

Contract

Contract No: GEMC-511687792375083

Generated Date:09-May-2019

Bid/RA No:GEM/2019/B/212896

Organisation Details	Buyer Details
Type: Central Autonomous	Name: Kamal Singh
Ministry: Ministry of Human Resource Development	Designation: Section Officer
Department: Department of School Education and Literacy	Contact No.: -
Organisation Name: National Institute of Open Schooling (NIOS)	Email ID: buyer4.nios.noida@gembuyer.in
Office Zone: Noida	GSTIN: 09AAATN4906C1ZT
	Address: A 24/25 INSTITUTIONAL AREA SECTOR 62 NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201309, India

Financial Approval Detail
IFD Occurrence : No
Designation of Administrative Approval : chairman
Designation of Financial Approval : chairman

Seller Details
Company Name: CHIMANLAL FEIN PAPER PRIVATE LIMITED
Email ID: hasitshah36@gmail.com
Address: 293, Dr.D.N. ROAD, Mumbai, MAHARASHTRA-400001, -

Product Details						
#	Item Description	Category Name	Model	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	ART CARD 220 GSM LENGTH 940 MM X WIDTH 610 MM	art or craft paper	ITC SAFIRE GRAPHIK C2S ART CARD	200,000	-	15,320,000
Total Order Value (in INR)						15,320,000

Consignee Detail				
S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Shoaib Raza Khan - Landline-120-4089824- con4.nios.delhi@gembuyer.in A 24/25 INSTITUTIONAL AREA SECTOR 62 NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201309, India	ART CARD 220 GSM LENGTH 940 MM X WIDTH 610 MM	200,000	08-Jun-2019

Product Specification for ART CARD 220 GSM LENGTH 940 MM X WIDTH 610 MM		
Specification	Sub-Spec	Value
Certification	Conformity to Indian Standard IS 4658 : Latest	Yes
	ISI Marked	No
	CM/L Number and Date	NA
Test Report Details	Avaliability of Test report from Govt./ NABL / ILAC Laboratory to prove conforming to specification.	Yes
	Test report Number and Date	WRL19028915 28-02-19
	Name and Address of the testing Laboratory	RITES LTD, MUMBAI
Size and Grammage of Paper	Size of Art paper	NA
	Grammage in g/m2	220

Type and Coating	Type of Coated Art paper / Board	Art Card
	Coating on sheet	On both side
Dimension of Paper	Length of paper sheet in mm	940
	Width of paper sheet in mm	610
Physical Characteristics	Cobb Value (One Minute) Coated side Max (g/m ²)	25
	Stiffness Factor (Min)	175
	Brightness (On coated side) Min (%)	80
	Surface pH	6.34
	Burst Index (Min) in KPa m ² /g	0.8
	Wax Pick number pick on 5A	No pick on 5A
	Gloss (Min)art board in %	45
	Smoothness (Bendsten) Both sides Max (ml/min)	75
	Bulk Min (cc/g)	1
Weight	Net Weight of paper/board (kg) sheets/Reels as per relevant clause of IS:4658	YES
Packing and Finishing	Packing of paper	In sheets
	Finsh of Paper	Paper should be evenly finish, dimensional stable and free from loosely bound fibers abd blistrs.

Terms and Conditions

1. Special terms and conditions

1.1 Subject to provisions of Public Procurement (preference to 'Make in India'),order 2017 notified vide Department of Industrial Policy and Promotion ,Ministry of Commerce and Industry order dated 31st July,2018, the following types of Paper, Paper Board and Newsprint where sufficient domestic manufacturing capacity and local competition is available, minimum local content is specified as below:

i) Type of Paper - Art Paper

Relevant BIS Standard - IS 4658:1998

Minimum Local Content (%) - 70

ii) Type of Paper - Art card

Relevant BIS Standard - IS 4658:1998

Minimum Local Content (%) - 70

1.2 The minimum local content shall be reckoned with reference to ex-factory price (pre-GST) on which the manufacturer has paid GST.

1.3 The Public Procurement of paper for office supplies and printing of textbooks should be certified to be manufactured in India by paper mill that does not import more than 25% of its total raw material consumed.

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 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3.2 Procurement under this bid is reserved for purchase from : Local Supplier as defined in Public Procurement Preference to Make in India Order 2017 and its subsequent Orders Notifications issued by concerned Nodal Ministry for specific Goods/ Products.

3.3 Purchase preference will be given to MSME and Startup (Local supplier) : (if L-1 is not from selected category and 4 / 5 Seller (s) from selected category has/have quoted price within L-1 + Local Supplier as defined in Public Procurement (Preference to Make in India - 20%) Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products % of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and award contract for percentage of total value as defined/ decided in relevant policy) Local Supplier as defined in Public Procurement (Preference to Make in India - 20%) Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products

3.4 Inspection charges shall be borne by the supplier and it shall not be reimbursed by indenter to them at any point in time. Cost of inspection shall be factored in by the supplier in the cost of the product itself while submitting bid. The [inspection agency](#) will conduct the inspection and submit the certificate to the supplier as well as the buyers and consignees. The bidder will be solely responsible for pre-inspected material for Quality Assurance including pre-despatch inspection/ testing at manufacturers site by NABCB RITES Ltd.,IIP,CPPRI

3.5

Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable

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