



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

Sri Aurobindo Marg, New Delhi 110016

File No- 6-2/JS/LDD/2024-25/

Date: 11/02/2025

Expression of Interest (EOI) NOTICE

Online EOI bids are invited for Enlisting / Empanelment of Vendors/Suppliers/Agents/Distributors for supply of Journals for Library and Documentation Division (LDD), NCERT, New Delhi through Central Public Procurement Portal(CPPP) <http://eprocure.gov.in/eprocure/app>. However, the complete EOI Bid document together with terms & conditions may also be downloaded from NCERT website i.e. www.ncert.nic.in.

Critical Date Sheet:

EOI Bid Published date	11/02/2025 at 04:30pm
EOI Bid document download start date	11/02/2025 at 05:00pm
EOI Bid submission start date	12/02/2025 at 09:30am
EOI Bid submission end date	28/02/2025 at 05:30pm
EOI Bid opening date	03/03/2025 at 03:00pm

Offline/ physical/ manual EOI bids shall not be accepted and no request will be entertained at any ground/ reasons except for the original document/ instruments as mentioned in the tender. Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app> and NCERT website www.ncert.nic.in

Bidders should regularly visit the NCERT website to keep themselves updated.

Head, LDD
NCERT



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NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING
Sri Aurobindo Marg, New Delhi 110016

**Application for Enlistment/Empanelment of Vendors/ Suppliers/ Agents/
Distributors for supply of Journals for Library and Documentation
Division (LDD), NCERT**

All required documents as per the Annexures must be submitted online in pdf format

CONTENTS

- PART-A: INSTRUCTIONS/GUIDELINES/ BDS/ SCOPE OF THE WORK
- SECTION A-I: INSTRUCTION FOR ONLINE EOI/BID SUBMISSION
- SECTION A-II: GUIDELINES TO APPLICANTS FOR ENLISTMENT/
EMPANELMENT OF VENDORS/ SUPPLIERS/ AGENTS/
DISTRIBUTORS FOR SUPPLY OF JOURNALS FOR
LIBRARY AND DOCUMENTATION DIVISION (LDD),
NCERT
- SECTION A-III: EOI/BIDDING DATA SHEET (BDS)
- SECTION A-IV: SCOPE OF THE WORK
- PART B: QUALIFICATION CRITERIA
- PART C: TERMS AND CONDITIONS FOR THE SUPPLY OF JOURNALS
- PART D: CONDITIONS OF CONTRACT
- ANNEXURE I: APPLICATION FORM FOR ENLISTMENT/EMPANELMENT
OF VENDORS/ SUPPLIERS/ AGENTS/ DISTRIBUTORS
FOR SUPPLY OF JOURNALS FOR LIBRARY AND
DOCUMENTATION DIVISION (LDD), NCERT
- ANNEXURE II: UNDERTAKING
- ANNEXURE III: CONTRACT AGREEMENT
- ANNEXURE IV: AFFIDAVIT OF AUTHORIZATION FROM PUBLISHERS
- ANNEXURE V: AFFIDAVIT REGARDING CRIMINAL CASES/ BLACKLISTING

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING
SRI AUROBINDO MARG, NEW DELHI -110016
(Library and Documentation Division (LDD))

SECTION – A-I

INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. Enrollment on the CPP Portal is free of charge.*
- ii. During enrollment/registration, the bidder should provide the correct/true information valid email-id & mobile no. All the correspondence shall be made directly with the contractor/ bidders through email-id provided.*
- iii. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.*
- iv. For e-tender possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard.*
- v. Upon enrollment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.*
- vi. Only one valid DSC should be registered by a bidder, bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.*
- vii. Bidders can then login into site through the secured login by entering their User ID/ password and the password of the DSC/eToken.*

SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.*

- ii. *Once the bidders have selected the tenders are interested in, they may download the required documents/ tender schedules. This tender can be moved to respective 'My tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ E-mail in case there is any corrigendum issued to the tender document.*
- iii. *The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.*

PREPARTION OF BIDS:

- i. *For preparation of bid, bidders shall search the tender from published tender list available on site and download the completed tender document and should take into account corrigendum if any published before submitting their bids.*
- ii. *After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.*
- iii. *Bidders shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid document have to besubmitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid*
- iv. *Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.*
- v. *Bidder should get ready in advance the bid document in the required format (PDF/xls/rar/dwf/jpgformats) to be submitted as indicated in the tender documents/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.*
- vi. *Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.*

SUBMISSION OF BIDS:

- i. *Bidders should login into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date & time.*
- ii. *While submitting the bids online, the bidder shall read the terms & conditions (of CPP Portal) and accepts the same in order to proceed further to submit their*

- bid.*
- iii. Bidder shall digitally sign and upload the required bid document one by one as indicated in the tender document.*
 - iv. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offer is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the completed tender document and are clear about the requirement of the tender document.*
 - v. Bid document may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, transaction uploading time will be very fast.*
 - vi. Bidder shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server Clock). The TIA will not be held responsible for any sort of delay or difficulties faced during the submission of bids online by the bidders at eleventh hour.*
 - vii. After the bid submission (i.e. after clicking “Freeze Bid Submission in the portal). The bidders shall take print out of system generated acknowledge number, and keep it as a record of evidence for online submission of bid, which will also act as entry pass to participate in the bid opening*
 - viii. Bidder should follow the server time being displayed on bidder’s dashboard of the top of the tender site, which shall be considered valid for all actions of requesting, EOI/bid submission, bid opening etc., in the e- tender system.*
 - ix. All the documents being submitted by the bidder would be encrypted using PKI (Public Key infrastructure) encryption techniques to ensure the secrecy of the date. The date entered cannot be viewed by unauthorized person until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.*

ASSISTANCE TO BIDDERS:

Interested eligible bidder may obtain further information in respect of the Bidding Documents from the R&M Section, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi – 110016.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-787800973

PART-A-II

GUIDELINES TO APPLICANTS FOR ENLISTMENT/ EMPANELMENT OF VENDORS/ SUPPLIERS/ AGENTS/ DISTRIBUTORS FOR SUPPLY OF JOURNALS FOR LIBRARY AND DOCUMENTATION DIVISION (LDD), NCERT

The National Council of Educational Research and Training (NCERT), New Delhi invites online applications for Enlistment/Empanelment of Vendors/ Suppliers/ Agents/ Distributors for supply of Journals for Library and Documentation Division, NCERT from the authorized Vendors/ Suppliers/ Agents/ Distributors of the publishers with certification.

Details	Enlistment/Empanelment of Vendors/ Suppliers/ Agents/ Distributors for supply of Journals for Library and Documentation Division, NCERT
Date of Inviting Online applications	11.02.2025
Last date of applying	28.02.2025

1. The National Council of Educational Research and Training (NCERT), New Delhi is an autonomous organization under the Ministry of Education, Government of India. NIE Library i.e. Library and Documentation Division (LDD) subscribes more than 80 journals published within and outside India, where the number of journals may be increased or reduced as per review process and policy of the NCERT. The Vendors/ Suppliers/ Agents/ Distributors to be engaged through the empanelment process shall be eligible to supply of the Journals for the Library and Documentation Division, NCERT.
2. The application forms received from the Vendors/ Suppliers/ Agents/ Distributors will be scrutinized with reference to the qualification criteria mentioned in the PART A of this document. Before applying for empanelment, please ensure that you fulfill the prescribed minimum qualification criteria. The application of only those Vendors/ Suppliers/ Agents/ Distributors will be considered who fulfil the prescribed minimum qualification criteria.
3. A complete set of Application form may be downloaded by interested eligible Vendors/ Suppliers/ Agents/ Distributors from the CPPP website <http://eprocure.gov.in/eprocure/app> and NCERT website <http://ncert.nic.in> from 11/02/2025.
4. All interested eligible Vendors/ Suppliers/ Agents/ Distributors are requested to submit their application form along with required documents on CPP Portal.
5. Incomplete applications in any manner will not be considered.
6. The Applications received from Vendors/ Suppliers/ Agents/ Distributors will be scrutinized by a committee appointed by NCERT with reference to the qualification criteria. On the basis of evaluation, a tentative list of Vendors/ Suppliers/ Agents/ Distributors will be prepared who fulfil the requirement. A list of qualified Vendors/ Suppliers/ Agents/ Distributors shall be finally examined by the Committee.
7. The Selected Vendors/ Suppliers/ Agents/ Distributors will be required to furnish the documents in the format given at PART-A, based on the guidelines to the applicants along with the following documents:

- i. *Duly filled application form enclosed at Annexure-I.*
 - ii. *Undertaking signed by authorised signatory of the firm with the stamp enclosed at Annexure-II.*
 - iii. *Two copies of Contract agreement at Annexure-III on non-judicial stamp paper of Rs.100/- duly signed, stamped and witnessed. (To be submitted by the qualified empaneled Vendors/ Suppliers/ Agents/ Distributors only)*
 - iv. *Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed at Annexure-IV related to Authorization Certificate from Publishers.*
 - v. *Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed at Annexure-V related to Criminal Cases/Blacklisting.*
8. *The Successful Vendors/ Suppliers/ Agents/ Distributors has to ensure and comply with supply of original copy of Journals from the publishers with institutional subscription in the name of NCERT timely. Any deviation of this count, directly or indirectly, shall be viewed seriously which may include confiscation of entire supplied journals, financial penalties, legal consequences and may also lead to blacklisting of the Vendors/ Suppliers/ Agents/ Distributors.*
 9. *The NCERT reserves the right to cancel the application of Vendors/ Suppliers/ Agents/ Distributors at any point of time without pointing any reason.*
 10. *The NCERT reserves the right to give work/supply order or not to give the work order to all or any of the empaneled Vendors/ Suppliers/ Agents/ Distributors.*

SECTION – A-III

EOI/BIDDING DATA SHEET (BDS)

The following specific data for Enlisting / Empanelment of Vendors/Suppliers/Agents/Distributors for supply of Journals for Library and Documentation Division (LDD), NCERT as per the terms and conditions of the EOI document.

S. No.	Items
1.	For any information/query related to the bidding document or bid process, the Head, LIBRARY AND DOCUMENTATION DIVISION (LDD), NCERT, Sri Aurobindo Marg, New Delhi-110016 may be contacted.
2.	Address of NCERT: Head, LIBRARY AND DOCUMENTATION DIVISION (LDD) National Council of Educational Research and Training, G.B.Pant Khand, , Sri Aurobindo Marg, New Delhi-110016 Telephone No. 011-26592317
5.	The EOI bid validity period shall be 180 days after the date of bid opening.
6.	Last date and time of uploading EOI bid 28/02/2025 up to 05:30p.m.
7.	Date and time of the opening of EOI bids: Date: 03/03/2025 Time: 03:00PM The bid opening shall take place at: The office of Head, Library and Documentation Division (LDD) NCERT, Sri Aurobindo Marg, New Delhi-110016

SECTION – A-IV
SCOPE OF THE WORK

1. This empanelment of the Vendors/ Suppliers/ Agents/ Distributors has been called for supply of Journals whether in print or print+ online.
2. The work order may be awarded to a vendor or vendors based on competitive rates called among the empanelled Vendors/ Suppliers/ Agents/ Distributors.
3. Even in case of similar discounts/rates given by more than one Vendors/ Suppliers/ Agents/ Distributors for the journals or group of journals, the order shall be given on the basis of principle of parity only in consents of the aforesaid Vendors/ Suppliers/ Agents/ Distributors who have quoted similar rates.
4. The order for the journals shall be on annual subscription basis i.e. January-December or for the specific period of publication of any journals in individual capacity.

PART-B

QUALIFICATION CRITERIA

(Please note that one firm/ Vendors/ Suppliers/ Agents/ Distributors can submit only one application form)

Qualification Criteria for Enlistment/Empanelment of Vendors/ Suppliers/ Agents/ Distributors for supply of Journals for Library and Documentation Division, NCERT

- 1.01 The Vendors/ Suppliers/ Agents/ Distributors should be registered firm under Govt of India or state government (GST ACT/Company Act/Shop Establishment ACT/ MSME etc.)
- 1.02 The **firm/ Vendors/ Suppliers/ Agents/ Distributors** should have satisfactorily supplied journals to at least two (02) Universities/Higher Educational Institutes or Institutes of National Importance in the three years (from F.Y 2021-22 to 2023-24). A certificate issued by the concerned Universities/Higher Educational Institutes or Institutes of National Importance need to be submitted along with necessary documents.
- 1.03 The **firm/ Vendors/ Suppliers/ Agents/ Distributors** should have PAN number issued by Income Tax Department in the name of the company/firm and GST Registration. (In case of proprietorship firm PAN Card of proprietor will be sufficient). Copy of the audited financial statements for three years **i.e., Financial Year 2021-22, 2022-23, & 2023-24** should be uploaded.
- 1.03 The **firm/ Vendors/ Suppliers/ Agents/ Distributors** must have a minimum average turnover of at least Rupees three crore in the last consecutive three years 2021-22, 2022-23, and 2023-24 as per their Audited Financial Statements or CA Certificate and duly supported by GST Returns.
- 1.04 An affidavit on non-judicial stamp paper of Rs.100/- related to affidavit related to (Annexure V):
 - a) The **firm/ Vendors/ Suppliers/ Agents/ Distributors** financial standing: That the firm is not under liquidation, court receivership or similar proceedings and not bankrupt;
 - b) No case is pending against the firm with regard to criminal case under IPC/CrPC and under any other law.
 - c) No litigation under GST Act / Income Tax Act / Companies Act and Copyright Act or any other Law which has criminal consequences is pending
 - d) The **firm/ Vendors/ Suppliers/ Agents/ Distributors** have never been blacklisted by any Government/Semi Govt./Govt. Undertaking or by any Autonomous Organization set up by the State / Union Governments.

- e) All the information provided by the **firm/ Vendors/ Suppliers/ Agents/ Distributors** are correct to the best of their knowledge and belief and nothing has been concealed therefrom.
 - f) If any case is registered against the **firm/ Vendors/ Suppliers/ Agents/ Distributors** during the Contract period, it should be immediately informed in writing to the NCERT.
 - g) **firm/ Vendors/ Suppliers/ Agents/ Distributors** will not refuse any assigned job irrespective of number of colours, pages and size.
- 1.05 Copies of the latest authorization certificates issued by the Publishers must be submitted with the application form as per Annexure IV.

PART-C

TERMS & CONDITIONS FOR THE SUPPLY OF JOURNALS

I. General

- The Secretary, NCERT reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases regarding acceptance/rejection/arbitration.
- Head, LDD, NCERT reserves the right to place a purchase order(s) with any one or more vendor(s) from its empaneled list or others at any time.

II. Proposals/Proforma Invoice(s)/Subscription Details

- Proposals will be called from the empaneled vendors whenever a requirement arises, for which the LDD, NCERT may place an enquiry with the empaneled vendors for subscription details of required journals. Based on the terms and conditions and competitive rates, the work order shall be issued among the empaneled vendors. No interim queries/correspondence will be entertained.
- The empaneled firms should respond within three weeks of receipt of the enquiry through e-mail.
- Pricing details of all resources should be informed in their original currency only.
- If the price of any particular resource is not available at the time of sending the Proforma invoice, the subscription amount may be paid as per the existing year's price and subsequently upon receiving the confirmed price for the subscribed year from the Publisher, the agency may send a revised or a supplementary invoice.
- No supplementary invoice will be accepted for the difference in exchange rates for currency conversion.
- Discounts/concessional rates offered by the Publisher, if any, and as admissible must be included in the proposal(s).
- Any special offers provided by the Publisher(s), such as access to e-journals against the print journal subscription, must also be included in the proposal(s).
- The proposal/proforma invoice shall clearly indicate the mode of supply of journals viz., speed post/courier/airmail/direct from the publishers or through the authorized vendor.
- The proposal/proforma invoice should indicate and separately display the Postage/freight/handling/service charges if any. Such charges will not be accepted and paid if not mentioned in the proposal/proforma invoice
- Levying of any additional postage/freight/handling/service charges after order confirmation will not be accepted. Journals should be sent without any additional cost to The Head/Librarian, Library and Documentation Division, NCERT, Sri Aurobindo Marg, New Delhi -110016.
- The empaneled vendors must submit the authorization letter indicating exclusive/sole/preferred/authorized subscription agent/dealer from the Publisher(s).

- Quoting unrealistic rates concerning the available and applicable catalogue/market prices when calling proposals will be treated as disqualification and lead to cancellation of empanelment.

III. Subscription Orders, Queries, Time-frame, Cancellations and Payment

- Assigning of the orders among the empaneled vendors is purely based on the rates quoted/offered.
- Subscription/Renewal Orders shall be placed by The Head/Librarian, Library and Documentation Division, NCERT as finalized against the submitted proposal/proforma invoice/invoice for the titles of the required journals, on accepting all the agreed Terms and Conditions, as approved after successful bidding by the vendors empaneled through this process.
- Vendor(s) securing the work order based on competitive rates, shall be placed the order of the journals on behalf of NCERT only after issue of the work order in writing.
- Sending an acknowledgement of the receipt and acceptance of the work order is mandatory, by e-mail only, within one week.
- Any clarification/query regarding the work order should be sought from the library within a week of receipt of the order.
- Time-frame for remittance to the Publisher is four to six weeks from the date of "Confirmed Order". The empaneled vendors have to remit the entire subscription amount to the Publisher on behalf of NCERT within the said time frame and submit the remittance proof along with the Invoice.
- In case there is a delay that is foreseen in supply/activation of resources, the concerned empaneled agent(s) should send a request for extension with reasons at least 15 working days before the date of supply/activation.
- If the provided reason for the delay is justified with adequate and valid supporting documentary proof, e.g., communication from publishers, the LDD, NCERT may consider extending the supply/activation time as may be deemed fit.
- If no information or communication regarding the supply of journals and/or payment remittance to the publisher is received from the empaneled vendor within the said time frame, the subscription/renewal order shall be automatically cancelled.
- Separate permission for revoking the cancelled order(s) should be sought through e-mail from the Head/Librarian LDD, NCERT with sufficient documentary evidence.
- Payment will be released only after receipt of an invoice along with necessary remittance proofs.
- Conversion rate for foreign journals where the payment is to be paid in foreign currencies, the currency conversion rates shall be considered as per rate issued by the Nationalized Banks on the date of invoice strictly. The date of issue of invoice, remittance proof and the date of bank conversion rates should be the same.
- Acknowledgement of receipt of payment must be sent within one week to the Head/Librarian LDD, NCERT.

IV. Services to be provided during subscription period

- The empaneled subscription vendors should notify the publication schedule of each title with necessary information viz., the number of volumes/issues published and the publication date of the same.
- Intimation about any bibliographical changes, change of ownership, cessations, and/or suspensions of journals must be communicated to the Head, LDD, NCERT in writing (hard copy).
- Print+Electronic access shall be activated/accessed through IP Ranges as provided by the council, for accessing digit access of the contents on all constituent libraries of NCERT.

V. Missing Issues/Non-supplied journals and their Refund thereof

- The empaneled subscription vendors shall claim missing issues from the Publisher (s) on their own if the supply is arranged through their firm. The LDD, NCERT shall, as usual, claim issues from the empaneled agent(s) where supplies are to be arranged directly from the Publisher(s).
- It is necessary to send timely claims for missing issues by registered post/fax/email, etc., and inform the Head/Librarian LDD, NCERT regularly with publishers' replies.
- The empaneled vendors will have to refund the amount for journals that are not received/not supplied.
- The empaneled vendors will be entirely responsible for the refund of the subscription amount for non-supplied journal issues. The refund time may be extended if any confirmation is received from the Publishers regarding the delay in publishing/supply.

VI. Invoicing Procedure

- The prices in the Invoice should be indicative of original currencies.
- The price proof should specify the segregation of the cost of print and online separately in the case of Print + online Journals, in case of subscription of journal in both print and online mode.
- The Invoice should bear the firm's PAN & GST and Bank details (Name of the bank, Address of Bank, Bank Account Number, Name of the Account Holder, IFSC code, MICR code, Type of Account)
- The date of the Invoice should be the same as that of the bank transfer for remittance of the payment to the Publisher and the date of currency conversion proof.
- Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies). A revenue stamp should be affixed on the original bill and should be signed by an authorized signatory.
- The Invoice should be raised in favour of The Head/Librarian, Library and Documentation Division, NCERT, Sri Aurobindo Marg, New Delhi -110016.
- One Invoice should be raised against one purchase order only.

- The Invoice should contain all relevant details viz., our order no. & date, the title of the resource and/or journal(s), volume/issue no., subscription period covered and ISSN number.
- Supplementary Invoice(s) can be raised only if the Publisher(s) increases the subscription price at a later date.

VII. Undertaking

Every Invoice should certify the following:

- The prices charged in this Invoice are Publisher's actual and current prices as billed to us and are true and correct.
- The discount offered and service charges, if any, should be specified in a separate column.
- The prices charged are as per the Publisher's Invoice and their latest catalogue.

VIII. Currency Conversion and Mandatory enclosures with Invoice

- Conversion of foreign currencies to Indian Rupees shall be at the actual TT Selling Rate of Nationalized Bank, prevalent at the time of payment made to the Publisher(s), duly supported by Banker's certificate. This will be treated as Currency Conversion Proof (CCP).
- Every price proof, and latest currency conversion proof with date, should contain an authorized signature and stamp/seal of the empaneled agency.
- An authorization letter from the Publisher for being the sole agent/preferred agent/authorized agent, whichever is applicable, has to be submitted.
- A copy of the Publisher's invoice/e-mail communication of price confirmation, as price proof, should be attached.
- Proof of remittance of payment from the agency's bank may be submitted.

IX. Settlement of Accounts

- The empaneled Vendors/ Suppliers/ Agents/ Distributors shall guarantee the quick, regular and complete supply of the journals subscribed through them.
- In case of non-receipts, the Vendors/ Suppliers/ Agents/ Distributors shall send either the replacements or refunds for unsupplied journal volumes/ issues, by way of cheque or bank transfer, before the end of next financial year, except for cases where publication of a journal is behind schedule and that the fact, duly supported with documents from the publishers, has been notified to the library.

X. Delisting from the Empanelment

- The NCERT shall be at liberty to terminate the empanelment of any empaneled subscription Vendors/ Suppliers/ Agents/ Distributors by giving three reminders; drop the name of vendor and also the cost of the missing issue/part of the said journal

shall be recovered and paid back through online transfer to the Secretary, Account Number 10137881331, State Bank of India, NCERT, New Delhi – 110016, IFSC: SBIN0001690, MICR NO. 110002078 with the intimation of the transfer with UTR details to the Head, LDD.

- The empaneled Vendors/ Suppliers/ Agents/ Distributors may also be delisted in the event of a break of mutually agreed terms and conditions of the contract agreement.
- If at any time, found that the information provided by the Vendors/ Suppliers/ Agents/ Distributors in any form about publications, services and related matters is incorrect and results in losses in any form to the NCERT; The NCERT shall also reserve the right to claim the amount of loss incurred by the NCERT, based on the available invoices submitted by that empaneled vendor(s)/supplier(s).
- In such case(s), the NCERT will be at liberty to cancel the empanelment without giving any prior notice to the Vendors/ Suppliers/ Agents/ Distributors.

XI. Caution Deposit

The Journal subscription vendor/supplier/seller/agent/distributor has to deposit the caution money of 05% of the journal's subscription order. The caution amount should be deposited in the account of "The Secretary, NCERT, New Delhi Account Number 10137881331, State Bank of India, NCERT, New Delhi – 110016, IFSC: SBIN0001690, MICR NO. 110002078". The caution deposit will be returned without interest when withdrawing membership from the empanelment list from the NCERT, Delhi or the caution deposit will be refundable when all ordered journals are received by the library.

XII. The NCERT reserves the right to change or modify or amend or substitute any clause(s) in the terms and conditions, if required, at any time. The empaneled Vendors/ Suppliers/ Agents/ Distributors will be informed accordingly.

XIII. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of The Secretary, NCERT or his authorized nominee. The decision of the arbitration shall be final and binding on both parties. The empanelment will be interpreted under Indian Laws and disputes adjustable within the jurisdiction of the court of law of Delhi.

1. Instructions

- The response should be signed by an authorized signatory of the Vendors/ Suppliers/ Agents/ Distributors bearing their full name and status, clearly indicated below the signature along with the official seal of the firm.
- At any given point of time, if any of the documents furnished by the Vendors/ Suppliers/ Agents/ Distributors is found incorrect, it would be deemed to be a breach of terms of contract agreement making the concerned firm liable for legal action, besides termination of empanelment and forfeiture of caution deposit.

- Strict discipline must be maintained with respect to empanelment with LDD, NCERT.
- No canvassing or repeated communication should be made with the LDD, NCERT, failing which may attract punitive action and will become liable to be de-listed by the NCERT.
- Responses received after the deadline will not be considered.
- No Journal vendors/ suppliers/ agents/ distributors will be allowed to withdraw after the submission of applications.
- The shortlisted Journal Vendors/ Suppliers/ Agents/ Distributors will be required to be present at the LDD, NCERT for personal interaction on a date, which will be informed by e-mail.
- The short-listed vendors are required to execute an agreement with NCERT to supply journals as per the terms and conditions, beside the EOI documents of NCERT, which deemed fit during the consideration of the allotment of supply order.
- This empanelment will be valid initially for one year and may be extended up to the next 2 years (depending upon the satisfactory performance of the empaneled journal supplier at the sole discretion of the NCERT). Here the 'Satisfactory Performance' stands for timely supply of journals, with proper communication based on the terms and conditions of the 'Contract Agreement'.

PART-D
CONDITIONS OF CONTRACT

1. Definitions

- 1.01 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) “Vendors/ Suppliers/ Agents/ Distributors” 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 NCERT for Supply of the Journals and is named as such in the Contract Agreement.
 - (c) “Journals” means the printed Journals and Print+Online Journals, where the online access is provided complementary or where the journals come in combo of print+online mode that the Vendors/ Suppliers/ Agents/ Distributors is required to supply to the NCERT under the Contract Agreement against the Job order(s) placed with the Vendors/ Suppliers/ Agents/ Distributors from time to time.
 - (d) “Supply” means all of the services that the Vendors/ Suppliers/ Agents/ Distributors is required to render in completion of the job(s) i.e., supply of the journals assigned to the Vendors/ Suppliers/ Agents/ Distributors under the Contract Agreement.
 - (e) “COC” means the Conditions of Contract.
 - (f) “The Contract Agreement” means the Agreement entered into between the NCERT and the Vendors/ Suppliers/ Agents/ Distributors, as recorded in the Contract Agreement signed by the parties, including all the attachments and appendices thereto and all documents listed therein.
 - (g) “Supply Order” means the letter containing the details of supply of the issue of the Journals, quantum of work assigned to be performed and the delivery schedule for the supply of Journals to be executed under the Contract Agreement.
 - (h) “Delivery” means the supply of the Journals based on Supply Order placed by the NCERT in accordance with the terms and conditions set forth in the Supply Order placed by the NCERT as per the terms and conditions for supply of the Journals.

2. Entire Agreement

- 2.01 The Contract Agreement constitutes the entire agreement between the NCERT and the Vendors/ Suppliers/ Agents/ Distributors 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 one year which can be further extended up to two years on the same conditions of contract based on satisfactory conditions.
- 2.02 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.

3. Delivery and Documents

- 3.01 Journals as specified in the Job Order shall be supplied by the Vendors/ Suppliers/ Agents/ Distributors.

- 3.02 Delivery of the Journals shall be made by the Vendors/ Suppliers/ Agents/ Distributors through registered post to the library.
- 3.03 The Vendors/ Suppliers/ Agents/ Distributors shall notify the NCERT and the consignee, the full details of dispatches whenever asked.

11. Terms of Payment

All payments to the Vendors/ Suppliers/ Agents/ Distributors 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 Vendors/ Suppliers/ Agents/ Distributors shall submit a complete Bill /Invoice along with the following documents for placing order with publishers on behalf of Library and Documentation Division.
- 11.02 *Vendors/ Suppliers/ Agents/ Distributors' Checklist duly filled in*
- i. Invoice raised based on the supply order of the stipulated journals.
 - ii. Original price proof/invoice raised on behalf of supply order issued by the NCERT from the publishers in favour of NCERT must be submitted along with invoice as supporting documents.
- 11.03 NCERT will make the payment due as per the contract, within 60 (sixty) days from the date of receipt of complete Bill/Invoice along with the documents listed in Clause 11.01 & 11.02.

12. Rates

- 12.01 The rates charged by the Vendors/ Suppliers/ Agents/ Distributors for the supply of the journals must be same as mentioned in the price proof issued in original by the publishers in lieu of supply order issued by the NCERT. In case of any discrepancy found in any stage related to price mentioned in the invoice, shall be liable to recover the same.

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 Vendors/ Suppliers/ Agents/ Distributors cannot be refused in full or part thereof. In such case, if it is refused to execute the job order in full or part thereof after 7 days, the Vendors/ Suppliers/ Agents/ Distributors shall be liable to pay a penalty of 1% of the total job order.
- 14.02 During the subscription session/period after submitting the Bank Guarantee, if any Vendors/ Suppliers/ Agents/ Distributors requests not to assign them supply of any journal, on the pretext that they are busy with some other assignments. In such cases, such Vendors/ Suppliers/ Agents/ Distributors and will be barred and black-listed for participating in any of the competitive bid of NCERT.
- 14.03 Supply of Journals should be completed within the delivery schedule. Short or delay in supply if any should be completed within 15 days from the date of last supply. Vendors/ Suppliers/ Agents/ Distributors has to initiate online access of the Journals in case of complementary access/ combo subscription within 15 days of the supply order issued, failing which action will be taken as per contract agreement provisions.
- 14.04 The Vendors/ Suppliers/ Agents/ Distributors shall not sublet, in whole or in part, its obligations to perform under the Contract Agreement, except with the prior written consent of the NCERT.

15. Delays in the Vendors/ Suppliers/ Agents/ Distributors' Performance

- 15.01 Delivery of the Journals shall be made by the Vendors/ Suppliers/ Agents/ Distributors in accordance with the time schedule specified by the Publishers.
- 15.02 Any inordinate delay by the Vendors/ Suppliers/ Agents/ Distributors in its delivery obligations shall render the Vendors/ Suppliers/ Agents/ Distributors liable to any or all of the following:
- a. Cancellation of the order totally or partially,
 - b. Forfeiture of its Caution Deposit
 - c. liquidated Damages/Recoveries and/or
 - d. termination of the Contract Agreement.
- 15.03 If at any time during performance of the job, the Vendors/ Suppliers/ Agents/ Distributors should encounter conditions impeding timely delivery of the Journals, the Vendors/ Suppliers/ Agents/ Distributors 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 Vendors/ Suppliers/ Agents/ Distributors' notice, the NCERT shall evaluate the situation and may, at its discretion, extend the time given to the Vendors/ Suppliers/ Agents/ Distributors, 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 Both the Vendors/ Suppliers/ Agents/ Distributors and the NCERT agree that timely supply of the journals is the main essence of this contract.
- 16.02 In case of delay or non-supply of journal or part of a journal within a preview of reasonable cause, the subscription amount paid by the NCERT shall be returned back with supporting reasons within the financial year i.e. before 31st March to the NCERT.

17. Recovery of cost of the Journals or part of the Journal in case of non-supply/non-received

In case of non-supply/ non-received of the journals or part of journals, the Vendors/ Suppliers/ Agents/ Distributors shall be responsible to supply the journal within the next calendar year. However, in case of non-supply of the journal, Vendors/ Suppliers/ Agents/ Distributors shall return the subscription amount within the financial month i.e. 31st March of the respective financial year.

18. Termination of Contract

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

- (a) If the Vendors/ Suppliers/ Agents/ Distributors fails to deliver any or all of the journals within the time period(s) specified in the Job Order, or within any extension thereof granted by the NCERT.
- (b) If the Vendors/ Suppliers/ Agents/ Distributors fails to perform any other obligation(s) under the Contract Agreement.
- (c) If the Vendors/ Suppliers/ Agents/ Distributors, in the judgment of the NCERT, has engaged in piracy or supply of duplicate journals or supply of journals procured in the

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

19. Removal from the Panel of Vendors/ Suppliers/ Agents/ Distributors

19.01 Refusal of job by an empanelled Vendors/ Suppliers/ Agents/ Distributors after assigning job order shall be liable to cancellation of order with a penalty as stipulated in clause 14.01 and 14.02 respectively along with black-listing of the aforesaid Vendors/ Suppliers/ Agents/ Distributors.

20. Taxes and Duties

The Vendors/ Suppliers/ Agents/ Distributors shall be entirely responsible for all taxes, duties, License fees, delivery charges etc., incurred until delivery of the contracted Journals to the NCERT. However, GST in respect of the transaction between the NCERT and the Vendors/ Suppliers/ Agents/ Distributors shall be payable extra, if applicable.

ANNEXURE-I

Application Form for Enlistment/Empanelment of Vendors/ Suppliers/ Agents/ Distributors for supply of Journals for Library and Documentation Division, NCERT, Delhi

Application Number _____
(For Official Purpose only)

To,
The Head/Librarian,
Library and Documentation Division (LDD)
NCERT, Sri Aurobindo Marg, New Delhi -110016

S. No.	Particulars	Details	Page No.
1.	Name of the Firm		
2.	Address Registered Office		
	Telephone No.		
	Email		
	Address Works		
	Telephone No.		
	Email		
	E-Mail (Primary to Contact)		
	Mobile No.		
	Telephone (Landline) No.		
Fax. No.			
Website			
3.	Date of Establishment of the Firm (Attach Proof)		

4.	Status of the firm		
	(a) Proprietary Concern		
	(b) The Companies Act 1956		
	(c) The Indian Partnership Act 1932		
	(d) Others (MSME/NSIC etc)		
5.	Ownership Details		Photo of Proprietor/ Managing Director
	(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		
	PHOTO	PHOTO	PHOTO
	(d) Others		
6.	License/Registration No. (Issued by concerned local Govt. body), if any.		
7.	PAN No.		
8.	GST No.		
9.	ESI Registration No. (If any)		
10.	EPF No. (If any)		
11.	If you are an authorized distributor of any publisher, please provide name(s) of Publisher(s) whom you represent (Attach Separate sheet)	If so, please submit the most recent authority letters issued by the publishers.	

12.	List of Regular clients with the name of Contact Person(s) and Phone/Mobile Nos. (Please attach Satisfactory Supply Certificate/Work Order format least two Libraries of Universities/Higher Educational Institutes/Govt. Institutions. Separate sheets may be used for the list of regular clients)	1. 2. 3. 4. 5.	
13.	A copy of the Income tax return filed for the last three consecutive years by your firm. (Attach proof)	1. 2021-22 2. 2022-23 3. 2023-24	
14.	Average Annual Turnover of the firm for the last three consecutive financial years (attach CA-certified balance sheet)	1. 2021-22 2. 2022-23 3. 2023-24 Total Average Annual Turnover	
15.	Bank Details of Vendors/Suppliers/distributors (Please attached/upload a copy of cancelled cheque).	<ul style="list-style-type: none"> • Name of the bank: • Address: • Bank Account Number: • Name of the Account Holder: • IFSC code: • MICR code: • Date of opening of Account: Type of Account(saving/Current):	
16.	Do you have a direct import license?	If yes, please attach a copy of the same	
17.	i. Duly filled application form enclosed at Annexure-I. ii. Undertaking signed by authorised signatory of the firm with the stamp enclosed at Annexure-II. iii. Two copies of Contract agreement at Annexure-III on non-judicial stamp paper of Rs.100/- duly		

	<p>signed, stamped and witnessed. <i>(To be submitted by the qualified empanelled Vendors/ Suppliers/ Agents/ Distributors only)</i></p> <p>iv. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed at Annexure-IV related to Authorization Certificate from Publishers.</p> <p>v. Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed at Annexure-V related to Criminal Cases/Blacklisting.</p>		
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The information provided in this Application (above) are true and correct to the best of my knowledge and belief.

Signature of the Authorized
Dated: _____

Signatory of the Firm (with stamp)
Name: _____

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

(Signature)

ANNEXURE-II

UNDERTAKING

1. I/We _____
(Names of proprietor(s)/partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I/We also hereby declare that all matters related to LDD, NCERT shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of NCERT.
3. Mr. _____,
whose signatures are appearing below, is/are the authorized representative(s) of the firm.
4. I/We also undertake the responsibility to communicate all subsequent changes in the Constitution or working of the firm, affecting the accuracy of the facts, stated above.
5. I/We assure that if empaneled, the Vendors/ Suppliers/ Agents/ Distributors will serve the LDD, NCERT for a minimum period of one year, which may be extendable for further period of two year based on satisfactory performance.
6. I/We have read and understood all the "Terms and Conditions" of LDD, NCERT, as mentioned in this document and consciously agree to abide by them.
7. If selected for empanelment, I/we agree to furnish a Refundable Security Deposit of 5% of journal subscription purchase orders as performance guarantee deposit to NCERT.

Signature of Authorized Signatory
of the firm with stamp

Place:

Date:

**(To be submitted in Duplicate)
(On non-judicial stamp paper of Rs. 100/-)**

CONTRACT AGREEMENT

THIS AGREEMENT made on the..... day of....., 2024 between National Council of Educational Research and Training (hereinafter called "the NCERT") of the one part and (Name of Vendors/ Suppliers/ Agents/ Distributors) M/s..... (address)..... (hereinafter called "the Vendors/ Suppliers/ Agents/ Distributors") of the other part.

WHEREAS the NCERT has empaneled the Vendors/ Suppliers/ Agents/ Distributors for supply of Journals based on his/her application and whereas the Vendors/ Suppliers/ Agents/ Distributors.

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 Vendors/ Suppliers/ Agents/ Distributors supplied by the NCERT.

ANNEXURE I	APPLICATION FORM FOR ENLISTMENT/EMPANELMENT OF VENDORS/ SUPPLIERS/ AGENTS/ DISTRIBUTORS FOR SUPPLY OF JOURNALS FOR LIBRARY AND DOCUMENTATION DIVISION (LDD), NCERT
ANNEXURE II	UNDERTAKING
ANNEXURE III	CONTRACT AGREEMENT
ANNEXURE IV	AFFIDAVIT OF AUTHORIZATION FROM PUBLISHERS
ANNEXURE V	AFFIDAVIT REGARDING CRIMINAL CASES/ BLACKLISTING

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

Authorized Signatory of the Firm

Head
Library and Documentation Division
NCERT

Witness

AFFIDAVIT OF AUTHORIZATION FROM PUBLISHERS

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 the firm is authorized supplier of the publishers and the required authorization certificates have been attached for the certification.

That the authorization letters from the following publishers are attached.

- I
- II
- III
- IV

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

DEPONENT

VERIFICATION

Verified on this.....day of.....2025 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 there from.

Deponent

AFFIDAVIT REGARDING CRIMINAL CASES/BLACK LISTING

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:

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

DEPONENT

VERIFICATION

Verified on this..... day of.....2024 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