval Detail**

IFD Occurrence : No  
 Designation of Administrative Approval : CM MM  
 Designation of Financial Approval : GM Finance

**Seller Details**

Company Name: R.M.ENTERPRISES  
 Contact No.: 8655521296  
 Email ID: rmenterprises799@gmail.com  
 Address: Shop No 1, Prime Rose Chamber, Jijibhai Dadabhai Lane, Fort, Mumbai, MAHARASHTRA-400001, -

**Product Details**

#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Samsung MLT-D116L Black Toner Cartridge	OEM Cartridge/ Consumable	Samsung MLT-D116L Black Toner Cartridge	2	pieces	8,377.62
Total Order Value (in INR)						8,377.62

**Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Sanjay Kumar Sr Manager Landline-- sanjaykumar292@westerncoal.gov.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	Samsung MLT-D116L Black Toner Cartridge	2	04-Oct-2019

**Product Specification for Samsung MLT-D116L Black Toner Cartridge**

Specification	Sub-Spec	Value
Specification	Brand	Samsung
	Product Class	OEM
	Type of Cartridge/Consumable	Toner
	Colour of Cartridges/Consumables	Black
	Ink/Toner/Drum Model number	Samsung MLT-D116L High Yield Black Toner Cartridge
	Corresponding Part number/ code	MLT-D116L/XIP
	Printer Model number/numbers for which Cartridge is suitable	SL-M2626,SL-M2826ND,SL-M2876ND,SL-M2876FD
	Yield of the Cartridge as per ISO/IEC:19752/2004(E)for BK & ISO/IEC:19798/2007(E) for colour (Numbers)	3000

# Terms and Conditions

## 1. Special terms and conditions

1.1 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 terms and conditions will also be applicable:

1.1.1 The date of import in case of imported cartridges/ date of manufacture in case of indigenously manufactured cartridges indicated on the package (box) shall not 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.

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

1.1.3 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).

1.1.4 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.

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

1.2.1 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 :

1.2.1.1 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 SureSupply 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 from 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 the packaging, pl visit the Hp website at URL [HP anti-counterfeit | HP@ India](http://HP anti-counterfeit | HP@ India) .

## 2. General terms and conditions

2.1 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

2.2 **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.

2.3 **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.

2.4 **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.

2.5 **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.

2.6 **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).

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

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

2.9 **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.

2.10 **Financial Certificate:**

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

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

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

2.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.