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**EMPANELMENT OF VENDORS FOR
NCERT PUBLICATIONS**

Firms interested for empanelment as 'Vendors' for NCERT Publications from Nagaland and Mizoram may apply by 15.03.2017. For details, please visit NCERT website www.ncert.nic.in.

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



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NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING

EMPANELMENT OF VENDOR
FOR DISTRIBUTION OF NCERT PUBLICATIONS

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Section I

INVITATION FOR APPLICATION

The National Council of Educational Research and Training (NCERT), New Delhi invites application from eligible booksellers, for empanelment as Vendor, for distribution/sale of NCERT textbooks including non-textual publications for the following States:

Sl. No.	Name of the State(s)/UTs	Security Deposit for Each Vendor Empanelled	Annual Target Business for Each Vendor Empanelled
1.	Mizoram	Rs. 10,000.00	Rs. 1,00,000.00
2.	Nagaland	Rs. 10,000.00	Rs. 1,00,000.00

2. The last date of receipt of application form duly filled in is **15.03.2017**.
3. A complete set of documents may be obtained by the interested eligible booksellers, from the Administrative Officer, Publication Division, Sri Aurobindo Marg, New Delhi 110016 from 10.00 hrs. to 16.00 hrs. on all working days on submission of a written application to the above and upon payment of a non-refundable fee of Rs. 1000/- in cash or in the form of Demand Draft in favour of NCERT PD A/C payable at New Delhi. The application form and documents can also be downloaded from NCERT website at www.ncert.nic.in, and needs to be submitted along with Rs.1000/- in the shape of demand draft in favour of NCERT PD A/C.
4. If the filled in application is delivered by hand, it will be the responsibility of the applicant to ensure that the complete application is received in the office of the Administrative Officer of the Publication Division, NCERT. Alternatively, the application may be sent by Registered Post or by Speed Post to the Administrative Officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi – 110016 by the stipulated date. Any delay, even postal delay, in receipt of Application would be considered late submission of application and will be rejected. Mere submission of the application at the reception counter or at any other place/room or person shall not be considered submission of application.

Head
Publication Division

Section II

INSTRUCTION TO APPLICANTS

A. Introduction

1. Established in 1961, the National Council of Educational Research and Training (NCERT) is an autonomous organization under the Ministry of Human Resource Development, Government of India. Among other functions, the Council also brings out textbooks and other non-textual reading materials, for students of the schools affiliated to CBSE, in India and abroad. NCERT invites applications from eligible booksellers for empanelment as Vendor for the distribution of its textbooks and other publications in all the states/union territories of the country, from the date of signing of the agreement to 31st December 2017, which can be extended further depending on the satisfactory performance of the firm.
2. Eligible Applicants: This invitation for empanelment as Vendor is open to all the eligible booksellers as defined in Section III, namely Qualification Criteria. In case the applicant wishes to apply for empanelment as Vendor in more than one place, the applicant will need to submit separate application for each place.
3. Cost of Submission of Application: The applicant shall bear all costs associated with the preparation and submission of his/her application and NCERT will in no case be responsible or liable for these costs regardless of the outcome of the application submitted.

B. Documents Relating to Empanelment as Vendor:

4. The documents for empanelment as Vendor consists of all Sections indicated below and should be read in conjunction with any addendum issued in accordance with Section II, Clause 7.

Section I	Invitation for Application
Section II	Instructions to Applicants
Section III	Qualification Criteria
Section IV	Conditions of Contract for Vendor Empanelment
Section V	Letter forwarding Application Form
Section VI	Contract Form
Section VII	Record of Stock and Sales

5. NCERT is not responsible for the completeness of the documents relating to empanelment of Vendor not directly obtained from Publication Division of NCERT.
6. The applicant is expected to examine all instructions, forms and Conditions of Contract before submitting the application for empanelment as Vendor. Failure to furnish all the information and documentation required for the above purpose, may result in rejection of the application.

7. **Amendment of any Information / Documents at any Time:**

- 7.1 At any time prior to the deadline for submission of application, the Publication Division, NCERT may amend conditions of contract or instructions for applicants, by issuing an addendum.
- 7.2 The amendments, if any, will be notified on NCERT website at www.ncert.nic.in.
- 7.3 The NCERT at its discretion can extend the deadline for submission of application forms for the empanelment as Vendor.

C. Language of Documents:

8. The application form filled in or prepared by the applicants as well as all correspondence and documents relating to empanelment as Vendor shall be written in English or Hindi language, provided that any printed literature furnished by the applicant may be in another language so long as it is accompanied by self certified accurate translation in English/Hindi of its pertinent passages. All printed literatures shall be authenticated by the applicant.
9. **Documents Comprising Application:** The application submitted by the applicant should be accompanied by the following:
- (i) The application form if downloaded from NCERT website should be submitted along with a bank demand draft of Rs. 1000/- as application fee.
 - (ii) Documentary evidence regarding the office and godown space available with the applicant as specified in Section III Qualification Criteria.
 - (iii) Trading Account, Profit and Loss Account and Balance Sheet duly authenticated by Chartered Accountant indicating Annual Turn Over of the firm for the previous two years.**(i.e.2014-15 and 2015-16).**
 - (iv) Certified Copy of latest Income Tax return and PAN card in the name of Proprietor in case of a proprietary firm or in the name of the firm in case of partnership /Pvt. Ltd Company.
 - (v) An Affidavit on Non-Judicial Stamp Paper of Rs. 10/- (Rupees Ten) Stating that no case is pending against the firm under Copyright Act and all the information provided through the application/documents are true, complete and correct to the best of their knowledge and belief.
10. **Submission of Application Form:** The application form must be submitted without any alteration to its format and no addition shall be accepted. All blank spaces shall be filled in with the information requested.

11. **Security Deposit:** Security Deposit of **Rs.10,000** for each state of Nagaland and Mizoram is required to be furnished in the form of a Demand Draft in favour of the 'Publication Division, NCERT' payable at New Delhi, after empanelment as Vendor.
12. **Format and Signing of Documents:** The application shall be typed or written in indelible ink and shall be signed by the applicant or a person duly authorized to bind the applicant to the Contract. The letter of authorization shall be indicated by written power of attorney accompanying the application. All documents shall be authenticated by the applicant.

D. Submission of Application:

13. **Deadline for Submission of Application:** The application in a sealed envelope must reach the Administrative Officer, Publication Division, NCERT not later than **15.03.2017**. If the specified date for submission of application is declared as holiday for NCERT, the applications will be received on the next working day during office hours. The name of the firm and complete postal address along with the name of state for which the application is submitted, must be mentioned on the envelop in bold letters.
14. If the filled in application form is delivered by hand, it will be the responsibility of the applicant to ensure that the complete application is received in the office of the Administrative Officer of the Publication Division, NCERT. Alternatively, the application may be sent by Registered Post or by Speed Post to the Administrative Officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016 by the stipulated date. Any delay, even postal delay, in receipt of application form would be considered late submission of application and rejected. Mere submission of the application at the reception counter or at any other place/room or person shall not be considered submission of application.
15. **Late Submission of Application:** Any application received by Publication Division, NCERT, after the deadline for submission of application, will not be entertained and shall be rejected.
16. If the filled in application form is not accompanied by requisite fee as specified in Section II, clause 9 (i) of the Instructions to Applicants, the application shall not be entertained and shall be rejected.
17. NCERT may at its discretion ask the applicant(s) for any clarification with regard to the documents submitted with the application form.

E. Empanelment as Vendor

18. NCERT reserves the right to accept or reject any or all applications and to annul the empanelment process and reject any or all applications at any time prior to empanelment as Vendor without assigning any reason and thereby incurring any liability to the affected applications. The NCERT also reserves the right to increase/decrease the number of Vendors.
19. The selected applicants shall be empanelment as Vendor and shall be informed by registered letter/speed post that his/her application has been accepted for empanelment as Vendor for the concerned State/UTs/Foreign Country as specified in the empanelment Letter.
20. **Signing of Contract:** On receipt of the award letter from NCERT, the applicant shall execute a Contract in duplicate after submitting a security deposit of **Rs.10,000/-** in the form of Demand Draft issued in favour of 'Publication Division, NCERT' payable at New Delhi.
21. The Security Deposit and Contract duly signed (in duplicate) must reach the Publication Division, NCERT within 15 days from the date of receipt of the empanelment letter failing which the offer of empanelment as Vendor shall be treated as cancelled.
22. **Satisfactory Performance:** During the tenure of agreement the Vendor is required to abide by the terms and condition of the contract. Any breach of contract defined in clause 14 of Section IV (Condition of Contract) shall be treated as to contrary to satisfactory performance.
23. **Corrupt or Fraudulent Practices:** The NCERT requires the applicants to strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

Section III

QUALIFICATION CRITERIA

1. All the firms seeking empanelment as Vendor should meet the following qualifying criteria and submit their applications along with relevant documents as detailed below:
 - (i) A bonafide bookseller having at least 3 years of experience in selling books/textbooks, supported by any of the following documents:
 - (a) Certificate showing the date of initial registration of shop indicating business in book trade issued by Central Government/State Government/Local Bodies (Tehsildar, Municipal Corporation, SDM, DM) establishing 3 years existence of the firm.

or

 - (b) Income Tax or Sales Tax returns (*for financial years 2013-14, 2014-15, and 2015-16*) establishing 3 years existence of the firm indicating business in book trade.
- (ii) Photograph of the shop from inside and outside depicting Signboard of the shop indicating name and address of the firm.
- (iii) Evidence of having minimum 30 square meters of shop-cum-godown space, supported by an architect certificate or attested copy of lease agreement with the land lord specifying the area occupied.
- (iv) Copies of annual accounts, namely, Trading Account, Profit and Loss Account and the balance sheet of the last two years (*i.e. 2014-15 and 2015-16*) duly authenticated by chartered accountant indicating annual turnover, this being not less than the annual target of sale of NCERT textbooks prescribed.
- (v) Self certified latest copy of Income Tax return and PAN card in the name of proprietor in case of a proprietary firm or in the name of the firm in case of a partnership/Pvt. Ltd Company.
- (vi) An affidavit on a non-judicial stamp paper of Rs. 10/- (Rupees Ten) stating that no case is pending against the firm under Copyright Act and all the information provided through the application/documents are true, complete and correct to the best of their knowledge and belief.
- (vii) An authenticated copy of Import License for the firms applying from abroad and export license for those Indian firms applying for empanelment as Vendor for countries abroad, need to be submitted.

2. Firms which may have caused loss to the NCERT on account of their failure to fulfill commitments made by them or may have failed to abide by any of the terms and conditions of empanelment as Wholesale Agent shall not be eligible for submitting an application.

Section IV

CONDITIONS OF CONTRACT FOR EMPANELMENT AS VENDOR

Firms empanelled as Vendor shall have to purchase the minimum discounted value of textbooks of not less than Rs. 1 lakhs in a calendar year.

1. 01. Definition

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

- (a) "The Contract" means the agreement entered into between the NCERT and the Vendor as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Day" means Calendar Day.
- (d) "COC" means the Conditions of Contract.
- (e) "The NCERT" means the National Council of Educational Research and Training, New Delhi and includes its successor and assignees.
- (f) "Vendor" means the natural person, private or government entity, or a combination of the above, whose application for empanelment as Vendor has been accepted by NCERT and is named as such in the Contract Agreement.

02. Contract Documents

02.01 Subject to the order of precedence set forth below, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

- I. Invitation for Application
- II. Instructions to Applicants
- III. Qualification Criteria
- IV. Conditions of Contract for Vendor empanelment
- V. Letter forwarding Application Form
- VI. Contract Form
- VII. Record of Stock and Sales

03. Entire Agreement

03.01 The Contract constitutes the entire agreement between the NCERT and the Vendor supersedes all communications, negotiations and agreements (whether written or oral) except those mentioned in Section IV, Clause 2.01 of the parties with respect thereto made prior to the date of Contract.

03.02 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2. **Security Deposit:** Applicants are required to submit security deposit of Rs.10,000/- (Rupees Ten Thousand only) in the shape of Demand Draft. This security deposit will get forfeited and the Contract terminated if the Vendor fails to transact stipulated business or commits breach of contract as per Section IV, Clause 14.

3. **Godown Space:** Firms seeking empanelment as Vendor should have shop-cum-godown space of 30sq. mts for the storage of NCERT Publications.

4. **Period of Contract:** The Contract shall be valid from the date of signing of the agreement to 31st December 2017, which can be extended further depending on the satisfactory performance of the firm.

5. **Submission of Requirement:**

(i) The Vendor will submit for each calendar year his annual requirement of books, at the time of signing of agreement in the following format:

Sl. No.	Code no. / Title Name	Total Quantity required Month Wise											
		Jan	Feb.	Mar	Apr	May	Jun	Jul	Aug.	Sept	Oct	Nov	Dec

(ii) NCERT will assess the requirement of all Vendors for each State/UT and allocate equitably with reference to the total requirement of textbooks for the respective States/UTs.

6. **Terms of Payment for the Supply of Publications:**

(i) All supplies of NCERT publications shall be made strictly on pre-payment and firm order basis.

(ii) The Vendor will lift the NCERT publications from the NCERT godowns located at Guwahati by making payment either by way of RTGS or in the shape of a single demand draft in favour of Publication Division, NCERT, payable at New Delhi or respective stations of RPDC.

7. **Freight Charges:**

- (i) NCERT will pay the freight charges equivalent to Railway freight (by goods train) from the Railway Station nearest to godown from where the books are lifted to the Railway Station nearest to the registered office of the Vendor.
- (ii) NCERT will not pay any loading/unloading charges and/or local transportation charges to the empanelled Vendor.
- (iii) If the registered office of the Vendor is partly connected by Rail and partly by road, the Vendor will also be paid freight charges equivalent to Railway freight by goods train from the NCERT/RPDC godown to the Railway Station nearest to his registered office and the transportation charges by road equal to the Railway freight by goods train for the distance from the said nearest Railway Station to the registered office of the empanelled Vendor.
- (iv) If the registered office of the Vendor is partly connected by Rail and partly by sea, the freight charges will be reimbursed as per Rail Tariff (by Goods Train) and ship/steamer charges (by Bunk Class) accordingly.

8. **Trade Discount:**

- (i) The Vendor will be allowed a trade discount of 20% on Textbooks/Teacher's Guides including Exemplar Instructional Material for work Experience and Instructional-cum-Practical Manuals for vocational courses and 40% on General Publications (on the printed sale price in both cases) by NCERT.
- (ii) The Vendor will release the NCERT Textbooks/Publications to the retail bookseller/schools in the States allocated to him/her allowing a minimum trade discount of 15% on Textbooks etc. and 30% on General Publications on the printed sale price.

9. **Record Keeping and Verification:** The Vendors are required to keep all records updated as per the format given in Section VII. While placing order for supply for fresh lot of textbooks the Vendors are also required to submit the details of books issued by them against their immediate last lifting of books from the NCERT.

10. **Replacement of Defective Copies:** NCERT shall not take back any stock of unsold books from Vendor. The NCERT will accept defective copies of the textbooks in the months October to December of the calendar year in

which the books were lifted if the NCERT is determine that the books have genuine printing/binding defect. The decision of NCERT in this regard shall be final and binding.

11. **Area of Operation:** Distribution of textbooks purchased by Vendor from NCERT will be confined to respective State(s)/UT(s)/foreign countries allocated to them.

12. **Place of Operation:** During the tenure of agreement the place of operating the business will be the same as mentioned by the firm in the application form. In case there is any change in the address etc., prior notice/ information is required to be provided in writing to NCERT.
13. **Inspection and Verification of records:** The NCERT has all the rights to enter into the premises (shop and godown) of its empanelled Vendor at any time/day for on the spot inspection and verifications of records. The Vendor shall extend his/her full cooperation and facilitate the inspection and answer the queries of the inspecting official(s) to his/their fullest satisfaction.
14. **Breach of Contract: The following shall be considered as breach of trust/contract which will lead to cancellation of empanelment, forfeiture of security deposit and black listing by the NCERT.**
 - (i) The Vendor sells pirated books or pirated copies are found on his/ her premises.
 - (ii) The Vendor charges a price higher than the printed price on the NCERT books.
 - (iii) The Vendor revises the price indicated by a rubber stamp or by a sticker or by any other means and sells in any form of binding or cover other than in which it is published.
 - (iv) The Vendor refuses to sell books to a retailer in his/her respective State/UT.
 - (v) The Vendor violates the Copyright Act.
 - (vi) Non compliance of any of the terms and conditions as contained in the Condition of Contract shall also be treated as breach of contract.
15. **Arbitrators:** In the event of any dispute or differences arising out of or in connection with the said agreement the same shall be referred to the Secretary, NCERT for adjudication in accordance with the Arbitration and reconciliation Act. The Secretary, NCERT may either adjudicate the dispute himself or refer to someone else for adjudication from outside and within the NCERT. It shall be no objection that the person adjudicating the dispute or acting as an arbitrator during the courses of his duties had to deal with or dealt with the matter.

Section V

LETTER FORWARDING THE APPLICATION

(On the Letterhead of the Firm)

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

Sir/Madam,

We, the undersigned, offer ourselves for empanelment as NCERT's Vendor for selling its textbooks and other books. The application form duly filled in and signed is attached.

We undertake, if our application is accepted, to fulfill NCERT's terms and conditions for the sale of books as specified in the Instructions to the Applicants and the conditions of Contract for the empanelment as Vendor.

If our application is accepted, we shall furnish the Demand Draft to the NCERT from a scheduled bank in a sum equivalent to..... for the due performance of the Contract.

We confirm that we meet the qualifying criterion prescribed by NCERT and have attached the necessary documentary evidence in its support.

Until a formal contract is prepared and executed, this application, together with your written acceptance thereof and your award letter shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, 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 indulge in bribery or any other malpractice.

We understand that you are not bound to accept ours or any other application you may receive.

We attach herewith an affidavit confirming that the information furnished in the application is correct to the best of our knowledge and belief.

Dated this..... day of 20.....

(Signature)

Duly authorized to sign to application for and on behalf of.....

**Application Form for Empanelment as Vendor
for NCERT Publications**

The Head
Publication Division
NCERT, Sri Aurobindo Marg
New Delhi – 110 016.

1. Name of the Firm (in Block Letter):
.....
 2. Date of Establishment of the firm:
(with suitable proof as indicated in the
Section III Col.1 (i a and b) of Qualification Criteria)
 3. Full Postal Address of the registered firm:
.....
.....
.....PIN Code.....
 4. Telephone No. with STD Code (Shop).....Office.....
Mobile No..... Fax No.....
E-mail address.....
 5. Status of Firm: (Please tick \surd)
(a) Proprietary (b) Partnership (c) Limited Company
 6. (i) If the business is Proprietary, name of the Proprietor:
Ms./Mrs./Mr.....
(ii) If the business is in Partnership Name of All the Partners:-
(attested copy of the deed to be attached)
 -
 -
 -
 -
(iii) If the Firm is a Limited Company? **Yes/No**
(if yes, attach a copy of the Memorandum of Association)
7. (i) Does the Firm doing Wholesale business in textbooks? **Yes/No**
(if yes, attach details with suitable proof)

(ii) Does the firm already hold an agency of State Textbook
Board/Bureau? **Yes/No**
(if yes, attach attested copy of suitable proof)
8. What other goods do you sell? Please provide details:.....
.....
.....
.....

9. **Details of premises of the firms:**
- (a) Address Shop/Office
- PIN Code
- Specify Area in sq. ft/sq mts
- (to be supported by an architect certificate or copy of Lease Deed with landlord stating the area occupied).
- (b) Address of Warehouse/Godown {if other then col. 9 (a)}.....
- PIN Code
- Specify Area in sq. ft/sq mts
- (to be supported by an architect certificate or copy of Lease Deed with landlord stating the area occupied).
10. Annual Accounts, namely Trading Account, Profit and Loss Account and the Balance Sheet duly authenticated by Chartered Accountant as specified in Section III of Qualification Criteria clause 1 (iv).
Attached Yes/No (please tick)
11. Affidavit on non-judicial stamp paper of Rs.10/- as per Clause 1(vi) of Section III of Qualification Criteria.
Attached Yes/No (please tick)
12. Self certified copy of the Income Tax return and PAN Card as per Clause 1(v) of Section III of Qualification Criteria.
Attached Yes/No (please tick)
13. Was your Agency cancelled by any State Text-book Board / Bureau / Publisher for any reason on any occasion in the past?
Yes/No (please tick). If yes, please give reason(s).....
14. Any other information which the applicant would like to add. (attach additional sheet, if necessary).
15. Name of the State/UT/Foreign Country for which applied to empanel as Vendor.....

Signature of Proprietor/Partner or
Authorised signatory, with stamp.

Date:

Name in Full:

List of Other Enclosures

1. Details of Demand Draft favouring Publication Division, NCERT payable at New Delhi.
- (a) Name of Bank
- (b) Demand Draft No.....
- (c) Amount.....
2. Written Power of Attorney authorizing the applicant to sign on behalf of the firm/partnership/company.

Section VI

CONTRACT FORM

THIS AGREEMENT made on the..... day of.....20...
between National Council of Educational Research and Training (hereinafter called
“NCERT”) of the one part and
.....(Name of Vendor) of
.....(address)
(hereinafter called “Vendor”) of the other part.

WHEREAS NCERT is desirous of empanelling a Vendor for the sale of its textbooks
and other publications, and has accepted the application of the Vendor for
empanelment as its Vendor in the State/Union Territory
of..... (without prejudice to its right to empanel more
Vendor in the said State/Union Territory).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as
are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed
as part of this Contract viz.:

Section	Particulars
Section I	Invitation for Application
Section II	Instructions to Applicants
Section III	Qualification Criteria
Section IV	Conditions of Contract for Vendor empanelment
Section V	Letter forwarding Application Form
Section VI	Contract Form
Section VII	Record of Stock and Sales

3. In consideration of the advance payments to be made by the Vendor to the
NCERT, as per the Conditions of Contract, NCERT hereby covenants with the
Vendor to supply the textbooks and other publications at discount,
reimburse freight expenses and to deal with the defective books as per the
Conditions of Contract.
4. The Vendor hereby covenants to sell the textbooks to retailers and schools as
per the Conditions of Contract and ensure timely and prompt supply of the
textbooks and other publications before the start of academic session.

Signed this day..... of 20...

Vendor

NCERT

Date.....

Date:.....

Witness:.....

Witness:.....

