

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	Name: Sonu Gupta Designation:deputy manager MM Contact No.: - Email ID: sonu.gupta@nic.in GSTIN: 20AAACB7934MFZB MM Department, level 3, Commercial Building, Koyla Bhawan, Address: Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: GM MM Designation of Financial Approval: Hod pay	Name: BIKRAM GHOSH Designation:HOD Purchase Finance Email ID: hodpurfin.bccl@nic.in GSTIN: N MM Department, level 3, Commercial Building, Koyla Bhawan, Address: Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Seller Details	
Company Name: LANDMARK INFONET PRIVATE LIMITED Contact No.: 09811626300 Email ID: jaic.bhadana@gmail.com Address: NEAR M3M SECTOR 67, LANDMARK CYBERPARK, NEAR M3M, BADSHAHPUR, Gurugram, HARYANA-122018, - MSME verified: Yes GSTIN: 06AAACL8804E1ZR	

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Lexmark Black CRTG High Return, B2236, MB2236 Class OEM	OEM Cartridge/ Consumable	LEXMARK B223H00 BLACK TONER FOR MB2236ADW , B2236DW	HSN not specified by seller	120	pieces	702,000
Total Order Value (in INR)							702,000

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Name: Rohit Kumar Designation: - Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	Lexmark Black CRTG High Return, B2236, MB2236 Class OEM	-	120	03-Nov-2020	18-Nov-2020	

Specification	Sub-Spec	Value
Specification	Brand	Lexmark
	Product Class	OEM
	Type of Cartridge/Consumable	Toner
	Colour of Cartridges/Consumables	Black
	Ink/Toner/Drum Model number	Black CRTG High Return, B2236, MB2236
	Corresponding Part number/ code	B223H00
	Printer Model number/numbers for which Cartridge is suitable	Lexmark B2236dw/MB 2236ADW
	Yield of the Cartridge as per ISO/IEC:19752/2004(E)for BK & ISO/IEC:19798/2007(E) for colour (Numbers)	3000

Corrigendum

1. **Extended Upto** : 2020-10-01 12:00:00
2. **Extended Upto** : 2020-10-08 12:00:00

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 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 .

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.

3. Additional Terms and conditions

3.1 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

3.2 Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3.3 While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3.4 Scope of supply (Bid price to include all cost components) : Only supply of Goods

3.5 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

3.6 Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3.7 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.8 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

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