



## **TENDER**

For

**Empanelment of Printing Paper suppliers**

**Tender No: 5-18/Pub/2018-19**

**NATIONAL COUNCIL FOR PROMOTION OF URDU LANGUAGE (NCPUL),  
MINISTRY OF HUMAN RESOURCE DEVELOPMENT, GOVT. OF INDIA.  
FC-33/9, INSTITUTIONAL AREA, JASOLA, NEW DELHI-110025.**

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## Chapter-1: Instructions to Bidders

### 1.1 Notice Inviting Tenders

National Council for Promotion of Urdu Language (NCPUL), New Delhi invites online bids on two stage Two- Bid-System for Empanelment of suppliers for supply of paper.

The details are summarized in below table.

a)	Name of Work	Empanelment of Printing Paper suppliers
b)	Tender No.	Tender No: 5-18/Pub/2018-19
c)	Technical Bid	The detail of submission of Technical Bid is placed at <b>Annexure—‘A’</b> /Chapter-4 and terms and conditions of Tender Documents
d)	Commercial Bid	The detail of submission of Commercial Bid is placed at <b>Annexure—‘B’</b> / Chapter-5
e)	Availability of Tender Document	Tender documents may be downloaded from NCPUL web site <a href="http://www.urducouncil.nic.in">http://www.urducouncil.nic.in</a> or CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
f)	Cost of Tender Document	<b>Rs. 1000/-</b>
g)	Security Deposit	Tenderer has to deposit Earnest Money of <b>Rs.1,00,000/-</b> (Rs. One Lakhs Only).
h)	Bid submission	Bids can be submitted only online on or before <b>17:00 hours on 09.01.2019</b> at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
i)	Date of opening of Technical Bid	The Technical Bid shall be opened on downloaded after <b>11.01.2019 at 11:30 hours.</b>
j)	Date of opening of Commercial Bid	The date of opening of Commercial Bid will be intimated to the qualified bidders separately.

**Note:** In case any further detail is required, the same can be collected from the office of the Director, NCPUL, FC-33/9, Institutional Area, Jasola, New Delhi-1100250 (Tel. No.: 011-49539000) from December 19, 2018 to January 01, 2019 (except Saturday and Sunday) between 09:30 to 15:30 hours.

Director,  
NCPUL, New Delhi

**NATIONAL COUNCIL FOR PROMOTION OF URDU LANGUAGE,**  
FC-33/9, Institutional Area, Jasola, New Delhi, Delhi 110025  
Tel. No. 011-49539026, Fax No. 011-49539099  
Website: <http://www.urducouncil.nic.in>

1. **Online bids are invited on two stage two bid systems for Empanelment of Printing Paper suppliers. Manual bids submission shall not be accepted.**
2. **Tender documents may be downloaded from NCPUL web site [www.urducouncil.nic.in](http://www.urducouncil.nic.in) for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under:-**

**CRITICAL DATE SHEET**

<b>Published Date</b>	<b>19.12.2018</b>
<b>Bid Document Download / Sale Start Date</b>	<b>19.12.2018</b>
<b>Bid Submission Start Date</b>	<b>19.12.2018</b>
<b>Bid Document Download / Sale End Date</b>	<b>09.01.2019</b>
<b>Bid Submission End Date</b>	<b>09.01.2019</b>
<b>Bid Opening Date (Technical)</b>	<b>11.01.2019</b>

## Chapter-2: Terms and Conditions

### **2.1 Eligibility of Tenderer**

- 2.1.1 Copy of PAN number issued by the Income-tax department (submit copy)
- 2.1.2. Copy of VAT/TIN number (attach copy).
- 2.1.3 Reputed Printing Paper suppliers of Maplitho, Super Printing, High Bulk Papers, Art Paper and Art Card (Matt/Gloss finish) and Bible Paper (Scritta/Lightweight Offset printing paper) For Maplitho and Super Printing paper should have 80% (Minimum) brightness as per BIS specifications 1848:2007 with latest amendments.
- 2.1.4 The supplier should have average annual turnover of at least Rs. 50-lakh during the three financial year (attach copy).
- 2.1.5 Supplier should fill-in the tender and provides the essential documents as shown in the technical bid and in the financial bid. They should clearly mark either **YES** on **NO** for each item. Suppliers not fulfilling or not providing documents in respect of any required items considered and their tender shall be rejected.

### **2.2 Tender Cost: Rs. 1000/-**

### **2.3 Duly filled-in Tender:**

All the column of the tender should be dully filled-in. Any cutting/overwriting in the tender must be counter signed by the person who is signing the tender.

### **2.4 Bid Security and Performance Security:**

Tenderer has to deposit interest free Bid Security (as known as Earnest Money) of **Rs.1,00,000/-** (Rs. One Lakhs Only). This is compulsory in all condition to qualify in Tender process. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. The successful bidder will however have the option to merge it into performance security (Non interest bearing) Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) need to be deposited with the acceptance of overall L1 rates offered by NCPUL, which will remain in NCPUL till the validity of the contract.

#### **BANK Details for EMD Payment through NEFT/RTGS:**

Account Name	National Council For Promotion of Urdu Language, New Delhi
Account No.	90092010045326
Bank Name and Branch Address	Syndicate Bank, DTS Building, Sector-5, R. K. Puram, New Delhi-110022
Branch Code	009009
MICR Code	110025043
RTGS/NEFT	SYNB0009009

#### **2.4.1 (i) The Bid Security will be forfeited in the following cases:**

- a) Bidders are to sign a bid declaration accepting that if they withdraw or modify their bid during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid document.
- b) If bidder withdraw his tender before validity period.
- c) If bidder fails to accept the order based on his offer.

#### **(ii) Performance Security will be forfeited in the following cases**

- a) If bidder fails to supply the materials with specifications in compliance to the specifications, as mentioned in Annexure-B, within stipulated delivery period.
- b) The Performance Security can be forfeited by the order of the Director, NCPUL on the recommendations of the Publication Production Committee in the event of any breach or non-observance of any of the conditions of the contract. On the expiry of the contract, such portion of the said security as may be considered by the Director, NCPUL sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by the NCPUL until the final settlement is made on the account of the bills.
- c) The Performance security shall be released by the NCPUL only after successful completion of the contract period.
- d) The NCPUL reserves its right to take any such actions as deem fit against the Tenderer in the case of failure on the part of the tenderer for fulfilling the contract apart from forfeiture of Security Deposits.

## **2.5 Scope of Work (Supply of Paper):**

NCPUL generally uses paper of size 20"x30"/80, 130 GSM matt/gloss art paper, 23"x36"/80, 130 GSM matt/gloss art paper, 23"x36"/70, 80, GSM Maplitho, 20"x30"/70, 80, GSM Maplitho, 26"x34"/80, GSM Maplitho, 20"x26"/80 GSM Maplitho and Bible paper (Light Weight offset paper), 23"x36"/30-50 GSM are used for the printing of text of books. Matt/gloss art Card of 220, 250 and 300 GSM are used for the printing of covers of book. However, Size, GSM and quality of paper may vary depending on the requirement of the job. Other than books, magazines, folder and many other miscellaneous jobs are printed in connection with the various activities of the NCPUL and required paper shall be arranged by the supplier.

Throughout these bidding documents the term "supplier (s)" means bidder, accepted to participate in bidding and term and condition for the supply of paper.

## **2.6 Service Facility:**

2.6.1 The suppliers are expected to execute the work with good quality within the given time schedule, strictly. Suppliers must have good quality paper and card free from specks, blemishes with proper brightness, opacity and smoothness as supplied by NCPUL.

## **2.7 Period of Contract:**

The panel of suppliers shall be valid for the period of one year from the date of approval of panel by the Director, NCPUL extendable on year basis for additional years with the mutual consent of NCPUL and the suppliers. The approved supply of paper rates shall be valid for a Maximum period of 3-years. The decision of NCPUL whether to revise the rates and to what extent shall be final and binding as per major fluctuation in rates in market.

## **2.8 Validity of the tender:**

The tender shall be valid for a period of 90 days from date of opening of the Technical Bid of tender.

# **Chapter – 3: Schedule of Requirements.**

## **3.1 Submission of Tender:**

3.3..1 NO manual bids shall be accepted.

3.3..2 Bids can be submitted only online on or before 05:00 PM on 09.01.2019 at CPPP website: <https://eprocure.gov.in/eprocure/app>.

### **3.2 Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **3.2.1. Registration:**

- 3.2.1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- 3.2.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3.2.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 3.2.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 3.2.1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 3.2.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **3.2.2. Searching for the Tender Documents:**

- 3.2.2.1 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.
- 3.2.2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3.2.2.3 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.

#### **3.2.3. Preparation of Bids:**

- 3.2.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2.3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.2.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3.2.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **3.2.4. Submission of Bids:**

- 3.2.4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3.2.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3.2.4.3 If security deposit is to be paid through DD, Bidder has to select the payment option as “Offline” to pay the tender fee / security deposit, as applicable and enter details of the instrument. Bidder should prepare the EMD as per the instructions specified in the tender document. The original DD / proof of RTGS (for EMD) should be received by the NCPUL, latest by the last date of bid submission. The details of the DD should match with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
- 3.2.4.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 3.2.4.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.
- 3.2.4.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 3.2.4.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 3.2.4.8 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.
- 3.2.4.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



### **3.2.5. Assistance to Bidders:**

- 3.2.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person. For bidding documents may contact, Research Officer (Production), Second Floor, NCPUL, FC33/9, Institutional Area, Jasola, New Delhi – 110025.
- 3.2.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Number 0120-4200462, 4001002, 4001005 Mobile No. 8826246593.
- 3.2.5.3 Intending tenderers are advised to visit again NCPUL website [www.urducouncil.nic.in](http://www.urducouncil.nic.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at-least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- 3.2.5.4 The Hard Copy of the following documents must be submitted to the Director, NCPUL, FC-33/9, Institutional Area, Jasola, New Delhi-110025 on or before the last date of the Bid Submission, as mentioned in Critical Date Sheet. In case of non-submission of any of the following documents, against the submitted bid, the bid shall be rejected and no correspondence in this regard shall be entertained:-
- a. Original DD in respect of payment of EMD.
  - b. Signed & filled Annexure –A in original.
  - c. Specimen of Paper with Specification and Paper test report.

### **3.3 Rejection of Bid:**

- 3.3.1 While submitting the Bid, if any of prescribed conditions are not fulfilled or are incomplete in any form, the Bid is liable to be rejected.
- 3.3.2 If any Bidder stipulates any condition of his own, such conditional Bid is liable to be rejected.
- 3.3.3 Director, NCPUL, reserves the right to reject any or all tender(s) / Bid(s) without assigning any reason.
- 3.3.4 Director, NCPUL, reserves the right to revise or alter the requirements and/or specifications of the material before acceptance of any Bid and call for revised Bids.

### **3.4 Opening of Technical Bid:**

- 3.4.1 The Technical Bids shall be downloaded and evaluated on/after 11.01.2019 at 11:30 hours, at NCPUL Head Office, FC-33/9, Institutional Area, Jasola, New Delhi-110025. One of the authorized representatives of the bidder may be present at the time of evaluation of Bid.
- 3.4.2 Technical Evaluation Committee (TEC) comprising nominated members by Director, NCPUL will open the technical bids received in the presence of the suppliers or their representatives who choose to attend the opening of the technical Bids on the given date and time. No separate communication / intimation shall be given in this regard. Any immediate shortcoming noticed on the spot shall be informed. However, complete list of shortcoming shall be prepared after minute screening of documents. TEC will examine and evaluate each application to determine that the supplier:
- i) has signed each and every page of terms and condition
  - ii) has signed each and every page of the application form and submitted Annexure – A in original
  - iii) has enclosed DD/Pay order/ e-transfer of money Rs.1,00,000 towards EMD.
  - iv) has attached all documentary evidence.

### **3.5 Opening of Commercial Bid:**

The Commercial Bid of technically qualified Bidder will be opened on stipulated date. The date & time for opening of Commercial Bid shall be intimated to the qualified Bidders after verification of their premises and equipment. One of the authorized representatives may be present at the time of opening of the Bid.

3.5.1. The financial bids of those suppliers shall be opened and considered who qualify in the technical bid. The financial bids will be opened at the appointed time and date in the presence of the suppliers or their authorized representatives who may wish attend. The suppliers who qualify in the technical bids shall be informed in e-portal with date and time of opening of financial bids. Financial bids of suppliers who do not qualify in the technical bid will be informed.

3.5.2 TEC will prepare a comparative chart of the rates of paper. TEC will examine and finalise the rates for various items based on the comparative chart of rates quoted by the suppliers and the rates prevalent in the paper industry. TEC will finalise the justified and realistic rates keeping in view that the reasonable number of suppliers. These rates will be offered and allowed to the enlisted suppliers for the supply of Paper.

3.5.3. NCPUL shall offer the lowest paper rates to the all technically qualified firms. The firm swilling to supply paper on the lowest finalised rates should send the acceptance of rates to NCPUL. NCPUL will not consider any conditional acceptance of its offer, the format of the letter is at Annexure – D.

3.5.5 The suppliers accepting the NCPUL's rates will convey its acceptance through a latter, which shall be in the format given at Annexure-E along with the required documents. The Performance security money will remain with the NCPUL till the supplier remains enlisted on the panel of paper supplier. No interest shall be payable.

### **3.6 Delivery of work:**

3.6.1 National council for promotion of Urdu language, (NCPUL), Delhi an autonomous organization under the Ministry of Human Resource Development, Government of India engaged in book promotion activities intends to enlist suppliers of printing paper situated in Delhi and NCR for supply of paper within the given time schedule with good quality. Suppliers are supposed to deliver paper within a period of 05 to 15 days from the date of assignment of job. Certain jobs are required to be printed on priority basis working round the clock. NCPUL also gets bulk orders for supply of books from agents, distributors and government institutions with short deadline for supply of books.

### **3.7 Payment Terms:**

3.7.1 Payment to the suppliers shall be released within a period of 90 days from the date of receipt of proper pre-receipted bill in duplicate complete along with the signed delivery challans and other supporting documents as demanded by NCPUL. No advance for supply of paper would be paid to the suppliers against supply order.

### **3.8 General Terms& Conditions:**

3.8.1

Reputed Printing Paper suppliers of Maplitho, Super Printing, High Bulk Papers, Art Paper and Art Card (Matt/Gloss finish) and Bible Paper (Scritta/Lightweight Offset printing paper)For Maplitho and Super Printing paper should have 80% (Minimum) brightness as per BIS specifications 1848:2007 with latest amendments. Paper should be uniform in formation, evenly finished, free from specks, blemishes with proper brightness, opacity and smoothness. All sheets of a ream should be uniform in required size, tightly packed based on IS specification 6211:1993.

### 3.9 Force Majeure:

All disputes, differences and questions arising out of the contract, in any way touching or concerning between NCPUL and Tenderer will be referred to sole arbitration of the Director, NCPUL or any person appointed by him. Arbitration shall be in accordance with the Conciliation Act 1996 and Indian laws, as amended from time to time. The arbitrator shall be entitled to extend the time of arbitration proceeding with the consent of the party, in failure the appropriate Courts at Delhi alone shall have jurisdiction to entertain and try them.

### 3.10 Penalty:

In case of firm fails to supply the paper within stipulated time period the Performance Security of the firm is liable to be forfeited.

## Chapter – 4: Specification and allied Technical Details.

4.1 Technical Evaluation Committee (TEC) comprising nominated members by Director, NCPUL will evaluate the technical bids downloaded on due date, in the presence of the suppliers or their representatives who choose to attend the opening of the technical Bids on the given date and time. No separate communication / intimation shall be given in this regard. Any immediate shortcoming noticed on the spot shall be informed. However, complete list of shortcoming shall be prepared after minute screening of documents. PPC will examine and evaluate each application to determine that the supplier:

- i) qualify the minimum criteria laid down in respect of the machinery and equipment's;
- ii) has signed each and every page of terms and condition
- iii) has signed each and every page of the application form alongwith Annexure – A
- iv) has enclosed DD/Pay order/ e-transfer of money Rs.1,00,000 towards Earnest Money.
- v) has submitted all documentary evidence regarding paper with specification and test report.
- vi) Earnest Money in the form of a DD/Pay order/E-Transfer of Rs.1,00,000 in favour of **National Council for Promotion of Urdu Language, Delhi**, payable at **Delhi/New Delhi**.
- vii) Two copies of the contract agreement, (Annexure - E) duly signed and witnessed.(after offer letter from NCPUL)

4.2 On receipt of the contract agreement, the authorized officer of NCPUL will sign both the copies of the contract agreement. A copy of the agreement will be given to the suppliers.

4.3 The suppliers who submit the security money and sign the contract agreement will be placed on the panel of suppliers.

4.6 suppliers shall ensure to supply good quality paper and card free from specks, blemishes with proper brightness, opacity and smoothness etc.

4.7 NCPUL may discontinue the panel of suppliers or may remove any suppliers from the panel after giving one month's notice at any point of time. Any suppliers may withdraw their name from the panel after giving one month's notice at any time provided there is no pending order.

4.8 The tender form and other documents, of any, may be filled in English or Hindi and all entries must be typed or handwritten in ink clearly readable. The suppliers with his signature, if any should attest the corrections.

4.9 Incomplete, ambiguous and conditional tender and tenders not submitted in the prescribed format/manner or in the prescribed forms shall not be considered and to be rejected. The rates not quoted in the desired format shall not be considered. The decision of NCPUL shall be final and binding.

4.10 Canvassing in any form shall be a dis-qualification and the NCPUL reserves the right to reject the tender of such suppliers.

4.11 Secrecy of contract document

- a. The Supplier shall not, without the prior written consent of the NCPUL, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of NCPUL in connection therewith to any person or third party other than a person employed and duly authorized by the suppliers. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary.
- b. The suppliers shall not without NCPUL's prior written consent make use of contract document or any information relating to the contract in any manner whatsoever.

4.12 Confidentiality of information

All data obtain by supplier from NCPUL during and after completion of its obligations contained herein shall remain the property of NCPUL and treated as confidential and should not be divulged by the supplier or his employees and affiliates to any third party other than the NCPLU's personnel. This obligation of supplier shall prevail even after termination of contract. The supplier shall keep NCPLU fully indemnified in this regard.

The supplier undertakes to strictly observe all the applicable laws including the laws against fraud and corruption in force in India from time to time for instance "Prevention of Corruption Act 1988".

4.13 Director, National Council for Promotion of Urdu Language, Delhi reserves the right to suspend, accept or reject any or all the tenders and accept the whole or any part of any tender without assigning any reason.

4.15 Acceptance of offer will be communicated in writing by letter or by formal "Acceptance of Tender". In case, acceptance is communicated by Express Letter, formal "Acceptance of Tender" will follow in due course and in the meanwhile, the tenderer will act upon the instructions contained in the Express Letter.

4.16 Award of contract shall be within the sole discretion of NCPUL. The NCPUL is not bound to award the contract on the basis of bids received. It shall be open to the NCPUL not to accept any bid and to abandon the contract without disclosing any reason. The NCPUL reserves the right to reject or accept whole or any part of the tender. The interest of the NCPUL shall be paramount. No bidder shall have any indefeasible right to the awarded to a contract even if his price is the lowest. The decision of the NCPUL on the tender contract shall be final and binding on the tenderer/contractor.

4.17 The suppliers shall not entrust the work or any portion thereof to any other unauthorised party.

**NATIONAL COUNCIL FOR PROMOTION OF URDU LANGUAGE, DELHI**  
**FC-33/9, Institutional Area, Jasola New Delhi, Delhi 110025**  
**Application form for empanelment of printing paper suppliers**

**GENERAL**

**Note to fill the Application Form:**

1. It is essential to fill all columns of the application.
2. Each page of the application form to be signed by the authorized signatory.
3. Attach separate sheets to fill the details, wherever required.

1. Name of the supplier \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Telephone Number \_\_\_\_\_
5. E-mail Address: \_\_\_\_\_
6. Fax Number \_\_\_\_\_
7. Status of the firm  
(a) The Companies Act 1956 or latest \_\_\_\_\_  
(b) The Indian Partnership Act 1932 \_\_\_\_\_  
(c) Proprietary Concern \_\_\_\_\_
8. Ownership Details  
(a) If company, name of the Managing Director \_\_\_\_\_  
(b) If partnership concern, name of the Partners \_\_\_\_\_  
(c) If Proprietary concern, name of the Proprietor \_\_\_\_\_
9. Name and address of bankers' \_\_\_\_\_
10. Whether insured against fire, theft and burglary,  
If so state the amount for which insured, name of  
the insurance company and policy no: \_\_\_\_\_
11. Is the Firm, on the panel of any other  
Govt. organization \_\_\_\_\_
12. Distance of Godown from the office of  
NCPUL at Jasola, New Delhi. \_\_\_\_\_
13. Date of Establishment of Firm \_\_\_\_\_
14. PAN No. Issued by Income Tax Deptt. \_\_\_\_\_
15. VAT No. Issued by Sale Tax Deptt. \_\_\_\_\_
16. Does any case pending under the  
Copyright Act? \_\_\_\_\_
18. Has supplier been black listed by any  
Government organization? \_\_\_\_\_
- 18) **Additional information. If any**

(to be uploaded with Technical Bid)

**TENDER SUBMISSION FORM**

The Director  
National Council for Promotion of Urdu Language  
FC-33/9, Institutional Area,  
Jasola,  
New Delhi, Delhi 110025

Sir

I/We have read and understood the terms and conditions of the Tender and enclosed Annexure. I/We agree to abide to the conditions laid down in the Tender Form.

If our firm is enlisted on the panel of Paper suppliers, I/We undertake to accept and to execute the jobs assigned by the National Council for promotion of Urdu Language, India on the basis of formulated schedule paper rates. I/We undertake to deliver the paper as per the deadline. We undertake that we will strictly observe the laws against fraud and corruption in force in India i.e. "Prevention of Corruption Act 1988".

I/We agree that the following documents are deemed to be the part of the Tender.

- i) Tender : Terms and conditions
- ii) Annexure – A : Application Form for Technical qualifications.
- iii) Annexure – B : Blank Performa to fill in the rates for Paper (Separately as Financial Bid)
- iv) Annexure – C : Format of Letter offering schedule of rates to the supplier.
- v) Annexure – D : Format of Letter confirming acceptance of rates offered by NCPUL.
- vi) Annexure – E : Agreement Form

I/We confirm that we will comply with the eligibility requirements and other procedures prescribed in the Tender Form.

I/We shall accept the decision of tender committee as final and binding without any demur or protest.

I/We accept that the tender process can be suspended / terminated by NCPUL at any time without assigning any reason.

Signature of Authorized Signatory  
Name, Address & Stamp

**5: Price Schedule** (to be utilized by bidders for quoting their Prices)—Annexure- B

Supplier will quote only BIS standard as given in qualifying Criteria.

S No.	Quality of Paper	Basic Rate/Kg	VAT/ST any government levy	Net rate / Kg
1.	White Maplitho	<div style="background-color: yellow; padding: 10px; display: inline-block;">Specimen</div> <div style="background-color: yellow; padding: 10px; display: inline-block;">Not to be filled with</div> <div style="background-color: yellow; padding: 10px; display: inline-block;">Technical bid. Must</div> <div style="background-color: yellow; padding: 10px; display: inline-block;">Submit separately as</div> <div style="background-color: yellow; padding: 10px; display: inline-block;">financial Bid</div>		
2.	Super printing paper			
3.	High bulk paper—White			
4.	High bulk paper- Natural Shade			
5.	Matt Art paper			
6.	Matt Art Card			
7.	Gloss Art card			
8.	Gloss Art paper			
9.	Bible paper (Lightweight offset paper)			

- While submitting the quotation, the basic rate/kg must be stated for each separately and should be inclusive of education cess, excise duty, packing and any other expenses and cartage etc. The VAT and ST, if any, may also be stated clearly. The final Net rate/kg would be considered. The rates quoted in any other form shall not be considered.
- The paper rates approved by the NCPUL, finalised on the basis of rates submitted by the supplier would be applicable for a period of one year. No hike/revision of rates will be entertained during the validity period. These rates can further be extended for one/two year with mutual consent of the enlisted firms.
- In case of higher or lesser grammage of paper, rate of paper shall be calculated on the basis of per kg. rate

## 6: Contract Forms

(To be submitted by the supplier with agreement paper)**Annexure - C**

### **FORMAT OF LETTER OFFERING SCHEDULE OF RATES TO THE SUPPLIER**

To  
M/s.....  
.....  
.....

Dear Sir/Madam

In response to your application for the enlistment on the approved panel for supply of printing paper of NCPUL, you are advised to complete the following requirement.

1. Confirm your unconditional acceptance after studying the schedule of paper rates. Two copies of schedule of rates enclosed. One copy may be returned to us duly signed and stamped alongwith your letter as per the format given in Annexure E.
2. Submit the Performance security money in the form of DD/Pay order/ etransfer of Rs. 2,50,000 (Two lakh Fifty Thousand only) in favour of **National Council for Promotion of Urdu Language, Delhi** payable at **Delhi/New Delhi**. Performance Security money will remain with NCPUL till your press exists on the panel of NCPUL paper suppliers. NO interest shall be payable.
3. Sign and stamp two copies of the agreement form and return to us. One copy of this agreement will be returned to you after counter signatures by the NCPUL

Yours faithfully

NATIONAL COUNCIL FOR  
PROMOTION OF URDU LANGUAGE, DELHI



(To be submitted by the SUPPLIER after rate offered by NCPUL)**Annexure- D**

**FORMAT OF LETTER CONFIRMING ACCEPTANCE OF RATES OFFERED BY NCPUL**

The Director  
National Council for Promotion Urdu Language,  
FC-33/9, Institutional Area,  
Jasola,  
New Delhi 110025

Ref: NCPUL's letter no..... dated.....

Sirs,

1. I/we hereby confirm our unconditional acceptance of the schedule of rates offered by NCPUL in the letter cited above. In token of our acceptance we return herewith a copy of the rates duly signed and stamped.
2. A crossed DD/Pay order/e-Transfer for a sum of Rs. 2,50,000/- (Two lakh Fifty Thousand only) no ..... dated..... drawn on ..... in favour of **National Council for Promotion of Urdu Language, Delhi**, payable at **Delhi/New Delhi** is enclosed as Performance Security Money.
3. I/We accept that Performance Security Rs. 2,50,000/- (Two lakh Fifty Thousand only) shall remain with the NCPUL till the name of the firm exists on the panel of NCPUL paper suppliers. No interest on the Performance Security Money shall be claimed by me/us or my/our successor or nominee at any point of time.
4. I/We have signed the Contract Agreement after fully understanding and accepting the terms and conditions of Contract. Both the copies of the agreement are enclosed for counter signature on behalf of the NCPUL.

Yours faithfully

Signature of Authorised Signatory  
with stamp

(to be submitted when technically qualify in Tender) **Annexure - E**

**National Council for Promotion Urdu Language, India**

FC-33/9,  
Institutional Area, Jasola, New Delhi, Delhi 110025

**Agreement for the empanelment of supplier of paper**

**Agreement No.** \_\_\_\_\_

MEMORANDUM OF AGREEMENT made in Delhi this \_\_\_\_\_  
day of \_\_\_\_\_ Two Thousand and  
\_\_\_\_\_ between

(hereinafter called the supplier, which expression shall, where the context so admits, include its legal representatives, successors and assigns) of the one part and the National Council for Promotion of Urdu Language, Delhi (hereinafter called the NCPUL, which expression shall, where the context so admits, include its successors and assigns) of the other part.

WHEREAS the supplier desires to get itself registered with the NCPUL for supply of printing papers and has represented to the NCPUL that the supplier has requisite manpower and machinery to be capable of handling the jobs.

It is hereby agreed by and between the parties:

Supplier's signature

Signature on behalf of NCPUL

1. The bulk stock received from the supplier shall be physically verified randomly by the concerned Production officer in respect of quality of paper. The NCPUL shall have the right to accept the stock of paper with suitable penalty or to reject the whole stock in case of shortcomings noticed. In case of rejection of stock, the work emergency printing will be done on provided paper and no payment shall be given to the supplier. Without prejudice to the penalties provided for, the supplier can be blacklisted and/or debarred for 5 years. The decision of the Director, NCPUL shall be final and binding.
2. For all supply order, approved schedule of rates for paper shall be applicable. No hike in the rates shall be entertained. If the work order includes any items not provided for in the schedule of rates, payment shall be allowed on reasonable basis at the rates decided by NCPUL, which decision shall be final.
3. Suppliers shall be responsible for all taxes, duties and license fee etc, on their own. Only GST shall be paid by the NCPUL as admissible under the rule. Any excess claim whatsoever by the suppliers shall be treated as disallowed without any intimation to the supplier.

4. The supplier shall not assign or sublet the job or any part thereof without obtaining the permission in writing from Director, NCPUL or person duly authorized by Director, NCPUL.
5. No advance payment would be paid to the supplier for execution of order. However, the payment of the bills shall be released within a period of 90 days from the receipt of the proper and complete documents i.e. bill along with signed delivery challans and furnishing of supporting document/other material, etc. to the satisfaction of NCPUL.
6. NCPUL reserves the right to carry out a post payment audit of the supplier's bill including all supporting vouchers. NCPUL further reserves the right to enforce recovery of any over payment coming to light as a result of such a check, by any method.
7. Queries, if any, in respect of the deductions and non-payment for the work completed should be made by the supplier, only in the respective financial year. However, in case of non-payments for whatsoever the reason, if the supplier does not inform in writing within a period of one year from the date of completion of work, NCPUL would not be responsible to reply to any query and the supplier would be deemed to have abandoned his right to in respect of any query on the bills raised.
8. (a) If the completion of the supply is delayed by the supplier, the NCPUL shall impose suitable penalty (fixed by the NCPUL depending on the nature and period of delay) which shall be recovered from the supplier. If, however, the job is delayed or stopped for reasons not attributable to the supplier, such as Strikes, the fire and unforeseen accident, or for any other force majeure conditions of NCPUL being final and binding may not impose nay penalty on the supplier. The supplier however shall be required to bring such force majeure conditions to the express notice of NCPUL in writing within 3 days from the happening of such incident and seek confirmation in writing from NCPUL of force majeure conditions otherwise this majeure clause shall not apply and supplier shall be liable as if no such conditions were prevailing.  
  
(b) In case of urgent time bound orders, if the suppliers fail to supply the complete stocks at the NCPUL's godown/ Press as per the deadline for whatsoever reasons. The NCPUL shall recover the total cost of loss occurred due to non-supply of paper from the supplier and/or suitable penalty.
9. Enlisted supplier may be removed from the panel of supply of paper including, if :
  - (a) Any supplier is found not diligent and not showing any keen interest in undertaking any work for a period of one year and name will be automatically deleted from the panel of approved supplier without notice.
  - (b) If refuse or unable to accept and execute the assigned supply job as per the specification and time limit.
  - (c) The supplier does not accept or agree to the approved schedule of rate.
  - (d) The supplier is found violating any law.
10. Any disputes, differences and questions arising out of or in any way touching or concerning the subject matter thereof or the respective rights, duties or liabilities of the parties under or in respect of this contract shall be referred to the TEC. The decision of the Director, NCPUL on the report of Technical Evaluation Committee shall be final and binding on the parties.

11. The legal jurisdiction shall be of Delhi Courts alone and exclusively.

IN WITNESS WHEREOF the parties hereto have set their hands and their seal the day and the Year first written.

THE Supplier

THE NCPUL  
For and behalf of  
NATIONAL COUNCIL FOR  
PROMOTION OF URDU LANGUAGE, DELHI

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the presence of:**

**In the presence of:**

1. Signature \_\_\_\_\_  
1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Chapter-7: Other Standard Information

### 7.1 Checklist of Certificates/Attachments

S.No.	Documents/information	Yes	No
	<b>TECHNUCAL BID</b>		
7.1.1	Fulfil the minimum criteria of Tender form		
7.1.2	Signed each and every page of Tender: term & conditions		
7.1.3	Enclosed duly filled in Annexure-A and submitted in Original		
7.1.4	Enclosed DD/pay order of Rs. 1,00,000/- (Earnest Money)		
7.1.5	Enclosed copy of PAN number		
7.1.6	Enclosed copy of VAT number		
7.1.7	Enclosed certificate of firm registration		
7.1.8	Copy of Balance sheet		
7.1.9	Specimen of Paper with Specimen and test Report		
	<b>FINANCIAL BID</b>		
7.1.10	Enclosed schedule of rates for supply of printing paper duly filled in (Annexure-B) Separately as Financial Bid		