



राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्
NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING
श्री अरबिंदो मार्ग, नयी दिल्ली-110016

ई-निविदा सूचना F16/01/2023/Pub(PW)

एन.सी.ई.आर.टी., दो निविदा (बिड) प्रणाली (अर्थात अलग-अलग तकनीकी निविदा एवं वित्तीय निविदा) के माध्यम से ऑफ़सेट प्रिंटर्स के पैनल बनाने और दरों के निर्धारण हेतु पूरे भारत से योग्य फर्मों/प्रिंटर्स से 24 महीनों की अवधि के लिए एन.सी.ई.आर.टी., श्री अरबिंदो मार्ग, नयी दिल्ली-110016 पर ई-निविदाएँ आमंत्रित करती है।

इस संबंध में आवश्यक पात्रता मापदंड और विस्तृत नियम एवं शर्तें Central Public Procurement (CPP) के पोर्टल <http://eprocure.gov.in/eprocure/app> पर उपलब्ध हैं। आवेदन प्रपत्र और अन्य दस्तावेज एन.सी.ई.आर.टी. की वेबसाइट www.ncert.nic.in से डाउनलोड किए जा सकते हैं। (घोषणाएँ/निविदा के लिए लिंक देखें)

हर तरह से पूर्ण ऑनलाइन निविदाओं को दिनांक 03.10.2023 को दोपहर 12 बजे तक या इससे पहले CPP के पोर्टल <https://eprocure.gov.in/eprocure/app> पर अपलोड कर दिया जाना चाहिए।

ध्यान दें कि कोई भी ऑफ़लाइन निविदा स्वीकार्य नहीं की जाएगी।



अध्यक्ष
स्थायी निविदा समिति



राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्
NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING
Sri Aurobindo Marg, New Delhi - 110 016

E-TENDER NOTICE F16/01/2023/Pub(PW)

NCERT invites e-tenders for Empanelment of Offset Printers and formulation of Schedule of Rates through two bid system i.e. Technical and Financial, separately, from the eligible firms/printers in India at NCERT, Sri Aurobindo Marg, New Delhi - 110 016 for a period of 24 months.

The eligibility criteria and detailed terms and conditions are available in Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The application and document can be downloaded from the NCERT website www.ncert.nic.in (see the links Announcement/Tender).

The online bid complete in all aspects should be uploaded on CPP Portal <https://eprocure.gov.in/eprocure/app> on or before 03.10.2023 by 12.00 noon.

Note that no offline bid will be accepted.



Chairperson
Standing Tender Committee

E-TENDER NOTICE

e-Tender Reference No: F. 16-01/2023 Pub(PW)

Dated: 31/08/2023

The National Council of Educational Research and Training (NCERT), New Delhi invites Online bids (Technical & Financial) from well established, competent, medium and large size printing presses with experience of printing books for empanelment on its panel of offset printers. The applicant printers are expected to quote their item-wise rates for all items of printing and other related operations.

Details	Empanelment of Offset Printers and Formulation of Schedule of Rates for Offset Printing and Allied Services - 2023
Processing Fee	Rs. 20,000/- (Rs. Twenty thousand only))
Application Fee	Rs. 2000/-
Tender Type	Open
Type of Bidding	Two Bid Process
Tender Category	Goods and Related Services
Date of e-Publishing	31/08/2023 (17:00 Hrs.)
Date and time of Pre Bid Meeting:	11/09/2023 (14:30 Hrs.)
Last Date and time for uploading of Bids and other documents	03/10/2023 (12:00 Hrs.)
Date and time of opening Technical Bids	04/10/2023 (15:00 Hrs.)
Date and time of opening Financial Bids	Will be separately notified to Technically shortlisted/qualified bidders
Prequalification	Part A) Qualification Criteria

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

Manual/offline bids will not be accepted.

Bidders should regularly visit the websites <http://eprocure.gov.in/eprocure/app> or ncert.nic.in to keep themselves updated.

INSTRUCTION FOR UPLOADING OF BID ONLINE

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory. To view the detailed list of License CA vendors recognized by CA India [click here](#)
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

- (i) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission date & time.
- (ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the tender document. The details of the DD/BC/Pay Order/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/Pay Order/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders should note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all Chapters and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Price schedule, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Price schedule file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and Processing fee shall be forfeited. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**
- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

Interested eligible bidders may obtain further information in respect of the Bidding Documents from Head, Publication Division, Ambedkar Khand, NCERT, Sri Aurobindo Marg, New Delhi - 110016

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. Number 0120-4001 002, 0120-4001 005, 0120-6277 787.

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING

Sri Aurobindo Marg, New Delhi 110 016

E-Tender Notice

e-Tender Reference No: F. 16-01/2023 Pub(PW)

Online bids (Technical & Financial) are invited *from well established, competent, medium and large size printing presses with experience of printing of books for empanelment on its panel of offset printers and Formulation of Schedule of Rates for Offset Printing and Allied Services - 2023.* The online bids complete in all respects should be uploaded on or before 03/10/2023 by 12:00 Hrs. Rs. 2000/- toward Application Fee and Rs. 20,000/- towards processing fee total amounting to Rs.22,000/- are to be paid online to Publication Division and details of online transaction should also be uploaded along with the bid.

The tender document along with other details may be downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>

Sd/-
Chairman
Standing Tender Committee

File No F16-01/2023/ PUB (PW)

Last date for submitting the
Bid and Application form is 03.10.2023 (12.00 Hrs.)

Tender Fee: **Rs.2000.00**



**राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्
NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING**

Sri Aurobindo Marg, New Delhi 110016

**Application for Empanelment of Offset Printers and Bidding Document for
Formulation of Schedule of Rates for Offset Printing and Allied Services – 2023**

*Details of online payment made to Publication Division towards Processing fee, Application fee and all required documents as per the Annexure 1 must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.
No documents in offline/physical mode will be accepted.*

CONTENTS

CHAPTER I :	GUIDELINES TO APPLICANTS FOR EMPANELMENT AND INVITING BIDS TO FORMULATE SCHEDULE OF RATES FOR OFFSET PRINTING AND ALLIED SERVICES
CHAPTER II:	PART A: QUALIFICATION CRITERIA PART B: INSTRUCTIONS TO THE BIDDERS PART C; SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS
CHAPTER III:	APPLICATION FORM FOR EMPANELMENT OF OFFSET PRINTERS
CHAPTER IV :	PART A: BID SUBMISSION LETTER PART B: COPY OF EXISTING SCHEDULE OF RATES
CHAPTER V :	CONDITIONS OF CONTRACT
CHAPTER VI :	CONTRACT AGREEMENT
ANNEXURE:	I TO VI

Chapter I

GUIDELINES TO APPLICANTS FOR EMPANELMENT AND INVITINGBIDS TO FORMULATE SCHEDULE OF RATES

1. The National Council of Educational Research and Training (NCERT), New Delhi is an autonomous organization under the Ministry of Education, Government of India and is engaged in development of various educational materials including textbooks for Class I to XII in Hindi, English and Urdu languages. These textbooks are distributed through Vendors empaneled by NCERT, throughout the country.
2. These textbooks are printed in single, two and four colours in various sizes. The print order of these books runs from 100 copies to 10,00,000 copies. The detailed Requirements and Specifications of the NCERT's print jobs are enumerated in Chapter II (Part C) of the document. Since, this work is a time bound programme, the printing is done through a large number of printers situated in Delhi, NCR and various other parts of the country. The printers are expected to complete the jobs of printing of books and miscellaneous jobs with good quality within the given time schedule, strictly.
3. The NCERT invites online applications and bids from well established, competent, medium and large size reputed printing presses with experience of printing textbooks for empanelment on its panel of offset printers. The applicant printers are also invited to quote their item-wise rates for all items of printing and other related operations.
4. The application forms received from the printers will be scrutinized with reference to the qualification criteria mentioned in the Chapter II (Part A) of this document. So, before applying for empanelment, please ensure that you fulfill the prescribed minimum qualification criteria. The application of only those printers will be considered who fulfil the prescribed minimum qualification criteria.
5. A complete set of Application form and Bidding Documents may be downloaded by interested eligible Bidders from the NCERT website www.ncert.nic.in or Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app> from **31st August, 2023**. Rs. 2000/- toward Application Fee and Rs. 20,000/-towards processing fee total amounting to Rs.22,000/- are to be paid online to Publication Division and copy carrying details of online transaction should also be uploaded along with the bid, in absence of which the application will not be considered.
6. Interested eligible bidders may obtain further information in respect of the Application Form & Bidding Documents from Head, Publication Division, Ambedkar Khand, NCERT, Sri Aurobindo Marg, New Delhi – 110016.
7. A Pre-bid meeting will be held on **11th, September, 2023 at 14.30 hours** in the Conference Hall, Publication Division, NCERT in order to provide the bidders an opportunity to seek clarifications on all aspects of the Application Form & Bidding Documents.
8. All applicants have to pay online Rs. 22,000/- (Rupees Twenty two thousand only) non-refundable to Publication Division i.e. Rs. 2,000/- towards application fee and Rs. 20,000/- towards processing fee failing which their applications will not be processed. Bank details for online payment are as follows:
Publication Division
State Bank of India
Account No. 10137881342
IFSC Code: SBIN0001690
NCERT, NIE Campus, Sri Aurobindo Marg, New Delhi 110016
9. The last date for uploading of the Bid is **3rd October, 2023** till 12.00 Hrs. The Bid will be opened on 04.10.2023 at 03.00 p.m..

10. All interested eligible bidders are requested to submit their application and bids online on Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>, as per the criteria given in this document

Both Technical and Financial Bid should be uploaded online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

11. No document in offline/physical mode will be accepted.
12. Applications and Bids of printers found incomplete **in any manner will not be considered.**
13. This shall be named as Application for empanelment of printers and bid for formulation of schedule of rates for offset printing and allied services-2023. Applicant printers are supposed to submit the bid in two parts as per clause 06.02 Chapter II (Part B).
14. The Applications received from printers will be scrutinised by a Committee appointed by NCERT with reference to the qualification criteria. On the basis of evaluation, a tentative list of those printers will be prepared who fulfil the requirement. A team of technical officers will inspect the establishment of these printers and verify the details provided by the applicant in respect of machinery, equipment, space and other relevant documents. The team will also verify the originals of the documents submitted on line. Thereafter a list of printers shall be finalised who qualify in the technical bid. A list of qualified printers shall be finally examined by the Committee.
15. The financial bids of those printers shall be opened and considered who qualify in the technical bid. The financial bids will be opened at the appointed time and date in the presence of the printers or their authorized representatives who may wish to attend. The printers who qualify in the technical bids shall be informed through e mail of the date and time of opening of financial bids.
16. The Committee will prepare a comparative chart of the rates of printing and related work offered by the printers. The Committee will examine and formulate the rates for various items based on the item wise lowest rates obtained in the bidding process. In the financial bid, if any bidder quotes unrealistic and unjustified rates, the Committee will reject that bid and debar the bidder. The Committee will finalise the justified and realistic rates keeping in view that the reasonable number of printers are supposed to work for the NCERT who could take the workload of printing jobs and bring out NCERT publications within the given deadline with good quality.
17. The formulated schedule of rates will be offered to the printers whose bids were opened, found complete and substantially responsive. The Printer's accepting the offer and rates unconditionally will convey its acceptance through a letter, which shall be in the format given at Annexure – II along with the following documents:
- Security Money of Rs. 2,00,000/- to be paid online to Publication Division, NCERT. Copy with details of online payment made should be enclosed.
 - Two copies of the contract agreement (Chapter VI) on non-judicial stamp paper of Rs. 100/- duly signed, stamped and witnessed.
 - Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-III) Integrity Agreement duly attested by the Notary.
 - Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-IV) declaring the printing and binding machines owned by the printing press duly attested by the Notary.
 - Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-VI)

The security money will remain with the NCERT till the printer remains enlisted on the panel of printers. No interest shall be payable on security money. NCERT will not consider any conditional acceptance of its offer. On receipt of the contract agreement and Security Money, the authorized officer of NCERT will sign both the copies of the contract agreement. A copy of the agreement will be given to the printer. The printers who submit the security money and sign the contract agreement will be placed on the panel of offset printers.

18. **The Successful Bidder has to ensure and comply with non-piracy of NCERT textbooks. Any deviation of this count, directly or indirectly, shall be viewed seriously which may include confiscation of entire printed material, financial penalties, legal consequences and may also lead to blacklisting of the bidder.**
19. Panel of Printers and Schedule of Rates will be valid initially for a period of two years. The NCERT will have the right to extend the panel of printers and schedule of rates up to 1 (one) years on the same rates and terms and conditions.
20. The NCERT reserves the right to cancel the panel of Printers at any point of time without pointing any reason.
21. The NCERT reserves the right to give work order or not to give the work order to all or any of the empanelled Printer/s.

Yours faithfully

Head, Publication Division

CHAPTER II(PART A)
QUALIFICATION CRITERIA

(Please note that one firm/printing press can submit only one application form)

Qualification Criteria for Empanelment on the panel of NCERT Offset Printers

- 1.01 The NCERT is desirous to empanel Offset printers.
- 1.02 The cut off year for the age of printing machine is **2000**. Printing machines with year of manufacture prior to **2000** should not be included in the list of printing machines. Printers having machines with latest technology will be preferred.
- 1.03 The applicant printer must be in existence for the last 5 (Five) years out of which printer must have at least 3 (three) years experience in book production and it should be supported with documents.
- 1.04 The applicant printer must be registered with local/municipal body or should have a License/Registration to run the press (of all the premises where the platemaking, printing and binding machineries etc. are installed) issued by concerned local Govt. body. In case the binding unit of the printing press is located at different premises other than the press premises the applicant printer should have the factory license/Registration of those premises.
- 1.05 Declaration before the Police Commissioner/Magistrate for running /having a press
- 1.06 The Applicant printer should have PAN number issued by Income Tax Department in the name of the company/firm and GST Registration. (in case of proprietorship firm PAN Card of proprietor will be sufficient). Copy of the audited financial statements for three years **i.e. Financial Year 2019-20, 2020-21, & 2021-22** should be uploaded with the bid document.
- 1.07 The applicant must have a minimum average turnover of at least Rupees one crore in the last three years 2019-20, 2020-21, and 2021-22 as per their Audited Financial Statements or CA Certificate and duly supported by GST Returns.
- 1.07 The applicant printer should have ownership documents in support of all equipment, printing and binding machines.
- 1.08 The bidder shall ensure payment of Provident Fund, ESI and other social security provisions to its workers as per the existing Labour Laws / Codes and submit the registration number in this regard.
- 1.09 An affidavit on non-judicial stamp paper of Rs.100/- stating the following (Annexure VI):
 - Bidder financial standing: That the bidder is not under liquidation, court receivership or similar proceedings and not bankrupt;
 - No case is pending against the firm with regard to criminal case under IPC/CrPC and Copyright Law.
 - No litigation under GST Act / Income Tax Act / Companies Act and Copyright Act or any other Law which has criminal consequences is pending
 - The bidder has never been blacklisted by any Government/Semi Govt./Govt. Undertaking or by any Autonomous Organization set up by the State / Union Governments.
 - All the information provided by the bidders are correct to the best of their knowledge and belief and nothing has been concealed therefrom.

- If any case is registered against the bidder during the Contract period, it should be immediately informed in writing to the NCERT.
 - Bid shall remain valid for a period of 180 (One hundred and Eighty) days reckoned from the last date of submission of Bid.
 - Printer will not refuse any assigned job irrespective of number of colours, pages and size.
- 1.10 Copies of the Purchase documents of all the equipment and machineries confirming make and Year of Manufacture of the machines and equipment are to be attached. An affidavit given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the enclosed format (Annexure IV) duly attested by the Notary should be uploaded along with the bid. The concerned bidder should possess the above printing equipment and at the time of inspection, if the facts mentioned in the affidavit are found to be incorrect, the bidder will be disqualified.
- 1.11 The bidder needs to have its own printing press at the disclosed premises with all the required facilities. Subletting of the printing job is not permitted under any circumstances. The Printing Press should have its display board outside the press premises confirming legality of the printing press and its name. The printing press must have the following equipment and machinery:

Minimum criteria for empanelment is as under:

1. Plate Making:

Printers must have Full-fledged Platemaking Unit with pasting table and Printing Down Frame. **Computer to Plate System (CTP or CTCP)** at their premises is desirable.

2. Printing Machines:

The Applicant Printer must have 3 (three) offset printing machine of the following specifications

- (a) 1 (One) Machine- 4 (four) colours CPC Sheet Fed Offset Printing machine not less than 23"×36" size make 2000 and later years.
- (b) 1 (One) Machine - 2 (two) colours or more colours Sheet Fed Offset Printing machine of not less than 23"×36" size make 2000 and later years.
- (c) 1 (One) Machine - single colour or multi colour machine of not less than size 23"×36" Or 1 (One) Normal Web offset machine or Heat-set web offset machine of 2 (two) colours or more colours of size 20" or 22.75" cut size make 2000 and later years.

3. Binding Machinery and Equipment:

- (a) 1 (one) automatic Folding machines of not less than 30" size capable of performing 3 (three) folds or 2 (two) semi-automatic Folding machines of not less than 30" size each capable of performing 3 (three) folds.
- (b) 2 (two) wire stitching machines out of which one machine should be capable of stitching spine of 1¼ ".
- (c) 2 (two) Perfect Binding machines, one machine of not less than 3 (three) clamps and 1 (one) machines of 1 (one) clamp or more.
- (d) 2 cutting machines out of which one machine should be programmed cutting machine of not less than 36" size or one 3 knife trimmer.
- (e) Press should have one strip packing machine.

- 4. Storage Space:** The press should have sufficient (**200** sq. meter minimum) space under the same roof for the safe storage of paper and printed forms and books within the press premises.

5. Generator of at least 50 KVA is desirable.

CHAPTER II (PART B)
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

01. Scope of Bid

- 01.01 National Council of Educational Research and Training, Sri Aurobindo Marg, New Delhi 110016, hereinafter referred to as NCERT, issues “Application for Empanelment of Printers and Bidding Documents for the Formulation of Schedule of Rates for Offset Printing and Allied Services – 2023” as specified in **Schedule of Requirements and Specifications, Chapter II (PART C)**.
- 01.02 Throughout these Documents:
- (a) The term “in writing” means communicated in written form by email.
 - (b) If the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means a calendar day.

B. APPLICATION AND BIDDING DOCUMENTS

02. Chapters of the Documents

- 02.01 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Chapters indicated below, and should be read in conjunction with any addendum issued in accordance with Clause 04.

Part 1: Bidding Procedures

- 1 Chapter I Guidelines to Applicants for Empanelment and Inviting Bids to Formulate the Schedule of Rates for Printing- 2023.
- 2 Chapter II Part A: Qualification Criteria
Part B : Instructions to Bidders
Part C : Schedule of Requirement and Specifications

Part 2: Application

- Chapter III Application form for Empanelment of Offset Printers

Part 3: Bid Submission

- Chapter IV Part A: Bid Submission Letter.
Part B: Scanned copy of existing schedule of Rates for Offset Printing and Allied Services.

Part 4: Contract

- Chapter V Conditions of Contract
- Chapter VI Contract Agreement
- Annexure I to VI

- 02.02 NCERT is not responsible for the completeness of the Bidding Documents and their addendum, if they were not downloaded directly from NCERT website or from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>.
- 02.03 The Bidder is expected to study all the instructions, forms, terms, and specifications in the Application Form and Bidding Document. Failure to furnish all information or documentation required with the Application Form and Bidding Documents may result in the rejection of the Bid.

03. Pre-Bidding meeting

03.01 The Bidder requiring any clarification about the Application and Bidding Documents may notify its request to the NCERT by email at the address ncertproductionwing@gmail.com. All requests for clarification received by NCERT, will be clarified in the pre-Bidmeeting as per schedule.

04. Amendment of Application and Bidding Documents

04.01 At any time prior to the deadline for submission of application and Bid, NCERT may amend the Application and Bidding Documents **like extension of Date/Time of submission of bid, etc.** by issuing an addendum or corrigendum.

04.02 The amendment will be available in the website of the NCERT and as well as CPP Portal and can be downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>. The amendment will be binding on all the Bidders.

04.03 NCERT may, at its discretion, extend the deadline for the submission of Applications and Bids to facilitate the Bidders to take into cognizance of the amendment and upload their Bids,.

C. PREPARATION OF APPLICATION AND BID

05. Language of Application and Bid

05.01 The Application and Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the NCERT, shall be written in English or Hindi language, provided that any printed literature furnished by the Bidder may be in another language so long as it is accompanied by an certified accurate translation in English/Hindi of its pertinent passages.

06. Documents Comprising the Application and Bid

06.01 The following documents, are not required to submit with the Bid, and will be deemed to be part of the Bid.

Chapter I	Guidelines to Applicants for Empanelment and Inviting Bids to Formulate the Schedule of Rates for Printing.
Chapter II	Part A: Qualification Criteria Part B : Instructions to Bidders Part C : Schedule of Requirement and Specifications
Chapter VI	Contract Agreement

06.02 **Documents to be uploaded online on <http://eprocure.gov.in/eprocure/app>**

Technical Bid

- i. **Scanned copy of Application for Empanelment (Chapter III)** duly filled and signed by the authorized Signatory and stamped on each page along with the supporting documents.
- ii. **Scanned copy of Bid Submission Letter (Chapter IV Part A)** duly filled and signed by the authorized Signatory and stamped on each page.
- iii. **Scanned copy of Conditions of Contract (Chapter V)** duly signed by Authorized Signatory and Stamped on each page.
- iv. Scanned copy of PAN, GST, Press registration certificate and copy of the audited financial statements for the three years **i.e. Financial Year 2019-20, 2020-21, & 2021-22** duly signed by authorized Signatory and stamped on each page. Copy of details of online payment of Rs. 22,000/- made to Publication Division. i.e. Rs. 20,000 towards processing fees and Rs. 2,000 towards the cost of application form and **other documents mentioned in the Checklist of Documents (Annexure –I)**

- v. Scanned Copy of the Checklist of Documents (Annexure - I) duly filled, signed and stamped.

Price Bid in BoQ_XXXX.xls

A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is accepted. Bidders are required to download the BoQ file “V3_BOQ_PtgRates_2023” and enter their financial quotes and other details (such as name of the bidder) in all the 4 sheets

BoQ1: Bid for Schedule of Rates for Offset Printing and Allied Services -2023 (Platemaking)

BoQ2: Bid for Schedule of Rates for Offset Printing and Allied Services -2023 (Printing)

BoQ3: Bid for Schedule of Rates for Offset Printing and Allied Services -2023 (Binding and Lamination)

BoQ4: Bid for Schedule of Rates for Offset Printing and Allied Services -2023 (Packing and forwarding)

No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the Bid Id and the date & time of submission of the bid with all other relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

06.04 Any application and bid from the printer not secured in accordance with clause 06.02 will be summarily rejected by the NCERT as non-responsive, pursuant to Clause 17.

06.05 Written confirmation authorizing the signatory of the Applicant and Bid to commit the Bidder.

07. Application and Bid Submission Letter

07.01 The Bidder shall complete and submit the Application and Bid Submission Letter by using the forms furnished in **Chapters III and IV (Part A)**. These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

08. Bid Prices

08.01 The Bidder shall indicate the Price of each operation of printing and for other items as asked for in the **Form of Bid** in BoQ format;

08.02 Bidders have to quote for the rates for all the items. Any cell left blank or filled less than the existing rates in BoQ file will be treated as non-responsive bid and will be rejected.

08.03 Only Printers having Web Offset Machines and Heat set machines should give the rebate in the columns specified. Minimum Rebate percentage for Web Offset printing & Binding is 20% and Heat set printing & binding is 10%.

08.04 Prices indicated on the **Form of Bid** shall be entered separately taking into account Clauses 08.05&08.06 and any other charges (e.g., Insurance), and the Total Unit Price. The BoQ_XXXX.xls file shall be saved in the same name and uploaded.

08.05 Bid Prices will not be adjusted for any conditional or unconditional discount offered by the Bidder.

08.06 A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

09. Bid Currencies

09.01 Prices shall be quoted only in Indian Rupees and Paisa as the case may be.

10. Period of Validity of Application and Bid

10.01 Application and Bid shall remain valid for a period of 180 (One hundred and eighty) days reckoned from the last date of submission of Bid. Any Bid valid for a shorter period than the period specified shall be rejected by the NCERT as non-responsive.

10.02 In exceptional circumstances, the NCERT may solicit the Bidder's consent to an extension of the period of Bid validity for a period not exceeding 60 (Sixty) days. The request and the responses thereto shall be made in writing or by e mail. Bidder may refuse the request. Bidder accepting the request for extension of Bid validity will not be required nor permitted to modify his/her Bid.

10.03 NCERT will refund the processing fee if it seeks Bid validity period in excess of the period specified in clause 10.01 and 10.02, to those bidder who do not agree to extension.

11. Format and Signing of Application and Bid

11.01 The Application Form Chapter III shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons authorised to bind the Bidder to the **Conditions of contract and Contract Agreement**. The letter of authorization shall be indicated by the written power of attorney accompanying the Application and Bid.

11.02 All the pages of the **Application Form (Chapter III), Bid Submission Letter (Chapter IV Part A), Conditions of Contract (Chapter V), and Annexure 1** except for unamended printed literature, shall be signed and stamped on each page.

11.03 The Bid shall not contain any interlineation, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be counter signed by the persons or persons signing the Bid. All the documents should be numbered.

D. SUBMISSION OF APPLICATION AND BID

12. The application and bid documents may be downloaded, filled properly and submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender.

The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid consisting of Application Form, copy of transaction details for online payment of Application Fee & Processing Fee to Publication Division along with required documents should be uploaded online and Financial Bid in “.xls” should be uploaded online.

Please note that one firm/printing press can submit only one application form.

Technical Bid: To be opened on 04/10/2023 15:00 Hrs.

Financial Bid: NCERT will inform to the Technically Successful Applicants the date, time and venue of opening of their financial bids through email.

- a) In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in the Application Form. The financial bids should be uploaded online as per the specified “.xls” format i.e. BoQ_XXXX.xls Excel sheet attached as “.xls” with the Application form and based on the qualification criteria and terms and conditions of the Application Form.
- b) The Financial bid should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the bid are inclusive of all applicable taxes, duties, green tax etc.

13. Deadline for Submission of Application and Bid

- 13.01 Online bids complete in all respects, must be uploaded on or before the last date and time specified in the tender.
- 13.02 NCERT may, at its discretion, extend this deadline for submission of Bid through corrigendum in accordance with Clause 04, in which case all rights and obligations of NCERT and Printers previously subject to the deadline will thereafter be subject to the deadline as extended.

14. Late Application and Bid

- 14.01 Any Application and Bid received by NCERT after the deadline for submission of Bids will be rejected

E. OPENING OF APPLICATIONS FOR SCRUTINY AND BIDS FOR EVALUATION AND FORMULATION OF RATES

15. Opening of Form of Bids

- 15.01 NCERT will open the Applications received online in the presence of the Applicants' representatives who choose to attend at the specified time, date and place. In the event of the specified date for the opening of Bid being declared a holiday for the NCERT, the Bids will be opened at the scheduled time and location on the next working day.
- 15.02 The applications received online will be downloaded.
- 15.03 In all cases, the amount of the cost of bidding document, processing fee and validity period will be announced by NCERT.
- 15.04 NCERT will prepare minutes of the Bid Opening, including the information disclosed to those present in the meeting.
- 15.05 The scrutiny of Application will be made w.r.t. online payment of bidding document, processing fee, qualification criteria and other information furnished in the Application and availability of the documents mentioned in the Annexure I (Printer's Checklist for Application Form) . On the basis of the scrutiny, NCERT will prepare a list of the eligible applicants for inspection. The bids of those applicants who qualify in the eligibility criteria after inspection will be considered for opening of financial bid.
- 15.06 NCERT will appoint inspection teams to visit the printing presses and other premises of applicants to verify the contents of the application.
- 15.07 The financial bids of only those applicants will be opened who were found eligible for empanelment.

16. Clarification of Bids

- 16.01 To assist in the examination and evaluation of Bids, NCERT may, at its discretion, ask the Bidder for any clarification about his/her Bid. The request for clarification and the response shall be through email. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the NCERT in the Evaluation of the Bids.
- 16.02 No Bidder shall contact NCERT on any matter relating to his/her Application and Bid from the time of the Bid opening to the time of the Contract Agreement is signed. Any attempt by the Applicant to influence the NCERT's Bid Evaluation, Bid Comparison etc. may result in the rejection of his/her Bid.

17. Responsiveness of Bid

- 17.01 NCERT will evaluate each Bid to determine that the Bidder:
- (a) has submitted all the documents mentioned in clause 06.02 and in the Checklist of Documents (Annexure I)
 - (b) has properly numbered, signed and stamped.

(c) fulfils the eligibility criteria laid down in Chapter II (Part A).

- 17.02 On the basis of evaluation as per clause 17.01, NCERT will prepare a tentative list of Applications (TLA) found substantially responsive to the Requirement and Specification as per Chapter II Part C.
- 17.03 NCERT will appoint Team of Experts (TOE) to inspect the eligible printing press premises. The inspection process will be covered with live videography. Printer will make all arrangements for live videography. The cost of the videography will be borne by the printer. Printer will provide the soft copy of live video coverage to the inspecting team after the inspection process is over. The TOE will check the year of manufacture of machinery, check that the machines are working and are in order and the printing jobs running on machines, verify serial number shown in the application matches with the actual serial number mentioned on the machines and the godown space shown in the application matches with the actual space and such other aspects as the TOE deems fit. TOE will submit a written report for each premise visited, duly signed by all the members who visit the premises of the printer.
- 17.04 Based on the reports of TOEs, the NCERT will prepare a List of Substantially Responsive Applications (LSRA). The list will be prepared on the basis of the evidence from the documents and inspection reports that the applicant substantially meet the Requirement and specifications as per Chapter II Part C for the printing work.
- 17.05 NCERT will keep a record of details of each Application not included in LSRA, signed by all the members of the Evaluation Committee and the reasons for not being included in the form of Evaluation Committee Report (ECR).

18. Opening of Financial Bids

- 18.01 NCERT will inform the Applicants on the LSRA of the date, time and venue of opening of financial bids. The bids will be opened at the appointed time and date in the presence of the Applicants on the LSRA, or their authorized representatives, who may wish to attend.
- 18.02 Minutes of the meeting will be prepared containing details of the order of serial number on the LSRA. Name of the Bidder, the rates quoted, and such other information NCERT deem necessary.

19. NCERT's Right to accept any Bid or to reject any or all Bids

- 19.01 NCERT reserves the right to accept or reject any Bid, and to annul the invitation of Application and Bidding Process and reject all the Applications and Bids for empanelment of printers without incurring any liability to the affected Bidders. In case of annulment of the process, the Processing fee will be returned to each applicant.
- 19.02 **In the financial bid, if any bidder quotes unrealistic rates or lower than the existing rates, the NCERT will reject that bid and debar the bidder. In such cases, the Processing fee will be not be returned to the applicants.**

20. NCERT's Offer of Rates

- 20.01 NCERT will prepare a comparative chart of the rates of printing and related work received from the printers. It will then decide the rates for various items, based on the comparative chart. NCERT will prepare its rate list in the format similar to the format in Chapter IV. These rates will be used to get the textbooks and other material printed and through the empaneled printers on NCERT request.
- 20.02 NCERT will offer its rates by email, registered post or in person as the case may be, to each firm on its List of Printers, asking them to convey to NCERT the firm's

unconditional acceptance, in entirety to the rates offered by NCERT. NCERT will not consider any conditional acceptance of its offer. The Printer will have fifteen days' time to send its acceptance to the NCERT . The format of the letter is at Annexure II. Printers who did not accept rates unconditionally their names will not be considered for empanelment.

- 20.03 The printer accepting the NCERT's rates will be required to convey its acceptance through letter in the format at Annexure II along with the following documents:
- a. Security Money in accordance with Clause 32 of the Conditions of the Contract (Chapter V).
 - b. Two copies of the Contract agreement in Chapter VI duly signed by the authorized signatory.
 - c. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-III) Integrity Agreement duly attested by the Notary.
 - d. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-IV) declaring the printing and binding machines owned by the printing press duly attested by the Notary.
 - e. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-VI)
- 20.04 On receipt of the Security Money, Contract Agreement signed by the firm and original affidavits as per clause 20.03, the authorized officer of NCERT will sign two copies of the Contract Agreement and one copy will be returned to the printer for their record, and will be sent by Registered Post or speed post or in person as the case may be.
- 20.05 The bidder shall ensure that all of its machinery, equipment, godowns, paper, printed *forme*, semi and finished textbooks etc. are fully insured against any possible theft, fire or any untoward incidents.

21 Empanelment

- 21.01 The firms who accept NCERT's offer of rates, will submit the required Security money, original affidavits and sign the Contract Agreement will be placed on NCERT's panel of Offset Printers initially for a period of two years i.e. from the date of empanelment. The period of empanelment may be further extended up to 1 (one) year after assessment of the performance of the printer.

22. Corrupt or Fraudulent Practices

- 22.01 NCERT requires the Bidders to strictly observe the laws against fraud and corruption in force in India, namely, the Prevention of Corruption Act, 1988.
- 22.02 Canvassing in any form by the bidder will render them disqualified from participating in the bid.
23. NCERT reserves the right to cancel the bid in whole or any part thereof at any point of time before awarding the contract without assigning any reason thereof and it will be binding on the bidder(s).
24. NCERT- specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per NCERT Policy along with bid.

CHAPTER II (PART C)

SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

01. Requirements

The NCERT publishes about 300 textbooks pertaining to Classes I-XII and 100 other educational material in Hindi, English and Urdu languages every year in various sizes, the print order of which ranges from 100 to 10,00,000 copies. These publications are printed in single colour, two colours and four colours by using pre-sensitized plates (PS) or CTP plates if asked for. The paper for printing of these publications will be provided by the NCERT. The paper sizes and their subsequent trimmed sizes noted against each are given below:

02. Text Paper and Book Sizes

S.No.	Paper Sizes	Trade name of books sizes	Trimmed size of the book
	<u>Text Paper</u>		
I.	28" x 40" (71 x 102 Cms)	Crown Quarto	17.0 cm x 24.0 cm
II.	30" x 40" (76 x 102 Cms)	Crown Quarto Crown Octavo	18.4 cm x 24.0 cm 12 cm x 17.8 cm
III.	28" Reel (71 Cms)	Crown Quarto Crown Octavo	17.0 cm x 24.0 cm 12 cm x 17 cm
IV.	23" X 36" (58.5 x 91 Cms)	Demy Quarto Demy Octavo	22.2 cm x 28 cm 14 cm x 21.5 cm
V.	22.8" X 34" (58 x 86 Cms)	A4 (NCERT-special)	21 cm x 27.5 cm
VI.	34" Reel (86 Cms)	A4 (NCERT-special)	21 cm x 27.5 cm
VII.	27" x 34" (69 x 86 Cms)	Foolscap Quarto	16.5 cm x 20.3 cm
VIII.	26" x 40" (66 x 102 Cm)	Royal Octavo	15.8 cm x 24.0 cm
	<u>Cover Board</u>		
I.	21" x 30" (53 × 76cms)	For Crown Quarto and Crown Octavo size of books	
II.	20" x 25" (51 × 63.5 cms)	For Demy Quarto and Demy Octavo size of books	
III.	18.8" x 28" (48 × 71 cms)	For Foolscap Quarto size of books	
IV.	20" x 28" (51 × 71 cms)	For Royal Octavo size of books	
V.	19" X 24" (48 × 61 cms)	For A4 (NCERT-special) size of books	

03. Specifications

Printing Ink Quality:

The ink to be used in printing of NCERT publications should bear the following qualities:

- 03.01 The ink should be of a good standard in quality having sufficient quantity of finely grind pigments.
- 03.02 The ink should be adequately viscous to fully transfer and stick on paper but should not fully penetrate in the paper reflecting "See Through".
- 03.03 The ink should have good drying quality particularly on smooth or glazed paper to avoid "Set off"

- 03.04 The ink should not be so tacky to snatch/pick up the paper or coating on paper while printing.

04. Imposition of Pages and Printing Quality

While imposing the pages particularly the preliminary pages, the Chapter opening pages of the book and finally printing the book, the following points should have to be strictly followed:

- 04.01 The imposition of pages should be in accordance with the page area marks given on the positives. In such cases where the area marks are not given on the positives the margin allocations specified in the style sheet provided by the NCERT may strictly be followed.
- 04.02 (a) Perfect registration of colours should be maintained throughout while printing the jobs,
(b) The folio line and or numbers, given either on top or at the bottom of the pages, should be in perfect alignment with the folio lines and or numbers of the preceding pages of the book.
- 04.03 There should be controlled release of ink as per requirement of the job and suiting to the quality of paper to avoid “See Through” and uneven inking.
- 04.04 There should be uniform/even inking throughout the book without patches of over/under inking and fluff traces/spots.
- 04.05 There should be no roller marks in shape of lighter/heavier colour strips on solid or screen grounds visible when printed.
- 04.06 The printing impression throughout the book should be sharp and of full tonal values of image areas as obtaining in the positives and match with machine/progressive proofs if supplied by the NCERT as samples.
- 04.07 There should be no “Set Off” and or any scum and or any spot neither within the image area nor on the non-image area of any page of the book or on cover of the book, whether printed on single side or on both the sides.
- 04.08 In a job of special colours the shade of colour should match with the shade of colour sample provided by the NCERT and there should be no variation in any of the shades throughout the book.

05. Binding Quality

- 05.01 The folding of forms should be done in such a manner that the folio numbers on even pages (given either on top or at bottom of the page) fall exactly on the page having odd members on the other side.
- 05.02 Before folding the forms it should be ensured that no such form is folded which is torn or has spots, scum and or is not perfect in printing.
- 05.03 While gathering the forms it should be ensured that only one form from each pile of forms, (arranged in sequence) is lifted/gathered, so that no double or extra form of the same number is found in the book or no form is found missing in sequence.
- 05.04 After gathering the sets of forms of the book it should be pressed properly to form a firm crease and get compact to facilitate the binding.
- 05.05 The books to be center or side stitched should have two wire staples of appropriate gauge (suited to the bulk of the book) and length to hold all the Chapters of the book firmly.
- (a) The two staples in the centrally stitched books should be done exactly on the folds of the cover and folded forms leaving equal space at the head and tail side of the book after trimming.

- (b) While side-stitching the books, the two staples should be put (leaving equal space at the head and tail of the book after trimming) leaving 4-6 millimeters space (depending on thickness of the book) from the spine edge before properly creased cover is drawn on.
- 05.06 While Chapter sewing the book, it should be ensured that the thread and string/catgut are tough and the grooves for catguts are appropriate in depth.
- 05.07 Before drawing on the cover on the side stitched or Chapter Sewn books, all the covers should be properly creased at the two edges of the spine and also on 1st and 4th cover leaving 6-8 millimeters space (depending on size of the book) from the spine edge to facilitate proper opening of the cover of the book.
- 05.08 In Side Stitched/Chapter Sewn Books drawing on of cover and applying of glue on spine should be done on perfect binding machine. The glue applied on the spine of the book should be of a good quality and adhere with the spine firmly to sustain frequent opening of the book and seasonal effects leaving no possibility of separation of covers or any leaf of the book.
- 05.09 While perfect binding a book, it should be ensured that the spine shaving knife and the groove making device of the machine are sharp enough to form a smooth shave of the spine separating all the leaves of the book and make appropriate groove for filling in the glue to hold firmly the spine and cover of the book.
- 05.10 (a) The glue used in perfect binding should be fresh and of a high standard in quality, applied in adequate quantity at appropriate temperature and should set in with suitable thickness.
- (b) The glue used should be weather resistant, firm binder of all the leaves of the book with Cover and flexible to bear the frequent and flat opening of the book.
- (c) No leaf or the cover of the book should come out while flat opening of the book or turning over the cover. The glue should not crack in any case.
- 05.11 All the three sides of the books, to its full thickness should be trimmed smoothly at right angle.
- 05.12 Each book should be trimmed in the exact size pursuant to Clause 02 and as mentioned in the Job Order and packed as specified in Clause 06 below.

06. Packing and Forwarding

The books either center stitched or side stitched, Chapter Sewn or Perfectly Bound as per specifications given in the Job Order should be packed pursuant to clause 06 of Chapter VI (Conditions of Contract) are to be delivered at the NCERT godown at NIE Campus, CWC Godown at NOIDA, Narela, Sahibabad and or at NCERT's Regional Production-cum-Distribution Centre at Ahmedabad, Bangalore, Guwahati or Kolkata as per the instructions issued from time to time by the NCERT in packets of different denomination as detailed below:

Sr.No.	Books containing pages	Books per Packet/Bundle
a)	Up to 16 pages	100
b)	17 pages to 64 pages	50
c)	65 pages to 120 pages	25
d)	121 pages to 180 pages	20
e)	181 pages to 360 pages	10
f)	Above 360 pages	05

07. Collection of material by the Printer

The Printer entrusted with a print job shall make arrangements to collect all material such as CRCs, original illustrations, photographs, designs (where ever required), CD and or processed films from the NCERT designated places indicated in the order at his/her own cost

and expense within the stipulated period mentioned in the Job Order. However, paper (for text and cover) issued by the NCERT against a particular job assigned for execution is to be lifted by the Printer who will be paid transportation charges on the rates formulated by the NCERT.

08. Submission of Ferro-proofs for approval

In the event the Printer is asked to furnish ferro proofs of corrected pages of the entire book including imprint page, the Printer shall comply with the instructions given in the Job Order and obtain final approval on the proofs so submitted before taking up the bulk printing.

09. Maintenance of High Standard of Production

The Printer entrusted with the print job shall execute the work in the most business like manner maintaining optimum and high standard in all pursuant to Clauses 02, 03, 04 and 05 above without any compromise in quality at any stage of execution.

10. Adoption of Printing Scheme

The Printer shall adopt the most advantageous and economical printing scheme and operations regarding technical input without sacrificing the standard of production at any stage.

11. Security against Paper Supply

The NCERT will issue the requisite quantity of Text and Cover paper for printing of job assigned to the Printer. The paper will be supplied to the Printer against the Bank Guarantee or Fixed Deposit (pledged in favour of NCERT) of 50% value of paper and insurance for actual value of paper fixed by the NCERT. The insurance policy should be made in the name of Secretary, NCERT.

12. Retention of Printing Plate

The Printer shall invariably use PS plates and, if asked for, CTP plates, and shall preserve the same till the job(s) assigned to it is fully executed, the supplies completed and accepted by the NCERT.

Application Number.....

Chapter III
Application Form for Empanelment of Offset Printers

1. **Name of the Printer** :

2. **Address**

Registered Office: **Works:**

.....

.....

.....

Telephone No./s **Telephone No./s**

.....

Email (Primary)..... **Email**

(Please Note: All the correspondence from NCERT will done at Primary email address only).

3. **Date of Establishment of the Firm** ____/____/____

4. **Status of the firm:**

(a) Proprietary Concern

(b) The Companies Act 1956

(c) The Indian Partnership Act 1932

(d) Others

Photo of
Proprietor/Managing
Director

5. **Ownership Details**

a. **If Proprietary Concern**

Name of the Proprietor.....

b. **If Company, Name of the**

Managing Director.....

c. **If Partnership Concern Photo and Name of all Partners**

.....

.....

.....

d. Others

6. Number of Units of the Press : _____
7. License/Registration No. : _____
(of all the premises where the machineries etc. are installed)
issued by concerned local Govt. body
8. PAN No. : _____
9. GSTNo. : _____
10. ESI Registration No. : _____
11. EPF No. : _____
12. Status of Printer's Premises Covered Carpet Area: _____ Sq. Mts.
(UNIT – I) : ge Space: _____ Sq. Mts.
it: _____ Mts.
igs to the owner of the Press Yes/No
ase/rent Yes/No
(Unit – II) : Covered Carpet Area: _____ Sq. Mts.
ge Space: _____ Sq. Mts.
it: _____ Mts.
igs to the owner of the Press: Yes/No
ase/rent : Yes/No
13. Total Number of Employees
(Unit I) Regular Casual Contractual
(Unit II) Regular Casual Contractual
- Note : If more than two Units : Please attach the details as per above format for serial 11 and 12
14. Details of Machinery and Equipment
(I) Plate Making
(i) Pasting Table : No. of Tables No. of Pastors.....
Size/s _____
(ii) Printing Down Frame : No. of Machines No. of exposures
Size/s _____

(iii) **CTP Machines**

No. of Machines.....

Size/s _____ Make & Year of
Manufacture _____

**Above machines are installed
address**

.....

**II Details of Printing Machine Installed
at Address(Unit I)**

**Phone No.
Contact Person**

(Note: Output should be worked out on the basis of a shift of eight hours)

4 Colour Sheet Fed			4 Colour Web		
S.No.	Size,Brand & Model NameandYear of Manufacture	Serial Number	Size,Brand & Model NameandYear of Manufacture	Serial Number	No. of folds operative
1.					
2.					
3.					
4.					
5.					
2 Colour Sheet Fed			2 Colour Web		
S.No.	Size,Brand & Model NameandYear of Manufacture	Serial Number	Size,Brand & Model NameandYear of Manufacture	Serial Number	No. of folds operative
1.					
2.					
3.					
Single Colour Sheet Fed			Single Colour Web		
S.No.	Size,Brand & Model NameandYear of Manufacture	Serial Number	Size,Brand & Model NameandYear of Manufacture	Serial Number	No. of folds operative
1.					
2.					
3.					

Total staff on Machines

..... Four Colour.....Two Colour..... Single colour

**Details of Printing MachineInstalled
Address (Unit II)**

:

Phone No.
Contact Person :

(Note: Output should be worked out on the basis of a shift of eight hours)

4 Colour Sheet Fed			4 Colour Web		
S.No.	Size,Brand & Model NameandYear of Manufacture	Serial Number	Size,Brand & Model NameandYear of Manufacture	Serial Number	No. of folds operative
1.					
2.					
3.					
4.					

2 Colour Sheet Fed			2 Colour Web		
S.No.	Size,Brand & Model NameandYear of Manufacture	Serial Number	Size,Brand & Model NameandYear of Manufacture	Serial Number	No. of folds operative
1.					
2.					
3.					

Single Colour Sheet Fed			Single Colour Web		
S.No.	Size,Brand & Model NameandYear of Manufacture	Serial Number	Size,Brand & Model NameandYear of Manufacture	Serial Number	No. of folds operative
1.					
2.					
3.					

Total staff on Machines ...Four ColourTwo Colour.....Single colour.....
Add details in the above format if there is any more Unit of the press

III Number of Supervisory Staff in :Unit 1 +..... Unit II =
Printing Machine Units

IV Output in a Shift of 08 hours on

(a) 4 Colour Machines (Sheet)

Total Production (Unit – I & II)

- _____ Reams both sides (Size: _____)
- _____ Reams both sides (Size: _____)
- _____ Reams both sides (Size: _____)

(b) 4 Colour Machines (Web)

Total Production (Unit – I & II)

- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)
- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)
- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)

(c) 2 Colour Machines (Sheet)

Total Production (Unit – I & II)

- _____ Reams both sides (Size: _____)
- _____ Reams both sides (Size: _____)
- _____ Reams both sides (Size: _____)

(a) 2 Colour Machines (Web)

Total Production (Unit – I & II)

- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)
- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)
- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)

(b) Single Colour Machines (Sheet)

Total Production (Unit – I & II)

- _____ Reams both sides (Size: _____)
- _____ Reams both sides (Size: _____)
- _____ Reams both sides (Size: _____)

(c) Single Colour Machines (Web)

Total Production (Unit – I & II)

- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)
- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)
- _____ Reams = _____ MTs approx.
(Size: _____/GSM _____)

14 BINDING UNIT

I Cutting Machines Unit I & II

(a) Cutting Machines (Programmed)

(b) Cutting Machines (Semi-Automatic)

(c) Three Side Trimmer

Total No. of Cutting Machines

Unit I+ Unit II=.....

Size _____ Make _____

Size _____

No. of Machines _____ Size/s _____

- II **Stitching Machine(s) (Wire)** Total No. of Machines
Unit I & II
- Single Stapler** Unit I____ Unit II_____ =
- Double Stapler** Unit I ____ Unit II _____ =
- Max. number of pages on**
- Single Stapler**
- Double Stapler**
- Output in Single Shift of 08 hours on**
- Single Stapler** _____ Books of 64 – 120 pages
(Crown 4 to/A4sizes)
- Double Stapler** _____ Books of 64 – 120 pages
(Crown 4 to/A4 sizes)
- III **ChapterSewn Machine** No. of Machines _____
- Output in a Shift of 08 hours on _____**
- A book of 200 pages :** _____ Books(Crown 4 to/A4 sizes)
- A book of 300 pages :** _____ Books(Crown 4 to/A4 sizes)
- A book of 450 pages :** _____ Books(Crown 4 to/A4 sizes)
- IV **Folding Machine (Knife/Buckle)** : Total No. of Machines _____ Size/s_____
- Total Output in a Shift of 08 hours** : _____ Chapter/sheet (4 Folds)
- Manual Folding in a Shift of 08 hours** : _____ Chapter/sheet (4 Folds)
- V **Flow Line Binding Machine Capacity** : No. of Machines _____ Station _____
- Total output in Single Shift of 08 hours** : _____ books of _____ Chapters
- VI **Perfect Binding Machine** : Total Number of Machine _____
- Single Clamp_____Three Clamps_____
- More than Three Clamps_____
- (i) **Output in a shift of 08 hours** : _____ books (Size _____)
on Single Clamp(_____machines)
- (ii) **Output in shift of 08 hours** : _____ books (Size _____)
_____Clamps(_____machines)
- (iii) **Output in shift of 08 hours** : _____ books (Size _____)
_____Clamps(_____machines)
- (iv) **Output in shift of 08 hours** : _____ books (Size _____)
_____Clamps(_____machines)

- VII **Total Output in a Shift of 08 hours**
On perfect binding machines _____ books
- VIII **Output on All trimming machines in a shift of 08 hours** : _____ books
15. **Strapping Machine** : No. of Machines _____ Make _____
Packing Capacity in a Shift of 08 hours _____ books (Crown 4 to/A4 sizes)
(in packets of _____ to _____ books)
16. **Name of the Ink manufacturing Company/ies whose ink is used by the firm** : Black: _____
Four colour set:.....
17. **Name of the Glue Manufacturing firm/s whose glue is being used for perfect binding** : _____

18. **Whether Generator is installed? If so, indicate the Capacity** :

KVA

19. **Weekly Holiday on** : _____
20. **Any other/additional information which the Printer wants to supplement** :

The information provided in this Application (above) are true and correct to the best of my knowledge and belief.

Signature of the Authorized
Signatory of the Firm (with stamp)

Dated: _____

Name: _____

Note: Each page of the application is to be signed by the Authorized signatory of the firm.

CHAPTER IV (PART A)

BID SUBMISSION LETTER (Referred to in Clause 9 of Chapter II)

Date

To,
The Head
Publication Department
NCERT, Sri Aurobindo Marg,
New Delhi 110 016

Sir/Madam,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged we, the undersigned quote our rates in the enclosed format (Form of Bid) for the printing operations and allied services as per the details given in the [BoQ_PtgRates_2023.xls Excel sheet](#) BoQ1, BoQ2, BoQ3 & BoQ4 and in conformity with the said Bidding documents.

We undertake, to execute all print jobs assigned by the NCERT on the basis of formulated schedule of rates offered to us and accepted by us and in accordance with the Terms and Conditions as specified in the Schedule of Requirements and Specifications (Chapter II Part C), Conditions of Contract (Chapter VI) and Contract Agreement (Chapter VII).

We agree to abide by this Bid for the Bid validity period of 180 (One hundred and Eighty) days from the last date of Bid Submission. It shall remain binding upon us.

We agree that the following documents are deemed to be the part of the Bid.

Chapter I	Guidelines to Applicants for Empanelment and Inviting Bids to Formulate the Schedule of Rates for Printing and Allied Services
Chapter II	Part A: Qualification Criteria Part B : Instructions to Bidders Part C : Schedule of Requirement and Specifications
Chapter VI	Contract Agreement

As desired we are also submitting the following documents

Chapter III	Application Form for Empanelment
Chapter IV (Part A)	Bid Submission Letter
Chapter V	Conditions of Contract
Annexure 1	Printer's Checklist for Application Form Documents mentioned in the Printer's Checklist for Application Form

We undertake that assignment of print jobs to us for execution under the above Agreement, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept any application and or the lowest or any Bid you may receive. We clarify/confirm that we comply with the eligibility requirements as per Clause 3 of Chapter II (Part B) of the Bidding documents.

Dated thisday of.....2023.....

(Signature)

Duly authorized to sign Bid for and on behalf of

CHAPTER IV (PART B)

Scanned copy of existing schedule of Rates for Offset Printing and Allied Services.

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING Schedule of Rates for Printing by Offset Process and Allied Services with effects from 10th January 2019

NG AND PRINTING CHARGES														
Items / Sizes	Plate Making			PRINTING										
	CTP	P's Plate	Rate per plate	Rate for 1000 Copies	Rate per Addl. 1000 Copies Up to 4000 Copies	Rates for 5000 Copies	Rate per addl. 1000 copies upto 24000 Copies	Rate for 25000 Copies	Rate per addl. 1000 copies up to 49000 Copies	Rate for 50000 Copies	Rate per addl. 1000 Copies upto 99000 Copies	Rate for 100000 Copies	Rate per addl. 1000 copies above 100000 Copies	
Ra.	P.	Ra.	P.	Ra.	P.	Ra.	P.	Ra.	P.	Ra.	P.	Ra.	P.	
per side of a sheet or 28"x40" or 34"	600.00		400.00		300.00	125.00	800.00	90.00	2575.00	85.00	4625.00	80.00	8550.00	75.00
per side of a sheet or 23"x36" or 28"x36"	550.00		375.00		266.00	104.00	640.00	70.00	2000.00	65.00	3570.00	60.00	6520.00	55.00
per side of a sheet or 20"x28" or 24"x28"	505.00		300.00		200.00	83.00	520.00	40.00	1300.00	38.00	2230.00	37.00	4050.00	36.00
per side of a sheet or 17"x22.8" or 20"x22.8"	500.00		300.00		150.00	62.00	380.00	30.00	980.00	28.00	1680.00	25.00	2930.00	23.00
colours per side of 30"x30" or 21"x 28" or 28"	500.00		300.00		350.00	145.00	850.00	140.00	3575.00	135.00	6150.00	130.00	12525.00	125.00
colours per side of 24"x24" or 20" x 25"	500.00		300.00		225.00	96.00	600.00	90.00	2350.00	85.00	4450.00	80.00	8425.00	80.00

overs will be regulated in multiple ups after converting into respective size given at column no. (V) and (VI) where 28" reels will be supplied and rates shall be regulated on the basis of 28" x 40" size

Printer in Percentage (%)

Paper in Percentage (%)		Percentage (%) of Wastage of Paper for Sheet Printing			Percentage (%) of Wastage of Reel Paper including core and thabba for web printing (normal/heat set)		
		Single Colour	Two Colours	Three/Four Colours	Two Colours		
		4%	6%	8%	4%		
0 copies					5%		
00 copies up to 5000		2%	4%	6%			
00 copies up to 25000		1.25%	2.5%	4.5%			

5

Sewing of form 16pp/8pp/4pp (Section Sewn Books only)				Rate per 1000 books	
For Side Stitched Books		For Centre Stitched Books		Cover draw machine* for Sewn or F	
Side Stitching by wire at two places above 200 pages upto 200	Side Stitching by wire at two places above 200 pages upto 200	Rs. P.	Rs. P.	Rs. P.	Rs.
80 00	100 00	100 00	1200 00	1400	

FORWARDING

EERT godown at Delhi/NCR or RPDC godowns **godowns**, Kolkata and Guwahati. duly packed one top and bottom of the bundles and information slip duly printed should be pasted/printed on the duplex box should be tied with strips making cross on the bundle. (Strip packing widthwise and lengthwise)

Books of 64 pages containing 25 books in a packet	Books of 65 to 120 pages containing 25 books in a packet		Books of 121 to 180 pages containing 20 books in a packet		Books of 181 to 360 pages containing 10 books in a packet		E cc	
	For books in Crown 4 to (8 1/4" x 9 1/2") or Royal 8Vo (6 1/4" x 9 1/2") or A4 NCERT (8 1/4" x 10.9") Sizes	For books in Crown 8Vo (4 1/4" x 7 1/4") or Demy 8Vo (5 1/2" x 8 1/2") or Foolscap 4 to (6 5/8" x 8") sizes	For books in Crown 4 to (8 1/4" x 9 1/2") or Royal 8Vo (6 1/4" x 9 1/2") or A4 NCERT (8 1/4" x 10.9") Sizes	For books in Crown 8Vo (4 1/4" x 7 1/4") or Demy 8Vo (5 1/2" x 8 1/2") or Foolscap 4 to (6 5/8" x 8") sizes	For books in Crown 4 to (8 1/4" x 9 1/2") or Royal 8Vo (6 1/4" x 9 1/2") or A4 NCERT (8 1/4" x 10.9") Sizes	For books in Crown 8Vo (4 1/4" x 7 1/4") or Demy 8Vo (5 1/2" x 8 1/2") or Foolscap 4 to (6 5/8" x 8") sizes		
to 64 pages	For books in Crown 4 to (8 1/4" x 9 1/2") or Royal 8Vo (6 1/4" x 9 1/2") or A4 NCERT (8 1/4" x 10.9") Sizes	For books in Crown 8Vo (4 1/4" x 7 1/4") or Demy 8Vo (5 1/2" x 8 1/2") or Foolscap 4 to (6 5/8" x 8") sizes	For books in Crown 4 to (8 1/4" x 9 1/2") or Royal 8Vo (6 1/4" x 9 1/2") or A4 NCERT (8 1/4" x 10.9") Sizes	For books in Crown 8Vo (4 1/4" x 7 1/4") or Demy 8Vo (5 1/2" x 8 1/2") or Foolscap 4 to (6 5/8" x 8") sizes	For books in Crown 4 to (8 1/4" x 9 1/2") or Royal 8Vo (6 1/4" x 9 1/2") or A4 NCERT (8 1/4" x 10.9") Sizes	For books in Crown 8Vo (4 1/4" x 7 1/4") or Demy 8Vo (5 1/2" x 8 1/2") or Foolscap 4 to (6 5/8" x 8") sizes	For books in Crown 4 to (8 1/4" x 9 1/2") or Royal 8Vo (6 1/4" x 9 1/2") or A4 NCERT (8 1/4" x 10.9") Sizes	E cc

CHAPTER V

CONDITIONS OF CONTRACT

01. Definitions

01.01 In this contract, the following terms shall be interpreted as indicated:

- (a) The “NCERT” means the National Council of Educational Research and Training, New Delhi and includes its successor and assignees.
- (b) “Printer” means the natural person, private or government entity, or a combination of the above, whose Application has been accepted for empanelment on the panel of the NCERTs’ Offset Printers by the NCERT and is named as such in the Contract Agreement.
- (c) “Goods” means the printed books and or other printed materials that the Printer is required to supply to the NCERT under the Contract Agreement against the Job order(s) placed with the printer from time to time.
- (d) “Services” means all of the services that the Printer is required to render in completion of the job(s) assigned to the printer under the Contract Agreement.
- (e) "Related Services" means services ancillary to the transport of the books, or other publications and printing papers, such as loading and unloading, providing labourers and ladders for trucks etc., and any other incidental services and other obligations of transportation covered under the Contract Agreement.
- (f) “COC” means the Conditions of Contract.
- (g) “The Contract Agreement” means the Agreement entered into between the NCERT and the Printer, as recorded in the Contract Agreement signed by the parties, including all the attachments and appendices thereto and all documents listed therein.
- (h) “Job Order” means the letter containing the details of jobs, quantum of work assigned to be performed and the delivery schedule for the supply of goods to be executed under the Contract Agreement.
- (i) “Service Charges”/“Production Cost” means the price payable to the Printer as specified in the Schedule of rates, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Condition of Contract.
- (j) “Day” means a calendar day.
- (k) “Completion” means the execution of the Job Order placed by the NCERT in accordance with the terms and conditions set forth in the Job Order with a variation of 0.5% more or less than the quantity mentioned in the Job Order placed by the NCERT.

02 Entire Agreement

- 02.01 The Contract Agreement constitutes the entire agreement between the NCERT and the Printer and supersedes all communications, negotiations and agreements (whether written or verbal) of the parties with respect thereto made prior to the date of Contract Agreement. The validity of Contract Agreement will be for two years which can be further extended up to one year on the same rates and conditions of contract.
- 02.02 No amendment or other variation of the Contract Agreement shall be valid unless it is in writing, is dated, expressly refers to the Contract Agreement, and is signed by a duly authorized representative of each party thereto.

03 Specifications and Standards

The jobs performed under this Contract Agreement shall conform to the standards mentioned in Schedule of Requirements and Specifications Chapter II (Part C). . No request for any change in the specifications to suit the printer will be entertained at any stage.

04 Patent Rights

04.01 The Printer shall indemnify the NCERT against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

05 Inspections and Tests

05.01 The NCERT has all the rights to enter into the premises of its empanelled Printers at any time and day for inspection of the press and make on the spot inquiries whether any job assigned by the NCERT is in progress or not. The Printer shall extend his/her full cooperation to facilitate the inspection and answer the queries of the inspecting official(s) to his/their fullest satisfaction.

05.02 The inspections and tests by the inspecting official(s) may be conducted on the premises of the Printer or at point of delivery and/or at the final destination of the goods. If conducted on the premises of the Printer, all reasonable facilities and assistance shall be furnished to the inspector(s) at no charge to the NCERT.

05.03 Should any inspected goods fail to conform to the specifications, the NCERT may reject them and the Printer shall either replace the rejected goods or make all alterations necessary to meet specified requirements free of cost to the NCERT, within a period of 10 (Ten)days of intimating such rejection/or as instructed by the NCERT.

05.04 The NCERT's right to inspect, test and where necessary, reject the goods after the goods' arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the NCERT or its representative(s) prior to the Goods despatch from the place of the Printer.

05.05 Nothing in Clause 07 shall in any way release the Printer from any warranty or other obligations under the Contract Agreement.

06. Packing and Documents

06.01 The packing of goods should be as per the specifications laid down in Chapter II (Part C), Schedule of Requirements and Specifications.

06.02 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided in the Job Order and subject to clause 07.01, or any subsequent instructions given by the NCERT.

06.03 The books should be packed using duplex board of at least 150 GSM on the top and bottom of the bundles and information slip should be printed / pasted on both sheets of duplex board being used on top and bottom of the bundle, there after it should be tied with strips of minimum 9 mm width making cross of the bundle (strip packing width-wise and length-wise). The supply of books at CWC godown will be taken between 10.00 a.m. to 4.00 p.m. on every working day or as instructed by NCERT.

06.04 Shortage of books in the bundles is not acceptable. In case of shortage of books found in bundles are more than 4%, the entire supply shall be returned. The supply of books with less or more number of books in a bundle to a limit of 4% shall be taken by CWC godown, however the intact bundle in which short or excess books were found the same shall be returned to the respective printer.

07 Delivery and Documents

- 07.01 Advance copies of the printed books as specified in the Job Order shall be supplied by the Printer, seeking approval of the advance copies by the NCERT. The bulk supplies duly incorporating the correction or improvement, if suggested by the NCERT shall be delivered to the NCERT's Stores as per bifurcation of quantities given at the time of approval of the advance copies.
- 07.02 Delivery of the goods shall be made by the Printer in accordance with the delivery schedule specified by the NCERT in the Job Order placed with the Printer. It is Printer's duty to deliver the printed books and other material at godown of the NCERT, as listed in the Job Order. If a printer dispatches the books by Rail transport, it will be his/her responsibility to take delivery at the Railway Station and deliver the same to the NCERT godown.
- 07.03 24 hours before the dispatch, the Printer shall notify the NCERT and the consignee, the full details of dispatches.

08. Security and Insurance against Paper Issued by the NCERT

- 08.01 The paper for printing of text and cover of the assigned jobs will be issued by the NCERT and lifted by the Printer from NCERT's Godown against the Bank Guarantee/ FD (pledged in favour of Secretary, NCERT) equivalent to 50% of the value of paper fixed by the NCERT for a minimum period of twelve months. In case printer fails to submit the Bank Guarantee/ FD it will be presumed that the printer is not willing to work for NCERT and the printer may be de-empanelled from the NCERT panel.
- 08.02 The Paper issued by the NCERT and received by the Printer shall be fully insured for its full value by the Printer at his/her own cost against loss or damage incidental to printing or acquisition, transportation, storage and delivery. The insurance policy should be made in the name of the Secretary, NCERT.

09. Incidental Services

- 09.01 The paper for printing of text and cover of the assigned jobs will be supplied by the NCERT from NCERT's Godown or directly from the mills. In case of non-availability of transporters, Printer may be asked to lift the paper from godowns of NCERT. The approved transportation cost will be reimbursed to the printer after submission of the bill along with other respective documents.
- 09.02 The Printer may be required to provide any or all of the following services, including additional services as per the requirements of the job assigned to him/her from time to time by the NCERT.
- (a) Loading at point of despatch (Paper and Books)
 - (b) Unloading at point of delivery (Paper and Books)
 - (c) Stacking in godown at point of delivery (Books and Paper)

No additional cost will be borne by the NCERT towards these above services.

10. Warranty

- 10.01 The Printer warrants that the printed goods supplied under the Contract Agreement are new, unused and of the most recent production. The Printer further warrants that all Goods supplied under this Contract Agreement shall have no defect arising from design, material or workmanship or from any act or omission of the Printer that may develop under normal use of the supplied goods.

- 10.02 This warranty shall remain valid for 26 (twenty six) months for every job order reckoned from the date of supply of last lot of the goods to the final destination and taken over by the consignee to the entire satisfaction of the NCERT but received back from the buyer for defects and replaced by the NCERT to the buyer.
- 10.03 The NCERT shall notify the Printer in writing of any claim arising under this warranty within the period of 25 (twenty five) months pursuant to Clause 10.02.
- 10.04 Upon receipt of notice from NCERT for defective unsold goods, the Printer shall, with all reasonable speed, replace the defective Goods, free of cost at the ultimate destination. The Printer shall take over the defective goods (after it is made unsaleable) at the time of their replacement. No claim whatsoever shall lie on the NCERT for the replaced goods thereafter.
- 10.05 If the Printer, having been notified for the defective unsold goods, fails to remedy the defect(s) or replace the defective goods within a reasonable period mutually agreed upon, the NCERT may proceed to take such remedial actions as be necessary, at the Printer's risk and expense and without prejudice to any other rights which the NCERT may have against the Printer under the Contract Agreement **in accordance with the Law.**
- 10.06 The warranty for unsold defective goods will begin de novo from the date of receipt of remedied or replaced goods. Printer will pay all taxes, and duties and all expenses (if liable) up to the destination for the replaced goods.
- 10.07 This warranty shall also remain valid for 26 (twenty six) months reckoned from the date of supply of last lot of goods to the final destination for the recovery of the cost of defective unsold goods, pursuant to Clause 17, declared obsolete within first 20 (twenty) months of the warranty.

11. Terms of Payment

All payments to the Printers shall be regulated by the NCERT as under in accordance and in direct correspondence keeping in view the economics of production as the uppermost consideration.

- 11.01 *Full Payment:* The Printer shall submit a complete Bill /Invoice along with the following documents:
- 11.02 *Printer's Checklist duly filled in (Annexure III).*
- i. Delivery Challans in original duly signed and stamped by the NCERT's BookStores, in confirmation of receipt of goods.
 - ii. Original Challans for the return of Positives/CRCs/CD and or Press copies etc. duly signed by the NCERT in confirmation of return of the said materials.
 - iii. Original Challan duly signed by Paper Stores of the NCERT if any balance paper has been returned to the NCERT's Store.
 - iv. Copy of the Challan showing the quantity of paper supplied to the printer.
- 11.02 NCERT will make the payment due as per the contract, within 45 (Forty five) days from the date of receipt of complete Bill/Invoice along with the documents listed in Clause 11.01.
- 11.03 *Part Payment:* In circumstances beyond control with documentary evidence NCERT may make part payment on the basis of 80% of the admissible bill amount against the Bill/Invoice received from the printer under clause 11.01, in case the printer request for part payment. The remaining 20% will be released to the printer within 45 days on submission of his/her balance claim for the same after settlement of all the dues from the printer in respect of the job executed.
- 11.04 In the event Printers' bills/invoice is found wanting and incomplete, it shall be returned to the Printer with a statement of omissions and mistakes for rectification and resubmission by the Printer.
- 11.05 For print order up to 1000 copies printing charges of 1000 copies will be applicable.

In case the print order is in thousands plus less than 500 copies, Printing charges will be restricted on lower side. Example: Print order 14450 copies printing charges will be paid for 14000 copies. Where the Print order is in thousands plus 500 or more than 500 copies, printing charges will be considered on higher side. Example: Print order 14500 copies printing charges will be paid for 15000 copies.

Binding and packing & forwarding will be considered on pro rata basis.

12. Rates

12.01 The rates charged by the Printer for the printing and related works rendered under the Contract Agreement against specific Job Order shall not vary from the rates notified by the NCERT and accepted by the Printer. Any excess claim by the Printer will be disallowed.

13. Contract Amendment

13.01 No variation or modification of the terms of the Contract Agreement shall be made except by written amendment signed by the parties.

14. Assignment

14.01 Assigned job once accepted by the printer cannot be refused. However in certain cases if it is refused to execute after 7 days the printer is liable to pay Rs. 10000 as penalty per job and will be deducted from his pending bills or security amount.

14.02 **During an academic session after submitting the Bank Guarantee printer request not to assign any job on the pretext that he is busy with some other assignments. In such cases a penalty of Rs. 25,000 will be made from the pending bills or security money and the printer will not be assign any job in that particular academic session.**

14.03 Job should be completed within delivery schedule. Short supply if any should be completed within 15 days from the date of last supply. Printer has to return press copies, CRC, positive/CDs within 15 days failing which action will be taken as per clause 23.

14.04 The Printer shall not sublet, in whole or in part, its obligations to perform under the Contract Agreement, except with the prior written consent of the NCERT.

14.05 Rate for printing of Form smaller than sizes will be regulated after converting into respective column wise sizes.

14.06 Printing charges of Covers will be regulated in multiple ups after converting into respective size.

14.07 For Print order more than 1,00,000 copies printer can claim for additional set of platemaking.

14.08 For Printing on web, where 28" reels will be supplied and rates shall be regulated on the basis of 28" x 40" size.

15. Delays in the Printer's Performance

15.01 Delivery of the goods and performance of the services shall be made by the Printer in accordance with the time schedule specified by the NCERT in the Job Order issued against each Job and accepted by the Printer.

15.02 Any inordinate delay by the Printer in its delivery obligations shall render the Printer liable to any or all of the following:

- a. cancellation of the order totally or partially,
- b. forfeiture of its Security Money,
- c. liquidated Damages/Recoveries and/or
- d. termination of the Contract Agreement.

15.03 If at any time during performance of the job, the Printer should encounter conditions impeding timely delivery of the Goods, the Printer shall promptly notify the NCERT in writing of the facts

of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Printer's notice, the NCERT shall evaluate the situation and may, at its discretion, extend the time given to the Printer for only two jobs in a calendar year, in such case the extension shall be ratified by the parties by amendment of the Job Order placed by the NCERT.

16. Liquidated Damages and Recoveries

- 16.01 *For delays in printing and supply of textbooks and other printed materials:* Both the printer and the NCERT agree that timely supply of the textbooks to the students through the chain of vendors and retailers are a time bound programme in an academic year. Time and date of delivery shall be the essence of the contract. If the Printer fails to deliver any or all of the Goods within the period(s) specified in the Job Order, the NCERT shall, without prejudice to its other remedies for seeking appropriate damages and compensated, deduct Liquidated Damages from the Printer's claim by way of penalty. Recovery from the Printer as agreed Liquidated Damages shall be calculated @ 5% per week (If the delay is less than a week damages will be calculated on pro rata basis per day) of the admissible amount of the quantity of goods supplied late. This agreed Liquidated Damages may not exceed to **50% (fifty percent)** of the total admissible claim of the Printer against the particular job. This is an agreed, genuine, and pre-estimate of the damages duly agreed by the both parties. The decision on this issue by Head of Publication Department/CPO shall be final and binding upon the Printer.
- 16.02 In case printer delays two or more jobs more than 5 weeks in a reprint session and falls under the total penalty of 25% or more two times in an academic session, printer should be debarred from assigning any further work for the current session and for the next session.

Defects in Execution of Print Jobs

- 16.03 The following deductions will be made from the printer's claim for the unsatisfactory work

Sr No.	Particulars	Deduction for unsatisfactory work
1	Defective Printing	
	Improper registration in text and or cover or any other Printing defect arising due to use of defective plate or defective blanket or any printing defect other than above.	2% of the total admissible amount for the entire lot.
2	Defective Binding	
	Improper cover creasing (4 Creased) or Improper Cover Pasting or Improper stitching or Cross cutting of books	2% of the total admissible amount for the entire lot.
3	Over Trimming	
(i)	If the book is short in size up to 8 mm in width and or in length.	2% (per side) of the total admissible amount of defective lot. The books found short in size up to 5 mm will be accepted only once with warning.
(ii)	If the book is short in size by more than 8 mm in width and or in length.	5% (per side) of the of the total admissible amount defective lot.

Note: In such cases where the design appearing on the text pages is to be flush cut, the book moderately short in size may be accepted, keeping in view the design.

17. Recovery of Cost of Defective books and Short Supplies

The cost of defective books either sold or unsold found in the supplies made by the Printer and the books supplied short shall be recovered from the Printer on the following basis:

(i)	The cost of the defective textbooks will be recovered from the Printer @ 200% of face value for all classes I-XII.
(ii)	The job order placed with the printer may be treated as complete pursuant to Clause 1(k). However, the cost of short supplied priced books will be recovered on the basis of face value of the book.
(iii)	The job order placed with the printer may be treated as complete pursuant to Clause 1(k). However, the cost of unpriced publications if supplied short shall be recovered on the actual cost of production of the book including cost of paper (determined by NCERT).

18. Recovery of cost of balance unconsumed paper not returned by the Printer

The requisite quantity of text and cover paper for printing of each job will be provided to the Printer by the NCERT. In case of any quantity of paper remains as balance with the Printer after completing the job, the same should be returned by the Printer to NCERT failing which the cost of the balance unconsumed paper shall be recovered from the Printer on rates as under:

(i)	Text and or Cover Paper in sheets	@ 125% of the cost of paper fixed by the NCERT if the quantity of balance paper is up to 1.5% of the consumption of paper including wastage or 10 reams for text and 2 reams for cover whichever is less. Cost of remaining quantity @ 200% of the cost of paper.
(ii)	Text Paper: less than a Reel	@ 110% of the cost of paper fixed by the NCERT. This is limited to only 300 Kgs.
(iii)	Text Paper: Full reel or more than a Reel	@ 200% of the cost of paper fixed by the NCERT. Cost of entire balance quantity will be recovered on this rate.

19. Recovery of cost of paper supplied to the Printer on demand

	Text Paper in Reel or in Sheet and or Cover Paper supplied by the NCERT on demand of the Printer against exigencies, Force Majeure and against established printing defect. (On inspection by NCERT)	:	@ 125% of the cost of paper fixed by the NCERT after establishing the validity of the reasons and genuineness of demand of additional paper to complete the job assigned to the Printer. In such cases the labour and transportation charges shall have to be borne by the Printer.
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20. Recovery of cost of paper used in the rejected books:

	Use of text and or Cover Paper in the book other than supplied by the NCERT.	:	@ 300% of the cost of paper fixed by NCERT besides rejection of consignment of books in which paper other than supplied by NCERT has
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		been used.
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21. Issue of paper

The Printer will lift the entire quantity of paper required for the job as per paper requisition issued by the NCERT to execute the job assigned to him/her in one go or in instalments as per his/her convenience leaving no balance of paper before the expiry of the delivery schedule or extended delivery schedule and prior to completion of the supplies of the job. No paper will be issued after the job is executed and supplies completed. Paper lifting charges will be regulated at the rates finalised by NCERT.

22. Wastage of Paper: Percentage of wastage of Paper for sheet printing and Reel Paper printing:

Percentage (%) of Wastage of Paper for Sheet Printing														
For print order upto 1000 copies			For print order above 1000 copies up to 5000 copies			For print order above 5000 copies up to 25000			For print order above 25000 copies upto 100000			For print order beyond 100000 copies		
Single Colour	Two Colours	Three / Four Colours	Single Colour	Two Colours	Three / Four Colours	Single Colour	Two Colours	Three / Four Colours	Single Colour	Two Colours	Three / Four Colours	Single Colour	Two Colours	Three / Four Colours
(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
4%	6%	8%	2%	4%	6%	1.25%	2.5%	4.5%	1%	2%	3.5%	1%	2%	3%

Percentage (%) of Wastage of Reel Paper including core and thabba for web printing (normal/heat set)								
For print order up to 25000 copies			For print order above 25000 copies to 100000 copies			For print order beyond 100000 copies		
Single Colour	Two Colours	Three / Four Colours	Single Colour	Two Colours	Three / Four Colours	Single Colour	Two Colours	Three / Four Colours
(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
3%	4%	5%	3%	4%	4%	3%	4%	4%

23. Recovery of the cost of defective/damaged positives

Twice the cost of all such positives which have been received in defective/damage condition or found missing shall be recovered from the Printers on the basis of outputting rates being paid to the Process Houses by the NCERT.

24. Late Return/Submission of Film Positives/CDs

The entire press copies, CRCs and positives/CDs of the job assigned for printing supplied by the NCERT or made by the Printer as per orders of the NCERT are to be returned/submitted within 15 days of the supply of last lot of books failing which recovery @ Rs.500/- (Five hundred) per day for each title for each day of default shall be made.

25. Termination of Contract

25.01 The NCERT may without prejudice to any other remedy for breach of Contract Agreement, by written notice of default sent to the Printer, terminate the contract and the Job Orders in whole or part

- (a) If the Printer fails to deliver any or all of the Goods within the time period(s) specified in the Job Order, or within any extension thereof granted by the NCERT pursuant to Clause 16.
- (b) If the Printer fails to perform any other obligation(s) under the Contract Agreement.
- (c) If the Printer, in the judgment of the NCERT, has engaged in piracy, fraud and corruption, in competing for or in securing the job(s) or executing the Job Order(s).

In the event the NCERT terminates the Job Order under the Contract Agreement in whole or in part, pursuant to Clause 30.01, the NCERT may get the job done upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered, and the Printer shall be liable to pay to NCERT for any excess cost for such similar goods or services. However, the Printer shall continue the performance of the job to the extent not terminated.

26. Force Majeure

26.01 Notwithstanding the provisions of Clauses 16, 17.01 the Printer shall not be liable for forfeiture of its Security Money, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract Agreement is the result of an event of Force Majeure.

26.02 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- a. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b. rebellion, terrorism, sabotage by persons other than the Printer's Personnel, revolution, insurrection, military or usurped power, or civil war,
- c. riot commotion, disorder, strike or lockout by persons other than the Printer's Personnel, munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Printer's use of such munitions, explosives, radiation or radio-activity, and
- d. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

26.03 If a Force Majeure situation arises, the Printer shall promptly notify the NCERT in writing or through email of such conditions and the cause thereof. Unless otherwise directed by the NCERT in writing, the Printer shall continue to perform his/her obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27. Enhanced /additional Print Order

27.01 The NCERT reserves the right to enhance the print order or place additional order for any of the print jobs assigned to him/her on the following basis:

27.02 By revising the job order placed with the Printer.

27.03 By placing fresh job order to the Printer for the enhanced/additional quality of print order.

28. Reduced/Restricted Print Order

28.01 The NCERT reserves the right to reduce/restrict the print order in the following situations:

- (a) Inordinate delay beyond the delivery schedule or extended delivery schedule causing inconvenience to the NCERT.

- (b) Unsatisfactory progress of the job at the printer's end noticed during monitoring or inspection by the NCERT.
- (c) Sub-standard quality of production (printing and or binding) found during on line inspection by the NCERT.
- (d) Reduction in requirement due to inordinate delay in supply of good by the Printer.
- (e) In case Print order is Reduced/Restricted due to reasons mentioned above at item no (a) to (d) the NCERT may get the job done from other printer. Additional expenditure incurred in execution of the job will be recovered from the defaulting printer with a penalty of ` 5,000/-
- (f) Reduction/Restriction in requirement imposed by the NCERT for its own reasons.

29 Termination for Insolvency

The NCERT may at any time terminate the Contract Agreement and the job orders by giving written notice to the Printer, if the Printer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Printer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NCERT.

30. Termination for Convenience

- 30.01 The NCERT, by written notice sent to the Printer, may terminate the Contract Agreement and the job order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the NCERT's convenience, the extent to which performance of the Printer under the contract is terminated, and the date upon which such termination becomes effective.
- 30.02 The Goods that are complete and ready for delivery within 07 (seven) days after the Printer's receipt of notice of termination shall be accepted by the NCERT at the Contract Agreement terms and accepted rates. For the remaining Goods, the NCERT may elect:
 - (a) To have any portion of the job assigned completed and delivered at the Contract Agreement terms and accepted rates; and/or
 - (b) To cancel the remaining and pay to the Printer an agreed amount for partially completed job by the Printer.

31. Removal from the Panel of Printer

- 31.01 Refusal of job by an empanelled Printer in two subsequent printing session to accept and execute the job, orders for which have been placed by the NCERT, for the reasons not covered under Force Majeure shall be viewed as violation of the Contract Agreement and the NCERT has the right to remove the name of the Printer from the Panel of Printers after issuing a Show Cause Notice, and after considering the reply. If the printer wants to be heard in person, NCERT will provide him or her an opportunity to do so.
- 31.02 Refusal of Printer to accept and execute low print order job(s) by preference shall be deemed as violation of the Contract Agreement leading to removal of the name from the Panel of Printers of such printers after issuing a Show Cause Notice.
- 31.03 A Printer failing to supply the books within the time period(s) as specified in the Job Order or within extension thereof granted by the NCERT in a printing session for any of the three out of every five jobs assigned to him/her for execution and liquidated damages in this regard has been

imposed on him/her on all such occasions, shall be removed from the Panel of Printers in accordance with procedure in Clause 31.01 above.

- 31.04 Printers failing twice in a printing session in executing the print jobs out of every five jobs assigned to him/her to the satisfaction of the NCERT but the goods have been accepted by the NCERT with warning for unsatisfactory execution and or liquidated damages have been recovered for poor/unsatisfactory production is liable to be removed from the panel of NCERT Printers.
- 31.05 Use of paper by the Printer other than provided by the NCERT in any of the jobs assigned by the NCERT is a fraudulent action and in such cases Printer shall be removed from the Panel of Printers and Security Deposit forfeited.
- 31.06 The Printer involved in any fraudulent activity proved beyond doubt shall be removed from the Panel of Printers after issuing Show Cause Notice and not finding the reply satisfactory. In such cases the Printer may also be black listed and legal action against the Printer may also be initiated. The Printer has to ensure and comply with non-piracy of NCERT textbooks. Any deviation of this count, directly or indirectly, shall be viewed seriously which may include confiscation of entire printed material, financial penalties, legal consequences and may also lead to blacklisting of the printer.
- 31.07 If the Printer shifts somewhere else, its machinery and equipment after empanelment, without prior intimation to the NCERT, the Printer shall be liable for removal from the Panel of Printers and the Security Deposit forfeited.
- 31.08 If the printer disposes of the machine(s) thus falling short to fulfil the minimum criteria of empanelment shall be removed from the Panel of NCERT Printers after considering Printer's reply to the Show Cause Notice.

32. Security Money

- 32.01 Within 10 (Ten) days after the NCERT's issue of the notification for proposed empanelment of the printer on the NCERT's panel, the printer shall furnish Security Money to the NCERT for an amount of Rs. 2,00,000/- (Rupees Two Lakh only) along with acceptance of Schedule of Rates for printing. The security money will remain with the NCERT till the Printer exists on the panel of printers of NCERT.
- 32.02 The proceeds of the Security Money shall be payable to the NCERT as compensation for any loss resulting from the printers failure to complete obligations under the Contract Agreement it not adjusted/recovered from pending claims of the printer. No interest will be payable by the NCERT to the Printer on the Security Money deposited by the Printer.
- 32.03 The Security Money deposited by the Printer at the time of empanelment may be refunded on written request of the printer if they do not want to remain on the Panel of NCERT Offset Printer due to their own reasons, only after the expiry of the warranty period pursuant to Clause 10 and settlement of all dues from the printer.
- 32.04 Any unauthorised use of NCERT water marked paper (containing NCERT logo as insignia) issued by the NCERT, if established, shall render the printers liable for forfeiture of security deposit, and removal of the name from panel of printers.

33. Resolution of Disputes

- 33.01 The NCERT and the Printer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with any job assignment by the NCERT to the Printer under the Contract Agreement.

- 33.02 If, after thirty (30) days from the commencement of such informal negotiations, the NCERT and the Printer have not been able to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through the formal mechanism specified in clause 32.03.
- 33.03 The dispute resolution mechanism to be applied pursuant to Clause 24.02 shall be as follows:
A dispute or difference arising between the NCERT and the Printer relating to any matter arising out of or connected with the job assigned to the Printer for execution under Contract Agreement shall be referred to the sole arbitration by an Arbitrator appointed by the Director, NCERT. The award of the Arbitrator shall be final and binding on the parties to the Contract Agreement subject to the proviso that the Arbitrator shall give reasoned award. The place of Arbitration shall be Delhi and the jurisdiction of the Courts will be Delhi only.
The Indian Arbitration and Conciliation Act, 1996, the rules thereunder and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.
All disputes arising under the Agreement except those covered under Clauses 16 to 20 of this Agreement may be referred for arbitrations.
- 34 Governing Language:**
- 34.01 The Contract Agreement shall be written in English or Hindi.
- 35. Notices**
- Any notice given by one party to the other pursuant to this Contract shall be sent in writing or through registered email and shall be confirmed in writing by the receiving party sending the notice at the addresses as specified for the purpose in the notification of award/contract. The notice will be effective when delivered. In case the other party refuses to accept the notice, the notice shall be deemed to have become effective one week after the date of dispatch through registered post.
- 36. Taxes and Duties**
- The Printer shall be entirely responsible for all taxes, duties, License fees, etc., incurred until delivery of the contracted Goods to the NCERT. However, GST in respect of the transaction between the NCERT and the Printer shall be payable extra .

Printer's copy

CHAPTER VI
(On non-judicial stamp paper of Rs. 100/-)

CONTRACT AGREEMENT

THIS AGREEMENT made on the..... day of....., 2023 between National Council of Educational Research and Training (hereinafter called "the NCERT") of the one part and (Name of Printer) M/s.....
(address).....

..... (hereinafter called "the Printer") of the other part.

WHEREAS the NCERT has empanelled the Printer for Plate making, Printing, Binding, Packing and Forwarding of the printed material based on his/her application and whereas the printer has accepted the Schedule of Rates offered by the NCERT to the Printers.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The contract Agreement consists of the following documents which is the part of Application Form for empanelment of Printer supplied by the NCERT.

Chapter	Particulars
Chapter-I	Guidelines to Applicants
Chapter– II (Part-C)	Schedule of Requirements and specifications
	Schedule of Rates for Printing and Allied services
Chapter- V	Conditions of Contract

3. In consideration of the payments to be made by the NCERT to the Printer as hereinafter mentioned, the Printer hereby covenants with the NCERT to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Conditions of Contract.
4. The NCERT hereby agree to pay the Printer in consideration of the provision of the Services and the remedying of defects therein, the Schedule of rates as finalized by the NCERT and accepted by the Printer or such other sum as may become payable under the provisions of the Schedule of Rates applicable at the time and in the manner prescribed by the Conditions of Contract.
5. The NCERT reserves the right to cancel the panel of Printers at any point of time without pointing any reason.
6. The NCERT reserves the right to give work order or not to give the work order to all or any of the empanelled Printer/s.
7. The Contract Agreement will be valid for two years.
8. GST where applicable will be reimbursed if claimed.

Authorized Signatory of the Firm

Head
Publication Division
NCERT

Witness

CHAPTER VI
(On non-judicial stamp paper of Rs. 100/-)
CONTRACT AGREEMENT

THIS AGREEMENT made on the..... day of....., 2023 between National Council of Educational Research and Training (hereinafter called "the NCERT") of the one part and (Name of Printer) M/s.....
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4. The NCERT hereby agree to pay the Printer in consideration of the provision of the Services and the remedying of defects therein, the Schedule of rates as finalized by the NCERT and accepted by the Printer or such other sum as may become payable under the provisions of the Schedule of Rates applicable at the time and in the manner prescribed by the Conditions of Contract.
5. The NCERT reserves the right to cancel the panel of Printers at any point of time without pointing any reason.
6. The NCERT reserves the right to give work order or not to give to work order to all or any of the empanelled Printer/s.
7. The Contract Agreement will be valid for two years.
8. GST where applicable will be reimbursed if claimed.

Authorized Signatory of the Firm

Witness

Head
Publication Division
NCERT

PRINTERS' CHECKLIST FOR APPLICATION FORM

Before submitting the Application Form (duly filled in) through CPP portal. Please ensure that you have attached the following documents (self-attested photocopy) and the said formalities completed.

S. No	Details of the Documents to be submitted on line (Please ensure that all the documents are numbered before scanning)	Yes/No	Page No.
1.	- Scanned Copy of the valid License/Registration to run the press (of all the premises where printing and binding machineries etc. are installed) issued by concerned local Govt. body, ESI registration and EPF registration Documents. - Scanned copy of Press Declaration before the Police Commissioner/Magistrate for running /having a press.		
2.	Copy of transaction details for online payment of Rs. 22,000/- to Publication Division, NCERT i.e.Rs. 2000/- and Rs. 20,000/- towards application fee and processing fees.		
3.	Scanned copy of the Documentary evidence of existence for 5 years of the printing press.		
4.	Scanned copy of the Copies of Print Job Orders (Book printing) issued by print buyers to establish minimum 3 (three) years in book production.		
5.	Scanned Copy of the Registered Partnership Deed, if the firm is a Partnership concern or Copy of the Memorandum of Association, if the firm is a Private Limited Company or Copy of the document(s) establishing Proprietorship, if the firm belongs to an individual. In case of others scanned copy of Constitution certificate.		
6.	Scanned Copy of the Pan Card of the firm (in case of proprietorship firm PAN card of proprietor will work), GST Registration.		
7.	- Scanned Copies of the Purchase documents invoices/bills of the Printing machineries confirming make and Year of Manufacture of the machines and equipments. - Scanned Copy of the affidavit given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-IV) duly attested by the Notary.		
8.	Scanned Copy of the document(s) establishing the status of all the premises (owned/rented or on lease as the case may be) where the machines are installed. a. Copy of the latest House Tax payment receipt if the premises is/are owned by the printer. b. Copy of the Lease Deed/Rent Agreement if the premises is hired.		
9.	Scanned copy of Affidavit in given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-VI).		

10.	Application for empanelment Chapter III duly filled, Bid Submission Letter ChapterIV (Part A), Conditions of Contract Chapter V, and Printer's Check list for Application Form (Annexure I) duly signed and stamped.		
11.	The letter of authorization to sign the documents in cases where application and other documents are not signed by the Proprietor/Partners/Director.		
12.	Audited Financial Statements of for three years i.e. Financial Year 2019-20, 2020-21, & 2021-22 . Documents supporting a minimum average annual turnover of at least one crore in the last three years as per their Audited Financial Statements or CA Certified and duly backed by GST Returns..		
13.	Scanned Copy of the affidavit given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) of Integrity Pact in the format enclosed (Annexure-III) duly attested by the Notary.		

Signature of the Authorized Signatory
of the firm with stamp

Letter Confirming Acceptance of Rates Offered by NCERT

To

Head
Publication Department
NCERT
Sri Aurobindo Marg,
New Delhi 110016.

Ref.: NCERT's letter no. Dated.

Sirs,

1. I/We hereby confirm our unconditional acceptance of the schedule of rates offered by NCERT in the letter cited above. In token of our acceptance we return herewith a copy of the schedule of rates duly signed and stamped.
2. I/we have online transferred Rs. 2,00,000/- (Rupees Two Lakhs) as Security Money to Publication Division, NCERT. Copy of transaction details for online payment of Rs. 2,00,000/- is enclosed.
3. I/We accept that this Security Money (Rs. 2,00,000/-) shall remain with the NCERT till the name of our firm exists on the panel of NCERT Offset Printer and no interest on the Security Money shall be claimed by me/us or my/our successor or nominee at any point of time.
4. I/We have signed the Contract Agreement after fully understanding and accepting the terms and conditions of Contract. Both the copies of the Contract Agreement are enclosed for counter signature on behalf of the NCERT.

Signature of the Authorised Signatory
of the firm with stamp

Enclosures:

1. Two copies of Contract Agreement.
2. Copy of transaction details for online payment of Rs. 2,00,000/-.
3. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-III) Integrity Agreement duly attested by the Notary.
4. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-IV) declaring the printing and binding machines owned by the printing press duly attested by the Notary.
5. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-VI)

INTEGRITY PACT

To,

The Secretary
NCERT,
New Delhi-110016

Sub: Submission of bid for Formulation of Schedule of Rates for Offset Printing and Allied Services and Empanelment of Offset Printers for printing of NCERT books.

Dear Sir,

I/We acknowledge that NCERT is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the e-Tender Notice is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the e-Tender Notice..

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NCERT. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NCERT, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to Sign the relevant contract on behalf of NCERT)

This Integrity Agreement is made at.....on thisday of..... 2023

BETWEEN

Secretary NCERT , New Delhi.....,(Here in after referred as the Principal/Owner, which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company) through (here in after referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

Preamble

WHERE AS the Principal/Owner has floated the Tender No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Hiring of tax consultant for filing GST of NCERT New Delhi and its constituent units.

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary

actions as per internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

2) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

3) Forfeiture of Performance Guarantee/Security Deposit:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.

4) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders from the tendering process who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tendering or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

1) This Pact begins when both the parties have legally signed it. It expires for the Contractor /

Vendor 04 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority of NCERT.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the NCERT New Delhi of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have

3) not been made.

4) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to the original intentions.

6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8-LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1 (Signature, name and address)

2 (Signature, name and address)

PRINTING MACHINES

1. No. of Folding machines	.....	Size(s)	.....	Folds	.....
2. No. of Cutting Machines	.....	Size(s)	.....	.....	.....
3. No. of Perfect Binding Machine	.....	No. of Clamps	.....		
	.....	No. of Clamps	.....		
	.....	No. of Clamps	.....		
4. No. of Stitching Machines	.....	Single Staple	.....	Double	.....

2. That the contents of the accompanying application form and documents as submitted by me may be treated as part and parcel of this affidavit and it is stated that the said contents are true to the best of my knowledge, information and belief.

DEPONENT

VERIFICATION

Verified on this.....day of.....2023 at.....that
I/We.....S/o.....
...Prop./Partners/Managing Director of M/s.....
(address)that all the information
stated above is true and correct to the best of my knowledge and belief and nothing material
has been concealed therefrom..

Deponent

Printing Bill Checklist**Payment request for Full Payment**

From : M/s.

.....

.....

To,
The Head,
Publication Department
NCERT
Sri Aurobindo Marg
New Delhi-110 016

Subject :**Ref.: Order No.** **dated****Print Order** **copies (by Web / by Sheets Fed)**

Sir,

Enclosed please find the Bill No. dated for Rs.
pertaining to the subject title with the request to kindly arrange payment to our bill as, we have
completed the order.

The details of supply of books to your Godown are as under :

Sl. No.	Challan No.	Date	NIE Godown	Noida Godown	No. of Copies Supplied
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
Total Supply					
Short Supply					
The cost of short supply may be deducted from our bill					

The copies of the Challans for the supply of books duly signed and stamped by Book Stores in
confirmation of receipt of books are enclosed with the bill.

PAPER ACCOUNT

Quality Text Paper : Size GSM				Quality Cover Paper/Board : Size GSM			
Receipt of Paper				Receipt of Paper/Board			
Sl. No.	Challan No.	Date	Qty.	Sl. No.	Challan No.	Date	Qty.
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Receipt				Total Receipt			
Total Consumption				Total Consumption			
Balance Returned if any vide				Balance Returned if any vide			
Challan No.		Dated		Challan No.		Dated	
Balance Paper, if any				Balance Paper/Board, if any			
The cost of balance paper if any may be deducted from our bill							

The photocopies of the Challan vide which the paper has been received are enclosed.

The positives, illustration, print outs, press copy, checked Ferro proofs, CD whatever given to us in respect of this job has/have been returned by us vide Challan No. and date given below:

Sl. No.	Item	Challan No.	Date
1.	Positives (Text and Cover)		
2.	Illustrations		
3.	Print Outs and CD		
4.	Press Copy		
5.	Check Ferro Proofs		

Thanking you,
Yours faithfully,

()

for

For Official Use only

The bill of the printer, details of which are given above at page-1 (Printer's Check List) along with the enclosures is forwarded to Paper Stores/Book Stores for release of necessary certificates on the back of the bill.

S.O. (Paper Stores) / B.M.

AFFIDAVIT

I/We.....S/o..... aged.....
 Proprietor/Partners/Managing Director..... of
 M/s..... and having
 my registered/corporate office at.....do hereby solemnly affirm and declare as
 under:

- Bidder financial standing: That the bidder is not under liquidation, court receivership or similar proceedings and not bankrupt;
- No case is pending against the firm with regard to criminal case under IPC/CrPC and Copyright Law.
- No litigation under GST Act / Income Tax Act / Companies Act and Copyright Act or any other Law which has criminal consequences is pending
- The bidder has never been blacklisted by any Government/Semi Govt./Govt. Undertaking or by any Autonomous Organization set up by the State / Union Governments.
- All the information provided by the bidders are correct to the best of their knowledge and belief and nothing has been concealed therefrom.
- If any case is registered against the bidder during the Contract period, it should be immediately informed in writing to the NCERT.
- Bid shall remain valid for a period of 180 (One hundred and Eighty) days reckoned from the last date of submission of Bid.
- Printer will not refuse any assigned job irrespective of number of colours, pages, size and quantity.

DEPONENT

VERIFICATION

Verified on this.....day of.....2023 at.....that
 I/We.....S/o.....
 Prop./Partners/Managing Director of M/s.....
 (address)that all the information
 stated above is true and correct to the best of my knowledge and belief and nothing material
 has been concealed therefrom..

Deponent