



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



Empanelment of Vendors for Distribution of NCERT Publications in Different States/UTs in India and Abroad

The NCERT wishes to empanel vendors for the distribution of its publications including school textbooks from 01.01.2027 onwards. Reputed stockist/wholesalers/book shops having experience in sale of books with sound financial background and who are in a position to meet the annual sale target and fulfil other conditions from India and abroad as detailed in the application form may apply. School organisations/consortiums interested to procure NCERT publications directly from NCERT for their students may also apply. The application form and documents can be downloaded from the NCERT website www.ncert.nic.in. The existing vendors also need to apply afresh if they wish to get empanelled for the year 2027. The duly filled-in applications along with the required documents, may be sent by Registered Post or Speed Post to the Administrative Officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi – 110016 within 30 days from the date of Publication of this advertisement in newspapers.



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रा.शै.अ.प्र.प. प्रकाशनों को भारत के विभिन्न राज्यों/केंद्र शासित प्रदेशों तथा विदेशों में वितरण हेतु वेंडरों को सूचीबद्ध करने के लिए आवेदन

राष्ट्रीय शैक्षिक अनुसंधान एवं प्रशिक्षण परिषद् (रा.शै.अ.प्र.प.) अपने प्रकाशनों, जिनमें विद्यालयी पाठ्यपुस्तकें भी सम्मिलित हैं, के वितरण हेतु दिनांक 01.01.2027 से वेंडरों को सूचीबद्ध करने हेतु आवेदन आमंत्रित करता है। इसमें भारत तथा विदेशों के प्रतिष्ठित भंडारक/थोक पुस्तक विक्रेताओं एवं दुकानदार से आवेदन आमंत्रित किए जाते हैं, जिन्हें पुस्तकों के विक्रय एवं वितरण का पर्याप्त अनुभव हो तथा जिनकी वित्तीय स्थिति सुदृढ़ हो, जो कि निर्धारित वार्षिक बिक्री लक्ष्य एवं आवेदन-पत्र में उल्लेखित अन्य पात्रता शर्तों को पूर्ण करने में सक्षम हों। अपने विद्यार्थियों के लिए रा.शै.अ.प्र.प. प्रकाशनों की खरीद के इच्छुक विद्यालय, शैक्षिक संस्थान तथा उनके संघ भी आवेदन करने के पात्र हैं। आवेदन-पत्र तथा संबंधित दस्तावेजों की जानकारी रा.शै.अ.प्र.प. वेबसाइट www.ncert.nic.in से डाउनलोड की जा सकती है। वर्ष 2027 के लिए सूचीबद्ध होने के इच्छुक वर्तमान वेंडरों को भी नवीन आवेदन प्रस्तुत करना अनिवार्य होगा। विधिवत भरा हुआ आवेदन-पत्र संबंधित दस्तावेजों सहित इस विज्ञापन के समाचार-पत्रों में प्रकाशन की तिथि से 30 दिनों के भीतर रजिस्टर्ड डाक अथवा स्पीड पोस्ट के माध्यम से प्रशासनिक अधिकारी, प्रकाशन प्रभाग, रा.शै.अ.प्र.प., श्री अरविंदो मार्ग, नई दिल्ली – 110016 को भेज सकते हैं।



**राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्
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 bonafide booksellers, for empanelment as Vendor, for distribution/sale of NCERT textbooks including non-textual publications in all the States/UTs of the country as listed below:

Category 'A'

Sl. No.	Name of the State(s)/UTs	Security Deposit for Each Vendor Empanelled	Annual Target Business for Each Vendor Empanelled
1.	Andhra Pradesh	Rs. 5,00,000.00	Rs. 50,00,000.00
2.	Assam	Rs. 5,00,000.00	Rs. 50,00,000.00
3.	Bihar	Rs. 5,00,000.00	Rs. 50,00,000.00
4.	Chandigarh	Rs. 5,00,000.00	Rs. 50,00,000.00
5.	Chhattisgarh	Rs. 5,00,000.00	Rs. 50,00,000.00
6.	Delhi	Rs. 5,00,000.00	Rs. 50,00,000.00
7.	Gujarat	Rs. 5,00,000.00	Rs. 50,00,000.00
8.	Haryana	Rs. 5,00,000.00	Rs. 50,00,000.00
9.	Himachal Pradesh	Rs. 5,00,000.00	Rs. 50,00,000.00
10.	Jammu & Kashmir	Rs. 5,00,000.00	Rs. 50,00,000.00
11.	Jharkhand	Rs. 5,00,000.00	Rs. 50,00,000.00
12.	Karnataka	Rs. 5,00,000.00	Rs. 50,00,000.00
13.	Kerala	Rs. 5,00,000.00	Rs. 50,00,000.00
14.	Madhya Pradesh	Rs. 5,00,000.00	Rs. 50,00,000.00
15.	Maharashtra	Rs. 5,00,000.00	Rs. 50,00,000.00
16.	Orissa	Rs. 5,00,000.00	Rs. 50,00,000.00
17.	Punjab	Rs. 5,00,000.00	Rs. 50,00,000.00
18.	Rajasthan	Rs. 5,00,000.00	Rs. 50,00,000.00
19.	Tamil Nadu	Rs. 5,00,000.00	Rs. 50,00,000.00
20.	Telangana	Rs. 5,00,000.00	Rs. 50,00,000.00
21.	Uttar Pradesh	Rs. 5,00,000.00	Rs. 50,00,000.00
22.	Uttarakhand	Rs. 5,00,000.00	Rs. 50,00,000.00
23.	West Bengal	Rs. 5,00,000.00	Rs. 50,00,000.00

Category 'B'

Sl. No.	Name of the State(s)/UTs	Security Deposit for Each Vendor Empanelled	Annual Target Business for Each Vendor Empanelled
1.	Andaman & Nicobar Islands	Rs. 1,00,000.00	Rs. 10,00,000.00
2.	Arunachal Pradesh	Rs. 1,00,000.00	Rs. 10,00,000.00
3.	Goa	Rs. 1,00,000.00	Rs. 10,00,000.00
4.	Manipur	Rs. 1,00,000.00	Rs. 10,00,000.00
5.	Meghalaya	Rs. 1,00,000.00	Rs. 10,00,000.00
6.	Mizoram	Rs. 1,00,000.00	Rs. 10,00,000.00
7.	Nagaland	Rs. 1,00,000.00	Rs. 10,00,000.00
8.	Sikkim	Rs. 1,00,000.00	Rs. 10,00,000.00
9.	Tripura	Rs. 1,00,000.00	Rs. 10,00,000.00
10.	Daman & Diu and Dadar Nagar Haveli	Rs. 1,00,000.00	Rs. 10,00,000.00
11.	Lakshadweep	Rs. 1,00,000.00	Rs. 10,00,000.00
12.	Puducherry	Rs. 1,00,000.00	Rs. 10,00,000.00
13.	Ladakh	Rs. 1,00,000.00	Rs. 10,00,000.00

2. In addition, the NCERT also wishes to empanel Vendor for distribution of its textbooks and other non-textual publications in countries abroad (for catering to the CBSE Schools functioning outside India). The annual target business for each of the Vendors applying for operation in countries abroad will also be the same as that of Category 'A' States/UTs.

3. The last date of receipt of application form duly filled in is within 30 days from the date of Publication of this Advertisement in the Newspapers.

4. The complete set of application form and documents can be downloaded from NCERT website (i.e., www.ncert.nic.in).

5. The prescribed application form, duly filled in, needs to be submitted along with the all the required documents through Registered Post or Speed Post to the Administrative Officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi –110016 by the stipulated date.

6. The non-refundable application fee of ₹1000/- must be deposited in the bank account mentioned below:

Account Name: Publication Division, NCERT

Name of the Bank: SBI, NCERT

Account No: 00000010137881342

IFSC No.: SBIN0001690

Type of Account: Savings

7. The details of the application fee must be provided in the designated section of the application form. Applications submitted without depositing the prescribed application fee shall not be considered.

8. 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, if the application is received after the last date due to any delay, even postal delay, or Publication Division is in receipt of the application due to late submission of application, it will be rejected. Mere submission of the application at the reception counter or at any other place/room or person shall not be considered as valid 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 Education, 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 bonafide booksellers for empanelment as Vendor for the distribution of its textbooks and other publications in all the states/union territories of the country and abroad, for one year i.e., from **1st January, 2027** to **31st December, 2027**, 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 bonafide 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 consist 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 downloaded from NCERT website (i.e. www.ncert.nic.in).
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:**

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.

The amendments, if any, will be notified on NCERT website at www.ncert.nic.in.

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 downloaded from NCERT website at www.ncert.nic.in and 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 time.
 - (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 Turnover of the firm **for three financial years during the last three years (2022-23, 2023-24, 2024-25).**
 - (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. 100/- (Rupees one hundred only)** Stating that
 - I. The firm was never involved in any copy right violation case.
 - II. All the information provided through the application / documents are true, complete and correct to the best of my 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.5,00,000/-** for Category A States/Union Territories/Foreign Countries, and **Rs.1,00,000** for Category B States/Union Territories is required to be furnished in the form of a Demand Draft/Bank Guarantee 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 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 on the prescribed format completed in all respect along with all the required supportive documents, may be sent by Registered Post or by Speed Post to the Administrative Officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi – 110016 on or before the prescribed date.

14. **Late Submission of Application:** Any application received by Publication Division, NCERT, after the deadline for submission of application, shall not be entertained and shall be rejected.
15. If the filled-in application form is not accompanied by the requisite fee as specified in Section 1, Clause 6 of the Invitation for Application, the application shall not be entertained and shall be rejected.
16. 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

17. 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.
18. The selected applicants shall be empanelment as Vendor and shall be informed by registered letter/speed post/Email that his/her application has been accepted for empanelment as Vendor for the concerned State/UTs/Foreign Country as specified in the empanelment Letter.
19. **Signing of Contract:** On receipt of the award letter from NCERT, the applicant shall execute a Contract after submitting a security deposit of **Rs.5,00,000/-** for 'A' category States/UTs/Foreign country and **Rs.1,00,000/-** for 'B' Category States/UTs in the form of Demand Draft issued in favour of 'Publication Division, NCERT' payable at New Delhi or Bank Guarantee as per the prescribed format.
20. The Security Deposit and Contract duly signed 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.
21. **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.

22. **Corrupt or Fraudulent Practices:** The NCERT requires the applicants to strictly observe the laws against fraud, piracy and corruption in force in India namely Prevention of Corruption Act 1988.
23. **Verification of Information provided in application form:** The firms shall be provisionally empanelled based on the information and documents provided with the application. The empanelment of the firm shall be confirmed once the NCERT official(s) onsite inspect the premises and other details/documents as provided in the application form.
24. The security of the firm shall be forfeited and contract terminated if any of the information provided in the application form by the vendor is found to be incorrect.

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 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 existence of the firm.
 - or
 - (b) Income Tax returns (*for financial years 2022-23, 2023-24, and 2024-25*) establishing 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 commercial space of 100 and 50 square meters of shop-cum- godown space for category A and B respectively**, 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 three financial years 2022-23, 2023-24, 2024-25 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. 100/- (Rupees one Hundred only) stating that:
- I. The firm was never involved in any copy right violation case.
 - II. All the information provided through the application / documents are true, complete and correct to the best of my 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. In addition to bonafide booksellers, registered school organizations and consortiums of schools are eligible to apply, provided they meet the following:
- I. The school organization/ consortium shall be a registered educational society/trust or affiliated to a government-recognized board. The self-certified copy of registration/affiliation letter shall be submitted.
 - II. The proper stock records as per Section VII of application document shall be maintained and made available to the authorized NCERT officials as and when required.
 - III. An undertaking dully signed by the authorized signatory for the following shall be submitted along with the application:
 - a) That the books shall be sold/provided only to students of their group/network at MRP without any markup, must be submitted.
 - b) That the books shall not be sold in the open market or to third-party booksellers under any circumstances.
3. 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 vendor 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. 50 lakhs for Category 'A' State(s)/UT(s)/Foreign Countries and Rs. 10 lakhs for Category 'B' State(s)/UT(s) 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

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

1. The Contract constitutes the entire agreement between the NCERT and the Vendor which supersedes all communications, negotiations and agreements (whether written or oral) except those mentioned in Section IV, Clause 2 of the parties with respect there to made prior to the date of Contract.
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 for Category 'A' are required to submit security deposit of Rs.5,00,000/- (Rupees Five lakhs only) and applicants for Category 'B' are required to submit security deposit of Rs.1,00,000/- (Rupees one lakh only) in the shape of Demand Draft / Bank Guarantee. 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 in A & B category State/UTs/foreign country should have shop-cum-godown (commercial) space of **100 sq. mts and 50sq. mts respectively** for the storage of NCERT Publications.
4. **Period of Contract:** The Contract shall be valid for one calendar year, i.e., from **01/01/2027 to 31/12/2027** or for the remaining period of the calendar year, if agreement is signed after **01/01/2027** which can be extended further for 2 years on yearly basis depending on the satisfactory performance of the firm.
NCERT reserves the right to cancel the entire empanelment at any point of time without any assigning any reason.
5. **Submission of Requirement:**
 - (i) The Vendor will submit for each calendar year his annual requirement of books, by 15th January of the calendar year 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 New Delhi, Noida, Kolkata, Bangalore, Ahmadabad and Guwahati by making payment through payment gateway.

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 school Textbooks (all languages), Exemplar Problems, Laboratory Manuals, All School curriculum-based publications, Textbooks on Vocational Education and 40% on Teachers' Guides, Supplementary Readers, Children's Literature, Research Monographs, Primers, Special Modules, Jaadui Pitara, Posters, Educational Cards, Bridge Courses, Kits Manuals and all other educational resources (on the printed sale price in both cases) by NCERT.
- (ii) The Vendor will release the NCERT Textbooks/Publications to the retail bookseller 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 of 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) Noncompliance 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. There 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.
16. **Online registration:** The vendor will be required to register at our web portal and create login ID and password. All orders/ indents will be uploaded and processed online through NCERT portal i.e., www.ncertbooks.ncert.gov.in .
17. **Verification of Information provided in Application Form:** Onsite verification of the information provided by the firms in the application form shall be made by NCERT official(s) and in case any of the information provided in the application is found to be incorrect the agreement with the firm shall be terminated and security forfeited.

Section V

LETTER FORWARDING THE APPLICATION (On the Letterhead of the Firm)

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

Sir/Madam,

I/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.

I/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.

I/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.

I/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, piracy and corruption in force in India namely "Prevention of Corruption Act 1988".

I/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.

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

I/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**

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

1. Name of the State/UT/Foreign Country for which applied to empanel as Vendor.....
2. Name of the Firm (in Block Letter):
.....
3. Date of Establishment of the firm: (With suitable proof as indicated in the Section III Col.1 (i a and b) of Qualification Criteria)
4. Full Postal Address of the registered firm:
.....
.....PIN Code.....
5. Telephone No. with STD Code (Shop)..... Office.....
Mobile No.....E-mail
6. Status of Firm: (Please tick $\sqrt{}$)
(a) Proprietary (b) Partnership (c) Limited Company
7. (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)
1 2..... 3..... 4.....
- (iii) If the Firm is a Limited Company? **Yes/No**
(if yes, attach a copy of the Memorandum of Association)
8. (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)
9. What other goods do you sell? Please provide details:.....
.....
.....
10. **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 than 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).

11. 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)

12. Affidavit on non-judicial stamp paper of Rs.100/- as per Clause 1(vi) of
Section III of Qualification Criteria.

Attached Yes/No (please tick)

13. 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)

14. 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).....

.....

15. Any other information which the applicant would like to add. (Attach
additional sheet, if necessary).

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

Date:

Name in Full:

List of Other Enclosures

1. Details of NEFT/RTGS of Rs. 1000 in favoring of Publication
Division,, NCERT, New Delhi.

(a) Name of Bank.....

(b) NEFT/RTGS details: UTR 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 empaneling 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..... of20...

Vendor

NCERT

Date.....

Date:.....

Witness:.....

Witness:.....

Section VII

RECORD OF STOCK AND SALES

Separate Folio for Each Book

Date	Bill/Invoice No.	Opening Balance	Copies Received	Copies Sold	Closing Stock (i.e. 4-5)
1	2	3	4	5	6