

Last date for submitting the Application form is 31.07.2017

Price ₹ 1000.00



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

Sri Aurobindo Marg, New Delhi 110016

Application and Document for Empanelment of Printers - 2017

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SECTION I

GUIDELINES TO APPLICANTS

The NCERT is an autonomous organisation under the Ministry of Human Resource Development, Government of India and is engaged in development of various educational materials including textbooks for Class I – XII in Hindi, English and Urdu language. These textbooks are distributed through Vendors empanelled by NCERT, throughout the country.

These textbooks are printed in single, two and four colours in various sizes. The print order of these books runs from 100 copies to 7,00,000 copies. The total quantity of the books produced in an academic session is approx 3.5 to 5 crores. The detail requirements and specifications of the NCERT's print jobs are enumerated in Section III 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 application forms received from the printers will be scrutinised with reference to the qualification criteria mentioned in Section II of this document. So, before applying for empanelment, please ensure that you fulfill the prescribed minimum qualification criteria and accept the printing schedule of rates, a copy of which is enclosed for your reference, and also confirm to abide by the conditions of contract wide section-VI of the document.

All applicants have to submit a processing fee (non-refundable) in shape of a demand draft of ₹20,000/-(Rupees Twenty Thousand only) in favour of Publication Division, NCERT payable at New Delhi, failing which their applications will not be processed.

The applications of only such printers who fulfill the minimum criteria for empanelment and accept the NCERT's printing schedule of rates and confirm their acceptance to abide by the condition of contract will be considered. Their establishments will be inspected by a Technical Committee. After inspection of the presses, if the press is found suitable, the printer will be asked to submit a security Money of ₹1.00,000/-(Rupees One Lakh only). This Security will remain with NCERT till the printer is on the panel of NCERT and no interest will be paid by the NCERT on the security money deposited by the printer.

After the receipt of the Security Money by the NCERT and signing of the contract agreement by the Printer, the empanelment process will be completed. This empanelment can be terminated if found guilty under clause 30 of Section VI (Conditions of Contract).

Before submitting the application form duly filled in, please ensure that you have attached the duly attested photo copies of all the documents and the original documents as listed in the Printer's Checklist enclosed as Annexure –II.

You have to submit the application form (section IV), schedule of rates for offset printers-2012 (section V), conditions of contract (section VI) and contract agreement in duplicate (section VII) duly signed and stamped on each page.

A demand draft of ₹ 1000/- (Rupees One thousand) only from a scheduled bank in favour of Publication Division, NCERT payable at Delhi be submitted (as cost of Application Form) with the application, in absence of which the application will not be considered.

Thanking You

Yours Faithfully

Head, Publication Division

SECTION II

QUALIFICATION CRITERIA

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 1990. Printing machine manufactured before the cut of year of 1990 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 2 (two) 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 Licence/Registration to run the press (of all the premises where the machineries etc. are installed) issued by concerned local Govt. body or Declaration before the Police Commissioner/Magistrate for running /having a press
- 1.05 The applicant printer should have PAN number issued by Income Tax Deptt. in the name of the company/firm, VAT registration with TIN number, Sales Tax Registration and GST Registration.
- 1.06 The applicant printer should have ownership documents in support of all equipments, printing and binding machines.
- 1.07 An affidavit on non-judicial stamp paper of Rs.100/- stating that no case is pending against the Printer under copyright act and the Printer has never been blacklisted by any Government/Semi Government/Government Undertaking or by any Autonomous Organisation.
- 1.08 An affidavit on non-judicial stamp paper of Rs.100/- stating that printer will not refuse any assigned job irrespective of number of colours and size.
- 1.09 Press should have the display board outside the press premises confirming the press name.
- 1.10 Minimum criteria for empanelment is as under:

1. Plate Making:

Printers must have Full-fledged Platemaking Unit with pasting table and Printing Down Frame at their premises. CTP or CTCP system is desirable.

2. Printing Machines:

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

- (a) 1 (One) Machine- 4 (four) colours Sheet Fed Offset Printing machine of not less than 23"×36" size.
- (b) 1 (One) Machine - 2 (two) colours or more colours Sheet Fed Offset Printing machine of not less than 23"×36" size.

- (c) 1 (One) Machine - single colour or multi colour machine of not less than size 23"x36" Or 1 (One) Web offset machine of 2 (two) colours or more colours of size 20" or 22.75" cut size

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 1".
- (c) 2 (two) Perfect Binding machines, one machine of 3 (three) clamps and 1 (one) machines of 1 (one) clamp.
- (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 (100 sq. meter minimum) space for the safe storage of paper and printed forms and books.

5. **Generator of at least 50 KVA**

SECTION III

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 7,00,000 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 is provided by the NCERT and lifted by the Printer. 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 Octevo	18.4 cm x 24.0 cm 12 cm x 17.8 cm
III.	28" Reel (71 Cms)	Crown Quarto Crown Octevo	17.0 cm x 24.0 cm 12 cm x 17 cm
IV.	23" X 36" (58.5 x 91 Cms)	Demy Quarto Demy Octevo	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 Octevo	15.8 cm x 24.0 cm
<u>Cover Board</u>			
I.	21" x 30" (53 × 76cms)	For Crown Quarto and Crown Octevo size of books	
II.	20" x 25" (51 × 63.5 cms)	For Demy Quarto and Demy Octevo 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 through out 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 through out 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 formes 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 formes it should be ensured that no such forme is folded which is torn or has spots, scum and or is not perfect in printing.
- 05.03 While gathering the formes it should be ensured that only one forme from each pile of formes, (arranged in sequence) is lifted/gathered, so that no double or extra forme of the same number is found in the book or no forme is found missing in sequence.
- 05.04 After gathering the sets of formes 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 centre or side stitched should have two wire staples of appropriate gauge (suiting to the bulk of the book) and length to hold all the Sections 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 formes 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 section 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 Section 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 millimetres 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/Section 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 centre stitched or side stitched, Section Sewn or Perfectly Bound as per specifications given in the Job Order should be packed pursuant to clause 06 of section VI (Conditions of Contract) are to be delivered at the NCERT godown at NIE Campus, CWC Godown at NOIDA, Sahibabad and or at NCERT's Regional Production-cum-Regional 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 64 pages	50
b)	65 pages to 120 pages	25
c)	121 pages to 180 pages	20
d)	181 pages to 360 pages	10
e)	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 (whatever 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 shall issue the requisite quantity of Text and Cover paper for printing of job assigned to the Printer. The paper shall be lifted by 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.

Section IV

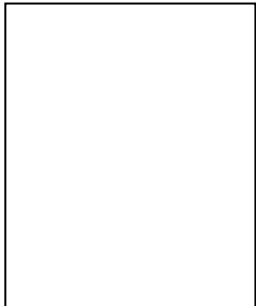
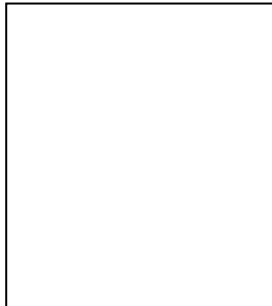
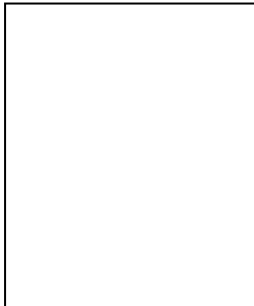
Application Form for Empanelment on the panel of NCERT Offset Printers

- 1. **Name of the Printer** :
- 2. **Address**
Registered Office: **Works:**
.....
.....
.....
Telephone No./s **Telephone No./s**
.....
.....
Email Address **Email Address**
- 3. **Date of Establishment of the Firm** ____/____/____
- 4. **Status of the firm:**

- (a) Proprietary Concern
- (b) The Indian Partnership Act 1932
- (c) The Companies Act 1956



- 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**



.....

- 6. **Number of Units of the Press**

- 7. **Licence/Registration No.** : _____
(of all the premises where the machineries etc. are installed)
issued by concerned local Govt. body

- 8. PAN No. : _____
- 9. VAT registration with TIN no : _____
- 10. Sales Tax Registration No. : _____
- 11. GST No. : _____

- 11 Status of Printer's Premises Total Covered Carpet Area: _____ Sq. Mts.
- (UNIT – I) : Storage Space: _____ Sq. Mts.
 Height: _____ Mts.
 Belongs to the owner of the Press Yes/No
 On lease/rent Yes/No
- (Unit – II) : Total Covered Carpet Area: _____ Sq. Mts.
 Storage Space: _____ Sq. Mts.
 Height: _____ Mts.
 Belongs to the owner of the Press Yes/No
 On lease/rent Yes/No

12. 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

13. Details of Machinery and Equipment
- (I) Plate Making
- Details of the machinery and equipment
- (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 & Model _____
- Above machines are installed at 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, Make & Model	Output in Ream	Size, Make & Model	Output in Ream	No. of folds operative
1.					
2.					
3.					
4.					
5.					
2 Colour Sheet Fed		2 Colour Web			
S.No.	Size, Make & Model	Output in Ream	Size, Make & Model	Output in Ream	No. of folds operative
1.					
2.					
3.					
Single Colour Sheet Fed		Single Colour Web			
S.No.	Size, Make & Model	Output in Ream	Size, Make & Model	Output in Ream	No. of folds operative
1.					
2.					
3.					

Total staff on Machines : Four Colour Two Colour Single colour

Details of Printing Machine Installed at

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, Make & Model	Output in Ream	Size, Make & Model	Output in Ream	No. of folds operative
1.					
2.					
3.					
4.					

2 Colour Sheet Fed			2 Colour Web		
S.No.	Size, Make & Model	Output in Ream	Size, Make & Model	Output in Ream	No. of folds operative
1.					
2.					
3.					

Single Colour Sheet Fed			Single Colour Web		
S.No.	Size, Make & Model	Output in Ream	Size, Make & Model	Output in Ream	No. of folds operative
1.					
2.					
3.					

Total staff on Machines : Four Colour Two Colour Single colour

Add details in the above format if there is any more Unit of the press

III **Number of Supervisory Staff in Printing Machine Units** : Unit I: + Unit II : =

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**

No. of Cutting Machines

Unit I Unit II =

(a) **Cutting Machines (programmed)**

Size _____ Make _____

(b) **Cutting Machines**

Size _____

(c) **Three Side Trimmer**

No. of Machines _____ Size/s _____

II Stitching Machine(s) (Wire)
Unit I & II

Single Stapler

Double Stapler

No. of Machines

Unit I Unit II =

Unit I Unit II =

Max. number of pages on

Single Stapler

Double Stapler

Output in Single Shift of 08 hours on

Single Stapler

Double Stapler

_____ Books of 64 – 120 pages
(Crown 4 to/A₄ sizes)

_____ Books of 64 – 120 pages
(Crown 4 to/A₄ sizes)

III Section Swing Machine

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)

No. of Machines

IV Folding Machine (Knife/Buckle)

Total Output in a Shift of 08 hours

Manual Folding in a Shift of 08 hours

No. of Machines Size/s _____

_____ Section/sheet (4 Folds)

_____ Section/sheet (4 Folds)

V Flow Line Binding Machine Capacity

Total output in Single Shift of 08 hours

No. of Machines _____ Station _____

_____ books of _____ Sections

VI Perfect Binding Machine

Single Clamp _____ Three Clamps _____

More than Three Clamps _____

Total Number of Machine _____

Single Clamp _____ Three Clamps _____

More than Three Clamps _____

(i) Output in a shift of 08 hours
on Single Clamp(_____ machines)

(ii) Output in shift of 08 hours
_____ Clamps(_____ machines)

(iii) Output in shift of 08 hours
_____ Clamps(_____ machines)

(iv) Output in shift of 08 hours
_____ Clamps(_____ machines)

_____ books (Size _____)

_____ books (Size _____)

_____ books (Size _____)

_____ books (Size _____)

VII **Total Output in a Shift of 08 hours**
On perfect binding machines

VIII **Output on All trimming machines in a shift of 08 hours**

: _____ books

15. **Strapping Machine Packing Capacity in a Shift of 08 hours**

: _____ books

16. **Name of the Ink manufacturing Company/ies whose ink is used by the firm**

: No. of Machines _____ Make _____
_____ books (Crown 4 to/A4 sizes)

(in packets of _____ to _____ books)

: Black: _____

Four colour set:.....

17. **Name of the Glue Manufacturing firm/s whose glue is being used for perfect binding**

: _____

18. **Whether Generator is intalled? 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 Authorised
Signatory of the Firm (with stamp)

Dated: _____

Name: _____

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



PUBLICATION DEPARTMENT NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING

Schedule of Rates for Printing by Offset Process and Allied Services *with effects from 10th January 2012*

1. PLATE MAKING AND PRINTING CHARGES

Sr. No.	Specifications / Sizes	PRINTING															
		Plate Making		PRINTING												Rebate on Web Printing	
		CTP Rate per plate	PS 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	Extra % for printing on Art Paper / Card	Rebate in per centage (%) for printing on normal web Machine	Rebate in per centage (%) for printing on Heat set web Machine	
Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	%	%	%		
(I)	Rate per colour per side of a sheet of size 30" x 40" or 28"x40" or 26" x 40" or 27"x34"	600.00	400.00	300.00	125.00	800.00	90.00	2575.00	85.00	4625.00	80.00	8550.00	75.00	25%	10%	-	
(II)	Rate per colour per side of a sheet of size 24" x 34" or 23"x36" or 22.8" x 34"	550.00	375.00	266.00	104.00	640.00	70.00	2000.00	65.00	3570.00	60.00	6520.00	55.00	25%	10%	-	
(III)	Rate per colour per side of a sheet of size 20" x 30" or 20"x28" or 20"x26" or 17"x27"	505.00	300.00	200.00	83.00	520.00	40.00	1300.00	38.00	2230.00	37.00	4050.00	36.00	25%	10%	-	
(IV)	Rate per colour per side of a sheet of size 18" x 23" or 17"x22.8" or 17"x24"	500.00	300.00	150.00	62.00	380.00	30.00	980.00	28.00	1680.00	25.00	2930.00	23.00	25%	10%	-	
(V)	Rate per colour per side of cover of size 21"x30" or 21"x 28" or 18.8"x28" or 22"x28"	500.00	300.00	350.00	145.00	850.00	140.00	3575.00	135.00	6150.00	130.00	12525.00	125.00	25%			
(VI)	Rate per colour per side of cover of size 19" x 24" 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	25%			

2. BINDING CHARGES

Folding and gathering of formes for binding of books						Rate per 1000 formes												
Per Forme of 16 pages		Per Forme of 8 pages		Per Forme of 4 pages		Per Forme of 2 pages		Sewing of formes 16pp/8pp/4pp (Section Sewn Books only)		For Side Stitched Books		For Center Stitched Books		Cover drawn on Perfect binding machine* for Side Stitched or Section Sewn or Perfect Bound Books				
Rate per 1000 formes	Rebate in percentage (%) if printed on web offset Machine	Rate per 1000 formes	Rebate in percentage (%) if printed on web offset Machine	Rate per 1000 formes	Rebate in percentage (%) if printed on web offset Machine	Rate per 1000 formes	Rebate in percentage (%) if printed on web offset Machine	Rate per 1000 formes	Rebate in percentage (%) if printed on web offset Machine	Side Stitching by wire at two places upto 200 pages	Side Stitching by wire at two places above 200 pages	Cover drawn on duly creased and centrally stitched by wire at two places	For books upto 200 pages in Crown 4 to or Royal 8Vo or A4 NCERT Sizes	For books above 200 pages in Crown 4 to or Royal 8Vo or A4 NCERT Sizes	For books upto 200 pages in Crown 4 to or Royal 8Vo or A4 NCERT Sizes	For books above 200 pages in Crown 8VO or Demy 8VO or Foolscap 4to sizes	For books upto 200 pages in Crown 8VO or Demy 8VO or Foolscap 4to sizes	
Rs. P.		Rs. P.		Rs. P.		Rs. P.		Rs. P.		Rs. P.		Rs. P.		Rs. P.		Rs. P.		Rs. P.
52.00	10%	48.00	10%	40.00	10%	35.00	10%	80.00	10%	80.00	100.00	100.00	80.00	100.00	1200.00	1400.00	1300.00	1500.00

Rate for printing of Forme smaller than sizes at Column No. (III) and (IV) above will be regulated after converting into respective column wise sizes
 Printing charges of Covers will be regulated in multiple ups after converting into respective size given at column no. (V) and (VI)
 For Print order more than 1,00,000 copies printer can claim for additional set of platemaking
 For Printing on web; where 28" reels will be supplied and rates shall be regulated on the basis of 28" x 40" size

3. PACKING AND FORWARDING

Supply of books to NCERT godown at Delhi/NCR or RPDC godowns at Ahmedabad, Bangalore, Kolkata and Guwahati. duly packed; using duplex board of at least 150 GSM on the top and bottom of the bundles and information slip duly printed should be pasted/printed on the duplex board at the both sides of bundles, thereafter it should be tied with strips making cross on the bundle. (strip packing widthwise and lengthwise)

Minimum Charges	Books up to 64 pages containing 50 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 181-360 pages containing 10 books in a packet		Books 361 & above pages containing 5 books in a packet	
	For books in Crown 8vo (12 cm x 17.8 cm) or Demy 8vo (14 cm x 21.5 cm) or Foolscap 4to (16.5 cm x 20.3 cm) sizes	For books in Crown 4to (17.0 cm x 24.0 cm) or Royal 8vo (15.8 cm x 24.0 cm) or A4 NCERT (21 cm x 27.5 cm) Sizes	For books in Crown 8vo (12 cm x 17.8 cm) or Demy 8vo (14 cm x 21.5 cm) or Foolscap 4to (16.5 cm x 20.3 cm) sizes	For books in Crown 4to (17.0 cm x 24.0 cm) or Royal 8vo (15.8 cm x 24.0 cm) or A4 NCERT (21 cm x 27.5 cm) Sizes	For books in Crown 8vo (12 cm x 17.8 cm) or Demy 8vo (14 cm x 21.5 cm) or Foolscap 4to (16.5 cm x 20.3 cm) sizes	For books in Crown 4to (17.0 cm x 24.0 cm) or Royal 8vo (15.8 cm x 24.0 cm) or A4 NCERT (21 cm x 27.5 cm) Sizes	For books in Crown 8vo (12 cm x 17.8 cm) or Demy 8vo (14 cm x 21.5 cm) or Foolscap 4to (16.5 cm x 20.3 cm) sizes	For books in Crown 4to (17.0 cm x 24.0 cm) or Royal 8vo (15.8 cm x 24.0 cm) or A4 NCERT (21 cm x 27.5 cm) Sizes	For books in Crown 8vo (12 cm x 17.8 cm) or Demy 8vo (14 cm x 21.5 cm) or Foolscap 4to (16.5 cm x 20.3 cm) sizes	For books in Crown 4to (17.0 cm x 24.0 cm) or Royal 8vo (15.8 cm x 24.0 cm) or A4 NCERT (21 cm x 27.5 cm) Sizes
Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.	Rate per 1000 books Rs. P.
550.00	275.00	290.00	295.00	300.00	310.00	320.00	350.00	360.00	390.00	400.00

4. WASTAGE OF PAPERS

		Percentage (%) of Wastage of Paper for Sheet Printing												Percentage (%) of Wastage of Reel Paper including core and thabba for web printing (normal/heat set)										
Sr. No.	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			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	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%	1%	2%	3%	3%	4%	5%	3%	4%	4%

5. COVER FINISHING

Lamination Charges per 100 sq.cm.	Gloss		Mat Finish	
	Rs. P.	Rs. P.	Rs. P.	Rs. P.
	0.1000	0.1000	0.1200	0.1200

SECTION VI
CONDITIONS OF CONTRACT

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SECTION VI
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 three years.
- 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

- 03.01 The jobs performed under this Contract Agreement shall conform to the standards mentioned in Schedule of Requirements and Specifications (Section IV).

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 co-operation 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 Section III, 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 back to the respective printer.

07 Delivery and Documents

- 07.01 Advance copies of the printed book 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 despatches 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 Within 24 hours of despatch, the Printer shall notify the NCERT and the consignee, the full details of despatches.

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 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 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)
- 09.02 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 may 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.

- 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
- i. *Printer's Check list duly filled in (Annexure III).*
 - ii. Delivery Challans in original duly signed and stamped by the NCERT's Book Stores, in confirmation of receipt of goods.
 - iii. Original Challans for the return of Positives/CRC's/CD and or Press copies etc. duly signed by the NCERT in confirmation of return of the said materials.
 - iv. Original Challan duly signed by Paper Stores of the NCERT if any balance paper has been returned to the NCERT's Store.
 - v. 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 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 of on submission of his/her 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 executive 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 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 positives within 15 days failing which action will be taken as per clause 23.
- 14.03 The Printer shall not assign, in whole or in part, its obligations to perform under the Contract Agreement, except with the prior written consent of the NCERT.

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 wholesalers 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 @ 2% 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 10% (ten 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 10% 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 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.
<i>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.</i>		

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
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		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 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.

22. 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.

23. Late Return/Submission of Film Positives

The entire positives 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 day of default shall be made.

24. Termination for Default

24.01 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 fraud and corruption, in competing for or in securing the job(s) or executing the Job Order(s).

24.02 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.

25. Force Majeure

25.01 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.

25.02 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:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, sabotage by persons other than the Printer's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot commotion, disorder, strike or lockout by persons other than the Printer's Personnel,
- (iv) 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
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

25.03 If a Force Majeure situation arises, the Printer shall promptly notify the NCERT in writing 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.

26. Enhanced /additional Print Order

26.01 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:

26.02 By revising the job order placed with the Printer.

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

27. Reduced/Restricted Print Order

27.01 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.

28 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.

29. Termination for Convenience

- 29.01 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.
- 29.02 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.

30. Removal from the Panel of Printer

- 30.01 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 an opportunity to do so.
- 30.02 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.
- 30.03 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.
- 30.04 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.
- 30.05 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.
- 30.06 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.

- 30.07 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.
- 30.08 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.

31. Resolution of Disputes

- 31.01 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.
- 31.02 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.
- 31.03 The dispute resolution mechanism to be applied pursuant to Clause 26.02 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 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.

- 31.04 The venue of arbitration shall be New Delhi.

32 Governing Language:

- 32.01 The Contract Agreement shall be written in English or Hindi.

33. Notices

- 33.01 Any notice given by one party to the other pursuant to Contract Agreement shall be in writing and the delivered to the other party. If a notice is faxed then it will be confirmed in writing to the other Party's address specified for the purpose in the Contract Agreement. 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

34. Taxes and Duties

The Printer shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the NCERT. However, Sales tax/VAT (not surcharge in lieu of Sales tax) in respect of the transaction between the NCERT and the Printer shall be payable extra.

SECTION VII
CONTRACT AGREEMENT

THIS AGREEMENT made on the..... day of....., 2017 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.

Section	Particulars
This Contract Agreement	
Section-I	Guidelines to Applicants
Section - III	Schedule of Requirements and specifications
Section - V	Schedule of Rates for Printing and related work
Section - VI	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 covenants to pay the Printer in consideration of the provision of the Services and the remedying of defects therein, the Schedule of rates as finalised 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 Contract Agreement will be valid for three years.
6. Value Added Tax (VAT)/ Sale Tax/ GST where applicable will be reimbursed if claimed.

Authorised Signatory of the Firm

NCERT

Witness

CONTRACT AGREEMENT

THIS AGREEMENT made on the..... day of....., 2017 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.

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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 covenants to pay the Printer in consideration of the provision of the Services and the remedying of defects therein, the Schedule of rates as finalised 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 Contract Agreement will be valid for three years.
6. Value Added Tax (VAT) Sale Tax where applicable will be reimbursed if claimed.

Authorised Signatory of the Firm

Head
 Publication Division
 NCERT

Witness

Printing bill Check List
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.					
18.					
19.					
20.					
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.

PRINTERS' CHECK-LIST FOR APPLICATION FORM

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

1. Copy of the Licence/Registration to run the press (of all the premises where printing and binding machineries etc. are installed) issued by concerned local Govt. body.
2. Declaration before the Police Commissioner/Magistrate for running /having a press.
3. Two Demand Draft of ₹ 1000/- and ₹ 20,000/- each in favour of Publication Division, NCERT payable at New Delhi towards application fee and processing fees.
4. Copies of Print Job Orders (Book printing) issued by print buyers to establish 2 (two) years in book production.
5. Copy of the Registered Partnership Deed, if the firm is a Partnership concern.
6. Copy of the Memorandum of Association, if the firm is a Private Limited Company.
7. Copy of the document(s) establishing Proprietorship, if the firm belongs to an individual.
8. Copy of the Pan Card, VAT registration and Sales Tax Registration.
9. Copies of the Purchase documents of the Printing machineries and equipments. Moreover, submit an affidavit (in original) given by authorised signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed (Annexure-III) duly attested by the Notary.
10. 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 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.
11. An Affidavit (in original duly attested by the Notary) given by authorised signatory on non-judicial stamp paper of ₹ 100/- (one hundred) stating that no case is pending against the firm with regards to the Copy Right Act and the press/concern has never been black-listed by any Government/Semi Govt./Govt. Undertaking or by any Autonomous Organisation.
12. An Affidavit (in original duly attested by the Notary) given by authorised signatory on stamp paper of ₹ 100/- (one hundred) only stating that all the information provided in the Application are correct to the best of his/her knowledge and belief.
13. An affidavit on non-judicial stamp paper of ₹100/- stating that printer will not refuse any assigned job irrespective of number of colours and size.
14. Application for empanelment is to be given in the prescribed form enclosed as Section IV.
15. You have to submit the application form (section IV), Schedule of Requirements and specifications (Section III), schedule of rates for offset printers-2012 (section V), conditions of contract (section VI) and contract agreement in duplicate (section VII) duly signed and stamped on each page.

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:

1. That all the machinery and equipment as listed below have been purchased by me/us, and are possessed by me/us in the name of M/s.....

PRINTING MACHINES

Sr. No.	Name of Machines	Size	Colour	Make	Model (year of manufacture)
	Unit-I				
	Unit-II				
	Unit-III				

That the aforesaid printing machines are installed at (addresses)

Unit-I
 Unit-II
 Unit-III

BINDING 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	.....

That the aforesaid binding machines are installed at (address)

.....

Contd.....

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.

DEPONANT

VERIFICATION

Verified on this.....day of.....2017 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